Notice for

### **Expression of Interest (EOI)**

for

# COMPREHENSIVE OPERATION AND MAINTENANCE CONTRACT ALONG WITH PHASE WISE REPLACEMENT OF LED PUBLIC LIGHTS (INCLUDING CCMS PANELS, SUPPLY LINES FROM METER TO LIGHT FITTINGS, POLE BOX/WINDOW AND ITS ACCESSORIES, EARTHING ETC AS REQUIRED) IN SOUTH AND WEST CIRCLE FOR A PERIOD OF 10 YEARS IN BRPL.

#### EIT NO: CMC/BR/25-26/FK/CR/DG/1283 Dated 09.05.2025

Due Date & Time for Submission of Tender: 15.05.2025, 15:00HRS

Date and Time of opening:15.05.2025, 15:45 HRS

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019 Corporate Identification Number: U74899DL2001PLC111527 Telephone Number: 011-49207235 Website: <u>www.bsesdelhi.com</u>

# **INDEX**

| <b>SECTION – I:</b> | INSTRUCTIONS TO BIDDERS |  |
|---------------------|-------------------------|--|
|                     |                         |  |

**SECTION – III: SCOPE OF WORK8** 

# SECTION I INSTRUCTIONS TO BIDDERS

- 1.1 BSES Rajdhani Power Limited (hereinafter referred to as "BRPL") is engaged in the business of Distribution of Electricity in 2 circles (West & South) covering 23 nos. divisions.
- 1.2 BSES Rajdhani Power Limited intends the following activities:

"COMPREHENSIVE OPERATION AND MAINTENANCE CONTRACT ALONG WITH PHASE WISE REPLACEMENT OF LED PUBLIC LIGHTS (INCLUDING CCMS PANELS, SUPPLY LINES FROM METER TO LIGHT FITTINGS, POLE BOX/WINDOW AND ITS ACCESSORIES, EARTHING ETC AS REQUIRED) IN SOUTH AND WEST CIRCLE FOR A PERIOD OF 10 YEARS IN BRPL."

- 1.3 The bidder must qualify the requirements as specified in SECTION-II. The interested bidders are required to submit documents in support of the qualifying requirement.
- 1.4 Schedule & Tender details:

| Cost of Tender form (Non-        | ₹ 1180/-  |
|----------------------------------|---|
| Refundable)                      |   |
| Tender documents on sale         | 09.05.2025  |
| Date & time of Submission of     | 15.05.2025 till 15:00 HRS (For details ref Clause |
| Tender                           | No.1.6 Offer Submission)                          |
| Date & time of opening of Tender | 15.05.2025 at 15:45 HRS                           |

The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180**/- drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi. The tender papers will be issued on all working days.

1.5 Offers will be received up to 15.05.2025, 03:00 PM at the address given below. The bids shall be opened on 15.05.2025, 03:45 PM. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date & time:

Head of Department Contracts & Material Deptt. BSES Rajdhani Power Ltd 1<sup>st</sup> Floor, C Block BSES Bhawan, Nehru Place New Delhi – 110019

The tender papers will be issued on all working days upto the date mentioned above. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

CMC/BR/25-26/FK/CR/DG/1283 Page 3 of 16

### 1.6 Offer Submission

The bidders are required to submit the bid in <u>one original + one copy</u> to the following address

# Head of Department Contracts & Material Deptt. BSES Rajdhani Power Ltd Ist Floor, Tender Room, BSES Bhawan Nehru Place New Delhi-110019

The bids shall be furnished in sealed envelopes super scribing EOI No., DUE DATE OF SUBMISSION. The same shall be submitted before the due date & time specified

- 1.7 BSES Rajdhani Power Limited reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at anytime prior to finalization of enlistment, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.
- 1.8 After bid evaluation, the list of qualified bidders will be posted on BSES website.
- 1.9 BRPL reserves the right to assess the capability and capacity of the company/firm independently in addition to the details/information furnished by the applicant. BRPL also reserves the right to accept/modify/relax any of the conditions while evaluation/assessment without assigning any reason thereof and to seek additional information, if required.
- 1.10
- 1.11 Short listing of vendors would be carried out depending on various criteria including Technical competence, financial capability, workmanship including quality of work carried out in the past, resource capability, adherence to statutory requirements etc.
- 1.12 Incomplete applications and applications not accompanied with supporting documents are liable to be rejected.
- 1.13 BRPL reserves the right to ask for additional information/supporting documents as and when required.

# 1.14 TIME SCHEDULE

The bidders should complete the following within the dates specified as under:

| S. No. | Steps                | Comprising of  | Due date   |
|--------|----------------------|--|------------|
| 1      | Submission of<br>Bid | Non-refundable demand draft for<br>Rs. 1180/- In case the forms are<br>downloaded from the website<br>Documentary evidence in support<br>of qualifying criteria<br>Any other relevant document | 15.05.2025 |

#### **GENERAL INSTRUCTIONS**

- 1 EOI shall be prepared and submitted in accordance with instructions in this document.
- 2 BRPL reserves the right to request for any additional information.
- 3 Sub-contracting of any or all part of the work is not permissible.
- 4 The *bidding process would be limited* to the firms which submit a response to the EOI.
- 5 The bidders shall submit bid proposals in response to the tender enquiry, which will be separate from the EOI response.



# <u>SECTION – II</u> ELIGIBILITY & EVALUATION CRITERIA

The prospective bidder must meet all of the following qualifying requirements to be eligible to participate in the bidding.

#### 1.1. Technical QR:

- (i) The bidder should have experience in maintenance work of Electricity Distribution Networks OR, Street lights in any power distribution Utilities / SEBs / Discoms / other govt. organizations for not less than continuous 12 months in the preceding seven (7) years from the date of this NIT. The bidder shall submit the following documents in this regard:
  - a) Details of maintenance work of Distribution Network/ Street Light carried out by the bidder in the last seven (7) years.
  - b) Copy of Purchase/Work orders
  - c) Performance certificates
- (ii) Bidder should have an office in Delhi NCR or shall open an office in Delhi NCR within 15 days from the date of LOI/Award of contract. Bidder to submit undertaking/details of such office on their letterhead. The Head/ In-charge of this office should be competent enough to take all decisions related to this contract.

### 1.2. Financial QR:

- (i) The bidder must have executed a single order of a minimum value of Rs 3 Crore or, two orders of a minimum value of Rs 2 Crore each or, three orders of a minimum value of Rs 1 Crore each in the field of Project Execution or maintenance work of Electricity Distribution Networks OR, Street lights in the last seven financial years (FY18 to FY24).
- (ii) The average annual turnover of the Bidder, in the financial years (i.e., FY 24-25, FY 23-24 & FY22-23) should not be less than Rs 8 Crore. The bidder shall submit the Annual Turnover Certificate for these years duly certified by a Chartered Accountant. The Turnover certificate must have a UDIN Number. In case the audited balance sheet is not available with the bidder for FY 24-25, the bidder shall submit the audited balance sheet for FY 21-22 or turnover certified by the auditor of the firm for FY 24-25.
- (iii) The bidder should have a net worth of Rs 2 Crore as of the last day of the preceding financial year on the date of bid submission. The bidder shall submit the Certificate of Net Worth duly certified by a Chartered Accountant for the financial year 2024-23. The Net worth certificate must have a UDIN Number.
- (iv) Bidder must provide proof of having solvency of an amount equal to Rs 1 Cr from any nationalized/ scheduled commercial bank. It should not be older than 1 month from the date of this EOI
- (v) Bidder should have valid Registration of GST & PAN.
- (vi) Bidder should fulfil all statutory compliances like PF, ESI registration, etc.
- (vii) Bidder should have Valid Electrical License for National Capitol territory of Delhi
- (viii) Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, lacks qualifying pre-requisites

to participate in this tender will not be considered. Accordingly an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letter head in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidders who is currently debarred/ blacklisted/ suspended by BRPL will not be considered in this tender.

- (ix) The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted under law, and disqualification from participation in the future tenders of BRPL & Its group companies for indefinite period or period as may be decided by BRPL.
- (x) The bidder should submit an undertaking for "No Litigation" / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.

#### 1.3. Other Requirements:

- (a) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and company's decision shall be final in this regard.
- (b) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to following:
- i. Last three Financial Years (FY 22-23, FY 23-24 & FY 24-25) audited financial statement. Incase audited balance sheet of FY 24-25 is not available then bidder can submit provisional balance sheet for FY 24-25 along with UDIN based CA certificate.
- ii. . In case the audited balance sheet is not available with the bidder for FY 24-25, the bidder shall submit the audited balance sheet for FY 21-22 or turnover certified by the auditor of the firm for FY 24-25.
- iii. Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period upto 31.03.2025, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to deposition of such statutory dues.
- iv. Detail of Banks& Fund & Non fund based Credit limit
- v. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
- vi. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
- vii. Organization Chart of the Bidders Company/organization
- viii. Organisation chart for execution of the contract comprising of Technically Qualified manager, Safety officer as per CEA guidelines, HR manager, Diploma / Graduate Engineers etc.
- ix. Experience details with credentials
- x. Number of Employees & necessary details
- xi. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.
- xii. Work order copies along with performance certificates in support of relevant experience
- xiii. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
- xiv. Networth certificate as elaborated in financial QR
- xv. List of pending litigation with government/other institution on account of executing any order.
- xvi. Copy of ESI/PF Registration certificate
- xvii. Copy of PAN/GST no.
- xviii. Copy of GST Return of last Financial Year.
- xix. Copy of valid Electrical License

CMC/BR/25-26/FK/CR/DG/1283 Page 7 of 16

- xx. Non-Disclosure Agreement (NDA) as per format attached
- xxi. Bidder's details as per format attached
- xxii. Solvency Certificate
- xxiii. An undertaking to provide all Tools & Plants , PPEs as per tender scope
  - (c) The bidder should enclose performance certificates in support of relevant experience.
  - (d) For Existing vendors of BRPL, the evaluation will also include the performance in the existing contracts viaa-vis performance in terms of HR issues, all statutory Compliance parameters and wages disbursement by Vendors. BRPL reserves the right to qualify or disqualify their bid based on the contract performance despite them meeting the above-mentioned qualification requirements.
  - (e) BRPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

# **SECTION-III**

### **SCOPE OF WORK**

### 1. Project Objective:

Comprehensive operation and maintenance contract along with phase wise replacement of led public lights (including CCMS panels, supply lines from meter to light fittings, pole box/window and its accessories, earthing etc. as required) under jurisdiction of 2 circle West and South of BRPL LICENSEE AREA for a period of 10 years extendable further by two years on per point basis. The lighting fixtures include fixtures installed on MS/GI poles, DISCOM concrete poles & walls in public streets and parks & they shall be maintained through this contract. The supply line for these fixtures includes cables (underground/ overhead) / DISCOM AB Bundle conductors. The conductor from pole box to fixture through poles shall also be in the scope of vendor.

### 2. Scope of Work: The scope of work essentially consists of following: -

### Part A: Replacement of LED and CCMS

Bidder have to replace the existing LED total 3.97 lacs and CCMS 5000 nos as follow:

A. The contractor shall replace all aforementioned public lights with new LED fittings and CCMS provided by BRPL. Existing CCMS boxes should also be replaced with new CCMS boxes in proportion to light replacement. The order of replacement shall be from older to newer. The milestone for the replacement shall be 3 years from the start of contract as follows:

| Survey  | 1st Year post survey |          | 2nd year |          | 3rd year |          |
|---|----------------------|----------|----------|----------|----------|----------|
| First 6 months  | 6 months             | 6 months | 6 months | 6 months | 6 months | 6 months |
| Minimum<br>replacement* (in %<br>of<br>total no. of fittings) | 20%                  | 20%      | 20%      | 20%      | 10%      | 10%      |

\*Quantity will be divided equally over months.

|   | Existing                       |             |         |         |         |             |         |         |         | Wa      | ttage       |         |          |          |          |          |              |          |
|---|--------------------------------|-------------|---------|---------|---------|-------------|---------|---------|---------|---------|-------------|---------|----------|----------|----------|----------|--------------|----------|
|   | wattage                        | W<br>1<br>5 | W<br>18 | W<br>20 | W3<br>5 | W<br>3<br>6 | W4<br>0 | W4<br>5 | W<br>70 | W<br>72 | W<br>7<br>5 | W8<br>0 | W1<br>05 | W1<br>20 | W1<br>30 | W1<br>40 | W<br>15<br>0 | W1<br>90 |
| 1 | Propose<br>d<br>wattage(<br>W) | 1<br>5      | 15      | 15      | 20      | 2<br>0      | 20      | 20      | 45      | 45      | 4<br>5      | 45      | 90       | 90       | 90       | 90       | 90           | 90       |

#### Replacement of fittings shall be done as per below table:

CMC/BR/25-26/FK/CR/DG/1283 Page 9 of 16

The bidding shall be done on per point per month basis. BRPL circle wise qty is as follow which includes High Mast, Semi Highmast and Park lights:

 South
 1,67,931

 West
 2,29,039

Total 3,96,970

# Divisions under South and west circle of BRPL is as under:

| Sl. No. | Circle       | Division    |
|---------|--------------|-------------|
| 1       |              | SVR         |
| 2       |              | NFC         |
| 3       |              | KPR         |
| 4       |              | NHP         |
| 5       |              | NZD         |
| 6       | South Circle | ALN         |
| 7       |              | HKS         |
| 8       |              | RKP         |
| 9       |              | SKT         |
| 10      |              | CHP         |
| 11      |              | VKJ (R + U) |
| 12      |              | DWK         |
| 13      |              | JKP         |
| 14      |              | PLM         |
| 15      |              | MNG         |
| 16      |              | UTN         |
| 17      | West Circle  | PJB         |
| 18      |              | VKP         |
| 19      |              | TGN         |
| 20      |              | MDK         |
| 21      |              | JFP + MTN   |
| 22      |              | NJF + CWL   |
| 23      |              | NGL         |

- 1) Bidder should deploy required manpower and T&P for replacement of LED and CCMS for timely execution of project.
- 2) All the replaced street lights shall be geo tagged and the qty of lights on each pole.
- 3) Bidder shall maintain proper record of fixtures (wattage wise) withdraw from BRPL store and replaced on daily basis and share the details as and when required by Engineer-in-Charge.
- 4) New LED fixture will be replaced against old fixture only i.e. one to one. Any new light fixture installed at any missing/ blank point then it will be installed after pre approval of BRPL.
- 5) It is further clarified the existing fixtures are installed on poles of varying heights 10 Mtr, 12

CMC/BR/25-26/FK/CR/DG/1283 Page 10 of 16

Mtr, 16 Mtr, 20 Mtr upto 30 Mtr which include Park Lights, High Mast/ Semi High Mast/ GI/ MS Poles/ PCC Poles etc.

- 6) Dismantled old fixture will be returned to BRPL scrap store on daily basis.
- 7) In case, there is some deviation in the quantities of LED fixture vis-à-vis RFP quantities found in initial survey and otherwise, the payment shall be made on actual basis during any point of time during the contract.
- 8) <u>Penalty in case of fewer or no replacement of fittings and/or CCMS by bidder:</u>

In case of fewer or no replacement of fittings and/or CCMS by bidder, the penalty LDHT shall be imposed on bidder on monthly basis wherein L is difference of load, D is duration, H is burning hours per day and T is applicable tariff at that time.

| Delay of days in replacement | Load Variation (in<br>KW)  | Unit Loss (@ H =12<br>hours) | Penalty (@ Rs. T)            |
|------------------------------|--|------------------------------|------------------------------|
| D Days                       | L = (Proposed Lights to<br>be installed in month –<br>Actual Lights Replaced<br>in month) * (Difference<br>in load of existing<br>fitting and new fitting) | Unit Loss = (L*H*D)          | Penalty = $T^*$<br>{(L*H*D)} |

# Part B : Maintenance and Operation - LED & CCMS

- A. The successful bidder shall comprehensively operate and maintain the whole public light infrastructure from the 20th day of issuance of work order including lighting fixtures with more efficient LED fittings maintain, CCMS Panels, supply lines from DISCOM meter/ Switching Point till light fixtures, pole box/window including accessories like MCB, connectors, earthing etc. in West and South circle of BRPL on per point basis for a period of ten years extendable for two years. The whole street light infrastructure shall be considered to be deemed handed over to the successful bidder on 'as is where is basis' at no extra cost. Contractor must be prepared for it in advance. In order that the convenience of general public is not compromised during any transition phase, it shall be ensured by the successful bidder that extra manpower/ T&P including ladder, rickshaw etc. for switching (manually or remote)/ functionality as an exigency measure be taken as per the directions of Engineer-in-Charge.
- B. The successful bidder shall also undertake aforementioned comprehensive O&M from the 20<sup>th</sup> day of issuance of work order. Drawing and transporting the material, such as LED, wire, cable etc. from main store to division store as well as site.
- C. The lighting fixture shall include fixtures installed on MS/GI poles, DISCOM concrete poles and walls etc. in public streets and parks shall be maintained through this contract. If any further work is required to be taken for smooth & safe operation of system, it shall be taken up by bidder without any extra financial burden on BRPL. The supply line for these fixtures

CMC/BR/25-26/FK/CR/DG/1283 Page 11 of 16 Bidders seal and signature

includes cables (underground/ overhead) / DISCOM AB Bundle conductors. All other cables and accessories supply by BRPL.

D. The bidding shall be done on per point per month basis as follow includes High Mast, Semi Highmast and Park:

| Total | 3,96,970 |
|-------|----------|
| West  | 2,29,039 |
| South | 1,67,931 |

E. Any new LED fixtures installed during the tenure of the contract shall have to be compulsorily taken over by the contractor for operation & maintenance in the same manner as older inventory. The contractor shall be paid for O&M of these extra points wise on agreement rate.

The following points are also to be covered by successful bidder:

- 1. Any poles in dangerous condition shall be dismantled by the contractor and shall be handed over to BRPL and the network shall be restored promptly.
- F. It is to be noted that the quoted and accepted rates on per point per month basis shall remain constant throughout the contract period of 10 years. No escalation on account of increase in wages, cost of material shall be paid to the bidder. This shall prevail over any other clause/ point in the contract in case any contradictions whatsoever.
- G. Bidder shall maintain proper record of fixtures repaired and replaced on daily basis.
- H. The successful bidder shall get details of various street light complaint modes written on each and every pole. Complaints regarding non functional LED lights received from various modes such as e-mail, IOMS, call center etc. must be resolved within 48 hrs. If complaints are not attended/resolved with in stipulated time then penalty as applicable will be impose on bidder.
- I. It is further clarified the fixtures are installed on poles of varying heights 12 Mtr, 16 Mtr, 20 Mtr upto 30m which include High Mast/ Semi High Mast/ GI/ MS Poles/ PCC Poles etc.
- J. Any equipment / machinery / tools or what so ever required for the implementation of the project and to achieve the timelines / benchmarks is in the scope of the bidder.
- K. The maintenance Contract will remain valid till the termination of BRPL maintenance contract with MCD.
- L. The bidder shall be responsible for timely switching ON & OFF of the street lights as per time schedule given by Engineer in Charge from time to time.
- M. In case of failure of remote operation, switching On/ Off of the street light will be executed by the bidder manually under the written intimation to BRPL and rectified in time bound manner.
- N. The bidder shall execute modification whatsoever required by BRPL in network or switching panels for implementation of this project. BRPL shall not bear any additional cost in this account.
- O. The bidder will be solely responsible for functionality 98% of lights and legal proceedings on any account till the end of the Contract Period. If the functionality of light during a month below 98% then bidder will be liable to penalty as per penalty clause.

CMC/BR/25-26/FK/CR/DG/1283 Page 12 of 16 Bidders seal and signature

- P. The successful bidder shall indemnify BRPL from any losses on any account during the execution & maintenance period after take over the street light network till the handing over back to BRPL or its authorized representative.
- Q. The bidder has to setup at-least one office cum maintenance center in each MCD zone with required skilled manpower, necessary spares, vehicles, tower wagon, tools, machinery, sufficient storage space or what so ever is required, within jurisdictional area of BRPL from where proper maintenance of street light network will be ensured. The list of the same shall be submitted by the successful bidder to Engineer- In-Charge and same shall be modified / amended as per the instructions / approval of BRPL, if required.
- R. The bidder shall carry out the work as per provisions / guidelines of CPWD manual amended up-to- date and shall comply the provision of Indian Electricity Rule 1956 & applicable standards.
- S. Few of the points that are to be followed are as under:
- **I.** Joints with old wire are not permitted. This will be the responsibility of the successful bidder to replace the old wire with new copper wire from LED fixture to Pole Box if so required.
- **II.** Operation & Maintenance of the Street Light System, where in all responsibility of maintenance from the switching point control Panels to the Lighting Point, UG Cables, Overhead Street light conductor, Junction Boxes, Connecting Cables, etc., material shall be provided by BRPL.
- III. Each LED light fixture & CCMS feeder panel must be cleaned at least once in every year throughout the contract period. Further, bidder shall ensure 100% closer of CCMS door and junction box cover throughout the contract period
- **IV.** The whole street light infrastructure shall be taken over by bidder on as is where is basis for replacement and comprehensive maintenance.
- A. Minimum manpower to be deployed by bidder is as follows:

| S.<br>No. | Description | Nature of Employee                      | Remarks   | Shift |
|-----------|-------------|---|---|-------|
| 1         | Engineer    | Engineer                                | 2 per BRPL circle   | 1 No  |
| 2         | Supervisor  | Highly skilled<br>employee<br>(DET/GET) | 23 (1 for each BRPL Division)   | 1 No  |
| 3         | Lineman     | Skilled Employee                        | 1 per 2000 Lights   | 1 No  |
| 4         | ALM         | Unskilled Employee                      | 1 per 2000 Lights   | 1 No  |
| 5         | Lineman     | Skilled Employee                        | 8 Nos - Emergency and for<br>QRT 2 lineman per MCD<br>zone (4 zone) will be present | 1 No  |

| 6 | ALM | Unskilled Employee | 8 Nos - Emergency and for<br>QRT 2 ALM per MCD zone<br>(4 zone) will be present | 1 No |
|---|-----|--------------------|---|------|
|   |     |                    |   |      |

Minimum T&P to be deployed by bidder is as follows:

| S. No. | Description   | Remarks  |
|--------|---|--|
| 1      | Tower Wagon – 12 Mtr  | 2 each circle BRPL   |
| 2      | Utility Van – Eeco<br>(10hrs)                                       | 2 in South Circle<br>4 in West Circle  |
| 3      | Rickshaw/ E-rickshaw/<br>TATA ace/ Small E<br>Tempo/ or two-wheeler | 1 per BRPL division for maintenance and transportation of street light material. |

# A. PENALTIES

The successful bidder is hereby required to maintain a minimum uptime of retrofit luminaries of 98% excluding the period of non-availability of power supply. The following will be the performance requirement that successful bidder should meet:

- 1. The successful bidder must achieve the performance benchmark for functionality % age of light fixtures in any particular Ward as given below:
  - Performance benchmark: 98 % or above
  - If the successful bidder achieves the performance benchmark for functionality %age of 98%, then full monthly payments shall be payable to the SUCCESSFUL BIDDER.
  - In case, SUCCESSFUL BIDDER fails to achieve the performance benchmark for functionality %age of light fixtures, then disincentive / compensation for poor performance @ 1% of monthly R&M payments of that area for each percentage in shortfall to achieve performance benchmark shall be deducted with notice to SUCCESSFUL BIDDER.

Formula for calculating payable amount to SUCCESSFUL BIDDER in case, functionality is found below 98% in the particular area in fortnightly joint inspection duly signed by SUCCESSFUL BIDDER& BRPL LICENSEE AREA:

<u>Compensation = (Monthly R&M Payouts of that area) X (98% -Actual functionality % age in area)</u>

| For example                          | e: |   |  |
|--------------------------------------|----|---|--|
| Performance<br>benchmark<br>achieved |    | Disincentive / Compensation for<br>Performance                  | Example  |
| Equal to above 98%                   | OR | NIL   | Full monthly payment   |
| Below 98%                            |    | 1% for each percentage in shortfall<br>to achieve target of 98% | If, Actual<br>performance = 95%<br>Then, Disincentive % :<br>98-95= 3% of monthly<br>payments<br>If, Actual<br>performance = 83%<br>Then, Disincentive % :<br>(98-83)= 15% of<br>monthly payments<br>If, Actual<br>performance = 70% |
|                                      |    |   | Then, Disincentive % :<br>(98-70)= 28% of<br>monthly payments .  |



- All CCMS must be functional; in case of any non-(i) functionality of CCMS, it should be inform by the bidder and must be attended within 48 hours, if beyond repairable at site it should be replaced otherwise penalty @500 per day per CCMS will be levied. The non-functionality is not limited to auto switching only but also includes miscommunication of data in the dashboard. It must also be ensured that the CCMS is housed in a lockable enclosure to avoid any mishappening/sabotage by any miscreants. Functionality of street lights per area must be 98%
- (ii) Compensation for non-fulfillment after 48 hours is reckoned as Rs. 100/- per non-functional LED light fixture per day per default irrespective of overall monthly area wise performance in above table. Starting of failure period for record will be based on the report from CCMS/Complaint In Handling system. the absence of CCMS/Complaint Handling system, starting of failure for record will start w.e.f forwarding the complaint by BRPL authorized representative on dedicated help line nos. & E-mail address of Centralized Control, Monitoring & complaint center established by SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER must keep adequate quantities of spare LED lights, accessories or any other equipment/material what so ever is required in order to enable speedy replacement and achieving the desired performance benchmark of LED light fixtures.
- (iii) Further, in case SUCCESSFUL BIDDER is/are not able to deliver the performance / progress of work as per scheduled timelines, BRPL reserves the right to get the work done at the risk & cost of SUCCESSFUL BIDDER.