

Hiring of Bharat Bill Payment Operating Units (BBPOUs) for collection of Electricity Bill Payments for BSES Rajdhani Power Limited

PRE - BID REPLIES

Point	Page No	BRPL Tender Terms	Bidder Query	BRPL Reply
Due Date for Submission of Tender		Due Date for Submission of Tender: 21.02.2023, 1500 HRS		Extension of Bid Submission date and time: 03-03-2023, 1500 HRS
Date & time of opening of Tender		Date & time of opening of Tender: : 21.02.2023, 1530 HRS		Extension of Opening of Bid date and time: 03-03-2023, 1530 HRS
Clause :6		The rate will remain firm and final for the entire duration of work to be carried out by the Contractor, and are not subject to any escalation and variation for any reason whatsoever. Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates set out above . In the event that Contractor is at any time in material breach of any provision of this Contract, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Contract or under any applicable law, BRPL shall have no obligation to make payments to Contractor in respect of the Services until such material breach is cured to the satisfaction of BRPL in accordance with the provisions of this Contract.	The Company has right to withhold payment subject to the material breach of the contract however material breach is not defined hence any deviation may be termed as material breach which gives right to hold the payment to WEPL.	As per the Tender Terms only.
Clause 10.4		The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.	The Company is seeking unconditional bank guarantee and for contractual obligations the decision of the Company will be final. This may deprive WEPL the right to seek injunction against the invocation of bank guarantee against WEPL.	As per the Tender Terms only.
14.0 INDEMNITY:		Notwithstanding contrary to anything contained in this tender, contractor shall at his costs and risks make good any loss or damage to the property of the company and/or the other contractor engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other contractor engaged by the company whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.  Contractor shall indemnify and save harmless Company against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from: 17.1) any breach, non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract. 17.2) any act or omission by contractor or its employees or agents. 17.3) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by Company or any other third party at site including adjoining neighbors. 17.4) Contractor shall at all times indemnify Company against all liabilities to other persons, including employees or agents of Company or other contractors for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise.	Clause 14, page 26- Indemnity clause is one sided and WEPL has got no indemnity from the Company also sub-clause 17.4 (typo error) require WEPL to give exhaustive indemnity.	As per the Tender Terms only.
15.0 ASSIGNMENT		This Work Order shall not be assigned either fully or in part by the Contractor to any third party without the consent, in writing, of the BRPL and upon such terms as are mutually agreed by both the parties hereto. BRPL may, in whole or in part, assign this Work Order to its affiliates, without the prior written consent of the Contractor. In the event this Work Order is assigned under the terms of this Clause, the assignees of the respective parties shall be bound by the terms and conditions of this Work Order and shall, if deemed necessary by the parties at the time of such assignment, undertake in writing to be so bound by this Work Order.	Clause 15& 16, page 26-27- The clarity required as clause 15 obligates a written permission for the assignment of work under the contract & 16 prohibits the subcontracting.	As per the Tender Terms only.
16.0 SUB-CONTRACTING / SUBLETTING:		CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works.		As per the Tender Terms only.

## Hiring of Bharat Bill Payment Operating Units (BBPOUs) for collection of Electricity Bill Payments for BSES Rajdhani Power Limited

## PRE - BID REPLIES

Point	Page No	BRPL Tender Terms	Bidder Query	BRPL Reply
19.6 Inspection		BRPL and/or any Officer-in-Charge person designated by BRPL shall at all times have access to any site where contractor is performing any of the Services and such person shall have the right to inspect such performance thereto at such site.		As per the Tender Terms only.
24. RELEASE OF INFORMATION AND CONFIDENTIALITY:		<p>The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from Company. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Company. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information, drawings, records and other documents shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.</p> <p>This technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the Contractor during the execution of this order, if any, immediately after they have been used for agreed purpose.</p> <p>In the event of any breach of these provisions, the contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.</p>	<p>The confidentiality obligation is not mutual and it is applicable to WEPL only, apart from that this clause is perpetual in nature.</p> <p>The termination right is given to the Company only not to the WEPL.</p> <p>The NDA agreement draft on page 46 is also one sided and the Company is disclosing party however it should be mutual given the nature of our business.</p>	As per the Tender Terms only.
4.i	37	The selected bidders should include our 100% transactions under NPCI Settlement guaranteed provision and able to route overall transactions through BBPS Central Unit System (BBPCU).	Routing of ON US transactions through NPCI will increase transaction time, avoidable additional load on the systems and increase chances of transaction failures. Hence, we suggest to allow very small no. of ON US transactions be processed without routing through BBPCU.	As per directions of NPCI, 100% transactions should route through BBPS.
4.ii	37	The total payments (without any deductions) towards Electricity bills collected have to be Deposited/Transferred at the designated Bank Account on a daily basis i.e. it must be deposited T+1 day (Before 12:00 PM, positively).	Bank makes payment on T + 1 (End of day) basis to all billers. Banks systems are under upgradation process. During the agreement period bank will put best efforts for ensuring the automated settlement and MIS process.	Request to kindly honour the given condition. One hour additionally can be allowed on special cases.
4.iii	37	Centralized MIS in the agreed format must be sent to BRPL on daily basis for the full fund collected (without any deductions) i.e. MIS to be provided by T+1 day before 11 am on regular basis (all days, without any delay) through auto mailer. Bidder should be in position to migrate to online mode for obtaining bill data & updating payment on real time basis.	Bank will share the MIS along with settlement by T + 1 (End of Day). Banks systems are under upgradation process. During the agreement period bank will put best efforts for ensuring the automated settlement and MIS process.	MIS and text file is required before 11am on daily basis through auto mailer (including all holidays, even if the transaction is NIL)
4.iv	37	The entire process relating to collections, preparing and sending txt / MIS should be on automated basis and without any manual intervention.	Banks systems are under upgradation process. During the agreement period bank will put best efforts for ensuring the automated settlement and MIS process.	The process will start from 01.07.23 and Bank is having sufficient time to upgrade their systems. Automated process is desirable.
4.vii	37	Invoice for the commission /charge /settlement shall be raised by the vendor on monthly basis. No deduction is to be made from the amount collected from the customer towards any commission /charge/settlement. Amount received from the customers shall be deposited on gross basis. The TDS will be deducted from bill as per tax provisions.	Please allow us to do net settlement & invoice will be shared with 15 days of next month. This approach will reduce the delay in the process of claiming the invoice amount.	Net settlement is not possible in BBPS process. Bank has to first get the details verified from BRPL and then raise an invoice. Invoice should reach BRPL office before 09th of next month so that payment can be released in time.
3. VII	37	Complete the necessary integration with BRPL and ensure communication with aggregator/ BBPOU over secure channel	1. Integration with how many systems. 2. Is there any separate integration for Prepaid meter recharge or only with BRPL.	1. (Presently Energy bills and Prepaid recharge, Enforcement will be added once NPCI confirms Integration). 2. NPCI will give directions and API etc will be provided by BRPL directly.
5.i	38	Delay in deposit/transfer of collected amount at the designated Bank Account after prescribed time limit will attract the Penalty of Rs. 5000/- plus @ SBI MCLR + 3.50% Interest on collected amount on per day basis.	Bank makes payment on T + 1 basis to all billers. However, due to technical or other related difficulties in very few cases settlement may delay, We request you to consider charging interest post T + 5. Alternatively, please allow a maximum of 20 occasions in a year for delayed settlement.	No change in this clause is possible.
5.ii	38	Delay in provide the MIS files after prescribed time limit will attract the Penalty of Rs. 5000/- plus @ SBI MCLR + 3.50% Interest on collected amount on per day basis.	Both Settlement and MIS sharing to BSES is interlinked. We advise not to levy separate penalty clauses for delay in MIS sharing.	Reply is already covered in above points.
General query		Transaction count & Amount	Please provide the BBPS Transaction Count & Amount of BSES Rajdhani power limited and BSES Rajdhani Prepaid meter recharge for last 12 months.	April 22 to Jan23 - 1.04 cr transactions and Rs 3800 cr amount is collected through BBPS
3.ii	36	Multilingual language support	Details of languages support required .	Hindi and English is sufficient

## Hiring of Bharat Bill Payment Operating Units (BBPOUs) for collection of Electricity Bill Payments for BSES Rajdhani Power Limited

## PRE - BID REPLIES

Point	Page No	BRPL Tender Terms	Bidder Query	BRPL Reply
6.i	21	The rate will remain firm and final for the entire duration of work to be carried out by the Contractor, and are not subject to any escalation and variation for any reason whatsoever.	Request to allow the change in the commercials quoted in case of any changes in NPCI commercials structure, addition of new charges etc.	This is ok but that will be in case of Government direction only and subject to approval by BRPL management.
Clause 1.3(1)	4	Bidder should be an authorized entity (BBPOU) in BBPS System.	Additionally, bidder should be authorized by at least 25 billers to operate as default OU out of which at least 2 should be electricity board. Performance Certificate of at least 10 billers to be submitted. Currently more than 100 billers are live on BBPS platform.	This move will restrict competition. Entity, once approved by NPCI, can bid.
Clause 1.3	4	Commercial Criteria	Add Addition Criteria – Bidder should be a profit making entity for at least 3 years [required for most government tenders] with minimum profit of at least Rs 50 Cr/year.	Profit making entity is ok but profit amount should not be capped.
Clause 1.3	4	Technical Criteria	Bidder should have at least 10 Agent Institute	Not a requirement
Clause 1.1.1	3	EMD and Tender Fee	EMD and Tender fee should be allowed through electronic fund transfer. Kindly share the bank account details to submit the tender cost and EMD as physical DD is not possible.	Beneficiary Name: BSES Rajdhani Power Limited Bank Name : State Bank of India A/c No.: 40214783615 IFSC Code : SBIN0009601 Branch address : 15TH FLOOR, JAWAHAR VYAPAR BHAWAN, 1, TOLSTOY MARG, JANPATH, NEW DELHI 110001
Clause 4(i)	37	The selected bidders should include our 100% transactions under NPCI Settlement	As per RBI guidelines BBPOU is allowed to process the transactions through On-Us and Off Us channels. However both these transactions are reported to NPCI. Hence would request you to kindly allow the transactions to be processed under On-Us and Off-Us.	NPCI direction is to route 100% transactions through BBPS.
Clause 4(ii)	37	Collections should be deposited on T+1 day (Before 12:00 PM, positively)	This should be changed to T+1 bank working day and not later than 4:00 PM since penalty will be imposed on delay.	Relaxation can be given by one hour time, on specific day.
Clause 4(iii)	37	MIS should be sent to BRPL on T+1 day (Before 11:00 AM on all days)	This should be changed to T+1 working day by 1:00 PM.	Relaxation can be given by one hour time, on specific day.
Litigation History	45	LITIGATION HISTORY to be submitted by bidders	NA or self-declaration by bidders for no litigation to	Agreed on Letterhead of Bidder
Check List- Point 4	51	Bill Of Material (Unpriced)	Please clarify this requirement	Not a requirement