

## Addendum to RFP for Implementation of Greenfield Street Lighting Project for 113 ULBs in Odisha on PPP Basis

Sr No	Clause Reference	Clause Description	Clause Revised Description																								
1.	<b>RFP Clause 2.10</b>	<p>The Authority shall endeavour to adhere to the following schedule for the bid process:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #a0c0ff;"> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Event</th> <th style="text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">4.</td> <td>Authority response to queries and issuance of revised Bid Documents by the Authority latest by (if required)</td> <td style="text-align: center;">04 Jun 2018</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Bid Due Date</td> <td style="text-align: center;">19 June 2018, 1500 hours</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Opening of Technical Proposals</td> <td style="text-align: center;">19 June2018, 1530 hours</td> </tr> </tbody> </table>	Sl. No.	Event	Date	4.	Authority response to queries and issuance of revised Bid Documents by the Authority latest by (if required)	04 Jun 2018	5	Bid Due Date	19 June 2018, 1500 hours	6	Opening of Technical Proposals	19 June2018, 1530 hours	<p>The Authority shall endeavour to adhere to the following schedule for the bid process:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #a0c0ff;"> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Event</th> <th style="text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">4.</td> <td>Authority response to queries and issuance of revised Bid Documents by the Authority latest by (if required) )</td> <td style="text-align: center;">On or before 14 Jun 2018</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Bid Due Date</td> <td style="text-align: center;">2 July 2018, 1500 hours</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Opening of Technical Proposals</td> <td style="text-align: center;">2 July 2018, 1530 hours</td> </tr> </tbody> </table>	Sl. No.	Event	Date	4.	Authority response to queries and issuance of revised Bid Documents by the Authority latest by (if required) )	On or before 14 Jun 2018	5	Bid Due Date	2 July 2018, 1500 hours	6	Opening of Technical Proposals	2 July 2018, 1530 hours
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2.	<b>RFP Clause 4.1</b>	<p>a) A Bidder shall be a Company registered under the Companies Act or an equivalent law outside India, acting in its individual capacity or as a Consortium. The term Bidder used in this RFP shall apply to both a single entity as well as a Consortium.</p>	<p>a) A Bidder shall be a Company registered under the Companies Act or an equivalent law outside India, or a registered partnership firm ( registered under section 59 of partnership act 1932) or a limited liability partnership (under the limited liability partnership act 2002) or a proprietorship firm, acting in its individual capacity or as a Consortium. Provided that the Bidder shall be required to furnish details of its structure as per format specified in Annexure D of RFP supported by relevant documentary evidence. The term Bidder used in this RFP shall apply to both a single entity as well as a Consortium.</p>																								
3.	<b>RFP Clause 4.2.B (a)</b>	<p>(a) .....</p> <p>If the Bid is submitted by a Consortium, the Financial Capacity must be met individually and collectively by all the Consortium Members, provided that the Net Worth requirement to be met by a Consortium Member shall be in proportion to its equity commitment in the Project SPV.</p> <p>.....</p>	<p>(a) .....</p> <p>If the Bid is submitted by a Consortium, the Financial Capacity must be met individually and collectively by all the Consortium Members, provided that the Net Worth requirement to be met by each Consortium Member shall be at least 20% of the total Net Worth requirement.</p> <p>.....</p>																								

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4.	<b>RFP ANNEXURE G -FINANCIAL CAPACITY</b>	<p>We certify that [<i>name of the Consortium Members</i>] had a Total Net Worth of [<i>INR crore or equivalent in USD*</i>] computed according to the instructions set out in the RFP based on the unconsolidated audited annual accounts of the preceding financial year (2016-2017) immediately available prior to Bid Due Date.</p> <table border="1" data-bbox="394 371 1151 767"> <thead> <tr> <th data-bbox="394 371 560 619">Name of Consortium Member  (1)</th> <th data-bbox="566 371 732 619">Intended equity commitment in the SPV (%)**  (2)</th> <th data-bbox="739 371 904 619">Net Worth (INR crore)  (3)</th> <th data-bbox="911 371 1151 619">Eligible Net Worth (INR crore) (Total Net Worth x column 2)  (4)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2" data-bbox="394 708 732 767"><b>Total Net Worth</b></td> <td> </td> <td> </td> </tr> </tbody> </table> <p>* Equivalent in USD shall be calculated in accordance with the provision of Clause 4.2 B (a) of the RFP. ** Shall not be less than 51% for Lead Member and 20% for Other Member</p>	Name of Consortium Member  (1)	Intended equity commitment in the SPV (%)**  (2)	Net Worth (INR crore)  (3)	Eligible Net Worth (INR crore) (Total Net Worth x column 2)  (4)									<b>Total Net Worth</b>				<p>We certify that [<i>name of the Consortium Members</i>] had a Total Net Worth of [<i>INR crore or equivalent in USD*</i>] computed according to the instructions set out in the RFP based on the unconsolidated audited annual accounts of the preceding financial year (2016-2017) immediately available prior to Bid Due Date.</p> <table border="1" data-bbox="1169 403 1924 799"> <thead> <tr> <th data-bbox="1169 403 1397 651">Name of Consortium Member  (1)</th> <th data-bbox="1404 403 1641 651">Net Worth (INR Crore) of the Consortium Member  (2)</th> <th data-bbox="1648 403 1924 651">Eligible Net Worth (INR crore)**  (3)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2" data-bbox="1169 740 1641 799"><b>Total Net Worth</b></td> <td> </td> </tr> </tbody> </table> <p>* Equivalent in USD shall be calculated in accordance with the provision of Clause 4.2 B (a) of the RFP. ** Shall be at least 20% of the Total Net Worth requirement in the RFP.</p>	Name of Consortium Member  (1)	Net Worth (INR Crore) of the Consortium Member  (2)	Eligible Net Worth (INR crore)**  (3)							<b>Total Net Worth</b>		
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5.	<b>RFP Clause 9.1 (b)</b>	(b) The Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion. The Authority's responses (including an explanation of the query but not identification of its source) will be made available on websites www.ouidf.in and www.tendersodisha.gov.in for reference to all Bidders.	(b) The Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. <del>However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion.</del> The Authority's responses (including an explanation of the query but not identification of its source) will be made available on websites www.ouidf.in and www.tendersodisha.gov.in for reference to all Bidders.																												
6.	<b>RFP Schedule A - Clause 3.2</b>	..... The Project is envisaged to be implemented in all ULBs within 4 months of signing of contract with an O&M phase of 7 years.	..... The Project is envisaged to be implemented in all ULBs <b>within five (5) months</b> of signing of contract with an O&M phase of 7 years.																												
7.	<b>RFP Schedule A - Clause 3.3</b>	<b>Cluster wise BoQ for Greenfield Public Street Lighting Systems</b>	<b>Cluster wise BoQ for Greenfield Public Street Lighting Systems</b>																												

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		Particulars	Cluster A	Cluster B	Cluster C	Cluster D	Cluster E	Particulars	Cluster A	Cluster B	Cluster C	Cluster D	Cluster E												
		Misc- Base Hydraulic Lift	2	2	2	2	2	Misc- Base Hydraulic Lift	7	4	4	4	3												
8.	<b>RFP Annexure L - Input-Sheet-Cluster-A, B, C, D &amp; E</b>							Please refer to revised Annexure L - Input-Sheet-Cluster-A, B, C, D & E modified for revised BoQ as per serial number 7 above and uploaded with this addendum  <i>(Kindly visit OUIDF website at <a href="http://www.ouidf.in">www.ouidf.in</a> for revised Excel spread sheets of Annexure L)</i>																	
9.	<b>SIOM Clause 3.1</b>	Other than in the event of a Qualifying Change in Law, a Fundamental Change in Law, a Force Majeure Event or an Emergency, which might have the effect of termination or extension, the Project SPV shall achieve the Project COD for the Project, in accordance with Clause 5.5, within four (4) Months of the Effective Date ( <b>Project SCOD</b> ).						Other than in the event of a Qualifying Change in Law, a Fundamental Change in Law, a Force Majeure Event or an Emergency, which might have the effect of termination or extension, the Project SPV shall achieve the Project COD for the Project, in accordance with Clause 5.5, <b>within five (5) Months</b> of the Effective Date ( <b>Project SCOD</b> ).																	
10.	<b>SIOM Clause 5.4</b>	The Project SPV is required to achieve the Project COD within four (4) months from the Execution Date. The Project SPV shall conduct the activities with the timelines mentioned as under for achieving the Project COD.						The Project SPV is required to achieve the Project COD within <b>five (5) months</b> from the Execution Date. The Project SPV shall conduct the activities with the timelines mentioned as under for achieving the Project COD.																	
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		<p>3 Implementation and Commissioning, In parallel with Activity 2 with a max. duration of four (4) Months from the Execution Date.</p> <p>4 Asset marking / pole painting and preparation of asset register Project SPV to undertake the asset marking/ pole painting exercise in accordance with Schedule 4 to complete it within 2 days of Equipment installation.</p> <p>As soon as Equipment installation is complete specific to each feeder panel, the asset register to be prepared within 5 days of Equipment installation. in accordance with Schedule 4 and to submit it to Authority.</p> <p>The Project SPV shall seek disbursement of Capital Subsidy by raising Invoice on Monthly basis based on validation of the installation and commissioning of the Equipment and Equipment Commissioning Certificate issued for all the stretches for a ULB in accordance with approved Equipment Installation Plan</p>	<p>3 Implementation and Commissioning, In parallel with Activity 2 with a max. duration of <b>five (5) Months</b> from the Execution Date.</p> <p>4 Asset marking / pole painting and preparation of asset register Project SPV to undertake the asset marking/ pole painting exercise in accordance with Schedule 4 to complete it within 2 days of Equipment installation.</p> <p>As soon as Equipment installation is complete specific to each feeder panel, the asset register to be prepared within 5 days of Equipment installation. in accordance with Schedule 4 and to submit it to Authority.</p> <p>The Project SPV shall seek disbursement of Capital Subsidy by raising Invoice on <b>fortnightly</b> basis based on validation of the installation and commissioning of the Equipment and Equipment Commissioning Certificate issued for all the stretches for a ULB in accordance with approved Equipment Installation Plan</p>																								
11.	<b>SIOM Clause 5.5 (d)</b>	<p>.....</p> <p>The procedure laid down in (a), (b) &amp; (d) above shall be followed based on Street Light Points installed / commissioned on monthly basis.</p>	<p>.....</p> <p>The procedure laid down in (a), (b) &amp; (d) above shall be followed based on Street Light Points installed / commissioned on <b>fortnightly</b> basis.</p>																								
12.	<b>SIOM Clause 12.1</b>		<p>f) In the event, based on the outcome of bid process, if same Bidder is awarded with two (2) Clusters , the Selected Bidder should submit separate Performance Bank Guarantee specific to each Cluster. Selected Bidder cannot choose any one of the two Clusters.</p>																								
13.	<b>SIOM SCHEDULE 1</b>	<p><b>SCHEDULE 1 - GREENFIELD STREET LIGHTING SYSTEM UNDER CLUSTER</b></p> <table border="1" data-bbox="394 1401 1120 1442"> <thead> <tr> <th>Particulars</th> <th>Clust</th> <th>Clust</th> <th>Clust</th> <th>Clust</th> <th>Clust</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Particulars	Clust	Clust	Clust	Clust	Clust							<p><b>SCHEDULE 1 - GREENFIELD STREET LIGHTING SYSTEM UNDER CLUSTER</b></p> <table border="1" data-bbox="1171 1401 1897 1442"> <thead> <tr> <th>Particulars</th> <th>Clust</th> <th>Clust</th> <th>Clust</th> <th>Clust</th> <th>Clust</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Particulars	Clust	Clust	Clust	Clust	Clust						
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		Misc- Base Hydraulic Lift	Num bers	2	2	2	2	2	Misc- Base Hydraulic Lift	Num bers	7	4	4	4	3
14.	SIOM Schedule 3 – Clause 3(a) Minimum technical specifications for LED Luminaires,	Parameter	Specification/ type of test					Parameter	Specification/ type of test						
		Surge Protection	<ul style="list-style-type: none"> <li>Driver internal surge protection of 4 KV (applicability IS 15885, driver safety 16104-1/2) ; IEC61000-4-5</li> <li>External SPD for each LED Luminaire to be &gt; 20 KV/ 10 KA (as per ANSI C 136.2-2014)</li> </ul>					Surge Protection	<ul style="list-style-type: none"> <li>Driver internal surge protection of 4 KV (applicability IS 15885, driver safety 16104-1/2) ; IEC61000-4-5</li> <li>External SPD for each LED Luminaire to be &gt; <b>10 KV/ 10 KA</b> (as per ANSI C 136.2-2014)</li> </ul>						
		Luminaire body	<ul style="list-style-type: none"> <li>Single housing construction made of corrosion free high pressure aluminum die cast conforming to IP 66.</li> <li>Protection safety as per IEC 60598/ IS 10322.</li> </ul>					Luminaire body	<ul style="list-style-type: none"> <li>Single housing construction made of corrosion free <b>aluminum extrusion or</b> high pressure aluminum die cast conforming to IP 66.</li> <li>Protection safety as per IEC 60598/ IS 10322.</li> </ul>						
		Cover Frame	<ul style="list-style-type: none"> <li>Polycarbonate cover fixed to the housing by means of stainless steel screws.</li> </ul>					Cover Frame	<ul style="list-style-type: none"> <li><del>Polycarbonate cover fixed to the housing by means of stainless steel screws.</del></li> </ul>						
15.	SIOM Schedule 3 – Clause 3(a) Minimum technical specifications for LED Luminaires,	Parameter	Specification/ type of test			Test methods/ standards									
		Mention of brand name on LED Luminaire	Project SPV to mention the brand name on the LED Luminaire in non-erasable form to maintain the traceability and effective monitoring & verification with regards to quality issues and			CONFIRM									

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			complaints specific to LED Luminaire supplier.
16.	<b>SIOM Schedule 5 Clause 2 (a)</b>	<p>a) The Project SPV shall be responsible for maintaining the LED Luminaires under the Project in good working condition and shall ensure the following during the Term of the Project:</p> <p>i. Non-working lamp hours at the Project level shall be maintained within a limits of 5% (i.e. 95% availability);</p> <p>ii Repair, replace and cure all faults to ensure all reported and/ or identified defective and/ or non-glowing lamps are brought back to acceptable working conditions, meeting the criteria specified in the Schedule 3. This shall be accomplished within a period of forty-eight (48) hours from the time of identification or reporting of failure/ defect by respective ULB online in CCMS web portal /in mail / written format.</p>	<p>a) The Project SPV shall be responsible for maintaining the LED Luminaires under the Project in good working condition and shall ensure the following during the Term of the Project:</p> <p>i. Non-working lamp hours at the Project level shall be maintained within a limits of 5% (i.e. 95% availability);</p> <p>ii Repair, replace and cure all faults to ensure all reported and/ or identified defective and/ or non-glowing lamps are brought back to acceptable working conditions, meeting the criteria specified in the Schedule 3. This shall be accomplished within a period of forty-eight (48) hours from the time of identification or reporting of failure/ defect by respective ULB online in CCMS web portal /in mail / written format.</p> <p>iii. Being a greenfield street light project, to ensure notional energy savings accruing from the Project, the Project SPV should ensure that the wattage of LED Luminaire installed for different road stretches covered under Project for Greenfield Public Street Lighting System will be as specified by Authority according to the Schedule 3 Clause 1 (b) over the Project Term.</p>
17.	<b>SIOM ANNEX 5 - FORMAT OF THE PAYMENT STATEMENT</b>	<p><i>Note:</i>  <i>*Capital Subsidy is payable on monthly basis specific to each ULB on completion of all the stretches for that ULB and on the basis of actual Equipment commissioning and other infrastructure in accordance with approved Equipment Installation Plan.</i>  <i>#Project SPV to insert the respective milestone &amp; evidence, as</i></p>	<p><i>Note:</i>  <i>*Capital Subsidy is payable on fortnightly basis specific to each ULB on completion of all the stretches for that ULB and on the basis of actual Equipment commissioning and other infrastructure in accordance with approved Equipment Installation Plan.</i>  <i>#Project SPV to insert the respective milestone &amp; evidence, as</i></p>

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		<p><i>applicable. The Project SPV is required to get the validation of the installation and commissioning of the Equipment as per the Equipment Installation Plan from the respective ULBs.</i></p> <p><b>**Annuity Fee shall be payable monthly and shall comprise of capex and opex component.</b></p> <p><b>***Amount to be computed based on Equipment Rate provided in Schedule 7.</b></p>	<p><i>applicable. The Project SPV is required to get the validation of the installation and commissioning of the Equipment as per the Equipment Installation Plan from the respective ULBs.</i></p> <p><b>**Annuity Fee shall be payable <b>Quarterly</b> and shall comprise of capex and opex component.</b></p> <p><b>***Amount to be computed based on Equipment Rate provided in Schedule 7.</b></p>
18.	<b>RFP Clause 16.2</b>	<p>.....</p> <p>Provided that, if the Selected Bidder fails to fulfil its obligations as set out in this Clause 16.2 (d) in respect of one or more Clusters, then the amounts from the Bid Security and the Supplementary Bid Security will be forfeited for the respective Cluster in respect of which the obligations have not been fulfilled.</p>	<p>.....</p> <p>Provided that, if the Selected Bidder fails to fulfil its obligations as set out in this Clause 16.2 (d) in respect of one or more Clusters, then the Bid Security and the Supplementary Bid Security, if applicable, will be forfeited.</p>