

**Odisha Urban Infrastructure Development Fund
(Govt. of Odisha)**

Request For Proposal

For

**IMPLEMENTATION OF GREENFIELD STREET
LIGHTING PROJECT FOR 113 ULBs IN
ODISHA ON PPP BASIS**

**RFP DOCUMENT NO. 13-HUD-65-REFM-17-SCH-
0009/2017 (Pt.)/12646/HUD/ dt. 22.05.2018**

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DISCLAIMER

The information contained in the Bid Documents or any other information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of the Authority and its employees or advisors is provided to Bidders on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and further it is neither an offer nor an invitation by the Authority to the Bidders or any other Person. The purpose of the Bid Documents is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

The Bid Documents include statements which reflect various assumptions and assessments arrived at by the Authority and its advisors for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in the Bid Documents may not be appropriate for all Persons and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads the Bid Documents. The assumptions, assessments, statements and information contained in the Bid Documents may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bid Documents.

The information provided in the Bid Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. The Authority and their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Documents.

The Authority and its employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the Bid Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Documents and any assessment, assumption, statement or information contained in the Bid Documents or deemed to form part of the Bid Documents or arising in any way.

The Authority and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the content of the Bid Documents.

It will be deemed that by submitting a Bid, each Bidder agrees and releases the Authority and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the Bid Documents and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Bid Documents.

The issue of the Bid Documents does not imply that the Authority is bound to qualify any Bidder or to award the SIOM Agreement for the Project to any Bidder. The Authority reserves the right to reject all or any of the Bids for the Project, without assigning any reasons whatsoever.

The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders and the Authority and its employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

GLOSSARY

In this RFP, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below. Capitalised terms not defined below shall have the meaning given to them in the SIOM Agreement and the SHA.

Addendum or Addenda	means an addendum or addenda to the Bid Documents.
Annual O&M Payment	means the value calculated in accordance with the Financial Proposal, based on the O&M Fee quoted by the Selected Bidder in its Financial Proposal.
Annuity Fee	has the meaning ascribed to it in the SIOM Agreement.
Associate	means, in relation to a Bidder, a Person who Controls, or is Controlled by, or is under the common Control of such Bidder.
Authority	have the meaning ascribed to it in Clause 1.1.
Bid	means a bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder for award of the Project pursuant to the RFP, and Bids mean collectively, all the bids. Provided that in the event the Bidder participates for more than one Cluster, it shall submit separate Financial Proposal for such Cluster and it will constitute part of its Bid.
Bid Documents	means this RFP, the draft SIOM Agreement, the draft SHA, any Addenda or clarifications issued to the Bidders in accordance with this RFP, and other documents provided by the Authority pursuant to this RFP.
Bid Due Date	means the last date for submission of Bids, being the date specified in the Bid Schedule, set out in Clause 2.10.
Bid Parameter	means the value calculated in the following manner, which is based on the Financial Proposal submitted by a Bidder: [Total Capital Expenditure] + [Net present value of the Annual O&M Payment]
Bid Parameter Sheet	means the excel sheet, provided as a part of the Financial Proposal, in which the Total Capital Expenditure, Annual O&M Payment, Annuity Fee and the Bid Parameter will be calculated, based on the Equipment Rate and the O&M Fee quoted by the Bidders.
Bid Process	means the single stage bidding process undertaken by the Authority to award the Project to the Selected Bidder, the

	terms of which are set out in this RFP.
Bid Schedule	means the schedule of the bid process as set out in Clause 2.10 and as may be amended from time to time.
Bid Security	has the meaning ascribed to it in Clause 15.1.
Bidder	Shall have the same meaning as ascribed hereto in Clause 4.1 of this RFP;
Capital Subsidy	means the subsidy amounting to 90% of the Project Cost, to be paid jointly ¹ by the Authority and the ULBs of the respective Cluster to the Project SPV, in accordance with the terms of the SIOM Agreements.
Clause	means a clause of this RFP.
Cluster	Shall have the same meaning as ascribed hereto in Clause 1.2 of RFP.
Companies Act	means the (Indian) Companies Act, 1956 and the (Indian) Companies Act, 2013, to the extent applicable.
Consortium	means a combination of two/three companies that have formed a consortium or association by fulfilling the requirements set out in this RFP, including executing a JBA, for the purpose of participating in the Bid Process and for implementing the Project, if such consortium or association is declared as the Selected Bidder.
Consortium Member/Member	means a member of a Consortium.
Control	with respect to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise.
DMA	means the Directorate of Municipal Administration, Housing and Urban Development Department, Government of Odisha.
Equipment	has the meaning ascribed to it in the SIOM Agreement.
Equipment Rate	has the meaning ascribed to it in the SIOM Agreement.
Financial Capacity	has the meaning ascribed to it in Clause 4.2 - B of this RFP.
Financial Proposal	means the financial proposal, comprising of the Input Sheet

¹ The Capital Subsidy to be provided by the Authority and the ULBs shall comprise of grants received by the Authority from OUIDF and contribution by ULBs from loan provided by OUIDF to the ULBs.

	and the Bid Parameter Sheet, submitted by a Bidder during the Bid Stage.
Financial Year	means each 12 month period commencing on 1 April of one calendar year and ending on 31 March of the next calendar year.
Greenfield Public Street Lighting System	means entire greenfield street lighting infrastructure including LED Luminaires, outreach arms, communication, control, protection, automation devices, cables/wires, poles, pole junction box, outreach arms, earthing electrodes, GI earthing strip, feeder panels, switchgear, control and protection devices etc. taken together in the Cluster, installed as per the approved Equipment Installation Plan and mentioned in the Amendment Agreement and Equipment Commissioning Certificate issued by the Authority and specific to each Cluster in accordance with their respective SIOM Agreements.
GOO	means the Government of Odisha.
Information Memorandum	means the information memorandum prepared by the Authority in relation to the Project and provided as part of the RFP, at Schedule A.
Input Sheet	means the excel sheet, provided as a part of the Financial Proposal, in which the Bidders shall quote the Equipment Rate and the O&M Fee.
JBA	means the binding joint bidding agreement executed between the Consortium Members in accordance with this RFP.
Lead Member	in the context of a Consortium, means the Consortium Member authorised by the other Consortium Member, to act as the lead member with the rights and obligations set out in this RFP.
LED Luminaires	means a complete lighting unit comprising light emitting diode (LED) packages, together with driver, controller, housing, appurtenances and parts designed to distribute the light, to position and protect the luminaire components and to connect the luminaire to power supply.
LOA	means the letter of award that will be issued by Authority to the Selected Bidder.
Luminaires	means a complete lighting unit comprising of one or more lamps of any type like induction lamp, LED, sodium vapour lamp, CFL, florescent tube lights, high lumen tubes, or any other type of lamp, together with its housing and appurtenances and parts designed to distribute the light, to

	position and protect the lamps and to connect the lamps to power supply.
Net Worth	has the meaning ascribed to it in Clause 4.2-B of this RFP.
O&M	means operation and maintenance of the Project.
O&M Fee	has the meaning ascribed to it in the SIOM Agreement.
Performance Bank Guarantee	means, for each Cluster, a bank guarantee to be submitted by the Project SPV in accordance with the terms of the SIOM Agreements.
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, unincorporated organization or any other legal entity.
PPP	means public-private partnership.
Pre-Bid Meeting	has the meaning ascribed to it in Clause 9.2 .
Preferred Bidder	has the meaning ascribed to it in Clause2.4.
Project	means designing, implementing, operating and maintaining the Greenfield Public Street Lighting System specific to each Cluster, in accordance with their respective SIOM Agreements.
Project COD	Shall have the same meaning as ascribed thereto in the SIOM Agreement;
Project Cost	means the total capital expenditure incurred by the Project SPV in designing, installation, erection and commissioning of the Project.
Project SPV	has the meaning ascribed to it in Clause 1.3 1.b).
Qualification Criteria	means the qualification criteria as set out in Clause 4.2 of this RFP.
RFP	means this request for proposal dated 22 nd May 2018 along with its schedules, annexures and any Addenda, if issued.
Rupee or INR	means Indian Rupees, the lawful currency of India.
Schedule	means a schedule of this RFP.
Second Preferred Bidder	in respect of the Project, means the Technically Approved Bidder whose Bid Parameter is the second lowest.

Section/Clause	means a section/clause of this RFP.
Selected Bidder	means the eligible Bidder selected by the Authority for award of the Project, following the completion of the Bid Process.
SHA	shall mean the shareholder's agreement to be entered into by the Project SPV as per the format specified in Schedule C of this RFP.
SIOM Agreement	means the supply, installation, operation and maintenance agreement to be executed between the Project SPV and/or the Selected Bidders and the Authority and the respective ULBs for their respective Clusters, substantially in the format set out in Schedule B.
Street Light Point	means a unit comprising of one luminaire including the outreach arm/ bracket and pole on which it is mounted along with the cable/ wire connecting it to electricity mains and associated dedicated protection, control and switching devices.
Supplementary Bid Security	has the meaning ascribed to it in Clause 15.4.
Technically Approved Bidder	has the meaning ascribed to it in Clause 2.3 (a).
Technical Capacity	has the meaning ascribed to it in Clause 4.2 A of RFP.
Technical Proposal	means the technical proposal submitted by a Bidder in response to this RFP.
Third Party Entity	has the meaning ascribed to it in Clause 4.2 A of this RFP.
Total Capital Expenditure	means the value calculated in accordance with the Financial Proposal, based on the Equipment Rates quoted by the Selected Bidder in its Financial Proposal and shall be used for evaluation purpose only. Bidders may however note that for the purpose of disbursement of Capital Subsidy, the total capital expenditure shall be the actual cost incurred by the Project SPV in the Project and as approved by the Authority and ULBs.
ULBs	means 113 Urban Local Bodies as listed in Schedule A and comprised of notified area committees (NACs), municipalities and municipal corporations in Odisha state.

SECTION I – INTRODUCTION

1. BACKGROUND

- 1.1 The Government of Odisha (GoO), through Housing and Urban Development Department (HUDD) has set up Odisha Urban Infrastructure Development Fund (OUIDF) to develop and finance urban infrastructure projects in the state of Odisha.

In this RFP, the Directorate of Municipal Administration (DMA), Housing and Urban Development Department, Government of Odisha is referred to as the **Authority** unless otherwise specified.

Given the early success of the first phase of street lighting energy efficiency project at Bhubaneswar followed by Odisha multicity street light project which is currently under implementation in the city of Cuttack, Berhampur, Rourkela, Sambalpur & Bhubaneswar, the Government of Odisha has decided to extend the rollout of such projects to the all the Urban Local Bodies (ULBs) within Odisha. With this the Government of Odisha also aims to cut the energy bills for ULBs and to provide roads with brighter and more even illumination with increased safety for pedestrians and vehicle drivers. With this regards, Odisha Government's Housing and Urban Development Department inked a pact with Energy Efficiency Service Limited (EESL), for retrofitting of existing conventional streetlights with LED lights across all other ULBs.

In order to cover the new upcoming road stretches in greenfield areas across 113 ULBs including four municipal corporations of Cuttack, Berhampur, Rourkela & Sambalpur, it is proposed to implement greenfield street light project in 113 ULBs in Odisha.

On its behalf, 113 ULBs and DMA has authorized the Odisha Urban Infrastructure Development Fund (OUIDF) to conduct the Bid Process for the selection of implementing agency for the Project.

- 1.2 The 113 ULBs are classified in 5 clusters covering the thirty (30) districts as indicated below. The list of ULBs falling in each cluster with estimated stretch for Greenfield Public Street Lighting System including other details are provided in the Information Memorandum annexed as Schedule A to this RFP.

Cluster arrangements with districts covered under each cluster:

Cluster A	Cluster B	Cluster C	Cluster D	Cluster E
Cuttack	Angul	Balasore	Balangir	Malkangiri
Dhenkanal	Bargarh	Bhadrak	Boudh	Koraput
Ganjam	Deogarh	Jajpur	Nayagarh	Nabrangpur
Jagatsinghpur	Jharsuguda	Kendrapara	Nuapada	Raygada
Khorda	Sambalpur	Keonjhar	Kandhamal	Kalahandi
Puri	Sundargarh	Mayurbhanj	Sonepur	Gajapati

The key objectives that the Authority and 113 ULBs wishes to achieve, in relation to the Greenfield Public Street Lighting System through this Project include the following:

- (a) Implementation of Greenfield Public Street Lighting Systems in new road stretches and areas which are presently not provided with street lighting systems in 113 ULBs. This includes installation of poles, outreach arms, cables, earthing, feeder panels etc., and road group wise standard rating LED Luminaires in accordance with applicable standards;
- (b) Adoption of LED based energy efficient technology;
- (c) Improvement in operation and maintenance practices, including but not limited to introduction of automation and predictive maintenance and improving citizen services and response time by setting-up of call center;
- (d) Maintain the lighting levels in accordance with Lux Levels as set out by relevant standards for different road groups;
- (e) Introduction of voltage dimming to facilitate and for enhancing energy savings in off-peak hours;
- (f) Introduction of feeder panel based remote operation and monitoring of street lighting systems which would also facilitate predictive repairs and replacements;
- (g) Maintaining the availability of Greenfield Public Streetlight Systems >95% through the term of the Project;
- (h) expansion by adding new points and/ or stretches in future; and
- (i) training and capacity building of the Authority's and ULB's staff to identify and introduce energy efficiency measures to manage and maintain the Greenfield Public Street Lighting System.

1.3 The main features of the Project are set out below:

- a) The Project is envisaged to be implemented under a Public Private Partnership (PPP) model under a seven (7) year annuity based arrangement. The selection of the bidder is through a single stage bid process conducted through this RFP. The Bidder is allowed to participate in more than one (1) Cluster and in all the five Clusters subject to a award of maximum of any two (2) Clusters based on outcome of the Bid Process. Further details on the eligibility and selection of Bidder are provided in Section II and III of this RFP.
- b) The Selected Bidder will be required to create a Project SPV and implement the Project in collaboration with the Authority and respective ULBs.

The Project SPV will be entitled to receive Capital Subsidy up to 90% of the Project Cost. The Capital Subsidy to be provided jointly by the Authority and the ULBs of the respective Cluster will be disbursed in accordance with the terms of the SIOM Agreement. The Selected Bidder shall contribute 10% of the Project Cost and shall bring in its entire contribution in the form of equity. No debt shall be raised to finance the Selected Bidder's contribution. The Capital Subsidy to be provided by the Authority and the ULBs shall comprise of grants received by the Authority from OUIDF and contribution by ULBs from loan provided by OUIDF to the ULBs.

Post Project COD, from the ULBs in respective Cluster, the Project SPV shall be entitled to receive Annuity Payment covering the portion of equity contribution of the Selected Bidder and O&M fee payments.

- c) The Greenfield Public Street Lighting System envisages introducing the following interventions in all the five (5) clusters.

Sl.	Intervention	Description
1	Greenfield infrastructure components	Installation of complete Greenfield Public Street Lighting System on new road stretches
2	Automation of Greenfield Public Street Lighting System	Feeder panel installation and automation
3	Centralized operation & control	Setting up of CCMS at Cluster level for centralized operation, monitoring, controls, complaints management etc.
4	Operation & maintenance	To maintain asset register and undertake operation and maintenance of the Greenfield Public Street Lighting System over 7 year term including rehabilitation / replacement works required to be performed
5	To maintain the prescribed Light levels	To maintain the lighting levels in accordance with Lux levels as set out by relevant standards for different road groups

Accordingly, the scope of Selected Bidder shall comprise of the following:

A. Greenfield Installations

Sl.	Activity Name	Description
A.1	Survey	<ul style="list-style-type: none"> Detailed survey of proposed stretches (with GPS co-ordinates, Road Class) as per prescribed format.
A.2	Preparation of Equipment Installation Plan	<ul style="list-style-type: none"> Preparation of stretch wise complete Greenfield Public Street Light System infrastructure and LED Luminaire plan (Equipment Installation Plan) with listing of bill of quantities, in accordance with the terms of the RFP/ Contract. Agreement with respective ULB and signoff.
A.3	Implementation	<ul style="list-style-type: none"> Setting up of infrastructure – poles, pole junction box, outreach arms, cabling, switching, monitoring and automation systems, protection systems, feeder panel etc. Installation of LED Luminaire of appropriate/ agreed ratings and to prepare and maintain asset register throughout the Project Term Asset register to be prepared simultaneously with infrastructure installation.
A.4	Commissioning	<ul style="list-style-type: none"> Commissioning of Greenfield Public Street Lighting System and signoff with ULBs in specific Cluster.

B. Automation and Centralized Control & Monitoring System (CCMS) at Cluster level: Setting-up and commissioning of CCMS at Cluster level including communication systems for remote connectivity with feeder panels, , computer systems, servers, internet connectivity, software systems & tools.

C. Operation & Maintenance of Public Street Lighting System installed in respective ULBs

1. Undertake operations, monitoring, predictive and planned maintenance activities for the Greenfield Public Street Lighting System.
 2. Deployment of hydraulic cranes and other tools and equipment as mandated in the RFP.
 3. Deployment of qualified/ trained personnel specific to each ULB in the respective Cluster and for manning of CCMS and various other monitoring, inspection, maintenance, repair, replacement, citizen complaints handling related activities.
 4. Daily, weekly and monthly reporting on citizen complaints, operating status, replacement/ repair activities, energy consumption etc. of the Greenfield Public Street Lighting System.
- D. Support and/ or undertake various quality monitoring tests on the Greenfield Public Street Lighting System in accordance with terms of RFP/ Contract.
- E. Ensure compliance with all environment and safety standards and fulfil all statutory obligations in respect of deputed staff at its own cost for full project duration.
- F. Ensure knowledge transfer and training to the Authority, staff of the ULBs for operation and maintenance of the Equipment implemented under the Project.
- G. Handing over of fully functional Greenfield Public Street Lighting System and CCMS along with updated asset register to the respective ULBs at the end of project tenure

Details of the activities to be undertaken and services to be provided by the Selected Bidder are also covered in Schedule A of this RFP and the SIOM Agreement.

- d) Upon award of the Project, the Selected Bidder will be required to incorporate a special purpose vehicle (**Project SPV**) to perform all the obligations of the Selected Bidder under the SIOM Agreement. If the Selected Bidder is a Consortium, then the Consortium shall incorporate the Project SPV to perform all the Consortium's functions and obligations under the SIOM Agreement.
- e) In the event that the Selected Bidder is awarded more than one (1) Cluster as per the provisions of this RFP, the Selected Bidder/Project SPV will be required to execute separate SIOM Agreement with the Authority and the ULBs for the respective Cluster. It is clarified that, for the purposes of initial signing of the SIOM Agreement, the Selected Bidders can directly sign the SIOM Agreements with the Authority and the ULBs. However, in such a case, as a condition precedent to the effectiveness of the respective SIOM Agreements, the Selected Bidder will be required to incorporate a Project SPV and undertake all such acts as may be required to ensure that the Project SPV assumes all rights, duties and obligations under the SIOM Agreements. Further, execution of the SHA and completion of the share subscription transaction, in accordance with the terms of the SHA, will be a condition precedent to the effectiveness of the respective SIOM Agreements. The term of each SIOM Agreement shall commence on its effective date and continue until the expiration of 7 years, calculated from the Project COD, as specified in the relevant SIOM Agreements

- f) The bill of quantities specified in the Schedule A of this document may vary during the Project implementation. Selected Bidder shall be required to do a detailed survey to identify the actual stretch and coverage of the project area for the Cluster. It may be noted that the Selected Bidder shall be paid for actual quantities of equipment and infrastructure installed and commissioned as per the provisions of the SIOM Agreement.

2. BRIEF DESCRIPTION OF BID PROCESS

- 2.1 The Authority has adopted a single stage Bid Process for declaration of the Selected Bidder for award of the Project.
- 2.2 Bidders are required to submit a single Bid, in accordance with the RFP and the other Bid Documents. The Bid will consist of 2 parts: (i) the Technical Proposal and (ii) the Financial Proposal. Provided that the Bidder is allowed to participate in all the five Clusters subject to a award of maximum of any two (2) Clusters based on outcome of the Bid Process. In the event the Bidder wishes to participate for more than one (1) Cluster, it is required to submit separate Financial Proposal for each Cluster. Provided further that in such case the Bidder is required to submit only one Technical Proposal.
- 2.3 Bids will be evaluated in two sub-stages:
- (a) The first sub-stage will involve evaluation of the Technical Proposals to determine responsiveness to this RFP and compliance to the Eligibility and Qualification Criteria as set out in Section II of this RFP.
- Bidders who meet the requirements in the first sub-stage shall be declared as Technically Approved Bidders.
- (b) in the second and final sub-stage, the Financial Proposals of the Technically Approved Bidders will be evaluated and compared for identifying the Selected Bidder each Cluster.
- 2.4 The Bidder will be required to quote, in its Financial Proposal, the Equipment Rate for each item of Equipment to be deployed for the Cluster. The Equipment Rate shall be based on an ex-works basis at the respective Cluster and shall be inclusive of any applicable taxes, duties, cess, other levies etc. and any other cost associated with supply, installation and commissioning of the Equipment including transportation, storage and handling of Equipment. The Equipment Rate shall remain firm for the term of the SIOM Agreements. Based on the Equipment Rate quoted by the Bidder, the Total Capital Expenditure will be calculated. The Bidder will also be required to quote the annual O&M Fee to be charged by the Bidder, on a per Project Street Light Point, for undertaking the O&M of the Project for the entire term of the SIOM Agreement, and based on which the Annual O&M Payment will be calculated.. The Equipment Rate, Total Capital Expenditure, O&M Fee and the Annual O&M Payment will not be more than 2 decimal places. For O&M Fees, applicable GST shall be payable extra at actuals.

For the avoidance of doubt, it is clarified that the Bidders are required to quote in the Input Sheet (i.e., a sheet provided as a part of the digital copy of the Financial Proposal format at Annexure L), the Equipment Rate and the O&M Fee. The remaining values relating to the Total Capital Expenditure, Annual O&M Payment, Annuity Fee and the Bid Parameter will be

calculated automatically in the Bid Parameter Sheet (i.e., a sheet provided as a part of the digital copy of the Financial Proposal format at Annexure L). In addition to submitting the digital copy to be provided in a compact disc (as mentioned in Clause 24), the Bidder will also provide a hard copy of both the Input Sheet and the Bid Parameter Sheet, which will be a printed copy of the Input Sheet and the Bid Parameter Sheet after duly filing in the values in the digital copy.

The only criterion for evaluation and comparison of Financial Proposal of Technically Approved Bidders will be the Bid Parameter. It is however clarified that the Annuity Fee payable by the ULBs to the Selected Bidder will be based on the total capital expenditure incurred at the time of Project COD as validated by DMA and the Annual O&M Payment and not the Bid Parameter.

The Bid Parameter will be rounded off to up to 2 decimal places.

The term **Preferred Bidder** shall mean the Bidder who meets the Qualification Criteria and the eligibility criteria in accordance with this RFP and whose Bid Parameter is the lowest for the Cluster. Generally, the Preferred Bidder shall be the Selected Bidder for the Cluster.

For a Cluster, If the Bid Parameter, when calculated, is the same for 2 or more Technically Approved Bidders, then the Technically Approved Bidder whose Annuity Fee is lower will be the Selected Bidder. However, if the Annuity Fee, with the same Bid Parameter, is also same, then the Technically Approved Bidder whose Total Capital Expenditure is lower will be the Selected Bidder. However, if the Total Capital Expenditure, with the same Annuity Fee, is also same, then the Technically Approved Bidder whose Net Worth, as calculated in accordance with the terms of this RFP, is higher will be the Selected Bidder. If the Net Worth of 2 or more Technically Approved Bidders is also same, then the Authority may take any such measure as it may deem fit in its sole discretion, including inviting fresh Bids.

If the Preferred Bidder withdraws its Bid or is not selected for any reason, then the Authority may, in its discretion, select the Second Preferred Bidder as the Selected Bidder or annul the Bid Process.

- 2.5 The Bids must be valid for a period that is not less than 180 days from the Bid Due Date.
- 2.6 Bidders will be required to submit the Bid Security and, if applicable, the Supplementary Bid Security along with their Bids. The Bidders will provide the Bid Security and the Supplementary Bid Security, if applicable, in the form of a bank guarantee issued by a scheduled bank in India and payable at Bhubaneswar in favour of "Director, Municipal Administration, Directorate of Municipal Administration, Housing and Urban Development Department, Government of Odisha". The Bid will be summarily rejected if it is not accompanied by the Bid Security and, if applicable, the Supplementary Bid Security.
- 2.7 The Authority will receive Bids pursuant to the Bid Documents and all Bids are required to be prepared and submitted in accordance with the terms of the Bid Documents on or before the Bid Due Date.
- 2.8 Bidders may inspect and evaluate the new road stretches in the respective ULBs in each Cluster to be installed with Greenfield Public Street Lighting System and the scope of the Project in

greater detail, and carry out, at their own cost, such studies as may be required to submit their respective Bids. Bidders interested in conducting a physical inspection of the new road stretches should inform the Authority and OUIDF by sending an e-mail to ouidf.hudd@gmail.com. On receiving a request by a Bidder, Authority shall facilitate a site visit of a part of the new road stretches to be installed with Greenfield Public Street Lighting System in the requested Cluster (s).

It will be assumed that Bidders will have accounted for all relevant factors, including technical data, market studies, actual condition of services, availability of power, water and other utilities for implementation of the Project, access to the road stretches to be installed with Greenfield Public Street Lighting System, handling and storage of the Equipment and applicable laws and regulations while submitting their Bids. Bidders will be deemed to have full knowledge of the Project, including the scope of services to be provided during the term of the SIOM Agreement.

- 2.9 Any queries or requests for additional information concerning the Bid Documents should be submitted in writing or by fax or e-mail to the officer designated below. The envelopes or communications must clearly bear the following subject line– "**Odisha Greenfield Street Lighting PPP Project: Questions or Request for Additional Information**".

Attention:

*The Secretary, Odisha Urban Infrastructure Development Fund,
4th Floor, Zone A/2, Fortune Towers,
Bhubaneswar-751023,
Odisha*

Email: ouidf.hudd@gmail.com

Telephone: 0674-2300396/397 / Fax: 0674-2300371

- 2.10 The Authority shall endeavour to adhere to the following schedule for the bid process:

Sl. No.	Event	Date
1.	Issue of RFP document with SIOM Agreement	22 May 2018
2.	Last date for receiving queries from Bidders	28 May 2018
3.	Pre-Bid Meeting Venue: Conference Room, H&UD Department, State Secretariat, Odisha, Bhubaneswar	01 Jun 2018 11:30 AM
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 June 2018, 1530 hours
7.	Opening of Financial Proposals	(to be notified)
8.	Issuance of LOA	Within 07 days from opening of Financial Proposals (to be notified)
9.	Signing of SIOM Agreement(s)	Within 15 days from issuance of LOA, subject to fulfilment of all conditions precedent specified in LOA

SECTION II – ELLIGIBILITY AND QUALIFICATION CRITERIA

3. FRAUD AND CORRUPT PRACTICES

- 3.1 Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- 3.2 The Bidders will inform its members of staff of their respective obligations as well as their obligation to comply with the Declaration of Undertaking (**Annexure- M**) and to obey the laws of the country.
- 3.3 Without prejudice to the rights of the Authority under Clause 3.1 above, if a Bidder is found by the Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by the GOO or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the GOO, from the date such Bidder is found by the Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above. The Authority may also cancel the Bid of the Bidder in writing if the Declaration of Undertaking submitted by the Bidder in conjunction with its bid is untrue.
- 3.4 For the purposes of this Clause 3, the following terms will have the meanings given to them below:
- (a) **corrupt practice** means:
- (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the GOO or the Authority who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Project or arising from it, before or after its execution, at any time prior to the expiry of 1 year from the date that such official resigns or retires from or otherwise ceases to be in the service of the GOO or the Authority, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
 - (ii) appointing or engaging in any manner whatsoever without the Authority's prior approval, whether during or after the Bid Process or after the execution of the SIOM Agreement, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or the SIOM Agreement, who at any time has been or is a legal, financial or technical advisor of the GOO or the Authority on any matter concerning the Project.

For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Associates in the past but its assignment expired or was terminated at least 18 months prior to the date of issue of the RFP. Nor will this restriction apply where such adviser is engaged after a period of 2 years from the Project COD;

- (b) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- (c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- (d) **undesirable practice** means: (i) establishing contact with any Person connected or employed or engaged by the Authority or OUIDF with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a Conflict of Interest; and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

4. ELIGIBILITY AND QUALIFICATION OF BIDDERS

4.1 Eligibility Criteria

- (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.
- (b) If the Selected Bidder is a Consortium, then the Consortium and the Consortium Members will comply with the following conditions:
 - (i) The number of Members in such Consortium shall not exceed three (3);
 - (ii) The Bid submitted by the Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member;
 - (iii) The Consortium will nominate one of the Members as the Lead Member. Such nomination will be supported by a power of attorney from each Member of the Consortium and will be in the format set out in Annexure E. The Lead Member will have the authority to represent and bind all the Members during the Bid Process and, if the Consortium is identified as the

Selected Bidder, execute the Agreement on behalf of the Consortium either on its own or through a Project SPV; and

- (iv) The Consortium is required to submit a binding and enforceable joint bidding agreement, in the format set out in Annexure K, and the Members will not be permitted to amend or terminate the joint bidding agreement, at any time during the validity of the Bid without the prior consent of Authority.
- (c) If a Bidder, including any Member or its Associate whose Technical Capacity is being relied upon to qualify for award of the Project, has been barred by the GoI, any state government, or any of its instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Bid Due Date, then such Bidder will not be eligible to submit a Bid
- (d) subscribe and hold the Share Capital of the Project SPV in the proportion committed by the Members in the joint bidding agreement, while demonstrating their Financial Capacity, subject to the Lead Member holding not less than 51% of the Share Capital of the Project SPV. For avoidance of doubt, it is clarified that the Consortium, at all times, shall be required to subscribe and hold 100% of the Share Capital of the Project SPV.

For abundant clarity, the table below sets out the shareholding requirement:

- (A) Lead Member's minimum shareholding – 51%
- (B) Other Consortium Members' minimum shareholding – 20%
- (i) The Consortium Members will not be entitled to dilute their equity shareholding in the Project SPV, at any time until three (3) years post commissioning of the Project and without the prior written consent of the Authority. The consent may be withheld if the Authority is not satisfied that the transferee meets the Technical Capacity and Financial Capacity demonstrated by such Consortium Member, and is capable of fulfilling all subsisting and outstanding obligations of the Consortium Member under the SIOM Agreement. Such written consent shall not be unreasonably withheld or delayed.
- (ii) No change in the composition of a Consortium will be permitted by the Authority until the completion of the Bid Process, or incorporation of the Project SPV, whichever is later.
- (iii) If the Selected Bidder is a single company, then the Selected Bidder shall subscribe for and hold 100% (one hundred per cent) of the Share Capital of the Project SPV.

The Selected Bidder will not be entitled to dilute its equity shareholding in the Project SPV at any time until three (3) years post commissioning of the Project, with the prior written consent of the Authority. The consent may be withheld if the Authority is not satisfied that the transferee meets the Technical Capacity and Financial Capacity demonstrated by the Selected Bidder, and is capable of fulfilling all subsisting and outstanding obligations of the Selected Bidder under

the SIOM Agreement and the SHA. Such written consent shall not be unreasonably withheld or delayed.

4.2 Qualification Criteria

A. Technical Capacity

For demonstrating its technical capacity and experience (**Technical Capacity**), the Bidder should have gained experience that meets the criteria specified under one or more of the following categories.

- (a) Supply and installation of lamps and Luminaires for street lighting in India or abroad: supply of **at least ten thousand (10,000) Luminaires** in a single project and **at least thirty thousand (30,000)** fixtures in aggregate over the last five (5) years.

OR

- (b) EPC experience in public street lighting project in India and abroad; EPC experience of installation and commissioning of LED based public street lighting systems comprised of Luminaires, poles, armature cables etc. totaling to a project cost of at least INR 10 Cr in a single project and at least INR 50 Cr in multiple projects in last five (5) years.

The projects referred to by the Bidder in order to meet this qualification requirement shall be in operation for at least a year.

OR

- (c) LED Luminaires manufacturing experience with an annual production of at least 50000 LED Luminaires and the facility should be operational for the last two (2) years

The Bidder shall be required to submit details of its experience as per the formats specified in Annexure F of this RFP. Bidders should also submit the documentary evidence of its experience in meeting the Technical Capacity.

For the purpose of demonstrating its Technical Capacity in accordance with Clause 4.2 A (a) and/or (b), a Bidder may rely on the experience gained by any third party entity, which is a company incorporated under the laws of its relevant jurisdiction (**Third Party Entity**) or an Associate. If a Bidder submits the Bid demonstrating its Technical Capacity relying solely on experience gained by a Third Party Entity or an Associate, it must also provide the following with its Bid.

- i. an undertaking in the form set out in **Annexure I**, stating that in the event that it is declared as the Selected Bidder it will appoint the Third Party Entity or the Associate Company, as the case may be, for supply and installation of LED Luminaries or EPC requirements of the Project; and
- ii. an undertaking from the Third Party Entity or the Associate Company, as the case may be, in the form set out in **Annexure J**, stating that: (a) it has permitted the Bidder to rely on the experience gained by the Third Party Entity or the Associate Company, as the case may be;

and (b) it has not permitted any other entity to rely on its or any of its group companies' experience for the purposes of participating in the Bid Process; and (c) if the Bidder is declared as the Selected Bidder, then it will supply and install the Equipment or do the EPC works, as applicable, to the Selected Bidder/Project SPV for the term of the Project, in accordance with the RFP and the SIOM Agreement.

Provided that in the event where the Bidder seeks to qualify based on the experience of Third Party Entity/Associate for meeting qualification under Clause 4.2 A (a) or b), the Bidder shall be required to furnish respective undertakings and authorization as per Annexure I (for both the entities under Clause 4.2 A a) and b) if the entities are different) and Annexure J (from both such entities under Clause 4.2 A a) and b), if the entities are different).

Provided further that in the event where the Bidder seeks to qualify on the basis of its own experience under Clause 4.2A (c), it shall have to submit undertaking and authorization as per Annexure I and J from either a Third Party Entity/Associate meeting the requirements under Clause 4.2 A (a) or b).

B. Financial Capacity

For demonstrating its financial capacity, the Bidder shall be required to meet each of the criteria specified below:

- (a) Bidder shall have a minimum Net Worth of INR 20,00,00,000/- (Rupees Twenty Crores) or its equivalent in USD calculated in accordance with the provisions of this Clause 4.2 B (**Financial Capacity**). The calculation of Net Worth must be based on the unconsolidated audited annual accounts of the financial year 2016-2017.

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.

The Net Worth calculated by the Bidder shall be as per the computation specified in the format as per **Annexure G** and shall be duly certified by the Statutory Auditor of the Bidder/Member.

If financial data is provided in a foreign currency, the Bidders must convert such currency into Rupees according to the RBI Reference Rate for USD prevailing on the date of closing of the accounts for the respective financial year.

If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day must be used.

For the purposes of meeting the Financial Capacity, only unconsolidated audited annual accounts can be used. Bidders must provide documentary evidence, in accordance with **Annexure G**, which is duly certified either by a full-time director on the board of directors of the Bidder; or any person authorized under the articles of association or the relevant charter documents/bye-laws of the Bidder; or by issuance of a power of attorney by the authorized representative of the Bidders, in the form set out in **Annexure E**.

- (b) The Bidder should confirm that it is not affected by and has not been affected by any of the following events, conditions or circumstances in the Financial Year immediately preceding the Bid Due Date:
- (i) the Bidder being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
 - (ii) the Bidder having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended; or
 - (iii) the Bidder being convicted or otherwise being found responsible (or having any of its directors, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (A) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder or any of its directors, partners, trustees, officers or managers; or
 - (B) resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations

4.3 **Conflict of Interest**

- (a) A Bidder shall not have a conflict of interest (**Conflict of Interest**) that affects the Bid Process. Any Bidder found to have a Conflict of Interest will be disqualified. A Bidder may be considered to have a Conflict of Interest if the Bidder:
- (i) Controls, is Controlled by or is under common Control with any of the other Bidders; or
 - (ii) receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders; or
 - (iii) has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders; or
 - (iv) has a relationship with any of the other Bidders, directly or through common third parties, that puts them in a position to have access to information that may have an influence on the Bid of one or more of such Bidders, or influence the decisions of the Authority regarding the Bid Process; or
 - (v) submits more than one Bid for the Project either individually or through an Associate. This will result in the disqualification of all such Bids submitted by the Bidder and/or its Associate; or

- (vi) has participated directly or through an Associate as a consultant or advisor in the preparation of the design of or technical specifications for the Project.

4.4 Other Eligibility Criteria and Qualification Criteria

- (a) If any Bidder ceases to meet the other eligibility criteria, the Qualification Criteria or comply with the terms and conditions set out in the RFP at any time after the Bid Due Date and on or after the Bid Due Date, then such Bidder shall be disqualified and its Bid shall be liable for rejection.
- (b) The Authority reserves the right to seek information and evidence from Bidders regarding their continued eligibility and continued compliance with the Qualification Criteria and/or terms and conditions set out in the RFP at any time during the Bid Process. Each Bidder shall undertake to provide all of the information and evidence sought by the Authority

SECTION III – INSTRUCTIONS TO BIDDERS

PART A. GENERAL

5. BID DCOCUMENTS

- 5.1 The Authority is issuing the Bid Documents for the implementation of the Project on a PPP basis in accordance with the terms of the Bid Documents.
- 5.2 The Bid Documents must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bid Documents, the Bidder must inform the Authority at the earliest. The Authority will then direct the Bidders regarding the interpretation of the Bid Documents. If any discrepancy, ambiguity or contradiction arises between the terms of the Bid Documents, the provisions of the Bid Documents shall prevail. If any discrepancy, ambiguity or contradiction arises between the terms of the RFP and the SIOM Agreement in relation to the scope of services or any other terms or conditions of the SIOM Agreement, including technical specifications, the provisions of the SIOM Agreement shall prevail.
- 5.3 The Authority and OUIDF shall issue the Bid Documents free of cost to the authorised signatories of the Bidders via e-mail, notice or any other means it may deem fit. The Bidders shall acknowledge receipt of the Bid Documents forthwith in writing by sending an e-mail to ouidf.hudd@gmail.com. The RFP documents shall also be available on websites www.ouidf.in and www.tendersodisha.gov.in.
- 5.4 This RFP is not transferable.

6. INSPECTION OF SITE

- 6.1 Bidders may inspect and evaluate the new road stretches to be installed with Greenfield Public Street Lighting System and the scope of the Project in greater detail, and carry out, at their own cost, such studies as may be required to submit their respective Bids by informing Authority of their intention to do so in accordance with the provisions of Clause 2.8.

It will be assumed that Bidders will have accounted for all relevant factors, including technical data, market studies, actual condition of services, availability of power, water and other utilities for implementation of the Project, access to the new road stretches to be Installed with Greenfield Public Street Lighting System, handling and storage of the Equipment and applicable laws and regulations while submitting their Bids. Bidders will be deemed to have full knowledge of the Project, including the scope of services to be provided during the term of the SIOM Agreement and the SHA.

7. ACKNOWLEDGEMENT BY BIDDER

- 7.1 It shall be deemed that by submitting Bid(s), the Bidder has:
- (a) made a complete and careful examination of the Bid Documents (including all instructions, forms, terms and specifications) and any other information provided by the

Authority in the Bid Documents or pursuant to this RFP and that the Bidder acknowledged that its submission of a Bid that is/are not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;

- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of the Authority;
- (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, executing the SIOM Agreement, SHA, implementing the Project in accordance with the Bid Documents and the SIOM Agreement, including performance of its obligations under them;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Authority, ULBs or a ground for termination of the SIOM Agreement(s) and the SHA; and
- (f) agreed to be bound by the documents and undertakings provided by it under and in terms of the RFP.

7.2 The Authority will not be liable for any omission, mistake or error in the Bid Documents or on account of any matter or thing arising out of or relating to the Bid Documents or the Bid Process, including any error or mistake in any information or data given by the Authority.

8. RIGHTS OF THE AUTHORITY

8.1 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Qualification Criteria at any stage of the Bid Process;
- (c) retain any information, documents and/or evidence submitted to the Authority by and/or on behalf of any Bidder;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
- (e) waive minor infractions or discrepancies in the Bids;

- (f) reject a Bid, if:
 - (i) at any time, a material misrepresentation or incorrect or false information is made or uncovered; or
 - (ii) the Bidder in question does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid;
- (g) accept or reject a Bid, annul the Bid Process and reject all Bids, prior to issuance of the LOA to the Selected Bidder, without incurring any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including Bidders. If the Authority annuls the Bid Process and rejects all Bids, it may, in its sole discretion, invite fresh Bids from all the qualified Bidders.

8.2 If the Authority exercises its right under the Bid Documents to reject a Bid and consequently, the Preferred Bidder gets disqualified or rejected, then the Authority reserves the right to:

- (a) select the Second Preferred Bidder as the Selected Bidder; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including inviting fresh Bids from the qualified Bidders or annulling the Bid Process.

8.3 If it is discovered during the Bid Process, at any time before signing the SIOM Agreement or after its execution and while it is in force that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:

- (a) the Bidder shall be disqualified forthwith, if not declared as the Selected Bidder by the issuance of the LOA; or
- (b) the LOA shall be liable to be cancelled if the Bidder has been declared the Selected Bidder and if the SIOM Agreement has been executed with the Selected Bidder, then the SIOM Agreement shall be liable to be terminated forthwith. The Authority shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination.

Upon such cancellation or termination, the Authority will have the right to forfeit and appropriate the Bid Security, Supplementary Bid Security, if applicable, or the Performance Bank Guarantee, as the case may be.

9. CLARIFICATIONS ON BID DOCUMENTS AND PRE-BID MEETING

9.1 Clarifications and Queries

- (a) If a Bidder requires any clarification on or has any query in relation to the Bid Documents, it should submit such query or request for clarification to the Authority and OUIDF in writing by e-mail to ouidf.hudd@gmail.com or raise its queries during the Pre-Bid Meeting referred to in Clause 9.2 below and submit it in writing no later than

date of Pre-Bid Meeting. In case of any e-mail queries or clarifications, the subject of the e-mail must clearly bear the following subject: "**ODISHA GREENFIELD STREET LIGHTING PPP PROJECT: Request for Clarifications**". All queries or clarification requests should be received on or before the date mentioned in the Bid Schedule.

- (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.oidf.in and www.tendersodisha.gov.in for reference to all Bidders.
- (c) The Authority may of its own initiative, if deemed necessary, issue clarifications to all the Bidders.
- (d) The Authority may, but shall not be obliged to confirm the receipt of e-mails by Bidders.
- (e) Verbal clarifications and information given by the Authority, OUIDF or any other Person for or on its behalf shall not in any way or manner be binding on the Authority.

9.2 Pre-Bid Meeting

- (a) Bidders are invited to attend the Pre-Bid Meeting on the date mentioned in the Bid Schedule at the time and place to be notified by the Authority. The purpose of the Pre-Bid Meeting will be to clarify issues and answer questions on any matter relating to the Bid Documents, the Bid Process and the Project.
- (b) Bidders may nominate authorized representative(s) to participate in the Pre-Bid Meeting, by confirming their participation at least 3 days prior to the Pre-Bid Meeting. Such confirmation shall be e-mailed to oidf.hudd@gmail.com.
- (c) Bidders are requested to submit any queries in writing to reach the Authority on or before the last date for receiving queries from Bidders, as specified in the Bid Schedule.
- (d) Notwithstanding Clause 9.2 (c) above, during the course of the Pre-Bid Meeting, Bidders will be free to seek clarifications and make suggestions to the Authority.
- (e) All queries along with responses to all Bidders shall be hosted on websites www.oidf.in and www.tendersodisha.gov.in. The names of the Bidders seeking clarifications will be kept anonymous.

- (f) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of any Bidder from participating in the Bid Process.

10. AMEDMENT OF BID DOCUMENTS

10.1 Issuance of Addenda

- (a) Up until the date that is mentioned in the Bid Schedule, the Authority may, for any reason, whether at its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, amend the Bid Documents by issuing an Addendum.
- (b) All Addenda will be hosted on websites [www. oidf.in](http://www.oidf.in) and www.tendersodisha.gov.in.
- (c) The Bidders are required to read the Bid Documents with any Addenda that may be issued in accordance with this Clause 10.
- (d) Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- (e) Any oral statements made by the Authority or its advisors regarding the Bid Process, the Bid Documents or on any other matter, including oral clarifications or information provided by or on behalf of the Authority at the Pre-Bid Meeting or the minutes of the Pre-Bid Meeting shall not be considered as amending the Bid Documents.

11. AVAILABILITY OF INFORMATION

The information relating to or in connection with the Project, the Bid Process and the Bid Documents, including: all notices issued by the Authority to all Bidders in accordance with this RFP; queries and responses or clarifications; and the Addenda shall be e-mailed to Bidders.

12. CORRESPONDENCE WITH BIDDERS

Save as expressly provided in these Bid Documents, the Authority will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

13. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

13.1 Proprietary Data

All documents and other information provided by the Authority or submitted by a Technically Approved Bidder to the Authority, except the Financial Proposal, will remain or become the property of the Authority, as the case may be. Bidders are required to treat all information

provided by the Authority in the RFP and other Bid Documents that is not publicly available, as strictly confidential and not to use the same for any purpose other than for preparation and submission of their Bids.

13.2 Confidentiality Obligations of the Authority and OUIDF

The Authority and OUIDF will treat all information, submitted as part of a Bid in confidence and will require all those who have access to such material to treat it in confidence. The Authority and OUIDF may not divulge any such information or any information relating to the evaluation of the Bids or the Bid Process, unless:

- (a) such publication is contemplated under these Bid Documents; or
- (b) such publication or disclosure is made to any Person who is officially concerned with the Bid Process or is a retained professional advisor / consultant advising the OUIDF and Authority or the Bidder on matters arising out of or concerning the Bid Process; or
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
- (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the Authority / OUIDF or as may be required by law (including under the Right to Information Act, 2005); or
- (e) in connection with any legal process.

14. GOVERNING LAW AND JURISDICTION

14.1 Governing Law

The Bid Process, the Bid Documents and the Bids shall be governed by, and construed in accordance with, the laws of India.

14.2 Exclusive Jurisdiction

The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process and the RFP.

PART B. BID SECURITY AND BID REJECTION

15. BID SECURITY AND SUPPLEMENTARY BID SECURITY

15.1 The Bidder shall furnish as part of its Bid a bid security for the Project (the **Bid Security**). The Bid Security shall be for an amount equivalent to INR 5,000,000 (Rupees Fifty Lakhs).

15.2 The Bid Security shall remain valid for the Bid validity period as specified in Clause 22.

- 15.3 The Bidder shall provide the Bid Security in the form of a bank guarantee issued by a scheduled bank in India. The Bid Security shall be issued in favour of Director, Municipal Administration, Directorate of Municipal Administration, Housing and Urban Development Department, Government of Odisha, confirmed for payment at Bhubaneswar and in the format set out in **Annexure B**.
- 15.4 If the Bidder demonstrates its Technical Capacity by relying on the experience gained by a Third Party Entity or an Associate, then in addition to the Bid Security, the Bidder shall submit an additional bid security (the **Supplementary Bid Security**). The Supplementary Bid Security shall be for an amount equivalent to INR 5,000,000 (Rupees Fifty Lakhs).

The Bidder shall provide the Supplementary Bid Security in the form of a bank guarantee issued by a scheduled bank in India. The Supplementary Bid Security shall be issued in favour of Director, Municipal Administration, Directorate of Municipal Administration, Housing and Urban Development Department, Government of Odisha, confirmed for payment at Bhubaneswar and in the format set out in **Annexure C**.

16. REJECTION OF NON-RESPONSIVE BID

- 16.1 If any Bid is not accompanied by original Bid Security and the original Supplementary Bid Security, if applicable, then such Bid shall be rejected by the Authority as non-responsive. Unless forfeited in accordance with Clause 16.2 below, the Bid Security and the Supplementary Bid Security, if applicable, of the unsuccessful Bidders will be returned by the Authority no later than 180 days from the Bid Due Date.

If the Bidder is declared as the Selected Bidder, then the validity of the Bid Security and the Supplementary Bid Security, if applicable of such Selected Bidder shall be extended until the date on which the Selected Bidder has satisfied all the conditions precedent to signing of the SIOM Agreements required to be satisfied by the Selected Bidder. The Selected Bidder's Bid Security will be returned, without any interest, upon: (i) the Bidder signing the SIOM Agreements with all the ULBs for the respective Cluster; (ii) incorporating the Project SPV, whichever is later; and (iii) furnishing the Performance Bank Guarantee(s) in accordance with the SIOM Agreements.

- 16.2 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that withdrawal of its Bid or for any default by the Bidder during the Bid validity period will result in the Authority suffering loss and damage. The Bid Security and the Supplementary Bid Security, if applicable, shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3 of this RFP;
 - (b) if a Bidder is disqualified in accordance with Clauses 8.3 or 18.2 of this RFP;
 - (c) if, after the Bid Due Date, a Bidder withdraws its Bid during the Bid validity period, as

extended from time to time;

- (d) if a Bidder is selected as the Selected Bidder for a Cluster and it fails within the specified time limit to:
- (i) sign and return, as acknowledgement, the duplicate copy of the LOA;
 - (ii) fulfil any other condition precedent to signing of the SIOM Agreement; or
 - (iii) execute the SIOM Agreement.

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.

17. WAIVER AND RELEASE BY BIDDERS

- 17.1 It will be deemed that by submitting the Bid, the Bidder agrees and releases OUIDF, DMA, ULBs and their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under this RFP and the other Bid Documents and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

PART C. PREPARATION AND SUBMISSION OF BIDS

18. NUMBER OF BIDS

- 18.1 Each Bidder is permitted to submit only one Bid for the Project, which will include one Technical Proposal and one Financial Proposal. The Bidder is allowed to participate in all the five Clusters subject to a award of maximum of any two (2) Clusters based on outcome of the Bid Process. In the event the Bidder wishes to participate for more than one (1) Cluster, it is required to submit separate Financial Proposal for each Cluster. Provided further that in such case the Bidder is required to submit only one Technical Proposal.
- 18.2 No Bidder shall submit more than one Bid, either individually or with others. A Bidder who submits or participates in more than one Bid for the Project shall cause all the Bids with the Bidder's participation to be disqualified.

19. COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bid Process. The Authority and its employees and advisers will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

20. LANGUAGE OF BID AND CORRESPONDENCE

- 20.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the Authority shall be in English.
- 20.2 Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for purposes of interpretation of the Bid, the English translation shall govern. The translated literature shall be self-certified. Supporting materials which are not translated into English may not be considered by the Authority.

21. BID DUE DATE

- 21.1 The Bid shall be submitted on or before the date and time specified in the Bid Schedule and at the place to be notified by the Authority. If any Bid is received after the specified time on the Bid Due Date, it shall be rejected and shall be returned unopened to the Bidder.
- 21.2 The Authority may, at its discretion and for any reason, including to afford Bidders a reasonable time for taking an Addendum into account in preparing the Bid, or to compensate for time taken by the Authority in addressing any technical issues or errors in accessing the Addendum, extend the Bid Due Date for all Bidders by issuing an Addendum in accordance with Clause 10.1, in which case all rights and obligations of the Authority and the Bidders will thereafter be subject to the Bid Due Date as extended.

22. VALIDITY OF BIDS

- 22.1 Each Bid shall be valid for a period not less than 180 days from the Bid Due Date. A Bid valid for a shorter period shall be rejected as being non-responsive.
- 22.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Authority may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. Bidders who agree to extend the Bid validity period shall also extend the validity of the Bid Security and the Supplementary Bid Security, if applicable, for an equivalent period. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security or its Supplementary Bid Security, if applicable. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

23. TECHNICAL PROPOSAL

The Technical Proposal submitted by a Bidder will comprise the following:

- (i) letter of bid in the form set out in **Annexure A**;
- (ii) Bid Security in the form set out in **Annexure B** and in accordance with Clause 15;
- (iii) Supplementary Bid Security in the form set out in **Annexure C** and in accordance with Clause 15.
- (iv) Bidder details in the form set out in **Annexure D**;

- (v) Power of attorney in the form set out in **Annexure E** and in accordance with Clause 4;15
- (vi) details for evaluation of Technical Capacity in the form set out in **Annexure F** and in accordance with Clause 4.2 ;
- (vii) details for evaluation of Financial Capacity in the form set out in **Annexure G** and in accordance with Clause 4.2 ;
- (viii) duly signed Declaration of Undertaking in the form set out in Annexure M, in accordance with Clause 3.2 ;
- (ix) copy of the SIOM Agreement with each page physically initialed by the Authorised Signatory of the Bidder; and
- (x) copy of an Addendum, if issued by the Authority in accordance with Clause 10, with each page physically initialed by the Person signing the Bid.

The Technical Proposals are un-priced proposals and will contain no references to the Financial Proposals of Bidders. Technical Proposals containing such financial or other commercial information will be rejected as non-responsive.

24. FINANCIAL PROPOSALS

The Bidders shall quote in the Input Sheet (i.e., a sheet provided as a part of the digital copy of the Financial Proposal format at **Annexure L**), the Equipment Rate, the O&M Fee. The remaining values relating to the Total Capital Expenditure, Annual O&M Payment, Annuity Fee and the Bid Parameter will be calculated automatically in the Bid Parameter Sheet (i.e., a sheet provided as a part of the digital copy of the Financial Proposal format at **Annexure L**). The Financial Proposal must be completed as instructed in the Bid Documents. In addition to submitting the digital copy to be provided in a compact disc, the Bidder will also provide a hard copy of both the Input Sheet and the Bid Parameter Sheet, which will be a printed copy of the Input Sheet and the Bid Parameter Sheet after duly filing in the values in the digital copy. The Financial Proposal will be submitted, in a hard copy i.e., a print out of the filed digital copy, and in digital form of an Excel sheet, which will be provided on a compact disc. Both the hard copy and the digital copy will be provided in a single sealed envelope, in accordance with Clause 27.4. If any discrepancy, ambiguity or contradiction arises between the contents of the hard copy and the digital copy of the Financial Proposal, the provisions of the hard copy shall prevail.

25. CURRENCIES OF BID

All amounts in the Bid should be stated in Rupees.

26. SIGNING OF BID

- 26.1 Each Bid must be typed or written in indelible ink and should be physically signed by the authorised signatory of the Bidder. The name and designation of the authorised signatory of the Bidder must be typed or printed below the signature.
- 26.2 All pages of the Bid must be physically initialled by the authorized signatory of the Bidder. If any printed and published documents are being submitted, only the cover and the last page shall be initialled.

27. MARKING, SEALING AND SUBMISSION OF BID

- 27.1 Each Bidder shall submit as part of its Bid:
- (a) one original and one copy of the Technical Proposal. The original shall be labelled "ORIGINAL" and the copy shall be labelled "COPY"; and
 - (b) one original of the Financial Proposal, along with a copy in digital form in the Excel sheet format, which will be provided on a compact disc.

In the event of any discrepancy between the original and the copies, including the digital copy of the Financial Proposal, the original (i.e., the hard copy in case of the Financial Proposal) will prevail.

- 27.2 The Bid shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the Bidder or its authorized signatory. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- 27.3 The Technical Proposal (including all of the documents listed at Clause 23 above) shall be duly sealed in the first envelope, which shall be super-scribed as follows:

**"ODISHA GREENFIELD STREET LIGHTING PPP PROJECT
TECHNICAL PROPOSAL
DO NOT OPEN BEFORE SPECIFIED TIME ON *BID DUE DATE*"**

- 27.4 The Financial Proposal, in hard copy and the compact disc containing the digital copy in the excel sheet format, will be placed in duly sealed separate envelope, which shall be super-scribed as follows:

**"ODISHA GREENFIELD STREET LIGHTING PPP PROJECT
FINANCIAL PROPOSAL FOR CLUSTER ... (to be filled by Bidder)
DO NOT OPEN BEFORE COMPLETION OF TECHNICAL EVALUATION"**

Note: In the event the Bidder wishes to participate for more than one (1) Cluster, it is required to submit separate Financial Proposal for each Cluster in separate envelopes.

- 27.5 The sealed envelopes containing the Technical Proposal and the Financial Proposal shall be placed in a sealed outer envelope that shall be super-scribed as follows:

**"ODISHA GREENFIELD STREET LIGHTING PPP PROJECT
BID
DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE"**

- 27.6 Each of the sealed envelopes (i.e., the envelope containing the Technical Proposal, the envelope containing the Financial Proposal and the outer envelope) shall clearly indicate the name, address and contact details of the Bidder.
- 27.7 If the envelopes are not sealed, marked and submitted as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- 27.8 The Bid (containing the Technical Proposal and the Financial Proposals in separate sealed envelopes) shall either be hand delivered or sent by registered / speed post to the address below:

*Attention:, The Secretary,
Odisha Urban Infrastructure Development Fund,
4th Floor, Zone A/2, Fortune Towers,
Bhubaneswar-751023,
Odisha*

Please note that a Bid submitted by a Bidder to any address other than the above mentioned address will not be considered for evaluation.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

- 27.9 The Authority and OUIDF shall not be responsible for any delays, loss or non-receipt of Bids.

28. SUBSTITUTION/ WITHDRAWAL OF BIDS

- 28.1 The Bidder may substitute or withdraw its Bid after submission, provided that written notice of the substitution or withdrawal is received by the Authority prior to specified time on the Bid Due Date. No Bid shall be substituted or withdrawn by the Bidder on or after the specified time on the Bid Due Date.
- 28.2 The substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 27, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 28.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 28.4 If the Authority receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, which shall be returned unopened.
- 28.5 If the Authority receives a withdrawal notice before the specified time on the Bid Due Date, then the Authority shall return the Bid to such Bidder unopened.

PART D. OPENING AND EVALUATION OF BIDS

29. OPENING OF BIDS

29.1 The Authority shall open only those Bids that are submitted on or before the specified time on the Bid Due Date.

29.2 The Authority shall open each part of the Bids at the time and on the date specified in Bid Schedule at the following address:

*Odisha Urban Infrastructure Development Fund,
4th Floor, Zone A/2, Fortune Towers,
Bhubaneswar-751023,
Odisha
Telephone: 0674-2300396/397,
fax: 0674-2300371*

The Bids shall be opened in the presence of the Bidders whose designated representatives choose to be present.

29.3 The names of all Bidders who have submitted Bids will be read out, and such other details that the Authority, in its sole discretion, may consider appropriate, will be announced at the opening of Bids.

29.4 The outer envelopes of the Bid and the Technical Proposals will be opened on the date mentioned in the Bid Schedule and at the time and place to be notified by the Authority. The Authority will prepare a record of the opening of each part of the Bids that will include, as a minimum, the names of the Bidders whose Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.

29.5 Once all the Technical Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified to undertake the Project. The procedure for evaluation of the Technical Proposals is set out at Clause 30.

29.6 The Technically Approved Bidders will be informed of a date, time and place for opening of their Financial Proposals.

29.7 The Financial Proposals of only the Technically Approved Bidders will be considered for evaluation on the date intimated by the Authority. The Financial Proposals will be opened in the presence of the representatives of the qualified Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out at Clause 31.

29.8 Bidders are advised that the qualification of Bidders and evaluation of the Financial Proposals will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.

29.9 Any information contained in a Bid will not in any manner be construed as binding on the

Authority, its agents, successors or assigns; but will be binding on the Bidder, in the event that the Project is subsequently awarded to it on the basis of such information.

30. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF TECHNICAL PROPOSALS

30.1 The Technical Proposals will first be evaluated to determine responsiveness to the RFP. A Technical Proposal shall be considered responsive only if:

- (a) the Technical Proposal and all documents specified in Clause 23 are received in the prescribed format;
- (b) the Bid is received by the Bid Due Date, including any extension thereof;
- (c) it is signed, sealed and marked as stipulated in Clauses 26 and 27;
- (d) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (e) it does not contain any condition or qualification.

30.2 The Authority shall evaluate and determine whether the Bidders who have submitted responsive Technical Proposals satisfy the Technical Capacity set out in **Annexure F**.

30.3 In order to determine whether the Bidder satisfies the Technical Capacity, the Authority will examine the documentary evidence submitted by the Bidder as part of its Technical Proposal and any additional clarification which the Authority receives from the Bidder upon request by the Authority. Upon such examination of the documentary evidence by the Authority, if it is found that the Technical Proposal of a Bidder does not meet the Eligibility & Qualification Criteria, then the Bid submitted by such Bidder will be rejected and such Bidders shall not be allowed to participate in further evaluation and their Financial Proposals will be returned unopened.

30.4 If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Technical Proposal is found to be non-responsive or the Bidder does not meet the Qualification Criteria, then the Financial Proposal of such Bidder shall not be evaluated and the Bid submitted by such Bidder will be rejected.

30.5 Upon completion of evaluation of Technical Proposal, the Authority will notify the Bidders whether they are qualified as the Technical Approved Bidders and are eligible for evaluation of their Financial Proposals, and the date on which the Financial Proposals of the Technically Approved Bidders shall be opened for evaluation. The Financial Proposals of those Bidders who do not qualify will not be opened and such Bidders may collect their unopened Financial Proposals from the Authority after the completion of the Bid Process.

31. FINANCIAL PROPOSAL EVALUATION

31.1 The Authority shall open the Financial Proposals of only the Technically Approved Bidders and evaluate the Financial Proposals for responsiveness. If any Financial Proposal is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Bidder; or
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or omissions,

then such Financial Proposal shall be deemed to be substantially non-responsive.

31.2 The Authority will only evaluate those Financial Proposals that are found to be substantially responsive to select the Successful Bidder. A substantially non-responsive Financial Proposal shall be liable to be rejected, unless the Authority elects to seek clarifications from the Bidder or to construe information submitted by the Bidder in accordance with Clause 31.

31.3 The Authority shall notify the Technically Approved Bidders, of the date, time and place for the evaluation of the Financial Proposals and selection of the Selected Bidder and invite such qualified Bidder to be present at the selection meeting.

31.4 In the presence of representatives of the Technically Approved Bidders that choose to be present at the selection meeting, the Authority shall follow the procedure set out below for selecting the Selected Bidder:

- (a) The Authority shall open the Financial Proposals for the Clusters in a sequence starting from Cluster A followed by Clusters B, C, D and Cluster E. For each Cluster, the Authority shall complete the evaluation as per this Clause 31.4 and then open Financial Proposals for another Cluster in the sequence.
- (b) For a Cluster, the Authority shall, for each Technically Approved Bidder that has submitted a substantially responsive Financial Proposal, tabulate the contents of the Input Sheet with respect to the Equipment Rate and O&M Fee in an excel sheet in presence of the Bidders, who chose to attend the evaluation proceedings.

The Bid Parameter, which will be rounded off to up to 2 decimal places, would be calculated automatically in the digital format of the Financial Proposal.

It is further clarified that for the purposes of evaluation of the Financial Proposals, the Authority shall rely on the hard copy of the Financial Proposal submitted by a Bidder.

If there is a discrepancy between words and figures quoted in the Input Sheet then the amount in words shall prevail.

- (c) Once the Bid Parameter for each Technically Approved Bidder that has submitted a substantially responsive Financial Proposal has been tabulated, the Authority shall rank the Technically Approved Bidder based on the Bid Parameter calculated for each Technically Approved Bidder. The Technically Approved Bidder whose Bid Parameter is the lowest will be the Preferred Bidder; the Technically Approved Bidder whose Bid

Parameter is the second lowest will be the Second Preferred Bidder.

- (d) The Preferred Bidder shall ordinarily be the Selected Bidder.
- (e) For a Cluster, if the Bid Parameter, when calculated, is the same for 2 or more Technically Approved Bidders, then the Technically Approved Bidder whose Annuity Fee is lower will be the Selected Bidder. However, if the Annuity Fee, with the same Bid Parameter, is also same, then the Technically Approved Bidder whose Total Capital Expenditure is lower will be the Selected Bidder. However, if the Total Capital Expenditure, with the same Annuity Fee, is also same, then the Technically Approved Bidder whose Net Worth, as calculated in accordance with the terms of the RFP, is higher will be the Selected Bidder. If the Net Worth of 2 or more Technically Approved Bidders is also same, then the Authority may take any such measure as it may deem fit in its sole discretion, including inviting fresh Bids.
- (f) In the event a Bidder becomes the Preferred Bidder for more than two (2) Clusters, the Financial Proposal submitted by such Bidder for the remaining Clusters shall not be opened.

31.5 If the Preferred Bidder is disqualified or rejected for any reason whatsoever, then the procedure set out in Clause 8.2 shall follow.

31.6 The only criterion for evaluation and comparison of the Financial Proposals of Technically Approved Bidders will be the Bid Parameter.

32. CLARIFICATION ON BIDS

32.1 To facilitate evaluation of the Bids, the Authority may, in its sole discretion, seek clarifications from any Bidder regarding its Technical Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Authority will not be considered.

32.2 If a Bidder does not provide clarifications sought under Clause 32.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

PART E. AWARD OF PROJECT

33. LETTER OF AWARD (LOA)

33.1 After declaration of the Selected Bidder, the Authority will issue the LOA to the Selected Bidder in duplicate:

- (a) declaring it as the Successful Bidder;
- (b) accepting its Technical Proposal and Financial Proposal;

- (c) requesting it to fulfill the condition specified in Clause 33.2;
- (d) subject to any other conditions specified in the LOA, requesting it to execute the SIOM Agreement in the format prescribed in the Bid Documents.

- 33.2 Within 15 days of receipt of the LOA, the Bidder declared as the Selected Bidder shall sign and return, as acknowledgement, the duplicate copy of the LOA.
- 33.3 If the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to an extension, without prejudice to any of its rights under the Bid Documents or law, withdraw the LOA and forfeit the Bid Security and the Supplementary Bid Security, if applicable. Upon withdrawal of the LOA issued to the Selected Bidder, the procedure set out in Clause 8.2 shall follow.
- 33.4 If the Selected Bidder is unable to incorporate the Project SPV prior to execution of the Agreement, the Selected Bidder will be required to incorporate the Project SPV within 30 days of the execution of the Agreement and thereafter novate the Agreement in favour of the Project SPV within 3 days of incorporation of the Project SPV through a novation agreement, substantially in the format set out in the Agreement.

34. EXECUTION OF SIOM AGREEMENT

- 34.1 For each Cluster, the Project SPV shall execute the SIOM Agreement with the Authority and the ULBs in respective Cluster. After the acceptance of the LOA by the Selected Bidder and upon a request made by the Selected Bidder, the Authority shall provide the final execution draft of the SIOM Agreement to the Selected Bidder.

It is clarified that, for the purposes of initial signing of the SIOM Agreement, the Selected Bidders can directly sign the SIOM Agreements with the relevant ULBs. However, in such a case, as a condition precedent to the effectiveness of the respective SIOM Agreements, the Selected Bidder will be required to incorporate a Project SPV and undertake all such acts as may be required to ensure that the Project SPV assumes all rights, duties and obligations under the SIOM Agreements.

- 34.2 The Authority shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the SIOM Agreement provided by the Authority under Clause 33.1.
- 34.3 If the Selected Bidder seeks to negotiate or seeks any deviations from the final execution draft of the SIOM Agreements, the Authority may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 8.2 shall follow.

For each Cluster, the Selected Bidder shall execute the SIOM Agreement, not later than 15 days from the date of acceptance of LOA by the Selected Bidder, upon satisfying the conditions set out in Clauses 33 above and any other conditions specified in the LOA.

- 34.4 If the Selected Bidder fails to satisfy the conditions specified in Clause 33.2 above or fails to execute the SIOM Agreements for the Project Cluster on or before the date stipulated in the LOA, the Authority may, unless it consents to an extension, without prejudice to any of its

rights under the Bid Documents or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security and, if applicable, the Supplementary Bid Security. If the Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 8.2 shall follow.

SCHEDULE A - INFORMATION MEMORANDUM

Disclaimer

The Information Memorandum is not an agreement and is neither an offer nor an invitation by the Authority to Bidders or any other Person. The purpose of the Information Memorandum is to provide Bidders with information that may be useful to them in the preparation and submission of their Bids. The Information Memorandum includes statements which reflect various assumptions and assessments arrived at by the Authority for the Project. Such assumptions, assessments and statements do not purport to contain all the information that Bidders may require. The information contained in the Information Memorandum may not be appropriate for all Persons and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads the Information Memorandum. The assumptions, assessments, statements and information contained in the Information Memorandum may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Information Memorandum and obtain independent advice from appropriate sources.

The Authority, its employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Information Memorandum or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Information Memorandum and any assessment, assumption, statement or information contained in the Information Memorandum or deemed to form part of the Information Memorandum or arising in any way.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the content of the Information Memorandum.

1. Project Background & Context

The Government of Odisha (GoO), through Housing and Urban Development Department (HUDD) has set up Odisha Urban Infrastructure Development Fund (OUIDF) to develop and finance urban infrastructure projects in the state of Odisha.

Given the early success of the first phase of street lighting energy efficiency project at Bhubaneswar followed by Odisha multicity street light project which is currently under implementation in the city of Cuttack, Berhampur, Rourkela, Sambalpur & Bhubaneswar, the Government of Odisha has decided to extend the rollout of such projects to the all the urban local bodies (ULBs) within Odisha. With this the Government of Odisha also aims to cut the energy bills for ULBs and to provide roads with brighter and more even illumination with increased safety for pedestrians and vehicle drivers. With this regards, Odisha Government's Housing and Urban Development Department inked a pact with energy efficiency eervice limited (EESL), for retrofitting of existing conventional street lights with LED lights across all other ULBs. However to cover the new upcoming road stretches in greenfield areas across 113 ULBs including four municipal corporations of Cuttack, Berhampur, Rourkela & Sambalpur, it is proposed to implement greenfield street light project in 113 ULBs in Odisha.

A Public Private Partnership (PPP) mode of implementation through appointment of a **Cluster wise implementation agency** has been envisaged to develop street light infrastructure with LED luminaires and efficient information system and automation technologies etc. The DMA along with 113 ULBs in respective Clusters intend to implement Cluster specific project under a 7 year annuity based PPP arrangement (the "Project(s)), wherein upfront investments required would be made by the Selected Bidder through a transparent bid process. The Project is also supported by an upfront capital subsidy support (equivalent to 90% of the total capital expenditure incurred in the Project) funded by the Odisha Urban Infrastructure Development Fund (OUIDF), Government of Odisha in the form of grants received by the Authority from OUIDF and contribution by ULBs from loan provided by OUIDF to the ULBs. The 90% of Capital Subsidy would be provided to the Project SPV jointly by Authority (DMA) and the ULBs of the respective Cluster after the Project COD and as per the terms of the SIOM Agreement. The ULBs have decided to run a joint techno-commercial competitive process for selection of a implementing agency specific to each Cluster with the objective of achieving higher economies of scale. It is envisaged that Project level SPV specific to each Cluster shall be formed.

Accordingly, the key objectives of this project are,

- a) Implementation of **Greenfield Public Street Lighting Systems** in new stretches and areas which are presently not providing with street lighting systems in 113 ULBs. This includes installation of poles, outreach arms, cables, earthing, feeder panels etc., and road group wise standard rating LED Luminaires in accordance with applicable standards;
- b) To maintain the lighting levels in accordance with Lux Levels as set out by relevant standards for different road groups;
- c) Introduction of voltage dimming to facilitate and for enhancing energy savings in off-peak hours;

- d) Introduction of feeder panel based remote operation and monitoring of street lighting systems which would also facilitate predictive repairs and replacements;
- e) Improving O&M and citizen services by maintaining the availability of > 95%. for **Greenfield Public Street Lighting Systems.**

2. Project Coverage & Requirements for Greenfield Public Street Lighting Systems

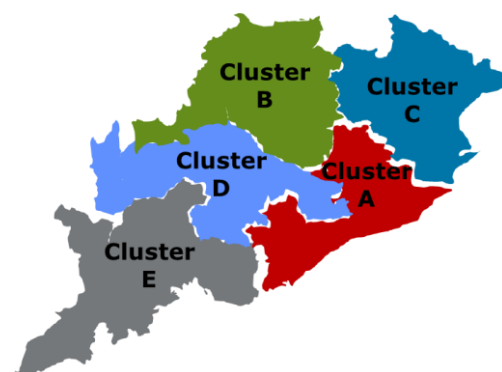
2.1 Project Coverage & Spread

The Greenfield Street Light Project for 113 ULBs envisages appointment of a one implementation agency specific to each Cluster for undertaking the various works related to developing new/ additional street light stretches in the areas which are presently not providing with street lighting infrastructure in 113 ULBs. This includes installation of poles, outreach arms, cables, earthing, feeder panels, centralised monitoring and automation along with road group wise standard rating LED Luminaires in accordance with applicable standards;

Five Clusters covering 30 districts with 113 ULBs are formed based on geographical boundaries of as indicated below,

Cluster arrangements with districts covered under each Cluster

Cluster A	Cluster B	Cluster C	Cluster D	Cluster E
Cuttack	Angul	Balasore	Balangir	Malkangiri
Dhenkanal	Bargarh	Bhadrak	Boudh	Koraput
Ganjam	Deogarh	Jajpur	Nayagarh	Nabrangpur
Jagatsinghpur	Jharsuguda	Kendrapara	Nuapada	Raygada
Khorda	Sambalpur	Keonjhar	Kandhamal	Kalahandi
Puri	Sundargarh	Mayurbhanj	Sonepur	Gajapati



List of ULBs falling in each Cluster with estimated stretch for Greenfield Public Street Lighting System in each cluster and project coverage and exclusions are indicated in Table 1 below,

Table 1 : List of ULBs falling in Each Cluster

Cluster	District	Administrative Area of Different ULBs to be Covered		Estimated Greenfield street light stretch (km)	Project Coverage
Cluster A	Cuttack	1	Athgarh NAC	337	<ul style="list-style-type: none"> • To develop street light infrastructure comprised off poles, outreach arms, LED Luminaires, cables, earthing, feeder panels with Centralised Control and Monitoring System
		2	Banki NAC		
		3	Choudwar Municipality		
		4	Cuttack M. Corporation		
	Dhenkanal	5	Bhuban NAC		
		6	Dhenkanal Municipality		
		7	Hindol NAC		

Cluster	District	Administrative Area of Different ULBs to be Covered		Estimated Greenfield street light stretch (km)	Project Coverage			
	Ganjam	8	Kamakhyanagr NAC	335	<p>(CCMS) for new/ additional street light stretches in the areas which are presently not provided with any street lighting infrastructure.</p> <ul style="list-style-type: none"> Excludes existing Street Light Points covered under the ongoing project being implemented by M/s Neev Energy including intermittent missing poles / Luminaires at all the ULBs 			
		9	Aska NAC					
		10	Bellaguntha NAC					
		11	Bhanjanagar NAC					
		12	Buguda NAC					
		13	Chhatrapur NAC					
		14	Chikiti NAC					
		15	Digaphandi NAC					
		16	Ganjam NAC					
		17	Gopalpur NAC					
		18	Hinjlicut Municipality					
		19	Kabisuryanagar NAC					
		20	Khallikote NAC					
		21	Kodala NAC					
		22	Polsara NAC					
		23	Purushhotampur NAC					
		24	Rambha NAC					
		25	Soroda NAC					
		26	Berhampur M. Corporation					
		Jagatsinghpur	27			Jagatsinghpur Municipality		
			28			Paradeep Municipality		
		Khorda	29			Balugaon NAC		
			30			Banpur NAC		
			31			Jatni Municipality		
			32			Khurda Municipality		
		Puri	33			Konark NAC		
	34		Nimapara NAC					
	35		Pipli NAC					
	36		Puri Municipality					
	Cluster B	Angul	1			Angul Municipality	335	<ul style="list-style-type: none"> To develop street light infrastructure comprised off poles, outreach arms, LED Luminaires, cables, earthing, feeder panels with Centralised Control and Monitoring System (CCMS) for new/ additional street light stretches in the areas which are presently not provided with any street lighting infrastructure. Excludes existing Street Light Points covered under the ongoing project being implemented by M/s Neev Energy including intermittent missing poles / Luminaires at all the ULBs
			2			Athmallik NAC		
			3			Talcher Municipality		
		Bargarh	4			Attabira NAC		
			5			Bargarh Municipality		
			6			Barpalli NAC		
			7			Padampur NAC		
Deogarh		8	Bijepur NAC					
		9	Deogarh Municipality					
Jharsuguda		10	Belpahar Municipality					
		11	Brajrajnagar Municipality					
		12	Jharsuguda Municipality					
Sambalpur		13	Kuchinda NAC					
		14	Redakhol NAC					
		15	Sambalpur M. Corporation					
Sundargarh		16	Biramitrapur Municipality					

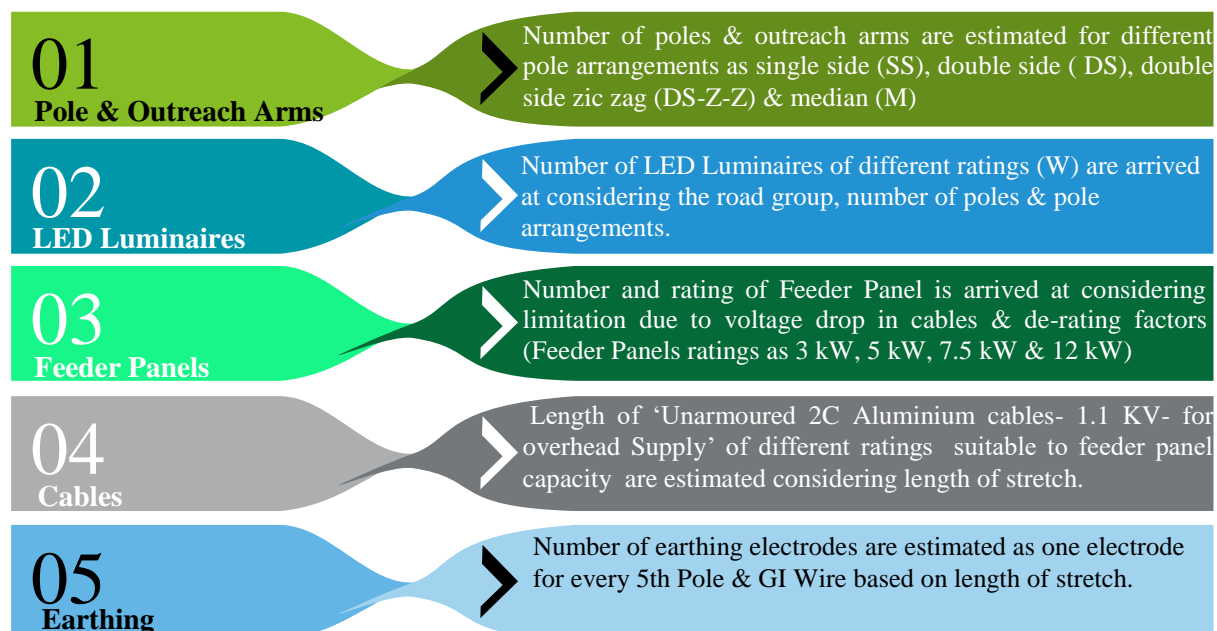
Cluster	District	Administrative Area of Different ULBs to be Covered		Estimated Greenfield street light stretch (km)	Project Coverage
Cluster C		17	Rajgangpur Municipality	222	<ul style="list-style-type: none"> To develop street light infrastructure comprised off poles, outreach arms, LED Luminaires, cables, earthing, feeder panels with Centralised Control and Monitoring System (CCMS) for new/additional street light stretches in the areas which are presently not provided with any street lighting infrastructure. Excludes existing Street Light Points including intermittent missing poles / Luminaires at all the ULBs
		18	Sundargarh Municipality		
		19	Rourkela M. Corporation		
	Balasore	1	Balasore Municipality		
		2	Jaleswar NAC		
		3	Soro NAC		
	Bhadrak	4	Nilgiri NAC		
		5	Basudevpur NAC		
		6	Bhadrak Municipality		
		7	Chandbali NAC		
	Jajpur	8	Dhamnagar NAC		
		9	Jajpur Municipality		
	Kendrapara	10	Vyasanagar Municipality		
		11	Kendrapara Municipality		
	Keonjhar	12	Pattamundai NAC		
		13	Anandapur Municipality		
		14	Barbil Municipality		
		15	Champua NAC		
		16	Joda Municipality		
	Mayurbhanj	17	Keonjharghar Municipality		
		18	Baripada Municipality		
19		Karanjia NAC			
20		Rairangpur NAC			
21		Udala NAC			
Cluster D	Balangir	1	Balangir Municipality	195	<ul style="list-style-type: none"> To develop street light infrastructure comprised off poles, outreach arms, LED Luminaires, cables, earthing, feeder panels with Centralised Control and Monitoring System (CCMS) for new/additional street light stretches in the areas which are presently not provided with any street lighting infrastructure. Excludes existing Street Light Points including intermittent missing poles / Luminaires at all the ULBs
		2	Kantabanli NAC		
		3	Patnagarh NAC		
		4	Titlagarh Municipality		
		5	Tusura NAC		
	Boudh	6	Boudh NAC		
	Nayagarh	7	Daspalla NAC		
		8	Khandapada NAC		
		9	Nayagarh NAC		
		10	Ranpur NAC		
		11	Odagaon NAC		
	Nuapada	12	Khariar NAC		
		13	Khariar Road NAC		
		14	Nuapada NAC		
	Kandhamal	15	Baliguda NAC		
		16	G.Udaygiri NAC		
		17	Phulbani Municipality		
	Sonepur	18	Binika NAC		
		19	Sonepur Municipality		
		20	Tarbha NAC		
Cluster E	Gajapati	1	Kashinagar NAC	179	<ul style="list-style-type: none"> To develop street light infrastructure comprised off poles, outreach arms, LED Luminaires, cables, earthing, feeder panels with Centralised Control and Monitoring System
		2	Paralekhamundi Municipality		
	Kalahandi	3	Bhawanipatna Municipality		
		4	Dharamgarh NAC		
		5	Junagarh NAC		
		6	Kesinga NAC		
	Koraput	7	Jeypore Municipality		

Cluster	District	Administrative Area of Different ULBs to be Covered		Estimated Greenfield street light stretch (km)	Project Coverage
		8	Koraput Municipality		(CCMS) for new/ additional street light stretches in the areas which are presently not provided with any street lighting infrastructure. • Excludes existing Street Light Points including intermittent missing poles / Luminaires at all the ULBs
		9	Kotpad NAC		
		10	Sunabeda Municipality		
	Malkangiri	11	Balimela NAC		
		12	Malkangiri Municipality		
	Nabrangpur	13	Nabrangpur Municipality		
		14	Umarkote Municipality		
	Raygada	15	Gudari NAC		
		16	Gunupur NAC		
		17	Raygada Municipality		

2.2 Snapshot for Greenfield Public Street Lighting Systems requirements based on actual survey for 38 ULBs

A filed survey was conducted for 38 ULBs from different districts comprised of 14 Municipalities and 20 Notified Area Council (NACs) of large, medium and small size as well as 4 Municipal Corporations. All greenfield (new) street lighting stretches falling within the ULB limits are surveyed to capture the details on length of greenfield stretches with GPS co-ordinates, road widths and road group categorization based on traffic densities, suitable pole arrangements /span /height etc. Based on initial data, requirement on number of poles of different height and span, different LED Luminaire ratings, feeder panel and cable sizes are assessed for 38 ULBs based on approach indicated in Figure 1 below.

Figure 1: Approach to assess requirements of greenfield street light infrastructure components

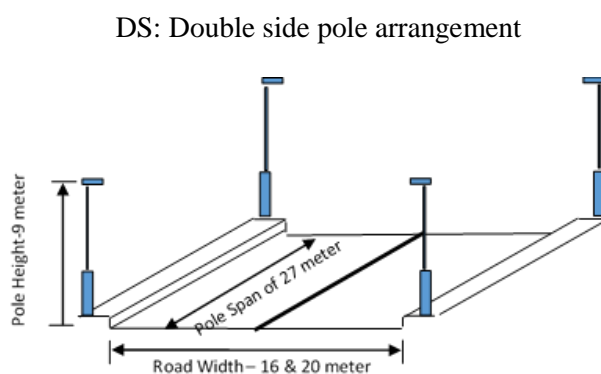
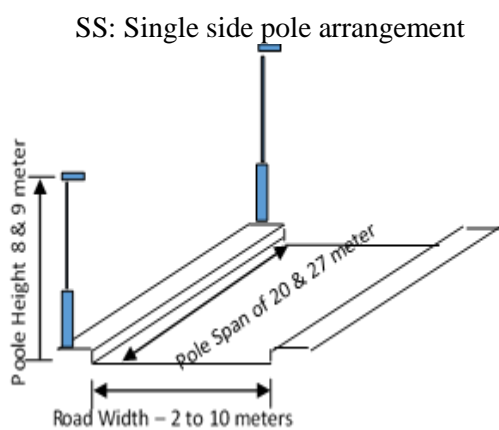


Detailed data collected through sample field survey for all the new road stretches in 38 ULBs and assessment of different components for new (greenfield) street light infrastructure is provided as an Appendix A of this document. The details provided in Appendix A are analysed further in section

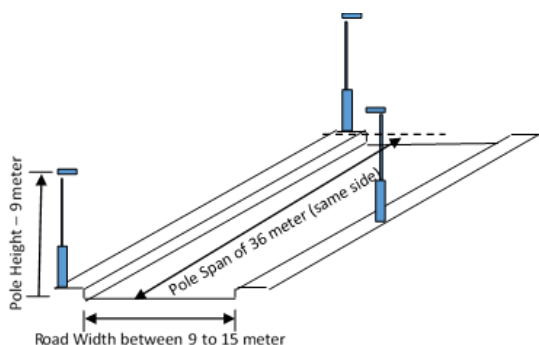
below to get the insights on different road groups and associated length of road stretches, LED Luminaire ratings, majority pole arrangements with different pole heights, different ratings of cables and feeder panels required etc. However the analysis in section below is based on limited survey for only 38 ULBs and is indicate in nature and the bidders should therefore conduct their own investigations and due diligence prior to submission of the bids.

a. Pole arrangements, pole span and pole height

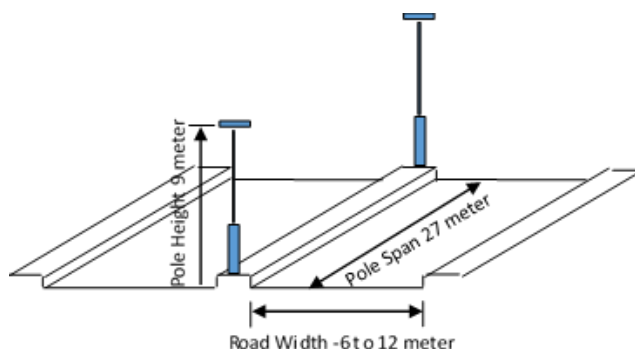
Based on actual survey, following are different pole arrangements, pole span and required pole heights for new road stretches to be installed with greenfield street lighting. The four major types of poles arrangements are as below,



DS-Z-Z: Double side Zig-Zag pole arrangement



M: Median pole arrangement



AAs indicated above, only in case of single side pole arrangement there are two different pole heights of 8 meter and 9 meter are required with two different pole spans of 20 & 27 meter. Whereas for all other three pole arrangements, required pole height is 9 meter with pole span as 27 meter except in case of double side zig-zag pole arrangement (DS-Z-Z) for which required pole span between two poles on same side is 36 meter.

Based on survey for 38 ULBs, as indicated in Table 2 below, 80% of total poles required are of single side pole arrangement with 8 meter height & 20 meter pole span, followed by 13% of pole with single side pole arrangement with 9 meter height & 27 meter pole span. Whereas only 2% of total poles are

of double side and median pole arrangement each with 9 meter height & 27 meter pole span and balance 4% poles are of double side zig-zag arrangement with 9 meter height & 27 meter pole span.

Table 2 : Pole numbers with different span and height with Different pole arrangements

Pole Span	Pole Height	Pole arrangements			
		SS	DS	DS-Z-Z	M
20 meter	8 meter	18360	-	-	-
20 meter	9 meter	-	-	-	-
27 meter	8 meter	-	-	-	-
27 meter	9 meter	3061	392	-	399
36 meter	9 meter	-	-	874	-

Also based on data provided in Table 2, only 2% of poles are median pole and requires double arm bracket with 2 LED Luminaires for each pole whereas balance 98% of poles are required single arm bracket.

b. Road group wise Length of road Stretch and LED Luminaires

As LED Luminaire rating has to be aligned with different road groups, length of new road stretches for different road groups is analysed in Table 3 below;

Table 3 : Road group wise length of road stretches and LED Luminaires of different ratings

	A1 Rapid and Dense Motor Vehicle Traffic	A2 Considerabl e volume of mixed traffic	B1 Local traffic routes, shopping streets	B2 /C Residential Area Roads
Length of new road starches based on survey for 38 ULBS (km)	5	89	84	303
Number of LED Luminaires of 110 W	210			
Number of LED Luminaires of 90 W		3991		
Number of LED Luminaires of 70 W			4088	
Number of LED Luminaires of 45 W				15196

As indicated above, 63% of total new road stretches (303 km) in 38 ULBs belongs to B2 /C road group to be installed with LED Luminaires of 45W, 17% of road stretches (84 km) as B1 road group to be installed with 70W LED Luminaires and 19% & 1% of road stretches as A2 & A1 road group categories to be installed with LED Luminaires of 90W & 110W respectively.

c. Feeder Panels & Cables of different sizes

Rating of the feeder panels are arrived at considering the length of individual road stretches, rating of LED Luminaires, 25% of safety margin and limitations on account of voltage drop in the cables.

As indicated in Table 4 below, ~ 61% of total feeder panels are of 3 kW and mainly for road stretches less than 750 meters. For road stretches with length >750 meters & < 1500 meters, 14% of feeder panels are of 5 & 7.5 kW whereas for road stretches >1500 meters 23% feeder panels are of 5, 7.5 & 12 kW.

Table 4 : Number of different rating Feeder Panels for road stretches with different lengths

Feeder Panel Rating	Length of new road stretch		
	<=750 meters	>750 & <=1500 meter	>1500 meter
3 kW	313	45	0
5 kW	6	59	52
7.5 kW	2	21	60
12 kW	0	2	25

Length of cables of different ratings is arrived at based on Feeder Panel rating and length of road stretches. As indicated in Table 5 below, 32% (176 km) of total cable required is of 2.5 sq mm to supply feeder panels of 3 kW, 30% (164 km) of total cable is of 6 sq mm to supply feeder panels of 5 kW, 26% (146 km) of total cable is of 10 sq mm to supply feeder panels of 7.5 kW & 12% (66 km) of total cable is of 16 / 25 sq mm to supply feeder panels of 12 kW.

Table 5 : Cable length (in km) of different rating to supply feeder panels

Feeder Panel Rating	Cable Size			
	2.5 Sq mm	6 Sq mm	10 Sq mm	16 / 25 Sq mm
3 kW	176	0	0	0
5 kW	0	164	0	0
7.5 kW	0	0	146	0
12 kW	0	0	0	66

3. Project Scope & Cluster Specific BoQ for Greenfield Public Street Lighting Systems

3.1 Technical Interventions

The Greenfield Public Street Light System PPP Project envisages to introduce the following technical interventions:

Sl.	Intervention	Description	Coverage				
			Cluster A	Cluster B	Cluster C	Cluster D	Cluster E
T1	Greenfield infrastructure components	Installation of complete Greenfield Public Street Lighting System on new stretches	Yes	Yes	Yes	Yes	Yes
T2	Automation of Greenfield Public Street Lighting System	Feeder panel installation and automation	Yes	Yes	Yes	Yes	Yes
T3	Centralized operation & control	Setting up of CCMS fat Cluster level or centralized operation, monitoring, controls, complaints management etc.	Yes	Yes	Yes	Yes	Yes
T4	Operation &	To maintain asset register	Yes	Yes	Yes	Yes	Yes

Sl.	Intervention	Description	Coverage				
			Cluster A	Cluster B	Cluster C	Cluster D	Cluster E
	maintenance	and undertake operation and maintenance of the Greenfield Public Street Lighting System over 7 year term including rehabilitation / replacement works required to be performed					
T5	To maintain the prescribed Light levels	To maintain the lighting levels in accordance with Lux Levels as set out by relevant standards for different road groups	Yes	Yes	Yes	Yes	Yes

3.2 Scope of Work for Selected Bidder

The Selected Bidder shall be responsible for the following activities in all the 113 ULBs covered under the Greenfield Public Street Lighting System as PPP Project,

A. Greenfield Installations

Sl.	Activity Name	Description
A.1	Survey	<ul style="list-style-type: none"> Detailed survey of proposed stretches (with GPS Coordinates, Road Class) as per prescribed format.
A.2	Preparation of Equipment Installation Plan	<ul style="list-style-type: none"> Preparation of stretch wise complete Greenfield Public Street Light System infrastructure and LED Luminaires plan (Equipment Installation Plan) with listing of bill of quantities, in accordance with the terms of the RFP/ Contract. Agreement with respective ULBs and signoff.
A.3	Implementation	<ul style="list-style-type: none"> Setting up of infrastructure – poles, pole junction box, outreach arms, cabling, switching, monitoring and automation systems, protection systems, feeder panel etc. Installation of LED Luminaire of appropriate/ agreed ratings and to prepare and maintain asset register throughout the Project Term Asset register to be prepared simultaneously with infrastructure installation. .
A.4	Commissioning	<ul style="list-style-type: none"> Commissioning of Greenfield Public Street Lighting System and signoff with ULBs.

B. Automation and Centralized Control & Monitoring System (CCMS) at Cluster level: Setting-up and commissioning of CCMS at Cluster level including communication systems for remote connectivity with feeder panels, , computer systems, servers, internet connectivity, software systems & tools.

C. Operation & Maintenance of Greenfield Public Street Lighting System installed in respective ULBs in a Cluster

1. Undertake operations, monitoring, predictive and planned maintenance activities for the Greenfield Public Street Lighting System.
 2. Deployment of hydraulic cranes and other tools and equipment as mandated in the RFP.
 3. Deployment of qualified/ trained personnel for manning of CCMS and various other monitoring, inspection, maintenance, repair, replacement, citizen complaints handling related activities.
 4. Daily, weekly and monthly reporting on citizen complaints, operating status, replacement/ repair activities, energy consumption etc. of the Greenfield Public Street Lighting System.
- D. Support and/ or undertake various quality monitoring tests on the Greenfield Public Street Lighting System in accordance with terms of RFP/ Contract.
- E. Ensure compliance with all environment and safety standards and fulfil all statutory obligations in respect of deputed staff at its own cost for full project duration.
- F. Ensure knowledge transfer and training to the Authority, staff of the ULBs for operation and maintenance of the Equipment implemented under the Project.
- G. Handing over of fully functional Greenfield Public Street Lighting System and CCMS to the respective ULBs / Authority at the end of project tenure.

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.

3.3 Cluster wise BoQ for Greenfield Public Street Lighting Systems

Based on the survey of greenfield stretches for 38 ULBs and the findings, the Authority have estimated the following quantities of the various sub-components proposed to be covered under the **Greenfield Public Street Light System PPP Project**:

Particulars		Cluster A	Cluster B	Cluster C	Cluster D	Cluster E
LED Luminaires						
LED110	Numbers	70	70	245	35	70
LED90	Numbers	2433	3178	2492	1269	1484
LED70	Numbers	2846	2652	2058	2204	1452
LED45	Numbers	11139	10299	5946	6151	5751
Poles						
P1- 8 meter height	Numbers	13493	12122	7703	7795	6897
P2- 9 meter height	Numbers	2904	3659	2972	1819	1716
P-SPL	Numbers					
Pole junction box						
FRP pole junction box including clamps, bolts, 6 A MCB etc	Numbers	16396	15781	10676	9613	8613
Outreach arm						
Single arm bracket	Numbers	16305	15361	10611	9568	8470

Particulars		Cluster A	Cluster B	Cluster C	Cluster D	Cluster E
Double arm bracket	Numbers	92	420	65	46	144
Smart Feeder Panels						
3 kW rating	Numbers	341	195	170	201	136
5 kW rating	Numbers	76	81	49	45	51
7.5 kW rating	Numbers	48	69	35	26	27
12 kW rating	Numbers	15	17	22	12	9
1.1 kV – 2 core - aluminium conductor , PVC insulated inner sheathed unarmoured cable						
C1 - 2.5 Sq. mm.	meter	159811	100872	83965	92440	65570
C2 - 6 Sq. mm.	meter	103043	119143	63552	57856	69085
C3 - 10 Sq. mm.	meter	85502	121862	59368	47121	48386
C4 - 16 / 25 Sq. mm.	meter	40371	37184	56979	34341	22274
Galvanised ‘D’ iron clamps for holding overhead cables						
Shackle insulator (75 mm X 90 mm)	Numbers	16396	15781	10676	9613	8613
Messenger wire for overhead cables						
Aluminum alloy messenger wire of 16 Sq mm	meter	388728	379061	263864	231758	205314
Earthing						
Electrodes - 450mm× 450mm × 10 mm thick termination CI plate	Numbers	3322	3180	2152	1946	1739
GI Strip - of 25 x 5 mm	meter	388728	379061	263864	231758	205314
Misc- Base						
Pole Identification Marking	Numbers	16396	15781	10676	9613	8613
Hydraulic Lift	Numbers	2	2	2	2	2
Misc- Automation						
Cluster Level Data Centre (Computer & Web Server)	LumSum	1	1	1	1	1
Software-Asset Management+Predictive Maintenance	LumSum	1	1	1	1	1

The bill of quantities mentioned above may vary during the Project implementation. Selected Bidder shall be required to do a detailed survey to identify the actual stretch and coverage of the project area for the Cluster. It may be noted that the Selected Bidder shall be paid for actual quantities of equipment and infrastructure installed and commissioned as per the provisions of the SIOM Agreement.

Appendix A - Details of Greenfield Stretches Surveyed at 38 ULBs from Different Clusters

[Note: Attached Separately.]

SCHEDULE B - DRAFT SIOM AGREEMENT

[Note: Attached Separately.]

SCHEDULE C - DRAFT SHAREHOLDERS' AGREEMENT

[Note: Attached Separately.]

SECTION IV – FORMATS

ANNEXURE A - FORMAT OF LETTER OF BID

(On the letter head of the Bidder/Lead Member)

From

[Name of the Authorized Signatory]

[insert designation]

[Name of Bidder/Lead Member]

[Address of Bidder/Lead Member]

Date: [insert date] 2018

To

Director, Municipal Administration,
Directorate of Municipal Administration,
Housing and Urban Development Department,
Government of Odisha
1st Floor, State Secretariat,
Annex – B,
Bhubaneswar – 751001, Odisha

Dear Sir,

Sub: Letter of bid for submitting Bid on behalf of [insert name of Bidder/Lead Member] for the Odisha Greenfield Street Lighting PPP Project

With reference to your Bid Documents dated², we, having examined the Bid Documents and understood its contents, hereby submit our Bid. The Bid is unconditional and unqualified.

1. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the Project, and we certify that all information provided in the Bid and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying for evaluation of our Financial Proposal and selection as the Selected Bidder for the implementation of the Odisha Greenfield Street Lighting Project.
3. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. We acknowledge the right of Authority to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

² All blank spaces shall be suitably filled up by the Bidder to reflect particulars relating to such Bidder.

5. We acknowledge the right of Authority not to award the SIOM Agreement without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We acknowledge the right of the Authority to seek information and evidence from us regarding our continued eligibility and compliance with the Qualification Criteria at any time during the Bid Process and we undertake to provide all such information and evidence sought by the Authority.
7. We certify that all information, details and documents provided by us as a part of our Technical & Financial Proposal(s) are true, correct, complete and accurate in all respects. We are submitting our Bid for the following Clusters.
 - i. [Bidder to insert name of the Cluster i.e. Cluster A, B.... etc. as applicable]
 - ii. [Bidder to insert name of the Cluster i.e. Cluster A, B.... etc. as applicable]
 - iii. [Bidder to insert name of the Cluster i.e. Cluster A, B.... etc. as applicable]
 - iv. [Bidder to insert name of the Cluster i.e. Cluster A, B.... etc. as applicable]
 - v. [Bidder to insert name of the Cluster i.e. Cluster A, B.... etc. as applicable]
8. We represent, warrant and undertake that:
 - (a) We have examined and have no reservations to the Bid Documents and do not seek any deviations to the Bid Documents, including any Addendum issued by Authority;
 - (b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State;
 - (c) We have taken steps to ensure that in conformity with the provisions of Clause 3 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - (d) The RFP, the Addenda and all other information provided by Authority to us are and shall remain the property of Authority and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the RFP. We undertake that we shall treat all information received from or on behalf of Authority as strictly confidential and we shall not use such information for any purpose other than for

preparation and submission of this Bid.

9. We understand that you may cancel the Bid Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 8 of the RFP document.
10. We declare that we or our Associates are not submitting a Bid for the Project.
11. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall intimate Authority of the same immediately.
12. We are submitting with this Bid and all the documents that are required to be submitted in accordance with the RFP.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by Authority in connection with evaluation of Bids, declaration of the Selected Bidder, or in connection with the Bid Process itself, in respect of the Project and the terms and implementation thereof, to the fullest extent permitted by applicable law and waive any and all rights and/or claims we may have in this respect, whether actual or contingent, whether present or in future.
14. In the event of us being declared as the Selected Bidder for a Cluster, we agree to enter into a SIOM Agreement for such Cluster in the draft form set out in the Bid Documents. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
15. We agree and undertake to abide by all the terms and conditions of the Bid Documents.
16. We have studied all the Bid Documents and all the information carefully. We understand that except to the extent as expressly set forth in the SIOM Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the SIOM Agreement.
17. We have submitted the Financial Proposal(s) after taking into consideration all the terms and conditions stated in the RFP, the SIOM Agreement, our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.
18. We offer a Bid Security of INR 5,000,000 (Rupees Fifty Lakhs) and [a Supplementary Bid Security of INR 5,000,000 (Rupees Fifty Lakhs) *insert if applicable*] to the Authority in accordance with the RFP.
19. We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, we shall have any claim or right against the Authority if the SIOM Agreement is not awarded to us or our Bid is not opened.

20. We are enclosing herewith 1 original and 1 copy of our Technical Proposal (Envelope I) and our original Financial Proposal(s) (Envelope II) in duly signed formats in accordance with the instructions to Bidders contained in the RFP. We have also submitted the Financial Proposal in digital form of an Excel sheet, which will be provided on a compact disc, as a part of Envelope II. We have submitted Financial Proposal(s) for the[Bidder to insert name of Cluster(s)]
21. This Bid Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Bhubaneswar will have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.
22. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the RFP.

In witness thereof, we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Dated this [insert date] day of [insert month] 2018

Name and seal of the Bidder

(Signature, name and designation of the Authorised Signatory)

Date:

Place:

ANNEXURE B - FORMAT OF BID SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No. [___]

Dated:

1. In consideration of you, Director, Municipal Administration, Directorate of Municipal Administration, Housing and Urban Development Department, Government of Odisha (referred to as **DMA**, which expression will unless it is repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered/principal office at [*Insert Address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the implementation of Odisha Street Lighting Project on PPP basis (referred to as the **Project**) pursuant to the Request for Proposal dated [___] (referred to as the **RFP**) issued in respect of the Project and other related documents including without limitation the SIOM Agreement (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [___] and one of its branches at [___] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 15 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the DMA an amount of INR 5,000,000 (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by the DMA stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of DMA is disputed by the Bidder or not, merely on the first demand from DMA stating that the amount claimed is due to DMA by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - (a) if the Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3 of this RFP;
 - (b) if the Bidder is disqualified in accordance with the terms of the Bid Documents;
 - (c) if, after the Bid Due Date, the Bidder withdraws its Bid during the Bid validity period, as extended from time to time;
 - (d) if the Bidder is selected as the Selected Bidder for the Project and it fails within the specified time limit to:

- (i) sign and return, as acknowledgement, the duplicate copy of the LOA for the Project;
- (ii) fulfill any other condition precedent to the execution of the SIOM Agreement; or
- (iii) execute the SIOM Agreement.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 days from the Bid Due Date inclusive of a claim period of 30 days or for such extended period as may be mutually agreed between DMA and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that DMA will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at Clause 3 above. The decision of DMA that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between DMA and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, DMA will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or DMA):
 - (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or DMA under the Bid Documents or any unenforceability, illegality or invalidity of the

obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and

- (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
- 10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 11. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
- 12. It shall not be necessary for DMA to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which DMA may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
- 13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of DMA in writing.
- 14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to INR 5,000,000. The Bank will be liable to pay the amount or any part of the Guarantee only if DMA serves a written claim on the Bank in accordance with Clause 11 of this Guarantee, on or before (indicate date falling 180 days after the Bid Due Date).
- 16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

ANNEXURE C - FORMAT OF SUPPLEMENTARY BID SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No. [___]

Dated:

1. In consideration of you, Director, Municipal Administration, Directorate of Municipal Administration, Housing and Urban Development Department, Government of Odisha (referred to as **DMA**, which expression will unless it is repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered/principal office at [*Insert Address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the implementation of Odisha Street Lighting Project on PPP basis (referred to as the **Project**) pursuant to the Request for Proposal dated [___] (referred to as the **RFP**) issued in respect of the Project and other related documents including without limitation the SIOM Agreement (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [___] and one of its branches at [___] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 15 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the DMA an amount of INR 5,000,000 (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by the DMA stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of DMA is disputed by the Bidder or not, merely on the first demand from DMA stating that the amount claimed is due to DMA by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - (a) if the Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3 of this RFP;
 - (b) if the Bidder is disqualified in accordance with the terms of the Bid Documents;
 - (c) if, after the Bid Due Date, the Bidder withdraws its Bid during the Bid validity period, as extended from time to time;
 - (d) if the Bidder is selected as the Selected Bidder for the Project and it fails within the specified time limit to:

- (i) sign and return, as acknowledgement, the duplicate copy of the LOA for the Project;
- (ii) fulfill any other condition precedent to the execution of the SIOM Agreement; or
- (iii) execute the SIOM Agreement.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 4. This Guarantee shall be irrevocable and remain in full force for a period of 180 days from the Bid Due Date inclusive of a claim period of 30 days or for such extended period as may be mutually agreed between DMA and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
- 5. We, the Bank, further agree that DMA will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at Clause 3 above. The decision of DMA that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between DMA and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7. In order to give full effect to this Guarantee, DMA will be entitled to treat the Bank as the principal debtor.
- 8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
- 9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or DMA):
 - (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or DMA

under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and

- (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
- 10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 11. We undertake to make the payment on receipt of your notice of claim on us addressed to [***name of Bank along with branch address***] and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
- 12. It shall not be necessary for DMA to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which DMA may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
- 13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of DMA in writing.
- 14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to INR 5,000,000. The Bank will be liable to pay the amount or any part of the Guarantee only if DMA serves a written claim on the Bank in accordance with Clause 11 of this Guarantee, on or before (indicate date falling 180 days after the Bid Due Date).
- 16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE D-DETAILS OF BIDDER

(To be submitted on the letterhead of the Bidder/Consortium Member)

1. (a) Name:
(b) Country of incorporation:
(c) Date of incorporation and/or commencement of business:
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this Project [*Note: Such description shall not exceed 5 type-written pages.*]:
3. Details of individual who will serve as the point of contact/ communication for the Authority³:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:

³ In the event that the authorised signatory and the point of contact are different individuals, then information for both the individuals (i.e., the authorised signatory and the point of contact) to be furnished.

- (a) The information above should be provided for all the Consortium Members.
- (b) Information regarding the role of each Consortium Member should be provided as per table below:

S No.	Name	of Role	Member Code	Proposed percentage holding in the total capital of the SPV ⁴
1.				
2.				

6. Declaration of Eligibility

S. No.	Criteria	Yes	No
1.	Has the Bidder /its Associate been barred by any government or government instrumentality, whether in India or in the jurisdiction of its incorporation/residence or the jurisdiction of its business, from participating in any project (BOT, BOO or otherwise)?		
2.	If the answer to point no. 1 above is yes, does the bar subsist as on the Bid Due Date?		

7. A statement by the Bidder or any of its Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary).

Instructions:

Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.

⁴ The Lead Member to hold a minimum of 51% of the subscribed and paid-up equity share capital of the Project SPV and the other Member(s) not less than 20%.

ANNEXURE E - FORMAT OF POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value in accordance with the Stamp Act of the place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We *(name of the Bidder/Lead Member and address of the registered office)* do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms *(name)*, son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **Odisha Greenfield Street Lighting PPP Project** proposed or being developed by DMA (referred to as the **Authority**) on behalf of the 113 ULBs, including but not limited to signing and submission of all applications, bids and other documents and writings, participating in investor consultations and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the SIOM Agreement and the SHA and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the SIOM Agreement and the SHA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2015

For

.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)
Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Instructions:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the DMA (referred to as the **Authority**), on behalf of the 113 ULBs, has invited Bids from interested parties for the Odisha Street Lighting PPP Project (the **Project**).

Whereas,, and and(collectively the **Consortium**) being Consortium Members are interested in submitting a proposal to Bid for the Project in accordance with the terms and conditions of the Request for Proposal (**RFP**) and the other Bidding Documents, and

Whereas, it is necessary for the Consortium Members to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at, (hereinafter referred to as the **Principal**) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Consortium Members, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participating in bidders and other conferences, responding to queries, submitting information/documents, signing and executing contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the SIOM Agreements are entered into with the relevant Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPAL ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by both the Consortium Members)

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Instructions:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*

ANNEXURE F - TECHNICAL CAPACITY

(To be submitted on the letterhead of the Bidder/Consortium Member)

To,
[Insert Designation]
 Directorate of Municipal Administration,
 Housing and Urban Development Department,
 Government of Odisha
 [1st Floor, State Secretariat,
 Annex - B,
 Bhubaneswar - 751001, Odisha]

Dated:

Dear Sir,

Sub: Implementation of the Odisha Greenfield Street Lighting PPP Project

We have set out below details of our relevant technical experience to demonstrate the Technical Capacity, in accordance with Clause 4.2 of RFP.

[Bidder to insert details as required in A OR B OR C below with respect to meeting the Technical Capacity]

A. Supply and Installation of LED Luminaires

[Applicable as per Clause 4.2 A (a) of RFP]

Sr. No.	Name of Project /Particulars of contract /work order	Name of client /project authority	Year*	Entity that undertook the Project /Work	Relationship with the Bidder/Consortium Member ^	No. of LED Luminaires supplied/ installed**	Documentary Evidence attached#
1							
2							
..							

*Year of supply or installation to be not earlier than 2012

^ If the Bidder/Consortium Member is using its own technical experience to meet the Technical Capacity, relationship to be specified as 'Self'.

If the Bidder/Consortium Member is demonstrating the Technical Capacity by relying on the supply experience of a Third Party Entity or an Associate Company, as per Clause 4.2(a), relationship to be specified as 'Third Party' or Associate Company, as the case may be.

Further, in accordance with Clause 4.2 of the RFP, an undertaking to be submitted in the format provided at **Annexure I**, stating that in the event that the Bidder/Consortium is declared as the Selected Bidder, it will appoint the Third Party Entity or the Associate Company, as the case may be, as the supply contractor for supplying the LED Luminaires for the Project.

**** At least ten thousand (10,000) fixtures** in a single project and **fifty thousand (50,000) fixtures** in aggregate over the last five (5) years.

Documentary evidence to be provided for each project in the form of a copy of the work order or a contract and a certificate of successful completion by the customer with whom the LED Luminaires Supply Agreement or the LED Luminaires Installation Agreement was executed.

B. EPC experience in public street lighting [Applicable as per Clause 4.2 A (b) of RFP]

Sr. No.	Name of Project /Particulars of contract /work order	Name of client /project authority	Year*	Entity that undertook the Project /Work	Relation ship with the Bidder/Co nsortium Member ^	Total Project Cost**	Documenta ry Evidence attached#
1							
2							
..							

*Year of supply or installation to be not earlier than FY 2012-13

^ If the Bidder/Consortium Member is using its own technical experience to meet the Technical Capacity, relationship to be specified as 'Self'.

If the Bidder/Consortium Member is demonstrating the Technical Capacity by relying on the EPC experience of a Third Party Entity or an Associate Company, as per Clause 4.2 A (a), relationship to be specified as 'Third Party' or Associate Company, as the case may be.

Further, in accordance with Clause 4.2 of the RFP, an undertaking to be submitted in the format provided at **Annexure I**, stating that in the event that the Bidder/Consortium is declared as the Selected Bidder, it will appoint the Third Party Entity or the Associate Company, as the case may be, as the EPC contractor for the Project.

**** Project cost of at least 10 Cr** in a single project and at least **INR 50 Cr** in multiple projects in last five (5) years.

Documentary evidence to be provided for each street lighting project in the form of a copy of the work order or a contract and a certificate of successful completion by the customer with whom the EPC contract was executed.

C. Manufacturing of LED Luminaires [Applicable as per Clause 4.2 A (c) of RFP]#

We certify that M/s [*Name of the Bidder/ Consortium Member*] owns and operates a LED manufacturing facility located at [*Insert name and address of the facility*] and is under operation for * years.

We further confirm that the annual production of LED Luminaires from [*Insert name and address of the facility*] in the last two (2) years is at least* [Insert number equal to or greater than 50000]

In addition, Bidder to provide undertaking and authorization as per Annexure I and J from either a Third Party Entity/Associate meeting the requirements under Clause 4.2 A (a) or b)

* Documentary evidence attached in the form of invoice/work orders with tax certificates.

Yours faithfully,

[*Signature and stamp (on each page) of the authorised signatory*]

Name:

Date:

Place:

Instruction:

The Bidder is required to submit a certificate from the statutory auditor certifying the details submitted in the above format.

ANNEXURE G -FINANCIAL CAPACITY

(To be submitted on the letterhead of the Bidding entity/Lead Member of Consortium)

To,
[Insert Designation]
 Directorate of Municipal Administration,
 Housing and Urban Development Department,
 Government of Odisha
[1st Floor, State Secretariat,
Annex - B,
Bhubaneswar - 751001, Odisha]

Dated:

Dear Sir,

Sub: Implementation of the Odisha Greenfield Street Lighting PPP Project

[Note: Applicable to Bidder being a single entity and not Consortium.]

We certify that *[name of the Bidder]* had a Net Worth of *[INR crore or equivalent in USD*]* 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.

Name of the Bidder	Net Worth (INR Crore)	Financial Year (2016-2017)

* Equivalent in USD shall be calculated in accordance with the provision of Clause 4.2 B (a) of the RFP.

[Note: Applicable to Bidder being a Consortium.]

We certify that *[name of the Consortium Members]* had a Total Net Worth of *[INR crore or equivalent in USD*]* 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.

Name of Consortium Member	Intended equity commitment in the SPV (%)**	Net Worth (INR crore)	Eligible Net Worth (INR crore) (Total Net Worth x column 2)
(1)	(2)	(3)	(4)

Total Net Worth		
------------------------	--	--

* 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

Member 1 (Lead Member)/Member 2(Other Member)

(Note: Details for each Consortium Member must be furnished and duly certified by the Consortium Member's statutory auditor or a practicing chartered accountant)

- i. Name:
- ii. Total Net Worth (INR crore)
- iii. Intended percentage of equity commitment for the SPV**:
- iv. Eligible Net Worth for the Consortium Member (INR crore):

Name of the Consortium Member	Net Worth (INR crore)	Financial Year (2016-2017)

Yours faithfully,

[Signature and stamp (on each page) of the authorised signatory of the Bidder other than Consortium/Lead Member of Consortium]

Name:

Date:

Place:

[Signature and stamp (on each page) of the statutory auditor or a practicing chartered accountant of the Bidder other than Consortium/Lead Member of Consortium]

Name:

Date:

Place:

WITNESS:

1. *[Signature]*

Name:

Designation:

Date:

2. *[Signature]*

Name:

Designation:

Date:

Instructions:

1. The Bidding entity / Consortium Members will attach copies of the balance sheets, financial statements and audited annual reports of the preceding financial year immediately available prior to the Bid Due Date. The financial statements will:
 - (a) reflect the financial situation of the Bidder or Consortium Members;
 - (b) be complete, including all notes to the financial statements; and
 - (c) correspond to accounting periods already completed and audited (no statements for partial periods will be requested or accepted, if no audited results are available for such partial periods).
2. Net Worth means the difference between the sum of subscribed and paid up equity, reserves and the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders. Details of computation shall be provided in the statutory auditor certificate as per Annexure H.
3. The Bidder will provide a certificate from the statutory auditor or a practicing chartered accountant computing the Net Worth strictly as per the format specified in the RFP.

**ANNEXURE H - CERTIFICATE FROM THE STATUTORY AUDITOR/
PRACTICING CHARTERED ACCOUNTANT REGARDING FINANCIAL
CAPACITY**

(On the letter head of the statutory auditor/ practicing chartered accountant)

Based on its books of accounts and other published information authenticated by it, this is to certify that the Net Worth of *(name of the Bidding Entity/Member of Consortium*)* is INR..... (Rupees) as on(insert the date). This Net Worth of *(name of the Bidding entity/Member of Consortium)* has been calculated based on the following information as available from the books of accounts of the Bidding entity/Member of Consortium;

Net Worth

= (Equity share capital)
Add: (Reserves)
Subtract:(Revaluation Reserves)
Subtract: (Intangible Assets)
Subtract: (Miscellaneous expenditures to the extent not written off
and carry forward losses)

Net Worth of the *(name of the Bidding Entity/Member of Consortium)* =INR

* To be submitted for each Member of Consortium including Lead Member.

Name of the audit firm:

Seal of the audit firm:

Signature:

Name:

Membership Number:

Designation:

Date:

ANNEXURE I - UNDERTAKING FOR APPOINTMENT OF THIRD PARTY ENTITY OR AN ASSOCIATE COMPANY

(To be submitted on the letterhead of the Bidding Entity/Lead Member)

Note: Bidder to refer to provisions under Clause 4.2 A of this RFP

To,
[Insert Designation]
Directorate of Municipal Administration,
Housing and Urban Development Department,
Government of Odisha
[1st Floor, State Secretariat,
Annex - B,
Bhubaneswar - 751001, Odisha]

Dated:

Dear Sir,

Sub: Implementation of the Odisha Greenfield Street Lighting PPP Project

[Insert as applicable] We undertake to appoint the Third Party Entity/Associate Company, whose technical experience we have relied on to demonstrate our Technical Capacity in accordance with Clause 4.2 (A) (a) of the RFP, as the supply contractor to supply LED Luminaires for the Project, if we are declared as the Selected Bidder for the Odisha Greenfield Street Lighting PPP Project.

[Insert as applicable] We undertake to appoint the Third Party Entity/Associate Company, whose technical experience we have relied on to demonstrate our Technical Capacity in accordance with Clause 4.2 (A) (b) of the RFP, as the EPC contractor for the Project, if we are declared as the Selected Bidder for the Odisha Greenfield Street Lighting PPP Project

For and on behalf of M/s..... (Insert Name of Bidding entity/Lead Member)

[Signature and stamp of the authorized signatory]

Name:

Date:

Place:

ANNEXURE J - AUTHORISATION AND UNDERTAKING FROM THIRD PARTY ENTITY/ASSOCIATE COMPANY

(To be submitted on the letterhead of the Third Party Entity/Associate Company)

Note: Bidder to refer to provisions under Clause 4.2 A of this RFP

To,
[Insert Designation]
Directorate of Municipal Administration,
Housing and Urban Development Department,
Government of Odisha
[1st Floor, State Secretariat,
Annex - B,
Bhubaneswar - 751001, Odisha]

Dated:

Dear Sir,

Sub: Implementation of the Odisha Greenfield Street Lighting PPP Project

We refer to the RFP dated [●] issued by you for the Odisha Greenfield Street Lighting PPP Project.

We confirm that M/s **[Insert name of the Bidding entity/Consortium Member]** has been authorized by us to use our technical experience, set out in the Technical Proposal submitted by M/s **[Insert name of Bidding entity/Lead Member]**, in order to meet the Qualification Criteria set out in Clause 4.2 A (a)/(b) of the RFP.

We also confirm that we have not authorised any entity other than M/s **[Insert name of Bidding entity/Consortium Member]** to use or rely on our or any of our group companies' technical experience for the purposes of meeting the Qualification Criteria set out in Clause 4.2 A (a)/(b) of the RFP.

For and on behalf of M/s..... (Insert Name of firm)

[Signature and stamp of the authorised signatory]

Name:

Date:

Place:

ANNEXURE K - JOINT BIDDING AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this [___] Day of [___] 2018

AMONGST

1. [___], with its registered/principal office at (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

2. [___], with its registered/principal office at (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

3. [___], with its registered/principal office at (referred to as the **Third Part** which expression will, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

- (A) The Directorate of Municipal Administration (referred to as the **Authority** which expression will, unless repugnant to the context or meaning thereof, include their respective administrators, successors and assigns) on behalf of 113 ULBs in the state have invited proposals (the **Bid**) by the Request for Proposal No. [___] dated [___] (the **RFP**) for selection of a private operator for supply, installation, operation and maintenance of the Greenfield Public Street Lighting System, in the 113 ULBs of Odisha state through public private partnership (the **Project**).
- (B) The Parties are interested in jointly bidding for the Project as Consortium Members and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the Consortium Members will enter into a Joint Bidding Agreement and furnish a copy of it with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.

2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it will incorporate a special purpose vehicle (**Project SPV**) under the Companies Act and execute a SHA and subsequently execute SIOM Agreement(s) with the Authority for the respective Cluster and for performing all its obligations in terms of the SHA and SIOM Agreements for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part will be the Lead Member of the Consortium and will have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bid Process and until the Appointed Date under the SIOM Agreement when all the obligations of the Project SPV will become effective; and

(b) Party of the Second Part will be [____].

5. Shareholding in the SPV

5.1 The Parties agree that the proportion of shareholding* among the Parties in the Project SPV will be as follows:

First Party:

Second Party:

Third Party:

** To be not less than 51% for Lead Member and at least 20% for Other Member.*

5.2 The Parties undertake that the First Party, acting as the Lead Member of the Consortium, will subscribe for and hold a minimum of 51% of the subscribed and paid-up equity share capital of the Project SPV at all times.

5.3 The Parties undertake that they will comply with all equity lock-in requirements set out in this agreement, SHA and in the SIOM Agreement.

6. Representations of the Parties

Each Party represents to the other Party as of the date of this Agreement that:

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement will be effective from the date hereof and will continue in full force for the entire duration of the Project in accordance with the SHA and the SIOM Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security and Supplementary Bid Security, if applicable, by the Authority, as the case may be.

8. Miscellaneous

- 8.1 This Agreement will be governed by the laws of India.

8.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by:	SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PARTY by:	SIGNED, SEALED AND DELIVERED For and on behalf of THIRD PARTY by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

1

2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure*

ANNEXURE L -FORMAT OF FINANCIAL PROPOSAL

(On the letter head of the Bidder/Lead Member)

Note: Bidder/Lead Member to submit separate Financial Proposal for each Cluster, if participating for more than one (1) Cluster.

From

[insert name of Bidder/Lead Member]
[insert address of Bidder/Lead Member]

Date: [insert date]

To

Director, Municipal Administration,
Directorate of Municipal Administration,
Housing and Urban Development Department,
Government of Odisha
1st Floor, State Secretariat,
Annex – B,
Bhubaneswar – 751001, Odisha

Dear Sir,

Sub: Financial Proposal for the Odisha Greenfield Street Lighting PPP Project

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RFP and Bid Documents for development of the Project, hereby submit our Financial Proposal. We hereby undertake and confirm that;

- a) We have submitted our Financial Proposal for Cluster strictly in accordance with the RFP and Bid Documents for development of the Project without any deviations or condition and our Financial Proposal is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Authority.
- b) Our quoted Equipment Rate and the O&M Fee are set out in the Input Sheet for Cluster, which is attached to this Financial Proposal.
- c) The Total Capital Expenditure, Annual O&M Payment, and the Bid Parameter shall be as per the numbers calculated in the Bid Parameter Sheet for Cluster attached to this Financial Proposal.
- d) We confirm that the values quoted by us in the Financial Proposal(s), which is separately provided in a hard copy and a digital copy, shall remain firm for the purpose of the SIOM Agreement subject to provisions thereunder.
- e) We hereby unconditionally and irrevocably agree and accept that the decision made by the

Authority in respect of any matter concerning or arising out of the RFP and the selection of Selected Bidder thereof shall be binding on us.

f) We hereby expressly waive any and all claims in respect of Bid process.

Dated the _____ day of _____ 2018

Thanking you,

Yours truly,

.....

(Name and signature of Authorized Signatory)

(Stamp of Bidder)

ANNEXURE M - LEGALLY BINDING DECLARATION OF UNDERTAKING

(On the letter head of the Bidder/Lead Member)

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines⁵.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of India.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....
(Place)

.....
(Date)

.....
(Name of company)

.....
(Signature(s))

⁵ Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries“ and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries for reference: <https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Consulting-E.pdf>