

Pre-Bid Clarifications to RFP on Transaction Advisory Services in Energy Efficient Street Lighting in Green Field Areas of 113 ULBs of Odisha

SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
1	2.27 Proprietary data (Page no. 14-15) All information collected, analyzed, processed or in whatever manner provided by the Consultants to OUIDF in relation to the Consultancy shall be the property of OUIDF.	We can usually pass ownership in certain agreed final deliverables to the client, but typically cannot accept a blanket obligation to pass ownership in everything used, created or delivered under the contract. Therefore, Client cannot take the ownership of its pre-existing IPRs.	All studies developed during the execution of Project will be the property of OUIDF. Client will not take the ownership of Consultant's Pre-Existing IPRs.
2	Annexure I: Terms Of Reference - Phase I(Page No. 24) Conduct a sample survey (for new road stretches for 113 ULBs spread across the Odisha state) to estimate the overall bill of material and specifications.	What would be the probable sample size for the field surveys?	The Consultant shall arrive at appropriate sample size by adopting a scientific approach, tools & methodology. The Consultant shall provide justification for the sample size adopted. The minimum sample size shall be 10% of the road length for each category of road.
3	Annexure I: Terms Of Reference - Phase II (Page No. 26) Validation and Approval of Equipment Installation Plan and issuance of Equipment Commissioning Certificate	Can we submit review reports/ status reports instead of issuing commissioning certificate as a proof for installation of the equipment?	As per the RFP. No Change.
4	5.7 AUDITING (Page 65) 5.7.1 For services or part services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved. The Consultant shall	As KfW is not the part of the contract, if this project is awarded. So, we request you to change the clause stating that audit/ inspection right of project related to documents limited to OUIDF only.	As per Standard Bidding Document prescribed by KfW. No change.

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	permit the Employer and KfW to audit these records at any time and make copies of them during the term of the Contract		
5	6.1 Liability (Page 65) 6.1.1. The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual obligations, particularly breaches of Article 3 [The Consultant]. The liability of the Consultant shall be limited to the respective insurance sum, insofar as this is higher than the Order Value. Otherwise the liability of the Consultant shall be limited to the Order Value. This shall not affect the liability for premeditation and gross negligence.	<p>The liability clause entails that in event of a claim under the above liability clause our liability extends to the value of insurance maintained by us or the total order value. Given the nature of the insurance we maintain in the eventuality of a liability claim our insurance amount being higher will automatically be enforced. For the purposes of this engagement it is necessary to maintain a separate insurance cover of the value of the order.</p> <p>So, we request you to cap the liability limit of up to the total order value of this project.</p> <p>Additionally please note there is unlimited liability for gross negligence and premeditation, as standard practice we do not agree to gross negligence as this not defined under Indian statute and the use of the word premeditation is very vague it needs to be made specific in terms of nature of premeditation for example premeditated murder.</p>	No Change, As per the Rfp
6	Clause 2.1.1 Sr. no.a- The Consortium with maximum two members is allowed. Clause 2.1.1: Sr. no. b: Bidder/ Consortium (Aggregate of	It is requested that the minimum average annual turnover of the Lead consultant should be at least Rs. 50 Cr during the last	As per RFP. No Change.

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	<p>Consortium Members) shall have average turnover of at least of Rs. 15 Cr. from consultancy business in last three years.</p>	<p>three (3) financial years and it should not be the aggregate turnover of Consortium Members.</p> <p>2. Instead of Consortium partner, appointment of Sub-consultant is allowed and sub consultant should not be treated as a consortium partner to meet the annual turnover criteria. Sub-consultants (firm or individuals) should be allowed for execution of required scope of work and not as the Consortium partner to meet the qualification criteria on Annual turnover. The sub consultants should be allowed for equipment handling / data collection as this supports in optimizing the cost.</p> <p>3. We understand sub consultant will not be treated as Consortium partner and would not require to provide ANNEXURE-XI: CONSORTIUM AGREEMENT - Please confirm.</p> <p>Suggestion: The terms of reference outlined in the RFP document require the consultant to provide technical services (baseline survey, investment grade energy audit, detailed technical specifications) along with transaction advisory services (advisory services on transaction model (shared savings/annuity based model etc., finalization of transaction framework, bid process management,</p>	

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		<p>signing of contracts and ESCO agreements etc.) along with project management support post implementation of project. Association with sub consultants d for equipment handling / data collection supports in optimizing the cost as well as execution over constrained timeline</p>	
7	<p>Clause 3.1.2: Conditions for Key Personnel: For Qualification & Experience of Team Leader who is also a Regulatory & Commercial Expert- it is mentioned as he should have Accredited Energy Auditor Certification from Bureau of Energy Efficiency(BEE) Clause 3.1.2: If Team Leader-Regulatory & Commercial Expert have Accredited Energy Auditor Certification from Bureau of Energy Efficiency(BEE) - it carries weightage of 3 marks</p>	<p>1.As this is green field street lighting project, the qualification requirement of Accredited Energy Auditor Certification from Bureau of Energy Efficiency (BEE) is not relevant as BEE Accredited Energy Auditors are for Industry sectors like Steel, Power, textile etc. Rather , team leader also acting as Regulatory and Commercial it would add value if team leader would have experience to work with Regulatory commissions advising on regulatory and tariff aspects for power supply to consumers including public street lights. 2. As accredited energy auditor qualification is not relevant to street light space it should not carry any marks in technical evaluation. More weightage should be given the experience to work with Regulatory commissions advising on regulatory and tariff aspects for power supply to consumers including public street lights. Suggestion: This is green filed street light project and not a retrofit Energy efficiency based street lighting initiative. Also</p>	<p>Accredited Energy Auditor from BEE is removed from Qualification of Team Leader. Refer Addendum.</p>

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		Accreditation for Energy auditors specific to Industry sectors and not relevant to street lights and dilutes the required skill for this kind of Transaction advisory services.	
8	Annexure I -Terms of Reference: Section B Sr. no. 2: Payment Schedule	It is requested to provision for at least 15% as mobilization advance at the time of issuance of LoI. This 15% may be adjusted against proposed payments of 30% provisioned at completion of Phase III (Final survey report for implementation and evaluation including performance standard and on commissioning at each ULB with equipment commissioning certificate) The consultant is expected to depute its team for meeting the respective ULBs and initiating the survey for preparation of baseline and BOQ. A mobilization advance forms part of all standard contracts in such engagements	As per RFP. No Change.
9	Clause 5.2.2: "Only in cases of agency contracts: the Consultant's invoices shall be addressed to the Employer "c/o KfW". KfW shall receive the original invoice. A copy of the invoice shall be sent to the Employer directly. The original final invoice is to be addressed to the Employer, and KfW will receive a copy."	1.What the clause is about. Does that mean Deliverables are approved by kFW. 2. Though GCC & SCC mention name "KfW", the draft contract template is not as per standard KfW template.	In Special Condition of Contract the Clause 5.2.2 deleted.
10	ANNEXURE-IX: LEGALLY BINDING DECLARATION OF UNDERTAKING: SIGNED OF	1. The RFP does not mention that the project is funded by KfW, however there is a declaration to be provided as	As per RFP. No Change.

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	<p>“LEGALLY BINDING SIGNED DECLARATION OF UNDERTAKING” - We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labor Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.”</p>	<p>per KfW requirement. If we are signing the contract with Indian entity and in India then why such undertaking is required</p>	
11	<p>Section 3.1.2, Page no. 16, Qualification & Experience of Team Leader B. Tech / B.E. (Electrical / Electronics / Electronics & Instrumentation) with Accredited Energy Auditor Certification from Bureau of Energy Efficiency (BEE) with minimum 10 years of experience and must have carried out at least 2 Eligible Projects. Must have knowledge of Energy Efficiency Standard / Regulatory framework of Bureau of Energy Efficiency</p>	<p>Observation The Team Leader would be overall in charge of the project and would be bringing in transaction advisory capabilities in addition to street lighting specific understanding. It would be very difficult to have BEE accreditation for such roles. Moreover, since BEE accreditation has already been sought for the Sr. Project Engineer, the same may not be kept for the team leader. Further, BEE accreditation adds value only for projects involving energy audit (not covered in the scope of this project) and energy savings performance contracting, which does not apply for green field LED street lighting projects. Suggestion May we please request you to modify the existing clause as per following: B. Tech / B.E. (Electrical / Electronics / Electronics & Instrumentation/ Electronics & Instrumentation) with minimum 10 years of experience and must have carried out at least 2 Eligible Projects. Must have</p>	Please see Sr. No. 7

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		knowledge of Energy Efficiency Standard / Regulatory framework of Bureau of Energy Efficiency.	
12	Section 3.1.3, Page no. 18-19, criterion for marking Team Leader, qualification ME/M Tech in Electrical Engineering / Power Electronics / Energy System / Energy from institute recognized by AICTE-1 Mark	<p>Observation MBA in power management can also be included in addition to the existing educational qualifications.</p> <p>Suggestion May we please request you to modify the existing clause as per following: MBA in Power Management, ME/M Tech in Electrical Engineering / Power Electronics / Energy System / Energy from institute recognized by AICTE-1 Mark</p>	Refer Addendum
13	Section 3.1.3, Page 18, 19, 20 - Breakup of scoring for key personnel and Criterion for Marking of qualified Persons to be deployed - Sr. project engineer and project engineer Cumulative marks for qualification - 3 Cumulative marks for experience - 4.5 Cumulative marks for no. of eligible projects - 3	<p>Observation The marks assigned for 'Sr. project engineer and project engineer' does not add up to maximum specified marks in page 18.</p> <p>Suggestion May we please request you to modify the existing clause as per following: Cumulative marks for no. of eligible projects - 5</p>	Rectified please refer Addendum
14	Section 3.1.3, Page 20 Eligible projects Eligible Project for Transaction or Bid Process Expert means Transaction Advisory Services for any Energy Efficiency Project.	<p>Observations This project qualifies more as municipal infrastructure than energy efficiency given that it is green field in nature. In this context, the municipal / utility infrastructure projects must be eligible for transaction & bid process expert.</p> <p>Suggestion May we please request you to modify the existing clause as per following: Eligible Project for</p>	Refer Addendum

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		Transaction or Bid Process Expert means Transaction Advisory Services for any municipal / utility infrastructure and energy efficiency project.	
15	ANNEXURE I: TERMS OF REFERENCE, SCOPE OF WORK Phase I: Technical Due Diligence, Page no. 24,25 Identify all the relevant data requirements and map the various sources (including various departments) where the data relevant to the project would be available and needs to be collected; 2. Conduct a sample survey (for new road stretches for 113 ULBs spread across the Odisha state) to estimate the overall bill of material and specifications	Observations What is the purpose of identifying data requirement and mapping the various sources of information? The sample surveys are to be conducted for new road stretches in 113 ULBs. Are these new road stretches already identified (with GPS coordinates or specific address) by respective ULBs? Suggestion May we please request you to add the following clause: OUIDF will assign nodal officers from each ULB and relevant departments for identifying the new road stretches, data facilitation and supporting sample surveys.	The Consultant shall identify the new stretches in Consultation with ULB Officials designated for the Project. The ULBs have been directed to collate information to facilitate speedy implementation.
16	ANNEXURE I: TERMS OF REFERENCE, Deliverables and Timelines, Page no. 27 Technical Due Diligence Report - 60 days Technical schedules for the draft bid Documents - 60 days	Observation The time line specified for technical due diligence may not be sufficient for coordinating with different ULBs, departments and conducting sample site surveys. Suggestion May we please request you to modify the existing clause as per following: Technical Due Diligence Report, Technical schedules for the draft bid Documents - 60 days (exclusive of the time taken to identify the new road stretches by ULB)	As per RFP. No Change.
17	ANNEXURE I: TERMS OF		The estimated road

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	REFERENCE; SCOPE OF WORK Phase I: Technical Due Diligence; Page no. 24 Conduct a sample survey (for new road stretches for 113 ULBs spread across the Odisha state) to estimate the overall bill of material and specifications taking into consideration the following:	Specify the approx. total length of road stretch to be covered under this project along with the sample size / spread of roads required to be surveyed in the technical due diligence phase	length for Greenfield Project is approximately 3500 Km. Please refer reply to query no.2 for clarification relating to sample survey
18	Section 2: INSTRUCTIONS TO BIDDERS; A. General; 2.1 Conditions of Eligibility of Bidders; 2.1.1 (b) & (c) Page no. 5 Bidder/Consortium (Aggregate of Consortium Members) shall have average turnover of at least of Rs. 15 Cr. from consultancy business in last three years (FY 2015, FY 2016, FY 2017) and each member of Consortium/Bidder must have positive Net worth as on 31.03.2017.	Suggestion Bidder / Lead Member of Consortium shall have average turnover of at least of Rs. 50 Cr. from consultancy business in last three years (FY 2015, FY 2016, FY 2017) and each member of Consortium/Bidder must have positive Net worth as on 31.03.2017.	As per the RFP. No change.
19	ANNEXURE I: TERMS OF REFERENCE; B.DELIVERABLES/SPECIFIC OUTPUTS EXPECTED FROM CONSULTANT 2. Payment Schedule Page no. 28 Approval of Technical Due Diligence Report with inputs for technical schedules to be a part of the Bid Documents - 15% <input type="checkbox"/> <input type="checkbox"/> Bid Process Management & Approval of Bid Evaluation Report - 15% <input type="checkbox"/> <input type="checkbox"/> Execution of contract between ULBs /HUDD and private Player - 15% <input type="checkbox"/> <input type="checkbox"/> Completion of validation of Survey report and approval of equipment installation plan for all 113 ULBS - 25%	Observation No mobilisation advance. Suggestion May we please request you to add the clause as per following: <input type="checkbox"/> Mobilisation advance (1 week after contract signing) - 10% <input type="checkbox"/> Approval of Technical Due Diligence Report with inputs for technical schedules to be a part of the Bid Documents - 15% <input type="checkbox"/> Bid Process Management & Approval of Bid Evaluation Report - 15% <input type="checkbox"/> Execution of contract between ULBs /HUDD and private Player - 15% <input type="checkbox"/> Completion of validation of Survey report and approval of equipment	As per the RFP. No change.

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	Final Survey Report of Implementation and evaluation including Performance Standard and on Commissioning at each ULB with Equipment Commissioning Certificate - 20%	installation plan for all 113 ULBS - 25% Final Survey Report of Implementation and evaluation including Performance Standard and on Commissioning at each ULB with Equipment Commissioning Certificate - 20%	
20	ANNEXURE XIV: BIPARTITE AGREEMENT FOR CONSULTANCY SERVICES; Clause 1.3.2 Page no. 54 In case of inconsistencies or ambiguities between parts of the Contract that cannot be resolved through the ranking set out in Clause 1.3.1, the Employer shall interpret the parts of the Contract in line with the intention of the parties based on the purpose and intention of the Contract as a whole, including all Annexes.	Suggestion In case of inconsistencies or ambiguities between parts of the Contract that cannot be resolved through the ranking set out in Clause 1.3.1, the Parties shall interpret the parts of the Contract in line with the intention of the parties based on the purpose and intention of the Contract as a whole, including all Annexes.	As per the RFP , no change
21	ANNEXURE XIV: BIPARTITE AGREEMENT FOR CONSULTANCY SERVICES; Clause 1.12.1 Page no. 56 This obligation of confidentiality upon the Consultant and its employees shall remain effective after termination of the Contract.	Observation We believe the confidentiality clause should be effective for a certain period post termination of the contract which should be specified in months/years. Say for e.g. 3 years after the termination of the contract and thereafter should be lifted off the consultants post completion of this period.	As per the RFP , no change
22	ANNEXURE XIV: BIPARTITE AGREEMENT FOR CONSULTANCY SERVICES; Clause 6.1.1 Page no. 65 The liability of the Consultant shall be limited to the respective insurance sum, insofar as this is higher than the Order Value. Otherwise	Suggestion We propose the stated part of the clause should be deleted.	As per the RFP , no change

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23	ANNEXURE XIV: BIPARTITE AGREEMENT FOR CONSULTANCY SERVICES; Clause 6.1.1 Page no. 65 The liability of the Consultant shall be limited to the Order Value.	Suggestion This sentence should be rephrased as "The aggregate liability of the Consultant under this Contract (including any indemnity obligations) shall be limited to the Order Value."	As per the RFP , no change
24	ANNEXURE XIV: BIPARTITE AGREEMENT FOR CONSULTANCY SERVICES; Clause 7.1.1 (b), (c) & (d) Page no. 65 & 66 b) Personal liability insurance; (c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer, if any, within the context of this Contract; and (d) Motor vehicle third party liability insurance and motor vehicle comprehensive insurance for the vehicles acquired in connection with this Contract.	Suggestion We propose the stated part of the clause should be deleted.	As per the RFP, no Change
25	SPECIAL CONDITIONS: Ad Article 7: Insurance Page no. 72 Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy. Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and	Suggestion We propose the stated part of the clause should be deleted	As per RFP, No Change

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	Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity		
26	<p>SPECIAL CONDITIONS: Ad Article 8: Disputes and Arbitration Procedure Ad 8.3: Arbitration Procedure Page no. 72 In case of failure of the two Arbitrators appointed by the parties to reach a consensus regarding the appointment of the third Arbitrator within a period of 30 days from the date of appointment of the two Arbitrators, the Presiding Arbitrator shall be appointed by the Commissioner-cum-Secretary of the H&UD Department, Govt. of Odisha.</p>	<p>Suggestion We propose the stated part of the clause should be deleted.</p>	As per RFP, no Change
27	<p>RFP Clause No.2.1.1 of ITB Bidder/Consortium (Aggregate of Consortium Members) shall have average turnover of at least of Rs. 15 Cr. from consultancy business in last three years (FY 2015, FY 2016, FY 2017) and each member of Consortium/Bidder must have positive Net worth as on 31.03.2017. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements signed by Chartered Accountant for the last three financial years along with their Technical Proposal.</p>	<p>Bidder/Consortium (Aggregate of Consortium Members) shall have average turnover of at least of Rs. 4 Cr. from consultancy business in last three years (FY 2015, FY 2016, FY 2017) and each member of Consortium/Bidder must have positive Net worth as on 31.03.2017</p>	As per RFP, No Change
28	Bidder/Lead Member of	Bidder/Lead Member of	As per the RFP, no

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	<p>Consortium must have experience as Transaction Advisor* for minimum one Energy Efficiency Street lighting project for Urban Local Bodies in India in last 10 years with minimum consultancy fee of Rs.10 Lakhs.</p> <p>Transaction Advisory Services means carrying out surveys, Technical & Financial Due Diligence of Project, Project Structuring, Bid Process Management and Selection of Bidder</p>	<p>Consortium must have experience of minimum one Energy Efficiency Street Lighting Project for Urban Local bodies in India in last 7 years with minimum value of at least Rs. 50 lakhs.</p> <p>Agencies must have experience of handling Bid Process in Govt Agencies/PSU Works</p>	<p>Change</p>
29	<p>Clause No.2.18.1</p> <p>The Bidder shall furnish as part of its Proposal, a bid security of Rs. 3,00,000/- (Rupees Three Lakh only) in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the "The Secretary, OUIDF" payable at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from PDD except in case of the two highest ranked Bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180 (one hundred and eighty) days from the PDD.</p>	<p>We request the OUIDF to kindly modify the Clause and allow Bank Guarantee for Bid Security.</p> <p>Our submission here is that furnishing Bank Guarantee is an acceptable practice in Govt. consulting services tenders. It will also help in the proposals being cost competitive as the interest burden of money blocked in the Demand Draft is saved.</p>	<p>Bid Security in the form of Bank Guarantee with Validity up to 6 month from the proposal due date can be accepted.</p>
30	<p>Clause 3.1.2</p> <p>Power Point Presentation shall be made only by the Team Leader/Sr. Project Engineer</p>	<p>We request OUIDF to indicate the date for Power Point Presentation in the pre-bid queries response.</p> <p>Alternatively we request OUIDF to at-least give 10 working days of advance notice for date of presentation.</p> <p>Our submission here is that proposed Team Leader and</p>	<p>At least 5 days will be given for Power Point Presentation</p>

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		<p>Senior Project Engineer are senior staff of the organization and may be traveling out of home location for other works. Hence advance notice of date for presentation will help us manage the travel logistics and availability better.</p>	
31	<p>Clause 3.1.2 Conditions of Key Personnel Transaction and Bid Process Expert: Qualification and Experience - BE/BTech Electrical/ Electronics/ Electronics & Instrumentation/ Mechanical) with MBA in Finance Discipline with Minimum 10 years of experience to advice on bid process management for municipal corporations/ULBs of any Infrastructure Project implemented through EPC/PPP option. Must have carried out minimum one Eligible Project</p>	<p>We request OUIDF to modify the Qualification & Experience criteria to as suggested below: <i>Graduate in any discipline with MBA in Finance discipline with minimum of 10 years of experience to advice on bid process management for municipal corporations / ULBs on any urban infrastructure project implemented through EPC / PPP option. Must have carried out minimum of one Eligible Project</i> <i>Eligible Project – Transaction Advisory services for any Urban Infrastructure project</i> Our submission here is that since there are already two senior personnel in the team with technical expertise, we don't need to have similar technical (BE / B.Tech) background for this position. Moreover Transaction and Bid Process Expert requires skills of project structuring, undertaking financial viability, packaging the projects etc where in the financial skills are more relevant. Hence this request. Further Eligible Project definition shall be expanded to include all sorts of Urban Infrastructure projects as Transaction and Bid Process management tasks are usually sector agnostic and</p>	Refer Addendum

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		require more generic expertise											
32	Clause 3.1.2 Conditions of Key Personnel	<p>We request OUIDF to include a position of Legal Expert (with law degree and experience of working in PPP projects) in the team. The position of Legal Expert is essential for drafting and legal vetting Concession Agreements / EPC contracts, Service Level Agreements etc.</p> <p>Alternatively if Legal Expert can't be included in the team we request OUIDF to clarify whether legal support / inputs and vetting services be provided through different agency for the project.</p>	Consultant can deploy additional experts as per requirement intermittently.										
33	Payment Schedule	<p>We request to modify payment schedule as follows</p> <table border="1"> <thead> <tr> <th>Milestone</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>Submission of Inception Report (within 7 days of signing of Agreement)</td> <td>15%</td> </tr> <tr> <td>Approval of Technical Due Diligence Report with inputs for technical schedules to be a part of the Bid Documents</td> <td>15%</td> </tr> <tr> <td>Bid Process Management & Approval of Bid Evaluation Report</td> <td>15%</td> </tr> <tr> <td>Execution of Contract Between ULBs</td> <td>15%</td> </tr> </tbody> </table>	Milestone	Payment	Submission of Inception Report (within 7 days of signing of Agreement)	15%	Approval of Technical Due Diligence Report with inputs for technical schedules to be a part of the Bid Documents	15%	Bid Process Management & Approval of Bid Evaluation Report	15%	Execution of Contract Between ULBs	15%	As per RFP, No Change
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		and Private Player		
		Completion of validation of Survey report and approval of equipment installation plan for all 113 ULBs	20%	
		Final survey report of Implementation and evaluation including performance standard and on commissioning at each ULB with equipment commissioning certificate	20%	
34	Deliverables & Timelines	<p>We request OUIDF to modify the deliverables and Time Lines as below: Phase 1: Due Diligence and Preparation of Transaction Structure - 120 days Phase 2: Tender Process and Transaction Implementation - Within 240 days (cumulative) Phase 3: Implementation Assistance - Supervision, Installation & Commissioning of Street Lighting project and approval of Plan - Within 480 days (cumulative)</p> <p>Our submission here is that this is a large PPP assignment (project sites spread over 113 ULBs) and gathering relevant site data from each ULB itself will be time consuming task.</p>		As per RFP, no change

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		Moreover evolving a project structure and packaging will also needs more time than presently indicated. This is true for implementation phase works as well. Hence overall we feel that the time-lines given are too stringent and may not be practical to adhere	
35	Payment Schedule The payments are subject to the acceptance of the reports and the documents by Concerned Authority for every stage/milestone of the project	We request OUIDF to clarify who are the 'Concerned Authority' from whom acceptance is required for every stage / milestone. Given the very tight time lines of the project, we suggest that OUIDF be the single point of contact for all approvals / acceptance for every stage / milestone of the project, as getting approvals from multiple entities (esp. 113 ULBs) will be very challenging and may cause significant delay	Municipal Commissioner/ Executive Officer of ULB
36	Completion of Service The Consultancy shall stand completed on satisfactory acceptance by the ULB of all the Deliverables of the Consultant. ULB shall issue a certificate to that effect	We request OUIDF to modify this clause and OUIDF be the single point of contact for issuance of certificate of completion etc. Getting certificates or approvals from 113 ULBs will be a very challenging and complex task. Hence this request	As per RFP , No Change
37	General	We request the OUIDF to extend the proposal due date such that applicants get at-least give 3 weeks of time from the date of issue of response to pre-bid queries to submit their proposals	Please refer Corrigendum
38	2. Instruction to Bidders 2.1 Conditions of Eligibility of Bidders Point b) Page no. 5 Bidder/Consortium (Aggregate	It is requested to consider Average Turnover of Rs. 10 Cr. from Consultancy business	As per RFP, no Change

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SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
	of Consortium Members) shall have average turnover of at least of Rs. 15 Cr. from consultancy business in last three years (FY 2015, FY 2016, FY 2017) and each member of Consortium/Bidder must have positive Net worth as on 31.03.2017		
39	2. Instruction to Bidders 2.1 Conditions of Eligibility of Bidders Point c) Page no. 5 Bidder/Lead Member of Consortium must have experience as Transaction Advisor* for minimum one Energy Efficiency Street lighting project for Urban Local Bodies in India in last 10 years with minimum consultancy fee of Rs.10 Lakhs.	As the Transaction advisory service are particularly for Street Lighting are not much made in Last 10 years, we request you to kindly reconsider the mentioned eligibility criteria as "Experience as Transaction Advisory for Energy Audit /Energy Efficiency in Municipal Sector.	As per RFP,no Change
40	3.1 Evaluation of Technical Proposal 3.1.2 - Technical Experience Page no. 16 Experience of Transaction Advisory in Green Field Energy Efficient Street Lighting Project of any ULB	It is requested to consider the experience as "Experience of Transaction Advisory in Energy Audit /Energy Efficiency in Municipal Sector Project of any ULB"	As per RFP,no Change
41	3.1 Evaluation of Technical Proposal 3.1.2 - Key Personnel Page no. 17 For Position - 1) Team Leader 2) Sr. Project Engineer, 3) Project Engineer Qualification: B.E/B.Tech Electrical/ Electronics/ Electronics & Instrumentation	It is requested to consider qualification for mentioned positions as B.E/B.Tech Electrical/ Electronics/ Electronics & Instrumentation / Mechanical	As per RFP, No Change
42	2.1.1© Transaction Advisor for minimum one Energy Efficiency Street lighting project for Urban Local Bodies in India	Please relax this specific project experience required by the applicant. As the advisors who have worked in other sectors providing similar services and having competent team should also be allowed to participate so that there is larger	As per RFP , No Change

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SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
		participation which will lead to optimum price discovery.	
43	Clause 2, Sub-Clause 2.1.1, Point © Bidder/Lead Member of Consortium must have experience as Transaction Advisor* for minimum one Energy Efficiency Street lighting project for Urban Local Bodies in India in last 10 years with minimum consultancy fee of Rs.10 Lakhs.	Bidder/Lead Member of Consortium must have experience as Transaction Advisor * for minimum one Energy Efficiency/private participation in power distribution sector in India in last 10 years with minimum consultancy fee of Rs.10 Lakhs	As per RFP , No Change
44	Clause 3, Sub Clause 3.1.3 Eligible Project for Team Leader/Sr.Project Engineer/Project Engineer means Transaction Advisory/IGEA study/M&V work/PMC work of Energy Efficiency Street Lighting Project (Street lighting/Industrial Lighting/Building Lighting/Township Lighting etc. will also be considered) on EPC/PPP basis.	Consider Transaction Advisory for PPP in Power Distribution Sector as eligible assignments.	As per RFP , No Change
45	Clause 3, Sub Clause 3.1.3 Eligible Project for Transaction or Bid Process Expert means Transaction Advisory Services for any Energy Efficiency Project	Consider Transaction Advisory for PPP in Power Distribution Sector as eligible assignments.	As per RFP, no Change
46	Clause 3, Sub-Clause 3.1.2 Criteria: Experience of Transaction Advisory in Green Field Energy Efficient Street Lighting Projects of any ULB.	Consider Transaction Advisory for PPP in Power Distribution Sector as eligible assignment	As per RFP, No Change
47	Clause 3, Sub-Clause 3.1.2 Experience of Transaction Advisory in Green Field Energy Efficient Street Lighting Project of any ULB Marks-10	Kindly provide the number of assignments to be provided to get full 10 marks	One Experience of Transaction Advisory In Green Field Energy Efficient Street Lighting Project carries 10 marks.
48	Page 5 2.1.1 b Bidder/Consortium (Aggregate of Consortium Members) shall have average turnover of at least of Rs.	Bidder/ Consortium (Aggregate of Consortium Members) shall have average turnover of at least of Rs. 10 Cr. from consultancy	As per RFP, no Change

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SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
	<p>15 Cr. from consultancy business in last three years (FY2015, FY 2016, FY 2017) and each member of Consortium/Bidder must have positive Net worth as on 31.03.2017. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements signed by Chartered Accountant for the last three financial years along with their Technical Proposal</p>	<p>business in last three years (FY 2015, FY 2016, FY 2017) each member of Consortium/Bidder must have positive Net worth as on 31.03.2017. The Bidder/Lead Member must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements signed by Chartered Accountant for the last three financial years along with their Technical Proposal.</p>	
49	<p>Page 5,2.1.1 c) Bidder/Lead Member of Consortium must have experience as Transaction Advisor* for minimum one Energy Efficiency Street lighting project for Urban Local Bodies in India in last 10 years with minimum consultancy fee of Rs.10 Lakhs. The proof of such engagements and its completion certificate should be provided along with Employer work order / contract with scope of work and project value in Technical Proposal. Proposal of bidders who do not fulfill the criteria laid down of 2.1(a), (b) & (c) shall stand rejected forthwith and no further evaluation would be undertaken since these are minimum qualifying criteria. Technical Bids of the qualified Bidder as per Clause no. 2.1.1(a), (b) & (c) shall be evaluated for CVs of Key Personnel, Approach & Methodology and Experience in Green Field Energy Efficient Street Lighting Project, the details of which are given in Clause no.3.1.2 & 3.1.3.</p>	<p>Bidder/Lead Member of Consortium must have executed or carrying out similar project in the Greenfield Street Lighting segment as Sole Consultant or as the Lead Member of the Consortium providing the consultancy services. The bidder shall demonstrate that under the Greenfield energy efficiency lighting segment, the bidder have done/undertaking site surveys, Technical & Financial Due Diligence of Project, Project Structuring, Bid Process Management and Selection of Bidder. The bidder/Lead Member shall have executed and/or undertaking at least one energy efficient street lighting Project and one greenfield energy efficient street lighting Project during the last 5 years prior to Bid Due Date. The consolidated consultancy fee for the minimum eligible assignments shall be at least Rs. 10 lakhs.</p>	As per RFP, no change

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SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
	<i>*Transaction Advisory Services means carrying out surveys, Technical & Financial Due Diligence of Project, Project Structuring, Bid Process Management and Selection of Bidder.</i>	The proof of such engagements in term of Completion certificate/ Employer work order /Employer Certificate (in case of ongoing works) with scope of work and estimated project value needs to be provided. Proposal of bidders who do not fulfill the criteria laid down of 2.1(a), (b) & (c) shall stand rejected forthwith and no further evaluation would be undertaken since these are minimum qualifying criteria. Technical Bids of the qualified Bidder as per Clause no. 2.1.1(a), (b) & (c) shall be evaluated for CVs of Key Personnel, Approach & Methodology and Experience in Green Field Energy Efficient Street Lighting Project, the details of which are given in Clause no.3.1.2 & 3.1.3.	
50	Page 7,2.9.2 In order to afford the Bidders a reasonable time for taking into account the amendments/ addendum, or for any other reason, OUIDF may, in its sole discretion, extend the PDD.	Please provide at least 21 days from the date of issuance of Corrigendum /Addendum by OUIDF with a window of seven days for reviewing and seeking clarification on the corrigendum / addendum	Refer Corrigendum
51	Page 11,2.18.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 3,00,000/- (Rupees Three Lakh only) in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the "The Secretary,OUIDF" payable at Bhubaneswar (the "Bid Security"),	Kindly allow for submission of EMD in the form of Bank Guarantee also valid for clear 180 days from the Project Due Date or any other extended date.	Bidder can submit EMD in the form of Bank Guarantee valid for 180 days from Proposal Due Date favouring "The Secretary, OUIDF" payable at Bhubaneswar as provided in the Annexure-I of the

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SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
	returnable not later than 180 days from PDD except in case of the two highest ranked Bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180 (one hundred and eighty) days from the PDD.		Addendum.
52	Page 18,3.1.3 Team Leader – Regulatory and Commercial Expert Qualification for maximum marks ME/M Tech in Electrical Engineering /Power Electronics/Energy System/Energy from institute recognized by AICTE	Team Leader – Regulatory and Commercial Expert Qualification for maximum marks ME/M Tech in Electrical Engineering /Power Electronics/Energy System/Energy / MBA from institute recognized by AICTE	Refer Addendum
53	Page 24 Annexure- 1 – Scope of Services Conduct a sample survey (for new road stretches for 113 ULBs spread across the Odisha state) to estimate the overall bill of material and specifications taking into consideration the following	Kindly specify the roads, stretch of the road and the minimum sample size to be surveyed. This will ensure that all the bidders can do their assessment based on the minimum sample size. Further, during the assignment execution, ULBs should not deviate from the information they have provided during the bidding stage	Kindly refer Sl no. 2 & 15
54	Page 25 Scope of Services S. No. 3 Classify the new road stretches / streets as per the relevant standards for classification of roads/ guidelines and guidance applicable to the project (like National Lighting Code 2010, Codes of Practice regarding classification of road Guidance for lighting of public streets, roads, and highways, standards regarding supply	Please clarify whether the new road stretches have been identified or it will be the responsibility of the Consultant to identify the roads where the Street lights are to be installed	The Consultant shall identify the new stretches in Consultation with ULB Officials designated for the Project. The ULBs have been directed to collate information to facilitate speedy implementation.

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SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
	arrangements and ensure equipment specifications to be installed are in conformity with these standards.		
55	Page 27 Deliverables and Timelines Phase-1	60 days shall be counted from the time the information on the roads and road stretches are handed over to the Consultant. Otherwise, in the absence of this information, if the Consultant has to identify the roads and calculate the road stretches then, this will be time consuming task and the Consultant shall not be able to finish off this task within 60 days.	As per the RFP, No Change.
56	Page 28 Payment Schedule	Provision needs to be made for at least 10% Mobilization advance to be given to the Consultant for mobilizing the team. The Mobilization Advance can be given against a BG of equal value. The BG can be returned back to the Consultant at the end of each future payment milestone on equal proportional basis	As per RFP , no change
57	Clause 2.1.1 c) Page-5 Bidder/Lead Member of Consortium must have experience as Transaction Advisor* for minimum one Energy Efficiency Street lighting project for Urban Local Bodies in India in last 10 years with minimum consultancy fee of Rs.10 Lakhs.	"To allow wider participation of firms with experience of having carried out EESL implementation projects also, it is suggested to revise the clause as below: ""Bidder/Lead Member of Consortium must have experience as Transaction Advisor* for minimum one Energy Efficiency Street lighting project for Urban Local Bodies in India in last 10 years with minimum consultancy fee of Rs.10 Lakhs or have implemented	As per RFP, No Change

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SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
		<p>(ongoing / completed) minimum one Energy Efficient Street lighting assignment with minimum project value of Rs 10 Crores.</p> <p>Or</p> <p>""Bidder/Lead Member of Consortium must be a power distribution utility with experience of installation and maintenance of streetlights in its own area""</p> <p>The proof of such engagements should be provided along with Employer work order / contract / self certificate for power distribution utilities maintaining street light in their licensee area, indicating the scope of work and project value.""</p>	
58	<p>Clause 2.1.1 c) Page-5</p> <p>*Transaction Advisory Services means carrying out surveys, Technical & Financial Due Diligence of Project, Project Structuring, Bid Process Management and Selection of Bidder</p>	<p>In several instances, client provides data and thus initial survey is not part of the scope of work. It is thus suggested to consider work experience with similar scope excluding initial survey. The clause may be modified as below:</p> <p><i>*Transaction Advisory Services means carrying out surveys/ technical & financial due diligence of project/ Project Structuring, Bid Process Management and Selection of Bidder</i></p>	As per the RFP, No Change
59	<p>ANNEXURE I: TERMS OF REFERENCE</p> <p>Conduct a sample survey (for new road stretches for 113 ULBs spread across the Odisha state) to estimate the overall bill of</p>	<p>Kindly confirm that the base data for the sample survey shall be provided by OUIDF. Please also clarify if the surveyors need to bring GIS coordinates for each</p>	Please refer reply Query no 2

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SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
	material and specifications	luminary/fixture covered in the survey.	
60	<p>Clause 3.1.2. Table Page 16</p> <p>1) Key Personnel: 60 marks</p> <p>2) Experience of Transaction Advisory in Green Filed Energy Efficiency Street Lighting Project of any ULB: 10 marks</p> <p>3) Approach & Methodology: 30 marks</p>	<p>Since, experience of a firm in carrying out similar projects is more relevant to this assignment, it is suggested to give more weightage to the "Experience of projects carried out by the consultancy firm" and also revise the marks for Approach & Methodology section.</p> <p>The revised scoring parameters may be as follows:</p> <p>1) Key Personnel: 40 marks (Similarly for clause 3.1.3 on pg. 18: breakup of scoring would be modified)</p> <p>2) Experience of Transaction Advisory in Green Filed Energy Efficiency Street Lighting Project of any ULB: 40 marks</p> <p>3) Approach & Methodology: 20 marks</p>	As per the RFP, No Change
61	<p>Annexure X</p> <p>The approach & methodology to be covered under following heads:</p> <p>a. Understanding of the scope of work</p> <p>b. Proposed methodology of Consultant for undertaking the assignment</p> <p>i. Deployment of staff and logistics</p> <p>ii. Technical approach</p> <p>iii. Methodological framework for Joint survey analysis, Validation of Equipment Installation Plan, Asset marking Equipment Installation & Commissioning,</p> <p>iv. Work Plan</p>	<p>The current scoring for the Approach & Methodology is highly subjective. So, it is proposed to adopt the following format with item-wise scoring:</p> <p>a. Understanding of the scope of work: 2 marks</p> <p>b. Proposed methodology of Consultant for undertaking the assignment: 18 marks :-</p> <p>i. Deployment of staff and logistics: 2 marks</p> <p>ii. Technical approach: 5 marks</p> <p>iii. Methodological framework for Joint survey analysis, Validation of Equipment Installation Plan,</p>	As per the RFP, No Change

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SL No	Clause Reference, Page No, Description	Bidders Query	Clarifications
	v. Manning Schedule	Asset marking Equipment Installation & Commissioning: 5 marks iv. Work Plan: 3 marks v. Manning Schedule: 3 marks	
62	Clause 3.1.2 Page 18 It may be noted that all the key personnel mentioned above proposed for the Project shall be available for the entire duration of the Project. Replacement of the Key personnel during the period of the assignment shall be with same or higher qualification with due approval of the Authority.	Clarity required whether the deployment of manpower would be Full Time, or on Need basis?	Key personnel mentioned above proposed for the Project shall be available for the entire duration of the Project as mentioned in Clause 3.1.2 of the RFP
63	New Clause for Extension of Project duration beyond contract period is not included in RfP	The following clause may be added: "Delay in project due to reasons not attributed to the consultant, the payment beyond the period of contract would be based on mutually agreed terms between the client & the consultant"	As per the RFP, No Change
64	Annexure 1, B. 2 ,Page 28 Payment Schedule	This being a resource based assignment, it is suggested to have 50% of contract value as monthly fixed (1/24 of total contract value) component & remaining 50% on the basis of milestone specified on Pg 28, Payment Schedule.	As per the RFP, No Change