

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



Sr No	Clause Reference	Clause Description	Clause Revised Description
1.	RFP Clause 4.1 (d)	<p>(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.</p> <p>For abundant clarity, the table below sets out the shareholding requirement:</p> <p>(A) Lead Member's minimum shareholding – 51%</p> <p>(B) Other Consortium Members' minimum shareholding – 20%</p> <p>(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.</p> <p>(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.</p>	<p>(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.</p> <p>For abundant clarity, the table below sets out the shareholding requirement:</p> <p>(A) Lead Member's minimum shareholding – 51%</p> <p>(B) Other Consortium Members' minimum shareholding – 20%</p> <p>(i) Subject to Clause 2.2 of this RFP, in the event the Consortium envisages to have separate Lead Members for the two (2) Clusters, the Consortium shall be required to submit two (2) separate Annexure E and Annexure K as a part of its bid as per the provisions of this RFP. In such an event if the Consortium gets selected for two (2) Clusters, it shall have to abide by the structure submitted in Annexures D and Annexures K. Provided that in such an event, all the Consortium Members shall remain the same in both the Clusters.</p> <p>(ii) 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</p>

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2.	RFP ANNEXURE D-DETAILS OF BIDDER	<p>(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.</p> <p>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.</p>	<p>(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.</p> <p>(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.</p> <p>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.</p>
2.	RFP ANNEXURE D-DETAILS OF BIDDER	<p>5. In case of a Consortium:</p> <p>(a) The information above should be provided for all the Consortium Members.</p>	<p>5. In case of a Consortium:</p> <p>(a) The information above should be provided for all the Consortium Members.</p>

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<p>Clause 5</p>	<p>(b) Information regarding the role of each Consortium Member should be provided as per table below:</p> <table border="1" data-bbox="1093 465 1284 1209"> <thead> <tr> <th>S No.</th> <th>Name of Member</th> <th>Role</th> <th>Member Code</th> <th>Proposed holding in the total capital of the SPV¹</th> <th>percentage</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S No.	Name of Member	Role	Member Code	Proposed holding in the total capital of the SPV ¹	percentage	1.						2.						<p>(b) Information regarding the role of each Consortium Member should be provided as per table below in accordance with the provision of Clause 4.1</p> <p>Role of each Consortium Member in the event the Consortium may be selected for one Cluster</p> <table border="1" data-bbox="957 1243 1149 1982"> <thead> <tr> <th>S No.</th> <th>Name of Member</th> <th>Role</th> <th>Member Code</th> <th>Proposed holding in the total capital of the SPV²</th> <th>percentage</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Role of each Consortium Member in the event the Consortium may be selected for second Cluster* * applicable only if the Consortium envisages to have separate Lead Member for the second Cluster</p> <p>Luminaire body</p> <ul style="list-style-type: none"> Single housing construction made of corrosion free high pressure aluminum die cast conforming to IP 66, with the manufacturers name embossed in the housing and should be visible from outside. Protection safety as per IEC 60598/ IS 10322. 	S No.	Name of Member	Role	Member Code	Proposed holding in the total capital of the SPV ²	percentage	1.						2.					
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<p>3. SIOM Agreement Schedule – 3 Sl no. 3 a.</p>	<p>Luminaire body</p> <ul style="list-style-type: none"> Single housing construction made of corrosion free high pressure aluminum die cast conforming to IP 66. Protection safety as per IEC 60598/ IS 10322. 	<p>Luminaire body</p> <ul style="list-style-type: none"> Single housing construction made of corrosion free high pressure aluminum die cast conforming to IP 66, with the manufacturers name embossed in the housing and should be visible from outside. Protection safety as per IEC 60598/ IS 10322. 																																				

¹ 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%.

² 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%.

³ 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%.