

Government of Odisha
Housing & Urban Development Department

No. 37273 /HUD, Bhubaneswar dtd. 30/12/13
HUD-13/REFM/65/SCH/17/0062/2013

CORRIGENDUM NOTICE

With reference to the Request for Proposal published vide No. HUD-13/ REFM/65/SCH/17/0062/2013/31295/HUD/dt. **26th October, 2013** relating to **Selection of Partner for setting up a Project Development Agency (PDA) to manage Odisha Urban Infrastructure Development Fund (OUIDF)**, the following changes/ modifications are communicated.

S.No.	RFP REFERENCE NO.	RFP PROVISION	Revised Clause/ Read as
1	Volume 1, clause 1.4	The proposal due date and opening of Part I is scheduled on the 25th of November, 2013.	The proposal due date is 25 th January, 2014 (3.30 PM) and opening of Part I is scheduled on the 25th of January, 2014(4.00 PM). Venue: Conference Hall, H&UD Department, Secretariat, Bhubaneswar
2	Volume 1: 1.3.2; 3.5.1	Clause 1.3.2 mentions that both Demand Drafts be in favour of "Odisha Urban Infrastructure Development Fund" payable at Bhubaneswar. Clause 3.5.1 mentions that the bid security be in favour of "Secretary & Trustee, OUIDF" payable at Bhubaneswar.	Demand Drafts are to be prepared in favour of "Odisha Urban Infrastructure Development Fund" payable at Bhubaneswar.
3	Volume 1: 3.7.3 and Form 2A	Experience in fund raising and Project Appraisal.	Experience in Infrastructure Fund Management, fund raising, lending and Project Appraisal. Refer revised format of Form 2 A enclosed in Annexure I.
4	Volume 1: Form 1H	Form 1 H - Details and Proof of Technical Capacity* * All Experience quoted to demonstrate Technical Capacity should be backed by relevant testimonials / proof such as award letters, completion letters etc.	* All Experience quoted to demonstrate Technical Capacity should be backed by relevant testimonials / proof such as award letters, completion letters, any other letter from client stating the completion of project, documentary evidence from the client's website claiming completion of projects, etc. However, Client reserves the right to ask for additional information and references for confirmation and the right to reject / accept the Project based on the strength of testimonials enclosed.
5	Volume 1, Section 3.5.5, Page no. 13	The entire bid security would be forfeited 'if the proposal is withdrawn during the course of bid process after the proposal due date'.	The entire bid security would be forfeited 'if the proposal is withdrawn during the Proposal Validity Period'.
6	Volume 1, Section 5.8.1 Page no.	The Preferred Bidder shall confirm his acceptance of the Lol issued by HUDD within 15 days as evidenced by signing and sending a copy of the Lol issued and	The Preferred Bidder shall confirm his acceptance of the Lol issued by HUDD within 15 days as evidenced by signing and sending a copy of the Lol issued. The

S.No.	RFP REFERENCE NO.	RFP PROVISION	Revised Clause/ Read as
	28	submission of Performance Security for the project of Rupees Fifteen Lakh (Rs. 15,00,000/-) in the form of a Bank Guarantee in favor of the Orissa Urban Infrastructure Development Fund (OUIDF) from a Scheduled Commercial Bank in India enforceable at Bhubaneswar.	bidder will have to submit a Performance Security for the project of Rupees Fifteen Lakh (Rs. 15,00,000/-) in the form of a Bank Guarantee in favour of "Odisha Urban Infrastructure Development Fund" from a Scheduled Commercial Bank in India enforceable at Bhubaneswar while signing the contract/ agreement.
7	Volume 1, Section 5.8.2 Page no. 28	In case, the Preferred Bidder intends to set up the PDA as a Special Purpose Vehicle (SPV), it shall complete the formalities for the same within 30 days of issue of Letter of Intent including Board Resolutions for appointment of Managing Director.	Deleted from 5.8.2
8	Volume 1, Section 5.9.2 Page no. 28	The Board of PDA shall pass a Board Resolution for entering into a Management Agreement with OUIDF for undertaking the Project within 7 days of issue of LoA.	The Board of PDA shall pass a Board Resolution for for appointment of Managing Director and entering into a Management Agreement with OUIDF for undertaking the Project within 15 days of issue of LoA.
9	Volume 1, Section 6 – Form 1C Page no. 32	The Power of Attorney for 'submission of proposal for setting up and taking 100% equity stake in the Project Development Agency' is provided.	Has been revised to reflect the change. Refer revised Power of Attorney (PoA) in Annexure II. It should be read as 'submission of our Proposals[s] for setting up the Project Development Agency'
10	Volume 1, Section 6 – Form 1D – Section 2 (Joint Bidding Document) Page no. 34	Joint Bidding Document Pt. 1, 2, 3,4,5,6,7,8	Revised, joint Bidding Document is enclosed as annexure III. Pt. No. 2, 3, 4 and 7 deleted.
11	Volume 2, Clause no. 2.1.1	This agreement shall survive for a term of five years from the Effective Date.	This agreement shall survive for a term of Eight years from the Effective Date.
12	Volume 2, Clause 2.3.1	If the PDAs Conditions Precedent has not been fulfilled by the Long Stop Date, other than for reason of Force Majeure or the OUIDF's waiver of the PDAs obligations, the Government shall have the right to encash the Performance Security at a rate of 1 % (one per cent) per week or part thereof for the period of delay.	If the PDAs Conditions Precedent has not been fulfilled by the Long Stop Date, other than for reason of Force Majeure or the OUIDF's waiver of the PDA's obligations, the Government shall have the right to encash the Performance Security at a rate of 0.2 % (Zero point 2 per cent) per week or part thereof for the period of delay.
13	Volume 2, Clause 2.3.2	If the PDAs Conditions Precedent have not been fulfilled by the Long Stop Date, other than for reason of Force Majeure or Waiver of the PDA's obligation, OUIDF shall be entitled to immediately terminate this Agreement and forfeit the entire Performance Security.	If the PDAs Conditions Precedent have not been fulfilled by the Long Stop Date, other than for reason of Force Majeure or Waiver of the PDAs obligation, OUIDF shall be entitled to immediately terminate this Agreement and forfeit the 20% of the Performance Security.

S.No.	RFP REFERENCE NO.	RFP PROVISION	Revised Clause/ Read as
14	Volume 2, Schedule II on page 29 and clause 4.2	Schedule II Details of Services to be rendered by Private Service provider through PDA <ul style="list-style-type: none"> Services to be provided by the PDA Performance indicators and milestones 	The scope of services of the PDA is provided in the Schedule II (Refer Annexure IV).
15	Volume 2: Schedule III Payment terms to PDA	Fixed fee – INR 800,000 per month for 3 years from the effective date of agreement	Fixed fee – INR 800,000 per month for 4 years from the effective date of agreement
16	General	Additional time for queries on RFP	Bidders can seek further clarifications from office of Special Secretary to Government & Secretary, OUIDF , Housing and Urban Development Department, GoO on 3 rd and 4 th January 2014 with prior appointments.
17	Annexures	Annexure I- Form 2A, Annexure II, Annexure III, Annexure IV	Revised as per enclosure

Amaharty
28/12/13

Under Secretary to Government

Memo No. 37274 /HUD/dt. 30.12.13

Copy forwarded to P.S to Additional Chief Secretary, H&UD Department/ P.S to Special Secretary, H&UD Department & Secretary, OUIDF/ Administrative Officer, OUIDF/ Financial Advisor, OUIDF/ Sr.Consultant, OUIDF (ouidf.hudd@gmail.com) for information and necessary action.

Amaharty
28/12/13

Under Secretary to Government

Memo No. 37275 /HUD/dt. 30.12.13

Copy forwarded to Team Lead, PMU, H&UD Department for information with a request to upload the notice in the H&UD Website: www.urbanorissa.gov.in.

Amaharty
28/12/13

Under Secretary to Government

Memo No. 37276 /HUD/dt. 30.12.13

Copy forwarded to Mr. Anirban Kundu, Project Specialist, KfW Development Bank, KfW Office, 21-Jorbagh, New Delhi – 110003, Fax: 011 – 24641203, Email: Anirban.kundu@kfw.de/ Mr. Abhilash Verma, Lead Consultant, Urban & Infrastructure Finance, IMaCS (ICRA Management Consulting Services Limited), Logix Park, First Floor, Tower A4 & A5, Sector 16, NOIDA – 201301, Uttar Pradesh, India, Fax: 0120-4515850, Email: abhilash.verma@imacs.in, verma.abhilash@gmail.com for information and necessary action.

Amaharty
28/12/13

Under Secretary to Government

Annexures

Annexure I - Form 2A – Experience in Infrastructure fund management, infra lending, fund raising and Project Appraisals (if applicable)

(Description should not exceed two pages)

i) Experience in managing an Infrastructure Fund (if applicable)

Summary of Infrastructure Fund Experience	
Location	
Size of Fund	
No. of years for which Bidder has managed the Fund	
Scope of Fund	
Year of set up	
Current status of the Fund	
Details of the Scope and Operation of the Fund	
Bidder role and responsibilities:	
Key outcomes and achievements:	

ii) Experience in Infrastructure Lending (if applicable)

Summary of Infrastructure Fund Experience	
Category	
Size of Loan Book	
Sectors covered in Loan Book	
Qualitative Information on Infrastructure loan Book	
Proof of Incorporation	

iii) Experience in Project Appraisal

Summary of Project Appraisal Experience	Particulars of the Project
Name of Bidder (Member of Consortium, in case of Consortium Proposal)	
Member Type (in case of Consortium – Lead or Other)	
Sector	
Project Title	
Project Location	
Project Cost	
Name, address and Reference Contact (Name, Designation and contact details) of Client for which project was developed	
Date of commencement of Project	
Date of completion /commissioning	
Current status of the project	
<p><u>Description of the project (not exceeding 150 words):</u></p>	
<p><u>Nature of Services Provided by Bidder:</u></p>	

iv) Experience in Fund Raising

Summary of Fund Raising Experience	
Name of Project	
Size of Funds Mobilised	
Year of Funds Mobilisation	
Brief description of Project and fund-mobilisation role and scope of work	
Source of funding:	

Annexure II – Revised Power of Attorney format

Form 1 C - Power of Attorney for authorized signatory signing the Proposal

Know all men by these presents, We _____ (name of the firm 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/ the Lead Member of our Consortium 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 Proposals[s] for setting up the Project Development Agency to support the OUIDF, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to OUIDF and HUDD, representing us in all matters before the OUIDF and HUDD, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with OUIDF and HUDD in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with OUIDF and HUDD.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 _____, 20---

FOR -----

(SIGNATURE)

(NAME, TITLE, ADDRESS)

WITNESS:

1.

2.

(ACCEPTED)

(SIGNATURE)

(NAME, TITLE, ADDRESS OF THE ATTORNEY)

[NOTARIZED]

Note:

- (a) 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.
- (b) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- (c) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Annexure III – Revised Joint Bidding Agreement Format

Form 1 D – Joint Bidding Agreement in case of Consortium Proposal

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

This Joint Bidding Agreement entered into this day of 20__ at _____

Among

_____ (hereinafter referred as” -----”) and having office at India **Party of the First Part**

And

_____ (hereinafter referred as” -----”) and having office at India **Party of the Second Part**

The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS Housing and Urban Development Department Government of Odisha has invited Proposals from interested Firms / Consortiums for setting up the Project Development Agency for managing the Odisha Urban Infrastructure Development Fund (OUIDF) by Government of Odisha.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall acquire the equity in the Project Development Agency (PDA) with the shareholding commitments expressly stated to domicile the Project prior to the start of implementation of the Project.
2. That the Parties shall carry out all responsibilities as PDA in line with the RFP and the Agreements signed
3. That the roles and the responsibilities of each Party shall be as follows:

Name of Consortium member	Role (Lead Member or Member)	Responsibilities

4. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.

5. That this Joint Bidding Agreement shall be governed in accordance with the laws of India and courts in ----- shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Joint Bidding Agreement to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorised signatory of Party of the first part:

Authorised signatory of Party of the second part:

Authorised signatory of Party of the third part:

Witness 1

Witness 2

Annexure IV – Revised Schedule II of Draft Agreement and clause 4.2

Schedule II Details of Services to be rendered by Private Service provider through PDA

Services to be provided by the PDA:

1. Project Development

- a. Developing a strategy for Project development and getting the Project Development Plan approved.
- b. Continuous Project identification in consultation with the ULBs and GoO and working with ULBs, HUDD and PDF Trust Board to take up specific project preparation exercises and studies.
- c. Empanelment of Consultants for carrying out Project Preparation studies.
- d. Consultative preparation of a shelf of bankable projects through a series of project preparation studies including pre-feasibility/feasibility studies and preparation of bankable DPRs including crystallizing desired service outcomes, assessment of social and environment impacts, project costs (capital and maintenance), project structuring including determination of financing mix, revenue potential and project viability, possible debt servicing capacity of the project, given the revenue capital costs, revenue potential and O&M costs, implementation approach (EPC or PPP) and Plan.

2. Project Appraisal, Risk assessment, Sanction of Loans / Grants

- a. Assessment of risks, financials and viability assessment for projects that are being developed.
- b. Assessment of borrowing capacity of Implementation Agencies (ULB, PHED, Private Service provider in case of PPP projects) that are responsible for developing and maintaining various projects
- c. Determination of Financing mix (Loans, Grants, ULB funds) and recommendations on structuring including required Credit Enhancement measures.
- d. Loan Sanctions and Disbursement plan in accordance with the Lending policy and guidelines of the OUIDF and GSF.
- e. Entering into appropriate documentation with Implementation Agencies including Loan Agreements and Grant release schedules.

3. Project Contracting, Loan and Grant disbursements and Project Monitoring

- a. Preparation of model RFQs, RFPs Bid documents
- b. Preparation of project bid documents and assisting implementation agencies in procurement / contracting for both EPC and PPP projects in compliance with KfW and GoO requirements.
- c. Putting in place project implementation monitoring mechanisms including Project Monitoring Units (PDAs) for larger projects.
- d. Release of Loans and Grants in accordance with Sanctions and implementation schedule.
- e. Assist Implementation Agency in ensuring timely completion of projects and achievement of service delivery outcomes.

4. Collection of Loan and Interest Repayments

- a. Implement mechanisms for timely collection of Loan and Interest Repayments from various projects / implementation agencies
 - b. Implement mechanisms for monitoring loan recovery, periodic reporting of loan performance and providing for Non Performing/Doubtful Assets in accordance with RBI guidelines and managing / mitigating Non-Performing Assets.
- 5. Mobilization of External Finance and Treasury Management**
- a. Exploring avenues for raising external financing (including PPPs, Bond programs, Lines of Credit from other investors) depending on financing needs to augment available Line of Credit under the OUIDF for financing of urban infrastructure projects beyond the Line of Credit.
 - b. Efficient Cash management and deployment of surplus cash under the various funds including OUIDF, GSF and PDF in safe but income-yielding securities / instruments in accordance with guidelines of the OUIDF.
- 6. Support to Capacity Building and reform initiatives of GoO**
- a. Work with GoO and support GoO and its agencies in initiating and implementing specific reform measures to enable improved credit worthiness and project implementation capacity of Implementation Agencies including ULBs and PHED.

Performance indicators and milestones

Deliverables and Performance Parameters	Timelines from signing of Agreement
Preparatory activities	
Deployment of initial staff as given in Schedule I of this Agreement	45 days
Finalization of an approved Strategy and Business Plan document for OUIDF and PDA	90 days
Finalization of an approved Project Development Plan to prepare and develop a shelf of Projects of Project Cost equivalent to 100 million Euro	90 days
Finalization of an Approved Operating Manual on the basis of guidelines provided in Schedule IV of this RFP	180 days
Finalization of an Approved Lending Policy and Standard Loan Agreement Templates on the basis of guidelines provided in Schedule IV of this RFP	180 days
Empanelment of Consultants for undertaking Project Preparation Activities.	180 days
Performance Benchmarks	
Loan Disbursements	
Year 1	Euro 0 million
Year 2	Euro 5 million
Year 3	Euro 7 million
Year 4	Euro 7 million
Year 5	Euro 6 million