MUNICIPAL CORPORATION BATHINDA, LOCAL GOVT. DEPTT., PUNJAB

CORRIGENDUM

Subject: Regarding Pre Bid Queries "The work of Implementation of smart LED Street Lights and CCMS on EPC Mode with O&M for 8 Years in Municipal Corporation Bathinda."

The pre-bid meeting regarding the above mentioned project was held in the O/o the Commissioner Municipal Corporation, Bathinda on dated 05.03.2019 and the various queries has been received from Bidders/Companies. The reply of Municipal Corporation Bathinda with reference to these queries are attached as per Annexure A.

Annuxure – A

S. No. / Para No	Name of Bidder/ Company	Clause No.	Clause Description as per original Tender Document	Querry	Reply of MCB
1	White Placard	3.1.2.2	In case of Consortium arrangement, the Bidder has to submit the duly signed notarized MOU on Stamp Paper of Rs 1000 (Rupees One thousand only) along with the Technical Bid and each partner should have sufficient relevant experience independently to participate in the bidding.	Both the members need not independently fulfil the experience requirements. In any tender, one of the consortium members is the financial partner and the other carries the technical experience. We request you to kindly change the experience clause from "independently" to "collectively".	The clause may be read as "In case the Contractor is a Joint Venture, then the Lead Member shall carry out Works directly through its own resources (men, material and machinery etc.) & the share of the Lead member shall not be less than 51% (fifty one per cent) of total Project and the other member should not have a share less than 26%. In consortium agreement(maximum 2 parties are allowed), the Credential document of both consortium parties would be considered collectively with MOU/Consortium agreement be considered to meet the Eligibility criteria.The lead member of the JV must meet the minimum Financial Eleigibility criteria (3.1& 3.2 of RFP)"
2	White Placard	3.1.4	 The Bidder must submit the fresh (not older than one year as on last date of online submission of the tender) Solvency Certificate of Rs. 5 crores (Rupees Five Crores). 	Kindly decrease the solvency from 5 crores to 1 crore, seeing the value of work.	The clause is amended as "The Bidder must submit the fresh (not older than one year as on last date of online submission of the tender) Solvency Certificate of Rs. 3 crores (Rupees Three Crores".

3	White Placard	Section IX - Particular Conditions of Contract: Payment Schedule	 Payment Terms: 1. 50% (fifty percent) of quoted CAPEX amount shall be paid during the project execution period of 6 (six) months. Minimum billing shall be for 5,000 LED lights. 2. After successful commissioning of the Smart LED Street Lights and Centralized Control & Monitoring System (CCMS) and after issuance of certificate by Engineer in Charge, balance 50% (fifty percent) shall be paid in equated 60 (sixty) monthly installments spread over a period of 5 (five) years under Defect Liability and O&M period. 	75% of the payment shall be released in course of completion. Rest 25% shall be released in a span of 5 Years.	As per RFP
4	White Placard	Financial Bid Parameter	The bidder shall note that the IDC i.e. identifying asset deficiency cost in the present system after allotment of work shall not be paid more than Rs.1.50 crore.	The IDC cost shall be increased to at least 5 Crores for a better and quality work. This can be paid in equal instalments, with two break- ups of 2.5 crores each. The remaining 2.5 crores can be paid in a course of 5 years along with the remaining payment in equal installments.	As per RFP
5	White Placard	7.10.1 Typical specifications of LED street lights (a)	 High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W with mandatory Modular Lenses. 	Kindly specify the type of lenses to be used, as in: Asymmetric or Symmetric? Vertical and Horizontal Projections in Degrees? Type: T1, T2 or T3 for different wattages. This is from where the light has to be emitted. According to us, this is one of the most important components for light distribution and maintenance of lux level. Kindly specify the type of lenses, without which even after using the best LEDs, Housings and Drivers, it is worthless as it directly interferes with lux level and distribution patterns.	The clause may be read as "High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W with mandatory Modular Lenses however it is clarified that combination of symmetrical and asymmetrical lenses will be used for Light distribution at an angle >120 deg to get better uniformity along and with the road."

6	White Placard	7.10.1 Typical specifications of LED street lights (v)	The luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass / Poly- carbonate cover in the front fixed to the die cast Aluminum frame which shall be fixed to the housing by means of Corrosion resistant or Brass screws for areas not inside IP66 rated chamber. Zinc plated steel or equivalent screws can be applied inside sealed chambers.	IP67 Modular Lens that fits directly to the housing and eliminates the use of PC cover or Glass cover should be included and promoted. This is aesthetically well suited and more durable and efficient with a less light loss. The light loss through PC cover or Glass can be reduced to up to 8-10%, that means 8-10% more lux level.	The clause may be read as " The luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass / Poly- carbonate cover in the front fixed to the die cast Aluminum frame which shall be fixed to the housing by means of Corrosion resistant or Brass screws for areas not inside IP66 rated chamber. Zinc plated steel or equivalent screws can be applied inside sealed chambers. However it is clarified that This is the minimum criteria. IP 67 fixture can also be used."
7	White Placard	Section III - Evaluation and Qualification Criteria (7). Equipment	MCB may lease out certain maintenance equipment and vehicles to the Concessionaire/Successful Bidder based on mutually agreed terms & conditions and defined fixed monthly/yearly payment.	Kindly specify the rates per month per year for a financial work out before bidding.	Municipal Corporation Bathinda has one hydraulic lift that can reach upto the height of 10 m. MCB will lease out its maintenance vehicle @ Rs 10000 per month to the Concessionaire/ Successful Bidder and all other operational &maintenance charges (diesel, service, Driver etc) shall be borne by the bidder.
8	White Placard	Section III Point 8: Financial Bid Parameter	Buy Back value is Credit for Buyback unit rate of conventional fixtures of light.	Buy back should be adjusted in payments in equal installments. That too, not in the first 50%, rather in the payments from 5 years.	As per RFP.
9	White Placard	Section III - Evaluation and Qualification Criteria	Bidder must have previously executed and commissioned projects on street lighting either LED or non LED (at least 5,000 Luminaries) in single work order during last 8 (Eight) years in any city, nationally or internationally with any government, semi-government or private organization. Agency shall attach proof of the same, issued by the concerned department. & Bidder must have been engaged in Operation & Maintenance of street lights of any kind whether LED or Conventional type (at least 5,000 Luminaries) for minimum one year during last 8 (Eight) years, through a single work order, in any city,	The experience should be increased to at least 40000 or 50000 lights in a single work order. For capacity and improved work, experience needs to be increased.	As per RFP

			nationally or internationally or with any government, semi-government or private organization. Agency shall attach proof of the same, issued by the concerned department. & Bidder shall submit the Letter of Authorization from the manufacturer of the LED Street Lights as per the Performa given in Tender document (Annexure A in Bidding Forms) and also shall submit the Memorandum of Understanding (MoU) between manufacturer and Bidder as per attached format (Annexure-B in Bidding Forms). Also, this manufacturer must have sold minimum 5,000 LED Street light Luminaires in single work order during last 8 (Eight) years in any city, nationally or internationally with any government, semi- government or private organizations. Agency shall attach proof of the same, issued by the concerned department.		
10	Giga Tera India Pvt. Ltd.	7.10.1 Standard LED & Central Control & Monitoring System (CCMS) specifications: Controller and Metering unit	Controller and Metering (unit Ability to download data in field)	provide details	As per RFP
11	Giga Tera India Pvt. Ltd.	7.10.1 Standard LED & Central Control & Monitoring System (CCMS) specifications:	Enclosure (Should be tested for tropical conditions & be made of fire resistant FRS material)	Can we use MS IP 55 Box of Standard brand	Enclosure confirming to IP 54 or Higher shall be used

		Enclosure			
12	Giga Tera India	7.10.1 Standard LED & Central Control & Monitoring	Software (This software shall be hosted/Installed in the office of	Whether Bathinda Municipal corporation want to	As per RFP Clause No. "7.9 SCOPE OF WORK: Special Conditions of Tender for Task 1:
	Pvt. Ltd.	td. System (CCMS) specifications: Software	BATHINDA Municipal Corporation)	purchase the software	With regard to asset ownership"
13	Giga Tera India Pvt. Ltd.	Table 17: CCMS technical specifications : Operational Features	Operational Features (The CCMS shall have optically isolated communication port to fetch data (this is required for safe data transfer and to protect unauthorized access).	provide details	As per RFP
14	Giga Tera India Pvt. Ltd.	Table 17: CCMS technical specifications : Energy measurement and communication features	Energy measurement and communication features (Benchmarking capacity so as to generate alert SMS for : ➤ Phase-wise currents on crossing threshold values* ➤ Phase-wise voltages on crossing threshold values*)	only alert required not switch of the individual phase contactor please clarify	As per RFP
15	Giga Tera India Pvt. Ltd.	Table 17: CCMS technical specifications : Energy measurement and communication features	Energy measurement and communication features (CCMS should have provision for incorporating monitoring and control of smart solutions like environmental meters, wifi hotspots, etc.)	provide details	As per RFP

16	Giga Tera India Pvt. Ltd.	Table 17: CCMS technical specifications : Energy measurement and communication features	Energy measurement and communication features (Class 1.0 accuracy Energy Meter with ISI marking/IS-13779 is to be used for power measurement. Type testing report from NABL Accredited Lab to be provided. It is to be calibrated annually)	Energy meter calibration is a part of manufacturing Energy meter company. From removing and sending to energy meter company will take long time and also expense who will bear the same. And the period of sending for calibration the data will not available for that period.	As per RFP.
17	Giga Tera India Pvt. Ltd.	Table 17: CCMS technical specifications : Web based - Application	Web based -Application (It should able to record LED luminaries glowing and non-glowing hours of a particular switching point.)	please clarify that individual light details or group details required	As per RFP however" It is clarified that it is a control of a particular switching point not of Street light point"
18	Giga Tera India Pvt. Ltd.	Table 17: CCMS technical specifications : Web based - Application	Web based - Application (Reports such as energy saving report, lamp failure report, actual hours of operation, uptime (%), etc. should be generated on a daily basis from the data/readings received from the CCMS units.)	Exact no of lamp failure report or to be judge form data approximate lamps failure	The clause is amended as "Reports such as energy saving report, lamp failure report, actual hours of operation, uptime (%), etc. should be generated on a daily basis from the data/readings received from the CCMS units, So that these reports give the Exact Number of Lamp failures.
19	Giga Tera India Pvt. Ltd.	PSPCL 3-phase meter specifications	PSPCL 3-phase meter specifications (The way meter specification are written)	Kindly provide the make of the energy meter with model as per your specification so we can used the same	It is clarified that Any make & Model of Energy Meter meeting the given specifications may be used.
20	Giga Tera India Pvt. Ltd.	Section VII 7.10.1 (a)	Typical specifications of LED street lights (High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W with mandatory Modular Lenses.)	 Reflector is better than led lenses more it's more efficient than using lens diffusers. 1. High Luminous efficacy. 2. Reflection ratio of 95%-97% as compared to lens based light which is 82%-85%. 3. Minimum Glare and loss of luminance 	As per RFP

21	Giga Tera India Pvt. Ltd.	Section VII 7.10.1 (d)	Typical specifications of LED street lights LED chip make – NICHIA/PHILIPS LUMILED / CREE/ OSRAM	 Samsung led is one of the leading brands of the world. 1. Since we use mid power led so lumen per watt is much higher than power led of other brands. 2. The reflector technology what we used in our light support Samsung led which in result leads to higher system efficacy of 130 lm/w compared to other lighting brand of 110 lm/w. 3. This technology result in better lighting distribution and average lumination is better than any other lighting brand. There would be no dark patches between poles with our reflector based technology which supports Samsung led. 	As per RFP.
22	Halonix Technologies Pvt Ltd.	Page 5/ Clause No. 4.1-Eligible Bidder	A Bidder may be a firm that is a private entity / state-owned enterprise or institution subject to Instruction to Bidder ("ITB") 4.4	 Please clarify the meaning of Bidder? Is consortium allowed for max. 2 or 3 parties? In consortium credential document shall be consider of all consortium parties with MOU/Consortium to fulfill the Eligibility criteria. 	As per Reply of MCB in Para No 1
23	Halonix Technologies Pvt Ltd.	Page 10 / Clause No. 19.2- Bid Security (EMD)	 (a) an irrevocable unconditional bank guarantee, issued by a Bank in favor of The Commissioner MCB. Bank Guarantee issued by any Scheduled/ Nationalized Bank will be accepted, provided that the bank has branch in Bathinda City. 	Bank Guarantee is accepted of equivalent amount as mention against EMD/Bid security with validity 180 days + 45 Days only?	The clause may be read as : The Bid Security/EMD shall be a demand guarantee, and in any of the following forms at the Bidder's option: Bidder is required to submit EMD in the form of Demand Draft/ Fixed Deposit Receipt(s)/ an irrevocable unconditional Bank Guarantee issued by any nationalized/ scheduled commercial bank in favor of "COMMISSIONER, MUNICIPAL CORPORATION BATHINDA", Punjab. The Payment for EMD can be made online directly through RTGS / NEFT/Net Banking.

24	Halonix Technologies Pvt Ltd.	Page 17-Section-2 Bid Data sheet (BDS)	Mention- Estimate cost of Work 7.5Cr (Capital Cost +IDC Cost) · O&M Cost : 4.65Cr (for 8 years) · Capital cost Included –SITC Street light with CCMS	 7.5Cr. is for only Capital cost that included SITC Street light with CCMS and does not included any IDC Cost? 	As per RFP Clause No. "Section -2 Bid Data sheet (BDS)"
25	Halonix Technologies Pvt Ltd.	Page 17- Bid Security	The amount and currency of the Bid Security shall be: INR Rs 24,30,000/- (Rupees Twenty Four Lakh and Thirty Thousand Only) in the NEFT/ RTGS/Online Mode only as mentioned above in favor of the Commissioner Municipal corporation, Bathinda.	You mention at Page 10 / Clause No. 19.2- Bid Security (EMD)- EMD accepted in form of BG – please allow to accept the BG against EMD of equal amount.	As per Reply of MCB in Para No 23
26	Halonix Technologies Pvt Ltd.	Page 19- Performance Security	Performance Security amounting to total 5% (Five percent) of contract value (including O&M cost) shall be submitted / deducted as follows: (a) Contractor shall submit Performance Security @ 5% (Five percent) in advance at the time of signing of agreement in form of BG. The BG should be issued by any nationalized / schedule bank and shall remain valid up to 60 (sixty) days beyond defect liability period. Bank Guarantee submitted against the performance guarantee, shall be unconditional and encashable / inviolable at Bathinda.	 What is the time line of defects liability period? 2.5% PBG shall applicable over O&M cost only as capex cost against supply and installation of the product which being already completed by the bidder so MCB need to ask the PBG over O&M Cost for maintain infrastructure for 8 years. MCB should provide an office to bidder for their man power and day to day activity and system incorporation. No any other extra security amount shall be deducted at the time of presenting the bill by successful bidder to the MCB, please confirm? 	Performance Security i. In 1st stage Performance Security will be charged @ 5% (Five percent) of Estimated Capex in advance at the time of signing of agreement in form of BG valid up to the period for the completion of successful installation of all LEDs/ CCMS/ IDC in all respect i.e. 6 months. ii. Performance security will be charged @5% of total O&M cost at the beginning of the O&M period. After receiving the performance security against O&M, the performance security of Capex value will be refunded.

27	Halonix Technologies Pvt Ltd.	Minimum eligibility Criterion Clause 3.1.2	Bidder shall be experienced manufacturer / Authorized dealer	 Please clarify if the bidder is Authorized dealer of OEM manufacturer, credential of OEM manufacturer altogether Authorized dealer shall be considered together to fulfill minimum eligibility criteria? OEM and Authorized dealer/contractor together shall qualify all clauses as mention in 3.1.2.1. Experienced work shall be consider for India Nationally work only, internationally work order shall not be consider as its voiding clause no. 4.4 where its mention bidder shall be Indian enterprise or institution. For authorized dealer and OEM manufacturer participation together, let mandate that OEM manufacturer shall have in-house NABL accredited testing facilities as per BIS standard with testing facilities of measuring all optical and electrical parameters as per LM79 to ensure for getting reliable, robust performance product, so that authorized dealer also get confident of getting reliable long term performance product that give less maintenance of product for 8 years' time frame. 	 1." please refer clause No. 3.1.2.1 For experienced Contractor/ESCO/Authorized Dealer/Service Provider" 2. In house NABL Accredited Lab is not necessary for OEM.
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28	Halonix Technologies Pvt Ltd.	Minimum eligibility Criterion Clause 3.1.2.2	For OEM: If the bidder is an OEM, then a sale of minimum 10,000 LED Luminaires in multiple work orders, having one work order of at least 5,000 LED street lights Luminaires, during last 8 (Eight) years in any city, nationally or internationally with any government, semi-government or private organizations & It must have been engaged in operation & maintenance of street lights which are either LED or non- LED for minimum one year (at least 5,000 Luminaires) during last 8 (Eight) years, through a single work order, in any city, nationally or internationally or with any government, semi-government or private organizations. In case OEM does not have any experience in operation & maintenance of street lighting, then Consortium is allowed to meet the eligibility criteria.In case of Consortium arrangement, the Bidder has to submit the duly signed notarized MOU on Stamp Paper of Rs 1000 (Rupees One thousand only) along with the Technical Bid and each partner should have sufficient relevant experience independently to participate in the bidding.	• Consortium is allowed to fulfill the minimum eligibility criteria with equal experience however please allow anyone of the consortium can be lead bidder to participate with MOU /consortium.	As per Reply of MCB in Para No 1
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29	Halonix Technologies Pvt Ltd.	Infrastructure development Cost	The successful bidder will be paid for the IDC @15% discount on approved Common Schedule of Rates (CSR) of 2010 of State of Punjab. If rate is not available in CSR, then MCB will discover the market price through minimum three bids. In such a situation, the bidder will be paid on the discovered market price. The bidder shall note that the IDC i.e. identifying asset deficiency cost	Please clarify IDC is exclusive of project cost i.e. 12.15 Cr.? And shall be at actual based on mutual visit the site survey report and actual IDC cost to be incorporated? Weather IDC shall be max 1.5 Cr. For per year or for complete 8 years?	Refer Clause No "7.9 SCOPE OF WORK: Special Conditions of Tender for Task 1: (Point F& G) Infrastructure Development Cost (IDC)"
30	Halonix Technologies Pvt Ltd.	No reference clause "Poles, high mast and switching points"	Pole, high mast, switching	As most of the poles not having earthing, wiring are not adequate , extra infrastructure needed, extra poles needed during 8 years time frame - let consider this all expenses in extra IDC cost that exclusive of contract value.	It is clarified that Earthing and wiring Part will be covered under Infrastructure development works. If extra poles are needed during the 8 years, then the extra cost will be borne by MCB.

31	Halonix Technologies Pvt Ltd.	7.3	Details of the lighting luiminaires : Based on the luminaries inventory of MCB, a Total of approximately 23,254 luminaries are installed in 8 zones in the city. Of the total Streetlights, 830 luminaries are LED , Balance 22424 luminaries are of conventional type, which are very inefficient from energy consumption perspective	 Actual quantity comes 23454 nos., please check and reconfirm. For maintaining existing LED Street light for 8 years, MCB shall connect the bidder with OEM manufacturer and shall bear the replacement of same for 8 years. 250W HPSV shall be considering in replacement with min. 120W led street light to get optimum light level with uniformity. Baseline energy consumption data shall be with minimum tolerance of ± 5%. Actual CCMS shall be fitted with existing lighting load to calculate the total unit consumes to decide the base line. Theft of power shall not be penalize and out of scope of the bidder. Failure due to any natural dis-aster if any for the complete system, MCB shall provide complete project cost to bidder. Standard lumen depreciation shall be considerable as per applicable LED Lighting standard during 8 years to maintain the lux level over roads. 	"As per RFP for other queries" Refer Clause No "7.9 SCOPE OF WORK: Special Conditions of Tender for Task 1: The successful bidder might be required to : In case of power Theft "
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32	Halonix Technologies Pvt Ltd.	Page no 73, Clause B	Out of the total luminaries mentioned in the table above, the Successful Bidder shall have to install 500 (+10%) luminaries having individual luminaire level monitoring & control capability. The location of these luminaries would be suggested by MCB during project implementation. For remaining luminaries, the Bidder has the option to install either individual control feeder level control.	 Please specify the exact wattage of led luminaire which needed with individual control and monitoring. For Individual control and monitoring – OEM manufacturer shall have at least one project experience of LED Street lighting with individual control and monitoring system so that as bidder / authorized dealer get assurance to successfully execution of individual control and monitoring- completion certificate needed. Individual control and monitoring needed following function wirelessly: Individually ON/OFF- dimming not required? if so plz confirm Individual fault alert if failure 	Refer Clause Special Conditions of Tender for Task 2: (Clause B). Wattages of LEDs to be installed.
33	Halonix Technologies Pvt Ltd.	Page no 73, Clause C	The minimum guaranteed energy savings, with the installation of LED street lights, should be 59% (Fifty Nine percent).	Its shall be recalculated considering 120W LED against 250W HPSV and shall be with minimum tolerance of ± 5%.	As per RFP.
34	Halonix Technologies Pvt Ltd.	Surge Protection	No claim shall be given if failure due to voltage surge other than lightning surge.	Failure due to voltage surge shall also be consider and shall be extra payable.	As per RFP
35	Halonix Technologies Pvt Ltd.	Asset Ownership	With regard to asset ownership, following need to be adhered to: MCB shall at all times during the Contract Period remain the owner of the land and the existing lighting infrastructure under its jurisdiction	As MCB become the owner of complete system and land, they must insured of this as due to any natural disaster they should reimburse to bidder at actual investment cost.	As per RFP
36	Halonix Technologies Pvt Ltd.	Complaint resolving Time	Complaint resolution: The complaints need to be solved within 48 hours of lodging of complaint	Complaint resolving time shall be min. 72 Hours after identifying the actual failure cause, identifying the actual failure cause shall be done within 48 hours after registering any complaint.	As per RFP.

37	Halonix Technologies Pvt Ltd.	Condition and Responsibilities of the Bidder	Condition and Responsibilities of the Bidder	All extra work shall be payable extra by MCB to successful bidder, as extra pole, wiring, earthing and many other things needed extra cost as per time and site condition requirements. O&M cost per year shall having positive escalation of min. 10% growth every year on years than previous year considering increasing in economy growth for sustaining the man power and fulfilling their demand.	As per RFP.
38	Halonix Technologies Pvt Ltd.	Addition Street Light and CCMS	In view of the continuous development of the city expected during the contract tenure and after the commissioning date, MCB might need to install more street lights in the new or existing areas. In those cases, the Successful Bidder may be asked to install additional street lights and CCMS panels and connect the same to the overall CCMS system. In case of such additions after commissioning of the Project but during the concurrency of the Contract Period, MCB will reimburse the Successful Bidder, the cost of the luminaire and the CCMS (if required) at the same rate as quoted under this bid but the required infrastructure will be provided by the MCB for these additional light points . Guaranteed Energy saving will not be considered for the addition of these points. But the Successful Bidder will be paid O&M for those Luminaries at the rate, which is being paid, for luminaries herein, till the end of the Contract Period. Note: This Condition of addition of street light	As MCB mention additional lights with CCMS shall be demanded for next three years after completion certificate- it mean during 8 years of contract period and after 8 years for next 3 years? As MCB will provide added infrastructure except street light and CCMS and ready to pay extra cost to existing successful bidder for taking street light and ccms, added infrastructure cost shall not be in scope of successful bidder.	As per RFP Clause : Addition Street Light and CCMS : however it is clarified that This Condition of addition of street light Points remains valid up to 3 years starting from the date of issuance of Completion certificate of 22424 street light points with CCMS system which is 6 months.

			Points remains valid up to 3 years starting from the date of issuance of Completion certificate.		
39	Halonix Technologies Pvt Ltd.	Performance security, particular and penalty	Performance security, particular and penalty	 Complaint resolution penalty Rs. 100 per lamp per day- as the O&M cost is only Rs. 250 per lamp per year so penalty cost shall be in percentage of this O&M cost. Penalty cost shall not be more than 10% of total monthly O&M bill amount irrespective of any lamp failure and time frame. Phase Failure- Rs. 500 per day- in case of phase failure due to discom or any digging work of any authority- new wiring and infrastructure cost shall be given extra by MCB to bidder and bidder will not liable to pay any penalty. Bidder will only responsible for the work under their scope only. Guaranteed saving- if guaranteed saving failed due to theft and any unwanted reason- bidder shall not be penalize and MCB shall release the complete payment to bidder. 	As per RFP
40	Halonix Technologies Pvt Ltd.	7.10.1 Table : Typical specifications for LED street lighting ; (a)	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W with mandatory Modular Lenses.	LED wattage shall not be restricting to max. 3W as now a days high lumen efficacy LED are available with more lumen output, using of any wattage of LEDs shall be open to manufacturer provided to maintain LM80 and total deliverable lumen output.	As per RFP
41	Halonix Technologies Pvt Ltd.	7.10.1 Table : Typical specifications for LED street lighting ; (j)	System Efficacy Shall be min.110 lumens/watt (lumen/watt) or more	 As CCT asking 3000 to 3500K, maximum efficacy shall be demanded 100lm/w for this CCT and 110 lm/w for 5000 to 6500 K CCT. CCT for cool white shall be in range of 5700 to 6500K or else as per ANSI 6000K. 	As per RFP

42	Halonix Technologies Pvt Ltd.	7.10.1 Table : Typical specifications for LED street lighting ; (I)	Lumen depreciation for rated life <10%	Lumen depreciation vs. rated life shall be as per L70 within LM80 report as per LED Manufacturer data's i.e. 30% lumen depreciation shall be accepted.	As Per RFP
43	Halonix Technologies Pvt Ltd.	7.10.1 Table : Typical specifications for LED street lighting ; (n)	Operating voltage: 120 V to 270V universal electronic driver with internal surge protection of 4 KV (Applicability IS 15885, Driver Safety 16104-1/2)	Manufacturer's in-house NABL accredited test report shall be accepted, external 10KV SPD shall be demanded with each LED Luminaire.	Refer 7.10.1 Table : Typical specifications for LED street lighting ; (ad)
44	Halonix Technologies Pvt Ltd.	7.10.1 Table : Typical specifications for LED street lighting ; (q)	LED Drive current <750 mA	It shall be as per LED rating as per above clause- only total lumen deliverable shall be consider irrespective of LED wattage and operating current.	As per RFP
45	Halonix Technologies Pvt Ltd.	7.10.1 Table : Typical specifications for LED street lighting ; (z)	From NABL Certified TPL Test report TEST REPORT as per IS:10322 part 5 Sec- 3 /IEC:60598-2-3	Manufacturer's self-certifying in-house NABL test report shall be accepted and shall be mandate that, manufacturer shall have in- house testing facilities. External test report shall be given for successful bidder only before supplying the material.	As per RFP
46	Halonix Technologies Pvt Ltd.	7.10.1 Standard LED & Central Control & Monitoring System (CCMS) specifications: Enclosure	CCMS-Should be tested for tropical conditions & be made of fire resistant FRS material.	 CCMS body shall be made of CRCA white powder coated sheet duly IP65 box. CCMS shall have in line delay to avoid any fluctuation in voltage. CCMS- shall have inbuilt M2M SIM for GPRS communication to avoid any theft of SIM . 	As per RFP

47	Halonix Technologies Pvt Ltd.	7.10.1 Standard LED & Central Control & Monitoring System (CCMS) specifications: Software	A web-based / mobile based software package with a detailed information dashboard. This software shall be hosted/Installed in the office of BATHINDA Municipal Corporation. The Virtual machine requirements for hosting the software shall be provided by the vendor and he shall be allocated Virtual Machine with required configuration to host the CCMS. CCMS shall have ability to show the status of each controller on the dashboard. CCMS shall have ability to schedule and switch ON/OFF controllers remotely through the dashboard. CCMS shall have ability to incorporate logics to determine fault detection and power thefts. The responsibility to remove any kind of unauthorized connections or thefts rests with the agency/bidder.	 Software shall be web based over the cloud and accessible remotely over desktop or mobile. CCMS installation and geo mapping shall be based on QR code mobile based application to ensure right commissioning and exact geo tagging. CCMS shall have inside component such as MCB's, contactors; relays shall be make of L&T, ABB or equivalent. CCMS shall be ready for future ready so shall be equipped with RF based controlling and monitoring of group or individual LED Luminaire without adding any extra hardware and same software shall provide all information with same user configuration. 	CCMS shall have inside component such as MCB's, contactors , relays shall be make of L&T, ABB or equivalent as approved by EIC.
48	Halonix Technologies Pvt Ltd.	Table 17: CCMS technical specifications: Operational Features	The CCMS unit should have a battery backup of at least 12 hours.	Battery backup for IOT Gateway inside the CCMS shall have min. 48 hours with Li-ion battery. The battery shall also be chargeable via 230V AC supply.	As per RFP .
49	Halonix Technologies Pvt Ltd.	Table 17: CCMS technical specifications : Energy measurement and communication features	CCMS should have provision for incorporating monitoring and control of smart solutions like environmental meters, wifi hotspots, etc.	CCMS shall be future ready to integrate the environment sensors and communicable with wifi too.	As per RFP

50	Halonix Technologies Pvt Ltd.	Table 17: CCMS technical specifications : Web based - Application	CCMS shall have a web-server to receive and record all data with time stamping from the streetlight controllers.	All data's shall be over cloud based server with min. 99.99 % uptime assurance.	As Per RFP
51	Halonix Technologies Pvt Ltd.	Table 17: CCMS technical specifications : Web based - Application	The central CCMS unit is capable of handling minimum 5000 number switching point units.	Please specify the exact meaning of this, as CCMS capacity is defined in terms of capacity rating in KW irrespective of quantity of led lights, please clarify?	The clause may be read as "The central CCMS unit is capable of handling minimum 1000 number switching point units."
52	Halonix Technologies Pvt Ltd.	Bidding Date Extension	Date of Extension	Date should be extended by atleast 15 days for workout	Already Extended.
53	Halonix Technologies Pvt Ltd.	Section IX - Particular Conditions of Contract: Retention of Payment :	The proportion of payments retained is: 5% (Five percent). And it will be repaid to the successful bidder after Completion certificate is issued by EIC (which is issued after completion of successful installation of all LED's and CCMS complete in all respect including Infrastructure development) in the first two bill payments of the balance payable 50% to the bidder. The retention money of O&M will be paid when the Defects Liability Period has passed and the Engineer In Charge has certified that all Defects notified by the Engineer In Charge to the Contractor before the end of this period have been corrected	Section IX - Particular Conditions of Contract: Retention of Payment :	This clause may be read as: <u>Retention of payment:</u> "The proportion of security payments retained is: 5% (Five percent) of the Capex. And 50% of the same will be repaid to the successful bidder after Completion certificate is issued by EIC (which is issued after completion of successful installation of all LED's and CCMS complete in all respect including Infrastructure development) after 6 months of successful completion of the Capex portion and balance 50% of the security retained will be repaid after defect liability period i.e. 8 years. The retention money of O&M will be paid when the Defects Liability Period has passed and the Engineer In Charge has certified that all Defects notified by the Engineer In Charge to the Contractor before the end of this period have been corrected
54	Phillips Lighting India Ltd.		Technical specifications	Lum and driver should be of the same make.	As per RFP
55	Phillips Lighting India Ltd.	Technical specifications	Technical specifications	Both driver and Luminiare should be BIS approved. BIS certificate to be submitted at the time of tendering.	As per RFP

56	Phillips Lighting India Ltd.	Page-57, Annexure- B,	Memorandum of Understanding between Manufacturer and Authorized Dealers	Annexure B Memorandum of Understanding between Manufacturer and Authorized Dealers (On stamp paper of Rs.100/- duly notarized) THIS MEMORANDUM BETWEEN: Party No. ONE (Bidder)AND Party No. TWO M/s. (Manufacturer/ brand Owner of LED luminaires) who is meeting all the requisites as Specified in this RFP No. for the work of "Implementing Smart LED Street Lights and Centralized Control and Monitoring System on EPC Mode with Operation and Maintenance for 8(Eight) years in Municipal Corporation BATHINDA." With this Memorandum reached between Party ONE and Party TWO mentioned above, the Party No. ONE hereby undertakes that he will procure all the LED Street Lights required for the work detailed in the RFP Nofrom the Party No. TWO only. The Party No. TWO hereby undertakes to supply the LED Fixtures manufactured by them as per RFP No specifications during the whole period of the Contract to the party No. ONE. The Party No. TWO hereby also undertakes that it will stand guarantor for LED Street Lights supplied by them to Party No. ONE, if any component/ party needs any replacement or repair, they shall supply the same of good quality for replacement rectification, during the said Guarantee Period. The Party No. TWO stand unconditional guarantor for performance of the fitting/ Fixture supplied to party no. ONE as per the requirement of Tender called for the work of	As per RFP
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			"Implementing Smart LED Street Lights and	
			Centralized Control and Monitoring System on	
			EPC Mode with Operation and Maintenance of	
			8(Eight) Years in Municipal Corporation	
			BATHINDA".	
			The Party No. ONE undertakes to procure LED	
			Street Lights from Party No. TWO as per	
			specifications and in such a manner so as to	
			install the same as per time Schedule given for	
			installation in the above mentioned RFP for	
			which payment whatever payment to be	
			made to party No. TWO in whatever time	
			period as agreed between Party ONE and	
			TWO will be responsibility of Party No. ONE.	
			The Party No. ONE also undertakes to install	
			said LED Street Lights which will be procured	
			from Party No. TWO in manner as prescribed	
			by Party No. TWO for proper and safe	
			performance of such LED Street Lights.	
			Party No. TWO undertake to test the Street	
			Lights on random basis whenever directed by	
			MCB and certify that they are having	
			mandatory testing equipments for testing of	
			the LED to be supplied as per above RFP	
			specifications.	
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			The Party No. TWO also undertakes to Supply	
			the LED Street Light as per Specification and as	
			per time schedule as mentioned in the RFP	
			No of MCB to Party No. ONE.	
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			In case of non-performance of their	
			authorized dealer i.e. Party No. ONE during	
			Contract period at any stage, the	
			Manufacturer i.e. Party No. TWO shall execute	
			remaining part of the Contract till its	
L			remaining part of the contract till its	

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			completion directly on its own or through	
			their authorized dealer with prior approval	
			from MCB.	
			In case Manufacturer/ Authorized dealer fails	
			to execute their role and responsibility as	
			mentioned above or anywhere in the Tender/	
			RFP, MCB have right to blacklist the	
			manufacturer/authorized dealer for non -	
			performance and impose the penalty as per	
			above RFP Tender Conditions.	
			Authorized Signatory & Seal Authorized	
			Signatory & Seal	
			(On Behalf of the Manufacturer) (On Behalf of	
			the Authorized Dealer)	
			"Limitation of Liability" To the extent permitted by law and notwithstanding	
			anything else contained in this Contract, in no event,	
			whether based in contract or tort (including negligence)	
			or other legal theory shall either party, including	
			manufacturer, its officers, directors, affiliates or	
			employees be liable for incidental, consequential,	
			indirect, special or punitive damages of any kind, or for	
			loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out	
	51 111 1 1 1 1 1 I		of or in connection with this Contract or any related	
57	Phillips Lighting	Addition of Clause	contract. To the extent permitted by law and	As per RFP
_	India Ltd.		notwithstanding anything else contained in this	- F -
			Contract, in no event shall Contractor's or	
			Manufacturer's maximum aggregate liability on any	
			claim of any kind for any loss or damage or indemnity	
			including IPR, Risk Purchase arising out of or in connection with or resulting from this Contract or from	
			the performance or breach hereof exceed 20% of the	
			amounts actually paid by the Municipal Corporation of	
			Bhatinda. The parties agree that the limitation of	
			liability clause reflects a fair allocation of risks between	
			the parties."	

58	Phillips Lighting India Ltd.	Page -111,Liquidated damages:	For delay beyond the scheduled completion period of six months, liquidated damages equivalent to 0.5% of the total Contract Value for each week or part thereof shall be imposed. Maximum delay period shall be 8 weeks after which Termination of Contract can be initiated. • The maximum amount of liquidated damages for the whole of the Works is damages: The liquidated damages for delaying of Project 7.5% (Seven point Five percent) of the final Contract Price. • In case of continued default or shortfall in progress, the Engineer In Charge may go on further enhancing the levy of liquidated damages, each time limited to 1% (one percent) of the amount of contract per week of further default subject to maximum limit of 5 (five) percent of the Contract value. When maximum damages payable have arisen, the Employer may terminate the Contract.	Modified LD clause is as below: - For delay beyond the scheduled completion period of six months, liquidated damages equivalent to 0.5% of the total Contract Value for each week or part thereof shall be imposed. Maximum delay period shall be 8 weeks after which Termination of Contract can be initiated. The maximum amount of liquidated damages for the whole of the Works is 7.5% (Seven point Five percent) of the value of delayed supply of material.	As per RFP
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59	Phillips Lighting India Ltd.	Page-75, Guaranteed savings:	Guaranteed savings: The minimum guaranteed energy savings, with the installation of LED street lights, should be 59% (Fifty Nine percent). MCB will conduct monthly or annual reconciliation of readings provided by CCMS and DISCOM energy meters. If deviation between CCMS energy meter readings and DISCOM energy meter is more than 2% (two percent), then MCB or a third party appointed by MCB, will carry out on site measurement for verification. This deviation of 2% (two percent) is allowed only if the overall committed energy savings for the system is achieved.	The Energy Saving Guarantee to be calculated by table top measurement of each type of luminaire and then extrapolating it with the quantities. The savings shall be compared with the baseline as per tender and established between bidder and customer.	As per RFP.
60	Phillips Lighting India Ltd.	Page -72, Lux Level	Table 7.8.5: Recommended levels of illumination as per Bureau of Indian Standards, 1981	Since it is not a design-based tender, there shall be no guarantee for the lighting levels post installation and hence, it is simply an equivalent proposal in LED against shared conventional fixtures which are mentioned in the tender (including LED equivalent).	As per RFP
61	Phillips Lighting India Ltd.	RFP /Page -83	The 3-phase meter installed at the feeder panel shall be as per the specifications of PSPCL which are provided at Annexure (PSPCL 3-phase meter specifications).	Signify shall supply 3-phase smart meter compatible with the our CCMS and meeting all the requirement as mentioned in RFP page - 91. RFP Page -91(Class 1.0 accuracy Energy Meter with ISI marking/IS-13779 is to be used for power measurement. Type testing report from NABL Accredited Lab to be submitted) Please delete the clause (as per the specifications of PSPCL which are provided at Annexure (PSPCL 3-phase meter specifications).	As per Reply of MCB in Para No 19

62	Phillips Lighting India Ltd.	RFP / Table-17 /Operational function/Page -83	The CCMS unit should have a battery backup of at least 12 hours.	The CCMS supplied by Signify shall have battery backup of 10-15 minutes. The system sends all data on higher frequency timeline to the centralized cloud system and hence no local data storage is required. Please mentioned backup time as 10 minutes as the data is send on the cloud and no local data hoisting is done	As per RFP
63	Phillips Lighting India Ltd.	RFP / Table-17 /Energy & Measurement Communication/ Page -83	CCMS should have provision for incorporating monitoring and control of smart solutions like environmental meters, wifi hotspots, etc.	Our CCMS shall be dedicated to lighting switching only. Please delete this clause	As per RFP
64	Surya Roshni	Date of Extension	Date of Extension	Atleast 10 days should be given.	Already Extended.
65	Surya Roshni	Section IX - Particular Conditions of Contract: Retention of Payment :	The proportion of payments retained is: 5% (Five percent). And it will be repaid to the successful bidder after Completion certificate is issued by EIC (which is issued after completion of successful installation of all LED's and CCMS complete in all respect including Infrastructure development) in the first two bill payments of the balance payable 50% to the bidder. The retention money of O&M will be paid when the Defects Liability Period has passed and the Engineer In Charge has certified that all Defects notified by the Engineer In Charge to the Contractor before the end of this period have been corrected	It should be deducted only from O&M, not from payment of LED & CCMS	As per Reply of MCB in Para No 53
66	HPL	Date of Extension	Date of Extension	Date of should be extra 10 days for workout	Already Extended.

67	HPL	Section IX - Particular Conditions of Contract: Retention of Payment :	The proportion of payments retained is: 5% (Five percent). And it will be repaid to the successful bidder after Completion certificate is issued by EIC (which is issued after completion of successful installation of all LED's and CCMS complete in all respect including Infrastructure development) in the first two bill payments of the balance payable 50% to the bidder. The retention money of O&M will be paid when the Defects Liability Period has passed and the Engineer In Charge has certified that all Defects notified by the Engineer In Charge to the Contractor before the end of this period have been corrected	It should be deducted only from O&M, not from payment of LED & CCMS	As per Reply of MCB in Para No 53
68	Wipro LED	Section IX - Particular Conditions of Contract: Payment Schedule	 Payment Terms: 1. 50% (fifty percent) of quoted CAPEX amount shall be paid during the project execution period of 6 (six) months. Minimum billing shall be for 5,000 LED lights. 2. After successful commissioning of the Smart LED Street Lights and Centralized Control & Monitoring System (CCMS) and after issuance of certificate by Engineer in Charge, balance 50% (fifty percent) shall be paid in equated 60 (sixty) monthly installments spread over a period of 5 (five) years under Defect Liability and O&M period. 	Payments Should be released 90% after supply and 10% after erection in two installments. All participants supported the matter because it would not be possible for a company to block a huge money for 5 years	As per RFP

69	Anchor by Panasonic	Part 1 ITB: Bid Security (EMD) and mode of payment	 19.1 The Bidder shall furnish as part of its Technical Part of its Bid, a Bid Security as the amount and currency specified in the BDS. Employer (MCB) shall reject the Bid, which does not include the Bid Security. 19.2 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option: an irrevocable unconditional bank guarantee, issued by a Bank in favour of the Commissioner MCB. Bank Guarantee issued by any Scheduled/ Nationalized Bank will be accepted, provided that the bank has branch in Bathinda City. 	1. Currently the EMD is in the form of CASH, Kindly allow EMD in the form BG as well 2. Also share the format of BG	As per Reply of MCB in Para No 23
70	Anchor by Panasonic	Part 1 ITB	End Date: - Till: 11.03.2019, 09:00 AM	We request extension of minimum 21 days from the date of replies to pre bid queries	Already Extended
71	Anchor by Panasonic	Part 1 ITB	Submission of original documents	For submission of physical documents we request you to kindly consider 2 days additional time from the end date of online submissions	Date of Submission of original documents is 7 days from the date of opening of technical Bid

72	Anchor by Panasonic	Part 1 ITB	Duly executed Power of Attorney in favor of person who is submitting the Bid as specified in the BDS and shall be attached to the Bid. The following original documents should also be submitted physically in the Office of Commissioner, Municipal corporation Bathinda by time and date mentioned above and scanned copies of same should also be uploaded along with the technical Bid/ cover: Power of Attorney for appointing authorized representative and Letter of Technical Bid	Duly attested copy fo PoA shall be submitted along with the technical bid	As per RFP
73	Anchor by Panasonic	Section III	In case of Consortium arrangement, the Bidder has to submit the duly signed notarized MOU on Stamp Paper of Rs 1000 (Rupees One thousand only) along with the Technical Bid and each partner should have sufficient relevant experience independently to participate in the bidding.	Please accept a letter of Intent for forming a consortium by the consortium members instead of MoU. The successful bidder shall submit the required consortium MoU along with the PBG	As per RFP
74	Anchor by Panasonic	8. Financial Bid Parameter	Infrastructure Development Cost (IDC) – The successful bidder will be paid for the IDC @15% discount on approved Common Schedule of Rates(CSR) of 2010 of State of Punjab.	We request you to consider IDC at par with rates(CSR) of 2010 of State of Punjab	As per RFP

75	Anchor by Panasonic	Section IX - Particular Conditions of Contract: Payment Schedule	 Payment Terms: 1. 50% (fifty percent) of quoted CAPEX amount shall be paid during the project execution period of 6 (six) months. Minimum billing shall be for 5,000 LED lights. 2. After successful commissioning of the Smart LED Street Lights and Centralized Control & Monitoring System (CCMS) and after issuance of certificate by Engineer in Charge, balance 50% (fifty percent) shall be paid in equated 60 (sixty) monthly installments spread over a period of 5 (five) years under Defect Liability and O&M period. 	We request you to kindly increase the payment terms to 80% payment in 6 months after successful installation and the remaining 20% in five years	As per RFP
76	Anchor by Panasonic	Section VII - Works' Requirements	It is suggested & measured that Proposed LED wattages Luminaries result in better illumination levels than that with conventional lights and bidder has to maintain the LUX level as per the entire satisfaction of EIC.	Since the ratings and specs of luminaires have already been specified, request the employer to accept the results which will be in compliance to the specifications	As per RFP
77	Anchor by Panasonic	7.9 SCOPE OF WORK: Service Wire	Service Wire: The Successful Bidder has to install cable/wires (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable(usually 2.5 Sqmm or more as per requirement).	For lower ratings of LED the requirement of 1.5Sq mm Cu should be acceptable	The Clause may be read as " Service Wire: The Successful Bidder has to install cable/wires (each for phase and neutral) of required length for connection of luminaries to overhead conductor/ power supply cable(usually 1.5 Sq. mm or more as per requirement.
78	Anchor by Panasonic	7.9 SCOPE OF WORK: Bracket/Arm/Cla mps	Bracket/Arm/Clamps: In case these items are not available at existing locations or existing Bracket/Arm/Clamps are defective, then the same are to be supplied and installed by the Bidder and for this no extra charges will be payable.	Brackets / Arms / Clamps should be considered in IDC and not in DIC. This is the generally acceptable practise	Brackets / Arms / Clamps already considered in the IDC part

79	Anchor by Panasonic	7.9 SCOPE OF WORK: Earthing	Earthing: The provisions of IS-3043, may be referred to in general and to Clause no. 21.3, 21.4 and 32.5 of the said IS Specifications in particular. The Successful Bidder may carry out, at his own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaries. Wherever, in CCMS provision of additional earth electrode is felt necessary to meet the provision of IS: 3043, the same shall be taken up with MCB for mutual agreement. No claim for failure of Luminaries will be entertained on account of earthing issues.	Please consider Earthing as a part of IDC	Earthing is already considered in the IDC part
80	Anchor by Panasonic	7.10.1 Standard LED & Central Control & Monitoring System (CCMS) specifications	Enhanced maintenance operation: CCMS results in automatic identification of failures, real-time control of any individual lamp, increase lamp lifetime, reduce onsite maintenance costs; remove night patrols, automatic generation of alarms and notification to operations managers and crews to optimize their maintenance schedules.	Please re confirm weather real time control of any individual lamp is desired function or is it a group level control	As per RFP

81	Anchor by Panasonic	Section IX - Particular Conditions of Contract: Liquidated damages	The liquidated damages for delaying of Project: For delay beyond the scheduled completion period of six months, liquidated damages equivalent to 0.5% of the total Contract Value for each week or part thereof shall be imposed. Maximum delay period shall be 8 weeks after which Termination of Contract can be initiated. The maximum amount of liquidated damages for the whole of the Works is 7.5% (Seven point Five percent) of the final Contract Price. In case of continued default or shortfall in progress, the Engineer In Charge may go on further enhancing the levy of liquidated damages, each time limited to 1% (one percent) of the amount of contract per week of further default subject to maximum limit of 5 (five) percent of the Contract value. When maximum damages payable have arisen, the Employer may terminate the Contract.	Please accept max LD as 5% instead of 7.5%	As per RFP
82	Eveready	7.10.1 Table : Typical specifications for LED street lighting ; (r)	Driver Type: Potted Only	Kindly consider the driver type as Non Potted constant Current Driver instead of Potted specified as potted drivers are considerably used in windy areas (European countries) and easy to repair in field.	As per RFP
83	Eveready	7.10.1 Table : Typical specifications for LED street lighting ; (j)	System Efficacy for Luminaire	System Efficacy for Luminaire be Minimum 100Lm/w for 3000K to 3500K CCT Luminaires	As per RFP

84	SSK Group Extension of Bidding Date	Due to Elections Home work for tender was not done so you are requested to extend the bidding date for one week.	Already Extended.
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The rest terms and conditions remains same as per RFP document.