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Letter No 1902 / OREDA
PO-27/2022

Dated 09 . 06 . 2023

Clarification of consolidated queries received from bidders for e-tender notice no.-1339 dated 01.05.2023

Clarification of queries raised by bidders for e-tender Notice No.-1339, dated 01.05.2023 with respect to Request for Proposal (RFP) for providing Electric Vehicle Fleet Services on "Own, Operate and Maintain Basis" given in Annexure-1.

All the prospective bidders are also advised to kindly keep referring www.tenderwizard.com/OREDA and <https://oredaodisha.com> website for any updation before submission of their bids.

All other terms and conditions of the original tender document shall be remain same.

Yours faithfully


9.06.2023
Chief Executive

Clarification of consolidated queries received from bidders for e-tender notice no.-1339 dated 01.05.2023

RFP No. 1339
RFP Date 1st May 2023

Name of Work

Request for Proposal (RFP) for providing Electric Vehicle Fleet Services on "Own , Operate and Maintain Basis"

Sr. No	Clause No.	Clause	Query/ Suggestions	Rational	OREDA's Response	Addendum
1	3.2.1.4.h	In the event of any mechanical failure/ breakdown of e-cars where the Vehicles lay unused for a continuous period of 7 (seven) days or more after it's reporting to the SERVICE PROVIDER's Nodal Officer via email, OREDA shall not be liable to pay the lease rental for the period for which Vehicles lay unused.	Upto 30 days to be allowed for R&M work, post that replacement vehicle type (ICE / EV) rates can be applied		Please refer to amended clause 3.2.1.4 h	The clause is amended as follows: In the event of any mechanical failure/ breakdown of e-cars where the Vehicles lay unused for a continuous period of 15 (fifteen) days or more after it's reporting to the SERVICE PROVIDER's Nodal Officer via email, OREDA shall not be liable to pay the lease rental for the period for which Vehicles lay unused. However, the Bidder shall have to arrange for another vehicle (EV/ ICE) for the period the deployed vehicle is out of service.- In such cases, OREDA will pay to Bidder as per the rate either discovered through this tender or notification issued by the department of finance for the EV/ ICE vehicle, whichever is lower.
2			Locations (address list) of beneficiary office and home location to plan for EV Charging. Whether there will be fixed routes so that the charging infra can be planned accordingly.	This is required to prepare the costing of charging infra, number of chargers required for the each beneficiary location. Also we will need these addresses alongwith 12 hours and 24 hours vehicle count.	Details of the beneficiary along with the break-up of EVs required by each beneficiary is provided in Annexure A	
3			Premium SUVs : Premium SUVs management can be a problem due to low service support from OEM [MG/ BYD/ Hyundai]. Also Back-up vehicles for premium SUVs may not be possible	A) Also getting the service back-up from the OEMs for Premium SUV EV will be delayed due to non-availability of workshops in Bhubneshwar. Hence we request upto 30 days time for R&M work. B) As there are no presence of Premium SUV EV dealers in Bhubneshwar, we request you to please consider Mahindra XUV400 EV.	Please refer to amended clause 3.2.1.4 h For rest of the asks, tender condition shall prevail	
4			In case such breakdowns occur more than twice a year per vehicle, the Bidder shall be liable to an additional penalty of 3% of the annual rental per vehicle. Kindly relook at penalty parameters as EV tech is still in development stage in the country and it is really not possible to predict break-down for multiple issues. Also replacement vehicle will be given. Hence please waive this penalty clause.	We will need additional time for getting confirmation from OEM on the break-down probability to include in the costing.	Tender condition shall prevail	
5				We request you to consider dry run of Evs for Charging of vehicle and R&M to be considered as part of monthly package KMs (2,500 / 2,000 KMs).	Monthly package shall only consider running of vehicles to and from the office to pick or drop the officer or any field visit done by the officer.	
6			Timelines to provide replacement vehicles, as the vehicles will have to travel and reach to pick-up point.	Upto 30 days to be allowed for R&M work, post that replacement vehicle rates can be applied	Addendum issued for clause 3.2.1.4 h	
7			Replacement time in case the battery performance is reduced below 75% -- What is the time frame that will be allowed to us for replacing the battery	Upto 30 days to be allowed for battery replacement / repair &M work.	15 days as per clause 3.2.1.4 h	
8			Battery performance to be kept >=75% during the contract term	Considering the lithium battery technology currently available and used in the market, the battery capacity is bound to go-down over contract period. We request you to accept 50% performance limit for replacement of battery.	Tender condition shall prevail	
9			Whether the vehicle will be allowed to park and charged (slow charged) in non-duty hours at the beneficiaries location.	As per our discussion, the vehicles will be parked in the Beneficiary office locations during the night and we will be allowed to charge the same during parking.	Yes, the Bidder can charge the vehicle in the beneficiary premise during non office hours or when the vehicle is standing in the parking	
10			EV Meter timelines	We will need help in getting the EV tariff meters during one months timelines to keep the charging cost under control.	OREDA and the Beneficiary shall assist the Bidder in getting electricity connections	
11			Additional KM rate of INR 3 per KM	Additional extra KM rate to be increased basis the vehicle category as follows, considering the additional wear and tear of the vehicle: Hatchback: INR 5 per KM Sedan : INR 7 per KM Comp SUV: INR 9 per KM Prem SUV : INR 11 per KM	Tender condition shall prevail	
12			Driver should have a minimum experience of 3 years of driving LMV.	Request to reduce the experience to 1 year considering availability of the drivers.	Tender condition shall prevail	
13			Charging timing for 24 hours EV vehicles, which will be used by DISCOMS	We need to considering charging time for 24 hours EV vehicles, which will be used by DISCOMS, as prescribed by OEMs, there need to be slow and fast charging combination basis the running of EV. Please clarify the same via corrigendum.	Bidder may plan to install for charging points as per the locations identified by the Beneficiary for parking these vehicles,	
14			Fast charging facility by OREDA	Is it possible to have fast charging facility of OREDA, we are willing to pay per use.	As of now, OREDA is not operating any charging station. However, there are charging stations available in Odisha which the Bidder can collaborate with. However, the Bidder needs to ensure that no vehicle is out of service due to unavailability of charge	

15			Extension of Tender timelines	<p>We request for extension of tender submission timelines to Jun 30, 2023, due to following reasons:</p> <p>a) Currently we are in discussion with OEMs on the warranty and maintenance facilities at the Odisha locations and we are yet to receive the confirmations on the dealers having EV service station facilities.</p> <p>b) Also, the commercial registration approval is pending to be received from OEMs, which they will be able to confirm in next 15 days.</p> <p>c) We are yet to receive the details of beneficiary locations alongwith tentative vehicle count to plan for number of chargers required for the each beneficiary location.</p> <p>d) We are yet to identify the road side assistance partner for Odisha location.</p> <p>e) Also locations of beneficiary is required to identify the locations from where 3 year experience drivers to be hired.</p> <p>Hence, we request you to consider the extension.</p>	The online Bid submission date is extended till 16th June 2023 and hard copy of the Bid can be submitted till 19th June 2023. Technical Bid will be opened on 21st June 2023.	
16			<p>As per the current clause of Net-Worth 15 Crore, there would be very limited competition in the said tender which will be harmful to the Government, as you didn't get competitive pricing.</p> <p>So, we request you to please apply the standard policy for the said contract and we request you to amend the contract accordingly.</p>	<p>Net-Worth calculated is annualized of Bid Tender in many PSU's like GAIL, ONGC, IOCL which have standard format.</p> <p>i.e., Rs. 160 of total contract value for 5 years. Then, Contract Value – 160</p> <p>Annualized Bid – Contract Value / Years – 32</p> <p>Net-worth – 15% of contract value – 4.8</p> <p>Financial Criteria of ONGC, IOCL, NPCIL, and GAIL institute are attached for your reference.</p>	Tender condition shall prevail	
17			As per your contract, the contractor has to bid for 300 vehicles, and we suggest you split the minimum offer of 100 each or 150 each for the said contract. By doing so, you will have all risk into two or three contracts if one doesn't work then other would work, this is the standard format of all in PSU.		Tender condition shall prevail	
18			Here, the EMD amount, Purchase of vehicles amount, Security Deposit amount, huge manpower requirement, charging stations etc. all the risk should be mitigated to the bidder who awarded the contract.		Tender condition shall prevail	
19			Additional KM charges in amendment are very low, and also this was not mentioned in the Price bid.		Tender condition shall prevail.	
20			<p>As per the BEC standard clause of many state governments or PSU's like GAIL, ONGC, IOCL have standard practice where Net-Worth is calculated and is annualized of Bid Tender.</p> <p>For example, Rs. 150 is the total contract value for 5 years. then, Contract Value: 150</p> <p>Annualized Bid: 150/5= 30</p> <p>Net-Worth 15% of Annualized Bid: 4.5</p> <p>BEC Copy of ONGC, IOCL, and GAIL institute are attached for your reference.</p> <p>So, we request you, apply standard policy in the said contract and we request you to amend in the contract accordingly. Please keep 15% of the annualized contract value.</p>		Tender condition shall prevail	
21	4.2.1	The Bidder must possess established high standards for 'quality' and 'environment health and safety' in line with ISO 9001 and ISO 14001 certifications respectively in the name of the OEM				<p>Clause 4.2.1 is amended as follows:</p> <p>The Bidder must possess established high standards for 'quality' and 'environment health and safety' in line with ISO/TS 16949 and ISO 14001 certifications respectively in the name of the OEM</p>
22	4.3.3	The bidder should have on its payroll or under contractual obligations minimum 10 drivers.			The Bidder to submit an undertaking in this regard, confirming that the Bidder is meeting this criteria.	
23	4.3.4	The Bidder must have installed minimum of five (5) numbers of charging stations at various locations/sites (distinct geographical locations – not to be confused with number of chargers in one location) by themselves or in tie-up with Charging Station Operators.			The Bidder to submit documentary proof of the charging stations set up	
24		New Definition				<p>New Definition added</p> <p>Conflict of Interest A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other.</p>
25	1.3.4	New Clause				<p>After 1.3.4.3 a new clause 1.3.4.4 is added</p> <p>Clause 1.3.4.4 During the evaluation of price Bids, OREDA reserves the right to ask Bidders to justify their prices and the methodology used for calculating the quoted price</p>
26	1.3.4	New Clause				<p>After clause 1.3.4.4 a new clause 1.3.4.5 is added</p> <p>Clause 1.3.4.5 At any point of time if OREDA feels that the price quoted by the Bidder is at higher side then the estimated price by OREDA, it shall have the right to the price with the Bidder</p>

	2.1.7	The Bidder should quote monthly rental price for hatchback and the monthly charges to be paid for driver separately. Price of vehicles in the other segment shall be calculated by OREDA as follows: * Cumulative Price of Hatchback (quoted by Bidder): INR X/ month * Price of Sedan: INR 1.1 X/ month * Price of Compact SUV: INR 1.3 X/ month * Price of Premium SUV: INR 1.5 X/ month				The calculation of monthly rental is amended as follows * Price of Premium SUV: INR 1.6 X/ month
27	3.2.1.6	New Clause				After the clause 3.2.1.6 c and new clause has been added Clause 3.2.1.6 d The Bidder to ensure that all the vehicles offered have RTO registration in Odisha. Bidder can refer The Motor Vehicle Act, 1988 (and the subsequent amendments to it) for type of vehicle registration
28	4.1	New Clause				Clause 4.1.6 A Bidder including its Parent, Ultimate Parent, Affiliate, Group Company(ies) or any other Group Entity(ies) either bidding as Single Bidder or as a Consortium are allowed to participate in the Bid. In case of consortium/ joint venture, only the lead Bidder shall be submitting the bid and all the communications with OREDA will be done by the lead Bidder only. However, the lead bidder shall provide authorisation letter from other partners of the consortium/ JV. In case the Bidder is a consortium/ JV, the lead Bidder must have atleast 50% stake in that consortium/ JV. If the Bidder is a Consortium/ JV, it shall not be diluted/ dissolved till the contract period and no partner shall move out of the consortium/ JV. Upon liquidation or inability to operate by any of the partner of the Consortium/ JV, the responsibility under this RFP shall be transferred to the other partner. Only a single bid shall be submitted by one Bidder. Multiple bids submitted by the same Bidder including its Affiliates / Parent / Ultimate Parent /Group Companies shall make all the bids submitted by the group invalid. Bidder in Conflict of Interest (as defined in the RFS) with one another shall be liable for disqualification/ rejection under the sole discretion of OREDA

Department wise break-up of EVs

Annexure A

A Details of Beneficiary Entities within Cuttack, Puri & Bhubaneswar		Category wise Break-up of EV				
Sr. No	Name of Govt. Dept/PSUs/Agencies	No of EV to be adopted (A+B+C+D)	Hatchback EV (A)	Sedan EV (B)	Compact SUV EV (C)	Premium SUV EV (D)
1	OERC	2		1		1
2	EIC	6		3		3
3	OPTCL	10	10			
4	GRIDCO	3	3			
5	TPCODL	10	5	5		
6	TPNODL	234	13	10	211	
7	OREDA	1		1		
8	Dept. of Energy	3		2		1
9	Dept. of Industries	1		1		
10	FS & CW Dept.	1		1		
11	Finance Department	6	5	1		
12	Finance Department- Directorate of Treasuries and Inspection, Odisha, Bhubaneswar	1	1			
13	Finance Department- Directorate of Small Saving	1	1			
14	Home Department- Home (Election) Dept.	3		2		1
15	District Court Bargarh	3		3		
16	Other Departments	15	1	4	10	
	Total	300	39	34	221	6