



OREDA LIMITED

(Under the Department of Energy Government of Odisha)

(CIN No: U35105OD2024SGC045786)

(ISO 9001:2008 / ISO 14001:2004)

S/59, MANCHESWAR INDUSTRIAL ESTATE

BHUBANESWAR-751010, ODISHA

Website: www.oredaodisha.com E-mail: ceoreda@oredaorissa.com

EOI No.: 76/PD-189/2024, dated:09.01.2025

Expressions of Interest (Eoi) are invited from reputed consultancy for engagement of consultants/ consultancy agencies for detailed survey and preparation of “Feasibility Report for Grid connected Roof top solar power plants” to be installed on government buildings at different locations across the State.

Contact details:

OREDA LIMITED

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

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Notice Inviting Tender (NIT)

NIT No.: 76/PD-189/2024, dated:09.01.2025

Type of bidding: Domestic Competitive Bidding (DCB)

Mode of bidding: Open bidding, Single stage two envelope, E-bidding, E-Reverse Auction (if applicable)

OREDA Limited, hereinafter referred to as "OREDA" invites Expressions of Interest (Eoi) from reputed consultancy for engagement of consultants/consultancy agencies for detailed survey and preparation of "Feasibility Report for Grid connected Roof top solar power plants" to be installed on government buildings at different locations across the State.

The Schedule of Events is given below:

| Sl. No. | Events | Schedule |
|---------|---|----------------------------|
| 1. | Date of publication of EOI on E-procurement Website and OREDA Website | 10.01.2025 |
| 2. | Due date of submission of pre-bid queries as per the OREDA format | 16.01.2025 |
| 3. | Date and time of Pre-bid Meeting through virtual mode [link for pre bid meeting: Video call link: https://meet.google.com/qrv-roeh-tap | 18.01.2025, Time: 04.00 PM |
| 4. | Due date and time for submission of online copies of Bid. | 10.02.2025, Time: 5:30 PM |
| 5. | Due date and time for submission of hard copies of Bid. | 13.02.2025, Time: 5:30 PM |
| 6. | Due date and time for the opening of Technical Bid | 15.02.2025, Time: 4:00 PM |
| 7. | Due date for physical/ online presentation of the response made by the participants | To be intimated later |
| 8. | Due date and time for the opening of Financial Bid | To be intimated later |

The EOI providing requisite details about the bidding process shall be made available on the E-procurement Website (<http://www.tenderwizard.com/oreda>) on or before the due date mentioned above. The EOI will also be made available on the OREDA Website ([http:// www.oredaodisha.com](http://www.oredaodisha.com)) for viewing purposes only. The Bidders may write to OREDA at the email id ceoreda@oredaorissa.com, or contact at: 9111868247, Brahmananda Tarai, Assistant Director-Technical), OREDA Limited for any additional information, if needed.

The Bidders are also requested to contact the E-procurement Service Provider (M/s. TenderWizard) for online registration on the E-procurement Website. The Bidders may contact the Eprocurement Service Provider at 080-40482000/ 121/ 133/ 140 and +91 70085 21627 at any time during the office hours for any additional information

Note: OREDA reserves all the right to annul the bidding process and invite fresh Bids without liability or obligation for such invitation and without assigning any reasons.

Sd by

Chief Executive Officer, OREDA Limited

Disclaimer

To whomsoever it may concern, kindly note the following:

1. This EOI is meant for the exclusive purpose of bidding against this **EOI No.: 76/PD-189/2024, dated:09.01.2025**
2. and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
3. Though adequate care has been taken to prepare this EOI, the Bidder shall satisfy itself that the EOI is complete in all respect. Intimation of any discrepancy shall be given to OREDA immediately. If no intimation is received from any Bidder in their pre-bid queries, it shall be considered that the EOI is complete in all respects and has been accepted by the Bidder.
4. OREDA reserves all the right to modify, amend, or supplement this EOI by issuing Addendum from time to time in the interest of the Project.
5. OREDA reserves all the right to extend the timelines mentioned in the Schedule of Events of NIT by issuing Corrigendum from time to time in the interest of the Project.
6. While the EOI has been prepared in good faith, neither OREDA nor OREDA's employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions or absence herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, and completeness of this EOI, even if any loss or damage is caused by any act or omission on OREDA's part.
7. In case of any discrepancy in the documents uploaded on the websites of OREDA, e-Procurement website (www.tenderwizard.com/oreda), the documents uploaded on tender wizard website will prevail.

Exhibit

Definitions

The following definition and abbreviation shall have the meanings hereby assigned to them, as mentioned under the description herewith:

| Definitions and abbreviation | : | Description |
|---|---|---|
| AC | : | shall mean Alternating Current |
| Addendum | : | shall have the meaning ascribed to it in ITB Clause 1.2.3.3 |
| Affiliate | : | shall mean a company that, directly or indirectly, <ul style="list-style-type: none">• controls, or• is controlled by, or• is under common control with, a company developing a Project or a Member in a Consortium/ JV developing a Project; and control means ownership by one company of at least 50% (fifty percent) of the voting rights of the other company |
| Applicable Law | : | shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the EOI hereto, the standard set forth in this EOI here to, shall be deemed to be the standards under Applicable Laws |
| Appropriate Discom | : | shall mean the Discom having the substation located within its jurisdiction and the name of the Discoms in Odisha are given below: <ul style="list-style-type: none">• Tata Power Central Odisha Distribution Limited (TPCODL)• Tata Power Western Odisha Distribution Limited (TPWODL)• Tata Power Southern Odisha Distribution Limited (TPSODL)• Tata Power Western Odisha Distribution Limited (TPNODL) |
| Authorized Signatory | : | shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder |
| BDS | : | shall mean Bid Data Sheet |
| Beneficiary/ Beneficiary Department/ Procurer | : | shall have the meaning of the procurer of solar energy generated from RTS plants |
| Bid | : | shall have the meaning ascribed to it in ITB Clause |
| Bidder | : | the 'Solar Power Developer' setting up the RTS Solar Power Project in the premises of different beneficiaries |
| Clarification | : | shall have the meaning ascribed to it in ITB Clause 1.2.3 |
| "COD" or "Commercial Operation Date" | : | shall mean actual commercial operation date of the Project |
| Coercive Practice | : | shall have the meaning ascribed to it in ITB Clause 1.1.2 |
| Collusive Practice | : | shall have the meaning ascribed to it in ITB Clause 1.1.2 |
| Consortium/ Joint Venture (JV) | : | shall mean a group of two (2) or more Entities who will submit their Bid under this EOI |
| Corrigendum | : | shall have the meaning ascribed to it in ITB Clause 1.2.3.2 |
| Corrupt Practice | : | shall have the meaning ascribed to it in ITB Clause 1.1.2 |
| Day | : | shall mean the calendar day |
| DC | : | shall mean Direct Current |
| DCB | : | shall mean Domestic Competitive Bidding |

| Definitions and abbreviation | : | Description |
|---|---|---|
| Consultant for Detailed Survey, and Preparation of Feasibility Reports for Grid Connected Rooftop Solar Power Plants on Government buildings in Odisha. | : | shall mean <ul style="list-style-type: none"> company registered under The Indian Companies Act, 1956/ 2013; or partnership firm registered under The Indian Partnership Act, 1932; or sole proprietorship firm under the relevant laws in India; Consultant for Detailed Survey, and Preparation of Feasibility Reports for Grid Connected Rooftop Solar Power Plants on Government buildings in Odisha |
| DSC | : | shall mean Digital Signature Certificate |
| Effective Date | : | shall mean the effective date as mentioned in the PPA |
| Entity | : | shall mean the entity incorporated under the relevant acts in India (as applicable) and can be either a company or a partnership firm or a sole proprietorship firm |
| E-procurement Service Provider | : | shall mean State E-Procurement Website |
| E-procurement Website | : | shall mean www.tenderwizard.com/oreda |
| Equipment | : | shall mean the solar photovoltaic modules, inverters, transformers, transmission lines, etc. used in developing the Project |
| Fraudulent Practice | : | shall have the meaning ascribed to it in ITB Clause 1.1.2 |
| Government | : | shall mean Government of India or Government of Odisha, as applicable |
| INR | : | shall mean Indian Rupees |
| Integrity Violation | : | shall have the meaning ascribed to it in ITB Clause 1.1.2 |
| ITB | : | shall mean Instructions to Bidders |
| kW | : | shall mean kilo Watt in AC terms |
| kWp | : | shall mean kilo Watt peak in DC terms |
| Lead Member | : | shall mean the lead member of the Consortium/ JV, who has more than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as the lead member of the Consortium/ JV by the Other Members of the Consortium/ JV to represent them in the Bid, as per the terms of the EOI |
| Letter of Award or LoA | : | shall have the meaning ascribed to it in ITB Clause Error! Reference source not found. |
| Month | : | shall mean a calendar month |
| NIT | : | shall mean Notice Inviting Tender |
| Notified Capacity | : | shall mean the notified capacity as mentioned in Annexure Clause Error! Reference source not found. |
| Obstructive Practice | : | shall have the meaning ascribed to it in ITB Clause 1.1.2 |
| OREDA | : | shall mean Odisha Renewable Energy Development Agency |
| OREDA Website | : | shall mean http://oredaodisha.com/ |
| OREDA's Office Address | : | shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha. |
| OREDA's Official Email Id | : | shall mean ceoreda@oredaorissa.com |
| Other Members | : | shall mean the other member(s) of the Consortium/ JV, who have less than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as Other Members of the Consortium/ JV that will support the Lead Member of the Consortium/ JV to represent them in the Bid |
| Parent | : | shall mean a company, which holds not less fifty-one percent (51%) equity either directly or indirectly in the SPG developing the Project |
| PKI | : | shall mean Public Key Infrastructure |
| PPA | : | shall mean Power Purchase Agreement |
| Discovered Tariff | : | NA |

| Definitions and abbreviation | : | Description |
|-------------------------------------|----------|--|
| Project | : | Engagement of Consultant for Detailed Survey, and Preparation of Feasibility Reports for Grid Connected Rooftop Solar Power Plants on Government buildings in Odisha. |
| Project Site | : | Across Odisha four Discoms |
| Prudent Utility Practices | : | shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/ Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency; |
| PV | : | shall mean Photo Voltaic |
| QR | : | shall mean Qualification Requirement |
| Eoi | : | shall mean Expression of Interest |
| Schedule of Events | : | shall have the meaning ascribed to it in the NIT |
| SOW | : | shall mean the Scope of Work |
| Solar Power Generator or SPG | : | shall mean the Successful Bidder signing the PPA with beneficiary |
| Successful Bidder | : | shall mean the Bidder to whom OREDA will issue the LoA |
| Tax | : | shall mean all taxes and duties pursuant to any Applicable Laws (whether currently in force or coming into force on or after the last date for submission of online Bid), including, all goods and services tax, tax on the sale of goods (which includes but is not limited to customs duty, anti-dumping duty, basic customs duty, safeguard duty and import duties), duties, but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty or any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees and further includes any interest, surcharge, penalty or fine in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above |
| Ultimate Parent | : | shall mean a company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates |
| UTR | : | shall mean Unique Transaction Reference number |
| Year | : | shall mean the calendar year |

Interpretation

In the Bidding Document, except where the context requires otherwise:

- I. words indicating one gender include all genders.
- II. words indicating the singular also include the plural, and words indicating the plural also include the singular;
- III. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- IV. “written” or “in writing” means hand-written, type-written, printed, or electronically made, and resulting in a permanent record; and
- V. The marginal words and other headings shall not be taken into consideration in the interpretation of these conditions.

- VI. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- VII. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- VIII. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- IX. The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

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1. Instruction to Bidders (ITB)

Section 1 (ITB) provides a general overview and contents of EOI along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of letter of intent, and execution of Power Purchase Agreement (PPA), etc. Section 1 (ITB) shall be read in conjunction with Section 2 (BDS) and other provisions listed therein, shall be a complete document expressing all terms and conditions. In case of any interpretation issues, Section 2 (BDS), including any associated Addendum, Corrigendum, and Clarification, will supersede Section 1 (ITB).

1.1. General

1.1.1 Scope of EOI

- 1.1.1.1 In connection with NIT No.: 76/PD-189/2024, dated:09.01.2025 OREDA issues this EOI containing all the terms and conditions mentioned herein.
- 1.1.1.2 The EOI, along with the NIT and any Addendum, Corrigendum, and Clarification, to be issued from time to time, shall be collectively termed as the Bidding Document. Such a Bidding Document shall be published on the E-procurement Website. Such a Bidding Document shall also be uploaded on OREDA Website, but only for viewing purposes.
- 1.1.1.3 The detailed SOW, including the associated NIT No.: 76/PD-189/2024, dated:09.01.2025 and other details, are specified in Section 2 (BDS).

1.1.2 Integrity Violation

- 1.1.2.1 The Bidder observes the highest standard of ethics all the time.
- 1.1.2.2 OREDA defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another Party;
 - b) "Fraudulent Practice" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a Party to obtain a financial or other benefit or to avoid an obligation;
 - c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any Party or the property of a Party to influence improperly the actions of the other Party;
 - d) "Collusive Practice" means an arrangement between two or more Parties designed to achieve an improper purpose, including influencing the actions of other Party improperly;
 - e) "Obstructive Practice" means
 - i. deliberately destroying, falsifying, altering, or concealing of evidence material to OREDA's investigation;
 - ii. making false statements to investigators to materially impede OREDA's investigation;
 - iii. failing to comply with requests to provide information, documents, or records in connection with OREDA's investigation;
 - iv. threatening, harassing, or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - v. materially impeding OREDA's contractual rights of audit or access to information;
 - f) "Integrity Violation" is an act which violates OREDA's policies, including (a) to (e) given above in the ITB Clause 1.1.2.1 and the following abuse, conflict of interest, retaliation against whistleblowers or witnesses, and other violations of OREDA's policies, including failure to adhere to the highest ethical standard.
- 1.1.2.3 OREDA will reject a Bid if it determines that the Bidder has, directly or indirectly through an agent, engaged in Integrity Violation including but limited to any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, and Obstructive Practice;

1.1.2.4 OREDA will impose remedial actions on any Bidder or an individual, at any time, in accordance with its policies and guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in OREDA-managed, -administered, or -supported activities or to benefit from an OREDA-managed, -administered, or -supported, financially or otherwise, if it at any time determines that the Bidder or individual has, directly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation; and

1.1.2.5 OREDA will have the right to inspect the accounts, records, other documents, etc., of the Bidders and relating to the Bid submission and to have them audited at any point in time.

1.2 Contents of the EOI

1.2.1 Sections of the EOI

1.2.1.1 The EOI consists of the following Sections as indicated below and should be read in conjunction with the NIT and any Addendum, Corrigendum and Clarification.

- g) Exhibits
 - i. Definitions
 - ii. Interpretations
- h) Section 1 – Instructions to Bidders (ITB)
- i) Section 2 – Bid Data Sheet (BDS)
- j) Section 3 –Scope of Work (SOW)
- k) Section 4 –Qualification Requirement (QR)
- l) Section 5 – Annexure

1.2.1.2 OREDA is not responsible for the completeness of the Bidding Document if it was not obtained directly from the E-procurement Website.

1.2.1.3 The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

1.2.2 Clarification on EOI, Site Visit, and Pre-Bid Meeting

1.2.2.1 A prospective Bidder requiring any clarification on the EOI shall contact at OREDA's Office Address or write to OREDA's Official Email Id, before the pre-bid meeting, in accordance with ITB Clause 1.2.2.1. The queries shall be raised as per the format provided in Annexure Clause 5.16.

1.2.2.2 The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's designated representative may attend the pre-bid meeting. The purpose of the pre-bid meeting is to clarify issues and prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. OREDA may respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.

1.2.2.3 The Clarification against the queries raised, without identifying the source of the prospective Bidder, may be uploaded on the E-procurement Website and OREDA Website. Any modification to the EOI shall be made by OREDA exclusively through the issue of an Addendum.

1.2.2.4 Non-attendance at the pre-bid meeting will not be a cause for the disqualification of a Bidder.

1.2.2.5 The Bidder is advised to visit and examine the Project Site and its surroundings to obtain all information necessary for the preparation of the Bids, as applicable. The cost of visiting the Project Site shall be at the Bidder's own expense.

1.2.2.6 The Bidder and any of its personnel and/ or agents will be granted permission by OREDA to enter the Project Site for such visit if applicable, but only upon the express condition that the Bidder, its personnel, and/ or agents will release and indemnify OREDA and its personnel, agents, etc. from and against any liability in respect thereof, and the Bidder shall be responsible for any death or personal injury, loss of or damage to property, and any other loss, damage, costs, expenses, etc. incurred as a result of the inspection during the visit to the Project Site.

1.2.3 Addendum, Corrigendum, and Clarification to the EOI

- 1.2.3.1** At any time, prior to the deadline for submission of Bids, OREDA may issue an Addendum, Corrigendum, and Clarification.
- 1.2.3.2** OREDA may, at its discretion, extend the deadline for the submission of Bids by issuing a Corrigendum to give prospective Bidders reasonable time in preparing their Bids. At any point in time, the latest Corrigendum will supersede the Schedule of Events mentioned in the NIT or any previously issued Corrigendum.
- 1.2.3.3** OREDA may, at its discretion, modify or change any specific provisions of terms and conditions of the EOI or any Addendum issued previously by issuing an Addendum for such specific provisions. At any point in time, the provisions provided against a specific Clause in the latest Addendum shall supersede such provisions already provided in the EOI or any previously issued Addendum.

1.3 Preparation of Bids

1.3.1.1 Cost for Preparation of Bid

The Bidder shall bear all the costs associated with the preparation and submission of the Bid, and OREDA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.1.2 Language of Bid

The Bid, as well as all correspondence and documents for any communications exchanged by the Bidder and OREDA, shall be written in the English language only.

Any supporting documents and printed literature that are part of the Bid may be submitted in another language provided they are accompanied by an accurate translation of the relevant passages in the English language only, in which case, for purposes of interpretation of the Bid, such English translation shall govern. In case of any misrepresentations in the English language vis-à-vis another language, OREDA, at its discretion, can reject the Bid submitted by the Bidder on the ground of misrepresentation of the information.

1.3.1.3 Documents Comprising the Bid

The Empanelment Bid shall comprise of the Technical Bid. The Technical Bid shall be submitted online pursuant to ITB Clause, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copies of the Bid shall be submitted pursuant to ITB Clause 0 at OREDA's Office Address

The online submission of the application shall comprise the following:

| Bid Form | Particulars |
|--|--|
| Bid Form 1 (Covering Letter of Technical Bid) | <p>Copy of the "Covering Letter of Technical Bid" duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 1 of Section 5(Annexure).</p> |
| Bid Form 2 (Bid Processing Fee) | <p>Copy of the "e-payment" for an amount and other details as mentioned in Section 2 (BDS) already made by the Bidder as per the various e-payment options (credit card, debit card, net banking, etc.) available on the E-procurement Website towards "Bid Processing Fee".</p> <p>This shall be a non-refundable fee. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p> |
| Bid Form 3 (Cost of Bid) | <p>Copy of the "Demand Draft" for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards "Cost of Bid" issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> |

| Bid Form | Particulars |
|---|--|
| | <p>This shall be payable by all the Bidders, subject to any exemption. In case of an exemption as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 5 (Annexure).</p> |
| Bid Form 4 (Bid Security) | <p>Copy of the “Demand Draft” or “Fixed Deposit Receipt” or “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This shall be a refundable fee, subject to the various provisions.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 5 (Annexure).</p> |
| Bid Form 5 (Technical Qualification) | <p>Copy of the “Work Experience” duly signed by the Authorized Signatory and stamped by the Bidder along with the required attachments as given therein.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 5 of Section 5 Annexure.</p> |
| Bid Form 6 (Financial Qualification) | <p>Copy of the “Financial Qualification” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification as given in in the EOI.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 6 of Section 5(Annexure).</p> <p>Copy of the last three (3) assessment year’s “Income Tax Return” filing document</p> |
| Bid Form 7 (Self-Certificate-1) | <p>Copy of the declaration of the “Self-certificate” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Section 5(Annexure).</p> |

| Bid Form | Particulars |
|--|--|
| Bid Form 8 (Power of Attorney) | <p>Copy of the "Power of Attorney" issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 8 of Section 5(Annexure).</p> |
| Bid Form 9 (Self-certificate-2) | <p>Copy of the declaration of the "Self-certificate" duly signed by the Authorized Signatory and stamped by the Bidder and notarized by the appropriate authority to declare that it neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder during last 05 (five) years.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 9 of Section 5(Annexure).</p> |
| Bid Form 10 (Income Tax Return) | <p>Copy of the last three (3) assessment year's "Income Tax Return" filing document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 5 (Annexure).</p> |
| Bid Form 11 (Declaration on the event of default) | <p>Copy of the declaration of the "Vendor in the event of Default" duly signed by the Authorized Signatory and stamped by the Bidder and notarized by the appropriate authority to declare that it will not misuse or violate the Registration letters in the event of default will result in penalties and actions.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 11 of Section 5(Annexure).</p> |
| Bid Form 12 (Registration details) | <p>Copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 12 of Section 5(Annexure).</p> |
| Bid Form 13 (PAN) | <p>Copy of the PAN card of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 13 of Section 5(Annexure).</p> |
| Bid Form 14 (GST Certificate) | <p>Copy of the "GST Certificate" of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 14 of Section 5(Annexure).</p> |
| Bid Form 15 (Price Proposal) | <p>Copy of the "Price Proposal" duly filled and to be uploaded on the e-tendering portal.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 5(Annexure).</p> <p>The price bid is a mandatory submission and shall be submitted in Microsoft xls. or .xlsx format only through e-tender portal.</p> |

The original hardcopy of the Bid shall be submitted in sealed cover envelope comprise the following:

| Bid Form | Particulars |
|-----------------------------------|---|
| Bid Form 3 (Cost of Bid) | <p>Original of the “Demand Draft” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Cost of Bid” issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 5 (Annexure).</p> |
| Bid Form 4 (Bid Security) | <p>Original of the “Demand Draft” or “Fixed Deposit Receipt” OR the “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”.</p> <p>In case of a Demand Draft/ Fixed Deposit Receipt, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 5 (Annexure).</p> |
| Bid Form 8 (Power of Attorney) | <p>Original of the “Power of Attorney” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 8 of Section 5 (Annexure).</p> |

1.3.1.4 For online submission of the Technical Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column “Bid Form” given in in the EOI. **For example, the name of the online copy while uploading Form 1 shall be “Bid Form 1 (Covering Letter of Technical Bid)”** to be submitted either in .pdf or .jpg or .jpeg format.

1.3.1.5 The Bid Forms must be submitted without any alterations to the text, and no substitutes shall be accepted in whatsoever condition, else the Bids shall be liable for rejection.

- 1.3.1.6 In case a submission is a mandatory submission as per all terms of the Bidding Document then the Bidder shall adhere to the same, else the Bids shall be liable for rejection.

1.4 *Submission of Bid*

- 1.4.1.1 The Bid Form as given in the EOI or any electronic form, if any and as available on the E-procurement Website, or any external form in Microsoft .xls or .xlsx format for the Technical Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB, unless a specific instruction provided therein in the EOI Document.
- 1.4.1.2 The original documents of the Bid shall be typed or written in indelible ink and shall be signed by the Authorized Signatory supported by the seal of the Bidder. In case the original documents are issued by any third party (for example - the chartered accountant, etc.) then the same shall be signed by a person duly authorized to sign on behalf of the third party supported by the seal of the third party along with other details as required.
- 1.4.1.3 The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.
- 1.4.1.4 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 1.4.1.5 For online submission of the Technical Bid and Price Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column "Bid Form" given in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4. **For example, the name of the online copy while uploading Form 1 shall be "Bid Form 1 (Covering Letter of Technical Bid)"** to be submitted either in .pdf or .jpg, or .jpeg format.
- 1.4.1.6 The Bid Forms must be submitted without any alterations to the text, and no substitutes shall be accepted in whatsoever condition, else the Bids shall be liable for rejection.
- 1.4.1.7 In case a submission is a mandatory submission as per all terms of the Bidding Document, then the Bidder shall adhere to the same, else the Bids shall be liable for rejection.

1.4.2 **Bid Prices**

- 1.4.2.1 The Bidder shall fill in the Price Bid in line with the instructions mentioned in the Price Bid format as given under **Bid Form 15**.
- 1.4.2.2 The Bid prices in the Price Bid shall be made on the Project Site basis, which means that the Bidder shall be responsible for bringing all Equipment to be used in this Project at the Project Site and maintain it in their safe custody as per the terms and conditions of the EOI.

1.4.3 **Currencies of Bid and Payment**

- 1.4.3.1 The Price Bid shall be quoted by the Bidder entirely in the currency "**Indian Rupees**" or "INR".

1.4.4 **Period of Validity of Bids**

- 1.4.4.1 Bids shall remain valid for the time period specified in Section 2 (BDS) from the last date of Bid submission as prescribed in the NIT or its subsequent Corrigendum. A Bid valid for a shorter period than the above shall be liable for rejection.
- 1.4.4.2 In exceptional circumstances, prior to the expiration of the Bid validity period, OREDA may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 1.4.5, it shall also be extended suitably beyond the deadline of the extended validity period on a mutual basis beyond the initial validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

1.4.5 **Bid Security**

- 1.4.5.1 The Bidder shall furnish Bid Security as per the Bid Form 2 pursuant to ITB Clause 1.3.3.2
- 1.4.5.2 Unless otherwise specified in Section 2 (BDS), any Bid not accompanied by a fully compliant Bid Security in case one is required security in accordance with ITB Clause 1.4.5.1 shall be liable for rejection by OREDA as a non-responsive Bid.

- 1.4.5.3** If a Bid Security is specified pursuant to ITB Clause 1.4.5.1, the Bid Security of unsuccessful Bidders may be returned within a time period of sixty (60) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 2.1.10
- 1.4.5.4** If a Bid Security is specified pursuant to ITB Clause 1.4.5.1.10, the Bid Security of the Successful Bidder may be returned within a time period of sixty (60) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB clause 2.1.10
- 1.4.5.5** The Bid Security received against the previous EOIs shall not be adjusted towards the Bid Security to be submitted against this EOI.
- 1.4.5.6** The Bid Security shall be forfeited,
- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
 - b) if the Successful Bidder fails
 - i. For provide the data in the Annexure-I
 - ii. furnish the Performance Security pursuant to ITB Clause; or
 - iii. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.4.6

1.4.6 Format and Signing of Bid

- 1.4.6.1** The Bid Form as given in ITB Clause 1.3 or any electronic form, if any and as available on the E-procurement Website, or any external form in Microsoft .xls or .xlsx format for the Technical Bid and the Price Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB clause 1.4.1.1, unless a specific instruction provided therein in the Bidding Document.
- 1.4.6.2** The original documents of the Bid shall be typed or written in indelible ink and shall be signed by the Authorized Signatory supported by the seal of the Bidder. In case the original documents are issued by any third party (for example - the chartered accountant, etc.) then the same shall be signed by a person duly authorized to sign on behalf of the third party supported by the seal of the third party along with other details as required.
- 1.4.6.3** The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.
- 1.4.6.4** Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

1.5 Submission and Opening of Bids

1.5.1 Sealing and Marking of Bids

- 1.5.1.1** The Technical Bid and Price Bid shall be submitted as per the procedures mentioned in Section 2 (BDS).

1.5.2 Deadline for submission of Bids

- 1.5.2.1** The Bids must be submitted to OREDA through E-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum.
- 1.5.2.2** OREDA may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in accordance with ITB, in which case all rights and obligations of OREDA and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.5.3 Late Bids

OREDA shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid (either online or offline) received by OREDA after the deadline for submission of Bids shall be declared as a late Bid. Such late Bids shall be liable for rejection online, and the online copy of the Bid uploaded on the e-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hardcopies in the original form shall be returned unopened to the Bidder.

The acceptance or rejection of the bid rests solely with the committee members designated by OREDA.

1.5.4 Withdrawal, Substitution, and Modification of Bids

- 1.5.4.1** A Bidder may withdraw, substitute, or modify its Technical Bid after it has been submitted as per the procedure mentioned in the E-procurement Website and as per the instructions mentioned in ITB.
- 1.5.4.2** No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of Bid validity period specified by the Bidder on the Covering Letters of Technical Bid or any extension thereof as per the terms of Bidding Document.
- 1.5.4.3** Bidder may modify or withdraw their Bids through the relevant provisions on the E-procurement Website until the last date for submission of Bid as per the timelines mentioned in the NIT or any Corrigendum.
- 1.5.4.4** The Bidders may modify, resubmit, or withdraw their Bids as per the provisions given on the E-procurement Website.
- 1.5.4.5** In the case of original hard copies of the Bidder, such Bids will be considered based on the latest submission made by the Bidder. In such a case, any previous original hard copies shall be returned unopened to the Bidder.

1.5.5 Bid Opening

a) Online Technical Bid:

- I. OREDA shall open the online Technical Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.

b) Hardcopies of Technical Bid:

- I. OREDA shall open the hardcopies of the Technical Bids at OREDA's Office Address as per the timelines mentioned in the NIT or any Corrigendum. Such Technical Bid shall be opened in the presence of Bidders' designated representatives who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.
- II. The Bidders' representatives who are present during the opening of hardcopies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

c) OREDA shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.

1.5.6 Withdrawal, Substitution, and Modification of Bids

- 1.5.6.1** A Bidder may withdraw, substitute, or modify its Technical Bid or Price Bid after it has been submitted as per the procedure mentioned in the E-procurement Website and the instructions mentioned in ITB Clause 1.4.1.1
- 1.5.6.2** No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of Bid validity period specified by the Bidder on the Covering Letters of Technical Bid and Price Bid or any extension thereof as per the terms of Bidding Document.
- 1.5.6.3** Bidder may modify or withdraw their Bids through the relevant provisions on the E-procurement Website until the last date for submission of Bid as per the timelines mentioned in the NIT or any Corrigendum.
- 1.5.6.4** The Bidders may modify, resubmit, or withdraw their Bids as per the provisions given on the E-procurement Website.

1.5.6.5 In the case of original hard copies of the Bidder, such Bids will be considered based on the latest submission made by the Bidder. In such a case, any previous original hard copies shall be returned unopened to the Bidder.

1.5.7 Acceptance/ rejection of the Bids

1.5.7.1 The Bids submitted by the Bidders shall be liable for rejection in case

- a) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online or hardcopy submission of Technical Bid pursuant to ITB Clause 1.3. and ITB Clause 1.3.3
- b) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause **Error! Reference source not found.**
- c) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause 1.3.3
- d) Late Bids received as per ITB Clause 1.5.3
- e) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
- f) The Bids are found non-responsive pursuant to all the relevant clauses in the Bidding Document.

1.5.8 Bid Opening

1.5.8.1 Technical Bid (Online and hard copies)

- a) **Online Technical Bid:**
 - i. OREDA shall open the online Technical Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.
- b) **Hardcopies of Technical Bid:**
 - i. OREDA shall open the hard copies of the Technical Bids at OREDA's Office Address as per the timelines mentioned in the NIT or any Corrigendum. Such Technical Bid shall be opened in the presence of Bidders' designated representatives who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.
 - ii. The Bidders' representatives who are present during the opening of hard copies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- c) OREDA shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.

1.5.8.2 Price Bid (online):

- a) OREDA shall conduct the opening of the Price Bids for all Bidders who are responsive in their Technical Bids after the evaluation being conducted by OREDA pursuant to ITB Clause 1.6.
- b) The Price Bids shall be opened online after the complete evaluation of the Technical Bids by OREDA. OREDA shall open the online Price Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.

1.6 Evaluation and Comparison of Bids

1.6.1. Confidentiality

- 1.6.1.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation for the issue of Empanelment Order, shall not be disclosed to Bidders or

any other persons not officially concerned with such process until information on the issuance of Empanelment Order is communicated to all Bidders, unless it is specifically required by OREDA to do such disclosure as per the specific requirements.

1.6.1.2 Any attempt by a Bidder to influence OREDA's decision in the evaluation of the Bids or issuance of Empanelment Order may result in the rejection of its Bid.

1.6.1.3 Notwithstanding the above ITB Clause, from the time of Bid opening to the time of issuance of Empanelment Order, if any Bidder wishes to contact OREDA on any matter related to the bidding process, it may do so in writing only.

1.6.2 Clarification of Bids

1.6.2.1 To assist in the examination, evaluation, and comparison of the Techno-commercial Bid, OREDA may, at its discretion, ask any Bidder for a clarification of its Bid. OREDA's request for clarification and the response shall be in writing only. No change in the substance of the Techno-commercial Bid shall besought, offered, or permitted. OREDA reserves all the rights to evaluate any such response received from the Bidder based on the clarification to be sought.

1.6.2.2 If a Bidder does not provide clarification of its Bid by the date and time set in OREDA's request for clarification, such Bid shall be liable for rejection.

1.6.3 Examination of Techno-commercial Bids

1.6.3.1 OREDA shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3 for online submission and ITB Clause 1.3 for hardcopy submission have been provided in order to assess the completeness of the Technical Bid.

1.6.3.2 OREDA shall confirm that all the requirements have been provided in the Technical Bid in all respect. If any of the documents or information is missing, the Bid shall be liable for rejection.

1.6.4 Responsiveness of Techno-commercial Bid

1.6.4.1 OREDA's determination of a Technical Bid's responsiveness shall be strictly based on the contents of the Technical Bid, as mentioned in ITB Clause 1.3 and ITB Clause 1.3.

1.6.4.2 If a Bid is not responsive to the requirements of the EOI, it shall be liable for rejection by OREDA and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

1.6.5 Qualification of the Bidder

1.6.5.1 OREDA shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying requirements specified in Section 4 (QR).

1.6.5.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 1.3.

1.6.5.3 An affirmative determination shall be a pre-requisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in the disqualification of the Bid.

1.6.6 Evaluation and comparison of Bids

1.6.6.1 OREDA shall compare all responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Clause 1.5

1.6.7 OREDA's right to accept any Bid, and to reject any or all Bids

OREDA reserves all the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time prior to the issue of Work Order, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further

for evaluation. In such a case, the hard copies in the original form shall be returned unopened to the Bidder.

1.6.8 Opening of Financial Bids

1.6.8.1 The Bidders shall quote the total price for the assignment as per the financial bid format for each of the DISCOMs they are participating.

1.6.8.2 The quoted total price shall be exclusive of applicable GST.

1.6.9 OREDA's right to accept any Bid, and to reject any or all Bids

1.6.9.1 OREDA reserves all the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time prior to the issue of Work Order, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hard copies in the original form shall be returned unopened to the Bidder.

1.7 Work Order

1.7.1. Award Criteria

1.7.1.1. The various categories of the Bidders considered in this Bidding Document are mentioned in Section 2 (BDS).

1.7.1.2. The Successful Bidders for empanelment shall be selected as per the procedures mentioned in Section 2 (BDS).

1.7.2. Issue of Letter of Award

1.7.2.1. Prior to the expiry of the period of Bid validity, OREDA shall notify the Qualified Bidder(s), in writing, that its Technical Bid has been accepted. At the same time, OREDA may also notify all other Bidders of the results of the bidding. In addition, OREDA may publish the results on the OREDA Website and E-procurement Website.

1.7.2.2. OREDA shall issue a Letter of Intent to all selected bidder, as per LOI Form 1 under Section 7 (Annexure), subject to the Bidder whose Price Bid has been determined to be the lowest evaluated (L1) Bid and is responsive to the Bidding Document. Further, the quoted price is subject to approval from the authorities of OREDA or Department of Energy, GoO. The Bidder is also determined to be qualified for the issuance of Letter of Intent satisfactorily.

1.7.2.3. Upon receiving the Letter of Intent, the Successful Bidder shall fulfil all other requirements given under the Letter of Intent and submit the below mentioned critical documents within a maximum time period of fifteen (15) Days from the date of Letter of Intent and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

1.7.2.4. A Bid shall be rejected if the qualification criteria and Evaluation Criteria mentioned in the EOI are no longer met by the Bidder whose offer has been determined to be the lowest Financial Bid. In this event OREDA shall proceed to the next lowest Financial Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

1.7.2.5. A Single Bidding firm can be awarded more than one DISCOM Area as per the L1 price.

1.7.1 OREDA's Right to change the deliverables defined under scope of Work

1.7.2.1 During the execution of contract, OREDA reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables defined under the Scope of Work. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.

1.7.3 Notification of Award

- 1.7.3.1 Prior to the expiration of the period of bid validity, OREDA shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
- 1.7.3.2 Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
- 1.7.3.3 Within 15 days of LOA, the Consultant Firm shall sign, date, and return the LOA copy to OREDA as acknowledgment.

1.7.4 Contract Performance Bank Guarantee

- 1.7.4.1 Within 15 days of the issue of LOI, the successful Bidder shall furnish the Contract Performance Bank Guarantee.
- 1.7.4.2 Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award. In that event OREDA may award the Contract to the next lowest Bidder at their quoted price, whose offer is substantially responsive and is determined by OREDA to be qualified to perform the Contract satisfactorily.

2 Bid Data Sheet (BDS)

Section 2 (BDS) shall supplement the Clauses mentioned in Section 1 (ITB). Whenever there is a conflict or interpretation issue, the provisions herein shall prevail over those in Section 2 (BDS). The Clause number of Section 2 (BDS) is the corresponding Clause number of Section 1 (ITB).

2.2 Specific provisions of ITB

| Clause No. | Detailed Clause | | | | | | | | | | | | |
|--------------|---|--------|------------------|--------|-----|--------|-----|--------|-----|--------|-----|--------------|-------------|
| 2.1.1 | Purpose: Expressions of Interest (EOI) from reputed consultancy for engagement of consultants/consultancy agencies for detailed survey and preparation of "Feasibility Report for Grid connected Roof top solar power plants" to be installed on government buildings at different locations across the State. | | | | | | | | | | | | |
| 2.1.2 | The pre-bid meeting shall be conducted through an online pre-bid meeting/physical mode in the conference hall of OREDA, Bhubaneswar | | | | | | | | | | | | |
| 2.1.3 | EOI validity period: One hundred and eighty days (180) Days from the last date of Bid submission. | | | | | | | | | | | | |
| 2.1.4 | <p>Procedure for submission of Bid:</p> <ul style="list-style-type: none"> a) The Consumers from CD above 50kW bifurcated based on the 4 DISCOM Licensee Area. b) Each of the consumer mentioned in the above table will have a contracted demand more than 50kW. c) The bidders can participate in all 4 DISCOMs. d) The Bidders shall quote the individual building price for the assignment as per the financial bid format for each of the DISCOMs they are participating. e) A single L1 Price will be discovered for each DISCOM. f) The quoted total price shall be exclusive of applicable GST. <table border="1"> <thead> <tr> <th>DISCOM</th><th>No. of Buildings</th></tr> </thead> <tbody> <tr> <td>TPCODL</td><td>498</td></tr> <tr> <td>TPWODL</td><td>469</td></tr> <tr> <td>TPNODL</td><td>232</td></tr> <tr> <td>TPSODL</td><td>303</td></tr> <tr> <td>Total</td><td>1502</td></tr> </tbody> </table> <p>The total no of buildings can be increase or decrease cumulatively across all the DISCOMs.</p> <p>The EOI response shall be submitted to e-tender portal and in hard copy either through post or by hand.</p> <p>The No. of the Buildings might increase or decrease depending on the requirement from the department.</p> <p>List of buildings are enclosed at the annexure-I.</p> <p>Note: A Single Bidding firm can be awarded more than one DISCOMs Licensee area.</p> | DISCOM | No. of Buildings | TPCODL | 498 | TPWODL | 469 | TPNODL | 232 | TPSODL | 303 | Total | 1502 |
| DISCOM | No. of Buildings | | | | | | | | | | | | |
| TPCODL | 498 | | | | | | | | | | | | |
| TPWODL | 469 | | | | | | | | | | | | |
| TPNODL | 232 | | | | | | | | | | | | |
| TPSODL | 303 | | | | | | | | | | | | |
| Total | 1502 | | | | | | | | | | | | |

| 2.1.5 | Address of the owner: OREDA Limited Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha. Phone: (0674) 2588260, 2586398, 2580554, Fax: 2586368 Email: ceoreda@oredaorissa.com Website: http://oredaodisha.com | | | | | | |
|---|---|---|-------------|---|---|---|---|
| 2.1.6 | Bid Security/: Rs.2,00,000.00 (Rupees Two lakh only) to be submitted in shape of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee issued in favour of “Chief Executive officer, OREDA Limited”, payable at Bhubaneswar. <table><tr><th>Expiry date</th><th>Claim date</th></tr><tr><td>Six Months from the date of issuing Letter of Award</td><td>One (01) month from the date of expiry</td></tr></table> Note: Bidders are required to submit the DD or Money Receipt along with the Techno-Commercial Bid. | Expiry date | Claim date | Six Months from the date of issuing Letter of Award | One (01) month from the date of expiry | | |
| Expiry date | Claim date | | | | | | |
| Six Months from the date of issuing Letter of Award | One (01) month from the date of expiry | | | | | | |
| 2.1.7 | Cost of Bid / Application fee: Rs.10,000.00 (Rupees Ten Thousand only) Plus GST @18% (total of Rs. 11800.00) to be submitted in shape of Demand Draft issued in favour of “Chief Executive officer, OREDA Limited”, payable at Bhubaneswar. Note: This shall be a non-refundable fee and is a mandatory submission Bidders are required to submit the DD or Money Receipt along with the Technical Bid. | | | | | | |
| 2.1.8 | Bid processing fee: Rs.1000.00 (Rupees One thousand only) Plus GST @18% (total of Rs. 1180.00) to be submitted (credit card, debit card, net banking, etc.) available on the E-procurement Website towards “ Bid Processing Fee ”. The Bid Processing Fee shall be made in favour of “KSEDC Limited Note: This shall be a non-refundable fee and is a mandatory submission. | | | | | | |
| 2.1.9 | Period of Contract: Twelve (12) months from the issue of LOA which may be further extended, if deemed necessary. | | | | | | |
| 2.1.10 | Contract Performance Bank Guarantee (CPBG): The successful Bidder shall furnish the CPBG @10% of the Contract Price within 15 days of the issue of LOI. For successful bidders the Performance Security shall be submitted for an aggregate amount equivalent to ten percent (10%) of work order value in one (1) part, as given below: <table><tr><th>Amount</th><th>Expiry date</th><th>Claim date</th></tr><tr><td>Ten percent (10%) of the Work order Value</td><td>Twenty (12) Months from the date of issuing Letter of Award</td><td>Six (06) months from the date of expiry</td></tr></table> | Amount | Expiry date | Claim date | Ten percent (10%) of the Work order Value | Twenty (12) Months from the date of issuing Letter of Award | Six (06) months from the date of expiry |
| Amount | Expiry date | Claim date | | | | | |
| Ten percent (10%) of the Work order Value | Twenty (12) Months from the date of issuing Letter of Award | Six (06) months from the date of expiry | | | | | |
| 2.1.11 | Allocation of Sites to be surveyed: <ul style="list-style-type: none">A Single L1 Price will be discovered for each DISCOM and L2 & L3 bidder shall agrees the L1 price.L1 will be awarded with 50%, L2 with 30% & L3 with 20% of the total work in the DISCOM Area.The capacity may be redistributed among the Bidder(s) at OREDA's discretion.OREDA retains the discretion to distribute sites among empaneled consultants according to geographic distribution in the DISCOM's Licensee Area.OREDA's decision regarding the allocation of sites to empaneled consultants shall be considered conclusive.The site list has been attached in Annexure-II | | | | | | |

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| 2.1.12 | Terms of Payment: <ul style="list-style-type: none"> • 50% payment on submission of Draft Feasibility Report in hard & soft copy format. • 40% payment on submission of Final Feasibility Report in two hard & soft copy formats. • 10% payment as a retention amount shall be released after the solar rooftop developers examine the Assessed buildings to implement the Grid connected rooftop projects and the identified capacity is found within the tolerance of +/- 10% of the capacity originally proposed by the successful bidder. The retention amount, equivalent to 10% of the contract price, shall be held for a maximum period of 24 months from the issuance date of the LOA. |
| 2.1.13 | Timeline <ul style="list-style-type: none"> • Team Deployment: Within 7 Days from the date of issue of LOA • Submission of Draft Feasibility Report: 30 days of 50% of the Work order from the date of issue of LOA • Submission of Final Feasibility Report: 60 days of 100% of the Work order from the date of issue of LOA <p>The consultant is required to provide detailed workplan for the assignment, adhering to the terms outlined in the Scope of work at the time of submitting acceptance to the LOA.</p> |
| 2.1.14 | Termination of association with OREDA Termination of Agreement by OREDA due to non-performance during the execution of Project <ul style="list-style-type: none"> • Performance is below the expected level • Non-adherence to the timelines of the Project • Quality of work/Report is not satisfactory |
| 2.1.15 | Resolution of Disputes If any dispute arises between the parties, then the matter should be referred to administrative Secretary to the Government of Odisha in the OREDA, where decision shall be final and binding on both parties. |
| 2.1.16 | Legal Jurisdiction All legal disputes between the parties shall be subject to the jurisdiction of Odisha High Court, Cuttack only. |
| 2.1.17 | Intellectual Property Rights No services covered under the EOI shall be sold or disposed of by the Consultant in violation of any right whatsoever of the third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the OREDA from all actions, costs, claims, demands, expenses, and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expense of the Consultant, OREDA shall be defended in the defense of any proceedings which may be brought in that connection. |
| 2.1.18 | Confidential Information <p>The Consultant and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this contract has been made.</p> <p>The obligation of a party under this clause, however, shall not apply to information that:</p> <p>(a) now or hereafter enters the public domain through no fault of that party.</p> <p>(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>(c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> |
| 2.1.19 | Subcontracting: <p>The Consultant shall not be permitted to sub-contract any part of its obligations under the Contract with OREDA.</p> |
| 2.1.20 | Contract Price: <p>The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.</p> <p>Prices charged by the Consultant for the service provided under the Contract shall not vary from the prices quoted by the Consultant in its bid unless otherwise agreed between the consultant and OREDA till the completion of the contract.</p> |

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| 2.1.21 | <p>Taxes and Duties:</p> <p>The Consultant and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except GST during tenure of this contract.</p> <p>OREDA shall deduct TDS at the appropriate rate as per the existing law.</p> <p>Payment of taxes/duties shall not be made separately in any case. However, GST as applicable claimed by the consultant in their invoice shall be reimbursed.</p> |
| 2.1.22 | <p>Liquidated Damages</p> <p>Except as provided under Force Majeure conditions, if the Consultant fails to perform any or all of the Services within the period, OREDA may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay in deliverable, up to a maximum of 5% of contract price.</p> <p>If OREDA/Solar rooftop developer found any allocated Govt. building is not suitable for the installation of a rooftop solar plant, based on the completed Feasibility Report by consultants, the payment for that specific site will be deducted from the retention amount. If the total penalty amount exceeds the retention amount, the excess penalty will be deducted from the Performance Security or the payment shall be made in form of DD at the time of release of the Performance security.</p> |
| 2.1.23 | <p>Force Majeure</p> <ul style="list-style-type: none"> For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include: a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The decision of OREDA with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Consultant. The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure. Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances. |
| 2.1.24 | <p>Suspension</p> <p>OREDA may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the assignment as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding Seven (7) days after receipt by the Consultants of such notice of suspension and shall invoke contract performance guarantee.</p> |

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| 2.1.25 | <p>Termination</p> <p>Termination of Contract for Failure to Become Effective; If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p> <p>Termination for Default:</p> <ul style="list-style-type: none"> i. OREDA may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Consultant terminate the Contract in whole or in part: ii. if the Consultant fails to provide acceptable quality of Services as per Scope of Services, iii. if the Consultant commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as OREDA in its absolute discretion decide) provided in a notice in this behalf from OREDA. iv. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings. <ul style="list-style-type: none"> • In the event OREDA terminates the Contract in whole or in part, OREDA may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Consultant shall be liable to OREDA for any additional costs for such similar Services. However, the Consultant shall continue performance of the Contract to the extent not terminated. |
| 2.1.26 | <p>Procedure for submission of Bid</p> <ul style="list-style-type: none"> • For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only. • The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink "Register Me" to fill in the online registration form. • The unregistered Bidders are required to pay a registration fee in favour of M/s. KSEDC Limited (Karnataka State Electronics Development Corporation Limited) payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein. • As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided. • After viewing the EOI on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by-step instructions are given below: <ul style="list-style-type: none"> ○ Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed. ○ Click/ Double Click to open the Microsoft Internet Explorer ○ Go to Start > Programs > Internet Explorer. Type the E-procurement Website address "www.tenderwizard.com/OREDA" in the address bar of Internet Explorer to access the Login Screen. ○ Enter user id and password, click on "Go". ○ Click on "Click here to login" to select the DSC and enter the DSC Password. Re-enter the user id and password. ○ Click "Un Applied" to view/ apply for a new EOI. ○ Click on the "Request" icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. • Click on the "Show Form" icon. • Bidding Document will appear on the screen. • Click "Click here to download" to download the Bidding Document. • The Bidder shall submit the Bid as per the terms of the Bidding Document. |

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| | <ul style="list-style-type: none"> • The Bidder shall submit the Bid as per the terms of the Bidding Document. • All the softcopies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or .jpg or .jpeg format. • Prior to submission, verify whether all the required documents as a part of Technical Bid have been attached and uploaded against the particular Bidding Document or not. • The hardcopies as required to be submitted shall be submitted OREDA's Office Address as per the timelines mentioned in NIT or any Corrigendum. • Please note down or take a print of the bid control number once it is displayed on the screen. • Bid opening events can be viewed online. • The Bids submitted by one Bidder can be viewed by other Bidders. |
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3 Scope of Work (SOW)

3.2 About the Project

3.1.1 Introduction

The OREDA was constituted as a State Nodal agency in 1984 under aegis of Dept. of Science and Technology, Govt. of Odisha with a view to popularize the exploitation and use of renewable energy resources in the State. Over last 39 years OREDA is being pioneer in implementing renewable energy-based solutions across Odisha. With increasing mandate and requirement of reduction of carbon footprint OREDA is assisting other state departments in planning and implementing the decarbonization strategies.

Ministry of New and Renewable Energy, Govt. of India has given a target to all States for solarization of all government buildings by December 2025. The government of Odisha has authorized OREDA (OREDA), now under aegis of Energy Department to implement the scheme in the State. As per the Odisha Renewable Energy Policy, 2022, OREDA is assigned with the work of aggregating the demand from all the government departments and bid process management to facilitate the deployment of Rooftop Solar Plants in each Government building.

3.1.2 Scope of Work

The Successful consultants will be required to visit the site, survey & investigate the electrical infrastructure for installation of Rooftop Solar Power Plant. The successful consultant will be required to submit a Feasibility Report (FR) comprising the following major sections:

- Introduction
- Details of Location (GPS, CA Number)
- Technical Feasibility Assessment (Building Age, Feasible Roof Space/Ground Space, Energy Estimation, General layout plan of the plant, Module Mounting Structure, Current metering arrangement, Proposed system components and Single Line Diagram etc.)
- Economic Feasibility Assessment (Estimated cost of the system component, Estimated Project Cost, Determination of levelized tariff etc.)
- Conclusion and Recommendation
- Any other relevant information

Detailed format attached in Annexure I

3.3 Roles and responsibilities

3.3.1 Roles and Responsibilities of the Consultant

- a) The Bidder shall have to collect the list of Govt. Buildings from OREDA.
- b) The Bidder shall do the physical survey of the selected Govt. Buildings to assess the Technical Feasibility of installation of Rooftop Solar Plant.
- c) The bidder shall prepare the Feasibility Report for each site based on the findings from the physical assessment as per clause 3.1.2.

3.3.2 Roles and Responsibilities of OREDA

- a) OREDA shall be acting as the nodal agency.
- b) The list of Govt Buildings has to be provided by OREDA.
- c) Its responsibilities shall include calling for bid proposals, onboarding of consultants, allocation of sites to be surveyed, issue of necessary permission for survey, coordination with concerned departments, and payment to consultant, etc.

3.4 *About the Project*

3.4.1 Roles and Responsibilities of OREDA, Department of Energy, Government of Odisha

- 3.4.1.1** OREDA shall be a nodal agency responsible for coordinating between various stakeholders for facilitation.
- 3.4.1.2** **Power to remove difficulties:** If there is need for any amendment to this tender/ program for better implementation or any relaxation is required in the norms due to operational problems, OREDA will be competent to make such amendments.

3.5 Timelines

3.5.1 The following are the Timelines for developing the Project:

| Activities | Timelines |
|--|--------------------------|
| Issue of LoA by OREDA | T0 |
| Submission of Draft Feasibility Report | T1 = T0+ one (1) Months |
| Submission of Final Feasibility Report | T2 = T1 + one (1) Months |

T0: start date and date of issue of LoA

- Team Deployment: Within 7 Days from the date of issue of LOA
- Submission of Draft Feasibility Report: 30 days of 50% of the Work order from the date of issue of LOA
- Submission of Final Feasibility Report: 60 days of 100% of the Work order from the date of issue of LOA

4 Qualification Requirement (QR)

Section 4 (QR) contains all the Qualification Requirements that OREDA shall use to evaluate the Technical Bids and qualify Bidders during the evaluation of Technical Bids.

The Bidder shall fulfill the below Qualification Requirement to submit the Bid. Any discrepancy or deviation from the stated Qualification Requirement shall make the Bidder ineligible to submit the Bid and such Bid shall be liable for rejection.

4.2 General Qualification Requirement

| Clause no. | Qualification Requirement | Support document |
|------------|---|---|
| 4.1.1 | The bidder must be a single bidding company registered in India under the Companies Act' 1956/2013. Consortiums of Companies or individuals in any form are not allowed in this bidding. | The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India. |
| 4.1.2 | The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. | The Bidder shall submit a self-certification by an authorized person duly notarized to this effect. |
| 4.1.3 | The Bidder should have valid Goods and Service Tax Identification Number (GSTIN) | Self-attested copy GSTIN Registration Certificate. |
| 4.1.4 | The Bidder should have valid PAN Number | Self-attested copy of PAN Card |
| 4.1.5 | The Bidder shall provide duly notarized Power of Attorney (PoA) in original of the signatory of the Bid to commit the Bid. | Duly notarized Power of Attorney in original on Non-Judicial Stamp Paper of Appropriate Value. |
| 4.1.6 | The bidder should have, during the last Five (5) years (from the date of publishing of EOI), neither failed to perform on any agreement (as evidenced by imposition of penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the bidder) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder. | The bidder should provide an undertaking (self-certificate) that the bidder neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder. |

4.3 Technical Qualification Requirement

| Clause no. | Bidder's work experience | | Support document |
|--|--|--|---|
| 4.2.1 | The Bidder must have experience of work of a similar nature. | | The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the Completion certificate issued by Implementing entity. Experience in Government sector work only will be considered. Note: The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information. |
| | Bidder Criteria | Min. experience requirement | |
| | Completed assignments of Survey, and Preparation of Feasibility Reports, DPR evaluation, in grid-connected rooftop solar power plants within the last 5 years. | Having done assignments under the bidder's criteria: 30% (in Numbers) of the total number of buildings for the bided DISCOMs in Number of Buildings. Or Feasibility survey of 20MW Power plant. | |
| Any workorder received through subletting or sub-contracting will not be considered as valid technical experience. | | | |

4.4 Financial Qualification Requirement

| Clause no. | Description | Support document |
|------------|---|---|
| 4.3.1 | The Bidder should have an average minimum annual turnover of INR 1 crore during the last (3) three financial years (i.e., FY 2021-22, FY 2022-23 & FY 2023-24) from consulting/ advisory business in India. | <p>The Bidder shall submit a turnover certificate issued by a chartered accountant.</p> <p>It is important to note that the annual turnover for each financial year shall be the income/ earning/ revenue from the solar business only; and other income (if any) shall not be considered for evaluation.</p> |

5 Annexure

5.1 Bid Form 1 (Covering Letter of Technical Bid)

Format For Covering Letter of Technical Bid

(The covering letter should be on the Letter Head of the Applicant)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer
OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

Sub: Expressions of Interest (EOI) from reputed consultancy for engagement of consultants/consultancy agencies for detailed survey and preparation of "Feasibility Report for Grid connected Roof top solar power plants" to be installed on government buildings at different locations across the State.

Ref.: EOI No. _____, dated _____ (the "EOI")

Dear [Sir/ Madam],

Having examined the Bidding Document carefully, We, the undersigned, offer to submit herewith the Technical Bid as per the subject line and EOI no. _____ mentioned above.

We are submitting our Bid and we have applied for the following Project:

We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted a response other than this response directly or indirectly in response to the aforesaid EOI.

1. We give our unconditional acceptance to the EOI, issued by OREDA, as amended. In token of our acceptance to the EOI, the same have been signed & stamped by us and enclosed to the response. We hereby confirm that the provisions of the EOI shall be binding on us.
2. We have submitted our response strictly as per the provisions and formats of the EOI, without any deviations, conditions and without mentioning any assumptions or notes.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by OREDA in respect of any matter regarding or arising out of the EOI shall be binding on us. We hereby expressly waive any and all claims in respect of EOI process. We confirm that there are no litigations or disputes against us, which materially affect our ability to participate or function under the obligations with regard to EOI.
4. Details of the contact person are furnished as below:

Name:

Designation:

Address:

Contact numbers:

email id:

5. We are enclosing herewith the entire response containing duly signed formats in electronic format sent as per the EOI for consideration.
6. It is confirmed that our response is consistent with all the requirements of submission as stated in the EOI and subsequent communications from OREDA, if any.
7. The information submitted in our response is complete, strictly as per the requirements stipulated in the EOI and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response.
8. We confirm that we shall establish a regional office at Bhubaneswar, Odisha.

9. We confirm that all the terms and conditions of our response are valid for acceptance for a period of one hundred and eighty (180) days from the response Deadline.
10. We confirm that we have not taken any deviation so as to be deemed “non-Responsive” as stipulated in this EOI.
11. We understand that you are not bound to accept any response you receive.

We remain,

Yours sincerely

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.2 Bid Form 2 (Bid Processing Fee)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

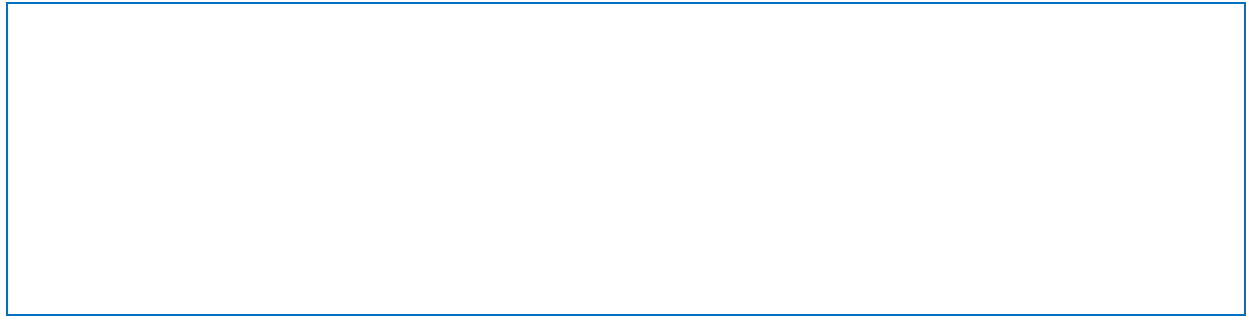
The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Bid Processing Fee paid to the E-procurement Website "www.tenderwizard.com/OREDA".



The Unique Transaction Reference (UTR) no. is [insert the UTR no.], dated [DD MMM YYYY].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name] Seal: [insert seal of the Bidder]

5.3 Bid Form 3 (Cost of Bid)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer
OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Cost of Bid submitted in the form of Demand Draft.

The Demand Draft no. is [insert], dated [DD MMM YYYY].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity

name] Seal: [insert seal of the Bidder]

5.4 Bid Form 4 (Bid Security)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

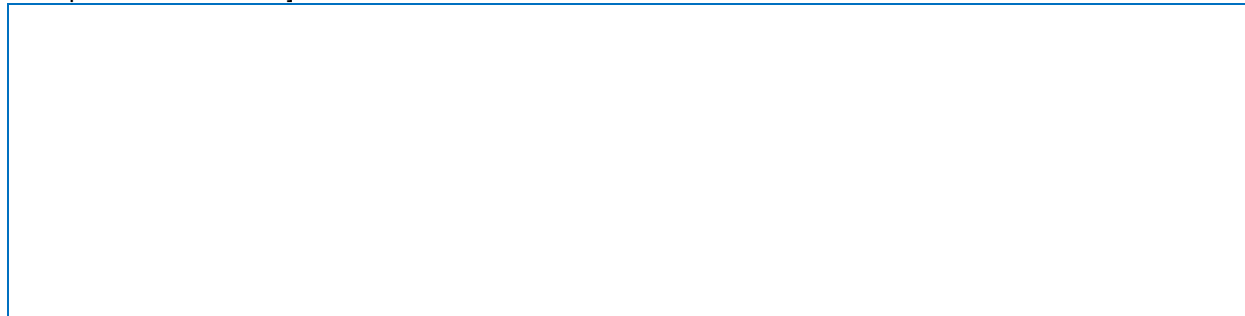
To

The Chief Executive Officer
OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Bid Security submitted in the form of [Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee].



The Demand Draft no. is [insert], dated [DD MMM YYYY] (in case of a demand draft), or

The Fixed Deposit Receipt no. is [insert], dated [DD MMM YYYY]. (in case of an FDR)

The Bank Guarantee no. is [insert], dated [DD MMM YYYY]. (in case of a Bank Guarantee)

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.4.1 Bid Security (applicable only in case of Bank Guarantee)

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the issuing bank only.)

Bank Guarantee (BG) no.: [insert BG no.]

Date: [DD MMM YYYY]

To

The Chief Executive Officer
OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit its Bid for the selection as a Successful Bidder for Engagement of Consultant for Detailed Survey, and Preparation of Feasibility Reports for Grid Connected Rooftop Solar Power Plants on Government buildings in Odisha with reference to NIT no. [insert NIT no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said NIT that the Bidder shall furnish OREDA with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Bid Security for compliance with its obligations in accordance with the Bidding Document.

AND WHEREAS we have agreed to give the Bidder such a Bid Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to OREDA on behalf of the Bidder for an amount up to a total of INR [Amount of the Bank Guarantee in words]([Indian Rupees in figures]) only and we undertake to pay OREDA upon OREDA's first written demand declaring the Bidder to be in default under the various provisions of the Bidding Document and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without OREDA's need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Bidding Document to be performed thereunder or any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the issuing bank.

This Bank Guarantee shall be a primary obligation of the issuing bank and accordingly OREDA shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by OREDA or to exercise, levy or enforce any distress, diligence or other processes against the Bidder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction.

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "Orissa Renewable Energy Development Agency" in the bank and branch "Axis Bank Ltd., Mancheswar Branch, Bhubaneswar" having the account no. 924020074970022 IFSC code UTIB0001973.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR [insert] (Indian Rupees [in words]) only and it shall remain with an expiry date up to [DD MMM YYYY, [insert] months from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 12 months from the date of expiry] and shall be extended from time to time for such period, as may be desired by M/s. [insert the Bidder name] whose behalf this guarantee has been given.

Our branch at [Name and address of the branch] is liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on [DD MMM YYYY] at [insert location of signing].

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

1. This Bank Guarantee format is prepared in line with the Annexure-II of Finance Department Office Memorandum 4939 dated 13 Feb 2012, Govt of Odisha [Ref Para 22(i1)].
2. Please ensure that each page of the Bank Guarantee is duly signed by the authorized signatory of the issuing bank and stamp of the issuing bank is affixed thereon.
3. Please ensure whether the last page is signed with full particulars including two witnesses under the seal of Bank as required in the prescribed format.
4. Please ensure that the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of the stamp paper under the signature of the stamp vendor. The date of purchase of stamp paper shall be not later than the date of execution of the Bank Guarantee.
5. In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.

5.5 Bid Form 5 (Technical Qualification)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, hereby, submit our experience as Qualification Requirement in the last five (5) years from the due date of submission of the Technical Bid.

As per Technical Qualification Requirement, our experiences are as follows:

| Technical Qualification | | Details - |
|--|--|-----------|
| Bidder Criteria | Min. experience requirement | |
| Completed assignments of Survey, and Preparation of Feasibility Reports, DPR evaluation, in grid-connected rooftop solar power plants within the last 5 years. | Having done assignments under the bidder's criteria: 30% (in Numbers) of the total number of buildings for the bided DISCOMs in Number of Buildings. Or Feasibility survey of 20MW Power plant. | |

The details pertaining to the reference assignment are given below:

| Sr. No. | Item Description | Reference project [insert]** |
|---------|--|--|
| 1. | Title of the assignment with a brief of scope | |
| 2. | Actual contract value | [insert] Lakh INR |
| 3. | Name of the client with the full address including the contact no. and email id of the client | Name of the client: Address: Contact no.: Email id: |
| 4. | Details of the letter of awards/ work orders/ contract | Work order no.: Date of work order: [DD MMM YYYY] |
| 5. | I have attached the Completion Certificate issued by the concerned government authority as per the Prudent Utility Practices followed in Odisha. | [Yes/ No] |

** In case of multiple reference projects, please keep on adding separate columns.

The scanned copies of the letter of awards/ work orders/ contract along with the associated Completion Certificates are enclosed below:

[Please attach the proof of documents]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity
name]

Seal: [insert seal of the Bidder]

5.6 Bid Form 6 (Financial Qualification)

(To be submitted on the letterhead of the chartered accountant)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders bidder's average annual turnover are as follow:

Average annual turnover,

| Particulars | Unit | FY21-22 | FY 22-23 | FY 23-24 |
|---|----------|----------|----------|----------|
| Annual turnover from consulting/ advisory business in India# | Lakh INR | [insert] | [insert] | [insert] |
| Average annual turnover from consulting/ advisory business in India only# | Lakh INR | [insert] | | |

other income is not considered

[For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.]

I hereby declare that all the information and statements made in this certificate are complete, true and correct and also accept that any misinterpretation contained in it may lead to cancellation of my CA membership, and I shall be liable to be proceeded as per the Applicable Law.

Place: [sign here]

[insert place] Signature

Name of Chartered Accountant (CA): [insert name]

Designation: [insert designation]

Name of the firm of the CA: [insert Bidder's legal entity name]

CA membership no.: [insert CA membership no.]

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]

*** Attach the Copy of the last three (3) assessment year's "Income Tax Return" along with the above bid form ***

5.7 Bid Form 7 (Self-certificate-1)

Self-certificate

(To be submitted on Firm's Letterhead)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, confirm and certify that we have not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I/we hereby declare the following in the context of the EOI that:

In case of any false documents submitted and found in the future, we shall be liable to be proceeded against as per the Applicable Law.

In case of any such events, we have provided the case details and their current status below. [strike-off this line, in case it is not applicable].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.8 Bid Form 8 (Power of Attorney)

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of Appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE M/s _____ A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF (NAME OF COUNTRY) HAVING ITS REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS AT _____ REPRESENTED BY (NAME OF PERSONS) (THE "EXECUTANT") DO HEREBY NOMINATE, CONSTITUTE, AUTHORIZE AND APPOINT MR. [_____] Name of Attorney], SON OF [_____] , RESIDENT OF [_____] AND PRESENTLY EMPLOYED WITH [Employer Name], A COMPANY/CORPORATION ORGANISED AND _____ EXISTING UNDER THE LAWS OF (NAME OF THE COUNTRY) AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS AT [] AS OUR TRUE AND LAWFUL ATTORNEY ('THE ATTORNEY') TO DO IN OUR NAME AND ON OUR BEHALF ALL OR ANY OF THE FOLLOWING ACTS, DEEDS AND THINGS IN CONNECTION WITH OR IN RESPECT OF OR RELATING TO THE NOTICE INVITING TENDER NO. [] DATED [] (THE "NIT") ISSUED BY ORED, A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF INDIA AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS (UNDER THE COMPANIES ACT) (AT ORED, MANCHESWAR, BHUBANESHWAR - 751010, ODISHA, INDIA) (THE "EMPLOYER") FOR THE EXECUTION OF THE SERVICES DESCRIBED IN THE NOTICE INVITING TENDER (NIT) (THE "SERVICES") THAT IS TO SAY:

TO PREPARE, OFFER, SIGN, SUBMIT AND DELIVER TO THE EMPLOYER THE EXECUTANT'S BID FOR THE SERVICES PURSUANT TO THE NIT (THE "BID") INCLUDING TO MAKE, SIGN SUBMIT, DELIVER, EXECUTE, AND ACCEPT ALL DOCUMENTS, INCLUDING APPLICATIONS AND OTHER WRITINGS NECESSARY FOR OR INCIDENTAL TO THE SIGNING, SUBMISSION AND DELIVERY OF THE BID TO THE EMPLOYER; TO NEGOTIATE, ENTER INTO, SIGN AND EXECUTE, ACCEPT AND DELIVER ALL CONTRACTS UNDERTAKINGS, ACCEPTANCES AND OTHER WRITINGS CONSEQUENT UPON ACCEPTANCE OF THE EXECUTANT'S BID; PARTICIPATE IN BIDDERS' AND OTHER CONFERENCES AND

PROVIDE ALL INFORMATION REQUIRED BY THE EMPLOYER AND TO FURNISH/SEEK CLARIFICATIONS ARISING OUT OF OR RELATING TO THE NIT AND, UPON AWARD OF THE CONTRACT CONSEQUENT TO THE ACCEPTANCE OF THE EXECUTANT'S BID BY THE EMPLOYER;

TO REPRESENT AND ACT ON BEHALF OF THE EXECUTANT IN RESPECT OF ALL MATTERS BEFORE THE EMPLOYER RELATING TO THE EXECUTANT TO BID AND UPON THE ACCEPTANCE OF THE EXECUTANT'S BID BY THE EMPLOYER INCLUDING THE RESULTANT CONTRACT ON SUCH THE ACCEPTANCE OF THE EXECUTANT'S BID (THE "CONTRACT") IN RESPECT OF ALL MATTERS RELATING TO OR ARISING OUT OF OR CONCERNING THE CONTRACT AND TO GENERALLY DEAL WITH THE EMPLOYER ON BEHALF OF THE EXECUTANT IN ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO OR ARISING OUT OF THE EXECUTANT'S BID. THE NIT AND THE CONTRACT IN THE EVENT OF ACCEPTANCE OF THE EXECUTANT'S BID BY THE EMPLOYER.

AND GENERALLY, TO DO ANY AND ALL OTHER AND FURTHER ACTS, DEEDS AND THINGS WHICH ARE NECESSARY FOR OR INCIDENTAL TO OR DEEMED APPROPRIATE FOR MORE EFFECTUAL EXERCISE OF THE POWERS HEREBY CONFERRED.

AND WE, THE EXECUTANT ABOVE NAMED DO HEREBY AGREE AND UNDERTAKE 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 HEREBY CONFERRED AND ALL ACTS, DEEDS AND THINGS DONE OR CAUSED TO BE DONE BY OUR SAID ATTORNEY PURSUANT HERETO SHALL ALWAYS BE DEEMED TO BE THE ACTS, DEEDS AND THINGS DONE BY THE COMPANY ITSELF.

IN WITNESS WHEREOF, THIS POWER OF ATTORNEY ON THIS [DATE] DAY OF [MONTH], [2021] HAS BEEN EXECUTED UNDER THE COMMON SEAL OF THE COMPANY, AT (NAME OF PLACE).

For [Name of the Executant]

By

(Name of Officer)

Title

WITNESSES

1.

Notes:

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.

The Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, shall be duly apostilled as per Hague Convention 1961 or duly stamped in accordance with Indian Stamp Act, 1899 within three months from the date of receipt of POA in India.

*Strike out the form if not applicable for the bidder.

5.9 Bid Form 9 (Self-certificate-2)

Self-certificate

(To be submitted on Firm's Letterhead)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer
OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

I, _____, M/s _____ hereby certify that I/ we have neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder during last 05 (five) years.

If the information submitted above is found to be erroneous in future, the contract, if given to the firm shall be rejected without assigning any reasons thereof.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.10 Bid Form 10 (Income Tax Return)

Income Tax Return

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert RfE no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Income Tax Return for the last five (3) assessment years for FY2022-23, FY 21-22, FY20-21,

Place: [insert place]

[sign here]

Signature

Name of Authorized

Signatory: [insert name]

Designation: [insert
designation]

Name of the Bidder: [insert
Bidder's legal entity name]

Seal: [insert seal of the
Bidder]

5.11 Bid Form 11 (Declaration by Vendors to OREDA on Event of Default)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFE no.: [insert RFE no.] dated [DD MMM YYYY]

To

The Chief Executive Officer
OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, hereby declare our full understanding and compliance with the terms and conditions set forth by OREDA regarding our empanelment. We acknowledge that any misuse or violation of the empanelment will result in penalties and actions as described below.

1. Misuse of Empanelment Letter

We, as an empaneled vendor, understand that under no circumstances shall we use the Empanelment letter to solicit or obtain funds, grants, contracts, or any form of financial or material benefits for schemes, projects, or purposes not directly related to the scope of work specified in our Empanelment agreement.

2. Penalty for Unauthorized Actions

In the event that we are found using the Empanelment letter for unauthorized purposes, the following actions will be enforced:

Forfeiture of Performance Security/Empanelment Fees: The performance security or Empanelment fees submitted by us may be forfeited in full or in part.

Immediate Termination of Empanelment: OREDA reserves the right to terminate our Empanelment with immediate effect.

Blacklisting: We may be blacklisted from participating in any future tenders, contracts, or Empanelment for a period of three (3) years.

Compensation for Losses: We shall be liable to compensate OREDA for any direct or indirect losses incurred due to the misuse of the Empanelment letter, including damages to reputation and loss of trust.

3. Termination without Notice

OREDA reserves the right to terminate our Empanelment without prior notice if we are found misusing the Empanelment or violating any terms and conditions of the agreement.

4. Forfeiture of Performance Security

In the event of default or misuse, OREDA may fully or partially forfeit the performance security submitted by us, as deemed appropriate.

5. Suspension of Work

If any misuse or non-performance is identified, we may be temporarily suspended from performing any further work until the issue is resolved. OREDA reserves the right to reassign our work to another vendor during the suspension period.

6. Indemnification for Fraudulent Activity

We acknowledge that in the event of any fraudulent activity conducted by us, including the misuse of the Empanelment letter or unauthorized actions that result in financial or reputational damage to OREDA, OREDA shall indemnify itself against all such losses.

OREDA reserves the right to recover all losses and damages, including financial, operational, and reputational losses, from the performance guarantee deposited by us.

OREDA may initiate legal proceedings against us to seek further compensation, and we shall bear all legal expenses incurred by OREDA in such actions.

7. Legal Action

OREDA reserves the right to initiate legal proceedings for any misuse involving fraudulent activities, financial discrepancies, or breach of contractual obligations. We shall bear all legal costs incurred during such proceedings.

8. Recovery of Losses

In the case of any losses or damages incurred by OREDA due to our default, we shall compensate OREDA fully, including compensation for delays, rework, or any other negative impact caused by the default.

9. Disqualification from Future Projects

In the event of misuse of Empanelment privileges or failure during project execution, we may be permanently disqualified from future tenders or Empanelment. This disqualification may also be communicated to other government bodies and industry associations.

10. Confidentiality Breach

We understand that any misuse of confidential information obtained during the Empanelment will result in strict action, including contract termination and legal proceedings.

11. Project Delays

We acknowledge that any undue delays caused by us without valid reasons will attract penalties as per the agreed terms. Continued delays may result in the cancellation of our Empanelment. OREDA reserves the right to claim liquidated damages as compensation for time lost.

12. Inspection and Compliance

OREDA reserves the right to inspect our facilities and project execution at any time. Non-compliance with these inspections may result in punitive action.

13. Performance Guarantee and Legal Action

In the event of default, OREDA may forfeit our performance guarantee and take legal action to recover any damages, including financial, reputational, and operational losses. We acknowledge that any legal costs incurred by OREDA will be borne by us.

Conclusion

By signing this declaration, we fully understand and accept all the terms and conditions laid out by OREDA. We commit to adhering to all the responsibilities and obligations as an empaneled vendor, and we understand the consequences of any breach or misuse of the Empanelment.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.12 Bid Form 12 (Registration details)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the Certificate of Incorporation, Memorandum of Association (MOA) and Article of Association (AOA) [applicable in case of companies]. The **AOA** (if applicable) shall mention the company's operations and defines the company's purpose from the SOW point of view or

We, the undersigned, attaching the Partnership Deed [applicable in case of partnership firm]. or

We, the undersigned, attaching the proof of having the bank account or any other document as issued by the Government [applicable in case of sole proprietorship firm].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name] Seal: [insert seal of the Bidder]

5.13 Bid Form 13 (PAN)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the PAN card.

The PAN is [insert PAN].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name] Seal: [insert seal of the Bidder]

5.14 Bid Form 14 (GST certificate)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the GST Certificate.

The GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity

name] Seal: [insert seal of the Bidder]

5.15 Bid Form 15 (Price Proposal)

Price Proposal

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

Sub: Expressions of Interest (EOI) from reputed consultancy for engagement of consultants/consultancy agencies for detailed survey and preparation of "Feasibility Report for Grid connected Roof top solar power plants" to be installed on government buildings at different locations across the State.

Dear Sir/Madam,

I, _____, M/s _____ herewith enclose Price Proposal against the subject EOI for Empanelment of Consultant for Detailed Survey, and Preparation of Feasibility Reports for Grid Connected Rooftop Solar Power Plants on Government buildings in Odisha.

I hereby accept and abide by the scope & terms and conditions of the EOI document unconditionally.

Yours Faithfully,

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

Price Proposal (To be uploaded in the e-tender portal)

Date: [DD MMM YYYY]

EOI no.: [insert EOI no.] dated [DD MMM YYYY]

Name of the Work: Expressions of Interest (Eoi) from reputed consultancy for engagement of consultants/consultancy agencies for detailed survey and preparation of “Feasibility Report for Grid connected Roof top solar power plants” to be installed on government buildings at different locations across the State.

Name of the Bidder: _____

| Sl. No | DISCOM | Total fees per Feasibility Report in INR (except GST) (in Figures) | Total fees per Feasibility Report in INR (except GST) (in Words) |
|--------|--------|--|--|
| 1 | TPCODL | | |
| 2 | TPWODL | | |
| 3 | TPNODL | | |
| 4 | TPSODL | | |

Note:

- i. OREDA will not be required to pay and/or reimburse anything over and above the price quoted except GST, which will be payable as per the rate prevailing at the time of payments.
- ii. The total price should include overhead/out of pocket expenses, travel, boarding, lodging, visits etc as per the scope.
- iii. If any mismatch happens in unit price with lump sum price, then unit rate will prevail.
- iv. If any mismatch happens in figure and words, the word amount will prevail.

5.16 Pre-bid Form

Pre-bid queries

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

EOI no.: [insert EOI no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

Sub: Submission of pre-bid queries for Expressions of Interest (EOI) from reputed consultancy for engagement of consultants/consultancy agencies for detailed survey and preparation of "Feasibility Report for Grid connected Roof top solar power plants" to be installed on government buildings at different locations across the State.

We are pleased to submit the following pre-bid queries:

| Sl. No. | Clause no. | Page no. | Clause | Clarification sought | Rationale |
|---------|------------|----------|--------|----------------------|-----------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.17 Annexure-I

Format for Detailed Survey and Feasibility of Grid-Connected Rooftop Solar Power Plants on Government Buildings in Odisha

(This format covers all essential aspects required for conducting a comprehensive survey and preparing a feasibility report for installing rooftop solar power plants on government buildings. However, any other important parameter may be covered by the assessor during the survey/assessment. Adjust the sections as per specific project requirements or additional details needed.)

| 1. GENERAL INFORMATION |
|---|
| Name of Building: |
| Name of Department the Institution/Organisation belongs: |
| Complete Address: |
| District: |
| Building Age: (Years) |
| Number of Floors: |
| Date of Survey: |
| 2. CONTACT DETAILS |
| Name: Contact Person (Department/Institution) |
| Designation: |
| Phone Number: |
| Email Address: |
| 3. ROOFTOP DETAILS |
| Total Rooftop Area Available (Sq.m): |
| Rooftop Area Feasible for Solar Project (Sq.m): (After shadow analysis) |
| Type of Roof: (Flat, Sloped, Material) |
| Ground Area Available (Sq.m): |
| Ground Area Feasible for Solar Project (Sq.m): |
| Total Area Feasible for Solar Project (Sq.m): |
| 4. ELECTRICAL DETAILS |
| DTR Capacity (kVA): |
| DISCOM Name: |
| Electricity Consumer Number: |
| 6 Months Average Electricity Consumption (kWh): (Provide a table for each month) |
| Contract Demand (kVA): |
| Current Metering Arrangement: (Single-phase, Three-phase) |
| Proposed SPV Plant Capacity (KWp): |
| DG Capacity: (If available) |
| 5. SITE INFORMATION |
| Site Coordinates: (Latitude, Longitude) |
| Weather Dataset used: (Source of historical solar radiation & temperature data) |
| 6. SYSTEM DESIGN |
| Type of simulation software used: (e.g., PVsyst, Helioscope, PVLab, Homer) |
| Module DC Nameplate: (Manufacturer, Model, Power output) |
| Inverter AC Nameplate: (Manufacturer, Model, Power output, Load Ratio) |
| Type of Mounting Structure: |
| Components: (List all components with details like Make/Name, Count, Capacity/Length) |
| 7. SYSTEM PERFORMANCE |
| Estimated Annual Production (MWh): |
| Capacity Utilization Factor (CUF): |

| |
|---|
| KWh/KWp: |
| Energy Estimation for 25 years: <i>(Table showing annual energy production)</i> |
| 8. REPORTS AND ANALYSIS |
| Shadow Analysis Report: |
| Simulation Report: <i>(Including details of power generation & system performance)</i> |
| 9. PROJECT LAYOUT |
| General layout plan of the plant: <i>(Drawing of the proposed system on the roof)</i> |
| Single Line Diagram: |
| 10. BILL OF QUANTITIES (BOQ)/BILL OF MATERIALS (BOM) |
| Proposed System Components: <i>(Detailed list of all equipment with quantity and cost-Draft format attached-Annexure A)</i> |
| 11. PROJECT COST ESTIMATION |
| Estimated Cost of System Components: <i>(Table showing individual component cost)</i> |
| Estimated Project Cost: <i>(Including installation, labour, and other expenses)</i> |
| 12. FINANCIAL ANALYSIS |
| Determination of Levelized Tariff: <i>(Cost of electricity generated)</i> <i>Draft format attached-Annexure B</i> |
| 13. POWER EVACUATION |
| Available Cable Size and Route: <i>(Specify the cable size and path from the inverter to the grid connection point)</i> |
| Existing Breaker Capacity at Connection Point: <i>(Current rating of the breaker at the point of interconnection with the grid)</i> |
| Transformer Capacity at Connection Point: <i>(Capacity of the existing transformer)</i> |
| Distance to Grid Connection Point: <i>(Distance from the inverter to the point of interconnection with the grid)</i> |
| Estimated Power Evacuation Upgrade Cost <i>(if required): (Cost of any upgrades needed to the grid connection infrastructure)</i> |
| 14. SUPPORTING DOCUMENTS/CHECKLIST (TO BE UPLOADED IN THE DATA ROOM LINK PROVIDED BY OREDA) |
| 6 Month Electricity Bill: <i>(Copies of recent electricity bills)</i> |
| Site Photos: <i>(Images of the building rooftop and surrounding areas)</i> |
| Video of the complete site: |
| Shadow Analysis Report: |
| Simulation Report: |
| Building Layout: <i>(if available)</i> |
| Single Line Diagram: <i>(.DWG format)</i> |
| General Layout of the Proposed Plant: <i>(.DWG format)</i> |
| 15. RECOMMENDATION |
| Any additional comments or suggestions regarding the project feasibility. |

Please note:

- This is a comprehensive format.
- OREDA has also developed a “virtual data room/data bank”, a cloud drive for all the relevant information and details, all the consultants ask to submit all the primary, secondary data of the sites and supporting documents like electricity bills, building layout (if available), simulation reports, shadow analysis reports, photos etc. in the cloud link provided to each consultant separately.
- OREDA also request consultants fill the general information after the visit in the given google sheet.
- The specific requirements might vary depending on sites.
- Consider including additional sections for specific needs.

Annexure A: Details of Capital Investment

| S. No. | Items/Service Name | Specification | Unit | Quantity | Cost |
|--------|--|---------------|------|----------|------|
| 1 | PV Module | | | | |
| 2 | Grid Tied Inverted | | | | |
| 3 | Module Mounting Structure | | | | |
| 4 | DC Cable | | | | |
| 5 | AC Cable | | | | |
| 6 | Distribution Boards & Junction Boxes (AC & DC) | | | | |
| 7 | Earthing Kit (min 3 nos.) | | | | |
| 8 | Lightening Arrestor (min 1 nos.) | | | | |
| 9 | Other Balance of System (BOS) | | | | |
| 10 | Net Meter/Bi-Directional Energy Meter | | | | |
| 11 | Monitoring System | | | | |
| 12 | Installation & Commissioning | | | | |
| 13 | Add if any other item/ equipment | | | | |

Annexure B: Levelized Cost of Electricity (LCOE) for 25 years

| S. No. | Items/Service Name | Capacity | Assumption | LCOE for 25 years |
|--------|--|----------|------------|-------------------|
| 1 | Supply of electricity from the proposed solar power plant. | | | |

Annexure-II

*** A separate Excel file has been attached with the full list of sites. ***

5.18 LOA Form 1 (Letter of Award for Project)

Letter of Award for Project

(To be submitted on the letterhead of OREDA)

Letter of Award no.: [insert Letter of Award no.] dated [DD MMM YYYY]

From

The Chief Executive Officer
OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

To

[Bidder name]

[Address]

Sub: Letter of Award for Engagement as a Consultant for Detailed Survey, and Preparation of Feasibility Reports for Grid Connected Rooftop Solar Power Plants on Government buildings in Odisha], [project location, Odisha]

Reference:

1. NIT no. [insert NIT no.] dated [DD MMM YYYY]
1. RfE no. [insert RfE no.] dated [DD MMM YYYY]
2. LOA no. [insert LOI no.] dated [DD MMM YYYY]

With reference to the above, you have been selected as the Successful Bidder for Engagement of Consultant for Detailed Survey, and Preparation of Feasibility Reports for Grid Connected Rooftop Solar Power Plants on Government buildings in Odisha.

| Sl. No. | Description of project | DISCOM | Total fees per Feasibility Report in INR (except GST) (in Figures) |
|---------|------------------------|--------|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Note:

1. Above rate shall include Lodging, boarding, Travel and any other expnses applicable.
2. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.

You are requested to submit the signed documents within a maximum period of fifteen (15) Days from the date of issue of this Letter of Award, without any fail, else your Bid shall be liable for rejection and the Bid Security submitted to us shall be forfeited.

| Sl. No | Critical documents |
|--------|---|
| 1. | Acceptance to the LOA by signing the copy of the LOI along with an official seal, date, and submission to OREDA |
| 2 | Submission of Performance Security as per ITB Clause 2.1.10 |
| 3 | Submission of a Detailed Workplan in line with the Project Timelines mentioned in the SOW Clause Error! Reference source not found. for the implementation of Project. |
| 4 | Proof of Local office (registered office address in Odisha) |

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal: [insert seal of the Bidder]

Date: [DD MMM YYYY]

[sign here]

Place: [insert place]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.19 LOI Form 2 (Performance Security)

Performance Security (in the form of a Bank Guarantee)

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the issuing bank only.)

Bank Guarantee (BG) no.: [insert BG no.]

Date: [DD MMM YYYY]

To

The Chief Executive Officer

OREDA

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

WHEREAS M/s. [insert name of the Successful Bidder] having its registered office at [insert address] (hereinafter called "the Successful Bidder") has been selected as the Successful Bidder for the selection as Consultant for Detailed Survey, and Preparation of Feasibility Reports for Grid Connected Rooftop Solar Power Plants on Government buildings in Odisha. (configuration) (mention as applicable)], across Odisha with reference to

- 1) Request For Empanelment (RFE) no. [insert RfE no.] dated [DD MMM YYYY],
- 2) Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY],
- 3) Letter of Award (LOA) no. [insert LOA no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said Bidding Document that the Successful Bidder shall furnish OREDA with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Performance Security for compliance with its obligations in accordance with the Bidding Document, the Letter of Intent and the Work Order to be issued by OREDA.

AND WHEREAS we have agreed to give the Successful Bidder such a Performance Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to OREDA on behalf of the Successful Bidder for an amount up to a total of INR [Amount of the Bank Guarantee in words]([Indian Rupees in figures]) only and we undertake to pay OREDA upon OREDA's first written demand declaring the Successful Bidder to be in default under the various provisions of the Bidding Document and/ or the Work Order to be issued by OREDA and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without OREDA's need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Successful Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Bidding Document and/ or the Work Order to be issued by OREDA to be performed thereunder or any of the contract documents which may be made between you and the Successful Bidder shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the issuing bank.

This Bank Guarantee shall be a primary obligation of the issuing bank and accordingly OREDA shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Successful Bidder, to make any claim against or any demand on the Successful Bidder or to give any notice to the Successful Bidder or to enforce any security held by OREDA or to exercise, levy or enforce any distress, diligence or other processes against the Successful Bidder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction.

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "OREDA Limited" in the bank and branch "Axis Bank Ltd., Mancheswar Branch, Bhubaneswar" having the account no. 924020074970022 IFSC code UTIB0001973.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR [insert] (Indian Rupees [in words]) only and it shall remain with an expiry date up to [DD MMM YYYY, [insert] months from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 12 months from the date of expiry] and shall be extended from time to time for such period, as may be desired by M/s. [insert the Successful Bidder name] whose behalf this guarantee has been given.

Our branch at [Name and address of the branch] is liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on [DD MMM YYYY] at [insert location of signing].

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch

Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

1. This Bank Guarantee format is prepared in line with the Annexure-II of Finance Department Office Memorandum 4939 dated 13 Feb 2012, Govt of Odisha [Ref Para 22(i1).
2. Please ensure that each page of the Bank Guarantee is duly signed by the authorized signatory of the issuing bank and stamp of the issuing bank is affixed thereon.
3. Please ensure whether the last page is signed with full particulars including two witnesses under the seal of Bank as required in the prescribed format.
4. Please ensure that the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of the stamp paper under the signature of the stamp vendor. The date of purchase of stamp paper shall be not later than the date of execution of the Bank Guarantee.

In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.

5.20 No claim/ lien certificate

No claim/ lien certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFE no.: [insert RfE no.] dated [DD MMM YYYY]

We, the undersigned, certify that we are free and clear from any and all claims, liens, security interest, encumbrances, unpaid vendors'/ suppliers' lien or otherwise, arising out of or in connection to the performance of the Work Order no. [insert] dated [DD MMM YYYY]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

No of buildings (DISCOM wise) to be surveyed are enclosed at annexure-I

End of Document