



## **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](http://www.oredaodisha.com) E-mail: [ceoreda@oredaorissa.com](mailto:ceoreda@oredaorissa.com)**

**RfE No.: 5013, Dated: 31.12.2024**

**Request for Empanelment (RfE) for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Roof-top Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.**

**Contact details:**

**OREDA LIMITED**

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

**Phone: (0674) 2588260,2586398,2580554, Fax:2586368**

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# Notice Inviting Tender (NIT)

**NIT no.:** XXX dated [DD] [MMM] 2024

**Type of bidding:** Domestic Competitive Bidding (DCB)

**Mode of bidding:** Open bidding, Single stage two envelope, E-bidding

OREDA Limited, hereinafter referred to as "OREDA" invites e-tender for Request for Empanelment (RfE) for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of Request for Proposal (RfE) on E-procurement Website and OREDA Website	1.01.2025
2.	Due date and time for receipt of pre-bid queries on the RfE	8.01.2025, Time: 5.00 PM
3.	Date and time of pre-bid meeting through virtual mode <a href="https://meet.google.com/twt-xhma-tgu">https://meet.google.com/twt-xhma-tgu</a>	10.01.2025, Time: 12.30 PM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid	27.01.2025, Time: 5:00 PM
5.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only  <b>Bidders must submit the COST OF BID, BID SECURITY, AND POWER OF ATTORNEY ONLY in hard copy along with JV/consortium agreement Copy (if applicable) as specified in the tender documents. Submitting any additional documents in hard copy, contrary to the tender requirements, may result in rejection of the tender.</b>	31.01.2025, Time: 5:00 PM
6.	Due date and time for the opening of Technical Bid for both online copies and hard copies, except Price Bid	1.02.2025, Time: 3:30 PM
7.	Due date and time for the opening of online Price Bid, applicable only for the Bidders whose Technical Bids shall be responsive	To be intimated later

The RfE providing requisite details about the bidding process shall be made available on the E-procurement Website ([www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA)) on or before the due date mentioned above. In addition, the RfE shall be provided on the OREDA Website (<http://oredaodisha.com/>) for viewing purposes only. The Bidders may write to us at the email id [ceoreda@oredaorissa.com](mailto:ceoreda@oredaorissa.com), Assistant Director (Technical), any time during the office hours for any additional information.

The Bidders are also requested to contact the E-procurement Service Provider (M/s. Tender Wizard) for online registration on the E-procurement Website. The Bidders may contact the E-procurement 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**

# ***Disclaimer***

To whomsoever it may concern, kindly note the following:

1. This RfE is meant for the exclusive purpose of bidding against this RfE No. XXX dated [DD] [MMM] 2023 and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
2. Though adequate care has been taken for the preparation of this RfE, the Bidder shall satisfy itself that the RfE 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 RfE is complete in all respects and has been accepted by the Bidder.
3. OREDA reserves all the right to modify, amend, or supplement this RfE by issuing Addendum from time to time in the interest of the Project.
4. 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.
5. While the RfE 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 RfE, even if any loss or damage is caused by any act or omission on OREDA's part.
6. In case of any discrepancy in the documents uploaded on the websites of OREDA, e-Procurement website ([www.tenderwizard.com/OREDA](http://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
Acceptance	:	shall mean acceptance of the Project and when the Acceptance Certificate is issued to the Successful Bidder and as per the meaning ascribed to it in SOW Clause 3.2.1.5
Acceptance Certificate	:	shall mean formal acceptance of the Project by OREDA by issuing an Acceptance Certificate, as per the meaning ascribed to it in SOW Clause 3.3.1.6
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Affiliate	:	shall mean in relation to another company means, a company in which that other company has a "significant influence".  "significant influence" means control of at least twenty per cent. of total share capital, or of business decisions under an agreement;
Amendment	:	shall have the meaning ascribed to it in GCC Clause 5.1.2
AOA	:	shall mean Article of Association
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 Work Order hereto, the standard set forth in this Work Order hereto, shall be deemed to be the standards under Applicable Laws
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
AY	:	shall mean Assessment Year
BDS	:	shall mean Bid Data Sheet
Beneficiary	:	shall mean Individual or Community selected by the OREDA for implementation of project
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
BIS	:	shall mean Bureau of Indian Standards
CC	:	shall mean Commissioning Certificate
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
CMC	:	shall mean Comprehensive Maintenance Contract
CMC Coverage	:	shall mean comprehensive maintenance for a period of 5 years from the date of commissioning
CMC Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
CMC Period	:	shall mean period of 5 years from the date of signing of acceptance certificate, during this period, Successful Bidder shall be responsible for undertake Scheduled Maintenance, Corrective Maintenance, and Breakdown Maintenance 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
Commissioning Report	:	shall have the meaning ascribed to it in Appendix Clause <b>Error!</b> <b>Reference source not found.</b>

Definitions and abbreviation	:	Description
Commissioning	:	shall have the meaning ascribed to it in SOW Clause 3.2.1.4
Construction Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
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
CPSU	:	shall mean Central Public Sector Undertaking
CRC	:	shall mean Customer Relationship Centre
CUF	:	Shall mean Capacity Utilization Factor the ratio of actual energy generated by SPV project over the year to the equivalent energy output at its rated capacity over the yearly period.  CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kW X 365 X 24).
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
Defect Liability	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Defect Liability Period	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Delay Liquidated Damage	:	shall have the meaning ascribed to it in GCC Clause 5.5.1
Department	:	shall mean the user department for which the Project will be developed
Detailed Workplan	:	shall have the meaning ascribed to it in GCC Clause 5.4.2.2
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the date of issuance of the Work Order
Empanelment Order	:	shall have the meaning ascribed to it in ITB Clause 1.6.2
EPC	:	shall mean Engineering, procurement, and construction
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean <a href="http://www.tenderwizard.com/OREDA">www.tenderwizard.com/OREDA</a>
Equipment	:	shall have the meaning ascribed to it in SOW Clause 3.2.1.2
Estimated Cost	:	shall mean the estimated cost by OREDA and shall have the meaning ascribed to it in ITB Clause 2.1.3
FDR	:	shall mean Fixed Deposit Receipt
FOR	:	shall mean Freight on Road
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
HRS	:	shall mean Hours
FY	:	shall mean Financial Year
GCC	:	shall mean General Conditions of Contract
GOI	:	shall mean Government of India
Government	:	shall mean Government of India or any State Government, as applicable, which includes government agencies and public sector undertakings
GPRS	:	shall mean General Packet Radio Service
GPS	:	shall mean Global Positioning System
GSM	:	shall mean Global System for Mobile Communications
GST	:	Shall mean Goods and Services Tax
IEC	:	shall mean International Electrotechnical Commission
IFSC	:	shall mean Indian Financial System Code
IGBT	:	shall mean Insulated Gate Bipolar Transistor
Incoterms	:	Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
ISO	:	shall mean International Organization for Standardization
ITB	:	shall mean Instructions to Bidders
JCC	:	shall mean Joint Commissioning Certificate
KSEDC	:	shall mean Karnataka State Electronics Development Corporation
kWp	:	shall mean kilo-Watt peak
LOI	:	shall mean Letter of Intent

Definitions and abbreviation	:	Description
MCCB	:	shall mean Molded Case Circuit Breakers
MNRE	:	shall mean Ministry of New and Renewable Energy
MOA	:	shall mean Memorandum of Association
Month	:	shall mean a calendar month
MOSFET	:	shall mean Metal Oxide Semiconductor Field Effect Transistor
MPPT	:	shall mean Maximum power point tracking
MSME	:	shall mean Micro, Small & Medium Enterprises
NABL	:	shall mean National Accreditation Board for Testing and Calibration Laboratories
NIT	:	shall mean Notice Inviting Tender
ReSolve Mobile App	:	shall mean mobile app platform developed by OREDA for RE asset identification and maintenance
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OEM	:	shall mean Original Equipment Manufacturer
OREDA	:	shall mean OREDA LIMITED
OREDA Website	:	shall mean <a href="http://oredaodisha.com/">http://oredaodisha.com/</a>
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean <a href="mailto:ceoreda@oredaorissa.com">ceoreda@oredaorissa.com</a>
PAN	:	shall mean Permanent Account Number
PKI	:	shall mean Public Key Infrastructure
Project	:	shall mean implementation of 0.5 Hp off-grid solar pv based micro pumping system. as specified in the work order issued by OREDA
Project Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
PSU	:	shall mean Public Sector Undertaking
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
PVC	:	shall mean Polyvinyl chloride
QR	:	shall mean Qualification Requirement
Qualified Bidder (s)	:	shall mean the Qualified Bidder who is meeting Qualification Requirement
Quoted Price	:	shall mean the price quoted by a Bidder in its Price Bid
RCC	:	shall mean Reinforced cement concrete
RFID	:	shall mean Radio Frequency Identification
RFE	:	shall mean Request for Empanelment
RMS	:	shall mean Root Mean Square
SCC	:	shall mean Special Conditions of Contract
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SMS	:	shall mean short message service
SOW	:	shall mean the Scope of Work
SPV	:	shall mean Solar Photovoltaics
Successful Bidder	:	shall mean the Successful Bidder who is notified in the Empanelment Order and to whom Letter of Intent and Work Order will be issued by the OREDA

Definitions and abbreviation	:	Description
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;
TDS	:	shall mean Tax Deduction at Source
Technical Specification	:	shall have the meaning ascribed to it in Appendix Form 1 under Annexure Clause 7.5.1
Total Price	:	shall mean the final price considered in the Work Order
UTR	:	shall mean Unique Transaction Reference number
Work Order	:	shall have the meaning ascribed to it in ITB Clause <b>Error! Reference source not found.</b>
Year	:	shall mean the calendar year
RfE	:	Request for Expression of Interest" shall mean a document consisting of NIT, ITB, BDS, Eligibility Criteria, Duration of Assignment & Scope of Work, Eligibility Criteria, Evaluation of Bid, Bidding Forms and Contract Forms and any amendments thereof.



## ***Interpretation***

In the Bidding Document and Work Order, 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 general overview and contents of RfE along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of Letter of Intent and Work Order, 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 RfE*

1.1.1.1. In connection with the NIT, OREDA issues this RfE containing all the terms and conditions mentioned herein.

1.1.1.2. The RfE 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. In addition, such a Bidding Document shall also be uploaded on OREDA Website, but for viewing purposes only.

1.1.1.3. The name of the SOW including the associated NIT no., RfE no. 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 improperly the actions of other Party;
- e) "Obstructive Practice" means
  - i. deliberately destroying, falsifying, altering, or concealing of evidence material to OREDA's investigation;
  - ii. making false statements to investigators in order 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 1.1.2.2 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 RfE**

### **1.2.1. Sections of the RfE**

- 1.2.1.1. The RfE consists of the following Sections as indicated below and should be read in conjunction with the NIT and any Addendum, Corrigendum and Clarification.
  - a) Exhibits
    - i. Definitions
    - ii. Interpretations
  - b) Section 1 – Instructions to Bidders (ITB)
  - c) Section 2 – Bid Data Sheet (BDS)
  - d) Section 3 – Scope of Work (SOW)
  - e) Section 4 – Qualification Requirement (QR)
  - f) Section 5 – General Conditions of Contract (GCC)
  - g) Section 6 – Special Conditions of Contract (SCC)
  - h) Section 7 – Annexure
- 1.2.1.2. OREDA is not responsible for the completeness of the Bidding Document if they were not obtained directly from 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 RfE, Site Visit and Pre-Bid Meeting**

- 1.2.2.1. A prospective Bidder requiring any clarification on the RfE shall contact at OREDA's Office Address or write to OREDA's Official Email Id, prior to the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The queries shall be raised as per the format provided in Annexure Clause 0.
- 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 will be to clarify issues and to 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 RfE 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 disqualification of a Bidder.

- 1.2.2.5. The Bidder and any of its personnel and/ or agents will be granted permission by OREDA to enter the Project site for the purpose of such visit, 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 Project site visit.

### 1.2.3. Addendum, Corrigendum, and Clarification to the RfE

- 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 in order 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 RfE 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 RfE or any previously issued Addendum.

## 1.3. Preparation of Bids

### 1.3.1. Cost for preparation of Bid

- 1.3.1.1. 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.

### 1.3.2. Language of Bid

- 1.3.2.1. 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.
- 1.3.2.2. 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.

### 1.3.3. Documents comprising the Bid

- 1.3.3.1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause 0 respectively, 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 **Error! Reference source not found.** at OREDA's Office Address.
- 1.3.3.2. The online submission of the Technical Bid shall comprise the following:

Bid Form	Particulars
Bid Form 1 (Bid Processing Fee)	Copy of the “ <b>e-payment</b> ” 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 “ <b>Bid Processing Fee</b> ”.
	This shall be a non-refundable fee.
	This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).
Bid Form 2 (Cost of Bid)	Copy of the “ <b>Demand Draft</b> ” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India

	<p>towards “<b>Cost of Bid</b>” 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. 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 2 of Section 7 (Annexure).</p>
Bid Form 3 (Bid Security)	<p>Copy of the “<b>Demand Draft</b>” or “<b>Fixed Deposit Receipt</b>” or “<b>Bank Guarantee</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Bid Security</b>”.</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 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 3 of Section 7 (Annexure).</p>
Bid Form 4 (Power of Attorney)	<p>Copy of the “<b>Power of Attorney</b>” 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 4 of Section 7 (Annexure).</p>
Bid Form 5 (Covering Letter of Technical Bid)	<p>Copy of the “<b>Covering Letter of Technical Bid</b>” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document along with an undertaking of select clauses of the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).</p>

Bid Form 6 (Technical Qualification)	<p>Copy of the “<b>Technical Qualification</b>” certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder’s technical qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).</p>
Bid Form 7 (Financial Qualification)	<p>Copy of the “<b>Financial Qualification</b>” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).</p>
Bid Form 8 (Test Certificates)	<p>Copy of the declaration of the “<b>Test Certificates</b>” for the Equipment as issued in the name of the OEM from any valid MNRE/ NABL/Govt accredited test labs as given in as mentioned in QR Clause 4.2.1 and shall be in line with Appendix Form 8 of Appendix Clause 7.5.8 and Appendix Form 8 of Appendix Clause 7.6.8.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).</p>
Bid Form 9 (Self-certificate)	<p>Copy of the declaration of the “<b>Self-certificate</b>” 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 9 of Section 7 (Annexure).</p>
Bid Form 10 (Undertaking for Indigenousness)	<p>Copy of the “<b>Undertaking for Indigenousness</b>” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of domestic contents of the Equipment to be supplied during the performance of the Work Order.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 7 (Annexure).</p>
Bid Form 11 (No Deviation Certificate)	<p>Copy of the “<b>No Deviation Certificate</b>” duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 11 of Section 7 (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 7 (Annexure).</p>
Bid Form 13 (PAN)	<p>Copy of the <b>PAN</b> 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 7 (Annexure).</p>
Bid Form 14 (GST Certificate)	<p>Copy of the “<b>GST Certificate</b>” 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 7 (Annexure).</p>



Bid Form 15 (Income Tax Return)	Copy of the last three (3) assessment year's " <b>Income Tax Return</b> " filing document.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 7 (Annexure).
Bid Form 16 (Quality Assurance)	Copy of the declaration of " <b>Quality Assurance</b> " of the Bidder.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 16 of Section 7 (Annexure).
Bid Form 17 (Summary of the Bidder)	Copy of the " <b>Summary of the Technical Bid</b> " in Microsoft .xls or .xlsx format as per the checklist given therein.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 17 of Section 7 (Annexure).
Bid Form 18 (Declaration on the event of default)	Copy of the declaration of the " <b>Vendor in the event of Default</b> " 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.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 18 of Section 7 (Annexure).
Bid Form 19 (Covering letter along with the Price Bid)	Copy of the "Covering Letter of Price Bid" duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 19 of Section 7 (Annexure).  Copy of the "Price Bid" duly filled and to be uploaded on the e-tendering portal. This is a mandatory submission and shall be submitted in Microsoft xls. Or .xlsx format only as per the requirements given in Bid Form 19 of Section 7 (Annexure).

1.3.3.3. The hardcopy submission of the Technical Bid shall comprise the following:

Bid Form	Particulars
Bid Form 2 (Cost of Bid)	Original of the " <b>Demand Draft</b> " for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards " <b>Cost of Bid</b> " issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.  This shall be a non-refundable fee.  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.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).



Bid Form 3 (Bid Security)	<p>Original of the “<b>Demand Draft</b>” or “<b>Fixed Deposit Receipt</b>” OR the “<b>Bank Guarantee</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Bid Security</b>”.</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 3 of Section 7 (Annexure).</p>
Bid Form 4 (Power of Attorney)	<p>Original of the “<b>Power of Attorney</b>” 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 4 of Section 7 (Annexure).</p>

1.3.3.4. 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 1.3.3.3. **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.

1.3.3.5. 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.

1.3.3.6. 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.

#### 1.3.4. Bid Prices

1.3.4.1. The Bidder shall fill in the Price Bid in line with the instructions mentioned in the Price Bid format as given under Bid Form 11 and Bid Form 12.

1.3.4.2. The Bid prices in the Price Bid shall be made at FOR destination at Project site basis, which means that the Bidder shall be responsible for bringing all Equipment to be used in this Project and maintain it in their safe custody until the Acceptance of the Project is completed with the issuance of Acceptance Certificate and beyond that during the CMC Period as per the terms and conditions of the RfE.

#### 1.3.5. Currencies of Bid and Payment

1.3.5.1. The Price Bid shall be quoted by the Bidder entirely in the currency “Indian Rupees” or “INR”.

#### 1.3.6. Period of Validity of Bids

- 1.3.6.1. Bids shall remain valid for the time period as specified in Section 2 (BDS) after 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 by OREDA.
- 1.3.6.2. 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 1.3.7, 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.

### 1.3.7. Bid Security

- 1.3.7.1. The Bidder shall furnish Bid Security as per the Bid Form 2 pursuant to ITB Clause 1.3.3.2.
- 1.3.7.2. Unless otherwise specified in Section 2 (BDS), any Bid not accompanied by a fully compliant Bid Security in case one is required in accordance with ITB Clause 1.3.7.1, shall be liable for rejection by OREDA as non-responsive Bid.
- 1.3.7.3. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of unsuccessful Bidders shall be returned within a maximum time period of thirty (30) Days upon the Qualified Bidder accepting the Letter of Intent (LOI) with required formalities.
- 1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Qualified Bidder shall be returned within a maximum time period of thirty (30) Days after completion of empanelment period with required formalities.
- 1.3.7.5. The Bid Security received against the previous RfEs shall not be adjusted towards the Bid Security to be submitted against this RfE.
- 1.3.7.6. The Bid Security amount/BG/FDR should remain with OREDA in case a vendor/bidder is empaneled. The bid security should be valid for a period of 420 days from the date of the award of empanelment.
- 1.3.7.7. 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 Bidder accepting L1 price (LOI for empanelment) fails to
    - i. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6; or
    - ii. furnish the Performance Security pursuant to ITB Clause **Error! Reference source not found.** ; or
    - iii. accept the Letter of Award (LOA) pursuant to ITB Clause **Error! Reference source not found.**

### 1.3.8. Format and Signing of Bid

- 1.3.8.1. The Bid Form as given in ITB Clause 1.3.3 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 RfE Document.
- 1.3.8.2. 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.
- 1.3.8.3. The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.

- 1.3.8.4. 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. Submission and Opening of Bids**

### **1.4.1. Sealing and Marking of Bids**

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

### **1.4.2. Deadline for submission of Bids**

- 1.4.2.1. 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.
- 1.4.2.2. OREDA may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in accordance with ITB Clause 1.2.3.2, 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.

### **1.4.3. Late Bids**

- 1.4.3.1. OREDA shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 1.4.2. 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.**

### **1.4.4. Withdrawal, Substitution, and Modification of Bids**

- 1.4.4.1. 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 as per the instructions mentioned in ITB Clause 1.4.1.1.
- 1.4.4.2. 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 and Price Bid or any extension thereof as per the terms of Bidding Document.
- 1.4.4.3. 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.
- 1.4.4.4. The Bidders may modify, resubmit, or withdraw their Bids as per the provisions given on the E-procurement Website.
- 1.4.4.5. 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.

### **1.4.5. Acceptance/ rejection of the Bids**

- 1.4.5.1. The Bids submitted by the Bidders shall be liable for rejection in case
- Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online submission of Technical Bid pursuant to ITB Clause 1.3.3.2.
  - Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause 1.3.3.3.
  - Any incomplete or non-submission of any mandatory Bid Form or document mentioned under hardcopy submission of Bid pursuant to ITB Clause **Error! Reference source not found.**

- d) Late Bids received as per ITB Clause 1.4.3.
- 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.

#### **1.4.6. Bid Opening**

##### **1.4.6.1. Technical Bid (Online and hardcopies)**

- 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.

##### **1.4.6.2. 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 1.5.
- 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.

## ***1.5. Evaluation and Comparison of Bids***

### **1.5.1. Confidentiality**

- 1.5.1.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation for the issue of Work Order, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the issuance of Work Order is communicated to all Bidders, unless it is specifically required by OREDA to do such disclosure as per the specific requirements.
- 1.5.1.2. Any attempt by a Bidder to influence OREDA's decision in the evaluation of the Bids or issuance of Work Order may result in the rejection of its Bid.
- 1.5.1.3. Notwithstanding ITB Clause 1.5.1.2, from the time of Bid opening to the time of issuance of Work Order, if any Bidder wishes to contact OREDA on any matter related to the bidding process, it may do so in writing only.

### **1.5.2. Clarification of Bids**

- 1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical Bid and Price 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 Technical Bid or prices in the Price 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.

- 1.5.2.2. 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.

### 1.5.3. Examination of Technical Bids

- 1.5.3.1. OREDA shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission and ITB Clause **Error! Reference source not found.** for hardcopy submission have been provided in order to assess the completeness of the Technical Bid.
- 1.5.3.2. 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.

### 1.5.4. Responsiveness of Technical Bid

- 1.5.4.1. 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 1.3.3.2 and ITB Clause **Error! Reference source not found.**
- 1.5.4.2. If a Bid is not responsive to the requirements of the RfE, it shall be liable for rejection by OREDA and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### 1.5.5. Qualification of the Bidder

- 1.5.5.1. OREDA shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying requirements specified in Section 4 (QR).
- 1.5.5.2. 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 1.3.3.
- 1.5.5.3. 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.

### 1.5.6. Correction of Arithmetical Errors

- 1.5.6.1. During the evaluation of Price Bids, OREDA shall correct arithmetical errors on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
  - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
  - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.
- 1.5.6.2. If the Bidder that submitted the lowest evaluated (L1) Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

### 1.5.7. Evaluation and comparison of Bids

- 1.5.7.1. OREDA shall compare all responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Clause 1.5.6.2.

### 1.5.8. OREDA's right to accept any Bid, and to reject any or all Bids

- 1.5.8.1. 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.

## 1.6. Work Order

### 1.6.1. Award Criteria

- 1.6.1.1. The various categories of the Bidders considered in this Bidding Document are mentioned in Section 2 (BDS).
- 1.6.1.2. The Successful Bidders for empanelment shall be selected as per the procedures mentioned in Section 2 (BDS).

### 1.6.2. Issue of Letter of Intent

- 1.6.2.1. 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.
- 1.6.2.2. 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.
- 1.6.2.3. 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.

Sl. No	Critical documents
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to OREDA
2.	Submission of Performance Security as per ITB Clause 1.6.3
3.	Submission of a Detailed Workplan in line with the Project Timelines mentioned in the SOW Clause 3.4.1 for the implementation of Project.
4.	Submission of a site survey report with the finalization of the exact location of the Project and the plan for the finalization of loads for the purpose of implementation of the Project.
5.	Single line diagram of the Project.
6.	Design document of the module mounting structure and other mounting structure, of the Project along with a STAD pro analysis report as a part of the mandatory submission, if applicable.
7.	Bill of materials along with spares and all relevant equipment test certificates
8.	Proof of Local office (registered office address in Odisha)

**Note : The Requirement of the critical documents shall be mentioned in the actual issue of LOI.**

### 1.6.3. Performance Security

- 1.6.3.1. Within fifteen (15) Days of the receipt of Letter of Intent from OREDA as per ITB Clause 1.6.2, the Successful Bidder shall furnish the Performance Security as per LOI Form 2 under Section 7 (Annexure).
- 1.6.3.2. The Performance Security shall be denominated in Indian Rupees only.
- 1.6.3.3. The Performance Security shall be submitted as per the details given in Section 2 (BDS).  
The  
Performance Security shall be submitted only in the form of a Bank Guarantee and the Bank Guarantee shall be issued in favour of Chief Executive Officer, OREDA payable at Bhubaneswar, Odisha for an amount, expiry date and claim date as mentioned in Section 2 (BDS).

### 1.6.4. Issue of Work Order

- 1.6.4.1. Failure of the Successful Bidder to complete all the formalities mentioned in the Letter of Intent pursuant to ITB Clause 1.6.2 shall constitute sufficient grounds for the annulment of the Letter of Intent and forfeiture of the Bid Security. In that event, OREDA may issue the Letter of Intent



to the next lowest evaluated (L2, L3, and so on in sequence) Successful Bidder at the same lowest evaluated (L1) price quoted by the first Successful Bidder. In all cases, the Bid of the Successful Bidder shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. In case any of the Bidder from L2, L3, and so on in sequence does not accept the Letter of Intent, then OREDA shall have the right to select the Successful Bidder or annul the bidding process, at its own discretion.

1.6.4.2. Upon completion of all the formalities mentioned in the Letter of Intent within the stipulated timeline by the Bidder, OREDA shall issue the Work Order to the Successful Bidder within a maximum time period of fifteen (15) Days.

## **1.7. Empanelment Order**

### **1.7.1. Issue of Empanelment Order**

1.7.1.1. Failure of the Qualified Bidders to complete all the formalities mentioned in the LOI pursuant to ITB Clause 1.6.2 shall constitute sufficient grounds for the annulment of the LOI. In all cases, the Bid of the Qualified Bidder (s) as discovered through the process mentioned in BDS Clause 2.1.7 shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. In case, any of the Bidder does not accept the LOI, then OREDA shall have the right to annul the bidding process, at its own discretion.

1.7.1.2. Upon completion of all the formalities mentioned in the LOI within the stipulated timeline by the Bidder(s), OREDA shall issue the Empanelment Order to the Qualified Bidder(s) within a maximum time period of fifteen (15) Days.

1.7.1.3. Empanelment Order issued to Qualified Bidder(s) accepting the LOI with required formalities shall be called as Successful Bidder(s).

### **1.7.2. Content of Empanelment Order**

1.7.2.1. Empanelment of bidders shall be done for different types of Applications/ Project. It is mandatory for bidders to bid for all different capacities under particular type of application/project mentioned under the scope of work.

1.7.2.2. Empanelment Order will mention the name of empaneled Successful Bidder(s) & category of bidder. The Discovered Price shall remain valid until the expiry of the Empanelment Period.

## 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).

### 2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause						
2.1.1.	ITB Clause 1.1.1.3	<p><b>Name of the Project:</b> Request for Empanelment (RfE) for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.</p> <p><b>RfE no.: 5013 Dated 31.12.2024</b></p>						
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online pre-bid meeting.						
2.1.3.	ITB Clause 1.3.3.2 and ITB Clause Error! Reference source not found.	<p><b>Category A:</b></p> <table border="1"> <tr> <th>Bid Security (INR)</th><th>Cost of bid (INR)</th><th>Bid processing fee (INR)</th></tr> <tr> <td>3,00,000</td><td>10,500/-+ GST</td><td>1,000/- + GST</td></tr> </table> <p><b>Category B:</b></p> <p><b>The bid security and cost of bid amount is exempted as per prevailing concessions applicable for MSME bidders registered in Odisha or India.</b></p> <p>The Bid Processing Fee shall be made in favour of “KSEDC Limited” payable at “Bengaluru”.</p> <p>In case of the Bid Security submitted is in the form of a Bank Guarantee/Fixed deposit receipt/Demand Draft, it shall issue in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar. The expiry date, and claim date are as follows:</p> <ul style="list-style-type: none"> <li><b>Expiry date:</b> Four hundred and Twenty (420) Days from the original last date of submission of online Technical Bid</li> <li><b>Claim date:</b> Three (3) Months from the date of expiry</li> </ul> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>Bid Security Declaration shall be submitted by bidders as per Bid Form 2 and disciplinary action mentioned in Bid Security Declaration will be applicable in place of forfeiture of the Bid Security wherever applicable in this RfE.</li> </ol> <p>The Bid Processing Fee shall be made in favour of “KSEDC Limited payable at “Bengaluru”. This can be submitted as per Bid Form 2.</p>	Bid Security (INR)	Cost of bid (INR)	Bid processing fee (INR)	3,00,000	10,500/-+ GST	1,000/- + GST
Bid Security (INR)	Cost of bid (INR)	Bid processing fee (INR)						
3,00,000	10,500/-+ GST	1,000/- + GST						



BDS Clause reference	ITB Clause reference	Detailed Clause
2.1.4.	ITB Clause 1.3.6.1	<b>Bid validity period:</b> Four hundred and Twenty (420) Days from the last date of Bid submission.
2.1.5.	ITB Clause 1.4.1.1	<p><b>Procedure for submission of Bid:</b></p> <ul style="list-style-type: none"> <li>For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only.</li> <li>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.</li> <li>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.</li> <li>As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided.</li> <li>After viewing the RfE 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"> <li>Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed.</li> <li>Click/ Double Click to open the Microsoft Internet Explorer</li> <li>Go to Start &gt; Programs &gt; Internet Explorer. Type the E-procurement Website address "www.tenderwizard.com/OREDA" in the address bar of Internet Explorer to access the Login Screen.</li> <li>Enter user id and password, click on "Go".</li> <li>Click on "Click here to login" to select the DSC and enter the DSC Password. Re-enter the user id and password.</li> <li>Click "Un Applied" to view/ apply for a new RfE.</li> <li>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. <ul style="list-style-type: none"> <li>Click on the "Show Form" icon.</li> <li>Bidding Document will appear on the screen.</li> <li>Click "Click here to download" to download the Bidding Document.</li> </ul> </li> </ul> </li> <li><b>The Bidder shall submit the Bid either under Category A or Category B as per the terms of the Bidding Document.</b></li> <li>The Bidder shall submit the Bid as per the terms of the Bidding Document.</li> <li>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.</li> <li>Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not.</li> <li>The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids.</li> </ul>

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> <li>The hardcopies as required to be submitted shall be submitted OREDA's Office Address as per the timelines mentioned in NIT or any Corrigendum.</li> <li>Please note down or take a print of the bid control number once it is displayed on the screen.</li> <li>Bid opening events can be viewed online.</li> <li>The Bids submitted by one Bidder can be viewed by other Bidders.</li> </ul>
2.1.6.	ITB Clause 1.6.1.1	<p>The empanelment of bidder will include two (2) categories of the Bidders for each type of project:</p> <ul style="list-style-type: none"> <li><b>Category A:</b> Any Bidder registered pan India who meets the Qualification Requirement as per Section 4 (QR) can participate under Category A.</li> <li><b>Category B:</b> The Bidders who are local MSME and registered under the MSME Development Act, 2006 in India as per Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Udyam Registration) (Electric power generation using solar energy) and meets other requirements as per QR clause 4.1 and meets "Specific Qualification Requirement" as per QR Clause 4.2, but does not meet the "Technical Qualification Requirement" as per QR Clause 4.3 and "Financial Qualification Requirement" as per QR Clause 4.4. In case any such Bidder has participated under Category A, then such a Bidder cannot participate under Category B.</li> </ul> <p><b>Note:</b> A Bidder can either participate under Category A or under Category B. Further, Category A and Category B bidder shall not be related by any way which may result into conflict of interest. In case a Bidder participates for both Category A and Category B or Category A and Category B bidders are related entities as per our definition of affiliate, then such Bids shall be summarily rejected owing to conflict of interest and either or both bidder may be blacklisted in the future from further participating in any bid with OREDA.</p> <p>The empanelment order may include empaneled Bidders from Category A and Category B bidders.</p> <p><b>Note:</b> OREDA reserves all the right to empanel bidders under the Category A and Category B.</p>
2.1.7.	ITB Clause 1.6.1.2	<p><b>Empanelment of Successful Bidders: Please refer to section 7.8 Work Allocation Methodology for detailed allocation methodology.</b></p> <ul style="list-style-type: none"> <li>Based on quotation submitted by the Qualified Bidder(s), lowest evaluated price (L1) for different configuration of Roof Top Solar Project On-grid(with battery backup) system, shall be discovered.</li> <li>For Category A: The discovered L1 price for each type of configuration and packages of Roof top Solar shall be offered to all the respective Qualified Bidder(s) to match it, subject to the bidder's price bid is less than or equal to 1.20 x L1 price. The bidders whose financial bid is more than 1.20 x L1 price, shall not further be considered for the empanelment process. L2 bidder on wards who will agree to match L1 price will be selected based on their ranking (in terms of their financial bid, ranking such as L2, L3, L4 etc.). In case the bidders quoted equal price there will be draw of lots among the equal quoted bidders to select the successful bidder.</li> </ul>

BDS Clause reference	ITB Clause reference	Detailed Clause
		<p><b>Maximum total 10 bidders shall be empaneled for execution of various On grid(with battery backup) Roof Top Solar projects as Category A Bidders.</b></p> <ul style="list-style-type: none"> <li>For category B: Successful Bidders will be selected for different configuration of Roof Top Solar project On-grid system, as mentioned in BDS 2.1.3, subject to matching L1 price. The projects will be allocated to category B bidders as per OREDA's discretion until all the category B bidders are allotted some work. Once the allotment to every bidder completed the projects will be allocated as per the performance of the bidder.</li> </ul> <p><b>All the techno-commercially responsive bids will undergo a draw of lots and will be selected for the allotment of work.</b></p> <ul style="list-style-type: none"> <li>Empanelment Order will be issued to Qualified Bidder(s) who qualified as L1 bidder(s) or accepted L1 price bid for different configuration of Roof Top On Grid Solar project with battery backup as mentioned in BDS 2.1.3 and accepting the LOI with required formalities</li> </ul> <p><b>Note: In case 50% of the responsive bidders or five (5) responsive bidders do not agree to the L1 price discovered, the bid may be rejected at OREDA's discretion.</b></p>
2.1.8.	<b>Error! Reference source not found.</b>	<p>Allocation of Work to empaneled Successful Bidders:</p> <ul style="list-style-type: none"> <li>All successful bidders conveying acceptance to L1 price listed in Empanelment Order shall be arranged in the order of ranking based on their initial submitted financial bids (example: L1, L2, L3, and so on), for respective On grid(with battery backup) solar application as mentioned in BDS 2.1.3.</li> <li>Depending upon the quantum of work required, the batch of order will be placed to one or more empaneled bidders based on their rank of empanelment. Please refer to section 7.8 for detailed work allocation strategy.</li> <li>Initially, once the work is allotted to one/more bidders, the next quantum of work will be allotted to the bidder(s) with next ranking and so on till all the empaneled bidders receive at least one LOA, for a particular solar On-grid with battery backup type of application.</li> <li>For a particular type of On-grid with battery backup application, once all the empaneled bidders receive get at least one LOA, OREDA will place subsequent LOA to the empaneled bidders based on their past performance, quality of work and timely execution of the project during the empanelment period.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>OREDA reserves all the right to change the number of empaneled bidders under the Category A and Category B.</li> <li>OREDA reserves the right to change the criteria of work allocation</li> <li>OREDA reserves the right to negotiate with the L1 Bidder to arrive at the Total Price for the Bid.</li> </ul>

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> <li>• OREDA reserves the right to increase/decrease the Bidder(s) Allocated Capacity at the sole discretion, based on their performance.</li> <li>• It is the discretion of OREDA to increase/decrease/transfer the Empaneled Vendor allocated capacity <ul style="list-style-type: none"> <li>i) on bidder's request OR</li> <li>ii) failing to meet the conditions stipulated in Work Order OR</li> <li>iii) Not meeting the performance as per the terms in RfE/ Work Order</li> </ul> </li> </ul> <p>OREDA shall verify the feasibility of Projects submitted the Successful Bidders post receiving the LOA and subsequent performance of the Successful Bidders.</p>
2.1.9.	ITB Clause Error! Reference source not found.	<p><b>Performance Security:</b>  For Category A :  Performance Bank Guarantee = 10% of the Work order Value in the form of BG of 2% each (5 Nos one for each year) at the time of Acceptance of LOI</p> <p>For Category B  Performance Bank Guarantee = 10% of the Work order Value in the form of BG of 2% each (5 Nos one for each year) at the time of Acceptance of LOI</p> <p><b>Note: No waiver or concession of any kind will be granted for the submission of the Performance Bank Guarantee (PBG).</b></p>

## 3. Scope of Work (SOW)

Section 3 (SOW) contains about the Project, roles, and responsibilities of the individual Parties, Equipment requirements, Technical Specifications, Designs and Drawings, Supplementary Information, Spares, Project Timelines, etc. that describe the SOW under the RfE.

### 3.1. About the Project

#### 3.1.1. Introduction

3.1.1.1. The Scope of Work shall be for empanelment of agencies for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis for period of one year from date of empanelment order.

3.1.1.2. Following will be the Scope of Work for different types of projects during empanelment period.

Sr. No.	Type of Project	Description of Scope
1	On-grid (with battery backup) roof top solar project system	Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis as per the Technical Specification and all terms given in the RfE

**Note: The total project capacity during the empanelment period may be increased or decreased at OREDA's discretion.**

3.1.1.3. Bidder shall confirm to participate in empanelment and rate contract for different type of project in Bid Form 1 under Clause 7.1.1

3.1.1.4. The program of execution of the supply, installation and commissioning of Projects shall be carried out in phased manner as per the work order and instruction of OREDA. However, upon issuance of work order, project shall be executed strictly as per the timelines mentioned in the SOW Clause 3.4 of the RfE.

### 3.2. Roles and Responsibilities

#### 3.2.1. Roles and Responsibilities of the Successful Bidder for the implementation of Projects

##### 3.2.1.1. Design and Engineering

- The Successful Bidder shall complete the design and engineering of the Project as per the Technical Specification given in SOW Clause 3.3.1.2 using the Equipment as given in SOW Clause 3.2.1.2 and shall be developed as per the Applicable Law and the Prudent Utility Practices prevailing in Odisha.
- The Successful Bidder shall ensure that the remote communication facility is available at each at Project location. The Successful Bidder shall share the remote communication protocol as well as the login credentials (username, password, etc.) to OREDA for each project.

- c) The Successful bidder shall be responsible for commissioning of Net-Meter at the project site on-behalf of the beneficiary. The load-enhancement/contract demand enhancement shall be done by the bidder on-behalf of the beneficiary.
- d) The Successful Bidder shall design for an adequate protection system as per the requirement of the site by taking lightning, wind speed, rainy season, other climatic conditions, sudden surges in voltage and current, etc.
- e) The indicative drawing and design of a module mounting structure that can withstand a wind speed up to 200 km per hour has been provided at SOW Clause 3.3.1.2. However, depending on the actual site conditions, the Successful Bidder may propose for a change in the design of module mounting structures with due certification from a chartered engineer with regards to quality, durability and wind resistance capability for the abovementioned speed and install the same only after getting due approval from the Authorized Representative of OREDA.
- f) The Successful Bidder shall mandatorily visit all the sites and submit single line diagrams indicating all wiring details, connectivity details, etc. as per the Applicable Law and Prudent Utility Practices, prior to the procurement of Equipment and commencement of construction works at the site.
- g) The Successful Bidder shall submit the final civil, mechanical and electrical design & diagram, etc. to OREDA and obtain the approval from OREDA prior to the commencement of installation works.

#### **3.2.1.2. Supply of Equipment**

- a) The Successful Bidder shall supply all the Equipment as per the Technical Specification given in SOW Clause 3.3.1.1.
- b) The Successful Bidder shall be responsible for the supply of all Equipment required for setting up respective On grid (with battery backup) application system.
- c) The Successful Bidder shall be responsible for procuring, packing, forwarding, loading, unloading, safekeeping, and handling of all Equipment including insurance coverage all the time until Acceptance of the Project pursuant to SOW Clause 3.2.1.5.
- d) The Successful Bidder shall be responsible to maintain the spares all the time until the expiry of the CMC Period. In no case, OREDA shall provide any spares until the expiry of CMC Period of the Plant and the Successful Bidder shall be responsible solely for the replacement of the spares for the reasons attributable to the Successful Bidder.

#### **3.2.1.3. Installation**

- a) The Successful Bidder shall be responsible for carrying out the installation of all Equipment as per the design, SLDs, etc. approved by OREDA pursuant to SOW Clause 3.1.1.1
- b) The Successful Bidder shall be responsible for installation of the On grid(with battery backup) solar PV systems, BOS, solar PV array and required material as per the technical specifications and standards provided in the tender and testing the same in the presence of Authorized Officer.
- c) The Successful Bidder shall ensure to have a clean and tidy installation. The Successful Bidder shall ensure to consider the safety aspects into consideration and shall not leave any loose cables to lie on the project site.
- d) The Successful Bidder shall install display boards mentioning the name of the Department, Project capacity, date of Commissioning, date of Acceptance, contact details of OREDA, CRC, and Successful Bidder at prominent places near to the project sites
- e) The Successful Bidder shall install danger boards, safety boards, etc. at suitable locations as per the Applicable Law and Prudent Utility Practices.
- f) The Successful Bidder shall ensure that earthing flats do not touch the walls/or any surface prone to human touch at any place and sufficient insulators shall be provided for the same.
- g) The Successful Bidder shall ensure the protection of life and property likely to be endangered due to the installation of the project.



- h) The installation process shall be documented step-by-step as per the instructions given in the Mobile Application (currently “ReSolve” application) developed by OREDA through its Customer Relationship Centre (CRC). The Successful Bidder shall mandatorily install the Mobile Application from the CRC team (currently “ReSolve” application) and get itself trained if required. The instructions are given in SOW Clause 3.3.1.6.

#### **3.2.1.4. Testing and Commissioning**

- a) After completion of installation works, the Successful Bidder shall complete the testing and Commissioning in the presence of the Assistant Director of OREDA as well as the designated representative of the beneficiary. The committee comprising of the above persons shall be termed as the Commissioning Committee.
- b) The Successful Bidder shall take consultation from the Commissioning Committee on finalizing a date and time of testing and Commissioning.
- c) Upon completion of testing and Commissioning, the Commissioning Committee shall issue the Joint Commissioning Certificate to the Successful Bidder as per the format given in SOW Clause 3.3.1.4.
- d) Obtaining all clearances, permits, licenses including arrangement of land and connectivity to the Grid and access (if applicable) prior to scheduled date of commencement of supply of power shall be the responsibility of the Generator and the Procurer shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc.
- e) The testing and Commissioning process shall be documented step-by-step as per the instructions given in the Mobile App developed by OREDA through CRC ((currently “ReSolve” application).
- f) The format for the Commissioning Report is given in SOW Clause 3.3.1.4.

#### **3.2.1.5. Acceptance**

- a) The performance and health of the Project will be monitored for a period of ninety (90) Days from the date of Commissioning.
- b) The Commissioning Report followed during Commissioning as given in SOW Clause 3.3.1.43.3.1.2 shall be performed again before issuance of the Acceptance Certificate as per format given in SOW Clause 3.3.1.5.
- c) Upon Acceptance of the Project, the Comprehensive Maintenance of the Project shall begin as per SOW Clause 3.3.1.5.

#### **3.2.1.6. Comprehensive Maintenance**

- a) The Successful Bidder shall be required to undertake Scheduled Maintenance, Corrective Maintenance, and Breakdown Maintenance during the CMC Period.
- b) The Successful Bidder shall adhere to all maintenance procedures as required from time to time, without any protest or hesitation.
- c) The Successful Bidder shall undertake the Scheduled Maintenance as per the standard maintenance protocol given in SOW Clause 3.3.1.8. The Scheduled Maintenance process shall be documented step-by-step as per the instructions given in the Mobile App developed by OREDA through CRC ((currently “ReSolve” application).
- d) The Successful Bidder shall also undertake Corrective Maintenance and Breakdown Maintenance as and when required upon receipt of service request from CRC or OREDA or Department raised through the Mobile App ((currently “ReSolve” application) or any other medium as suggested by OREDA or Department from time to time. Such service request shall be resolved and made functional within a maximum period of seven (7) Days from the date of such service request raised through Mobile App (currently “ReSolve” application), failing which might restrict the Successful Bidder in participating in the future opportunities of OREDA, subject to the final decision at the discretion of OREDA only.
- e) The performance bank guarantee (PBG) will be forfeited for the year if the vendor fails to meet the criteria as specified in CMC Performance Report 7.5.8.
- f) In case failure in CMC Performance for any two years within the CMC period of 5 years, OREDA may debar/ blacklist the bidder for at least one year to participate directly/ indirectly in future tenders by OREDA.
- g) The Successful Bidder is required to train and guide the beneficiary for day-to-day Comprehensive Maintenance and upkeep of the Project.
- h) The Successful Bidder shall maintain the safety stock of spares required to Repair and Maintain Project all the time until the expiry of the Work Order and during CMC period.

- i) The Successful Bidder shall establish a local office in Odisha, so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.
- j) While submitting the CMC performance report (Appendix 8) every year for clearance of CMC bill by vendors, the vendor should submit the supporting reports generated from CRC portal duly signed by concerned Assistant Director/ authority from OREDA.
- k) The before and after photograph should be uploaded on CRC portal for every ticket closures.
- l) At the end of each completed CMC year, the CMC charges should be claimed within 60 days of the last date of 1<sup>st</sup> / 2<sup>nd</sup> / 3<sup>rd</sup> / 4<sup>th</sup> / 5<sup>th</sup> year of the CMC period, failing which, it will be lapsed and the amount shall not be carried forward to the next year.
- m) There would be performance evaluation of every vendor based on asset maintenance during CMC period and it will be an important parameter / clause in the future RfE/EOI/tender to be floated by OREDA.

### 3.2.2. Insurance

- a) The Contractor has to submit the Insurance Policy covering CMC period for risks of Theft, Burglary & Non-Warranty parts coverage for the period of five years to OREDA immediately
- b) A copy of the policy should be handed over to OREDA after commissioning of the project, failing which, the payment towards installation and commissioning will not be released.

### 3.2.3. Plant Performance Evaluation

The successful bidder shall be required to meet minimum guaranteed generation at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. **Minimum CUF of 14% should be maintained for a period of 5 years. The bidder should send the periodic plant output details to OREDA for ensuring the CUF.  $CUF = \text{actual annual energy generated from the plant in kWh} / (\text{installed plant capacity in kW} \times 365 \times 24)$ .**

During grid failure, the SPV system stops generating. Any instances of grid failure need to be mentioned in the monthly/Quarterly report and those instances need to be authorized by Consumer. Then the period will be excluded in calculation of CUF.

Capacity of Solar PV plant (kWp)	Expected Generation @ 14% CUF (kWh)/Year	Penalty on the event of shortfall of generation
1	1226.4	(Expected Generation at CUF–Actual Generation – Shortfall of generation)×Penalty Rate(₹ per kW
5	6,132	(Expected Generation at CUF–Actual Generation – Shortfall of generation)×Penalty Rate(₹ per kW
10	12,264	(Expected Generation at CUF–Actual Generation – Shortfall of generation)×Penalty Rate(₹ per kW

No. of units generated – Solar monitoring systems, SCADA, generation metering data, Inverter RMS data at the inverter.

Shortfall of generation –

- a. Force majeure events.
- b. Grid unavailability
- c. Scheduled maintenance (with pre-approved downtime).

Penalty Rate - The highest tariff slab of the respective consumer

**Note : The bidder is required to pay a penalty for any generation shortfall in the form of a Demand Draft (DD) in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar to release the annual release of the Performance Bank Guarantee (PBG).**

### 3.2.4. Roles and Responsibilities of OREDA

- 3.2.4.1. OREDA shall be responsible for providing its approval on the final Designs and Drawings consisting of the detailed designs, single line diagram, etc. after the obtaining such document from the Successful Bidder pursuant to SOW Clause 3.2.1.1g).
- 3.2.4.2. All tests and inspections shall be made at the Project site. The Authorized Representative of OREDA shall be entitled at all reasonable times to inspect, supervise and test during the implementation of the Project. Such inspection will not relieve the Successful Bidder of their obligation in the Work Order. OREDA shall have the right to have the tests carried out at its own cost by an independent agency at any point in time.



### 3.3. Technical details of Project

#### 3.3.1. Technical details of project

- 3.3.1.1. **Technical Specifications:** The Technical Specification of all Equipment are provided in Annexure 7.5.1.
- 3.3.1.2. **Designs and Drawings:** The tentative Designs and Drawings of the Project are provided in Annexure Appendix Form 2 (Indicative design and drawing for projects).
- 3.3.1.3. **Spares:** The required % of spares are mentioned in Annexure Appendix Form 2 (Spares).
- 3.3.1.4. **Installation cum Handing over Certificate:** The detailed Installation cum handing over is provided in Annexure **Error! Reference source not found.**
- 3.3.1.5. **Joint Commissioning Certificate:** The format of the Joint Commissioning Certificate is provided in Annexure 7.5.4.
- 3.3.1.6. **Acceptance Certificate:** The format of the Acceptance Certificate is provided in Annexure 7.5.5.
- 3.3.1.7. **CRC guidelines:** The CRC guidelines are provided in Annexure 7.7.
- 3.3.1.8. **Scheduled Maintenance:** The detailed procedure and checklist for performing Scheduled Maintenance are provided in Annexure 7.5.6.
- 3.3.1.9. **Test Certificates:** The required test certificates are provided in Annexure 7.5.7.
- 3.3.1.10. **Insurance Document:** The requires Insurance documents to be provided

### 3.4. Project Timelines

#### 3.4.1. The following are the Project Timelines for developing the Project:

Activities	Project Timelines
<b>Timeline for empanelment of the bidders</b>	
Issue of Letter of Intent for empanelment by OREDA	T0 (start date)
Acceptance of Letter of Intent for empanelment by Qualified Bidder(s) along with supporting documents as asked in the LOI	T1= T0 + seven (7) days
Issue empanelment order	T2 = T1 + fifteen (15) days
Start of empanelment and rate contract period	T3 = T2 + one (1) day
End of empanelment and rate contract period	T4 = T3 + three hundred and sixty five (365) days
<b>Activities</b>	<b>Project Timelines</b>
<b>Timeline for LOA and Acceptance during project allocation</b>	
Issue of LOA by OREDA	T0 (start date)
Acceptance of LOA and Submission of critical documents as per ITB clause <b>Error! Reference source not found.</b> by the Empaneled Bidder(s)	T1 = T0 + fifteen (15) days
Commissioning	T2 = T1 + sixty (60) days/ ninety (90) days/ one hundred twenty (120) days as per work order
System Acceptance	T3 = T2 + ninety (90) days
CMC start date	T4 = T2 + one (1) day
CMC end date	T5 = T4 + five (5) years

T0: start date

## 4. Qualification Requirement (QR)

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

The Bidder shall fulfill the below Qualification Requirement in order 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.

### 4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	<p><b>Applicability:</b> For Category A and Category B Bidders</p> <p>The Bidder must be a</p> <p>4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or</p> <p>4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or</p> <p>4.1.1.3. sole proprietorship firm under the relevant laws in India.</p> <p>4.1.1.4. Bidder should have a valid electrical license for performing Electrical work along with the valid license of Supervisor and Lineman.</p> <p>4.1.1.5. If the bidder does not hold the license within their own company/firm, they may declare an electrical license partner along with a copy of the partner's electrical license.</p> <p>4.1.1.6. Joint venture (JV) or Consortium of companies registered in India under relevant laws in India</p> <p><b>Note:</b>  <b>1. Joint venture and consortium are allowed. The format is mentioned in Annexure 7.10.</b>  <b>2. Sub-Contracting of Work/Project is not allowed.</b></p>	<p>The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45</p>
4.1.2.	<p><b>Applicability:</b> For Category B Bidders only</p> <p>In case the Bidder is a local MSME registered in Odisha, the Bidder must be registered under the MSME Development Act, 2006 in Odisha under Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Electric power generation using solar energy).</p> <p>Bidder should have a valid electrical license for performing Electrical work along with the valid license of Supervisor and Lineman.</p> <p>If the bidder does not hold the license within their own company/firm, they may declare an electrical license partner along with a copy of the partner's electrical license.</p>	<p>The Bidder being a local MSME must submit a copy of the certificate of registration issued by an appropriate authority. This is applicable only for the MSEs. The Bidders, other than an</p>

Clause no.	Qualification Requirement	Support document
	Such Bidder under Category B shall be exempted from meeting "Technical Qualification Requirement" as per QR Clause 4.3 and "Financial Qualification Requirement" as per QR Clause 4.4, but shall comply "Specific Qualification Requirement" as per QR Clause 4.2 and 4.1.3.	MSE, cannot apply for such Projects.  Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45  The Bidder must submit Bid Form 2.
4.1.3.	<b>Applicability:</b> For Category A and Category B Bidders  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.  The Bidder must submit Bid Form 7.

## 4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	<b>Applicability:</b> For Category A and Category B Bidders  OREDA is in the process of empaneling OEMs for solar PV panels, inverters, and structures. The Bidder must be in possession of the valid latest test certificates (If any) of solar photovoltaic modules and inverters, from MNRE/ BIS/ NABL authorized test laboratories only. Such test certificates must have the IEC and IP standards from any valid MNRE accredited test labs as given in Appendix Form 8 of . Appendix Clause 7.5.7.	The Bidder must use the OEM is currently being empaneled, and the final list will be provided to vendors. • Bidders are required to use only the empaneled OEMs. • A change of OEM is allowed in unavoidable situations (e.g., unavailability, supply delays, quality issues) with: - Prior approval from OREDA. - Submission of the latest datasheets and test reports from MNRE-approved labs. • The make/model will be finalized only with  The Bidder must submit Bid Form 6 of Section 7 (Annexure), as a part of declaration only.  <b>Note:</b> The proof of all documents showcasing the possession of such copies of the Test Certificates by the Bidder shall be submitted as per the instructions given under the Letter of Intent and not at the time of Bid submission.
4.2.2.	<b>Applicability:</b> For Category A and Category B Bidders  The Bidder must possess established high standards for 'quality' and 'environment health and safety' in line with ISO 9001 and ISO 14001 certifications respectively for but not limited to Solar PV modules, Inverters used in Projects	The Bidder shall declare that it has a copy of ISO certificate for ISO 9001 and ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM for its implementation.  The Bidder must submit Bid Form 16 of Section 7 (Annexure).  <b>Note:</b> The documentary evidences shall be submitted as a part of response to the Letter of Intent and prior to issuance of the Work Order, and not at the time of bidding.

### 4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document						
4.3.1.	<p><b>Applicability:</b> For Category A Bidders only</p> <p>The Bidder must have the experience of commissioning for a cumulative capacity as mentioned under the “Min. experience requirement in nos.”, in the last three (3) years from the last date of online submission of the Technical Bid in India.</p> <p>The minimum experience requirement shall be as follows:</p> <table><tr><th>Criteria &amp; Application</th><th>Min. experience requirement</th></tr><tr><td><b><u>Bidders Operating Pan India:</u></b>  Roof top solar /ground mounted solar On grid/Off-Grid <b>power Plants</b></td><td>Bidders with operations across India must have a minimum experience of successfully completing projects with a total capacity of <b>500 kW</b>.</td></tr><tr><td><b><u>Bidders Registered in Odisha:</u></b>  The Roof top solar /ground mounted solar On grid/Off-Grid <b>power Plants</b></td><td>Bidders registered in Odisha must have a minimum experience of successfully completing projects with a total capacity of <b>200 kW</b>.</td></tr></table> <p>A) In case of the bidder applying as JV, any of the members should satisfy the above criteria.</p> <p>B) In case of the Consortium, the Lead/Primary bidder should satisfy the above criteria.</p>	Criteria & Application	Min. experience requirement	<b><u>Bidders Operating Pan India:</u></b>  Roof top solar /ground mounted solar On grid/Off-Grid <b>power Plants</b>	Bidders with operations across India must have a minimum experience of successfully completing projects with a total capacity of <b>500 kW</b> .	<b><u>Bidders Registered in Odisha:</u></b>  The Roof top solar /ground mounted solar On grid/Off-Grid <b>power Plants</b>	Bidders registered in Odisha must have a minimum experience of successfully completing projects with a total capacity of <b>200 kW</b> .	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the experience certificates issued by a state nodal agency/ commissioning certificate issued by any Government department/CPSU/State PSU/Govt. Agency.</p> <p>However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects.</p> <p><b>Bidders registered in Odisha must provide a certificate as proof of their registration in the state.</b></p> <p>Note:</p> <p>The Bidder must have the experience of commissioning the respective system for a cumulative capacity as mentioned under the “Min. experience requirement in nos.”, in the last three (3) years from the last date of online submission of the Technical Bid in India</p> <ol style="list-style-type: none"><li>1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information.</li><li>2. Any workorder received through subletting or sub-contracting will not be considered as valid technical experience.</li><li>3. The experience certificate/joint commissioning certificate shall clearly mention the capacity and the date of commissioning. The Joint Commissioning Certificate issued by only the concerned government authority as per the Prudent Utility Practices followed in India.</li></ol> <p>The Bidder must submit Bid Form 4 of Section 7 (Annexure).</p>
Criteria & Application	Min. experience requirement							
<b><u>Bidders Operating Pan India:</u></b>  Roof top solar /ground mounted solar On grid/Off-Grid <b>power Plants</b>	Bidders with operations across India must have a minimum experience of successfully completing projects with a total capacity of <b>500 kW</b> .							
<b><u>Bidders Registered in Odisha:</u></b>  The Roof top solar /ground mounted solar On grid/Off-Grid <b>power Plants</b>	Bidders registered in Odisha must have a minimum experience of successfully completing projects with a total capacity of <b>200 kW</b> .							

## 4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document					
4.4.1.	<p><b>Applicability:</b> For Category A Bidders only</p> <p>The Bidder must have followed an aggregate average annual turnover of not less than the amount mentioned under the “Min. average annual turnover in Lakh INR” for which it is submitting its Bid last three (3) financial years from FY21-22, FY22-23 and FY 23-24 from the solar business only.</p> <table><tr><th>Application type</th><th>Min. average annual turnover in Lakh INR</th></tr><tr><td><b>Bidders Operating Pan India:</b></td><td rowspan="2"><b>200</b></td></tr><tr><td><b>Bidders Registered in Odisha:</b></td></tr></table> <p>A) In case of the bidder applying as JV, any of the members should satisfy the above criteria. B) In case of the Consortium, the Lead/Primary bidder should satisfy the above criteria.</p>	Application type	Min. average annual turnover in Lakh INR	<b>Bidders Operating Pan India:</b>	<b>200</b>	<b>Bidders Registered in Odisha:</b>	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 5 of Section 7 (Annexure).</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>
Application type	Min. average annual turnover in Lakh INR						
<b>Bidders Operating Pan India:</b>	<b>200</b>						
<b>Bidders Registered in Odisha:</b>							
4.4.2.	<p><b>Applicability:</b> For Category A and category B Bidders only</p> <p>Every bidder has to provide the Turn over certificate of their company in last FY as per the Bid form 5</p> <p>Category A bidder:</p> <p>The bidder must have a positive turnover in the last financial year FY 23-24.</p> <p>Category B bidder: The bidder must have a positive turnover in the last financial year FY 23-24.</p> <p>For company, as per the section 2 (57) of The Indian Companies Act, 2013, generally refers to the total revenue generated by a company in a specific period, used to assess the bidder's financial capacity. It may also, less commonly, refer to the process of handling tender documents within a set timeline.</p> <p>For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.</p>	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 5 of Section 7 (Annexure).</p>					

# 5. General Conditions of Contract (GCC)

Section 5 (GCC) contains all general terms and conditions to be applied to the Work Order along with other associated documents mentioned therein. Section 5 (GCC) shall be read in conjunction with Section 6 (SCC) and other documents listed therein, should be a complete document expressing all terms and conditions of the Work Order.

## 5.1. General

### 5.1.1. Work Order

- 5.1.1.1. All documents forming part of the Work Order including any Amendment to the Work Order as per GCC Clause 5.1.2, and all parts thereof, are intended to be correlative, complementary, and mutually explanatory.
- 5.1.1.2. The Work Order constitutes all the terms and conditions for the Successful Bidder with respect to the Commissioning, and Acceptance of the Project along with its CMC Period. The CMC shall be executed between OREDA and the Successful Bidder as per the sample format provided in Annexure Clause 7.2.1.
- 5.1.1.3. The Work Order including any Amendment supersedes all communications, negotiations, and agreements (whether written or oral) made prior to the date of issuance of Work Order in case of any confusion with the Bidding Document at any point in time.
- 5.1.1.4. The Work Order shall be read as a whole.

### 5.1.2. Amendment

- 5.1.2.1. No Amendment to the Work Order shall be made effective unless it is in writing, is dated, expressly refers to the Work Order, and is signed duly and issued by OREDA based on any amended terms mutually agreed between OREDA and the Successful Bidder or as it is required in the interest of the Project.

### 5.1.3. Independent Successful Bidder

- 5.1.3.1. The Successful Bidder shall be completely independent in performing all its obligations under the Work Order. The Work Order does not create any agency, partnership, joint venture, or other joint relationship with OREDA. Subject to the provisions of the Work Order, the Successful Bidder shall be solely responsible for the manner in which all the obligations will be performed. All employees and representatives engaged by the Successful Bidder in connection with the performance of the Work Order shall be under the complete control of the Successful Bidder only and shall not be deemed to be employees of OREDA at any point in time, and nothing contained in the Work Order or in any subcontract awarded by the Successful Bidder to anyone shall be construed to create any contractual relationship between OREDA and any such employees, representatives, engaged by the Successful Bidder.

### 5.1.4. Non-waiver

- 5.1.4.1. Any waiver of Successful Bidder's rights, powers, or remedies under the Work Order must be in writing, must be dated and signed duly and issued by OREDA in granting such waiver, and must specify the right and the extent to which it is being waived.

### 5.1.5. Severability

- 5.1.5.1. If any provision or condition of the Work Order is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Work Order.

### 5.1.6. Communications

- 5.1.6.1. Wherever these conditions provide for issuing approvals, certificates, consents, determinations, notices, requests, and discharges, these communications shall be:
  - a) in writing along with a copy being sent to the other Party and delivered against its receipt; and
  - b) delivered, sent, or transmitted to the address of either Party, as stated in Work Order.

### 5.1.7. Law

- 5.1.7.1. The Work Order shall be governed by and interpreted in accordance with the laws of India.

### 5.1.8. Language

- 5.1.8.1. The ruling language of the Work Order shall be in English only.



#### 5.1.9. Integrity Violation

- 5.1.9.1. The Successful Bidder shall observe the highest standard of ethics during the performance of the Work Order.
- 5.1.9.2. Applicable as per ITB Clause 1.1.2.2

## 5.2. Payment

#### 5.2.1. Total Price

- 5.2.1.1. The Total Price shall be as specified in the Work Order.
- 5.2.1.2. Unless an escalation clause is provided in GCC Clause 5.2.2, the Total Price shall be a firm lump sum amount, non-escalating, and not subject to any alteration, except in the event of a Change Order for the Project issued by OREDA.
- 5.2.1.3. Subject to SOW Clause 3.2.1, the Successful Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Total Price, which shall, except as otherwise provided for in the Work Order, cover all its obligations under the Work Order.

#### 5.2.2. Terms of Payment

- 5.2.2.1. The terms of payment outlining the procedures to be followed are mentioned in Section 6 (SCC).
- 5.2.2.2. No payment made by OREDA herein shall be deemed to constitute acceptance by OREDA of the Project or any part(s) thereof, until the issuance of Acceptance Certificate by OREDA in writing.
- 5.2.2.3. The payment against the undisputed invoice shall be made by OREDA based on the internal processes.
- 5.2.2.4. The currency in which payments are made to the Successful Bidder under this Work Order shall be in Indian Rupees only.

#### 5.2.3. Taxes

- 5.2.3.1. The Tax on the Total Price shall be paid as per the prevailing rules in India at the time of invoicing.
- 5.2.3.2. The Tax Deduction at Source (TDS) shall be deducted as per the prevailing rules in India at the time of the payment.

#### 5.2.4. Performance Security

- 5.2.4.1. The Successful Bidder shall submit the Performance Security as per ITB Clause **Error! Reference source not found.**

#### 5.2.5. Incoterms

- 5.2.5.1. Unless inconsistent with any provision of the Work Order, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.

## 5.3. Intellectual Property

#### 5.3.1. License/Use of Technical Information

- 5.3.1.1. For the Commissioning until Acceptance of the Project and during the CMC Period, the Successful Bidder hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to OREDA under the patents, utility models or other industrial property rights owned by the Successful Bidder or by a third party from whom the Successful Bidder has received the right to grant licenses thereunder, and shall also grant to OREDA a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to OREDA under the Work Order. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how, or other intellectual property rights from the Successful Bidder or any third party to OREDA.
- 5.3.1.2. The copyright in all drawings, documents and other materials containing data and information furnished to OREDA by the Successful Bidder herein shall remain vested in the Successful Bidder or, if they are furnished to OREDA directly or through the Successful Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

#### 5.3.2. Confidential Information

- 5.3.2.1. The Parties shall keep confidential and shall not, without the written consent of the other Party, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto, whether such information has been furnished prior to, during or following termination of the Work Order. Notwithstanding the above, a Party may furnish to its third parties such documents, data and other information it receives from the other Party to the extent required for the third parties to perform all the obligations under the Work Order, in which event the Party shall obtain from such third parties an undertaking of confidentiality similar to that imposed on the Party under this GCC Clause 5.3.2 and submit a copy of the same to the other Party with an immediate effect.
- 5.3.2.2. A Party shall not use such documents, data, and other information received from the other Party for any purpose other than for this Project and services as are required for the performance of the Work Order.
- 5.3.2.3. The obligation of a Party under GCC Clauses 5.3.2.1 and 5.3.2.2 above, however, shall not apply to that information which
- a) now or hereafter enters the public domain through no fault of that Party;
  - 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 hereto; and
  - c) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.
- 5.3.2.4. The above provisions of this GCC Clause 5.3.2 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Work Order in respect of the Project or any part thereof.
- 5.3.2.5. The provisions of this GCC Clause 5.3.2 shall survive termination, for whatever reason, of the Work Order.

## **5.4. Execution of the Project**

### **5.4.1. Representatives**

#### **5.4.1.1. Authorized Representative of OREDA**

- a) The name of the Authorized Representative of OREDA shall be generally mentioned in the Work Order. If the Authorized Representative of OREDA is not named in the Work Order, then within seven (7) Days of the Effective Date, OREDA shall appoint and notify the Successful Bidder in selecting an Authorized Representative of OREDA. OREDA may from time to time appoint some other person as the Authorized Representative of OREDA as deemed necessary in place of the person previously so appointed and shall give notice of the name of such other person as Authorized Representative of OREDA to the Successful Bidder as required. Such an appointment shall only take effect upon the date of issuance of such notice by OREDA. The Authorized Representative of OREDA shall represent and act for OREDA at all times during the performance of the Work Order. All notices, instructions, orders, certificates, approvals and all other communications under the Work Order shall be given by the Authorized Representative of OREDA, except as herein otherwise provided.
- b) All notices, instructions, information, and other communications given by the Successful Bidder to OREDA under the Work Order shall be given to the Authorized Representative of OREDA, except as herein otherwise provided.

#### **5.4.1.2. Project Manager, Construction Manager, and CMC Manager**

- a) The name of the Project Manager representing the Successful Bidder shall be generally mentioned in the Work Order. If the Successful Bidder's representative as Project Manager is not named in the Work Order, then within seven (7) Days of the Effective Date, the Successful Bidder shall appoint the Project Manager and shall request OREDA in writing to approve the Project Manager so appointed. If OREDA makes no objection to the appointment within seven (7) Days, the Project Manager shall be deemed to have been approved. If OREDA objects to the appointment within seven (7) Days, then the Successful Bidder shall appoint a replacement within seven (7) Days of such objection, and the foregoing provisions of this GCC Clause 5.4.1.2a) shall apply thereto.
- b) The Project Manager shall represent and act for the Successful Bidder at all times during the performance of the Work Order and shall give to the Authorized Representative of OREDA all the Successful Bidder's notices, instructions, information, and all other communications under the Work Order.
- c) All notices, instructions, information, and all other communications given by OREDA or the Authorized Representative of OREDA to the Successful Bidder under the Work Order shall



be given to the Project Manager or, in its absence, its deputy, except as herein otherwise provided.

- d) The Successful Bidder shall not revoke the appointment of the Project Manager without OREDA's prior written consent. If OREDA consents thereto, the Successful Bidder shall appoint some other person as the Project Manager, pursuant to the procedure set out in GCC Clause 5.4.1.2a).
- e) The Project Manager may, subject to the written approval of OREDA, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time; however, any such delegation or revocation shall be subject to a prior notice signed by the Project Manager and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Authorized Representative of OREDA.
- f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause 5.4.1.2e) shall be deemed to be an act or exercise by the Project Manager.
- g) From the commencement of works of the Project at the site until installation, Commissioning and Acceptance, the Project Manager shall additionally appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the site by the Successful Bidder and shall be present at the site as required during the performance of the Work Order in accordance with the terms of the Work Order. Whenever the Construction Manager is absent from the site, the Project Manager shall appoint a suitable person to act as the Construction Manager's deputy with prior notice of seven (7) Days before such a replacement and shall inform OREDA in writing prior to such changes.
- h) From the commencement of the CMC Period until its expiry, the Project Manager shall appoint a suitable person as the CMC Manager. The CMC Manager shall supervise all work done at the site by the Successful Bidder and shall be present at the site as required during the performance of the Work Order in accordance with the terms of the Work Order. Whenever the CMC Manager is absent from the site, the Project Manager shall appoint a suitable person to act as the CMC Manager's deputy with prior notice of seven (7) Days before such a replacement and shall inform OREDA in writing prior to such changes.
- i) OREDA may by notice to the Successful Bidder object to any representative or person employed by the Successful Bidder in the execution of the Work Order who, in the reasonable opinion of OREDA, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the site regulations. OREDA shall provide writing of the same, whereupon the Successful Bidder shall remove such person from the Project with an immediate effect.
- j) If any representative or person employed by the Successful Bidder is removed in accordance with GCC Clause 5.4.1.2i), the Successful Bidder shall, where required, promptly appoint a replacement; failure to which will lead to a material breach in the Work Order.

## **5.4.2. Work program**

### **5.4.2.1. Successful Bidder's Organization**

Within thirty (30) Days from the Effective Date, the Successful Bidder shall submit to OREDA an organization chart showing the proposed team to be established by the Successful Bidder for carrying out work on the Project within the Project Timelines for achieving Commissioning and Acceptance as mentioned in SOW Clause 3.4. The organization chart shall include the identities of the key personnel and the short curricula vitae of such key personnel to be employed. The Successful Bidder shall promptly inform the Authorized Representative of OREDA in writing of any revision or alteration of such an organization chart, as applicable.

### **5.4.2.2. Detailed Workplan**

Within thirty (30) Days from the Effective Date, the Successful Bidder shall submit to the Authorized Representative of OREDA a Detailed Workplan, made in a form acceptable to the Authorized Representative of OREDA and showing the sequence in which it proposes to achieve the Commissioning and Acceptance in line with the Project Timelines.

The Successful Bidder shall update the actual achievement against the Detailed Workplan as and when appropriate or when required by the Authorized Representative of OREDA, but without modification in the Project Timelines and any extension granted in accordance with GCC Clause 5.7.2 and shall submit all such revisions to the Authorized Representative of OREDA.

#### 5.4.2.3. Progress of Detailed Workplan

If at any time the Successful Bidder's actual progress falls behind the Detailed Workplan, or it becomes apparent that it will so fall behind, the Successful Bidder shall promptly prepare and submit to the Authorized Representative of OREDA a revised Detailed Workplan without changing any timelines with reference to the Project Timelines, taking into account the prevailing circumstances, and shall notify the Authorized Representative of OREDA of the steps being taken to expedite progress so as to achieve the Commissioning and Acceptance of the Project within the Project Timelines, any extension thereof entitled under GCC Clause 5.7.2, or any extended period as may otherwise be notified by OREDA.

## **5.5. Guarantees and Liabilities**

### **5.5.1. Delay Liquidated Damages**

- 5.5.1.1. The Successful Bidder guarantees that it shall achieve the Commissioning of the Project as per the Project Timelines or any extension thereof entitled under GCC Clause 5.7.2.
- 5.5.1.2. In case of failure on the part of the Successful Bidder to achieve the Commissioning timelines pursuant to GCC Clause 5.5.1.1, the Successful Bidder shall pay to OREDA a Delay Liquidated Damage for a sum equivalent to half percent (0.5%) of the Total Price for each week of the delay from the target date of Commissioning, to be calculated on pro-rata basis for each Day of delay, subject to a maximum of three percent (3%) of the Total Price.
- 5.5.1.3. Once the maximum limit of three (3%) is reached, OREDA may consider terminating the Work Order without prejudice to the other remedies of the Work Order. However, the OREDA may at own discretion allow reasonable time extension upon the written application of the Successful Bidder. If the delay is considered intentional or due to the negligence of the Successful Bidder, no extension can be allowed with the imposition of Delay Liquidated Damages. If the delay is considered to be genuine, then a suitable time extension can be allowed with/ without the imposition of the delay Liquidated Damages, to be evaluated on a case-to-case basis.
- 5.5.1.4. The payment of liquidated damages shall not in any way relieve the Successful Bidder from any of its obligations to complete the Project or from any other obligations and liabilities of the Successful Bidder under the Work Order.
- 5.5.1.5. The Delay Liquidated Damages shall be inclusive of all applicable taxes as applicable under the laws of India and such applicable taxes shall be borne by the Successful Bidder only.
- 5.5.1.6. The Successful Bidder acknowledges that the Delay Liquidated Damages payable by the Successful Bidder under this Work Order are a genuine pre-estimate of the losses suffered by OREDA and the compensation as contemplated is reasonable and not by way of any penalty.

### **5.5.2. Warranty**

- 5.5.2.1. The details of the provisions related to the Warranty of the Equipment under the Project are mentioned in Section 6 (SCC).

### **5.5.3. Defect Liability**

- 5.5.3.1. The Successful Bidder warrants that the Projector any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Project supplied and of the work executed.
- 5.5.3.2. The Defect Liability Period shall be five (5) Years from the date of Commissioning of the Project.
- 5.5.3.3. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Project supplied or of the work executed by the Successful Bidder, the Successful Bidder shall promptly, in consultation and agreement with OREDA regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Project caused by such defect.
- 5.5.3.4. OREDA shall give the Successful Bidder a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. OREDA shall afford all reasonable opportunities for the Successful Bidder to inspect any such defect.

- 5.5.3.5. The Successful Bidder may, with the consent of OREDA, remove from the site any Projector any part of the Project that are defective if the nature of the defect, and/or any damage to the Project caused by the defect, is such that repairs cannot be expeditiously carried out at the site.
- 5.5.3.6. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Projector any part thereof, OREDA may give to the Successful Bidder a notice requiring that tests of the defective part of the Project shall be made by the Successful Bidder immediately upon completion of such remedial work, whereupon the Successful Bidder shall carry out such tests. If such part fails the tests, the Successful Bidder shall carry out further repair, replacement or making good, as the case may be, until that part of the Project passes such tests. The tests shall be agreed upon by OREDA and the Successful Bidder.
- 5.5.3.7. If the Successful Bidder fails to commence the work necessary to remedy such defect or any damage to the Project caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) Days), OREDA may, following notice to the Successful Bidder, proceed to do such work through a third party, and the reasonable costs incurred by OREDA in connection therewith shall be paid to OREDA by the Successful Bidder or may be deducted by OREDA from any monies due to the Successful Bidder or claimed under the Performance Security.
- 5.5.3.8. The vendor shall maintain insurance throughout the entire CMC period and submit a CMC Performance Report to OREDA, ensuring a minimum CUF of 14%.
- 5.5.3.9. If CUF falls below 14%, On generation shortfall the bidder needs to submit a DD to OREDA of equivalent amount as clause 3.2.3.
- 5.5.3.10. If the Projector any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Projector such part, as the case may be, shall be extended by a period equal to the period during which the Projector such part cannot be used by OREDA because of any of the aforesaid reasons.
- 5.5.3.11. Except as provided in GCC Clauses 5.5.2 and GCC Clause 5.6.3, the Successful Bidder shall be under no liability whatsoever and howsoever arising, and whether under the Work Order or at law, in respect of defects in the Projector any part thereof, the design or engineering or work executed that appear after Acceptance of the Projector any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Successful Bidder.

#### **5.5.4. Patent Indemnity**

- 5.5.4.1. The Successful Bidder shall, subject to OREDA's compliance with GCC Clause 5.5.4.2, indemnify and hold harmless OREDA and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which OREDA may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Work Order by reason of Commissioning and Acceptance of the Project.

Such indemnity shall not cover any use of the Projector any part thereof other than for the purpose indicated by or to be reasonably inferred from the Work Order, any infringement resulting from the use of the Projector any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Successful Bidder, pursuant to the Work Order.

- 5.5.4.2. If any proceedings are brought or any claim is made against OREDA arising out of the matters referred to in GCC Clause 5.5.4.1, OREDA shall promptly give the Successful Bidder a notice thereof, and the Successful Bidder may at its own expense and in OREDA's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Successful Bidder fails to notify OREDA within seven (7) Days after receipt of such notice that it intends to conduct any such proceedings or claim, then OREDA shall be free to conduct the same on its own behalf. Unless the Successful Bidder has so failed to notify OREDA within the seven (7) Day period, OREDA shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

OREDA shall, at the Successful Bidder's request, afford all available assistance to the Successful Bidder in conducting such proceedings or claim, and shall be reimbursed by the Successful Bidder for all reasonable expenses incurred in so doing or may be deducted by OREDA from any monies due to the Successful Bidder or claimed under the Performance Security.

#### **5.5.5. Limitation of Liability**

5.5.5.1. Except in cases of criminal negligence or willful misconduct,

- a) the Successful Bidder shall not be liable to OREDA, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful Bidder to pay the Delay Liquidated Damages to OREDA; and
- b) the maximum liability of the Successful Bidder to OREDA, whether under the Work Order, in tort or otherwise, shall not exceed ten percent (10%) of the Total Price.

### **5.6. Risk Distribution**

#### **5.6.1. Transfer of Ownership**

5.6.1.1. The ownership of the Project shall pass on to OREDA on fulfillment of the following:

- a) Issuance of a certificate by the Successful Bidder stating that the Successful Bidder is 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 as per Annexure Clause 7.6; and
- b) Issuance of Acceptance Certificate by OREDA.

#### **5.6.2. Risk**

5.6.2.1. Notwithstanding anything to the contrary in this Contract, the care, custody and the risk in relation to the entire Project shall pass on to OREDA on fulfillment of the following:

- a) Issuance of Acceptance Certificate by OREDA; and
- b) Issuance of release and waiver of lien-free certificate by the Successful Bidder.

#### **5.6.3. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**

5.6.3.1. The Successful Bidder shall indemnify and hold harmless OREDA and its employees, officers and advisors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Project, arising in connection with the implementation of the Project and by reason of the negligence of the Successful Bidder.

5.6.3.2. If any proceedings are brought or any claim is made against OREDA that might subject the Successful Bidder to liability under GCC Clause 5.6.3.1, OREDA shall promptly give the Successful Bidder a notice thereof and the Successful Bidder may at its own expense and in OREDA's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

5.6.3.3. If the Successful Bidder fails to notify OREDA within seven (7) Days after receipt of such notice that it intends to conduct any such proceedings or claim, then OREDA shall be free to conduct the same on its own behalf. Unless the Successful Bidder has so failed to notify OREDA within the seven (7) Day period, OREDA shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

5.6.3.4. OREDA shall, at the Successful Bidder's request, afford all available assistance to the Successful Bidder in conducting such proceedings or claim, and shall be reimbursed by the Successful Bidder for all reasonable expenses incurred in so doing or may be deducted by OREDA from any monies due to the Successful Bidder or claimed under the Performance Security.

#### **5.6.4. Insurance**

- 5.6.4.1. The Empaneled Vendor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect until the issuance of the Acceptance Certificate, all necessary insurances. The Bid price is to be inclusive of all insurances taken.
- 5.6.4.2. The Successful Bidder shall be responsible to maintain the spares all the time until the expiry of the CMC Period. In no case, OREDA shall provide any spares until the expiry of CMC Period of the Plant and the Successful Bidder shall be responsible solely for the replacement of the spares for the reasons attributable to the Successful Bidder.

#### **5.6.5. Change in Laws and Regulations**

- 5.6.5.1. If, after the last date of online Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Successful Bidder and/or the time for achieving the Commissioning and Acceptance along with the Work Order price shall be correspondingly increased or decreased, and/or the Time for achieving Commissioning and Acceptance shall be reasonably adjusted to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Work Order. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

#### **5.6.6. Force Majeure**

- 5.6.6.1. "Force Majeure" shall mean any event beyond the reasonable control of OREDA or of the Successful Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:
- a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, an act of foreign enemy and civil war;
  - b) rebellion, revolution, insurrection, mutiny, usurpation of a civil or military government, conspiracy, riot, civil commotion and terrorist acts;
  - c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;
  - d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, pandemics, lockdowns, quarantine and plague;
  - e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disasters; and
  - f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 5.6.6.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Work Order by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within seven (7) Days after the occurrence of such event.
- 5.6.6.3. The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Work Order for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 5.7.2.
- 5.6.6.4. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Work Order and to fulfill its or their obligations under the Work Order, but without prejudice to either party's right to terminate the Work Order under GCC Clause 5.6.6.6.
- 5.6.6.5. No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall
- a) constitute a default or breach of the Work Order, or
  - b) if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.



- 5.6.6.6. If the performance of the Work Order is substantially prevented, hindered or delayed for a single period of more than sixty (60) Days or an aggregate period of more than one hundred and twenty (120) Days on account of one or more events of Force Majeure during the currency of the Work Order, the Parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Work Order by giving notice to the other, but without prejudice to either party's right to terminate the Work Order.
- 5.6.6.7. In the event of termination pursuant to GCC Clause 5.6.6.6, the rights and obligations of OREDA and the Successful Bidder shall be as specified in GCC Clause 5.7.4.

## **5.7. Change in Work Order Elements**

### **5.7.1. Change Order**

- 5.7.1.1. A Change Order shall be issued only by OREDA. Any change made necessary because of a default by the Successful Bidder in the performance of its obligations shall not be considered a Change Order.
- 5.7.1.2. Change Orders may be initiated by OREDA at any time by the issuance of a Change Order notice to the Successful Bidder. The Successful Bidder shall not make any alteration and/ or modification of the Project unless the OREDA instructs or approves a Change Order in writing.
- 5.7.1.3. If the Owner issues a Change Order notice, the increase could in the range of (one hundred percent) 100% of the total bidding quantum and there shall be no change in the prices as quoted by the Bidder in its Price Bid. There shall be no change in Project Timelines.

### **5.7.2. Extension of achieving Commissioning and Acceptance**

- 5.7.2.1. The Project Timelines as specified in the SOW Clause 3.4 shall be extended if the Successful Bidder is delayed or impeded in the performance of any of its obligations under the Work Order by reason of any of the following:
- a) any occurrence of Force Majeure as provided in GCC Clause 5.6.6,
  - b) by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Successful Bidder, subject to the final decision of OREDA.

### **5.7.3. Suspension**

- 5.7.3.1. OREDA may request, by notice to the Successful Bidder, to order the Successful Bidder to suspend performance of any or all of its obligations under the Work Order. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Successful Bidder shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Project, until ordered in writing to resume such performance by OREDA.
- 5.7.3.2. If the Successful Bidder's performance of its obligations is suspended or the rate of progress is reduced pursuant to GCC Clause 5.7.3, then the Project Timeline shall be extended in accordance with GCC Clause 5.7.2.1.
- 5.7.3.3. During the period of suspension, the Successful Bidder shall not remove from the site any Project, any part of the Project or any Successful Bidder's tools and tackles, without the prior written consent of OREDA.

### **5.7.4. Termination**

- 5.7.4.1. Termination for OREDA's Convenience
- a) OREDA may at any time terminate the Work Order for any reason by giving the Successful Bidder a notice of termination that refers to this GCC Clause 5.7.4.1.
  - b) Upon receipt of the notice of termination as per the GCC Clause 5.7.4.1a), the Successful Bidder shall either immediately or upon the date specified in the notice of termination
    - i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,
    - ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1i.B,

- iii. remove all Successful Bidder's tools and tackles from the site, repatriate the Successful Bidder's and its personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition, and
  - iv. subject to the payment specified in GCC Clause 5.7.4.1c),
    - A. deliver to OREDA the parts of the Project executed by the Successful Bidder up to the date of termination, and
    - B. deliver to OREDA all non-proprietary drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.
- c) In the event of termination of the Work Order under GCC Clause 5.7.4.1a), OREDA shall pay to the Successful Bidder the following amounts:
- i. the Work Order Price, properly attributable to the parts of the Project executed by the Successful Bidder as of the date of termination

#### 5.7.4.2. Termination for Successful Bidder's Default

- a) OREDA, without prejudice to any other rights or remedies it may possess, may terminate the Work Order forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Successful Bidder, referring to this GCC Clause 5.7.4.2:
- i. if the Successful Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Successful Bidder is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Successful Bidder takes or suffers any other analogous action in consequence of debt
  - ii. if the Successful Bidder assigns or transfers the Work Order or any right or interest therein in violation of the provision of GCC Clause 5.7.5.
  - iii. if the Successful Bidder, in the judgment of OREDA has engaged in Integrity Violation practices, as defined in GCC Clause 5.1.9.
- b) If the Successful Bidder
- i. has abandoned or repudiated the Work Order
  - ii. has without valid reason failed to commence work on the Project promptly or has suspended the progress of Work Order performance for a prolonged period (30 days) even after receiving a written instruction from OREDA to proceed
  - iii. persistently fails to execute the Work Order in accordance with the Work Order or persistently neglects to carry out its obligations under the Work Order without just cause
  - iv. refuses or is unable to provide sufficient materials, services or labour to execute and complete the Project in the manner specified in the Project Timelines as per SOW Clause 3.4 at rates of progress that give reasonable assurance to OREDA that the Successful Bidder can attain Commissioning and Acceptance of the Project, then OREDA may, without prejudice to any other rights it may possess under the Work Order, give notice to the Successful Bidder stating the nature of the default and requiring the Successful Bidder to remedy the same. If the Successful Bidder fails to remedy or to take steps to remedy the same within fourteen (14) Days of its receipt of such notice, then OREDA may terminate the Work Order forthwith by giving a notice of termination to the Successful Bidder that refers to this GCC Clause 5.7.4.2.
- c) Upon receipt of the notice of termination under GCC Clause 5.7.4.2, the Successful Bidder shall, either immediately or upon such date as is specified in the notice of termination,
- i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,
  - ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1B,
  - iii. deliver to OREDA the parts of the Project executed by the Successful Bidder up to the date of termination complete in all respect, and
  - iv. deliver to OREDA all drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.



d) OREDA may enter upon the site, expel the Successful Bidder, and complete the Project itself or by employing any third party. OREDA may, to the exclusion of any right of the Successful Bidder over the same, take over and use with the payment of a fair rental rate to the Successful Bidder, with all the maintenance costs to the account of OREDA and with an indemnification by OREDA for all liability including damage or injury to persons arising out of OREDA's use of such Equipment, any Successful Bidder's equipment owned by the Successful Bidder and on the site in connection with the Project for such reasonable period as OREDA considers expedient to achieve the Commissioning and Acceptance.

e) Upon completion of the Project or at such earlier date as OREDA thinks appropriate, OREDA shall give notice to the Successful Bidder that such Successful Bidder's equipment will be returned to the Successful Bidder at or near the site and shall return such Successful Bidder's equipment to the Successful Bidder in accordance with such notice. The Successful Bidder shall thereafter without delay and at its cost remove all Successful Bidder's tools and tackles from the site, repatriate the Successful Bidder's personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition.

f) Subject to GCC Clause 5.7.4.2g), the Successful Bidder shall be entitled to be paid the Work Order price attributable to the Project executed as of the date of termination, the value of any unused or partially used Project on the site, and the costs, if any, incurred in protecting the Project and in leaving the site in a clean and safe condition pursuant to GCC Clause 5.7.4.2c)i. Any sums due to OREDA from the Successful Bidder accruing prior to the date of termination shall be deducted from the amount to be paid to the Successful Bidder under this Work Order.

g) If OREDA completes the Project, the cost of completing the Project by OREDA shall be determined.

- i. If the sum that the Successful Bidder is entitled to be paid, pursuant to GCC Clause 5.7.4.2f), plus the reasonable costs incurred by OREDA in completing the Project, exceeds the Total Price mentioned in the Work Order, the Successful Bidder shall be liable for such excess.
- ii. If such excess is greater than the sums due to the Successful Bidder under GCC Clause 5.7.4.2f), the Successful Bidder shall pay the balance to OREDA.

h) OREDA and the Successful Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

5.7.4.3. In this GCC Clause 5.7.4, the expression "Project executed" shall include all work executed, Installation Services provided, and all Project acquired, or subject to a legally binding obligation to purchase, by the Successful Bidder and used or intended to be used for the purpose of the Project, up to and including the date of termination.

5.7.4.4. In this GCC Clause 5.7.4, in calculating any monies due from OREDA to the Successful Bidder, the account shall be taken of any sum previously paid by OREDA to the Successful Bidder under the Work Order.

#### **5.7.5. Assignment**

5.7.5.1. No Party shall, without the prior consent of the other Party, assign to any Person any benefit of or obligation under this Work Order in whole or in part. Such an assignment, if approved by the other Party, shall not relieve the assigning Party from any obligations, duty, or responsibility under this Work Order.

5.7.5.2. The Successful Bidder consents to the creation by OREDA of security over or assignment of its rights and obligations under this Work Order including the Performance Security provided hereunder by the Successful Bidder in favour of OREDA.

## **5.8. Disputes and Arbitration**

### **5.8.1. Mutual Settlement**

5.8.1.1. If any dispute or difference shall arise between OREDA and the Successful Bidder out of, relating to or in connection with the Work Order (including its existence, breach, termination or validity) or the performance of the Comprehensive Maintenance under the Work Order, it shall, in the first instance be referred to the Chief Executive Officer, OREDA and the Successful Bidder's senior management. The Chief Executive Officer, OREDA shall make every effort to amicably resolve the dispute or differences arising between the Parties and provide its written decision within a maximum time period of fifteen (15) Days of the dispute being referred to it by either Party.

5.8.1.2. If the Chief Executive Officer, OREDA has given its written decision to the Parties and no claim to arbitration has been communicated to it by either Party within two (2) Days from receipt of such notice, the said decision shall become final and binding on the Parties.

- 5.8.1.3. In the event that the Chief Executive Officer, OREDA fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either OREDA or the Successful Bidder is dissatisfied with any such decision, either Party may, within fifteen (15) Days after the date on which such decision is required to be provided in accordance with GCC Clause 5.8.1.1, whether the decision is provided by the Chief Executive Officer, OREDA during such period or not, refer the matter to the Energy Secretary to the Government of Odisha for a resolution.
- 5.8.1.4. The Energy Secretary to the Government of Odisha shall make every effort to amicably resolve the dispute or differences arising between the Parties and provide its written decision within a maximum time period of seven (7) Days of the dispute being referred to it by either Party.
- 5.8.1.5. In the event that the Energy Secretary to the Government of Odisha fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either OREDA or the Successful Bidder is dissatisfied with any such decision, either Party may, within fifteen (15) Days after the date on which such decision is required to be provided in accordance with GCC Clause 5.8.1.4, whether the decision is provided by the concerned Secretary of the admin department to the Government of Odisha during such period or not, refer the matter in dispute to arbitration as hereinafter provided in GCC Clause 5.8.2.
- 5.8.1.6. The Successful Bidder shall continue to perform its obligations under this Contract during this mutual settlement.

#### **5.8.2. Arbitration**

- 5.8.2.1. If disputes or differences between the Parties are not resolved under Clause 5.8.1, the same shall be referred for arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 5.8.2.2. The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed by the Parties mutually, in accordance with the Arbitration and Conciliation Act, 1996.
- 5.8.2.3. The Successful Bidder shall continue to perform its obligations under this Contract during the arbitration proceedings.
- 5.8.2.4. The arbitration proceedings shall be in English and shall take place in Bhubaneswar, Odisha. The courts in Bhubaneswar, Odisha shall have jurisdiction on any matter connected with or arising under this Contract. The law governing the arbitration and the process shall be Indian law only.
- 5.8.2.5. The arbitration shall be the sole and exclusive remedy between the Parties regarding the dispute referred to arbitration and any claims, counterclaims, issues or accountings presented to the tribunal in connection with such dispute.
- 5.8.2.6. The award rendered in any arbitration commenced hereunder shall be final, conclusive, and binding on the Parties.
- 5.8.2.7. The Parties hereby undertake to implement the award with an immediate effect.

## 6. Special Conditions of Contract (SCC)

Section 6 (SCC) shall supplement the Clauses mentioned in Section 5 (GCC). Whenever there are a conflict or interpretation issues, the provisions herein shall prevail over those in Section 6 (SCC). The Clause number of Section 6 (SCC) is the corresponding Clause number of Section 5 (GCC).

### 6.1. Specific provisions of GCC

SCC Clause reference	GCC Clause reference	Detailed Clause															
6.1.1.	GCC Clause 5.2.2.1	<p><b>Payment:</b></p> <p>The payment for workorder shall be made in the following manner:</p> <table> <tr> <th>Milestone</th><th>Payment term</th><th>Support documents</th></tr> <tr> <td>On Supply, and successful Installation of the RTS Solar Power Plant</td><td><b>Seventy percent (70%)</b> of the Total Price + 100% applicable Tax at the time of invoicing, as specified in the Work Order.</td><td> <p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> <li>• Installation cum handing over certificate</li> <li>• Warranty certificates</li> <li>• GPS based photograph</li> <li>• Submission of executed version of CMC as per the sample format provided in Annexure Clause 7.2.1</li> <li>• Dos &amp; Don'ts in the form of a booklet</li> <li>• Photographs of all installations in a specified manner</li> <li>• Compliance to CRC process using the ReSolve Mobile App</li> <li>• Login credentials of Inverter for generation data monitoring.</li> <li>• Insurance Copy of asset.</li> </ul> </td></tr> <tr> <td>On commissioning of solar power plant</td><td><b>Balance Twenty percent (20%)</b> of the Total Price as specified in the Works Order.</td><td> <ul style="list-style-type: none"> <li>• Joint Commissioning Certificate (JCC)</li> <li>• JCC Report</li> <li>• Commissioning Report</li> <li>• CMC Manual</li> </ul> </td></tr> <tr> <td>On Acceptance of the RTS solar Power plant</td><td><b>Balance Ten percent (10%)</b> of the Total Price as specified in the Works Order</td><td> <ul style="list-style-type: none"> <li>• Acceptance Certificate</li> <li>• Acceptance Report (CRC)</li> <li>• Generation report</li> </ul> </td></tr> <tr> <td>On completion of CMC for 1<sup>st</sup> year from commissioning of the Project (one BG)</td><td>Bank Guarantee 1: Two percent (2%) of the Total Price at the time BG submission, as specified in the Works Order, to be returned</td><td> <ul style="list-style-type: none"> <li>• CMC Performance report of Project from OREDA as per Annexure Clause 7.5.8</li> <li>• Insurance Copy during the CMC Period.</li> <li>• The report should include 14% CUF achievement.</li> </ul> </td></tr> </table>	Milestone	Payment term	Support documents	On Supply, and successful Installation of the RTS Solar Power Plant	<b>Seventy percent (70%)</b> of the Total Price + 100% applicable Tax at the time of invoicing, as specified in the Work Order.	<p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> <li>• Installation cum handing over certificate</li> <li>• Warranty certificates</li> <li>• GPS based photograph</li> <li>• Submission of executed version of CMC as per the sample format provided in Annexure Clause 7.2.1</li> <li>• Dos &amp; Don'ts in the form of a booklet</li> <li>• Photographs of all installations in a specified manner</li> <li>• Compliance to CRC process using the ReSolve Mobile App</li> <li>• Login credentials of Inverter for generation data monitoring.</li> <li>• Insurance Copy of asset.</li> </ul>	On commissioning of solar power plant	<b>Balance Twenty percent (20%)</b> of the Total Price as specified in the Works Order.	<ul style="list-style-type: none"> <li>• Joint Commissioning Certificate (JCC)</li> <li>• JCC Report</li> <li>• Commissioning Report</li> <li>• CMC Manual</li> </ul>	On Acceptance of the RTS solar Power plant	<b>Balance Ten percent (10%)</b> of the Total Price as specified in the Works Order	<ul style="list-style-type: none"> <li>• Acceptance Certificate</li> <li>• Acceptance Report (CRC)</li> <li>• Generation report</li> </ul>	On completion of CMC for 1 <sup>st</sup> year from commissioning of the Project (one BG)	Bank Guarantee 1: Two percent (2%) of the Total Price at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> <li>• CMC Performance report of Project from OREDA as per Annexure Clause 7.5.8</li> <li>• Insurance Copy during the CMC Period.</li> <li>• The report should include 14% CUF achievement.</li> </ul>
Milestone	Payment term	Support documents															
On Supply, and successful Installation of the RTS Solar Power Plant	<b>Seventy percent (70%)</b> of the Total Price + 100% applicable Tax at the time of invoicing, as specified in the Work Order.	<p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> <li>• Installation cum handing over certificate</li> <li>• Warranty certificates</li> <li>• GPS based photograph</li> <li>• Submission of executed version of CMC as per the sample format provided in Annexure Clause 7.2.1</li> <li>• Dos &amp; Don'ts in the form of a booklet</li> <li>• Photographs of all installations in a specified manner</li> <li>• Compliance to CRC process using the ReSolve Mobile App</li> <li>• Login credentials of Inverter for generation data monitoring.</li> <li>• Insurance Copy of asset.</li> </ul>															
On commissioning of solar power plant	<b>Balance Twenty percent (20%)</b> of the Total Price as specified in the Works Order.	<ul style="list-style-type: none"> <li>• Joint Commissioning Certificate (JCC)</li> <li>• JCC Report</li> <li>• Commissioning Report</li> <li>• CMC Manual</li> </ul>															
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On completion of CMC for 1 <sup>st</sup> year from commissioning of the Project (one BG)	Bank Guarantee 1: Two percent (2%) of the Total Price at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> <li>• CMC Performance report of Project from OREDA as per Annexure Clause 7.5.8</li> <li>• Insurance Copy during the CMC Period.</li> <li>• The report should include 14% CUF achievement.</li> </ul>															

SCC Clause reference	GCC Clause reference	Detailed Clause		
				<ul style="list-style-type: none"> <li>On generation shortfall the bidder needs to submit a DD to OREDA of equivalent amount as clause 3.2.3.</li> <li>A decrease in CUF may impact future allotment of work and participation in OREDA tenders, which will be at the sole discretion of OREDA.</li> </ul>
		On completion of CMC for 2 <sup>nd</sup> year from commissioning of the Project (one BG)	Bank Guarantee 2: Two percent (2%) of the Total Price at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> <li>CMC Performance report of Project from OREDA as per Annexure Clause 7.5.8</li> <li>Insurance Copy during the CMC Period.</li> <li>The report should include 14% CUF achievement.</li> <li>On generation shortfall the bidder needs to submit a DD to OREDA of equivalent amount as clause 3.2.3</li> <li>A decrease in CUF may impact future allotment of work and participation in OREDA tenders, which will be at the sole discretion of OREDA.</li> </ul>
		On completion of CMC for 3 <sup>rd</sup> year from commissioning of the Project (one BG)	Bank Guarantee 3: Two percent (2%) of the Total Price at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> <li>CMC Performance report of Project from OREDA as per Annexure Clause 7.5.8</li> <li>Insurance Copy during the CMC Period.</li> <li>The report should include 14% CUF achievement.</li> <li>On generation shortfall the bidder needs to submit a DD to OREDA of equivalent amount as clause 3.2.3.</li> <li>A decrease in CUF may impact future allotment of work and participation in OREDA tenders, which will be at the sole discretion of OREDA.</li> </ul>
		On completion of CMC for 4 <sup>th</sup> year from commissioning of the Project (one BG)	Bank Guarantee 4: Two percent (2%) of the Total Price at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> <li>CMC Performance report of Project from OREDA as per Annexure Clause 7.5.8</li> <li>Insurance Copy during the CMC Period.</li> <li>The report should include 14% CUF achievement.</li> </ul>

SCC Clause reference	GCC Clause reference	Detailed Clause		
				<ul style="list-style-type: none"> <li>On generation shortfall the bidder needs to submit a DD to OREDA of equivalent amount as clause 3.2.3</li> <li>A decrease in CUF may impact future allotment of work and participation in OREDA tenders, which will be at the sole discretion of OREDA.</li> </ul>
		On completion of CMC for 5 <sup>th</sup> year from commissioning of the Project (one BG)	Bank Guarantee 5: Two percent (2%) of the Total Price at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> <li>CMC Performance report of Project from OREDA as per Annexure Clause 7.5.8</li> <li>Insurance Copy during the CMC Period.</li> <li>The report should include 14% CUF achievement.</li> <li>On generation shortfall the bidder needs to submit a DD to OREDA of equivalent amount as clause 3.2.3</li> <li>A decrease in CUF may impact future allotment of work and participation in OREDA tenders, which will be at the sole discretion of OREDA.</li> </ul>
6.1.2.	GCC Clause 5.5.2.1	<p><b>Warranty:</b></p> <p>The Warranty in respect of the Equipment, as applicable shall be as follows:</p> <ul style="list-style-type: none"> <li><b>Solar photovoltaic modules:</b> Performance Warranty with guaranteed ninety percent (90%) production at the end of 10<sup>th</sup> year of operation and 80% (eighty percent) at the end of the 25<sup>th</sup> year of operation from the date of Commissioning of the Project. Product Warranty for a period of ten (10) years from the date of Commissioning of the Project.</li> <li><b>Module mounting structures:</b> Product Warranty period of five (5) years from the date of Commissioning of the Project.</li> <li><b>Power Conditioning Unit/ Inverter:</b> Product Warranty period of five (5) years from the date of Commissioning of the Project</li> <li><b>Balance of system:</b> Product Warranty period of five (5) years from the date of Commissioning of the Project.</li> </ul> <p>As a testimony, the Successful Bidder must submit the Warranty certificate and service agreement with the OEM/ suppliers prior to achieving Commissioning of the Project. Any defect noticed during the Warranty period should be rectified/ replaced by the Successful Bidder either through OEM/ suppliers or by itself, free of cost, upon due intimation by OREDA.</p> <p>In case any OEM/ supplier provides a Warranty period more than five (5) years from the date of Commissioning of the Project, then the Successful Bidder shall provide the same to OREDA even if the Warranty period exceeds the CMC Period.</p>		

# 7. Annexure

## 7.1. Bid Forms – Technical Bid

### 7.1.1. Bid Form 1 (Bid Processing Fee)

#### Bid Processing Fee

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (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]

### 7.1.2. Bid Form 2 (Cost of Bid)

#### Cost of Bid

(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 Limited (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]



### 7.1.3. Bid Form 3 (Bid Security)

#### Bid Security

(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 Limited (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: [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]

### **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 Limited (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 rate contract for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis with reference to RfE no. [insert RfE no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said RfE 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 "OREDA Limited" and payable at Bhubaneswar.

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:

- i. 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)].
- ii. 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.
- iii. 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.
- iv. 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.

#### 7.1.4. Bid Form 4 (Power of Attorney)

##### Power of Attorney

(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 Bidder only.)

Signature and stamp of the notary of the place of execution [insert place] dated [DD MMM YYYY]

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Ltd.

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

Email: ceoreda@oredaorissa.com

Know all men by these presents, We, [name of the executant(s)], do hereby constitute, appoint and authorize [name of the Authorized Signatory] as the Authorized Signatory presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] as our true and lawful representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the empanelment for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis, with reference to the RfE no. [insert RfE no.] dated [DD MMM YYYY] issued by Odisha Renewable Energy Development Agency ("OREDA").

The Authorized Signatory shall represent us and shall be responsible for the signing of the Bid, submission of the Bid and executing all other documents related to this Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which OREDA may require us to submit. The Authorized Signatory is further authorized to make representations to OREDA and provide information/ responses to OREDA, representing us in all matters before OREDA, and generally dealing with OREDA in all matters in connection with our Bid and during the performance of the Work Order.

We hereby agree to ratify all acts, deeds and things are done by our said Authorized Signatory pursuant to this Power of Attorney and that all acts, deeds and things are done by our aforesaid Authorized Signatory shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Document.

Signature of the executant

Name:

Designation:

Address:

Company:

Accepted by

Signature of the Authorized Signatory

Name:

Designation:

Address:

Company:

Common seal of [name of the Bidder] is affixed in [my/our] presence pursuant to the provisions mentioned in the clause under “Seal” of the Article of Association.

Board resolution dated [DD MMM YYYY] is attached below.

WITNESS

Signature:  
Name:  
Address:

Signature:  
Name:  
Address:

Notes:

1. The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under the common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by a Board Resolution.
1. The person authorized under this Power of Attorney shall be a person holding the responsible post and designation in the company.
2. The Board Resolution forms a part of the Power of Attorney.

## Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert RfE no.]

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S. [insert name of the Bidder] HAVING ITS REGISTERED OFFICE AT [insert office address of the Bidder] HELD ON [DD MMM YYYY] AT [HHMM]HRS.

Resolved that we, [insert name of the Bidder], do agree to participate in the RfE invited by OREDA vide RfE no.

[insert RfE no.] dated [DD MMM YYYY] for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for Expression of Interest (EOI) for design, engineering, supply, installation, testing, commissioning and acceptance, including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.

RESOLVED FURTHER THAT, [insert name of the Bidder] agrees to unconditionally accept all terms and conditions mentioned in the aforementioned Bidding Document.

RESOLVED FURTHER THAT, Ms./ Mr. [Name of the Authorized Signatory] [is/ are] presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] is the Authorized Signatory of [insert name of the Bidder] be and hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents writings and deeds as may be deemed necessary or expedient to implement the above Project.

AND RESOLVED FURTHER THAT, the common seal of the company is affixed, wherever necessary, in accordance with the applicable procedure laid down by the applicable law and the charter documents.

For [insert name of the Bidder]

Chairman/ Director/ Company Secretary  
(Signatory of the Board Resolution)

Name of the Authorized Signatory  
Specimen signature of Authorized Signatory

Note: The above signature(s) to be attested by the person signing the resolution

### 7.1.5. Bid Form 5 (Covering Letter of Technical Bid)

#### Covering Letter of Technical Bid

(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 Limited (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha. Email: ceoreda@oredaorissa.com

Sub: Submission of Technical Bid for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.

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 RfE no. mentioned above.

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

We hereby undertake the following:

We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Technical Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the RfE anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Technical Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA.

8. We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Technical Bid shall result in rejection of our Technical Bid.
9. We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Technical Bid. In case of any false documents submitted and found any time in the future, we shall be liable to be proceeded as per Applicable Law.
10. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
11. We hereby declare and confirm that only we are submitting our Bid and that our parent, affiliate, the ultimate parent or any group companies with which we have direct or indirect relationships are not separately submitting their Bid.
12. We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.
13. We confirm that the Technical Bid submitted are subject to the verification solely by appropriate authorities of OREDA as per all the terms of the Bidding Document and agree that the decision taken by OREDA shall be final and binding on us.
14. We declare that our Technical Bid is fully compliant to the qualification requirement mentioned under Section 4 (QR) and we have not misrepresented any information provided in our Bid.



15. We confirm that any genuine changes made by OREDA in the interest of the Project with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to OREDA.
16. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.
17. We confirm that we have submitted the Technical Bid as per the forms given in Bid Form (Technical Bid) and/ or the instructions given in the RfE or E-procurement Website; failure to which our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
18. We agree that We have not submitted any conditional or alternative Technical Bid and in case of any deviation, then our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
19. We confirm that we do not have any conflict of interest in accordance with the provisions of the RfE.
20. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
21. We confirm that OREDA reserves all the right to accept or reject any Technical Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
22. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the RfE, else our Bid Security shall be forfeited.
23. We agree that this Technical Bid shall remain valid for a period of **One Hundred and Eighty (180) Days** from the original last date of online Bid submission and such further period as may be mutually agreed upon.
24. The Bidding Document has been discussed in the Board meeting and a Board Resolution (BR) no. [insert BR no.] dated [DD MMM YYYY] has been concurred for submission of our Bid and is enclosed as a part of Bid Form 4 (Power of Attorney).
25. We undertake that OREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security deposited by us in case of any default as per the Bidding Document.
26. In case we fail to achieve the milestones of Commissioning and Acceptance of the Project as per the Project Timelines, OREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the Performance Security.
27. We confirm that we shall establish a central office at Bhubaneswar, Odisha and also establish local offices at the concerned district so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period.
28. We understand that you are not bound to accept any Technical Bid you may receive.

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]

### 7.1.6 Bid Form 6 Technical Qualification

#### (Applicable for Category A Bidders)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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 Three (3) years from the due date of submission of the Technical Bid.

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

Technical Qualification	Details -
Completed capacity(kW) of Design, supply, installation and commissioning of solar power plants within the last 3 years.	

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 JCC/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]

**(Applicable for Category B Bidders)**

(To be submitted on the letter head of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

This Form is not applicable to us, since we are submitting the Bid under Category B.

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]

### 7.1.7 Bid Form 7 (Financial Qualification)

#### Financial Qualification (Applicable for Category A Bidders)

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

To

The Chief Executive Officer

OREDA Limited

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], has financial details as mentioned below, as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders related to the solar business and/or other than solar business.

#### Average annual turnover:

Particulars	Unit	FY21-22	FY22-23	FY23-24
Annual turnover from solar business only#	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from solar business only#	Lakh INR	[insert]		
Annual turnover from other than solar business only#*	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from other than solar business only#*	Lakh INR	[insert]		
Annual turnover from business only#*	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from business only#*	Lakh INR	[insert]		

# other income is not considered

\*Strick-off if not applicable

[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.

Date: [DD MMM YYYY]

[sign here]

Place: [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]

## Financial Qualification

### (Applicable for Category B Bidders)

(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 Limited

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

Email: ceoreda@oredaorissa.com

This Form is not applicable to us, since we are submitting the Bid under Category B.

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]

### 7.1.8 Bid Form 8 (Test Certificates)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

We, the undersigned, declare that the “**Test Certificates**” for the Equipment are issued from the valid MNRE/ BIS authorized NABL/ ILAC accredited Test Labs, pursuant to the requirements as mentioned in QR Clause 4.2.1.

Sl. No.	Major Component	Test Certificates Required	Test description
1	Crystalline Silicon Terrestrial PV Modules	IEC 61215/ or equivalent BIS standard (IS 14286)	Design qualification
		IEC 61730 -1,2	Safety Qualification Part 1: Requirements for Construction Part 2:- Requirements for Testing
		IEC 61701	Salt Mist Corrosion Test
		IEC 62716	Ammonia (NH3) Corrosion Testing, (As per site condition like dairies, toilets)
		IEC 61853-Part 1 & 2 /IS 16170: Part 1	Performance testing and energy rating:- Irradiance and temperature performance measurements and power rating.
		IEC 61683	Efficiency Test
		IEC 62804:	Potential Induced Degradation test
		IEC 62782	Dynamic Mechanical Load Test
		<b>IEC 61726:2022</b>	shielding effectiveness of cable assemblies, cables, connectors, and passive microwave components Test
2	Inverter*	<b>IEC 60068-1:2013</b>	Sand & Dust Test
		IEC 60068-2-1,2,14,30/ IEC 62093	Environmental Test
		IEC 61683	Energy Efficiency
		IEC62109-1,2	Safety test
		IEC 62116	Anti islanding
		IEC 61727	Utility Interface
3	Battery (LiFePO4)	IS 16046 – 2015/IEC 62133- 2012	EMC
		IS 16270	Standard for LiFePO4 battery
		BS EN 60086-4:2000, IEC 60086-4:2000	Secondary Cells and Batteries for Solar PV Application General - Requirements and Methods of Test
		UL 1642	Primary batteries. Safety standard for lithium batteries
		IEC 60086-1, BS 387	Safety of Lithium-Ion Batteries - Testing
4	Battery (VRLA)	IS-1651/1991	Primary Batteries - General
		IS-1885 [Part-8]/1986	Specification for stationary cells batteries, lead-acid type.
		IS-266/1977	Electro-technical vocabulary: Part 8 - Secondary cells & batteries.
		BS-46290 (Part-4)/1997	Sulphuric acid. British standard specification for lead-acid type valve-regulated sealed type batteries.

Sl. No.	Major Component	Test Certificates Required	Test description
		ANSI, IEEE STD 450/1987	IEEE recommended practice for maintenance, testing, and replacement of large lead storage batteries for generating stations and substations.
		IEC 896-2/1995	Stationary lead-acid batteries: General requirements and methods of test (Part 2, valve-regulated types).
		IS-(1146/UI-94)/ASTM-d-29863	Plastic container for lead-acid storage batteries.
		IS-3136-1965	Specification for polycrystalline semiconductor rectifier equipment.

**Note:**

1. Strick of above testing requirement if Bidder is not applying for particular Projects
2. The proof of all documents showcasing the possession of such copies of the Test Certificates by the Bidder shall be submitted as per the instructions given under the Letter of Intent and not at the time of bidding.

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]



### 7.1.9 Bid Form 9 (Self-certificate)

#### Self-certificate

(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 and notarized by the appropriate authority. The stamp paper shall be purchased in the name of the Bidder only.)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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 aforementioned tender 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]

#### **7.1.10 Bid Form 10 (Undertaking for Indigenousness)**

##### **Undertaking for Indigenousness**

(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 Limited

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

Email: ceoreda@oredaorissa.com

We, [insert the Bidder name], hereby certify and confirm that the solar photovoltaic modules to be supplied under this Project shall be indigenous and not fully imported, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India.

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]

### 7.1.11 Bid Form 11 (No Deviation Certificate)

#### No Deviation Certificate

(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 Limited

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

Email: ceoreda@oredaorissa.com

We, [insert the Bidder name], hereby certify and confirm that we have read the clauses and provisions of the RfE, Addendums, Corrigendum, etc. issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions.

\*In case the Bidder has taken any deviation, then the same shall be mentioned here.

Clause No.	Deviations considered, if any

[\*strike-off, if not applicable]

We further confirm that we are aware that our Bid would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RfE at any stage of the bidding process or thereafter during the performance of the Work Order.

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]

### 7.1.12 Registration details

#### Registration details

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (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]

### 7.1.13 PAN

#### PAN

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (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]

#### 7.1.14 GST Certificate

##### **GST Certificate**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (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]

**7.1.15 Bid Form 15 (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 Limited (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]



#### 7.1.16 Bid Form 16 (Quality Assurance)

##### Quality Assurance

(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 Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, declare that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause 4.2.2.

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]

Note: The documentary evidence shall be submitted as a part of the response to the Letter of Intent and prior to issuance of the Work Order, and not at the time of bidding.

#### **7.1.17 Bid Form 17 (Summary of the Bidder)**

##### **Summary of the Bidder**

(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 Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the summary of [insert name of the Bidder] in excel format.

### 7.1.18 (Bid Form 18) 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 Limited (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]

## 7.2 Bid Forms – Price Bid

### 7.2.1 Bid Form 19 (Covering Letter of Price Bid)

#### Covering Letter of Price Bid

(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 Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

Sub: Submission of Price Bid for the empanelment for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis

Dear [Sir/ Madam],

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

We agree that this Price Bid shall remain valid for a period of Three hundred and sixty-five (365) Days from the original last date of online Bid submission and further for Empanelment Period of One Year from the date of issue of Empanelment Order. **The validity of bid price may be extended for further period as may be mutually agreed upon.**

We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Price Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the RfE anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Price Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA.

We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Price Bid shall result in rejection of our Price Bid.

We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Price Bid.

We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.

We agree with the following:

1. We confirm that the Price Bid submitted are subject to the verification solely by appropriate authorities of OREDA as per all the terms of the Bidding Document and agree that the decision taken by OREDA shall be final and binding on us.
2. We declare that our Price Bid is fully compliant as per the terms of the Bidding Document.
3. We confirm that we have submitted the Price Bid in Indian Rupees only and the Price Bid will be considered up to two places of decimal only.
4. We confirm that any genuine changes made by OREDA in the interest of the Project with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to OREDA.

5. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.
6. We confirm that we have submitted the Price Bid as per the forms given in Bid Form (Price Bid) and/ or the instructions given in the RfE or E-procurement Website; failure to which our Price Bid shall be considered as non-responsive and shall be liable for rejection.
7. We agree that We have not submitted any conditional or alternative Price Bid and in case of any deviation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
8. We confirm that we have not mentioned the Price Bid anywhere other than the Price Bid on the E-procurement Website for further evaluation. If we submit the Price Bid on the E-procurement Website that is not in line with the instructions mentioned therein, then the Price Bid shall be considered as non-responsive and shall be liable for rejection.
9. We confirm that we do not have any conflict of interest in accordance with the provisions of the RfE.
10. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
11. We understand that you are not bound to accept any Price Bid you may receive.
12. We confirm that OREDA reserves all the right to accept or reject any Price Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
13. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the RfE, else our Bid Security shall be forfeited.
14. The rates quoted by us are firm, final and are meant for execution of the allotted supply/ installation within the time frame stipulated in the tender/supply/ installation order.
15. We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize OREDA to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

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 Bid for Category A Bidder)**

**Price Bid for Category A Bidder**

(Sample Format)

Date: [DD MMM YYYY]

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

Particulars	Description
RFE no.:	[insert RfE no.] dated [DD MMM YYYY]
Name of the Project	Request for Empanelment (RFE) for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.
Name of the Bidder	[insert the Bidder name]
Category of the Bidder	Category A

Sl. No.	Project Type	Description	Unit			Price in INR per Unit	Price in INR per Unit (in words)
Unit Price Bid (Excluding GST)			1-10 kW	10-100 kW	100-500 kW		
1.	Per kW on grid Roof top solar Projects	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of Projects with CMC for 5 Years as per the Technical Specification and all terms given in the RfE				INR [insert]	Indian Rupees [insert] only

Sl. No.	Project Type	Description	Price per VAh in INR		
1	Battery back up	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of battery backup for 5 Years as per the Technical Specification and all terms given in the RfE	1-10 kW	10-100 kW	100-500 kW
			INR [insert]	INR [insert]	INR [insert]

**Note:**

- Above rate shall include cost of CMC for five (5) years @10% with 2% each Year (in the form of BG) of CMC Period
- Above rate contract shall be valid for period of one year from date of the Empanelment Order
- Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.
- This format to be filled in the E-procurement Website as per the instruction given in the RfE.
- Please fill the rate only for the applications for which the bid is submitted. Any bid with discrepancy in technical and financial bids shall be rejected by OREDA



**(Price Bid for Category B Bidder)**

**Price Bid for Category B Bidder**

(Sample Format)

Date: [DD MMM YYYY]

Particulars	Description
RfE No.:	[insert RfE no.] dated [DD MMM YYYY]
Name of the Project	Request for Empanelment (RfE) for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.
Name of the MSME Bidder	[insert the Bidder name]
Category of the Bidder	Category B
Whether the Bidder is willing to accept the lowest evaluated price (L1) for Projects determined by OREDA	[Please select either Yes or No]

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]

## 7.3 Letter of Empanelment/ Award Forms

### 7.3.1 Letter of Intent for Empanelment

#### Letter of Intent

(To be submitted on the letterhead of OREDA)

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

From

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

To

[Bidder name]

[Address]

**Sub:** Letter of Intent to the successful bidders for empanelment for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.

#### Reference:

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

2. RFE no. [insert NIT no.] dated [DD MMM YYYY]

With reference to the above, you have been selected as the Successful Bidder and you are requested to submit the following critical documents within a maximum period of fifteen (15) Days from the date of issue of this Letter of Intent, 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 <b>Error! Reference source not found.</b>
3.	Submission of a Detailed Workplan in line with the Project Timelines mentioned in the SOW Clause 3.4.1 for the implementation of Project.
4.	Submission of a site survey report with the finalization of the exact location of the Project and the plan for the finalization of loads for the purpose of implementation of the Project.
5.	Single line diagram of the Project.
6.	Design document of the module mounting structure and other mounting structure, of the Project along with a STAD pro analysis report as a part of the mandatory submission, if applicable.
7.	Bill of materials along with spares and all relevant equipment test certificates
8.	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]

OREDA Limited

Seal: [insert seal of the Bidder]

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]

### 7.3.2 Empanelment Order

#### **Empanelment Order** (To be submitted on the letterhead of OREDA)

Empanelment Order no.: [insert Empanelment Order no.] dated [DD MMM YYYY]

From

The Chief Executive Officer  
OREDA Limited (OREDA)  
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.  
Email: ceoreda@oredaorissa.com

**Sub:** Empanelment Order for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.

#### **Reference:**

1. NIT no. [insert NIT no.] dated [DD MMM YYYY]
1. RFE no. [insert NIT no.] dated [DD MMM YYYY]

With reference to the above, following venders have been empaneled for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.

Sr.	Name of Bidder	Category of Bidder	Type of RTS system	Unit	Rate Contract
1	[Bidder name], [Address] and [Contact Details]	[A or B]			
2	[Bidder name], [Address] and [Contact Details]	[A or B]			
3	[Bidder name], [Address] and [Contact Details]	[A or B]			
4	[Bidder name], [Address] and [Contact Details]	[A or B]			
5	[Bidder name], [Address] and [Contact Details]	[A or B]			
6	[Bidder name], [Address] and [Contact Details]	[A or B]			
7	[Bidder name], [Address] and [Contact Details]	[A or B]			
8	[Bidder name], [Address] and [Contact Details]	[A or B]			
9	[Bidder name], [Address] and [Contact Details]	[A or B]			
10	[Bidder name], [Address] and [Contact Details]	[A or B]			

Above empanelment for rate contract shall be for period of one year from date of the Empanelment Order

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory of OREDA: [insert name]

Designation: [insert designation]

OREDA Limited

Seal: [insert seal of the Bidder]

### 7.3.3 LOI 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 Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

To

[Bidder name]

[Address]

**Sub:** Letter of Award for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in, [project location, Odisha]

#### Reference:

1. NIT no. [insert NIT no.] dated [DD MMM YYYY]
2. RFE no. [insert RfE no.] dated [DD MMM YYYY]
3. LOI no. [insert LOI no.] dated [DD MMM YYYY]
4. Empanelment Order no. [insert Empanelment Order no.] dated [DD MMM YYYY]

With reference to the above, you have been selected as the Successful Bidder for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.

Sl. No.	Description of project	Project size/capacity (kW/Nos.)	Total Cost (INR)
1			
2			
3			
4			
5			

#### Note:

1. Above rate shall include Cost of CMC for 5 Years, cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar project with insurance.
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 <b>Error! Reference source not found.</b>

Sl. No	Critical documents
3.	Submission of a Detailed Workplan in line with the Project Timelines mentioned in the SOW Clause 3.4.1 for the implementation of Project.
4.	Submission of a site survey report with the finalization of the exact location of the Project and the plan for the finalization of loads for the purpose of implementation of the Project.
5.	Single line diagram of the Project.
6.	Design document of the module mounting structure and other mounting structure, of the Project along with a STAD pro analysis report as a part of the mandatory submission, if applicable.
7.	Bill of materials along with spares and all relevant equipment test certificates
8.	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]

### 7.3.4 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 Limited (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 an empaneled vendor for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis (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) Empanelment Order no. [insert Empanelment Order no.] dated [DD MMM YYYY]
- 4) 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" and payable at Bhubaneswar.

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.
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.



### 7.3.5 LOI Form 3 (Sample format for CMC)

#### Sample format for Comprehensive Maintenance Contract (CMC)

CMC ref no: [insert]

Date: [DD MMM YYYY]

Sub: CMC for design, engineering, supply, installation, testing, commissioning and acceptance, including Comprehensive Maintenance for five (5) years of various On grid(with battery backup) Solar PV based applications such as Roof top projects (as applicable) across Odisha.

Ref:

1. NIT no. [insert] dated [DD MMM YYYY]
2. RFE no. [insert] dated [DD MMM YYYY]
3. Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY],
4. Empanelment Order no. [insert Empanelment Order no.] dated [DD MMM YYYY]
5. Letter of Award (LOA) no. [insert LOA no.] dated [DD MMM YYYY].

The Comprehensive Maintenance Contract (CMC) is signed jointly between the two (2) Parties on this [insert] day of [insert] month in the year [insert] at Bhubaneswar, Odisha and shall come into force from the date of its signing.

CMC for maintenance of Project as per the details provided in the RfE and installed by M/s [insert the name of the Successful Bidder] for a CMC Period of five (5) years from the date of Commissioning of the Project.

This CMC is executed between OREDA Limited (OREDA) having registered office at S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha, herein after called as the First Party and M/s [insert the name of the Successful Bidder] having registered office at [insert address of the Successful Bidder] herein after called as Second Party, for the maintenance for a period of five (5) years from the date of Commissioning of the Project, as per the details of the Project provided in Annexure Clause 7.7.

The Second Party will maintain the Project as per the terms and conditions mentioned hereunder:

1. It has been envisaged in the Work Order under Article [insert] that the Project shall be warranted against any manufacturing defect and bad workmanship during the CMC Period of Two (02) years from the date of Commissioning of the Project. As these Projects have been Commissioned after issuance of a Commissioning Certificate. Hence, the Second Party is fully responsible for their trouble-free maintenance and the Second Party is liable to rectify/ remove any defect noticed within the aforesaid CMC Period, free of cost.
1. The Second Party will impart training to at least two (2) designated persons from the organization to be able to provide first aid repair service for the SPV systems.
2. The Performance Security has been submitted only in the form of the Bank Guarantee and the Bank Guarantees were issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha for an amount, expiry date and claim date as mentioned below:

The Performance Security has been submitted for an aggregate amount equivalent to ten percent (10%) of the Initial Capex in five (5) parts, as given below:

BG no.	Amount	Expiry date	Claim date
BG 1	Two percent (2%) of Initial Capex	Eighteen (18) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry
BG 2	Two percent (2%) of Initial Capex	Thirty (30) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry
BG 3	Two percent (2%) of Initial Capex	Forty-Two (42) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry
BG 4	Two percent (2%) of Initial Capex	Fifty-Four (54) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry
BG 5	Two percent (2%) of Initial Capex	Sixty-Two (62) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry

Each Bank Guarantee submitted towards the Performance Security shall be returned within a maximum period of thirty (30) Days of the expiry date of each of the BG.

3. The CMC includes repair/ replacement of all spares, consumable and all the Equipment of the solar power system during the CMC Period or warranty period.
4. The Second Party shall establish a central office at Bhubaneswar, Odisha, and establish local offices at the concerned district so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.
5. The Second Party shall undertake corrective maintenance upon empanelment of complaints by consumers at CRC-OREDA or direct contact. After attending to the defect, the Second Party shall upload the required documents at ReSolve mobile application for successful closure of the complaints. The Second Party shall ensure rectification of defects and restore functionality within seven (7) Days of lodging of the complaints. For any deviation, the second party shall intimate in written to both the beneficiary and OREDA Limited.
6. The Second Party shall undertake scheduled maintenance work as per the prescribed format attached in Annexure Clause 7.5.7 and 7.6.7 and upload the required details and documents in the ReSolve mobile application strictly according to the given schedule. The Second Party shall also abide by any intimation of new format or documentation platform by the First Party.
7. The Second Party shall apprise the First Party about the requirements and supply of spares during warranty as well as CMC Period.
8. Annual report from CRC-OREDA shall be considered as a token of verification of maintenance done and release of an annual payment of CMC in arrears upon completion of each year of the CMC Period along with the performance report/certificate issued by concerned OREDA Field officials.
9. It will be the liberty of the First Party to crosscheck the systems maintained by the Second Party. Random verification of the maintenance may be carried out by the First Party wherever necessary. The Second Party must ensure that, the solar power project (as applicable) should be in operational condition before handing over the RE asset to the concerned beneficiary/OREDA Limited after expiry period of the CMC Period or Warranty Period.
10. The Second Party may continue to maintain the gadgets after the expiry of the CMC Period up to ten (10) years from the date of Commissioning of the Project, provided the Department/ First Party desires. During the first Five Years of CMC Period, the period (no of days) for which the RE asset remain defunct shall be automatically added with the CMC period (in addition to the First Five Years from date of commissioning)
11. For the adjudication of any dispute between the two (2) Parties arising on the execution of this CMC, the matter shall first be brought to the notice of Chief Executive Officer, OREDA Limited.
12. In case there will be no amicable settlement of the issues, the matter can be referred to the court of law having jurisdiction at Bhubaneswar, Bhubaneswar only.

For and on behalf of OREDA Limited (First Party),

Place: [\[insert place\]](#)

[\[sign here\]](#)

Signature

Name of Authorized Signatory of OREDA: [\[insert name\]](#)

Designation: [\[insert designation\]](#)

OREDA Limited

Seal: [\[insert seal of the Bidder\]](#)

For and on behalf of M/s ..... (Second Party)

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: [\[insert seal of the Bidder\]](#)

## 7.4 Pre-bid Form

### Pre-bid queries

(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

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

Sub: Submission of pre-bid queries against the RfE for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV (On-grid with battery system) of cumulative capacity up to 4 MW in various places and capacities, across Odisha on a rate contract basis.

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]

## 7.5 Appendix to SOW – On Grid (with battery backup) Solar PV based applications

### 7.5.1 Appendix Form 1 (Technical Specifications)

#### 7.5.1.1 Roof Top Solar Projects

Solar photovoltaic (PV) modules:

S.No	Specification	Details
a	Solar PV Module Origin	Modules to be made in India and comply with IEC 61215/IS14286 for crystalline silicon, IEC 61730 Part-1 & Part-2 for safety, and IEC 61701 (salt mist).
b	Solar PV Array Capacity	Total array capacity $\geq$ required capacity, with crystalline PV modules of minimum 300 Wp and 144 cells each.
c	Surge Protection	Protective devices against surges and low voltage drop bypass diodes to be provided.
d	Testing and Approval	Modules must be tested and approved by MNRE/IEC-authorized test centers.
e	Module Frame	Frame made of corrosion-resistant anodized aluminum, minimum thickness 1.5 mm, and width 40 mm.
f	General Specifications	Rated output power tolerance: $\pm 3\%$ .
i.	Peak Power Variation	Voltage and current at peak power point must not vary by more than 2% from arithmetic mean.
ii.	Junction Box	Junction box with external screw terminal or sealed type, weatherproof (IP21/20), with by-pass diode provision.
iii.	Curves and Warranties	I-V & P-V curves at STC to be provided. Output wattage warranty: $\geq 90\%$ at 10 years, $\geq 80\%$ at 25 years.
g	RFID Tag	Modules must have an RFID tag containing:
i.	Manufacturer Information	Manufacturer name (PV module and solar cells).
ii.	Manufacturing Details	Month/year and country of origin for cells and modules.
iii.	Electrical Details	I-V curve, wattage, $I_m$ , $V_m$ , FF for the module.
iv.	Identification	Unique Serial No, Model No, IEC certificate date/year, test lab name.
v.	Traceability	Other information per ISO 9001 and ISO 14001 for solar cells and modules.

#### 7.5.1.2. ARRAY/MODULE MOUNTING STRUCTURE:

S.No	Specification	Details
a	Material and Inclination	Hot-dip galvanized MS/Aluminium structures with angle inclination based on site conditions for maximum insolation.

b	Mounting Design	Non-invasive ballast type to avoid roof penetration; tilt angle 10-15 degrees; upper edge of the module with windshield, and clearance provided for cooling.
c	Compliance with Standards	Mounting structure as per IS 2062:1992, and galvanization as per IS 4759.
d	Fasteners	Made of stainless steel; structures designed for easy module replacement and to minimize space use without sacrificing output.
e	Load Distribution	Total load on terrace < 60 kg/m <sup>2</sup> ; point loads distributed within safe limits.
f	Clearance from Roof	Clearance between 70-150 mm from the roof level.
g	Mounting Base	Weather-resistant FRP mountings, non-penetrating type, maintaining proper drainage of rainwater.
h	Loading of Structures	Structures loaded with reinforced concrete blocks made of M25 concrete mixture.
i	Heavy Rainfall Consideration	Designed to withstand heavy rainfall.
j	Placement	Arrays placed inside boundary walls (parapet), free from shadow or obstructions, utilizing terrace space optimally.
k	Spacing	Adequate spacing between panel frames and rows for protection, ease of installation, maintenance, and cleaning.
l	Waterproofing	Additional waterproofing provided in areas where RCC blocks are placed on the terrace.
m	Clearance for Ventilation and Maintenance	Minimum clearance of 150 mm between lower edge of PV panel and terrace ground level.
n	Factor of Safety	Design with a minimum factor of safety of 1.5.
o	Bird Repellent Spikes	Two bird-repellent spikes per array, placed higher than the upper edge with minimal shadow impact.
p	Corrosion Resistance	Support structure to be corrosion-free when installed.
q	Module Fastening	Modules secured with screw fasteners/metal clamps using existing mounting holes; no additional drilling; treated to resist corrosion.
r	Wind Resistance Spacing	Adequate spacing between modules for improved wind resistance.
s	Durability	Structure designed for a lifespan of 25 years under operating environmental conditions.
t	Wind Velocity Resistance	Designed to withstand wind velocities > 200 km/h; certification from a chartered engineer required for strength and durability.

### 7.5.1.3. ARRAY/ MAIN JUNCTION BOXES (JBs):

S.No	Specification	Details
a	Junction Box Material	Made of GRP/FRP/Powder Coated Aluminium/Cast Aluminium Alloy with dust, water, and vermin-proof arrangements. Termination via copper cable lugs.
b	Bus Bars and IP Standards	Copper bus bars/terminal blocks with suitable threads housed in IP65/IEC 62208 compliant enclosures with hinged door or screw-based cover and EPDM gasket.
c	Fuse Protection	Provided for +ve cables in each string.
d	Surge Protection Devices (SPDs)	High-quality Type-II SPDs with monitoring and disconnection for each group in Junction Boxes.
e	Identification and Termination	Bus bar marked for easy identification; cable glands with ferrules fitted at termination points.
f	Array Junction Box Ratings	IP65 (outdoor) or IP54 (indoor) as per IEC 60529; equipped with fuses and isolators of suitable ratings.
g	ACDB Surge Protection	Class 2 SPD as per IEC 60947/60364-5-53 to protect inverters from surges in the AC line.
h	Placement of AJBs/MJBs/ACDB	AJBs/MJBs below modules, or on the wall/rooftop. ACDB placed safely away from DCDB/AJBs/MJBs to avoid Eddy current interference; integrated ACDB/DCDB acceptable.

### 7.5.1.5 BATTERY BANK:

There will be one battery bank comprising of appropriate capacity for respective SPV Power Plant. The batteries should be VRLE Gel battery or LiFeO4 battery Type and shall have a long service life. The cells should confirm IS 15549/ IEC 61427 and as per specification given below shall be provided.

Battery Capacity Bank	Details as below)		
	Capacity of Solar plant (kWp)	Minimum battery bank capacity (VAh) for 3 hour battery	Minimum battery bank capacity (VAh) for 6 hours battery
	X	X*3.6	X*7.2
Terminals	Made of lead alloy suitable for bolted connection. The terminals should be greased with petroleum gel.		
Electrolyte	Battery grade Sulphuric acid/ Gel/ Chemical		
Self-Discharge	Less than 3% per month at 30 degrees C		
Life expectancy	1500 cycle duty at 27degree C at 80% depth of discharge 3000 cycle duty at 50% discharge.		
Approval	Batteries shall have to be approved by MNRE/NABL/BIS authorized test centers		
Service Life	Should perform satisfactorily for a minimum period of 5 years under operating conditions as mentioned.		

### 7.5.1.6 ON GRID INVERTER

As SPV array produces direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels before powering equipment designed for nominal mains AC supply. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the “Inverter” OR simply PCU. In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to maximize Solar PV array energy input into the System. PCU should conform IEC 61683, IEC 60068, IEC 62116 as per specifications.

a) Inverter:

S.No	Specification	Details
1	Efficiency	Highly efficient inverter design.
2	Standards Compliance	Compliant with IEC 61683/IS 61683, IS 16169/IEC 62116, and IEC 60068 standards.
3	Design	Based on MPPT design.
4	Display Parameters	Displays inverter parameters and battery bank parameters.
5	Load Handling	Trips automatically when the maximum load is exceeded.
6	Compatibility	Fully compatible with charge controllers and distribution panels; integrated design.

The PCU should be designed to be completely compatible with the SPV array voltage. Salient features of the Inverters shall be as follows:

S.No	Specification	Details
i	Inverter Type	Central inverter with MPPT, efficient design based on PWM with IGBT/reliable power-based design.
ii	Output Voltage & Frequency	Sine wave output: 230V, Single phase, 50 Hz AC; 415V, 3 phase, 50 Hz AC.
iii	Grid Charging Provision	Battery charging enabled for grid voltage between 170V-265V. If grid voltage falls to 130V-170V, charging stops but load continues on grid supply, not solar.
iv	Efficiency	Peak inverter efficiency (inclusive of built-in isolation transformer) > 85% at full load.
v	PV Power Export Feature	Provision to export excess PV power to grid when generation exceeds load consumption. Feature can be enabled or disabled as required.
vi	Monitoring & Display	Displays PV array DC voltage & current, battery voltage & current, inverter voltage & current, grid voltage & current, battery charging status, and fault parameters. Remote monitoring supported.
vii	Operating Temperature	0°C to 55°C
viii	Maximum Power Point Tracker (MPPT)	Integrated MPPT in power conditioner unit to maximize solar energy utilization.
ix	Standards Compliance	Charge controller/MPPT units to comply with IEC standards.

c) DC DISTRIBUTION BOARD:

- I. Dust & vermin proof Enclosures of Polycarbonate/GRP/FRP/Powder coated Aluminium/ Cast Aluminium Alloy & should have IP 65(outdoor)/54(indoor) compliant to IEC 60529.
- II. The bus bars are made of copper of the desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.
- III. Suitable cable entry points with cable glands and ferrules should be provided. DC SPD of type 2 compliant to IEC 60497 with fuse should be provided.
- IV. Design ambient temperature should be 0-60 deg C.

d) AC DISTRIBUTION PANELBOARD:

- I. AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter and should have necessary over current & surge protection.
- II. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- III. All the Panels should be metal clad, totally enclosed, rigid, wall/floor mounted, air-insulated, cubical type suitable for operation on three-phase / single phase, 415 or 230 volts, 50 Hz.
- IV. Suitable cable entry points with cable glands and ferrules should be provided.
- V. DC SPD of type 2 compliant to IEC 60497 with fuse should be provided.
- VI. Design ambient temperature should be 0-60 deg C.
- VII. The panels should be designed for the minimum expected ambient temperature of 45 degrees Celsius, 80 percent humidity and dusty weather.
- VIII. All indoor panels should have the protection of IP20 or better. All outdoor panels will have the protection of IP21 or better.
- IX. Should confirm to Indian Electricity Act & rules (till the last amendment)
- X. All the 415 V or 230 V devices/ equipment like bus support insulators, circuit breakers, SPDs, VTs, etc. mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in Supply Voltage	+/- 10%
Variation in Supply frequency	+/- 3 Hz

### 7.5.1.7. PROTECTION:

The SPV power plant should be provided with Lightning and over-voltage protection, connected with proper earth pits. The main aim of overvoltage protection is to reduce the overvoltage to a tolerable level before it reaches the PV or other sub-system components. The source of overvoltage can be lightning or other atmospheric disturbance.

a) Lightning

S. No	Specification	Details
1	Lightning Conductors	Made of minimum 25 mm diameter and 3000 mm long GI/copper bonded spike.
		Conforms to IS 23091969.
2	Foundation for Lightning Conductor	Concrete foundation required to ensure stability against maximum wind speed and ease of future maintenance.



3	Lightning Conductor Earthing	Earthed through 20 mm x 3 mm thick GI flat earth pits/earth bus with proper insulation.
4	Height of Lightning Conductors	Minimum 4 meters above the array structure.
5	Surge Protection Device (SPD) Type	Type-II SPDs are mandatory due to lightning-prone areas of the state.
6	SPD for Grid Side Protection	Type I+II SPD to be provided in the ACDB or PCU to protect the PCU from damage.

b) Earthing

S. No	Specification	Details
1	Standard Compliance	Earthing should conform to IS 3043.
2	Earth Continuity Wire/Conductor	Thickness: 38 SWG, more than half the thickest wire used in electric wiring. Resistance: <1 ohm.
3	Earthing Lead Material	GI/Copper strip. Two leads must be provided for each Earth Electrode.
4	Earth Electrode	<b>Pipe Electrode:</b> 40 mm diameter, 4.75 m (rocky soil)/2.75 m (ordinary soil). <b>Plate Electrode:</b> 60 cm x 60 cm, depth: 3 m. Thickness: 3.18 mm (copper) or 6.35 mm (GI).
5	Preferred Location for Earthing	Moistened land.
6	Chemical Earthing	Bentonite based/Graphite based with aluminum silicates & metal powder.
7	Number of Earthing Points	3 One for all structural conducting parts. One for inverter with ACDB, Array JB & Main JB. One for the lightning arrester.
8	Array Structure Earthing	Grounded with a 25 mm x 5 mm GI strip.
9	Control Room Equipment Earthing	Inverters and other equipment to be connected to earth with 25 mm x 5 mm tinned copper/GI strip, including soldering. Earth bus to be provided inside the control room with 25 mm x 5 mm tinned copper/GI strip.
10	Rule Compliance	In accordance with Rule 61 of Indian Electricity Rules, 2004 (as amended), all noncurrent carrying metal parts must be earthed with two separate continuity wires.

c) Surge Protection Devices (SPD):

S.No	Specification	Details
1	Surge Protection Device (SPD) Type	Provided on both DC and AC sides of the solar PV system.

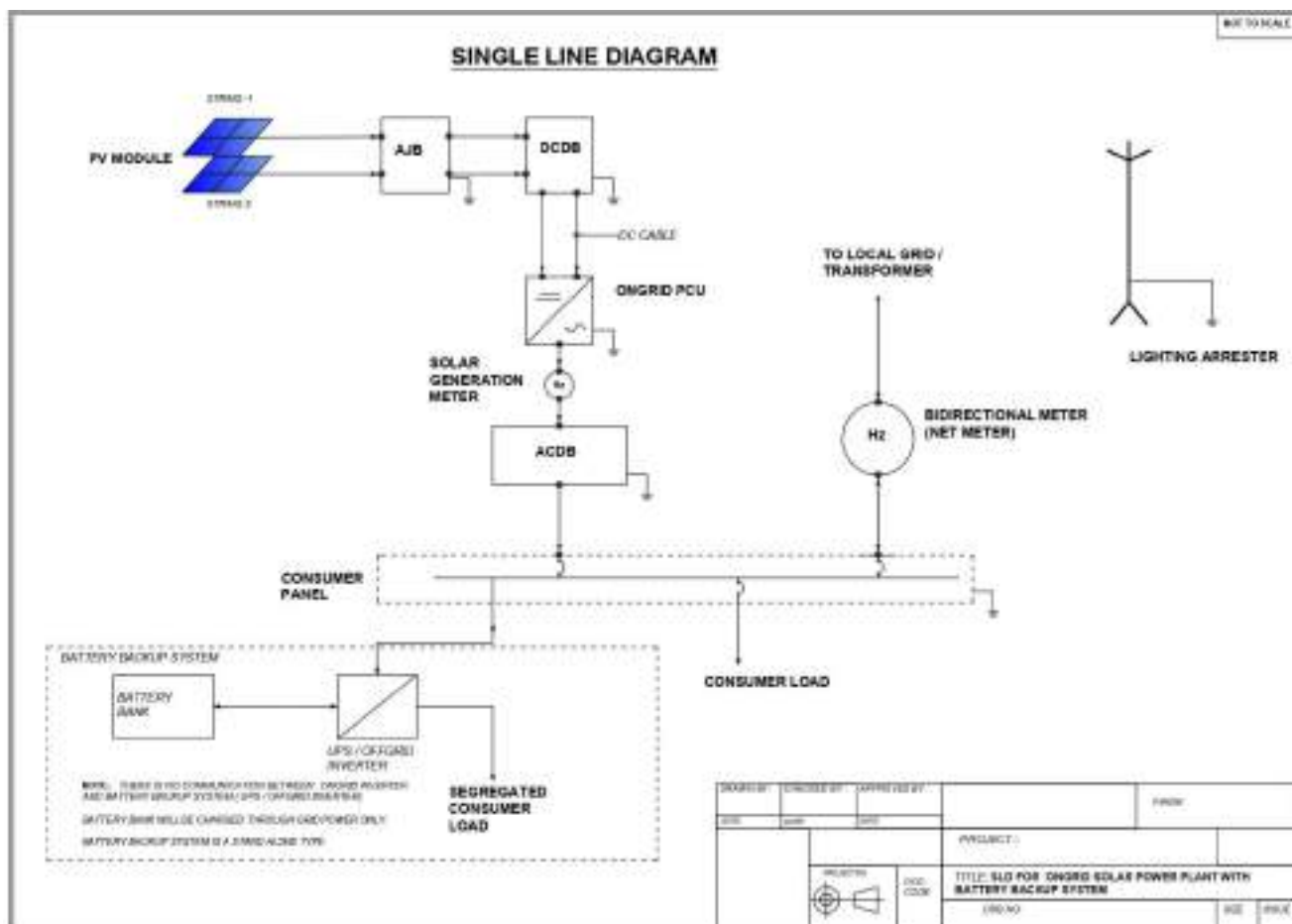
2	Protection Voltage	2.5 kV.
3	Nominal Discharge Current	5 kA (8/20 $\mu$ s).
4	DC SPD Installation	Installed in the DC distribution box adjacent to the solar inverter.
5	AC SPD Installation	Installed in the AC distribution box adjacent to the solar inverter.
6	Earthing Connection	SPD's earthing terminal should be connected to the dedicated earthing system.

#### 7.5.1.11. DRAWINGS & MANUALS:

Two copies of Engineering, electrical drawings, Installation and CMC manuals are to be supplied. Bidders shall provide complete technical datasheets for each equipment giving details of the specifications along with make/makes in their bid along with the basic design of the power plant and power evacuation, synchronization and distribution for street lighting system along with protection equipment.

#### 7.5.1.12. NET METER:

The commissioning of Net Meter shall be done as per the prevalent practice abiding the OERC guidelines. The indicative SLD diagram of a typical On-Grid Solar Power Plant in mentioned below:

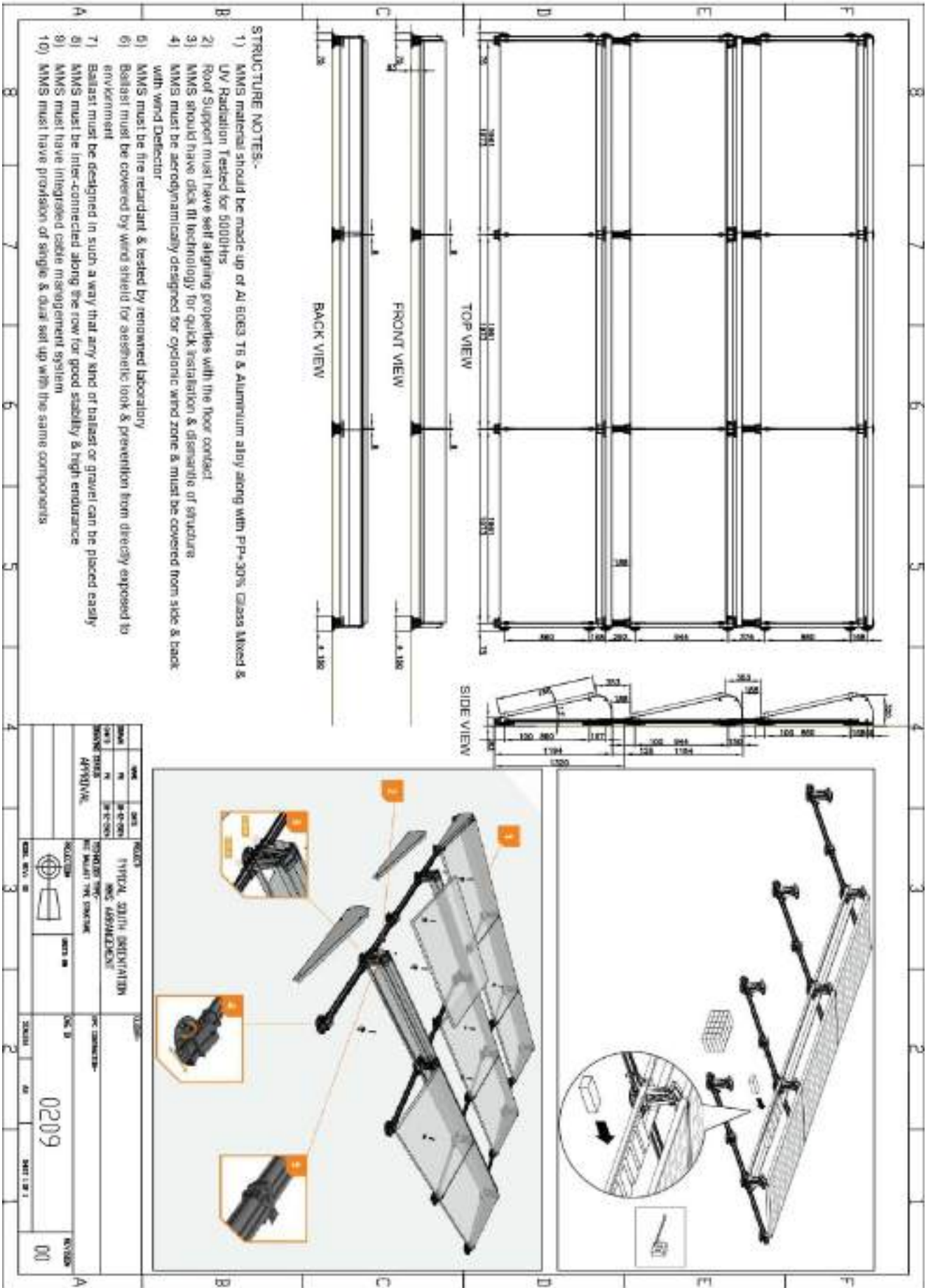


#### **7.5.1.13. GENERATION METER:**

Standard generation meter shall be commissioned as per the respective DISCOM/OERC Guidelines.

#### **7.5.1.2 Appendix Form 2 (Indicative design and drawing for projects)**

The indicative diagram of module mounting structure is given below:



### 7.5.2 Appendix Form 2 (Spares)

The Successful Bidder shall maintain, all the time, the following spares for RSPS as mentioned below:

Name of the Spares	Technical Specification	Unit	Total quantum requirement in no.
Solar photovoltaic modules @ 2% of the total capacity	As per the Technical Specification of the NIT	kW	
1 inverter (higher capacity as per the various RSPS capacities to be allocated)	As per the Technical Specification of the NIT	No.	

In case of any non-compliance, OREDA will take necessary action against the Bidder. Please note that the Spares shall be maintained at the central/ local offices set by the Bidders.

### 7.5.3 Appendix Form 3 (Project Installation – cum – Handing Over Certificate)

This is to certify that the selected Solar Power Plant Project Developer [insert name of Bidder] has successfully installed \_\_\_\_ nos. of SPV power plant of capacity \_\_\_\_ (kW) at \_\_\_\_\_ [insert name of beneficiary] of [insert] block at [insert] district of Odisha. The date of installation cum handing over of the \_\_\_\_ (kW) \_\_\_\_\_ (Mention Type of Power Plant) Solar Power Plant is \_\_\_\_\_. (DD/MM/YYYY)

**Remark if any:**

**Reference:**

1. NIT no. [insert] dated [DD MMM YYYY]
2. Letter of Intent no. [insert] dated [DD MMM YYYY]
3. Work Order no. [insert] dated [DD MMM YYYY]
4. Any other correspondence, if any:

**The Project details of RSPS are given below:**

Sl. No.	Items	Details / Remarks
1.	Name of the Building/Institution	
2.	Address	
3.	Capacity of the SPP	
5.	SPV Module Type, Make and Ratings (Pmax, Voc, Isc, Vmp, Imp, Month/Year of Manufacture etc. to be mentioned for one Solar Panel for Reference)	<b>Note: Serial Number of each module is attached in Annexure – I</b>
6.	Solar Inverter	Make: S.L no: Type: Rating: Month/Year of Manufacture:
7	Battery Bank	Battery Bank Capacity:

		Make: Type: Rating of Individual Battery: Month/Year of Manufacture:
8.	Lightening Arrester	Quantity: Type: Height of the Pole:
9.	Earthing Poles	Quantity: Type: Rating:
10.	Module Mounting Structure	Type: Tilt Angle of Solar Panel: Covering Area in square ft.:
11.	Junction Boxes	Quantity: Type: Make (Name of the Company):
12.	Wires	Type: Make:
13.	Cable Tray	Type:
14.	Display Board	Quantity and Type:

15	Operating/Training Manuals	Quantity:
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**Declaration:**

The above solar power plant was installed as per the applicable conditions of the work order, guidelines and approved technical specifications. The installation of the above solar power plant is found to be satisfactory.

Place: [\[insert place\]](#)

[\[sign here\]](#)

Signature

Name of Authorized Representative of Beneficiary: [\[insert name\]](#)

Designation: [\[insert designation\]](#)

Organization Name:

Seal:

Place: [\[insert place\]](#)

[\[sign here\]](#)

Signature

Name of Authorized Representative of OREDA: [\[insert name\]](#)

Designation: [\[insert designation\]](#)

OREDA Limited (OREDA)

Seal:

Place: [\[insert place\]](#)

[\[sign here\]](#)

Signature

Name of Authorized Representative of bidder: [\[insert name\]](#)

Designation: [\[insert designation\]](#)

Organization Name:

Seal:



#### 7.5.4 Appendix Form 4 (Joint Commissioning Certificate)

##### Joint Commissioning Certificate of Projects

##### TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

1. NIT no. [insert] dated [DD MMM YYYY]
2. Letter of Intent no. [insert] dated [DD MMM YYYY]
3. Work Order no. [insert] dated [DD MMM YYYY]
4. Any other correspondence, if any:

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has successfully commissioned capacity of [insert capacity] kW Solar Photovoltaic Power Project at [name and address of the beneficiary], [insert block name] block, [insert district name] District in Odisha with respect to the above references and the power plant is operating successfully.

The Joint Commissioning Certificate has been issued on the basis of the following documents enclosed:

1. Solar Power Plant Project Installation – cum – Handing over certificate (Attached)
2. Solar Power Plant Joint Commissioning Report (Attached)
3. Installation Report as uploaded on CRC (Attached)
4. Warranty certificate of Solar Panel, Inverter, Battery etc. (Attached)

Assistant Director (Technical)  
OREDA R.E. – Cell  
(Seal with Date)

### Joint Commissioning Report – Solar Power Plant Project

This Commissioning Report is prepared for the Bidder [insert name of Bidder] for the Project developed at [Name & Address of the beneficiary] [insert] block at [insert] district of Odisha. The date of Commissioning of the \_\_\_\_ (kW) Solar Power Plant is \_\_\_\_\_. (DD/MM/YYYY)

**Remark if any:**

#### Reference:

4. NIT no. [insert] dated [DD MMM YYYY]
5. Letter of Intent no. [insert] dated [DD MMM YYYY]
6. Work Order no. [insert] dated [DD MMM YYYY]
4. Any other correspondence, if any:

**The Project details of RSPS are given below:  
(To be filled by Representative of OREDA)**

Sl. No.	Items	Details / Remarks
1.	Name of the Building/Institution/Location	
2.	Address	
3	Net- Meter installed date and type (Net – Meter commissioning certificate from DISCOM to be attached)	
4.	Generation Meter	
5.	CMC manual (Schedule of Maintenance / CRC complaint register procedure) Print outs to be submitted by SPP Developer	
6.	Dos & Don'ts in the form of a booklet/Leaflet/Printout (to be submitted by SPP Developer)	
7.	Proof of conducting the training programs for Solar power plant general operation and Maintenance (to be submitted by SPP Developer)	

**Tests performed during Commissioning:**  
**(To be filled by Representative of OREDA)**

Sl. No.	Test	Result / Remarks
1.	<b><u>Open Circuit / Close Circuit Test (Current &amp; Voltage Measurements)</u></b>  a) Voc / Open Circuit Voltage (To be measured) (Ex – For individual strings or for SPV Plant) b) Vop / Operating Voltage (Data from inverter or to be measured) c) Iop / Operating Current (Data from inverter or to be measured)	
2.	IV Curve Reports for Solar Panels (to be submitted by SPP Developer)	
3.	Battery Bank (Mention battery bank capacity and remark on health of the batteries)	
4.	Earthing Test Results	
5.	Continuity Test Results	
6.	STAAD PRO Certificate for the Structures (to be submitted by SPP Developer)	
7.	Anti-Islanding Protection Test Report (to be submitted by SPP Developer) (Inverter Test Certificate from OEM)	

8	Visual Inspection of the SPV Power Plant (Panel Check, Inverter Check, Battery Check, Cable Tray Check, Lightning Arrester Check, Earthing Check, Junction Boxes Check, SPD Check etc.)	Comments by OREDA Inspecting Authority:
---	--	---

**Note:** Strike off any Serial no. if not applicable to the existing SPP system.

**Generation and Net - Meter Reading on the date of Commissioning:**

**(1 electrical unit = 1 kWhr) (To be filled by Representative OREDA)**

Sl. No.	Period/Duration of Measurement (Month or Days)	Generation Meter Reading	Net-Meter Reading
1		IMR: FMR: MC:  Units Generated = (FMR – IMR) * MC	IMR: FMR: MC:  Units Generated = (FMR – IMR) * MC

\*IMR: Initial Meter Reading FMR: Final Meter Reading MC: Meter Constant

### **Declaration:**

The above solar power plant was commissioned as per the applicable guidelines and the tests performed suggest that the performance of the above solar power plant is found to be satisfactory.

Place: <a href="#">[insert place]</a>	<a href="#">[sign here]</a>  Signature Name of Authorized Representative of Beneficiary: <a href="#">[insert name]</a>  Designation: <a href="#">[insert designation]</a>  Name of the Organization:  Seal:
Place: <a href="#">[insert place]</a>	<a href="#">[sign here]</a>  Signature  Name of Authorized Representative of OREDA: <a href="#">[insert name]</a>  Designation: <a href="#">[insert designation]</a> OREDA Limited (OREDA) Seal:
Place: <a href="#">[insert place]</a>	<a href="#">[sign here]</a>  Signature  Name of Authorized Representative of Bidder: <a href="#">[insert name]</a>  Designation: <a href="#">[insert designation]</a> Organization Name: Seal:

### 7.5.5 Appendix Form 5 (Acceptance Certificate)

## Acceptance Certificate of the Rooftop Solar Power Project

TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

5. NIT no. [insert] dated [DD MMM YYYY]
6. Letter of Intent no. [insert] dated [DD MMM YYYY]
7. Work Order no. [insert] dated [DD MMM YYYY]
8. Joint Commissioning Certificate dated [DD MMM YYYY]
9. Any other correspondence, if any:

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has successfully commissioned capacity of [insert capacity] kW Solar Photovoltaic Power Project at [name and address of the beneficiary], [insert block name] block, [insert district name] District in Odisha with respect to the above references and it is operating successfully for a period of ninety (90) Days from the date of the Joint Commissioning Certificate (Ref 4).

The Acceptance Certificate has been issued on the basis of the following documents enclosed:

5. Solar Power Plant Performance Report (Attached)
6. Closure report as uploaded on CRC (Attached)
7. Electricity consumer bill for the above mention period (Attached)

Assistant Director (Technical)  
OREDA R.E. – Cell  
(Seal with Date)

### Solar Power Plant Performance Certificate

This is to certify that the selected bidder [insert name of Bidder] has successfully installed \_\_\_\_ nos. of SPV power plant of capacity \_\_\_\_ (kW) at \_\_\_\_ [insert name of beneficiary] of [insert] block at [insert] district of Odisha. The date of commissioning of the \_\_\_\_ (kW) \_\_\_\_ (Mention Type of Power Plant) Solar Power Plant is \_\_\_\_\_. (DD/MM/YYYY)

The Solar Power Plant is operating successfully from the period (DD/MM/YYYY) to (DD/MM/YYYY).

The generation report of the above power plant for the above-mentioned period is tabulated below.

**Remark if any:**

#### Reference:

1. NIT no. [insert] dated [DD MMM YYYY]
2. Letter of Intent no. [insert] dated [DD MMM YYYY]
3. Work Order no. [insert] dated [DD MMM YYYY]
4. Commissioning Certificate Date: [DD MMM YYYY] (As mentioned in JCC)

#### Report:

1. The Monthly Generation Data of the Solar Power Plant is mentioned below (Actual generation) (Generation Meter reading/Inverter Reading/Electric bill):

(The Generation Data is Mentioned for the above-mentioned period in electrical units i.e; 1units = 1 kWhr)

Year	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC

Note: Electrical bill of the beneficiary/consumer may be attached for reference for the above-mentioned period for reference.

2. Monthly Generation data at 14% CUF performance of the Power Plant (Comparison Data)

Year	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC
@14% CUF												
Shortfall in Generation												
Grid Unavailability												

(Sign with Date & Seal)

Representative of the Beneficiary

Name:

Designation:

(Sign with Date & Seal)

Representative of OREDA

Name:

Designation:

(Sign with Date & Seal)

Representative of Bidder

Name:

Designation:



## 7.5.6 Appendix Form 6 (Scheduled Maintenance):

### 7.5.6.1 Scheduled Maintenance for Solar PV system:

The periodic Scheduled Maintenance protocol as applicable

Sr. No.	Task	Quarterly	Semi-annual	Annual	Bi-annual
<b>1</b>	<b>PV Array</b>				
A	Inspect each PV modules for damage				
B	Observe PV array shading and take corrective measures				
C	Clean array with water and removes debris around the array				
D	Inspect array mounting structure, check for loose fasteners, corrosion, broken/ damaged concrete footings, etc. and take corrective measures, if necessary.				
E	Check the array junction box, all wires and cables to take corrective measures if necessary.				
F	Adjust tilt angle, if necessary				
G	Check array current & voltage. If required each module current, voltage & bypass diode condition.				
H	Check for any loose contacts in the string connection (+ve/-ve MC4 connectors)				
<b>2</b>	<b>PCU( As Applicable)</b>				
A	Check the inverter and/or charge controller for correct settings				
B	Check Inverter capacity and max allowable load using dummy load.				
C	Ventilation fan condition/filter cleaning				
D	Check all the parameters (I/P & O/P) as per Manufacturer datasheet for any Malfunctioning				
<b>3</b>	<b>Protection devices</b>				
A	Check for continuity of lightning arrestor				
B	Check system earthing				
C	Check all SPDs				
D	Check all bypass/ blocking diodes and take corrective measures if necessary.				
<b>4</b>	<b>Battery</b>				
A	Check Battery capacity and backup time				

### 7.5.7 Appendix Form 7 (Test Certificates – IEC and IP certifications)

The Test Certificate requirements for the Project are given below:

Sl. No.	Major Component	Test Certificates Required	Test description
1	Crystalline Silicon Terrestrial PV Modules	IEC 61215/ or equivalent BIS standard (IS 14286)	Design qualification
		IEC 61730 -1,2	Safety Qualification Part 1: Requirements for Construction Part 2:- Requirements for Testing
		IEC 61701	Salt Mist Corrosion Test
		IEC 62716	Ammonia (NH3) Corrosion Testing, (As per site condition like dairies, toilets)
		IEC 61853-Part 1 & 2 /IS 16170: Part 1	Performance testing and energy rating:- Irradiance and temperature performance measurements and power rating.
		IEC 61683	Efficiency Test
		IEC 62804:	Potential Induced Degradation test
		IEC 62782	Dynamic Mechanical Load Test
		<b>IEC 61726:2022</b>	shielding effectiveness of cable assemblies, cables, connectors, and passive microwave components Test
		<b>IEC 60068-1:2013</b>	Sand & Dust Test
2	Inverter*	IEC 60068-2-1,2,14,30/ IEC 62093	Environmental Test
		IEC 61683	Energy Efficiency
		IEC62109-1,2	Safety test
		IEC 62116	Anti islanding
		IEC 61727	Utility Interface
		IEC 61000	EMC
3	Battery (LiFePO4)	IS 16046 – 2015/IEC 62133- 2012	Standard for LiFePO4 battery
		IS 16270	Secondary Cells and Batteries for Solar PV Application General - Requirements and Methods of Test
		BS EN 60086-4:2000, IEC 60086-4:2000	Primary batteries. Safety standard for lithium batteries
		UL 1642	Safety of Lithium-Ion Batteries - Testing
		IEC 60086-1, BS 387	Primary Batteries - General
	Battery (VRLA)	IS-1651/1991	Specification for stationary cells batteries, lead-acid type.
		IS-1885 [Part-8]/1986	Electro-technical vocabulary: Part 8 - Secondary cells & batteries.
		IS-266/1977	Sulphuric acid.
		BS-46290 (Part-4)/1997	British standard specification for lead-acid type valve-regulated sealed type batteries.
		ANSI, IEEE STD 450/1987	IEEE recommended practice for maintenance, testing, and replacement of large lead storage batteries for generating stations and substations.
		IEC 896-2/1995	Stationary lead-acid batteries: General requirements and methods of test (Part 2, valve-regulated types).
		IS-(1146/UI-94)/ASTM-d-29863	Plastic container for lead-acid storage batteries.
		IS-3136-1965	Specification for polycrystalline semiconductor rectifier equipment.

**Note:** The proof of all documents showcasing the possession of such copies of the Test Certificates by the Bidder shall be submitted along with Lol document.

### 7.5.8 Appendix Form 8 (CMC Performance Report)

#### CMC Performance Report - Project

(To be issued by OREDA on the letterhead)

TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

1. NIT no. [insert] dated [DD MMM YYYY]
2. RFE no. [insert] dated [DD MMM YYYY]
3. Letter of Intent no. [insert] dated [DD MMM YYYY]
4. Work Order no. [insert] dated [DD MMM YYYY]
5. Commissioning Certificate no. [insert] dated [DD MMM YYYY]
6. Acceptance Certificate no. [insert] dated [DD MMM YYYY]
7. Any other correspondence, if any:

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has commissioned [insert capacity and type of project] Project at [project site details] with respect to the ref. no. 5 and 6 on [date of commissioning of project] and it is operating successfully and [Name of the Successful Bidder] has provided CMC during [insert financial year] which is [insert year of CMC] from the date of the Commissioning Certificate.

CMC Period	Year 1/2/3/4/5		CMC Start month
On grid application type			CMC End month

Vendor name	Vendor 1		
	SM closed as per schedule	CM closed within TAT	% Assets functional
Unit	%	%	%
<b>Min Requirement (Yearly Average)</b>	<b>90%</b>	<b>80%</b>	<b>90%</b>
Average			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			

\*In the above case, Jul is the CMC start month and Jun is CMC end month for illustration

CMC Performance of [Name of the Successful Bidder] is acceptable as per the above Table on the basis of the Annual Performance Report generated and submitted by CRC.

Attached: Annual Performance report generated report and submitted by CRC

If Final Outcome at point 10, is accepted, then BG shall be returned to the vendor. Failing to meet the acceptance at point 10 will lead to encashment of BG for the respective year.

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal:

## **7.6 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]

## **7.7 Appendix to SOW – CRC guidelines**

### **7.7.1 Disclaimer**

- 7.7.1.1 These guidelines meant for use of OREDA only.
- 7.7.1.2 These guidelines are prescribed for installation, Commissioning, Acceptance and Comprehensive Maintenance of renewable energy systems installed by/under OREDA only.
- 7.7.1.3 OREDA does neither recommend nor insist other organizations to follow these guidelines for the renewable energy systems developed by either by themselves or through any other organization other than OREDA.
- 7.7.1.4 OREDA reserves all the right to modify, amend or supplement these guidelines whenever such necessity arises.
- 7.7.1.5 Though adequate care has been taken for preparation of these guidelines the installation and maintenance details prescribed in this document are not the only and absolute prescriptions. Depending upon the on-site conditions, the installation/maintenance technician shall take his/her own well-judged decision while installing or maintaining a given RE system.
- 7.7.1.6 Though safety features have not been covered under these guidelines, Indian standard safety guidelines for construction work and electrical works must be followed by all involved in with installation and maintenance of RE systems under these guidelines.

### **7.7.2 Declaration**

- 7.7.2.1 These guidelines will hereinafter be known as “General Guidelines for Installation and Maintenance of RE Systems under OREDA”
- 7.7.2.2 These guidelines shall be applicable to all distributed RE systems installed under the aegis of OREDA.
- 7.7.2.3 These guidelines shall be strictly followed by all vendors of OREDA.
- 7.7.2.4 These guidelines will also be strictly adhered to by all technicians and supervisory level officers of OREDA.
- 7.7.2.5 These guidelines will also constitute an integral part of all tenders of OREDA
- 7.7.2.6 The scoring system prescribed in these guidelines shall be applicable to all vendors of OREDA executing projects on behalf of OREDA

### **7.7.3 Intent behind framing these guidelines**

- 7.7.3.1 These guidelines have been framed solely with the intention of improving the installation standards of RE systems and to extend the quality and timely maintenance services so as to minimize system downtime and guarantee customers' satisfaction.

### **7.7.4 Context**

- 7.7.4.1 The last few years have witnessed a tremendous rise in the number of RE installation particularly in remote, un-served and underserved parts of the state. In view of the absolute need of these installations to meet the basic requirements such as lighting, the supply of drinking water, irrigating farmlands, etc. it is imperative on the part of OREDA to ensure proper performance of the systems which largely depends on the quality of materials, standards of installation and the certainty and frequency of maintenance.
- 7.7.4.2 Ministry of New and Renewable Energy, GOI normally determines the quality and standards of the materials which are elaborately reiterated in the respective tender documents.

- 7.7.4.3 Project-specific installation procedures are often elaborated in the respective tender documents which the vendors are expected to follow meticulously. However, it has been observed that the vendors often do not adhere to these procedures which results in poor performance of the systems. To enable the vendors to follow the procedures meticulously a specific installation App has been developed by OREDA which will be shared with the vendors on their registered mobiles meant to be used by their designated Technicians. The App has been made in such a way that as a technician proceeds for installation of a certain system/device it opens up the step by step installation procedure for the given system/device which the technicians simply has to follow and upload pictures wherever camera buttons have been provided. As a technician completes installation the entire installation report along with pictures will be ready on his mobile for submission to OREDA.
- 7.7.4.4 Renewable Energy systems are known for their low maintenance needs. Often this is misconceived as “no-maintenance” which results in non-performance of such high value and efficient systems. Thus, all RE systems must be maintained well.
- 7.7.4.5 Though the primary responsibility of maintenance of the systems has been vested in the concerned vendor the rising number of unresolved service requests at the CRC calls for some serious organizational oversight. Moreover, it is presumed that many customers are also not able to register their requests due to poor or no mobile connectivity, ignorance about CRC and its toll-free number, etc.
- 7.7.4.6 Keeping the above in view, OREDA during September 2018 introduced a Scheduled Maintenance Regime through its Customer Relationship Centre so as to introduce periodicity and certainty in the maintenance services being extended by the vendors. Like installation, the scheduled maintenance has also been made a mobile application based where the technician responsible for maintenance of the system can step by step follow the prescribed procedure for scheduled maintenance and upload pictures wherever camera buttons have been provided. At the end of the maintenance procedure, a maintenance report can also be generated by the technicians.
- 7.7.4.7 This initiative is not only expected to increase the performance level of the installations but also greatly reduce service requests by customers.

### **7.7.5 Objectives:**

The primary objectives of this new initiative are

1. Increase the economic life span of installations.
2. Ensuring better performance of RE systems.
3. Higher returns on investments.
4. Higher customer satisfaction
5. Better acceptance of decentralized RE based power systems
6. Increased response to climate change mitigation.

### **7.7.6 Stakeholders:**

Ensuring proper performance of RE installations calls for the combined effort of all stakeholders such as Customers, Sponsors, PRIs, Vendors, Independent Service Organizations, OEMs, and OREDA.

#### **7.7.6.1 Customers:**

Customers are the ultimate users and custodians of RE systems/devices. They are required to own the systems irrespective of the systems being privately owned by them or a public property installed inside their premises. They should be responsible for the safety and security of the systems as well as day-to-day maintenance of the systems as prescribed in the users' manual.

#### **7.7.6.2 Sponsors**

Sponsors are the Government Departments/Organizations sponsoring the schemes/program under which the RE systems/devices are installed. Sponsors are responsible for availing and extending maintenance contracts and organizing funds for the same. Sponsors are to be kept informed about the maintenance activities as well as emergent situations that call for material and financial resources.

#### **7.7.6.3 Panchayati Raj Institutions (PRIs)**

PRIs are supposed to be the ultimate owners of community assets such as drinking water supply systems, streetlights, etc. They are expected to properly register the community assets in their asset registers as well as apportion funds from their grants/income for repair and maintenance of the assets beyond the scheduled maintenance period.

#### 7.7.6.4 Vendors

Vendors are primarily responsible for supply, installation and commissioning of the RE systems/devices. They are also responsible for the effective maintenance of the systems for the first five years or as may be mentioned in the concerned tender. Vendors are required to extend scheduled maintenance services as well as on-call maintenance services to all systems installed by them. For extending such services smoothly they may establish their own service network or avail services of Independent Service Organizations. Vendors are also required to have back-to-back agreements with their OEMs for extending guarantee, warranty, the supply of spares, etc. Vendors shall work in close coordination with the customers, custodians, field units, respective technical divisions, and CRC of OREDA in order to deliver effective maintenance services.

#### 7.7.6.5 Original Equipment Manufacturers (OEMs)

The Manufacturers of the original equipment used in RE systems/devices are important stakeholders as far as delivery of effective maintenance services is concerned. Without a proper inventory of spares at their end for the entire period of maintenance and quick response to the need for spares at the project site, it is almost impossible to deliver effective maintenance services on the part of the vendors.

The OEM are currently being empaneled, and the final list will be provided to vendors.

- Bidders are required to use only the empaneled OEMs.
- A change of OEM is allowed in unavoidable situations (e.g., unavailability, supply delays, quality issues) with:
  - Prior approval from OREDA.
  - Submission of the latest datasheets and test reports from MNRE-approved labs.
- The make/model will be finalized only with OREDA's approval.

#### 7.7.6.6 OREDA

OREDA represented by its Technical Divisions, Field Units, CRC is the most important stakeholders in respects of

- a) Managing processes and providing oversight
- b) Establishing principles and parameters for extending maintenance services
- c) Setting up performance parameters
- d) Monitoring, measuring and analyzing stakeholders' performance.
- e) Working for performance improvement
- f) Identifying time-bound and appropriate actions as well as working on the same
- g) Developing internal preparedness to repair, re-installing systems beyond the scope of the vendors.
- h) Developing contingency resources and plans to force majeure situations.
- i) Recognizing and encouraging good performance

### 7.7.7 Process

The overall process is hinged on three distinct sub-processes. They are

1. Onboarding the project
2. Installation & Commissioning of the systems
3. Creation of system IDs and linking to CRM



#### 4. Managing the R&M.

The efficiency of maintenance is largely dependent on the quality and regularity of step 1,2&3. The processes are as follows:

##### 7.7.7.1 ONBOARDING:

Onboarding refers to the creation of the project-specific database comprising of the following details. Onboarding of each project is to be done by the concerned Division Head of OREDA.

- a) Name of the scheme (Generic-Specific)
- b) Name of the sponsors.
- c) Details of sanction order indicating the quantity, cost, locations, etc.
- d) Date of floating of tender
- e) Date of finalization of tenders.
- f) Vendor details (name, the quantity of work awarded, the total cost of the work, locations assigned)
- g) Date of Issue of LOI
- h) Details of survey report submitted by the vendor in response to LOI
- i) Details of project execution schedule submitted by the vendor in response to LOI
- j) Date of issue of firm work order vendor wise
- k) Final date of completion of the project.

This would get populated onto the database in phases as the scheme progresses from conception to inception. Once a scheme is on-boarded the details are to be intimated to CRC for the creation of a new account.

##### 7.7.7.2 PROJECT EXECUTION: The vendor to whom a particular work has been assigned is responsible for the execution of the project. As soon as a project is on-boarded with the above details the same will appear on the dashboard of the concerned vendor(s). The vendor then has to assign the project to a specific technician(s) having registered mobile phones on which the installation apps have been loaded.

The technician will then be able to see his/her assigned projects on the app provided having details such as the name of the project, name of the customer, location details including GPS coordinates, the capacity of the project, etc. As the technician starts executing the project, he/she has to upload the following details as and when it happens

- a) Date of commencement
- b) Details of all hardwares
- c) Exact location of installation
- d) Complete step by step installation details including the picture as per the installation app.
- e) Date of commissioning the project

This would get populated onto the database in phases as the scheme progresses from conception to inception.

##### 7.7.7.3 SUPERVISION:

- a) District Level: As soon as the on-boarding is complete the Officer-in-charge of the District RE Cell can see the details on his dashboard. Similarly, he can see the subsequent processes carried out at the vendor and technician levels. At any point in time as may be required the Officer-in-charge of the District RE Cell can undertake field visits and supervise the progress of the work, quality of work execution, etc.

Once a project is commissioned the Officer-in-charge of District RE Cell can make necessary checks and upload the Joint Commissioning Certificate on the App provided to him within a stipulated timeline.

- b) HQR. Level: After getting the commissioning reports and necessary checks thereon the concerned division of OREDA will create the project/system ID after which the project/system will automatically get linked to the CRC which will mark the beginning of the processes at CRC such as Scheduled Maintenance and Corrective Maintenance.



### 7.7.8 R&M Management:

The R&M regime involves two types of efforts. The first is the Scheduled Maintenance Activities, which is done as a preventive action. It is expected that these periodic maintenances will drastically reduce the incidents of breakdowns. This should be done at some periodicity and in each case, a list of activities must be done. The second is the Unscheduled Maintenance Activities which are of corrective nature. This means when any breakdown/ malfunction is detected, the appropriate corrective action needed can be initiated.

#### 7.7.8.1 Scheduled (Preventive) Maintenance:

- a) A master maintenance schedule is to be drawn up for the organization covering each installation.
- b) This will be done by stratifying the districts into District Clusters based on logistical convenience.
- c) Each Cluster will be broken down into three geographical patches (comprising of Blocks/ GPs) called as Maintenance Cluster to evenly distribute the ticket load across each month within that Maintenance Cluster.
- d) The CRMS, well before the schedule, will fire a flurry of emails and SMS to the Vendors notifying about the list of installations they must cover in each of the Clusters within that Month. A ticket for each installation in the list will be automatically generated. It may be noted that though the list is sent in one list, separate emails will be sent for each ticket on which communication/ transactions have to be made by the Vendor
- e) It's the responsibility of the Vendors to track each case through their authorized technicians and report compliance throughout the month as soon as they cover the installations.
- f) The technicians/ SPOC of the vendor must share the documents/evidence required for the acceptance of resolution over e-mail in the same thread the ticket was raised. No resolution mail other than that thread will be accepted. The protocol of communication may get subsequently changed to improve operational efficiency.
- g) The CRC as soon as it receives the resolution mail, will cross verify the claim of resolution by the technicians and may close the ticket or return for rework.
- h) The CRMS at the end of the month will compute the performance of the ticket/ Vendor/ Scheme and release a scorecard.



#### 7.7.8.2 Unscheduled (Corrective) Maintenance:

- Breakdown occurs at one of the installations.
- The customer calls the CRC to submit a service request.
- The agent at the CRC using the CRMS identifies the customer and registers a request called a ticket.
- Automatically a set of e-mails is fired to the Vendor, its Technician, Administering Dept. of the Scheme and OREDA.
- The CRMS tracks each ticket and follows up each case over e-mail and voice calls.
- After the lapse of certain days, the CRMS auto escalates it to the Nodal Officer/ Scheme Officer for action.
- The vendor/ Technician resolves the ticket at the field and intimates the CRC about it through the designated communication channel as per the protocol.
- CRC cross-verifies it with the community/ customer and closes the ticket.
- CRMS measures performance.



### 7.7.9 Repair and Maintenance Regime:

#### 7.7.9.1 Scheduled Maintenance:

The schedule maintenance regime will focus on the vendor's **certainty and regularity** of visit to the installations under him as his performance parameter. He is expected to comply with a minimum of 90% visit against the Scheduled Tickets within that Service Month.

- Activities under each category of Tickets:

The vendor is warranted to visit the installations and undertake a list of activities linked to that category of ticket. The ticket category can be of Quarterly, Half Yearly and Annual. To know the installation of a Class-specific and ticket Category-specific list of activities, kindly refer to Appendix Clause 7.5.6.

b) Time Limit:

It's expected that the vendor must complete the activities over the list of installations designated for that maintenance month within that calendar month itself.

It may be noted that they can work on any day without any bias to the day being notified as a holiday or otherwise.

c) Route/ Sequence:

Each installation must be visited once in every quarter, half-yearly and yearly for different categories of activities.

To maintain a uniform gap between the visits every time, the vendor is expected to stick to an optimal sequence in a route.

The number of routes that the vendor identifies depends on how big the list and how many technicians are to be deployed.

Care must be taken so that all installations not only are resolved within a month but also are closed.

d) Score:

On successful completion of one ticket as per the service standard, the vendor will earn certain points, and for each default, it will earn a negative score which is designed to be a deterrent.

The scores are:

Visits	Activity Types	Earnings	Penalties
Visit - 1	Q1	3	-9
Visit - 2	Q2	3	-9
	H1	1	-3
Visit - 3	Q3	3	-9
Visit - 4	Q4	3	-9
	H2	1	-3
	A1	1	-3

#### 7.7.9.2 Corrective Maintenance:

a) Service Standards:

While the Schedule Maintenance regime focuses on the vendor's certainty and regularity of visit to the installation as his performance parameter, Corrective Maintenance Regime focuses on the Timeliness of the vendor to respond to a breakdown situation.

The vendor upon being notified of a breakdown situation shall have to complete his assessment within 2 days and complete the repair work within the next 5 days. All (100%) tickets must be resolved within the time limit given above. If the scope of repair/ replacement is found to be beyond the scope of Maintenance Contract (MC), then the vendor immediately after the field reconnaissance must report the same to the CRC.

- i. It is expected that at any point in time, none of the vendors would be having cases older than 7 days pending in their list.
- ii. And, no vendor's installations under a scheme should show 'Non-Working' status of more than 2% of the installations.

b) Methodology:

Corrective maintenance requires a different approach as against the scheduled maintenance methodology. While the scheduled maintenance is predictable, corrective maintenance requires a case-specific approach. The following are recommendations for the most efficient methodology. But the vendors are free to adopt their own if they are complying with the time limit.

c) Reconnaissance:

Within 2 days of the ticket date.

- iii. When a request of service is registered, the vendor as the first response must organize the collection of field level information about the nature of the problem.
- iv. Based on that feedback from the field, the vendor must decide the following;
  - The genuineness of the request,
  - If the requirement of repair is beyond the scope of his MC,
  - If it is within his scope, then, he must arrange labor, spares, materials needed for the repair, and mobilize them to attend the breakdown at the spot.

This will help the vendor to resolve the request in one visit. This is more necessary as at times the villagers without ascertaining the owner of the installation, register a request in the CRC, and, as there is the possibility of multiple installations in one village and the data matches, the ticket is raised against a working installation.

d) Repair:

Within 7 days of the ticket date.

- i. The authorized technicians of the vendor must move to the location with the resources to undertake the repair.
- ii. Upon completion of the repair, the installations must be tested in the presence of the customer/ custodian.
- iii. Requisite evidence and documentation must be completed by the technicians and immediate intimation need to be sent to the CRC.

e) How to handle repair beyond the scope of MC

- i. At the reconnaissance stage, when the vendor realizes that the requirement is beyond the scope of MC, he must request closure giving appropriate reasons.
- ii. He must use the same communication channel as he would have used for resolution,
- iii. The CRC then would take it off the Vendor list and transfer it to the OREDA list.
- iv. OREDA will take this matter up with their principals for resolution.

f) Score:

- i. Each vendor at the start will be given a Credit account of 8760 hrs. (365 Days x 24 hrs.) for each of the installation he is responsible for maintenance. That will be known as the 'Total Achievable Uptime'.
- ii. When a request for service gets registered at the CRC the clock is started from the next day. The day the Vendor responds to a ticket informing successful resolution, the Clock stops on that day.
- iii. At the end of a period, the time taken for each ticket for a resolution, which is converted into hours gets deducted from the 'Total Attainable Uptime' of that Ticket.
- iv. And if the resolution time exceeds the set time of '7 Days', the system will treat those additional days with twice the score.

- v. The system is so designed that the lesser the time is taken to resolve, the higher will be his Net Score. More he takes time to resolve; higher will be his penalty score which may erode his other good works.

#### **7.7.10 Implementation:**

##### **7.7.10.1 Training and Orientation:**

OREDA will conduct orientation and training sessions for the Vendors and their technicians

##### **7.7.10.2 Helpdesk:**

OREDA CRC will provide support to the field personnel of the vendors to acquaint themselves with various communication and process protocol.

##### **7.7.10.3 Performance Evaluation:**

The following paragraphs explain the way OREDA will evaluate both the performances and how it will turn it into a composite score of performance. The Scheduled Maintenance activities have been given primacy over the Corrective Maintenance activities. While the Scheduled Maintenance is given 80% weightage in the composite score, Corrective Maintenance is given 20%.

##### **7.7.10.4 Computation of performance**

Examples from the shared Excel sheets may be incorporated.

##### **7.7.10.5 Streamlined and timebound service**

- i) Each district should have one individual ID and pass for monitoring all the installed asset for the respective district.
- ii) The Assistant Directors should check the generated ticket and SM ticket for each and every asset of their jurisdiction every month and intimate the corresponding vendor if the ticket is not closed within 7-days.
- iii) If a ticket is generated for an asset as well SM, then they should be communicated to the vendor, customer as well as the corresponding A.D., In-charge of the District through SMS as well as App. Issued by CRC.
- iv) Every month the Assistant Directors will submit the report of the generated ticket and resolved ticket vendor wise within 10<sup>th</sup> to the Chief Executive Officer, OREDA for necessary review of the vendor in presence of CRC.
- v) For continuous delay in resolving generated ticket for the consecutive 2- months, the same will be marked as negative remark and further course of action will be taken against the default vendor.
- vi) Similarly, Scheduled Maintenance notification as scheduled to be sent to vendor, concern Assistant Directors.
- vii) After resolution/ closure of tickets, notification message regarding closure of the ticket should be sent and communicated to vendor, beneficiary and the Assistant Director.
- viii) At least one before and after, photographs to be uploaded in the CRC portal for resolving a generated ticket.

##### **7.7.10.6 Rewards and Recognitions**



OREDA will do everything under its might to support the good performance of the vendors as achieving very high uptime of its installation and good customer relationship is its prime organizational focus. It also will weed out non-performing vendors by penalizing them for their bad performance and blacklisting them for good.

OREDA will.

- a) Give preference to the high performing vendors in the upcoming tenders.
- b) Institute Awards and Recognition during important days of OREDA
- c) Recover Liquidated Damages in the shape of penalties
- d) Blacklist vendors whose past performances are not at all good

## 7.8 Work Allocation Methodology

As OREDA intends to go with empanelment for various vendors for On grid(with battery backup) Rooftop Solar PV (RSPV) applications, a methodical approach for allocation of capacities is show below.

As there is mandate by GoO to award work to MSME sector as well, two categories are defined:

As per the MSME procurement policy 2015<sup>1</sup>, 20% of projects will be allocated to category B bidders in a Financial Year (FY). So, considering this total project will be allocated between category A and B bidders as per following basis.

### Categories of Bidders

- **Category A:** Includes all bidders who meet the technical and financial qualification criteria. **Maximum Empaneled vendor will be limited to 10.**
- **Category B:** Local MSME bidders registered in Odisha who do not meet the full qualification criteria. **Maximum Empaneled vendor will be limited to 20.** Vendors will be selected through a draw of lots, following the order of selection.

### Bidder Shortlisting

- Only bidders with price quotes within **1.15x of the L1 price** (lowest price) are considered for empanelment.
- Shortlisted bidders are offered to match the L1 price for uniform rate contracts.
- Rankings are determined based on the following:
  - **Stage 1:** Category A: Initial quoted prices (L1, L2.....L5). If two bidders quote the same price, a draw of lots will determine the order of selection.
  - **Stage 2:** Performance Score (PS) derived from timely project execution, CUF and maintenance.

### Allocation Blocks

Projects are divided into three capacity blocks based on size:

1. **1-10 kW** (Block 1)
2. **11-100 kW** (Block 2)
3. **101-500 kW** (Block 3)

### Project Allocation

- **Minimum Capacity:**

For Rooftop Solar PV: Minimum capacity for allocation is **10 kW**.

- **Allocation Rules:**

If the cumulative project capacity is  $\leq 10 \text{ kW}$ , the entire capacity is awarded to one empaneled vendor in **category B**.

If the cumulative project capacity is **> 10 kW**, it is divided between Category A (Giving priority to L1 Bidder and other bidders in descending order of their initially quoted price) and Category B vendors (As per the order of draw of lots). Any Time Category B vendors receive 20% of the cumulative annual capacity.

**Allocation Methodology for the second round of allocations:**

- Projects are categorized into blocks based on capacity, and allocations are done in stages.

**Scenario 1: Cumulative Project  $\leq$  10 kW**

- Entire capacity is awarded to a **Category B vendor** as part of the MSME mandate.

**Scenario 2: Cumulative Project Between 11-500 kW**

- Awarded to the L1 **bidder** in Category A, giving priority to L1 Bidder and other bidders in descending order of their initially quoted price & ranked based on their Performance Score.

**Scenario 3: Multiple Projects Across Different Blocks**

- Projects are distributed as follows:
  - **Block 1:** Allocated to one bidder from Category B.
  - **Block 2:** Distributed among all Category A bidders in descending order of rank, with R1(Highest in terms of performance Score) receiving a minimum percentage (e.g., 40%).
  - **Block 3:** Distributed among bidders, with allocation percentages defined by OREDA.

**Vendor Rankings and Performance Score (PS)**

- At the start, all empaneled vendors are assigned a **PS of 1**.
- The PS changes based on project execution and maintenance performance.
- Bidders with PS < 0.5 are excluded from future allocations.

**Category B:**

- A. All the bidder under Category-B who have agreed to match L1 price will be allocated as per the following basis:
  - The selection shall be done based on draw of lotteries. **Maximum 20 empaneled vendors shall be selected through draw of lotteries for allocation of work.**

The allocation shall continue till all the empanelled bidders under Category – B is exhausted with some capacity allocation. The category B bidders who are once allocated some work will not be allowed to participate in the lottery process till all the empanelled bidders receive some work. Once all the empaneled bidders under category – B are awarded some work, further work shall be allotted based on their performance score (PS) in previous allotted works.

*Table 1: Minimum Capacity/ Quantity*

Solar Project/ Application	Min Capacity/ Quantity
Rooftop Solar PV	10 kW

- If any work is less than or equal to the Min capacity/ quantity mentioned at Table 1, then all the capacity will be awarded to one empaneled vendor
- If any work is more than the capacity/ quantity mentioned at Table 1, then the total capacity shall be divided into two categories in the following range. The division is at the discretion of OREDA. However, during one financial year, 20% of the total work awarded, to be awarded to Category – B (MSME) empaneled vendors.



## ***7.9 Vendor Performance Monitoring***

Odisha Renewable Energy Development Agency hires/empanel vendors for various project implementation in Odisha. The cost of the project usually includes the comprehensive maintenance till 5 years. OREDA has a robust CRC (Customer Relationship Centre) for monitoring of scheduled and corrective maintenances.

### ***Parameters for measurement of vendor performance***

The performance of a particular vendor will be estimated considering the timely delivery of the project assigned, CUF & CMC at discretion of OREDA

## 7.10 JV Agreement

(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 Lead Member only.)

Signature and stamp of the notary of the place of execution [insert place] dated [DD MMM YYYY]

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

Ref. No. [insert LoA no. for intimation on being a Successful Bidder] dated [DD MMM YYYY]

This [JV] Agreement is entered into on this [DD] day of [MMM] month, year [YYYY]

Amongst

[Name of the Lead Member] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 1] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 2] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

...

The above-mentioned First Party, Second Party and Third Party ... are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

The Parties are interested in jointly developing the Project as members of the JV and in accordance with the terms and conditions of the Bidding Documents.

It is a necessary condition under the RFP that the members of the Consortium shall enter into a JV Agreement and furnish a copy thereof as per the RfE clauses.

NOW IT IS HEREBY AGREED as follows:

### 1. Definitions and Interpretations

In this JV Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

### 2. JV

The Parties do hereby irrevocably constitute a JV ("JV") for the purposes of jointly developing the Project.

The Parties hereby submitted their Bids only through this JV and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Group Business Entity.

### 3. Covenants

The Parties hereby undertake that the Bidder being selected as the Successful Bidder shall form a new SPV by the members of the JV mandatorily for developing the Project under The Companies Act, 2013. The

Successful Bidder shall submit the registration certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA. Further, the Bidder shall submit the PAN and GST certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA.

#### 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described in the Bidding Documents. The First Party shall be the Lead member of the JV and shall have the power of attorney from all the Other Members for conducting all business for and on behalf of the JV for developing the Project;

#### 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bidding Document. For any loss or damage on account of any breach of this Agreement or the contract awarded or any shortfall in the execution of the Project, meeting the guaranteed performance / parameters as per technical specifications / documents relating to the Tender or RfE document, OREDA Ltd. shall have the right to proceed against any one of the Parties herein in this regard.

#### 6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

Name of the Parties	Role of the Parties	% of subscribed and paid-up equity share capital of the JV
[Insert the name of the Lead Member]	Lead Member	
[Insert the name of the Other Member 1]	Other Member 1	
[Insert the name of the Other Member 2]	Other Member 2	
...	...	...

The Parties undertake that the members in the JV shall hold the above % of subscribed and paid up equity share capital of the JV at all times until first one (1) year of operation from COD.

#### 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this JV Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JV Agreement;
- b) The execution, delivery and performance by such Party of this JV Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents including the power of attorney and board resolution in favour of the person executing this JV Agreement for the delegation of power and authority to execute this JV Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this JV Agreement;
- c) This JV Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

## 8. Termination

This JV Agreement shall be effective from the date hereof and shall continue till the expiry of the Defect Liability period as per the Tender or RfE conditions. However, in case the JV is either not pre-qualified or does not get selected for award of the Contract, the JV Agreement will stand terminated in case the JV is not pre-qualified or upon return of the tender EMD by OREDA Ltd. to the JV, as the case may be. None of the parties will be entitled to terminate their association with the JV, till return of the tender EMD by the Consortium or payment of the amount specified in the Financial Bid by the Consortium, whichever is later.

## 9. Indemnification:

All JV members of this agreement shall fully indemnify, hold harmless and defend OREDA Ltd. and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.

## 10. Miscellaneous

This JV Agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack (Odisha) shall have the exclusive jurisdiction in all matters arising there under.

The Parties acknowledge and accept that this JV Agreement shall not be amended by the Parties without the prior written consent of OREDA Ltd.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY THE AUTHORIZED SIGNATORY OF THE RESPECTIVE PARTIES

For and on behalf of Lead Member by:	For and on behalf of Other Member 1 by:	For and on behalf of Other Member 2 by:
Name:	Name:	Name:
Designation:	Designation:	Designation:
Company:	Company:	Company:

In the presence of witnesses:

Name:	Name:
Designation:	Designation:
Company:	Company:

## Notes:

1. The mode of the execution of the JV Agreement shall 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.
2. This shall be supported by the power of attorneys along with the board resolutions issued by the respective Companies in favour of the respective authorized signatories to execute this JV Agreement.

# Consortium Agreement Format

## Consortium Agreement

(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 Lead Member only.)

Signature and stamp of the notary of the place of execution [insert place] dated [DD MMM YYYY]

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

Ref. No. [insert LoA no. for intimation on being a Successful Bidder] dated [DD MMM YYYY] (If applicable)

This CONSORTIUM AGREEMENT is entered into on this [DD] day of [MMM] month, year [YYYY]

### AMONGST

[Name of the Lead Member] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "First Party" or the "Primary Bidder" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 1] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Second Party" or "1<sup>st</sup> Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 2] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Third Party" or "2<sup>nd</sup> Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

...

The above-mentioned First Party, Second Party and Third Party ... are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

The Parties are interested in jointly developing the Project/ bidding for the tender as members of the Consortium and in accordance with the terms and conditions of the Bidding Documents.

It is a necessary condition under the RFP that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof as per the RfE clauses.

NOW IT IS HEREBY AGREED as follows:

### 1. Definitions and Interpretations

In this Consortium Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

### 2. Consortium

The Parties do hereby irrevocably constitute a Consortium (the "**CONSORTIUM**") for the purposes of jointly participating in the bidding process for developing the Project.

The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Group Business Entity.

### **3. Role of the Parties**

The Parties hereby undertake that Party of the First Part is fulfilling the prequalification criteria as per the requirement of “Tender” or “RfE” in all respects and shall be the “Primary Bidder” of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective.

The project or work shall be executed by the “Primary Bidder” as a whole and solely responsible to OREDA Ltd. for all the activities mentioned in the Tender or RfE Document including financial liabilities (Reference to the Tender or RfE Document).

### **4. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.

### **5. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Consortium Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium Agreement;
- b) The execution, delivery and performance by such Party of this Consortium Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents including the power of attorney and board resolution in favour of the person executing this Consortium Agreement for the delegation of power and authority to execute this Consortium Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Consortium Agreement;
  - vi. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.
  - vii. This Consortium Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

## **6. Post Contract Liabilities:**

For any loss or damage on account of any breach of this Agreement or the contract awarded or any shortfall in the execution of the Project, meeting the guaranteed performance / parameters as per technical specifications / documents relating to the Tender or RfE document, **“Primary Bidder”** undertake to promptly make good such loss or damage on OREDA Ltd. demand without any demur. OREDA Ltd. shall have the right to proceed against any one of the Parties herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of OREDA Ltd. to proceed against the **“Primary Bidder”** before proceeding against the other Parties herein.

## **7. Assignment:**

The rights and obligations of First and Second Consortium Member or the any Member under this Agreement shall not be assigned to any third party without the prior written consent of OREDA Ltd.

## **8. Employers’ Responsibility:**

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

## **9. Insurance:**

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

## **10. Termination**

This Consortium Agreement shall be effective from the date hereof and shall continue till the expiry of the Defect Liability period as per the Tender or RfE conditions. However, in case the Consortium is either not pre-qualified or does not get selected for award of the Contract, the Consortium Agreement will stand terminated in case the Consortium is not pre-qualified or upon return of the tender EMD by OREDA Ltd. to the Consortium, as the case may be. None of the parties will be entitled to terminate their association with the Consortium, till return of the tender EMD by the Consortium or payment of the amount specified in the Financial Bid by the Consortium, whichever is later.

## **11. Indemnification:**

All JV members of this agreement shall fully indemnify, hold harmless and defend OREDA Ltd. and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.

## **12. Miscellaneous**

This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack (Odisha) shall have the exclusive jurisdiction in all matters arising there under.

The Parties acknowledge and accept that this Consortium Agreement shall not be amended by the Parties without the prior written consent of OREDA Ltd.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY THE AUTHORIZED SIGNATORY OF THE RESPECTIVE PARTIES

For and on behalf of Lead Member  
by:

Name:  
Designation:  
Company:

For and on behalf of Other Member  
1 by:

Name:  
Designation:  
Company:

For and on behalf of Other Member  
2 by:

Name:  
Designation:  
Company:

In the presence of witnesses:

Name:

Designation:

Company:

Name:

Designation:

Company:

**Notes:**

1. The mode of the execution of the Consortium Agreement shall 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.
2. This shall be supported by the power of attorneys along with the board resolutions issued by the respective Companies in favour of the respective authorized signatories to execute this Consortium Agreement



***End of Document***