

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY

BHUBANESWAR

REVISED BID DOCUMENT

DETAILS OF TENDER CALL NOTICE No. 3739/OREDA DTD- 17.08.2019

FOR

Design, Supply and Maintenance for a period of 5 years of Electric Rickshaw, Electric Cart for different applications

Date of Hoisting of the bid document on Website	19.08.2019
Date & time of pre-bid meeting	27.08.2019 on 11:30 AM at OREDA Conference hall
Date of hoisting of final revised bid document	29.08.2019
Date and time of last submission of online bids	16.09.2019 up to 5:00 PM
Date and time of last submission of hard copy of bids	19.09.2019 up to 1:00 PM
Opening of Techno-Commercial bids	19.09.2019 at 3:00 PM
Opening of the price bid	To be intimated to the technically qualified bidders



S-3/59, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010

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

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Disclaimer

Kindly Note:

1. This document is not transferable
2. Though adequate care has been taken for preparation of this document, the bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder on the pre bid meeting or within ten days from the date of issue of the bid document, it shall be considered that bid document is complete in all respects and has been received by the bidder.
3. The Odisha Renewable Energy Development Agency (OREDA) reserves the right to modify, amend or supplement this bid document.
4. While the bid document has been prepared in good faith, neither OREDA nor their employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this bid document, even if any loss or damage is caused by any act or omission on their part.



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DETAILS OF NOTICE INVITING TENDER

Odisha Renewable Energy Development Agency invites e-tenders from interested bidders for Design, Supply and Maintenance for a period of 5 years of Electric Rickshaw, Electric Cart for different applications.

Particulars	Quantity & physical units	Estimated Cost (INR)	Earnest Money Deposit (INR)	Cost of Bid document (INR)	Tender processing fee (INR)
Category-A: Design, Supply and Maintenance for a period of 5 years of Electric Rickshaw (Four Seater) for Passenger use.	25	37,50,000/-	1,00,000/-	10,500/-	1,000/-
Category-B: Design, Supply and Maintenance for a period of 5 years of Electric Cart with Container.	25	45,00,000/-			1,000/-
Category-C: Design, Supply and Maintenance for a period of 5 years of Electric Cart with AC Freezer units.	50	1,10,00,000/-			1,000/-

1. SCOPE OF THE WORK

The broad scope of the work includes

- a. Design, Supply, Maintenance for a period of 5 years and onsite delivery of Electric Rickshaw, Electric Cart of quantity* mentioned in the NIT above for different applications within the Delivery period as mentioned in this section.
(* The number may increase up to 50%).
- b. Obtain Registration of the vehicle from the RTO of the concerned districts.
- c. To train the beneficiary about the operation and daily maintenance procedure to be followed.
- d. To provide door to door service to the beneficiary including comprehensive maintenance for 5 years. Necessary repair and service work to be done as per the beneficiary requirement. The charge of spare parts/consumable and servicing work will be as per the cost to be mentioned in the work order.
- e. After completion of 5 years undertake detailed inspection of the supplied vehicle along with the District Administration/User Agency and AD(T), OREDA/his representative and prepare an exit reports and hand over the same to the District Administration/User Agency or continue further AMC if the required.
- f. Displaying the contact details of OREDA Customer Relationship Centre in prominent places of the Vehicle.
- g. Have a local office at Bhubaneswar and any other place to be intimated later so as to deliver uninterrupted and sustainable maintenance services and share its contact details with all concerned.

2. ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE BIDDING:-

- a. The bidder must be a company (registered under Indian Companies Act 1956) or a Partnership Firm (registered under Indian Partnership Act 1932) or a Sole Proprietorship Firm and should have registered under GST.
- b. The bidders must have minimum cumulative turnover of Rs 50,00,000/- over last three years exclusively in the business of supplying Electric Vehicles. As proof of this, the bidder must submit the turnover certificate certified by Chartered Accountant.
- c. The bidder must have supplied minimum **30 no. of Electric Vehicle** for Central Govt/ Any State Govt./ PSUs/ Govt Agency/ Bodies, Health

Institutions, Medical Colleges & Hospital, Universities and other Educational Institutions in the last 3 years. As proof of installation the bidder must submit the work completion certificates in the format given in favour of each work order issued.

- d. The products offered by the bidder should confirm to transportation of good materials and rules framed under Motor Vehicle Rule Act.
- e. The base model of the Electronic Battery Operated Vehicle must have been certified by authorized Motor Vehicle Certification agency, viz. International Centre for Automotive Technology (ICAT), Automotive Research Association of India (ARAI).
- f. The E-Rickshaw/E-Cart design and make should be in commercial line and should be capable of customization as per the requirement of OREDA.
- g. The Fitness/Compliance Test of the E-Rickshaw/E-Cart should be as per the Ministry of Road Transport and Highways GSR No. 709 (E) dated 8 October 2014. The Compliance Certificate for the test required to be carried out as per the Safety Standards for E-Rickshaw/E-Carts as per the Ministry of Road Transport and Highways Notification No. S.O. 2590 (E) dated 8 October 2014 has been given in the Technical Specification section.
- h. The bidder's company/firm must not have been debarred / blacklisted by any Govt. Dept., agency, PSUs / institution / agencies / autonomous organisations. The bidder shall submit a self-certification by an authorized person duly notarized to this effect.

3. INSTRUCTIONS TO BIDDERS:

3.1 GENERAL INSTRUCTIONS

- Interested bidders are advised to view the detailed tender documents on www.oredaorissa.com or www.tenderwizard.com/OREDA.
- Bidders desirous of participating in the tender shall have to pay the tender costs mentioned in TENDER SCHEDULE. The tender cost is required to be paid in shape of Demand draft only, drawn in **favour of Chief Executive, OREDA payable at Bhubaneswar**. The tender cost is inclusive of GST and is not refundable.
- All participating bidders shall have to pay the non-refundable tender processing fee as mentioned in TENDER SCHEDULE to K.S.E.D.C. Ltd. Bangalore through Tender Wizard Portal on e-payment modes only such as credit/debit cards, Net banking etc.

- Earnest money as specified in bid should be deposited in shape of Demand Draft drawn in favour of the Chief Executive, OREDA payable at Bhubaneswar from any nationalized bank. Alternatively the EMD can also be submitted in shape of Bank Guarantee from any nationalized bank in the format given at Annexure-2 having validity of 60 days.
- The bidders shall submit copies of documents defining their respective constitutional or legal status, place of registration and principle place of business of company or firm or partnership.
- Bidding companies are required to submit Board Resolutions in prescribed format given at Annexure-3.
- Bidding firms are required to submit the documents related to assignment of Power of Attorney to sign the agreement on behalf of bidders.
- Bidding Partnership firms are required to submit complete partnership deeds along with the bid documents.
- The bidder shall submit reports on their financial standing such as audited Profit and Loss statements, Balance sheets, Auditor's report for the past three years. All accounting statements must be duly audited and submitted along with auditor's note on accounts and accounting standards.
- The bidders shall submit information on their performance during last 3 years in format given at Annexure-4.
- The supplied materials should strictly comply with the specifications as mentioned in the bid, otherwise the material would be liable for rejection.
- Certificate to the effect that the systems to be supplied are indigenous & not fully imported must be furnished.
- Since timely execution of works is of paramount importance, requests for extension of time shall not be ordinarily entertained.
- Notice inviting tender, bid documents, prescribed Technical bid, price bid, terms & conditions will form the part of the tender.
- All Taxes applicable at the time of supply will be admissible.
- In case of supply of any defective material or substandard material, the materials will be rejected & it will be the responsibility of the supplier for taking back & replacing

the rejected materials at their own cost. In case of non-lifting of such rejected materials within a reasonable time offered by the office it will have the right to suitably dispose off the same and forfeit the amount.

- OREDA will not be responsible for any incidental or consequential losses of the firms while supply and till expiry of the period of maintenance.
- During the warranty period, OREDA/ Other State Agencies/ Users reserve the right to cross check the performance of the systems with the minimum performance levels specified.
- Deviations in terms and conditions, Specification of material, Inspection clause etc. will not be accepted under any condition.
- The Electronic Form/Template of the Techno –Commercial bid, as available on the portal, shall be duly filled in and scanned copies of documents in support of meeting the minimum qualifying requirement of the tender shall be given as attachments
- Prices quoted must be firm and fixed. No price variation / escalation shall be allowed during process of completion of the project.
- **Any condition in regards to financial aspects, payments, terms of rebate etc. beyond the prescribed financial terms of OREDA will make the bid invalid.**
- Therefore it is in the interest of the bidders not to write anything extra in the Price Bid except price.
- Canvassing in any manner shall not be entertained and will be viewed seriously leading to rejection of the bid.
- All subsequent addendum/Corrigendum to the tender shall be hoisted in OREDA's official web site www.oredaorissa.com and www.tenderwizard.com/OREDA only.

3.2 SUBMISSION OF BIDS:

- The Bids must be submitted only in On-line mode on www.tenderwizard.com/OREDA portal.
- The bidder must ensure that the bids are received in the specified website as per the date and time indicated in the Tender notice.
- The bidders are advised to register their user ID, Password, company ID on website www.tenderwizard.com/OREDA by clicking on hyper link “**Register Me**”.

3.2.1 PROCEDURE FOR SUBMISSION OF ONLINE BIDS

A. ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE

For participating in the bid it is mandatory to procure the Digital Signatures of **Class**

III only.

B. REGISTRATION IN TENDER WIZARD PORTAL

- Log in www.tenderwizard.com/OREDA Click “Register”, fill in the online registration Form.
- Un-registered bidders are required to pay registration fee of Rs 2300/- to M/s KSEDCL, Bangalore in tender wizard e-payment mode only.
- All bidders are required to pay the tender processing charge of Rs. 5900/- to M/s KSEDCL, Bangalore in tender wizard portal in **e-payment** mode only.
- As soon as the verification is done the e-tender user ID will be enabled/ provided.

C. ON-LINE REQUEST FOR e-TENDER DOCUMENTS

After viewing Tender Notification in www.tenderwizard.com/OREDA if bidder intends to participate in tender, it has to use its e-tendering User ID and Password which has been received after registration and acquisition of DSCs (Digital signature certificate) and to follow the step by step instructions given below.

- Insert the PKI (which consists of your Digital Signature Certificate) in your System.
(Note: Make sure that necessary software of PKI has been installed in your system)
- Click / Double Click to open the Microsoft Internet Explorer
(This icon will be located on the Desktop of the computer)
- Go to Start > Programs > Internet Explorer. Type www.tenderwizard.com/OREDA in the address bar, to access the Login Screen.
- Enter e-tender User Id and Password, click on “Go”.
- Click on “Click here to login” for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e- Procurement User Id Password.
- Click “Un Applied” to view / apply for new tenders.
- Click on Request icon for online request. After making the request, bidder has to pay the requisite tender processing fee (as indicated in tender notice) through **e-payment** facility only available in the portal. Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps.
 - Click on the “Show form” icon.
 - Tender documents will appear on the screen.
 - Click “Click here to download” to download the documents.

D. SUBMISSION OF EMD AND TENDER COST:

The bidders shall have to scan the **Demand Draft** towards EMD and Tender Cost and upload the same in .pdf or .jpg format.

E. SUBMISSION OF TECHNO-COMMERCIAL BIDS:

- The techno-commercial bid sheets in .xls format are to filled up and up-load without changing the file name. Submission of

incomplete techno commercial bid sheets will be liable for rejection of the bid.

- Scanned copies of all related documents as per the checklist shall be uploaded in .pdf or .jpg format prior to last date and time of receipt of bids as specified in tender Notice.

F. SUBMISSION OF PRICE BIDS

- The bidder should fill up price schedule in the given bid sheets in .xls format and up-load the same without changing the file name. The bid will be rejected if the schedule of price is submitted in incomplete form.

After completing all the formalities, Bidders will have to submit the tender as specified in NIT and must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.

Note:

- The bid sheets (.xls file) shall be uploaded in www.tenderwizard.com/OREDA portal, prior to online closing of the tender. By no other means (except online) price bid shall be accepted for evaluation of tender.
- Please note down or take a print of bid control number once it displayed on the screen.

G. SUBMISSION OF HARD COPIES

- Along with the e-tender, bidders shall also submit hard copies of all uploaded as well as other documents as asked for in the bid document in the form of a **single hard bound** book properly page numbered and Indexed.

No loose/ separate paper or spiral bound documents will be accepted.

- The bidders must sign at the bottom of all the pages of the hard bound book including each page of the bid document(which will also form an integral part of the hard bound book) as token of unconditional acceptance of the departmental terms and conditions, technical specifications etc.
- The Hard bound copy must be submitted in OREDA office at S-57, Mancheswar Industrial Estate, Bhubaneswar 751010 on or before the stated date in the manner prescribed elsewhere in the document. Submission extra/ unrelated documents may be avoided.

Note:

Filled in price bids/copies of the uploaded price bids must not be submitted in hard form. Submission of the same in hard form will liable the tender for rejection.

4. DEAD LINE FOR SUBMISSION OF BIDS

- Soft copy of the bid shall be uploaded through the portal www.tenderwizard.com/OREDA on or before the last date and time specified for online submission of the bids.

DD towards Tender cost, DD towards EMD, tender processing fee acknowledgement & a set of hard copies of all uploaded documents must be

received by OREDA at the address specified not later than the time and date stated in the tender notification.

- In the event of the specified date for the submission of bids being declared a holiday for OREDA, the bids will be received on the next working day as per the time indicated in tender notification.
- OREDA may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with Instruction to Bidders for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

5. LATE BIDS

- Soft copy of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., EMD, tender cost & any other document) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., EMD, tender cost.)] shall be returned unopened to the bidder.
- Hard copy of the EMD in shape of DD if received by OREDA after the last date for submission of the bid the same will be considered as late bid even if the bidder has uploaded the soft copy of the bid within the stipulated deadline.
- In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to “Archive” and shall not be considered at all any further.

6. MODIFICATION AND WITHDRAWAL OF BIDS

- Bidder may modify or withdraw their bids through the relevant provisions on the portal www.tenderwizard.com/OREDA up to the due date and time of submission of bid indicated in tender notification
- The Bidders may modify and resubmit their bids as per the provisions given in the portal.
- Bidders may withdraw their bids through the relevant provisions as mentioned in the portal.

7. PROCEDURE FOR OPENING THE BIDS:

- The Technical bid shall be opened at the time & date mentioned in the NIT by OREDA in the presence of bidders, who choose to be present. If necessary, the firms may be called for Technical Presentation the schedule for which will be intimated by OREDA.
- The Price bid shall be opened after evaluation of technical suitability of the offers. The date for opening of Price bid shall be communicated subsequently. The Price Bid of only those bidders shall be opened who qualify in the technical bid.

- If due to any reason the due date is declared as a holiday the bid will be opened on next working day at the same time.
- Tender Opening event can be viewed online.
- Competitors bid sheets can also be viewed by all participating bidders.

8. SELECTION OF VENDORS:

- Following opening of the price bids of technically qualified vendors in each of the three category, the same will be evaluated by the designated purchase committee and the qualified vendors will be arranged in order of their quoted price for the complete work as L1, L2, L3..... Ln for each category.

9. COMMERCIAL TERMS & CONDITIONS:

A. Rate :

The offer should indicate the unit cost of the system, supply charges, AMC Charges and taxes & duties separately. The unit cost must be inclusive of packing, forwarding, loading & unloading charges, cost of insurance and transportation FOR destination where the E-Rickshaw/E-Cart will be operational as per the work order.

B. Tax & Duties etc.:

All Taxes and duties as prescribed under Government rules would be applicable.

C. Earnest Money Deposit:

- E.M.D. would be refunded to the unsuccessful Bidders after finalization of the tender without any interest.
- E. M. D. would be returned to the successful bidder after issue of letter accepting bid/Work order.
- E. M. D. would be forfeited in case of non- compliance of the purchase order by the successful bidder.

D. Allocation of Work:

- Under normal circumstances, the work will be allotted to the L1 bidder selected through techno-commercial bidding process.
- Depending on the tender result/outcome/performance/administrative exigencies, Chief Executive, OREDA will be at liberty to cancel/modify/revise the work order of any selected vendors.
- **All supply / installation orders shall be placed with the state local registered office of the qualified vendors only.**
- The allotment of the area / districts will be the discretion of OREDA.
- However, while allocating the work / care will be taken to allot contiguous patches to bidders so that subsequent maintenance etc will be easier.
- The details of delivery like place/beneficiary details will be communicated along with the LOI/Work order copy. The onsite delivery of these systems has to be ensured by the bidder.

ISSUE OF LETTER OF INTENTS (LOI)

- Allocation of work will be done through specific work orders issued in the name of the select bidders.
- Prior to issue of work orders a Letter of Intent will be issued to the selected bidders detailing out the quantity and scope of the works, locations of works, Bank Guarantees and documents to be submitted before issue of work orders, other deliverables, etc.

10. ACCEPTANCE/REJECTION:

OREDA reserves the right to accept / reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase orders. Tender will be summarily rejected if:

- i) EMD is not deposited either in shape of Bank Draft in favor of OREDA payable at Bhubaneswar or in Bank Guarantee (BG). This shall not apply to those who are eligible for exemption from depositing EMD under NSIC etc. subject to submission of such exemption certificates.

Note: EMD against previous Tenders, if any, will not be adjusted towards EMD against this Tender.

- ii) Submission of incomplete technical and /or financial bid sheets.
- iii) Non submission of any of the documents (both soft and hard) as asked for in the tender document.
- iv) Submission of Late bids.

11. VALIDITY OF OFFER:

- The offer must be kept valid for a period of Two year from the date of opening of the technical bid or till the completion of the project whichever is later. No escalation clause except the admissible tax component under the period of consideration would be accepted.

12. WARRANTY:

- The complete system should be warranted against any manufacturing defect or bad workmanship at least for a period of 5 (five) years from the date of commissioning of the systems.
- Major system and sub-component required for each three category must be warranted against any manufacturing defect of bad workmanship for a period of 5 years.
- Maintenance and repair of the Rickshaw/Carts to be done on beneficiary location during the comprehensive warranty period including the cost of all spares.

- Warranty certificate to the above effect must be furnished along with the commissioning reports. Any defect noticed during warranty period should be rectified / replaced by the supplier free of cost upon due intimation by OREDA.

13. PENALTY AND TERMINATION OF CONTRACT:

- All components shall be supplied within the scheduled time. If the bidder fails to adhere to the schedule, OREDA shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damages a sum equivalent to 1% of the delivery price of the delayed goods or unperformed services for each week of delay until actual delivery or installation/commissioning up to a maximum deduction of 5% of the contract price for delayed goods or installation and commissioning. Once the maximum is reached (i.e 5 weeks of delay) OREDA may consider termination of the contract and forfeit the security deposit without prejudice to the other remedies of the contract.
- However, Chief Executive, OREDA may at own discretion allow reasonable time extension upon written application of the supplying firm. If the delay is considered intentional or due to the negligence of the vendor, no extension can be allowed with imposition of penalty. If the delay is considered to be genuine time extension can be allowed without imposition of penalty.

14. FORCE MAJEURE:

- The supplier of the system shall not be charged with liquidated damages nor shall his security for performance be forfeited when failure of the supplier in making delivery is due to any event beyond the control of the supplier and could not have been foreseen, prevented or avoided by a prudent person. These include, but are not restricted to acts of nature, acts of public enemy, acts of Government, fires, floods, epidemics, strikes, freights, embargoes and unusually severe weather.

15. INSPECTION:

- All tests and inspections shall be made at the place of delivery. Officers authorized by OREDA shall be entitled at all reasonable time to inspect and supervise and test during erection and commissioning. Such inspection will not relieve the executing firm of their obligation in the contract.
- OREDA shall have the right to have the tests carried out at its own cost by an independent agency at any point of time.

16. PAYMENT:

- **90 %** of the cost of system along with all applicable tax shall be released upon supplying of the systems at the location specified in the purchase order upon

due verification by authorised officers and submission of following documents

- **Performance report signed by the Assistant Director, OREDA**
 - **Delivery Completion Certificate duly certified by Beneficiary, Representative of OREDA and Dist. Admn./Any other Stakeholder.**
 - **Warranty Certificate**
 - **GPS based photograph with Beneficiary**
 - **Operation and Maintenance manual**
 - **Dos & Don'ts in the form of a booklet**
 - **Proof of conducting training programme**
- Balance **10%** cost will be released after 3 months successful performance

17. EXECUTION:

Execution of work shall be carried out in an approved manner as outlined in the technical specification or where not outlined, in accordance with relevant Indian Standard Specification, to the reasonable satisfaction of the Authorized OREDA Officer. The general schedule of execution will be as follows

- Under normal circumstances all ordered systems must be supplied and commissioned in all respects within 90 days of receipt of firm work order from OREDA.
- Under exceptional circumstances Chief Executive, OREDA may consider to extend the execution period by a maximum of 90 days upon written application of the vendor stating justified reasons for delay which should be supported by the concerned customer and recommended by the concerned AD(T) of OREDA.
- Upon intimation about commissioning of the systems by the executing firm a joint inspection will be carried out by the representatives of the executing firm, OREDA and User organization.
- The issuance of a JCC shall, in no way relieve the executing firm of its responsibility for satisfactory operation of the system.

The bidder must securitize the execution schedule by providing bank guarantee equal to 10% of the ordered value from any nationalized bank with validity of 200 days from the date of issue of the work order. In case of delay beyond the approved period the bank guarantee will be encashed and retained by OREDA. Additionally penalty may be imposed / order may be terminated as per provisions in the tender.

PENALTY AND TERMINATION OF CONTRACT:

- The systems shall be supplied within the scheduled time. If the bidder fails to adhere to the schedule, OREDA shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damages a sum equivalent to 1% of the delivery price of the delayed goods or unperformed services for each week of delay until actual delivery or installation/commissioning up to a maximum deduction of 5% of the contract price for delayed goods or installation and commissioning. Once the maximum is reached (i.e 5 weeks of delay) OREDA may consider termination of the contract and forfeit the security deposit without prejudice to the other remedies of the contract.

18. COMPREHENSIVE MAINTENANCE CONTRACT (CMC):

- Upon selection, the bidder must enter into a Comprehensive Maintenance Contract with OREDA for a period of 5 years from the date of commissioning of each project in the format given at Annexure-5. Willingness to execute such CMC will have to be submitted along with the tender.
- The broad scope of CMC shall cover
 - a. Routine visit to each beneficiary at least once in 3 months.
 - b. Attend maintenance calls given by customer/ escalated by OREDA-CRC within maximum 3 days of receipt of the intimation.
 - c. Repair/Replace defective/malfunctioning spares/components within warranty period.
- Supplier shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of CMC for 5 years. At the end of CMC Period, the Supplier shall stock at least spares required for maintenance for next two years before hand over of the OREDA/Dist. Admn/Any other stakeholder.
- At the time of execution of maintenance contract the bidder shall deposit five numbers of bank guarantees (BG) each of value equal to 2 % of ordered value towards maintenance Performance Guarantee fees with the Chief Executive, OREDA having validity of 1, 2, 3, 4 and 5 years respectively from the date of commissioning of the systems.
- The Performance Bank Guarantees will be returned after completion of 1st, 2nd, 3rd, 4th and 5th year maintenance and submission of reports thereon.
- Annual Maintenance Charges (AMC) will be paid annually upon successful maintenance of the systems and submission all necessary reports thereon.

Note:

Execution of CMC and submission of Performance Bank Guarantees (Format at Annexure-6) are pre conditions for release of 1st payment of 90%.

19. LIMITATION OF LIABILITY:

OREDA, will, in no case be responsible for any accident fatal or non-fatal, caused to any worker or outsider in course of transport or execution of work. All the expenditure including treatment or compensation will be entirely borne by the Executants. The Executants shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.

20. WORK EXECUTION SCHEDULE:

- All ordered systems must be supplied in all respects within 90 days of receipt of firm work order from OREDA.
- Under exceptional circumstances the period of execution can be extended reasonably only upon written request by the vendor.
- Upon intimation about commissioning of the systems by the executing firm a joint inspection will be carried out by the representatives of the executing firm, OREDA and User organization.

The issuance of a JCC shall, in no way relieve the executing firm of it's responsibility for satisfactory operation.

21. DISPUTE:

For adjudication of any dispute between OREDA and the bidders arising in this case, reference can be made to any Law courts under the jurisdiction of Odisha High court only. The Chief Executive, OREDA reserves the right to accept or reject any or all bids without assigning any reason thereof.

Chief Executive

I/We have carefully read and understood the above terms and conditions of the bid and agree to abide by them.

Signature of Bidder with Seal

For any assistant, Contact:

E-Tendering help desk number: 080- 40482000/121/133/140(Bangalore)

OREDA Help Desk- 09776823641/09937140591

Check list of Documents

Sl. No	Particulars	Name of the file uploaded on e-tender portal	Page No. of the hard bound copy
1	Cost of Tender document for Rs.10,500/- (Copy of Bank Draft to be uploaded & enclosed) or exempt as admissible with proof.		
2	Acknowledgement for tender processing fee.		
3	Cost of EMD in shape of Bank Draft/ Bank Guarantee (Copy of DD/BG to be uploaded & enclosed)		
4	Forwarding letter duly signed and stamped by the bidder		
5	Undertaking duly signed and stamped by the bidder.		
6	Certificate of Unconditional Acceptance of all terms and conditions of the tender		
7	Confirmation to Technical Specification		
8	Copy of Board Resolution in the prescribed format (Applicable to Companies only)		
9	Declaration duly signed and stamped by bidder		
10	Letter of Authorization		
11	Willingness to open service centre in the state of Odisha and local registered office for execution of the works		
12	Power of attorney to sign the agreement on behalf of applicant & partnership deed articles, if any		
13	Valid document registering the status of the applicant as manufacturer /systems integrator of the battery operated e-vehicle		
14	Organizational Profile containing the original documents defining the constitution or legal status, place of registration / branches		
15	Copy of GST registration certificate in the name of bidder		
16	Copy of the PAN card in the name of bidder		
17	Copy of Tax return of the bidding company/firm		
18	Turnover certificate over last three years (2016-19) exclusively in the business of battery operated e-vehicle		
19	Audited Balance Sheet in exclusively solar business		
	2016-17		
	2017-18		
	2018-19		
20	Proof of supply of battery operated e-vehicle with Work Completion Report as given format		
21	Performance Report of last 3 years as given format		

Signature of bidder with seal

Technical Specification

The NIT is for procurement of three type of electric vehicle such as:

Category-A : Electric Rickshaw (Four Seater) for Passenger use.

Category-B : Electric Cart with Container.

Category-C : Electric Cart with AC freezer units.

The broad specifications for each category are as follows:

Category-A : Electric Rickshaw (Four Seater) for Passenger use

SI No.	Description	Specifications	Remarks/Reference Standards/Test
1	Type of Electric Rickshaw	Fully Electric, Battery operated motor driven	Four-Seater E- Rickshaw
2	Pedal Assistance	Not required	
3	Reverse Gear	Required	
4	Maximum Speed	25 kmph	To be tested with full load
5	Curb Weight (Weight of the electric Rickshaw including Battery)	230-250 kg	Tentative
6	Loading Capacity (Weight of Four Passengers, The driver and the luggage of 40 kg)	380-400 kg	
7	Laden Weight (curb weight + weight of four passengers , the driver and luggage of 40 kg)	610-650 kg	
8	Range	80 km or more	For a full charge of battery, to be tested with full load at maximum AIS- 040
9	Motor Output Power	48V, 850W or above but not more than 4000W	At full load
10	Motor Type	Brushless DC Motor	
11	Motor Controller	Suitable controller for starting, accelerating, decelerating, driving and stopping the E-Rickshaw/Cart smoothly	
12	Battery Voltage	48 V Nominal	

13	Battery Capacity	100 Ah or more/ or As Approved by ICAT or ARAI	
14	Battery Type	EV grade Lithium Ion battery specially designed for E-Rickshaw/Cart which charging time ranges from 2.5 to 3 hours.	
15	Battery Charger	220/230 V Nominal Input Voltage, High Efficiency	
16	Overall Efficiency of the electric Rickshaw/Cart	75% or more	To be tested at full load with maximum speed for the full range AIS-039
17	Gradeability	3 degree gradient-start & move with a speed of 5 kmph or above 7 degree gradient –ability to start & move.	To be tested at full load procedure as per AIS -003
18	Ground clearance	180 mm or more	IS: 9435
19	Overall size of the E-Rickshaw/Cart	Length <2.8m, Width <1m, Height<1.8m	
20	Windshield	Glass windshield with wiper motor Or As Approved by ICAT/ARAI	Components Compliance to be submitted to testing agency
21	Brakes	Parking& service brakes safe & efficient	Components Compliance to be submitted to testing agency
22	Instrument Panel	Speedometer and battery charge indicator	
23	Roof	Fiber Glass or a combination of fiber glass and good quality metal	
24	Controls	Start/Stop switch and indicators	
25	Tyres	2 -12" minimum or As approved by ICAT/ARAI	
26	Music System	12V/200W with FM and USB	
27	Lighting Package	E-Cart should include head light, tail light, parking light, and LED Decorative Lights for lighting inside the E-Cart which can stay on from evening 5 pm to 10 pm.	

Category-B : Electric Cart with Container

SI No.	Description	Specifications	Remarks/Reference Standards/Test
1	Type of Electric Rickshaw	Fully Electric, Battery operated motor driven	Minimum 640 Kg load
2	Pedal Assistance	Not required	
3	Reverse Gear	Required	
4	Maximum Speed	25 kmph	To be tested with full load
5	Curb Weight (Weight of the electric Rickshaw including Battery)	230-250 kg	Tentative
6	Loading Capacity (Separate Compartment)	310 kg	
7	Laden Weight (curb weight + Loading capacity + weight of the driver)	640-660 kg	
8	Range	80 km or more	For a full charge of battery, to be tested with full load at maximum AIS-040
9	Motor Output Power	48V, 850W or above but not more than 4000W	At full load
10	Motor Type	Brushless DC Motor	
11	Motor Controller	Suitable controller for starting, accelerating, decelerating, driving and stopping the E-Rickshaw/Cart smoothly	
12	Battery Voltage	48 V Nominal	
13	Battery Capacity	100 Ah or more/ or As Approved by ICAT or ARAI	
14	Battery Type	EV grade Lithium Ion battery specially designed for E-Rickshaw/Cart which charging time ranges from 2.5 to 3 hours.	
15	Battery Charger	220/230 V Nominal Input Voltage, High Efficiency	
16	Electric Power Supply Efficiency	95% or more	
17	Mechanical Power Transmission Efficiency	95% or more	

18	Overall Efficiency of the electric Rickshaw/Cart	75% or more	To be tested at full load with maximum speed for the full range AIS-039
19	Gradeability	3 degree gradient-start & move with a speed of 5 kmph or above 7 degree gradient –ability to start & move.	To be tested at full load procedure as per AIS -003
20	Ground clearance	180 mm or more	IS: 9435
21	Overall size of the E-Rickshaw/Cart	Length <2.8m, Width <1m, Height<1.8m	
22	Windshield	Glass windshield with wiper motor Or As Approved by ICAT/ARAI	Components Compliance to be submitted to testing agency
23	Brakes	Parking& service brakes safe & efficient	Components Compliance to be submitted to testing agency
24	Instrument Panel	Speedometer and battery charge indicator	
25	Roof	Fiber Glass or a combination of fiber glass and good quality metal	
26	Controls	Start/Stop switch and indicators	
27	Tyres	2 -12" minimum or As approved by ICAT/ARAI	
28	Music System	12V/200W with FM and USB	
29	Lighting Package	E-Cart should include head light, tail light, parking light, and LED Decorative Lights for lighting inside the E-Cart which can stay on from evening 5 pm to 10 pm.	
30	Carrier Dimensions	Length 1.5m, Width 1m, Height 1m	

Category-C : Electric Cart with AC freezer units

AC freezer units like Deep Freezer and Bottle Chiller will be mounted on the Electric Cart.

SI No.	Description	Specifications	Remarks/Reference Standards/Test
1	Type of Electric Rickshaw	Fully Electric, Battery operated motor driven	Minimum 750 Kg load
2	Pedal Assistance	Not required	
3	Reverse Gear	Required	

4	Maximum Speed	25 kmph	To be tested with full load
5	Curb Weight (Weight of the electric Rickshaw including Battery)	350-450 kg	Tentative
6	Net Load Capacity	300-400 kg	
7	Laden Weight (curb weight + Loading capacity + weight of the driver)	750-950 kg	
8	Range	80 km or more	For a full charge of battery, to be tested with full load at maximum AIS- 040
9	Motor Output Power	48V, 850W or above but not more than 4000W	At full load
10	Motor Type	Brushless DC Motor	
11	Motor Controller	Suitable controller for starting, accelerating, decelerating, driving and stopping the E- Rickshaw/Cart smoothly	
12	Battery Voltage	48 V Nominal	
13	Battery Capacity	100 Ah or more/ or As Approved by ICAT or ARAI	
14	Battery Type	EV grade Lithium Ion battery specially designed for E- Rickshaw/Cart which charging time ranges from 2.5 to 3 hours.	
15	Battery Charger	220/230 V Nominal Input Voltage, High Efficiency	
16	Electric Power Supply Efficiency	95% or more	
17	Mechanical Power Transmission Efficiency	95% or more	
18	Overall Efficiency of the electric Rickshaw/Cart	75% or more	To be tested at full load with maximum speed for the full range AIS-039
19	Gradeability	3 degree gradient-start & move with a speed of 5 kmph or above 7 degree gradient –ability to start & move.	To be tested at full load procedure as per AIS -003
20	Ground clearance	180 mm or more	IS: 9435

21	Overall size of the E-Rickshaw/ Cart	Length <2.8m, Width <1m, Height<1.8m	
22	Windshield	Glass windshield with wiper motor Or As Approved by ICAT/ARAI	Components Compliance to be submitted to testing agency
23	Brakes	Parking& service brakes safe & efficient	Components Compliance to be submitted to testing agency
24	Instrument Panel	Speedometer and battery charge indicator	
25	Roof	Fiber Glass or a combination of fiber glass and good quality metal	
26	Controls	Start/Stop switch and indicators	
27	Tyres	2 -12" minimum or As approved by ICAT/ARAI	
28	Music System	12V/200W with FM and USB	
29	Lighting Package	E-Cart should include head light, tail light, parking light, and LED Decorative Lights for lighting inside the E-Cart which can stay on from evening 5 pm to 10 pm.	
30	Deep freezer type and capacity	Top Vending Transparent sliding door, Net 150-200 Litres, capable of enduring movements with E-Cart and still sustain the desired temperature	
31	Deep freezer capability (temp & duration)	less than - 18° C to - 25° C for 10-12 hours	
32	Bottle chiller type and capacity	Top Vending Transparent sliding door, Net 150-200 Litres, capable of enduring movements with E-Cart and still sustain the desired temperature	
33	Bottle chiller capability (temp & duration)	Less than 0 C to plus 5 C for 10-12 hours	

Fitness, Compliance & Test Certificates to be submitted for the E-Rickshaw/Cart

- Fitness/Compliance Test as per the Ministry of Road Transport and Highways GSR No. 709 (E) dated 8 October 2014.

- Compliance Certificate for the following test to be carried out as per the Safety Standards for E-Rickshaw/E-Carts as per the Ministry of Road Transport and Highways Notification No. S.O. 2590 (E) dated 8 October 2014.

Sl.No.	Parts/Components/Assemblies	Test Standards
1	Automotive lamps used in motor vehicles for the following applications:	AIS – 034/2004
	Head Lights Main and Dip Parking Light	
	Direction Indicator Lamp	
	Tail Lamp	
	Reversing Lamp	
2	Wheel rims	AIS – 073/2007
3	(a) Installation requirement for lighting, light signalling devices	AIS – 0009/2001
	(b) Performance for requirement of lighting , light signalling devices	AIS – 012/2004 AIS – 010/2004
4	The requirements for construction and functional safety of battery operated vehicles	AIS – 038/2003
5	The measurement of net power and the maximum thirty minute power and speed for battery operated vehicles	AIS – 041/2003
6	Traction batteries used in battery operated Vehicles	AIS – 048/2009
7	Requirement of handholds	AIS – 046/2009
Compliance/Test Certificates for the following Additional Tests to be Carried Out for the E – Rickshaw/E-Cart:		
8	Range	AIS-040
9	Overall Efficiency	AIS-039
10	Gradeability	Procedure as per AIS 003
11	Ground Clearance	IS – 9435

* The bidder should have test certificate against all the above compliances for the base model.

Annexure & Sample Formats

Forwarding Letter

(To be submitted in the letter head of the applicant)

To,

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
S.59. MIE, Bhubaneswar -751010
Odisha.

Sub: Design, Supply and Maintenance for a period of 5 years of Electric Rickshaw, Electric Cart for different applications

Sir/Madam,

Having studied the bid document carefully I/we, the undersigned, offer to submit our bid for _____ as per the technical specification.

I/We have also read the various provisions therein and confirm that the same are acceptable to us. We further declare that any additional conditions, variations, deviations, if any, shall not be given effect to. We further understand that **any deficiency / illegibility in documents shall make our application liable for rejection.**

I/we submit our application understanding fully well that

- (a) The documents submitted along with our application are subject to verification by appropriate authorities.
- (b) OREDA reserves the right to accept or reject any application or the empanelment process itself without assigning any reasons thereof and shall not be held liable for any such action.
- (c) Any genuine changes made by OREDA in the interest of the work with respect to the technical requirement during the course of project implementation will be acceptable.
- (d) All acts, rules, regulations, norms and conditions of Govt of India and Govt of Odisha shall be applicable during the process of empanelment as well as during the period of execution of project.

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.

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.

Yours faithfully,

Signature of bidder with seal

UNDERTAKING BY THE BIDDER

I/we here by undertake that

1. We have thoroughly read and examined the notice inviting tender and the tender document along with all its schedules, annexure etc.
2. The rates quoted by us are firm and final and are meant for execution of the allotted supply / installation within the time frame stipulated in the tender/supply / installation order.
3. All terms and conditions of the tender including the rates quoted by us shall remain valid for a period of min one year from the date of opening of the technical bids.
4. In case our tender is incomplete in any respect or we violate any of the prescriptions given in the tender for submission of the same OREDA shall , without prejudice to any other right or remedy , be at liberty to forfeit the earnest money deposited by us.
5. In case of award of supply / installation in our favour OREDA shall have the right to convert the EMD deposited by us in to full or part (as the case may be) of the security deposit to be deposited by us against award of the supply / installation.
6. In case we fail to commence or complete the supply / installation as per the time schedules or fail to fulfill any of the terms and conditions given in the tender OREDA shall , without prejudice to any other right or remedy , be at liberty to forfeit the security deposit made by us against the award of the supply / installation.
7. I/We hereby declare that I/We shall treat the tender documents, specifications and other records connected with the supply / installation as secret/confidential and shall not communicate information derived there-from to any person other than a person to whom I/We have authorized to communicate the same or use the information in any manner prejudiced to the safety of OREDA/the State Govt.
8. I/We shall abide by all the laws prevailing at the time of the execution of the supply / installation and shall be responsible for making payments of all the taxes, duties, levies and other Govt. dues etc. to the appropriate Govt. departments.
9. The entire tender document has been discussed in the Board meeting and a resolution has been concurred for participation in the tender (copy enclosed as given format)
10. We are not blacklisted / debarred / defaulted in any manner by any Central / State Government / Public Sector Undertaking in India.
11. In case any false documents submitted and found any time in future the firms shall be liable to be proceeded against as per prevailing laws.
12. Our state commercial tax / TIN registration no. is _____ and
GST registration No. _____.
The PAN No. under the Income Tax Act is _____ and
Service Tax Registration No. is _____.
13. I/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.

Signature of bidder with stamp & date

Letter of Authorization

(To be submitted in the letter head of the bidder)

To,

Chief Executive
Odisha Renewable Energy Development Agency
S-59, MIE, Bhubaneswar-751010
Odisha

Sub: Submission of tender for Design, Supply and Maintenance for a period of 5 years of Electric Rickshaw, Electric Cart for different applications.

Ref: Tender Call **Notice No.** -----/ **OREDA, dtd** -----.

Sir,

I/we hereby authorise Ms. /Mr. _____, Designationof our company to sign all relevant documents on behalf of the company/firm in dealing with the above tender. She / He is also authorized to attend all meetings and submit technical and commercial information as may be required by OREDA in the course of processing of the tender.

We further authorise Ms. /Mr. _____ designation..... of our company to make technical presentation on behalf of the company.

Signature of the authorise persons

1. _____
2.

Signature attested

Name and designation of the attesting officer with stamp.

Yours faithfully

Head of the organization

DECLARATION

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

To,

The Chief Executive,
Odisha Renewable Energy Development Agency,
S-59, MIE, Bhubaneswar 751 010,
Odisha.

Sub: Design, Supply and Maintenance for a period of 5 years of Electric Vehicle with Freezer Units and for Passenger use.

Ref:- Tender call Notice No. /OREDA, dt.

Sir,

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

- a) The entire tender document has been discussed in the Board meeting and a resolution has been passed for participation in the tender (copy enclosed as given format)
- b) We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this tender
- c) We are not blacklisted / defaulted in any manner by any Central / State Government / Public Sector Undertaking in India.
- d) In case any false documents submitted and found in future the firms shall be liable to be proceeded against as per prevailing laws.

Yours faithfully,

Authorised signatory

(Stamp).

Certificate of Unconditional Acceptance of the tender

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

We _____
____ a prospective bidders for the work of **“Design, Supply and Maintenance for a period of 5 years of Electric Rickshaw, Electric Cart for different applications”** here by certify that we have carefully studied and understood the contents of the entire bid document comprising of pages hoisted on the website of OREDA as well as tenderwizard.com/OREDA on Dtd. having NIT No. dated and hereby confirm our unconditional acceptance to each and every line of the said bid document.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Confirmation to Technical Specifications

**(To be submitted on the letter head of the
company)**

Certified that we have carefully read and understood the technical specifications of the products and services to be provided under this tender and we hereby confirm our total adherence to the given technical specifications. The test certificates provided by us also base on the same technical specifications/ parameters.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Format of Work Completion Report

(Each work order will have a separate Work Completion Report)

Sl. No.	Particulars	Details to be filled-up
1	Work Order reference	
2	Customer's Name & Contact Details	
3	No. of Electric Vehicle supplied	
4	Date of Commissioning of the Project	
5	Joint commissioning certificate duly signed by customer & the applicant	
6	Photograph of the project with the customer in the inset.	

Signature of bidder with stamp & date

Model Bank Guarantee format for Furnishing EMD

Whereas (herein after called "tenderer") has submitted their offer dated for the -----
----- (herein after called "tenderer") against the purchaser's tender enquiry No.

KNOW ALL MEN by this present that we of having registered office at are bound onto (herein after called "Purchaser") in the sum of for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by this presents.

Sealed with the

Common Seal of the said Bank thisday of 20.....

THE CONDITIONS OF THIS OBLIGATIONS ARE

- 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity;-
 - a. If the tenderer fails to furnished the performance security for the due performance of the contract.
 - b. Fails or refuses to accept / execute the contract.

We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

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

.....
Signature if the authorized officer of the bank

.....
Name and Designation of the officer

.....
Seal, Name and address of the Bank and the Branch

* Preferably at the head quarter of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarter or the state headquarter.

BOARD RESOLUTION

(To be submitted on pre-printed Corporate Letter Head)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S.....

HAVING ITS REGISTERED OFFICE AT..... HELD ON DD/MM/YY AT.... HRS

Resolved that the company/firm do agree to participate in the tender invited by OREDA vide Notice No Dtd..... for Design, Supply and Maintenance for a period of 5 years of Electric Vehicle with Freezer Units and for Passenger use as per the technical specification and description given in the tender document.

RESOLVED FURTHER THAT, the company/firm does agree to unconditionally accept all terms and conditions mentioned in the aforementioned tender document.

RESOLVED FURTHER THAT, subject to eligibility, the company/firm agree to open an effective service center in the state of Odisha, preferably in the vicinity of projects so as to cater regular maintenance services to the customers of the company/firm.

RESOLVED FURTHER THAT, Ms/Mr Director and/or Ms/Mr..... authorized signatory of the company 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 assignment

AND RESOLVED FURTHER THAT, the common seal of the company is affixed, wherever necessary, in the presence of any Director of the company who shall sign the same as token of the presence.

For

Chairman/Company Secretary

Name of the Authorized person

Specimen Signature of Authorized person

The above signature to be attested by the person signing the resolution

Format of Performance for last 3 years
(To be submitted on letter head of company)

Sl. No	Particulars	Details to be filled up
1	Name of the bidder and contact details	
2	Status of bidder (Manufacturer/System integrator)	
3	Production/Integrating capacity per annum	
4	Total amount of battery operated electric vehicle supplied in 3 years (2016-19)	
5	Annual Turnover over last 3 years (2016-19)	
6	No. of employee currently working	
7	Awards/Honours received	

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

SAMPLE FORMAT FOR C.M.C

(Subject to modification as per suitability of system and project requirement)

Comprehensive Maintenance Contract (CMC) for maintenance of SPV power plant supplied and install by M/S
for five years.

This Comprehensive Maintenance Contract (CMC) is executed between the Orissa Renewable Energy Development Agency (OREDA) , S-3-59, Mancheswar Industrial Estate, Bhubaneswar-10, represented by its Deputy Director (Tech), Project Division herein after called as 1st. party and M/S
herein after called as 2nd party, for maintenance of sets offor a period of five years with effect from AD, supplied, installed and commissioned vide purchase order No Dated in village blocks of Districts.

The 2nd party will maintain these Systems as per the terms and conditions mentioned here under.

1. It has been envisaged in the purchase order No/ OREDA dated under clause No that these No/sets of shall be warranted against any manufacturing defect and bad workmanship at least for a period of 5 years for the supplied system from the date of commissioning . As these systems have been commissioned and handed over to the 1st party through its Assistant Director (Tech) / authorized OREDA official at DRDA During all these systems , as such are covered under warranty period up to, and respectively. Hence, the 2nd party is fully responsible for their trouble free maintenance and the 2nd party is liable to rectify / remove any defect noticed within the aforesaid period free of cost.

2. The 2nd party will impart training to the beneficiary to be able to provide first aid repair service for the supplied systems.

3. The 2nd party will ensure a formal training of such beneficiary at a cluster level of villages in consultation with the 1st party.

4. An amount of 10% of the ordered value shall be kept as fees towards Performance guarantee for a period of 5 years of warranty & maintenance. After expiry of the successful and satisfactory maintenance period of 5 years which remains valid up to AD , the security deposit / PGF shall be returned to the 2nd party thereafter only.

5. The CMC includes repair/ replacement of all spares and consumable during the maintenance period.

6. The 2nd party will setup a state level office at Bhubaneswar duly headed by a Service Engineer.

7. The 2nd party shall undertake the periodical maintenance work of these sets prescribed formats attached herewith (Format I) on the 10th of every succeeding quarter duly countersigned by the concerned Assistant Director (Tech), / Authorized Officer, R.E. Cell , DRDA

8. The 2nd party should be in readiness to attend to the defects of any system (out of these Sets), as and when required by the beneficiary/ 1st party and ensure rectification of defects and restore functionality within seven days of lodging the complaints. The 2nd party shall furnish the

status report after the maintenance work are over, which shall invariably bear the signature of the beneficiaries as per the format annexed herewith (format- II).

9. The 2nd party shall appraise the 1st party about the requirements and supply of spares during warranty as well as CMC period.

10. The 2nd party will ensure to submit quarterly reports of visits made by their representatives to the completed villages every three months during the warranty and CMC period.

11. The 1st party in consultation and cost sharing with the 2nd party will maintain a central complaint cell at Bhubaneswar along with adequate stock of spare parts as a backup.

12. Separate bills/ invoices in triplicate enclosing the prescribed formats duly filled in (Format-I and II) are to be submitted by the 2nd party to 1st party for effecting payment after end of the each year from the date of maintenance of the systems.

13. Certificates in support of successful maintenance of the system(s) shall be obtained from the users which should be countersigned by the Assistant Director (Tech), / Authorised Officer, RE Cell , DRDA In token of verification of maintenance done.

14. It will be the liberty of the 1st party to cross check the systems maintained by the 2nd party. Random verification of the maintenance may be carried out by the 1st party wherever necessary.

15. The 2nd party may continue to maintain the gadgets after expiry of the maintenance period of 10 years , provided the beneficiaries/ 1st party desires.

16. For adjudication of any dispute between the two parties arising on execution of this CMC , the matter shall first be brought to the notice of Chief Executive, OREDA.

17. 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 only. The Annual Maintenance contract is signed jointly between the two parties today i.e on dated day of 2016 and shall come into force from the date of its signature(s).

For and on behalf of Odisha Renewable Energy Development Agency,
Bhubaneswar

For and on behalf of M/S

(1stParty)

(2ndparty)with Seal

Model Bank Guarantee Format for Performance Security

Annexure-II of Finance Department Office Memorandum 4939 dtd 13.2.12, Govt of Odisha
[Ref Para 22(i1)] To

WHEREAS----- (name and address of
the supplier) (hereinafter called "the supplier") has undertaken. in pursuance of contract
no----

----- dated----- to supply -----(description
of goods and services) (herein after called "the contract")'

AND WHEREAS it has been -stipulated by you in the said contract that the supplier shall
furnish you with a bank guarantee by a scheduled commercial bank recognized by you for
the sum specified therein, as security for compliance with its obligations in accordance with
the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we, are guarantors and responsible to you on
behalf of the supplier. up to a total of ----- .(Amount of the guarantee in words and
figures).and we undertake to pay you. Upon your first written demand declaring the
supplier to be in default under the contract and without cavil or argument, any sum or
sums within the limits of (amount of guarantee)as aforesaid. without your needing to prove
or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your- demanding the said debt from the supplier before
presenting us with the demand.

We further agree that no change or addition to or other 'modification of the terms of the
contract to be performed there under or of any of the contract documents --which may be
made between you and the supplier shall in any way release us from any liability under this
guarantee and we hereby waive notice of any such change. Addition or modification.

This guarantee shall be valid until the day of-----20----- .

Our branch at * (Name & Address of the * branch) is liable to pay the guaranteed amount
depending on the filing of claim and any part thereof under this Bank Guarantee only and
only if you serve upon us at our----- * branch a written claim or demand and received
by us at our * branch on or before Dt.-----otherwise bank shall be discharged of all
liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

Name and designation of the officerSeal.

Name & address of the Bank and address of the Branch

Sample Price Bid Format for Category-A

Sl No	Particulars	Price in INR
1	Design, Supply of Electric Rickshaw as per the technical specification given in the tender	
2	GST@5% levied on Sl. No-1	
3	Sub Total (1 +2)	
4	CMC for 5 years from the date of Commissioning	
	1 st year	
	2 nd year	
	3 rd year	
	4 th year	
	5 th year	
	Total CMC Cost	
5	<u>GST@18% levied on Sl. No-4</u>	
6	Sub Total (4+5)	
7	Grand Total (3+6)	

List of Spares/ Consumable and their price

SN	Name of Spare Part/ Consumable	Unit Price	Total Price

List of Repair and Servicing work and their price

SN	Name of the Repair/ Service	Brief Description of the repair/ servicing that will be done	Price	Time required for undertaking the repair