Sealed EOs are invited from manufacturers/ their authorized dealers in the country having valid test certificates as per MNRE guideline for supply of family and community type chulah on standard rate contract basis for a period of one year. EOs will be received up to 1 PM of Date_01-06-2018 and the technical bids will be opened on the same day (01-06-2018) at 3.00 PM. For details please visit our web site www.oredaorissa.com.

Bid document for the above work can be available from OREDA, S-3-59, Mancheswar Industrial Estate, Bhubaneswar-10 on all working days in between 11.00 A.M. to 5.00 P.M. till 31-05-2018 on payment of Rs. 10,500/- (Rupees ten thousand five hundred ) only which includes GST @ 5%. Payment can be made in cash at OREDA cash counter or through Account payee Demand Draft in drawn in favour of Chief Executive, OREDA Payable at Bhubaneswar. The bid documents can also be downloaded from OREDA Website. In case of downloaded documents the cost of bid document may be paid in shape of Demand Draft drawn on any nationalized bank in favour of Chief Executive, OREDA payable at Bhubaneswar. The cost of the bid document in shape of Demand Draft has to be submitted along with the technical bid only. Also the bids shall be accompanied with an EMD of Rs 1.00 lakh in shape of demand draft in the above manner and valid GST clearance certificate without which the same shall be liable for rejection. The technical bid will be opened in presence of the bidder or their authorized representatives.

Chief Executive, OREDA reserves the right to accept / reject any or all the bids without assigning any reason thereof.

Sd/-10-05-2018
Chief Executive.

Memo_No_1760(3) Dated_11-05-2018 /
Copy to the Director (Adm) for favour of kind information and necessary action. The EOI call notice may be hosted in the OREDA website for wide publication.

Copy to the Publicity wing/Office Notice Board for information and wide circulation.

Sd/-10-05-2018
Chief Executive.
ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY
S/59, MANCHESWAR INDUSTRIAL ESTATE
BHUBANESWAR-751010, ODISHA

Expression of Interest
For supply of unnatchulah (family and community type) on
Standard Rate Contract basis
in the state of Odisha

EOI Call Notice 1759 /OREDA
Dated-11-05-2018

Tel-06742588260, 2586398, 2585898, 2580554, 2581552,
E-mail: ceoreda@oredaodisha.com
This bid document along with Annexures as per Index is issued to

M/s ______________________
____________________________
____________________________
____________________________

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 within seven 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 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.

OREDA
Tel:(0674)2580554
Fax: (0674) 2586368
Email:ceoreda@oredaorissa.com
Place: Bhubaneswar
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 seven 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 keeping in view the necessity in implementation of the scheme.

4. While the bid 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.
# Index

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Background:

Orissa Renewable Energy Development Agency (OREDA) is the state level nodal Agency under Science & Technology, Dept, Govt of Orissa to implement renewable energy programme/scheme in the state.

OREDA have decided to supply/distribute family and community type chulah in the individual households / institutions (Govt/ Private) in state of Odisha with the financial support of User. In case of availability of subsidy /incentive by state or central Govt the same will be provided to the user/user’s agency.

In the above backdrop, this EOI for Standard Rate Contract for Supply of both type of chulah is being floated with a view to empanel competent vendors for the undertaking the above works at competitive prices.
## Important Dates

<table>
<thead>
<tr>
<th></th>
<th>Important Date and Details</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Uploading of bid documents on website</td>
<td>11-05-2018</td>
</tr>
<tr>
<td>2</td>
<td>Pre-bid meeting</td>
<td>18-05-2018</td>
</tr>
<tr>
<td>3</td>
<td>Uploading of final EOI document/corrigendum</td>
<td>21-05-2018</td>
</tr>
<tr>
<td></td>
<td>Last date &amp; time for submission of bids</td>
<td>01-06-2018 up to 1.00 PM</td>
</tr>
<tr>
<td>4</td>
<td>Date of opening of technical bids</td>
<td>01-06-2018 at 3.00 PM in the conference hall of OREDA</td>
</tr>
<tr>
<td>5</td>
<td>Date of opening of price bid of techno commercially qualified bidders</td>
<td>Will be intimated to the qualified bidders through e-mail and website of OREDA i.e. <a href="http://www.oredaorissa.com">www.oredaorissa.com</a></td>
</tr>
</tbody>
</table>
### Check list of documents to be submitted along with the bid

<table>
<thead>
<tr>
<th>Sl no</th>
<th>Particulars</th>
<th>Complied</th>
<th>Page-no / Flag</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bank draft for Rs. 10,500/- or original money receipt issued by OREDA as proof of purchase of EOI paper or exempt as admissible with proof</td>
<td>Bank No Dt</td>
<td>Envelop</td>
</tr>
<tr>
<td>2</td>
<td>Bank draft for Rs 1.00 lakh towards Earnest Money Deposit or exempt as admissible with proof.</td>
<td>Bank No Dt</td>
<td>Envelop</td>
</tr>
<tr>
<td>3</td>
<td>Forwarding letter duly signed and stamped by the bidder.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Undertaking duly signed and stamped by the bidder.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Document stating the status of the bidder as manufacturer /authorized dealer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Copy of the PAN card of the bidder’s firm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Copy of the TIN card of the bidder’s firm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Copies of Tax returns, GST/ e-filling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Document stating annual turnover in the business duly signed and stamped by a registered chartered accountant on the letter head of the chartered accountant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td><strong>Annual audited balance sheets for 2015-16</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>Annual audited balance sheet for 2016-17</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td><strong>Annual audited balance sheet for 2017-18</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Proof of supply of 1000 or more chulah in Govt / PSU/ individual households in the country . Copy of the supply order .</td>
<td></td>
<td></td>
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<tr>
<td>14</td>
<td><strong>Proof of registration with DIC/ NSIC/ MSME/ EPM for undertaking fabrication work.</strong></td>
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<tr>
<td>15</td>
<td>Valid Test reports as per MNRE guideline.</td>
<td></td>
<td></td>
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<tr>
<td>16</td>
<td><strong>Undertaking for Indigenous of the supplied items</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>All accounting statements with auditor’s note duly signed by a Chartered Accountant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Undertaking to unconditionally accept all terms and conditions of the bid document.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Power of attorney to sign the agreement on behalf of bidders &amp; partnership deed articles, if any.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Filled in bid document duly signed and stamped at the bottom of each page except the price bid format.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Signed Technical bid in sealed envelop</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Price bid in separate single sealed envelope and no other content</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Full Form</td>
<td></td>
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<td>--------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Admn</td>
<td>Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asst</td>
<td>Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DD</td>
<td>Demand Draft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GOI</td>
<td>Government of India</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IS</td>
<td>Indian Standards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MNRE</td>
<td>Ministry of New and Renewable Energy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OREDA</td>
<td>Orissa Renewable Energy Development Agency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SNA</td>
<td>State Nodal Agency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STCC</td>
<td>Sales Tax Clearance Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TIN</td>
<td>Tax Identification Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GST</td>
<td>Goods and Services Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MNRE</td>
<td>Ministry of New &amp; Renewable Energy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EOI</td>
<td>Expression of Interest</td>
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</tbody>
</table>
1. Eligibility Criteria

In order to be eligible to participate in this EOI for rate contract a bidder must have the following eligibility criteria

1. The firm should be device manufacturer/authorized dealer .
2. Must have test certificate as per MNRE guideline.
3. The firm must have a minimum total turnover of thirty lakhs over last three years(2015-16, 2016-17 & 2017-18)
4. The firm must have supplied 1000 MNRE approved model portable chulah.

1.1 General

a. All bidders must have valid VAT/GST clearance certificate issued by appropriate authority as on the date of submission of the bid. Copy of valid VAT/GST clearance certificate must be submitted along with the technical bid.

b. The products must conform to technical requirements/standards for domestic and community type chulah to be deployed under UnnatChulahAbhiyan and the firm must have established necessary quality assurance systems and organization in line with the same.

c. The bidder must be having or willing to open an authorized office in the state of Odisha.

d. The bidders must be having or willing to open properly equipped service centers in the vicinity of their area of operation in the state of Odisha.

2. Scope of the work

Orissa Renewable Energy Development Agency (OREDA) proposes to supply/distribute family type and community type chulah.

Scope of work includes:

1. Supply of family type and community type chulah in the individual households/institution with required specification as per MNRE, GOI guideline.
2. The supplier shall after supply/delivery at site submit details of the same in the format.
3. The materials to be supplied to the respective sites should be as per the specification with at least one year warrantee period on the devices supplied by the firm.
4. The bidders has to identify the prospective customers/beneficiary i.e. marketing has to be done by successful bidder itself and OREDA will also provide the list of beneficiary if available. OREDA will also provide necessary support in identification of beneficiary through paper advertisement, exhibition under IEC activities. The successful bidders has to execute the supply of family type and community type chulah after getting due approval from OREDA. Bidder will reimburse/beneficiary will be entitled to the eligible subsidy amount subject to availability of funds /sanction of MNRE as per the guideline. In such case the bidder/beneficiary should submit
required documents and proof of supply of the chulah. OREDA shall keep 5% of the system cost as processing fees. Besides, OREDA may also place work order with the successful bidder against the deposit work received from user and payment will be made accordingly.

5. Sensitization and awareness generation about the devices.

3. General

Opening of service center/keeping servicing personnel for taking up repair & maintenance of the devices so that the system will give the desired performance with least interruption.

4. Standard performance parameter

The domestic and community chulah (natural draft or forced draft) should meet the following performance parameter

<table>
<thead>
<tr>
<th>Si no</th>
<th>Type of chulah</th>
<th>Standard parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Thermal Efficiency (%)</td>
</tr>
<tr>
<td>1</td>
<td>Natural draft</td>
<td>Not less than 25</td>
</tr>
<tr>
<td>2</td>
<td>Forced draft</td>
<td>Not less than 35</td>
</tr>
</tbody>
</table>

5. Instruction to Bidders

a. Bids must be submitted in English language only.

b. Incomplete, telegraphic or conditional bids shall not be accepted.

c. Prices quoted must be firm and fixed. No price variation / escalation shall be allowed during the validity period of the rate contract..

d. The bidders must sign and stamp at the bottom of each page of the bid documents at the time of submission in token of unconditional acceptance of the departmental terms and conditions, technical specifications etc.

e. Last IT returns Statement /Valid TIN / GST/ Sales tax clearance certificate duly attested must be submitted along with the bid.
f. Deviations in terms and conditions, Specification of material, Inspection clause etc. will not be accepted under normal conditions. However under exceptional situation the same may be considered at the discretion of OREDA.

g. Earnest money as specified in bid may be deposited in shape of Demand Draft drawn in favour of the Chief Executive, OREDA payable at Bhubaneswar from any Nationalized Bank. **Bids without E.M.D will not be accepted.**

h. Bids received late due to postal delay or otherwise **will not be considered.**

i. The bidders are required to furnish their offers in the price bid both in words & figures. In case of corrections ,if any, the original text/numerical must be clearly crossed out and re-written legibly above, below or on the side of the crossed out characters as per availability of space and the authorized person must put his dated initial under such corrections. In case of any conflict between figures and words, the later shall prevail.

j. Canvassing in any manner shall not be entertained and will be viewed seriously leading to rejection of the bid.

k. Certificate to the effect that the systems to be supplied are indigenous & not fully imported must be furnished.

l. All essential supplementing documents should be signed and stamped and in case of need for verification, originals should be produced

m. Copy of Test Reports confirming to MNRE guideline spelt out in the UnnatChulahAbhiyan and submission of technical specification including detailed design and drawing.

n. The bidders must be having / willing to open a local office at Bhubaneswar before commencement of work for close coordination with OREDA and also cluster level service centers at suitable places as will be indicated by OREDA during supply/distribution of the systems.

o. Power of attorney to sign the agreement on behalf of bidders & partnership deed articles, if any, should be enclosed along with original bid documents.

p. Notice inviting EOI, bid documents, prescribed Technical bid, price bid, terms & conditions will form the part of the EOI.

q. All pages of the bid documents must be signed & sealed by the authorized person on behalf of the bidders.
r. Bids will be accepted & will be opened as per information mentioned in the notice-inviting EOI. No receipt against submission of bid shall be issued by OREDA.

s. The last date of receipt of the bid is 01-06-2018 up to 1 P.M. sealed EOI s may only dropped in the specified box kept in the Division -I, OREDA during office hours on working days. Bids received after due date & time will not be considered. The bids of such firms shall only be considered who have purchased the bid documents from the Agency by depositing the prescribed fee of the bid document (Non refundable) / downloaded from the website and submitted along with cost of the EOI paper. 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.

t. The bidder should submit one tested sample of the chulah which will be refunded to the bidder after finalization of EOI.

u. The technical bid shall be opened on 01-06-2018 at 3.00 PM in the OREDA office, Bhubaneswar in presence of such bidders or their authorized representatives, who may like to be present at the time of opening.

v. Submission of bids

The first envelop should be super scribed as “Technical Bid” at the top the envelop and name and address of the bidder should be given at the left hand side bottom of the envelope. The first envelop should be addressed to CE, OREDA shall contain the following:

(i) DD of Rs.10, 500/- forwarding cost of the EOI if the document is downloaded.

(ii) Copy of the money receipt issued by OREDA in case of the document is purchased directly from OREDA.

(iii) Demand draft for Rs.1.00 lakh towards EMD

(iv) Filled in Technical Bid Format

(v) All other documents excepting the Price Bid

The second envelop should be superscribed as “Price Bid” at the top the envelop and name and address of the bidder should be given at the left hand side bottom of the envelope. The second envelop should contain price bid- A. The price bids should be as per the prescribed format. Any condition in regards to financial aspects, payment, terms of rebate etc. beyond the prescribed
financial terms of OREDA will make the EOI invalids. Therefore it is in the interest of the bidder not to write anything extra in the price bids in annexure- A except price. If the bidder intends to submit offer for more than one model then they have to submit price bid for each model separately.

The third Envelop should be superscribed as “Submission of Bid for Supply of family and community chulah in the state of Odisha” at the top the envelop and name and address of the bidder should be given at the left hand side bottom of the envelope. The third envelop should be addressed to CE, OREDA shall contain the First and second envelops only.

Note: All papers that comprise the bid document of the concerned bidder must be numbered at the top right hand corner of each page, properly stitched and hard bound. At the beginning an index of each page should also be provided.

6. Procedure for opening the bids

The procedure of opening of the bid shall be as under

a. First envelope in the ‘TECHNICAL BID” shall be opened at the time & date mentioned in the notice in the EOI by OREDA in the presence of bidders, or their authorised representative.

b. Second envelope “PRICE BID” shall be opened after evaluation of technical suitability of the offers. The date for opening of second envelope (Price bid) shall be communicated subsequently. Second envelope of only those bidders shall be opened who qualify in the technical bid evaluation. If necessary, the firms may be called for Technical Presentation and demonstration of their products as per the time intimated by OREDA. The successful bidder will be decided by the purchase committee /selection committee based on the price quoted in Annexure-A and other credential of the firm.

c. 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 OREDA it will have the right to suitably dispose of the same and forfeit the amount.

d. The supplied materials should strictly comply with the performance parameter as mentioned in the bid; otherwise the material would be liable for rejection.

e. Deviation of any commercial terms and condition and the performance standard shall not be entertained under no circumstances.
f. All the bidders shall essentially indicate the break-up of prices as shown in Price bid.

g. During the warranty period, MNRE/ State Agencies/ Users reserve the right to cross check the performance of the systems with the minimum performance levels specified in the MNRE guideline.

7. **Acceptance/ Rejection of the bid documents**

Chief Executive, OREDA reserves the right to

i) Reject or accept any or all bids without assigning any reason thereof.

ii) To split the quantities against the bid on more than one firm for the same items/ work.

No reason will be assigned by OREDA for this and the same will be binding on the bidders.

8. **Commercial Terms & Conditions**

8.1. **Rate:**

The offer should indicate the unit cost of the system including transportation and taxes & duties. The unit cost must be inclusive of packing, forwarding, loading & unloading charges, taxes & duties, cost of insurance and transportation FOR any destination in the state of Odisha.

8.2. **Sales Tax & Duties etc**

All Taxes and duties as prescribed both under Central and State Government sales tax rules would be applicable.

8.3. **Earnest Money Deposit**

i. Earnest money deposit as specified is required to be deposited along with the bid without which the bid will not be accepted. No interest will be payable for the EMD amount under any circumstances.

ii. Earnest money should be deposited in shape of a Demand Draft in favour of Chief Executive, OREDA from any Nationalized Bank Payable at Bhubaneswar and the proof of deposits should be attached to the bid.

iii. EMD would be refunded to the unsuccessful Bidders after finalization of the bid without any interest.

iv. EMD would be refunded to successful bidder(s) after submission of security deposit as detailed at clause 7.4.

v. EMD would be forfeited if:
a) any bidder withdraws his bid or resiles from his offer during the validity period.
b) The successful bidder fails to furnish his acceptance of the order within 15 days of placement of work order/LOI/LOA.

vi. The bidder fails to successfully supply the devices within the stipulated time. Delay in supply due to extreme and unavoidable situation shall have to get approved by the Chief Executive, OREDA. This approval shall have a cut-off date by which the entire shall have to be completed.

vii. In case of claim for exemption from deposition of Earnest money sufficient proof in support of claim for exemption of EMD as prescribed in Govt. of India Notification is to be attached with the bid.

8.4. Security Deposit

The successful bidder must deposit the Security amount @ 10% of the ordered value with the Chief Executive, OREDA, Bhubaneswar-10 at the time of acceptance of the work order in shape of Bank Guarantee. The Security Deposit will be refunded after successful supply, testing, and handing over the devices to the user.

8.5. Performance Guarantee

Following successful testing, supply and handing over and prior to release of payment the bidder is required to deposit performance guarantee @10% of the ordered value in shape of Bank Guarantee to OREDA from the date of acceptance of the work order or till the completion of respective warranty periods whichever is later. The said deposit would be forfeited, if the systems are not maintained as per the terms of reference of the rate contract. PBG will be refunded after the expiry of the Warranty period (ref. clause 2 of Scope of Work) of the systems, subject to satisfactory performance of the systems.

9. Allocation of work:

All successful bidders conveying their price will be empanelled for one year. User/user’s agency will select the model as per their choice. So on receipt of funds from the user indicating the model and name of the manufacturer work/ supply order for specified number will be placed with the particular supplier/vendor to execute the work.

10. Programme Execution Schedule

i) Delivery of systems at sites: 2 months from the date of issue of the purchase order

iii) Upon intimation about supply of the devices by the executing firm a joint inspection will be carried out by the representatives of the executing firm, OREDA
and the authorised representative of the user organization. Following such inspection a handing over report shall be brought out in the prescribed format, which shall form a part of the documents for release of payments.

iv) The issuance of a handing over report in no way relieves the executing firm of its responsibility for satisfactory functioning of the chulah.

11. **Quantity**

The quantities of Chulah will be subject to the orders placed by various user organizations/individual beneficiary.

12. **Validity of offer**

The offer must be kept valid for a period of one year from the date of opening of the technical bid. No escalation clause except the admissible tax component under the period of consideration would be accepted. The validity can be further extended with mutual consent.

13. **GST**

The bidders must submit attested copy of valid up to date GST clearance certificate along with the bid. The bid would not be considered without this document. The original certificate would be produced at the time of opening of the bid, or, before placement of purchase order, if required.

14. **Warranty**

The chullah should be warranted against any manufacturing defect or bad workmanship for a period of 1 (one) years from the date of supply of the device. Warranty certificate to the above effect must be furnished along with the delivery reports. (Annexure-D)

Any defect noticed during warranty period should be rectified/replaced by the supplier free of cost upon due intimation to the user / OREDA. The warranty period shall be extended by the period during which the systems remain non-operative due to reasons within the control of the executants. Care should be necessarily taken to make the system operational within a week of reporting of defect. If the system is not made operational within fifteen days, OREDA may rectify the same and charge all expenses incurred on the said account to the vendor. Penal action will be taken up against the vendor for the lapses.
15. **Penalty and termination of contract**

The systems shall be supplied within the scheduled time. If the supplier 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 up to a maximum deduction of 10% of the contract price for delayed goods. Once the maximum is reached (i.e 10 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 his own discretion allow reasonable time extension upon written application of the supplying firm. If the delay is considered intentional or due to negligence of the vendor 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.

16. **Force Majeure**

The supplier of the system shall not be charged with liquidated damages nor shall his security for performance is 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 God, acts of public enemy, acts of Government, fires, floods, epidemics, strikes, freights, embargoes and unusually severe weather.

17. **Technical Specification:** - The chulah should be as per technical specification and adhere to the performance parameter as per MNRE norm.

18. **Inspection**

i. All tests and inspections shall be made at the place of delivery unless otherwise specifically agreed upon by the bidder and OREDA at the time of purchase. Authorized OREDA Officer shall be entitled at all reasonable time to inspect and supervise and test during delivery. Such inspection will not relieve the executing firm of their obligation in the contract.

ii. OREDA has the right to have the tests carried out at its own cost by an independent agency at any point of time. Pre-delivery inspection at the factory site if necessary will be carried out by OREDA.
19. Payment

Full payment would be released on actual delivery of the materials along with the bill. The check list of documents to be submitted with the bills for release of payment is annexed at Annexure- B, C and E.

20. 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.

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 Orissa High court only. The Chief Executive, OREDA reserves the right to accept or reject any or all bids without assigning any reason thereof.

Sd/-10-05-2018

Chief Executive

OREDA

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

SIGNATURE OF BIDDER WITH SEAL
Annexure-A

PRICE BID

(Both in figure and word)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Rate per chulah</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply of ------ model chulah at site</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>GST &amp; other tax</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE & SEAL OF BIDDER
<table>
<thead>
<tr>
<th>S/N</th>
<th>Information/document to be submitted</th>
<th>Whether submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Site Details</strong>&lt;br&gt; Name of the location&lt;br&gt; Postal Address&lt;br&gt; Phone No.&lt;br&gt; Fax No.&lt;br&gt; Name of the OIC/Contact Person</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>System details</strong>&lt;br&gt; a.  ---------------Chulah&lt;br&gt; Make-&lt;br&gt; Year of manufacturing&lt;br&gt; Serial Number&lt;br&gt; Copy of the receipted delivery challan</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Warranty/ Guarantee of the device</strong></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Training details</strong>&lt;br&gt; Date of training&lt;br&gt; No. of persons trained&lt;br&gt; Name &amp; designation of the persons</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Service Centre Details</strong>&lt;br&gt; Name /address / contact details of the service centre that will cover the project&lt;br&gt; Name &amp; mobile No. of the person of the service centre in-charge of the project</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>Performance details</strong>&lt;br&gt; (as per enclosed format)</td>
<td></td>
</tr>
</tbody>
</table>
### Annexure C

<table>
<thead>
<tr>
<th>SRI No.</th>
<th>Document to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Devices handing over report (in prescribed format)</td>
</tr>
<tr>
<td>2</td>
<td>Performance Report by OREDA</td>
</tr>
</tbody>
</table>
ANNEXURE-D
ORISSA RENEWABLE ENERGY DEVELOPMENT AGENCY
S-59, MANCHESWAR INDUSTRIAL ESTATE,
BHUBANESWAR-751010

FORMAT FOR WARRANTY CARD

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name &amp; Address of the Manufacturer/authorized dealers of the System</td>
<td></td>
</tr>
<tr>
<td>2. Name &amp; Address of the place</td>
<td></td>
</tr>
<tr>
<td>3. Date of supply of the device</td>
<td></td>
</tr>
<tr>
<td>4 Details of chulah (s) supplied</td>
<td></td>
</tr>
<tr>
<td>5 Make (Name of the manufacturer)</td>
<td></td>
</tr>
<tr>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>Serial No. (s)</td>
<td></td>
</tr>
<tr>
<td>Warranty valid up to</td>
<td></td>
</tr>
<tr>
<td>6 Designation &amp; Address of the person to be contacted for claiming warranty obligations.</td>
<td></td>
</tr>
</tbody>
</table>

(During the warranty period MNRE / OREDA authorized Officer / Users reserves the right to cross check the performance of the system as per the minimum performance levels specified.)

Signature & Stamp

VENDOR

Place:   date:
Annexure- E

Joint inspection cum handing over Report

This is to certify that M/S ------------------ have supplied - _______ nos. domestic/community chulah at under ---------------- block of ______________ district in good condition and as per the specification laid down in the purchase order no- ------------ date- -----------.

1. Place of supply :

2. Block:

3. District:

4. Serial number of -------( family/ community ) chulah

Signature with Seal

Signature with Seal

M/S ------------------

Asst. Director (Tech)
R E Cell, DRDA,

Handed over to the -------------------------------------

Signature of the user/representative of the user's organization with Seal.
Forwarding Letter
(to be submitted in the letter head of the bidder)

To,

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


Sir,

Having studied the EOI document carefully L/we, the undersigned, offer to submit our EOI for the work of Supply of chulah in conformity with the aforementioned EOI document.

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

I/we submit our EOI understanding fully well that

(a) The bid and other documents submitted along with the same will be subject to verification by appropriate authorities.

(b) OREDA reserves the right to accept or reject any application or the bid process itself without assigning nay 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 execution will be acceptable to us.

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 EOI is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Yours faithfully,

Signature of bidder
UNDERTAKING BY THE BIDDER
I/we here by undertake that

1. We have thoroughly read and examined the notice inviting EOI and the EOI 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 work within the time frame stipulated in the EOI/work order.
3. All terms and conditions of the EOI including the rates quoted by us shall remain valid for a period of one year.
4. In case our EOI is incomplete in any respect or we violate any of the prescriptions given in the EOI 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 work 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 work.
6. In case we fail to commence or complete the work as per the time schedules or fail to fulfill any of the terms and conditions given in the EOI 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 work.
7. I/We hereby declare that I/We shall treat the EOI documents, specifications and other records connected with the work 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 work and shall be responsible for making payments of all the taxes, duties, levies and other Govt. dues etc. to the appropriate Govt. departments.
9. Our state commercial tax / TIN registration no. is __________________________ and CST registration No. __________________________.
The PAN No. under the Income Tax Act is __________________________ and Service Tax Registration No. is _____________
10. 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

Dated:
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 EOI for Standard Rate Contract for Supply of ----- chulah in the state of Odisha

Ref: EOI call notice no--1759/OREDA dated- 11-05-.2018.

Sir,

I/we hereby authorize Ms. /Mr. ________________ , Designation ________________________________ of our company to sign all relevant documents on behalf of the company/firm in dealing with the above EOI. 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 EOI.

We further authorize Ms. /Mr. ________________ designation____________________________ of our company to make technical presentation on behalf of the company.

Signature of the authorized persons

1. ______________________

2. ________________________________

Signature attested

Name and designation of the attesting officer with stamp

Yours faithfully

Head of the organization
To,

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

Sub: Submission of EOI for Standard Rate Contract for Supply of -----chulah in the state of Odisha


Sir,

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

a) The entire EOI document has been discussed in the Board meeting and a resolution has been concurred for participation in the EOI (copy enclosed)

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 EOI

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 any time in future the firms shall be liable to be proceeded against as per prevailing laws.

Yours faithfully,

Authorized signatory

(Stamp)