



**ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY**

**BHUBANESWAR**

**BID DOCUMENT**

**DETAILS OF TENDER CALL NOTICE No- 4228 /OREDA DT\_27-10-2018**

**FOR**

Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar Street Lighting systems in the state of Odisha

<b>Date of Hoistingofthebid document on Website</b>	<b>29.10.2018</b>
<b>Date &amp; time of pre-bid meeting at OREDA Conference hall</b>	<b>8.11.2018 at 3.00 PM</b>
<b>Hoisting date of final revised bid document</b>	<b>12.11.2018</b>
<b>Date and time of last submission of online bid document</b>	<b>26-11-2018 up to 1.00 P.M</b>
<b>Date and time of last submission of hard copy of bid document</b>	<b>29-11-2018 up to 1.00 P.M.</b>
<b>Opening of Techno-Commercial bid</b>	<b>29-11--2018 at 3.00 P.M.</b>
<b>Date of opening of the price bid</b>	<b>To be informed to the technically qualified bidders.</b>

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

**Phone: (0674) 2588260, 2586398,2580554, Fax:2586368Website: [www.oredaorissa.com](http://www.oredaorissa.com)**

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## INDEX

<b>SI No</b>	<b>Items</b>	<b>Page No</b>
1	Disclaimer	3
2	Details of Notice inviting e-tender	4
3	Salient Features of the Tender	5
4	Scope of works	6
5	Important Information	6
6	Instruction to Bidders	7
7	Submission of Bids	8
8	Eligibility Criteria	14
9	Acceptance/Rejection of Bid	14
10	Commercial Term & Condition	14
11	Work Execution Scheduled	15
12	Allocation of Supply/installation & execution	16
13	Validity of Offer	16
14	GST	16
15	Warranty	16
16	Penalty & Termination of Contract	17
17	Execution	18
18	Comprehensive maintenance contract	18
19	Payment	18
20	Checklist of the documents to be submitted along with the hard copy of the bid	20
23	Technical specification	22
25	Technical Bid	27
26	Check list for submission of information after supply of System ( Annexure-D )	28
27	Documents to be submitted after supply( Annexure-E )	29
28	Format for Warranty card (Annexure-F )	30
29	Installation report ( Annexure-D-I )	31
30	JCC ( Annexure-H )	32
31	Repair & maintenance ( Annexure-N )	33
32	Model BG ( Annexure—B )	34
33	Sample Format for CMC ( Annexure-C )	36
34	Forwarding Letter (Annexure—I )	38
35	Undertaking (Annexure-K )	39
36	Letter of Authorisation ( Annexure-L)	41
37	Declaration ( Annexure-M )	42
38	Site list ( Annexure-A)	43

## 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 keeping in view the necessity in implementation of the scheme.
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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**DETAIL OF NOTICE INVITING TENDER**

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY invites e-tenders for Supply, installation; commissioning and maintenance of 15000 LED based SPV street lighting in the state of Odisha as per the technical specification and description given in the tender document.

Particulars	Earnest Money Deposit	Tender processing fee Non refundable including tax	Non refundable Cost of Bid document including tax
1. 15000 LED based SPV Street Lighting system ( 15watt )	Rs 35.00 lakhs	Rs.5,900/-	Rs 10,500/-

Interested bidder's may visit OREDA's website [www.oredaorissa.com](http://www.oredaorissa.com) and [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) for details enquiry. **The bidders can view the tender documents from [www.oredaorissa.com](http://www.oredaorissa.com) website free of cost.**

1.

(i) The bidders who want to submit bid shall have to pay the **tender cost** for the package (As mentioned in TENDER SCHEDULE, non-refundable which is inclusive VAT @ 5%), in the form of **Demand draft** only, drawn in **favour of Chief Executive, OREDA payable at Bhubaneswar.**

(ii) The bidders shall have to submit the non-refundable tender processing fee (As mentioned in TENDER SCHEDULE, *which is inclusive of service tax @ 18%*) in the form of e-payment mode

( **NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.** ) (iii) The bidders shall have to scan the Demand Draft / Bank guarantee towards **EMD**,

**Tender Cost , signed copy of tender document (all pages)** as a token of acceptance and **other additional documents** against the tender and upload the same in the prescribed form in .pdf or .jpg format in addition to sending the original as stated below.

(iv) The prospective bidders are advised to register their user ID, Password, company ID from website [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) by clicking on hyper link “**Register Me**”.

(v) Any clarifications regarding the scope of work and technical features of the project can be had from the undersigned during office hours

**NB:-**All subsequent addendum/Corrigendum to the tender shall be hoisted in OREDA’s official web site [www.oredaorissa.com](http://www.oredaorissa.com) and [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) only.

**SALIENT FEATURES OF THE TENDERS**

SL. NO.	DESCRIPTION	SCHEDULE
1.	Tender Notice No.	4228/OREDA/Dated-27.10.2018
2	Tender For	Supply, Installation, Commissioning and Maintenance for a period of 5 years of SPV Street Lighting system in Keonjhar district.
3	Cost of Tender document	To be paid in shape of DD, in favour of “Chief Executive, OREDA payable at Bhubaneswar
4	Estimated Cost of Tender	Rs 35crores
5	Bid security in INR (EMD)	To be paid in shape of DD, in favour of “Chief Executive, OREDA payable at Bhubaneswar
6	Tender processing fee	To be paid through <b>e-payment mode only</b> , as per tender notice.  <i>(Payment can be made to K.S.E.D.C.Ltd, Bangalore on e-payment mode. NOTE: For tender processing fee the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).</i>

## 1. SCOPE OF WORKS

- The broad scope of the work includes supply, installation, testing, commissioning & 5 years of maintenance and warrantee of 15000 SPV 15 Watt LED based Street Lighting system in Keonjhar district of the state. **Tentative block wise number of system to be installed is reflected in Annexure-A. Detailed village wise list with number of system to be installed will be provided at time of placement of work order.**
- Supply of the complete systems, including all necessary components, sub-components, spares, tools, tackles etc. as per technical specifications given in this document including packing, forwarding, safe storage, handling, commissioning, trial and performance testing and handing over, insurance coverage, operation & maintenance with 5 years warranty including CMC (Annexure-C) for corresponding period.
- Submission of all details of the installed systems in the formats to be provided at the time of issue of purchase order. The details will also include Photographic proof of delivery of the system to the genuine beneficiary.
- Execution of Comprehensive Maintenance Contract (CMC) of the complete system for five years warranty period. The date of commencement of CMC shall be reckoned from the date of commissioning of the system.
- Open a service centre at Keonjhar so as to deliver uninterrupted and sustainable maintenance services. The center will give the desired performance with least interruption.
- Submission of quarterly performance reports and other information as per the MIS prescribed by OREDA
- Adequate training has to be provided to the persons to be designated by OREDA in day to day maintenance and upkeep of the installed system. The bidder must also provide a detailed operation and maintenance manual specific to the installed systems.

## 2. IMPORTANT INFORMATION:

- The bids are to be submitted online only.
- Interested bidders may visit OREDA's website [www.oredaorissa.com](http://www.oredaorissa.com) or [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) for details. **Tender documents can be viewed free of cost.**
- Bidders who want to submit bid shall have to pay the **tender cost** as 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 VAT @ 5% and is non refundable.
- The bidders shall have to submit the non-refundable tender processing fee as mentioned in TENDER SCHEDULE, in e-payment mode only. The processing is inclusive of service **tax @18%**.

**NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).**

- The bidders shall have to scan the Demand Draft towards **EMD, Tender Cost** ,**signed copy of tender document (signed on all pages)** as token of unconditional acceptance of all terms and conditions of the tender and all **other documents as required in the tender** and upload the same in the prescribed form in .pdf or .jpg format in addition to sending the originals.
- The bidders are advised to register their user ID, Password, company ID on website [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) by clicking on hyper link “**Register Me**”.
- Any clarifications regarding the scope of work and technical features of the project can be had from the undersigned during office hours
- **NB:-**All subsequent addendum/Corrigendum to the tender shall be hoisted in OREDA’s official web site [www.oredaorissa.com](http://www.oredaorissa.com) and [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) only.

### **3. INSTRUCTIONS TO BIDDERS:**

- Valid TIN / VAT/ GST clearance certificate duly attested must be submitted along with the bid.
- Deviations in terms and conditions, Specification of material, Inspection clause etc. will not be accepted under any condition.
- The bidders should furnish the information on all past supplies and satisfactory performance.
- The bidder shall submit copies of documents defining the constitution or legal status, place of registration and principle place of business of company or firm or partnership.
- The bidder shall furnish a brief write up backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the systems, equipment’s within the specified time of completion after meeting all their commitments.
- The bidders shall submit reports on financial standing of the bidder such as audited profit and loss statements, balance sheets and auditor’s reports for the past. All accounting statements submitted should be duly audited and with proper auditor’s note on accounts and accounting standards.
- 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 or Bank Gurarantee from any nationalized Bank.
- **Bids without E.M.D will not be accepted (EMD is exempted for companies/firms registered under NSIC or local MSME).**

- Hard copies of the bids received late due to postal delay or otherwise **will not be considered.**
- Since timely execution of works is of paramount importance, requests for extension of time shall not be ordinarily entertained.
- Canvassing in any manner shall not be entertained and will be viewed seriously leading to rejection of the bid.
- Certificate to the effect that the systems to be supplied are indigenous & not fully imported must be furnished.
- Power of attorney to sign the agreement on behalf of bidders & partnership deed articles, if any, should be enclosed along with original bid documents.
- Notice inviting tender, bid documents, prescribed Technical bid, price bid, terms & conditions will form the part of the tender.
- Bids will be accepted & will be opened as per information mentioned in the notice-inviting tender. No receipt against submission of bid shall be issued by OREDA.
- **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.**
- 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.
- The supplied materials should strictly comply with the specifications as mentioned in the bid, otherwise the material would be liable for rejection.
- Any clarification on the technical specification and commercial terms and conditions may be clarified in writing from OREDA.
- Deviation of any commercial terms and condition and technical specification shall not be entertained under no circumstances.
- 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 specifications.
- The Chief Executive, OREDA shall award the contract to the successful bidder whose bid shall be qualified after evaluation in terms of the responsiveness and lowest rate determined on the basis price bids.
- On award of contract the qualified bidder shall be termed as contractor / supplier / executor /turnkey operator.
- **The bidder is to submit documents as asked in the tender . Submission of unnecessary documents leads to disqualification of the offer.**

#### **4. SUBMISSION OF BIDS:**

##### **A. *MODE OF SUBMISSION OF BID:-***



- i) The bidder shall submit the bid in Electronic Mode only i.e. in [www.tenderwizard.com/OREDA](http://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.
- ii) The OREDA reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

#### *PARTICIPATION IN e-TENDER:-*

##### **ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE**

- i) For all the users it is mandatory to procure the Digital Signatures of **Class III only**.
- ii) Allbidders are requested to follow the following steps for registration.

#### *REGISTRATION IN TENDER WIZARD PORTAL*

- i) Log in [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) Click "Register", fill the online registration Form.
- ii) Payment for an amount of Rs.5900/- shall be made to KSEDCL, Bangalore for vendor registration in tender wizard portal in **e-payment** mode only.
- iii) As soon as the verification is done the e-tender user ID will be enabled/provided.

#### *ON-LINE REQUEST FOR e-TENDER DOCUMENTS*

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

1. 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)**
2. Click / Double Click to open the Microsoft Internet Explorer  
(This icon will be located on the Desktop of the computer)
3. Go to Start > Programs > Internet Explorer. Type [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) in the address bar, to access the Login Screen.
4. Enter e-tender User Id and Password, click on "Go".
5. 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.
6. Click "Un Applied" to view / apply for new tenders.
7. 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.

**NOTE: For vendor registration and payment of tender processing fee to KESDCL, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.**

#### **B. ONLINE SUBMISSION OF BID**

The bidders shall have to scan the Demand Draft towards **EMD, Tender Cost, signed copy of tender document (signed all pages)** as a token of unconditional acceptance of all terms and conditions of the tender and **other documents** as required for the tender and **upload** the same in the prescribed form in .pdf or .jpg format in addition to sending the original **except bid sheets (.xls)** prior to last date and time of receipt of bids as specified in tender Notice. Tender processing fees is mandatory & to be paid on **e-payment** mode as stated elsewhere in the document.

#### **PROPER FILLING UP OF THE PRICE SCHEDULE:**

- The bidder should fill up the Techno commercial and price schedule properly in the bid sheets provided in .xls format and up-load the same without changing the file name. The tender may be rejected if the schedule of price is submitted in incomplete form.

**NB: The bid sheets (.xls file) shall be uploaded in [www.tenderwizard.com/OREDA](http://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.**

- 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 down / take a print of bid control number once it displayed on the screen**

- Tender Opening event can be viewed online.
- (iii) Competitors bid sheets are available in the website for all participated bidders.

#### **NOTES:**

**For any assistant, Contact:**

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

**OREDA Help Desk- 91-9437795495/ 9937140591**

### *C. DEAD LINE FOR SUBMISSION OF BIDS*

- Soft copy of the bid shall be uploaded through the portal [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) on or **before the online submission time and date as stipulated in the bidding document.**

**DD towards Tender cost, DD towards EMD, tender processing fee acknowledgement & a set 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.

### *D. 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.

### *E. MODIFICATION AND WITHDRAWAL OF BIDS:-*

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

Ñ **No bid shall be modified/ withdrawn after the dead line for submission of bids. Withdrawal/modification of bid before the expiry of bid validity shall result forfeiture of Bidder's EMD.**

**F. SUBMISSION OF HARD COPIES OF THE BIDS AND SEALING AND MARKING:-**

- Along with the e-tender, bidders must also submit their bids for all items as stated above 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 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.

**Hard copies of the following items should only be submitted to OREDA**

1. Demand draft towards cost of bid document
2. Copy of acknowledgement of tender processing fee.
3. EMD in shape of Demand Draft.
4. Technical Bid document in **hard bound form** with each page legibly numbered comprising of the following:
  - **Test certificates from MNRE approved laboratories issued in the name of the bidding firm for the complete system.**
  - Technical Specifications of all materials to be supplied
  - Valid VAT / GSTIN clearance certificate ,Income Tax return, PAN card, Service Tax Registration Certificate
  - Bid documents duly signed & sealed on every page as token of unconditional acceptance of all Terms and conditions mentioned in the bid document.
  - Indigenous Certificate
  - Organizational profile
  - Balance sheets and profit & loss accounts
  - Certificate and proof as per qualification criteria
  - Brochure, literature etc. if any

**All the papers of bid documents **except the price bid** should be duly signed and uploaded in **e-tender** portal. Hard copy (i.e EMD, Tender cost & signed e-tender document) shall be submitted to OREDA office at S-57, Mancheswar Industrial Estate, and Bhubaneswar 751010 on or before the stated date in the manner prescribed bid sheet and uploaded.Prescribed elsewhere in the document.**

## **Price bid to be only filled up in the specified**

### G. TECHNICAL BID:

The Electronic Form/Template of the bid for the Techno –Commercial bid, as available on the portal, shall be duly filled and scanned copies of documents in support of meeting the minimum qualifying requirement of the tender shall be given as attachments.

### H. FINANCIAL BID:

- The Electronic Form/Template of the Price bid (as available on the portal) shall be duly filled in.
- 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.

### I. 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 favour of OREDA payable at Bhubaneswar. 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) Complete Technical details are not enclosed.
- iii) Tender is received after the last date for what-so-ever reasons.

### J. PROCEDURE FOR OPENING THE BIDS:

The procedure of opening of the bid shall be as under

The TECHNICAL BID shall be opened at the time & date mentioned in the bid notice 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.

## 5. ELIGIBILITY CRITERIA:-

- i) 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.
- ii) **The bidder must be manufacturers of composite systems and must have got its product tested and qualified recently not before 2016-17 (financial year) by any of the accredited test centres of MNRE, GOI and must submit such test certificates along with the technical bid. In case the bidder is unable to submit the certificate due to non-receipt of the same from MNRE authorized laboratory although sample of their product submitted for testing in such case they may submit copy of receipt of the document received by them issued by the test laboratory. The bidder will also submit an undertaking with effect that they will submit the test certificate by 26-12-2018 failing which their offer will be automatically invalid.**
- iii) The bidder must have a minimum cumulative turnover of **Rs10.00** crore over last three years in solar business. Copy of audited balance sheet for 2015-16, 2016-17 and 2017-18 clearly indicating the turnover from solar PV business duly certified and signed by a Chartered Accountant must be submitted along with the technical bid.
- iv) The bidder must have installed at least **500** Solar street lighting system including SPV mini /high mast lighting system in different SNAs/ Government organizations in any part of the country during last 3 years. Copies completion certificates/installation report from the authorized officer of the concerned SNA/Govt must be submitted along with the technical bid.
- v) The 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.
- vi) The firm must have established quality assurance systems and organization in line with the requirements under ISO 9001:2008.
- vii) The bidder must have valid GST clearance certificate.

## 6. ACCEPTANCE/ REJECTION OF THE BID DOCUMENTS:

Chief Executive, OREDA reserves the right to reject or accept any bid or annul the bidding process at any time prior to award of contract, without having prejudice of incurring any liability to the affected bidders or any obligation to inform the bidders.

## 7. COMMERCIAL TERMS & CONDITIONS:

### *Rate:*

The offer should indicate the unit cost of the system, Installation & Commissioning charges, CMC 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 system will be installed as per the work order. The prices quoted should be firm, fixed and reasonable.

#### *Sales Tax & Duties etc.:*

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

#### *Earnest Money Deposit:*

- Earnest money deposit as specified above is required to be deposited along with the hard copy of bid without which the bid will not be accepted. No interest will be payable for the EMD amount under any circumstances.
- E. M. D would be adjusted against security deposit in case of successful bidders.
- E. M. D would be forfeited in case of non-compliance of the purchase order by the successful bidder.
- In case of claim for exemption from deposit 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.

#### *Security Deposit/ Performance Guarantee Fees:*

- The bidder is to deposit **security deposit** @ 10 % of the order value at the time of submission of acceptance of the order copy. The same will be returned after installation of the SPV street Lighting System. The security deposit can be submitted in shape of BG(Annexure-B) and the said amount would be **forfeited** if the systems are not installed and commissioned as per the given schedule.
- After installation the firm must deposit five number of bank guarantees (Annexure-B) each of value to 2% of the ordered value towards **Performance Guarantee fees**( PGF)with the Chief Executive, OREDA, Bhubaneswar along with bills, challans and all other documents as per payment clause before processing of payment. The Bank guarantee will remain valid for 1,2,3,4 &5 years respectively from the date of installation of the system. The PGF will be **forfeited** if the systems are not properly maintained and the performance of the system do not meet the standard mentioned in the work order.

### **8. WORK EXECUTION SCHEDULE:**

- All ordered systems must be supplied / installed 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 its responsibility for satisfactory operation of the power plant. \

## **9. ALLOCATION OF SUPPLY / INSTALLATION & EXECUTION:**

- 15000 LED (15 Watt) based street lighting systems are to be installed and commissioned within a span of 120 days in DMF area of Keonjhar district.
- The total work which will be distributed among six bidders at L-I price in the order of their quoted price ( i.e L-1, L-2, L-3 ,L-4 , L-5 and L- 6) as per following percentage
  - L-1- 30 % of the total order
  - L-2 - 25%.
  - L-3- 20%
  - L-4-15%
  - L-5- 5 %
  - L-6- 5%

Work will be redistributed, if required, considering the performance of the empanelled bidders.

- The qualified vendors is to submit acceptance of the work order/purchased order within 15 days from the date of issue of work/purchase order failing which the order is treated to be cancelled and the vendor will be debarred from the empanelment list for this particular tender.

## **10. VALIDITY OF OFFER:**

The offer must be kept valid for a period of one 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.

## **11. GST:**

The bidders must submit attested copy of valid up to date GST clearance certificate/ up to date returns 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.

## **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



supply/commissioning of the systems. In case of solar lantern the battery is warranted for 2 years.

- SPV modules must be warranted against any manufacturing defect of bad workmanship for a period of 10 years.
- 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:**

- 14.** The systems shall be supplied, installed and commissioned 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.
- 15.** 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.
- 16.** In case, the qualified bidder fails to take up and/or complete the project after acceptance without any substantial reason thereof, then besides forfeiting its EMD and revocation of Performance bank Guarantee, the bidder will be blacklisted and the event of such blacklisting will be intimated to all concerned and posted on the website of OREDA. Under such circumstance the decision of OREDA will be final.
- 17.** In case the qualified bidder resorts to any act of tampering/forging the data or documents in connection with assigned projects or mal-represent the case before the authority, then in such cases it would be construed to be a sufficient ground to blacklist the bidder.
- 18.** In case the qualified bidder fails to complete the project and abandons the same without any substantial reason, the firm will liable to be debarred from participating in subsequent tenders for a period of 1 year.

19. In case any serious allegations are levelled against the qualified bidder by the customers or stakeholders whosoever, the authority shall have the right to take appropriate action against the bidder on necessary enquiry and establishment of the allegations thereof.

## **20. FORCE MAJEURE:**

The supplier of the SPV system shall not be charged with liquidated damages nor shall his security 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.

## **21. 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.

## **22. PAYMENT:**

- **100 %** of the cost of system and installation charge along with all applicable tax shall be released upon commissioning 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
  - JCC ( Annexure-H)
  - Warranty ( Annexure-F)
  - GPS based photograph
  - I-V Curves
  - Operation manual
  - Dos & Don'ts in the form of a booklet
  - Conducting training programme
  - Signed copy of CMC ( Annexure-C)

23. **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.

## **24. COMPREHENSIVE MAINTENANCE CONTRACT (CMC):**

- The bidder must enter into a Comprehensive maintenance contract for the specified period at the time of execution of the order. Offer without such CMC shall not be considered.(sample format of CMC enclosed at Annex - C ).
- The scope of CMC must cover supply of spare parts (including wherever necessary) / services during the contract in force. Order shall be placed on bidders who agree to offer such CMC. The CMC charges quoted by the bidder must be realistic in view of actual rendering of after sale services.. Payment will be effected depending upon the functionality of the system duly certified by the concerned Authorised officials of OREDA.

25. **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.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 OdishaMinicourt only. The Chief Executive, OREDA reserves the right to accept or reject any or all bids without assigning any reason thereof.

Sd/-dt27.10.2018

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

**21. Check list of documents to be submitted along with the hard copy of the bid**

Sl. No	Particulars	Complied	Page No.
1	Cost of Tender document for Rs.10, 500/- or exempt as admissible with proof.	Bank No Dt	
2	Acknowledgement for tender processing fee of Rs 5900/-	Bank No Dt	
3	Bank draft for Rs. 35.00 lakhs ( thirty five lakhs ) only towards EMD in shape of Bank draft/ Bank Guarantee	Bank No Dt	
4	Forwarding letter duly signed and stamped by the bidder		
5	Undertaking duly signed and stamped by the bidder		
6	Copy of the PAN card of the bidder's firm		
7	Copy of the TIN No. of the bidder's firm		
8	Tax return, GST/ STCC/E-submission, VAT clearance certificate		
9	Annual turnover and turn over in solar business, audited report		
	2015-16		
	2016-17		
	2017-18		
	Total		
10	No of Solar PV system supplied /installed with cumulative capacity. Completions report/certificates are to be enclosed. <b>Copy of work order is not acceptable.</b>		
11	Proof of production capacity of SPV system		
12	Test reports of on SPV street lighting system issued in the name of the bidding firm by any of the accredited test centers of MNRE, GOI.		
13	Willingness- Opening of service centre inKeonjhar		
14	Undertaking to supply Indigenous items as per relevant guidelines of MNRE, Gol		
15	Undertaking to unconditionally accept all terms and conditions of the bid document with copy of Board		

	Resolution		
16	Power of attorney to sign the agreement on behalf of bidders		
17	Filled in bid document duly signed and stamped at the bottom of each page except the price bid format.		
18	Organizational profile containing the original documents defining the constitution or legal status, place of registration and principle place of business.		
19	Signed Technical bid in sealed envelop		
20	Proof of Quality assurance systems, organisation(ISO 9001:2008 certification)		
21	Aself certification by an authorized person duly notarized to this effect that the farmhave not been debarred / blacklisted by any Govt. Deptt, agency, PSUs / institution / agencies / autonomous organisations		

**Signature of bidder with seal**

### TECHNICAL WHITE-LED (W-LED) BASED SOLAR STREET LIGHTING SYSTEM, (15 WATT)

A stand-alone solar photovoltaic street lighting system (SLS) is an outdoor lighting unit used for illuminating a street or an open area. The Solar Street Lighting System consists of solar photovoltaic (SPV) module, a luminaire, storage battery, control electronics, inter-connecting wires/cables, module mounting pole including hardware and battery box. The luminaire is based on White Light Emitting Diode (W-LED), a solid state device which emits light when electric current passes through it. The luminaire is mounted on the pole at a suitable angle to maximize illumination on the ground. The PV module is placed at the top of the pole at an angle facing south so that it receives solar radiation throughout the day, without any shadow falling on it. A battery is placed in a box attached to the pole.

Electricity generated by the PV module charges the battery during the day time which powers the luminaires from dusk to dawn. The system lights at dusk and switches off at dawn automatically.

(Dusk to Dawn, Full Light Level)

#### **BROAD PERFORMANCE SPECIFICATIONS**

PV Module	75 watt under STC
Battery	Maintenance , 12.8V /30AH or 384Wh LifePO4 Battery Pack
Light Source	White Light Emitting Diode (W-LED) 15 Watt (Max.), W-LED luminaire, dispersed beam, soothing to eyes with the use of proper optics and diffuser
Light Output	The lamp should have two levels of light to take care of different lighting needs during the night. <ul style="list-style-type: none"> <li>• Minimum 21 Lux when measured at the periphery of 4 meter diameter from a height of 4 meter. The illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher light output will be preferred.</li> <li>• Minimum 10 lux at lower illumination level (Higher light output will be preferred)</li> </ul>
Mounting of light	Minimum 4.5 metre height above the ground
Electronics Efficiency	Minimum 85% total
Duty Cycle	4 Hours full light, rest of the time at lower light level, with motion sensor. <ul style="list-style-type: none"> <li>• In case any movement is there, it senses it and glows to full level.</li> <li>• Then it comes back to lower level after sometime, automatically.</li> </ul>
Autonomy	2 days or Minimum 26 operating hours per permissible discharge

## 10. PVMODULE

- Indigenously manufactured PV modules should be used.
- The PV modules should have crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286 from an NABL or IECQ accredited Laboratory.
- The power output of the module(s) under STCs should be a minimum of 75Wp at a load voltage\* of  $16.4 \pm 0.2V$ .
- The open circuit voltage\* of the PV modules under STCs should be at least 21.0 Volts.
- **The module efficiency should not be less than 12%.**
- The terminal box on the modules should have a provision for opening it for replacing the cable, if required.
- There should be a Name Plate fixed inside the module which will give:
  - Name of the Manufacturer or Distinctive Logo.
  - Model Number
  - Serial Number
  - Year of manufacture
- **A distinctive serial number will be engraved on the frame of the module or screen printed on the tedlar sheet of the module.**

\*The load voltage and  $V_{oc}$  conditions of the PV modules are not applicable for the system having MPPT based charge controller

## 11. BATTERY

- Lithium Ferro phosphate type battery .
- The battery will have a minimum rating of 12.8V/30Ah or 384 Wh at C/10 discharge rate.
- 85% of the rated capacity of the battery should be between fully charged and load cut off conditions.
- Battery should conform to the latest BIS/International standards.

S. No.	Description	Specification
1.	Battery Nominal Ah Rating	30Ah
2.	Nominal Voltage	12.8 V
3.	Cell Capacity	3.2 Volt 5Ah/6Ah/10Ah and above
4.	Battery type	Lithium Ferro phosphate
5.	Battery Voltage Range	10V to $14.6 \pm 0.2V$
6.	Working Temperature Range	$0^{\circ}C \sim 60^{\circ}C$ ; humidity < 95%
7.	Storage temperature Range	$0^{\circ}C \sim 45^{\circ}C$
8.	Self-Discharge (per Month)	<2%
9.	Protections	
	High Voltage Cut off	$14.6V + 0.2V$
	Deep Discharge Cut-off	$10V + 0.2V$
	Short Circuit Protection	Should be provided .
	Ingress Protection (IP)	IP-21 for battery box
10.	Certifications	As per BIS standard

## 12. LIGHTSOURCE

- The light source will be a white LED type.
- The colour temperature of white LED used in the systems should be in the range of 5500°K–6500°K.
- W-LEDs should not emit ultraviolet light.
- Light source must be Operates dusk to dawn, First 6 Hours at full Brightness, rest of the time at lower light level with Motion sensor.
- The lamps should be housed in an assembly suitable for outdoor use .
- The temperature of heat sink should not increase more than 20°C above ambient temperature during the dusk to dawn operation.
- Lumen efficiency of LED minimum 110 lumen/watt

Sl No.	Description	Specification
1.	System Wattage	15W
2.	Operating nominal Voltage	12.8 VDC
3.	Input Voltage range	10.8V-14.4 VDC
4.	LED type	High Power LED
5.	LED efficacy	110 Lm/Watt( minimum)
6.	LED MAKE	CREEE / Philips/Osram/Seoul/Nichia or equivalent
7.	Colour Index (CRI)	CRI >60
8.	Viewing Angle	120°
9.	Driver type	DC-DC - Compatible for Solar Panel power
10.	Driver efficiency	>85%
11.	Luminaries housing	Aluminium
12.	Ingress Protection	IP 65
13.	Motion sensor Range	3 meters
14.	Certifications	LM-80 for LED Confirmation to BIS or equivalent standards

## 13. ELECTRONICS

- The total electronic efficiency should be at least 85%.
- Electronics should operate at 12 V and should have temperature compensation for proper charging of the battery throughout the year.
- No Load current consumption should be less than 20mA.
- The PV module itself should be used to sense the ambient light level for switching



ON and OFF the lamp.

- The PCB containing the electronics should be capable of solder free installation and replacement.
- Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

Sl. No.	Description	Specification
1.	Nominal Battery Voltage	12.80V -Optimized for Lithium battery chemistry
2.	Charge Controller Type	Maximum Power Point Tracking (MPPT)
3.	Solar Charging Rating	12V 5A
4.	Load Controller	Automatic Dusk to dawn with Dimmer and Motion sensor based lighting control
5.	Self-Consumption	<20mA
6.	Efficiency	>85%
7.	Indications	<ul style="list-style-type: none"> <li>• Green --&gt; Charging under process</li> <li>• Red --&gt; Battery Low / Fault</li> </ul>
8.	Operating Temperature	0 to 60 Deg C (No de-rating of the unit) and 95% RH
9.	Protections	<ul style="list-style-type: none"> <li>• Over Charging / Deep Discharge</li> <li>• Overload - Auto shutdown and restart</li> <li>• Solar and Battery Reverse</li> <li>• Reverse Current Protection from Battery at Night</li> </ul>

#### 14. ELECTRONIC PROTECTIONS

- Adequate protection is to be incorporated under “No Load” condition e.g. when the lamp is removed and the system is switched ON.
- The system should have protection against battery overcharge and deep discharge conditions.
- Fuses should be provided to protect against short circuit conditions.
- Protection for reverse flow of current through the PV module(s) should be provided.
- Adequate protection should be provided against battery reverse polarity.
- Load reconnect switch should be provided at 85% of the battery capacity status.

#### 15. MECHANICAL COMPONENTS

- A corrosion resistant metallic frame structure should be fixed on the pole to hold the SPV module.
- The frame structure should have provision to adjust its angle of inclination to the horizontal, so that it can be installed at the specified tilt angle.
- The poles should be made of Galvanised Iron (GI) pipe.
- The height of the poles should be 4.5 metres above the ground level, after grouting and final installation. Poles should be minimum 3” dia with 2.2mm thickness
- The poles should have the provision to hold the luminaire.
- The lamp housings should be waterproof with IP 65 protection.
- A vented, acid proof and corrosion resistant metallic box with a locking arrangement for outdoor use should be provided for housing the battery. The battery box should be

mounted on the pole at minimum 4 meter height above the ground.

## **16. INDICATORS**

- The system should have two indicators, green and red.
- The green indicator should indicate the charging under progress and should glow only when the charging is taking place. It should stop glowing when the battery is fully charged.
- Red indicators should indicate the battery "Load Cut Off" condition.

## **17. QUALITY AND WARRANTY**

- **The street lighting system (including the battery) will be warranted for a period of five years from the date of supply.**
- **The PV module(s) will be warranted for a minimum period of 25 years from the date of supply.** The PV modules must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty five (25) years.
- The Warranty Card to be supplied with the system must contain the details of the system.

## **18. OPERATION AND MAINTENANCE MANUAL**

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Street Lighting System. The following minimum details must be provided in the Manual:

- Basic principles of Photovoltaic.
- A small write-up (with a block diagram) on Solar Street Lighting System - its components, PV module, battery, electronics and luminaires and expected performance.
- Type, Model number, Voltage & capacity of the battery, used in the system.
- The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of W-LEDs used in the lighting system.
- About Charging and Significance of indicators.
- Clear instructions about erection of pole and mounting of PV module (s) and lamp housing assembly on the pole.
- Clear instructions on regular maintenance and trouble shooting of the Solar Street Lighting System.
- DO's and DONT's.
- Name and address of the contact person for repair and maintenance, in case of non functionality of the solar street lighting system.

We confirm the following technical specification.

Sl. No	Item	Description			
		Make	Capacity	Relevant IEC/BIS	Name of the test report issuing Agency for composite system
1.	PV Module				
2.	Charge controller				
3.	Battery				
4.	Wires and cables				
5.	Electronics Protection				
6.	Other features				

SIGNATURE and SEAL

VENDOR

**Check List for submission of information/documents after supply of system**

<b>S/N</b>	<b>Information/document to be submitted</b>	<b>Whether submitted</b>
<b>1</b>	<b>Site Details</b> Name of the site Postal Address Phone No. Fax No. Name of the Contact Person	
<b>2</b>	<b>System details</b> <b>a. Solar PV Modules</b> Make of the modules Year of manufacturing  Serial Number and IV curve of each module may be submitted in a separate sheet <b>b. Charge controller</b> Make Model Yr of manufacturing Serial Number  <b>c. Battery bank</b> Make Model Yr. of manufacturing  Serial Number of each battery may be submitted in a separate sheet <b>d. Wires and cables</b> Make of the wires/ cables Length( Meter) and Thickness in sq. mm of all wires and cables used BIS test certification for the wires and cables used. <b>e. Any other feature of the system that needs special mention</b>	

Signature of use  
Signature of vendor

Signature of Representative of OREDA

## Annexure- E

Sl No.	Document to be submitted	
1	Joint commissioning certificate	
2	Signed Copy of CMC	
3	Performance Report by OREDA	

**ORISSA RENEWABLE ENERGY DEVELOPMENT AGENCY**  
**S-59, MANCHESWAR INDUSTRIAL ESTATE,**  
**BHUBANESWAR-751010**  
**FORMAT FOR WARRANTY CARD**

1. Name & Address of the Manufacturer/Supplier of the System	
2. Name of the village	
3. Date of installation of the system	
<b>4 Details of SPV module (s) supplied in the system</b>	
Make (Name of the manufacturer) Model Serial No. (s) Wattage of the PV Modules under STC Warranty valid up to	
<b>5 Details of Battery</b> Make (Name of the manufacturer) Model Batch/Serial Nos.(s) Warranty valid up to	
<b>6 Details of charge controller</b> Make (Name of the manufacturer) Model Serial No (s) Warranty valid up to	
7 Designation & Address of the person to be contacted for claiming warranty obligations.	
(During the warranty period MNRE / OREDA authorized Officer / Users reserve the right to cross check the performance of the system as per the minimum performance levels specified.)	

Signature &amp; Stamp

VENDOR

Place:

date:

INSTALLATION REPORT.

Annexure- D-I

M/s \_\_\_\_\_,

1. Name of User / Village / Village C.C. No. & P.S.

2. Location of the Solar Systems :

Gram Panchyat,

Block

District.

3. Purchase Order No. & Date :

4. Name of the system and No,

5. Date of Installation.

6. Details of Systems.

A. SPV Modules.

B. Make

C. SL No.

D. Rated output.

, B. Battery,

Make

SI No.

Type.

C. Electronics & Systems &SI No.

Make.

D Electronics & Systems &SI No.

6 Warranty.

Signature of Local Representative (With Seal)

Signature of the Contractor (with seal)

## Annexure-H

### Joint Commissioning cum handing Over Certificate on SPVStreet

This is certify that OREDA have installed and commissioned the following SPV system in the year\_\_\_\_\_ and the system is handed over to costumer / Panchayat / Village committee on .....

1. Type of Solar system installed:-
2. Place of Installation / supply :
  - a. Village,
  - b. Code,
  - c. Block,
  - d. District.
3. System N o.
4. Battery Make &SI No.
5. SPV Module Make and No.

The \_\_\_\_\_/ Panchayat / Village Committee/ customer/ user's organisation is willing to take up repair and maintenance work after the CMC period at their own cost for proper functioning of the systems.

Handed over by.

Taken over by,  
(Customer).



## Annexure- N

### REPAIR AND MAINTDENANCE OF SPV SYSTEMS IN ODISHA.

1. Date of Inspection :  
 2. Location :

Village	Block	District

3. Battery Make & No. :  
 4. Module Make & No. :  
 5. Make of the System :  
 6. Visual Inspection.  
     i. Module,  
     ii. Laminar,  
     iii. Electronics.  
     iv. Battery.

7. Battery Condition.

Cell No.	
Cell voltage	

Terminal : Clean / Not Clean.

(A) General maintenance.

- i. Checking of battery terminals.
- ii. Checking of Luminaries,
- iii. Tightening of loose connections.
- iv. Cleaning of modules.

(B) Repair Done.

- a. Replacement of Luminaries.
- b. Replacement of charge controllers/ inverter.
- c. Any other repair.

(C) Functional status : (After repair & maintenance)

(D) Repair if any to be done further

Remarks.

Signature of Inspecting Agency

Name & Signature of User

With date

With date.

Signature of the representative (s) of the supplier

( 2<sup>nd</sup> Part)

Countersignature of the  
 Asst. Director (Tech) / OIC RE  
 Cell DRDA.

**Annexure- B**

**Annexure-II of Finance Department Office Memorandum 4939 dtd 13.2.12,  
GovtofOdisha  
Model Bank Guarantee Format for Performance Security  
[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  
andfigures).and we undertake to pay you. Uponyour first written demand declaring the  
supplierto be in default under the contract andwithout cavil or argument, any sum or sums  
within thelimits of (amount of guarantee)asaforesaid.without your needing to prove or to  
show groundsor 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 thecontract 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 thisguarantee 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 officer

Seal.name& address of the Bank and address of the Branch

**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 street lighting system supplied and installed 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 2<sup>nd</sup> party, for maintenance of ..... sets of .....for a period of five years with effect from ..... AD, supplied, installed and commissioned vide purchase order No ..... Dated ..... in ..... village ..... blocks of ..... Districts.

The 2<sup>nd</sup> 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 system and battery and 10 years for the PV modules from the date of commissioning . As these systems have been commissioned and handed over to the 1<sup>st</sup> 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 2<sup>nd</sup> party is fully responsible for their trouble free maintenance

and the 2<sup>nd</sup> party is liable to rectify / remove any defect noticed within the aforesaid period free of cost.

2. The 2<sup>nd</sup> party will impart training to two nos. of youth from each completed village to be able to provide first aid repair service for the SPV systems installed in the village.

3. The 2<sup>nd</sup> party will ensure a formal training of such identified youth (2 from each village) at a cluster level of villages in consultation with the 1<sup>st</sup> party.

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

5. The CMC includes repair/ replacement of all spares and consumable, including Lamp, battery & PV module during the maintenance period.

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

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

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

# Annexure-I

## Forwarding Letter

**(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 the supply / installation of SPV systems

Ref: Tender Call **NoticeNo. -4228/ OREDA, Dated 27-10-2018.**

Sir,

I am submitting herewith our offer against the tender call notice no -dated- on supply, installation and maintenance for a period of five years of LED based street lighting systems.

1. Category (General or MSME please specify) -

Name and designation of the attesting officer with stamp.

**Yours faithfully**  
**Head of the organization**

### 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)

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  
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 & date**



# Annexure-L

## 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 the supply / installation of SPV systems

Ref: Tender Call **NoticeNo. -4228/ OREDA, dt.27-10-2018.**

Sir,

I/we hereby authorise Ms. /Mr. \_\_\_\_\_, Designation .....of 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**

## Annexure-M

### 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:-Submission of tender for the supply / installation of SPV systems

Ref:- Tender call Notice No. 4228/OREDA, dt.27-10-2018

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)
- 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).

**Block wise systems to be installed****Annexure- A**

SL NO	BLOCK	TENTATIVE SYSTEM TO BE INSTALLED
1	BANSPAL	1215
2	CHAMPUA	1190
3	HARICHANDANPUR	240
4	HATADIHI	1374
5	JHUMPURA	1700
6	JODA	4115
7	SADAR	1084
	TOTAL	10918