

Odisha Renewable Energy Development Agency

Bhubaneswar

BID DOCUMENT

DETAILS OF TENDER CALL NOTICE No. 5843 /OREDA/DTD 24.12.2016
For

**Design, Supply, Installation and commissioning of Small Solar PV
Water Pumps for Enhanced Livelihood of Vegetable Growers**

Date of Hoisting of the bid document on Website	26.12.2016
Date & time of pre-bid meeting	02.01.2017 on 11:00 AM at OREDA Conference hall
Hoisting date of final revised bid document	03.01.2017
Date and time of last submission of on-line bid	16.01.2017 up to 1:00 PM
Last date of submission of hard copy of bid document	17.01.2017 up to 1:00 PM
Date of Opening of Techno-commercial bid	17.01.2017 up to 3:00 PM
Date of Opening of Price bid	To be informed to the technically qualified bidders

S-59, Mancheswar Industrial Estate, Bhubaneswar -751010

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Disclaimer

Kindly Note:

1. This document is not transferable
2. Though adequate care has been taken for preparation of this document, the bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder on the pre bid meeting or within ten days from the date of issue of the bid document, it shall be considered that bid document is complete in all respects and has been received by the bidder.
3. The Odisha Renewable Energy Development Agency (OREDA) reserves the right to modify, amend or supplement this bid document 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.

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OREDA

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY
S-3/59, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010 S-3/59

Web: www.oredaorissa.com

E-TENDER NOTICE NO: 5843 /OREDA/DTD 24.12.2016

Invites sealed e-tenders

in two part bidding system

for

Design, Supply, Installation and Commissioning of Small Solar PV Water Pumps for Enhanced Livelihood of Vegetable Growers

Name of Work	Estimated Cost (Rs. in Lakhs)	Earnest Money Deposit (Rs. In Lakhs)	Tender processing fee Non refundable (in Rs.)	Non refundable Cost of Bid document
Design, Supply, Installation and Commissioning of Small Solar PV Water Pumps for Enhanced Livelihood of Vegetable Growers	2000	20	5750	10500

SECTION- I

General Information

- i) Interested bidders may visit OREDA's website www.oredaorissa.com or www.tenderwizard.com/OREDA for details. **Tender documents can be viewed free of cost.**
- ii) Bidders who want to submit bid shall have to pay the **tender cost**. 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.
- ii) The bidders shall have to submit the non-refundable tender processing fee in e-payment mode only. The processing is inclusive of service **tax @15%**.

(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).
- iv) The bidders shall have to scan the Demand Draft / Bank guarantee towards **EMD, Tender Cost, Signed copy of** unconditional acceptance of all terms and conditions of the tender, **Signed copy of** Confirmation to Technical Specifications 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.
- v) The bidders are advised to register their user ID, Password, company ID on website www.tenderwizard.com/OREDA by clicking on hyper link "**Register Me**".
- (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 and www.tenderwizard.com/OREDA only.

SECTION-II

SUBMISSION OF ONLINE 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 portal. The bidder must ensure that the bids are received in the specified website of the OREDA by the date and time indicated in the Tender notice.
- ii) Bids submitted by telex/telegram will not be accepted.
- iii) The OREDA reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

(A-1) 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) Contractors / Vendors / Bidders / Suppliers are requested to follow the following steps for registration.

(A-2) REGISTRATION IN TENDER WIZARD PORTAL

- i) Log in www.tenderwizard.com/OREDA Click "Register", fill the online registration Form.
- ii) Payment 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.

(A-3) ON-LINE REQUEST FOR e-Tender DOCUMENTS.

After viewing Tender Notification in 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). If any Bidder wants to participate in the tender he has 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 be installed in your system)

2. Click / Double Click to open the Microsoft Internet Explorer
3. (This icon will be located on the Desktop of the computer).
4. Go to Start > Programs > Internet Explorer. Type www.tenderwizard.com/OREDA in the address bar, to access the Login Screen.

5. Enter e-tender User Id and Password, click on “Go”. Click on “Click here to login” for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e- Procurement User Id Password
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.
8. Click to view the tender documents which are received by the user. Tender document screen appears.
9. 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 / Bank guarantee towards **EMD , Tender Cost** , **signed copy** of “unconditional acceptance of all terms and conditions of the tender”, Singed copy of “confirmation to technical specification” 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. The attachments should be properly renamed before uploading.

(B-1) 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_portal, prior to online closing of the tender. By no other means (except online) price bid shall be accepted for evaluation of tender.

- (i) 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

- (i) Tender Opening event can be viewed online.

- (ii) 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- 09776823641/09937140591

(C) DEAD LINE FOR SUBMISSION OF BIDS

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

DD towards Tender cost, DD/BG towards Bid Security, tender processing fee acknowledgement & a set of all uploaded documents including uploaded Techno-commercial Bid must be received by OREDA at the address specified not later than the time and date stated in the tender notification.

- ii) 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.
- iii) 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

- i) 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., bid security, tender cost & any other document) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., bid security, tender cost.)] shall be returned unopened to the bidder.
- i) Hard copy of the bid security i.e EMD in shape of DD/BG 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:-

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

SUBMISSION OF HARD COPIES OF THE BIDS AND SEALING AND MARKING:-

(A) 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/ Bankguarantee.
4. Signed copy of Declaration-I & II.
5. Technical Bid document in **hard bound form** with each page legibly numbered comprising of the following:
 - **All Test certificates from MNRE approved laboratories as prescribed**
 - Uploaded Techno-commercial Bid Sheet.
 - Technical Specifications of all materials to be supplied.
 - Valid VAT / Sales tax clearance certificate, Income Tax return, PAN card, Service Tax Registration Certificate.
 - Unconditional acceptance of all Terms and conditions.
 - Indignity Certificate.
 - Organizational profile.
 - Balance sheets and profit & loss accounts.
 - Certificate and proof as per qualification criteria.
 - Brochure, literature etc. if any

(B) 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.

(C) Financial bid:

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

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.

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) Bid security is not deposited either in shape of Bank Draft in favor of OREDA payable at Bhubaneswar or Bank Guarantee.

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

- ii) Complete Technical details are not enclosed.
- iii) Tender is received after the last date for what-so-ever reasons.

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.

1. Program Background:

Dug wells are most feasible irrigation sources for small and marginal farmers who live below poverty line. Efforts are being made to construct more numbers of dug wells in farmers filed under MGNREGS by PR department and Agriculture and farmers' Empowerment Department in convergence. These dug wells are mostly located in the remote areas having no electricity supply connectivity. Looking in to the availability of high solar radiation apart from rainy season, SPV solar pumping system appears to be best alternative to supply quality power to the farmers to use it for irrigation purpose. SPV pump sets of 0.5 HP with provision of water storage can be used to lift water from the dug wells. Farmers can grow light duty crops and vegetables in the dug well command area of about 1.0 acre. With suitable cropping system and crop diversification in the dug well command area, the small and marginal farmers can improve their economic status.

Increase agricultural production from dug well irrigation command by providing assured water pumping using SPV pump sets. This SPV pump sets will be extended to the areas where electricity is not available or expensive to connect. The farmers can grow horticultural and other agricultural products for food security. Selling the produce will make them economically sound.

2. Scope of Work

The broad scope of the work includes supply, installation, commissioning, testing, handing over and maintenance (for 5 years) of 0.5 HP Solar PV water pumping system as per technical specifications provided in this tender document. The pumps will be installed across the state in the dug wells of identified farmers. The specific actions under these scopes are

- a. Collection of the list of farmers and their addresses from OREDA or its authorized offices/persons.
- b. Collection of water discharge reports of the designated bore wells from OREDA or its authorized offices/persons.
- c. Visit the farmers and identify the designated bore well.
- d. Locate an ideal space for installation of the Control room with PV Array (228 Sq. ft) Details of drawing is attached in Annexure-I, other control equipment if any in consultation with the farmer. Before doing so the farmer has to be made aware of the details of the scheme and its different aspects.
- e. Obtaining clearance of the farmer (in the given format) for installation of the pump in a mutually decided location under the possession of the farmer.
- f. Finalization of the probable date of installation in consultation with the farmer.
- g. Transportation of the pumping system along with all its components/subcomponents to the village concerned and if required storing the same in a safe place within the village in consultation with the farmer. OREDA shall not be the consignee to receive the materials supplied/delivered.
- h. Installation of the solar PV array, pump, control equipment etc. will be installed in the presence of the farmer. During installation the farmer must be introduced to the various components and sub components of the system and should be given tips about their maintenance, upkeep, safety etc.
- i. After installation, the operation of the pump must be demonstrated to the farmer and she/he should be adequately trained in the operation, maintenance and upkeep of the pump.
- j. On completion of training the pump should be handed over to the concerned farmers in the presence of the authorized representative of PMU/UNDP/OREDA/SCC, authorized representative of the sponsoring government department, and such other persons who may be available in the village. A completion certificate format is attached at Annexure-II.
- k. Collection of all documents, including GPS tagged photograph showing the PV array, water discharge from the pump and the farmer in the inset.
- l. Installation of a sign board (preferably made of aluminum sheet) under the PV array on which the name of the farmer, date of installation of the pump, name of the supplying firm, name of the person responsible for installation, telephone

number of the service centre/ toll free number **(1800-345-7135)** for service enquiries and all other relevant information must be written legibly in Odiya language only.

- m. The bidder will have to arrange a display board at a prominent place on the project site to the effect that the project has been financially supported under MNRE-UNDP/GEF Project on Scale up Access to Clean Energy for Rural Productive Uses.
- n. Following commissioning of the project, submission of all documents as detailed in the tender document including the joint Commissioning report to OREDA to facilitate payment.
- o. Periodic maintenance of the system as detailed in this tender.
- p. Opening of service centre/keeping servicing personnel and making available all essential spares in the vicinity of the solar water pumping system.
- q. Submission of periodic reports and returns as per the MIS prescribed by OREDA from time to time.
- r. Coverage, Comprehensive Maintenance for 5 years.
- s. Performance guarantees for the rated delivery / discharge of water as per standard test condition.
- t. Getting the drawing of the module mounting structure
- u. While cabling the array, care must be taken to firmly tie the cables to the panel frame structure. No loose / open cables lie anywhere in the field or area around the array.

3. Eligibility Criteria:

In order to be eligible to participate in the tender, the bidder must fulfill the following eligibility criteria. Any discrepancy or deviation from the same shall make the bidder ineligible for participating in the tender

- a) The bidder must be :

A registered company/firm with manufacturing facility in India either for solar PV panels of capacities 100 watt and above or of Solar PV pumps of 0.5HP/500 W capacity

OR

A System Integrator of Solar PV Pumping system required under this tender.

In either case the bidding firm/company must be having a valid test report of the pump being manufactured/integrated by it in the name of the company/firm from a MNRE accredited Test lab.

- b) The bidder should have valid CST/OVAT/TIN Registration certificate in the state. A copy of which should be enclosed.
- c) The bidding company/firm must have been rated by any of the approved rating agencies of MNRE like ICRA, CRISIL etc for SPV systems and must be holding necessary certificate to that effect.
- d) The bidding company/firm must have a minimum cumulative turnover of Rs 6 (Six) Crores, over last three years exclusively in the business of solar PV. As proof of the same a certificate to the effect duly signed and stamped by a registered chartered accountant in the letter head of the CA's firm must be included in the tender document.
- e) The bidding company/firm must have got tested its solar water pumping system as mentioned in the technical specification in any of the authorized test centers of MNRE, GOI and possess valid test certificates against the same in the name of the company/ firm (documentary evidence in support should be furnished).
- f) The Solar PV water pumping systems including all its components and sub-components must be in compliance to the relevant MNRE technical specification.

- g) The bidder's company/firm must have installed and commissioned at least 25 Solar Photovoltaic Water Pumping Systems.
- h) The Cumulative Experience of the Bidder in executing contracts of Off-Grid Solar Photovoltaic Systems/Power plants (Installed & Commissioned) must be at least 1200 KW.

OR

The cumulative manufacture and supply of Solar PV Pumps (Tested & Certified by MNRE accredited lab) of the Bidder must be of at least 250 Number.

- i) The bidder must have ISO 9001:2008 certification.
- j) Registered start-up companies and Local SMEs subject to their meeting all the specifications and terms/conditions (except the experience and turnover) and matching L1 price can be considered for allotment of up to maximum 250 pumps. In case more than one such company is selected, this quantity will be divided within them basing on their performance etc.
- k) Following award of work the bidder's company/firm must be open cluster level service centers adequately equipped with technical personnel, spares, tools and tackles etc. to provide proper maintenance services to the installed systems. The service centers must be established prior to commencement of work.
- l) The firm must not have been debarred / blacklisted / defaulted by any Govt. Dept, agency, PSUs / institution / agencies / autonomous organizations. As proof of the same the bidder shall submit duly notarized a self-certificate by an authorized person of the bidder's company/firm.
- m) The bidder shall not assign or transfer sub-contract to the supply / installation orders given by any government/ PSU/ agency except in case of govt organization having associates experienced in Solar pump business in the state of Odisha only.
- n) The bidder's firm/ agency shall submit an affidavit towards the submission of above documents in support of authenticity of documents.

4. Instructions to Bidders

Intending bidders are requested to carefully study the instructions contained hereunder before preparing their bid documents for submission.

- a. A Bidder shall submit a single offer-bid only.
- b. Bids must be submitted in English language only.
- c. Incomplete, telegraphic or conditional bids shall not be accepted.
- d. Prices quoted must be firm and fixed. No price variation / escalation shall be allowed during process of completion of the project or for a period of one financial year whichever is earlier.
- e. 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.
- f. Valid TIN / O-VAT / CST / e-filing submission document duly attested must be submitted along with the bid. **All rules and circulars of Finance Department, Govt. of Odisha issued from time to time will be applicable during project period from issue of tender to the completion of 5 years CMC period.**
- g. Deviations in terms and conditions, Specification of material, Inspection clause etc. will not be accepted under any condition.
- h. The bidders should furnish the information on all past supplies and satisfactory performance.
- i. 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.
- j. The bidder shall furnish a brief write up backed with adequate data, explaining capacity and experience (both technical and commercial) for the manufacture and supply of the required systems, equipments within the specified time of completion after meeting all their commitments.
- k. The bidders shall submit reports on the financial standing of its company/firm such as audited profit and loss statements, balance sheets and auditor's reports, bankers' certificates etc. All accounting statements submitted should be duly audited and with proper auditor's note on accounts and accounting standards.

- l. Bids without E.M.D will not be accepted unless exempt.
- m. Since timely execution of supply / installations is of paramount importance, requests for extension of time shall not be ordinarily entertained.
- n. Canvassing in any manner shall not be entertained and will be viewed seriously leading to rejection of the bid.
- o. Certificate to the effect that the systems to be supplied are indigenous & not fully imported must be furnished.
- p. Power of attorney to sign the agreement on behalf of bidders & partnership deed articles, if any, should be enclosed along with original bid documents.
- q. Notice inviting Tender, bid documents, prescribed Technical bid, price bid, terms & conditions will form the part of the tender.
- r. All pages of the bid documents must be signed & sealed by the authorized person on behalf of the bidders.
- s. 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 of the same and forfeit the amount.
- t. The supplied materials should strictly comply with the specifications as mentioned in the bid; otherwise the material would be liable for rejection. The valid test report on components issued by the accredited test centers of MNRE, GOI are to be submitted.
- u. Any clarification on the technical specification and commercial terms and conditions may be clarified in writing from OREDA.
- v. Deviation of any commercial terms and condition and technical specification shall not be entertained under any circumstances
- w. OREDA will not be responsible for any incidental or consequential losses of the firms while execution and till expiry of the period of maintenance.
- x. All the bidders shall essentially indicate the break-up of prices as shown in Price bid.
- y. The Chief Executive, OREDA shall award the contract to the successful bidders whose bids shall be qualified after evaluation in terms of the responsiveness and lowest standardized rate determined on the basis price bids
- aa. If qualified, the bidder must open a local office at Bhubaneswar before commencement of works and a service centers fully equipped with technical

person and spare parts at cluster level in the district where solar pumps installed. Such facility must have proper mailing address with contact person detail from time to time for all documents. All supply / installation orders shall be placed with the state local registered office of the qualified empanelled bidders having valid Odisha TIN/ OVAT as per the FD circular no 5439 dtd 25.02.14.

bb. On award of contract the qualified bidder shall be termed as executing agency.

cc. During the warranty period, PMU, 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.

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.

Chief Executive

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

Signature of Bidder with Seal

5. 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(transit as well as post installation for 5 years) and transportation FOR destinations throughout entire state where the system will be installed as per the order.

Tax & Duties etc.:

All taxes and duties as admissible will be deducted from each bill and certificate for such deduction will be issued.

Earnest Money Deposit:

- Earnest money deposit Rs. 20.00 (Twenty) lakh as specified in the Table above is required to be deposited along with the bid without which the bid will not be accepted. No interest will be payable on the EMD amount under any circumstances.
- Earnest money shall be submitted 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. E.M.D would be refunded to the unsuccessful Bidders after finalization of the bid without any interest.
- E. M. D would be forfeited in case of non- compliance of the purchase order by the successful bidders. **EMD submitted shall be returned to successful bidders only after Security cum Performance Bank Guarantee against the entire allotment is deposited.**
- 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 successful bidders must deposit **Two numbers of bank guarantees** towards Security cum Performance Guarantee fees with the Chief Executive, OREDA, Bhubaneswar along with bills, challans and all other documents as per payment clause before processing of payment as follows

- i) 7.5 % of the ordered value in shape of irrevocable Bank Guarantees with **5 years validity** from the date of supply, installation and commissioning till the completion of respective warranty and CMC period of the composite system.
- ii) 2.5 % of the ordered value in shape of irrevocable Bank Guarantees with **10 years validity** from the date of supply, installation and commissioning till the completion of respective warranty period of the module.

Refund / forfeiture of security deposit/performance Bank Guarantee

The said deposit would be forfeited in the following cases

- u. if the systems are not installed and commissioned as per given schedules.
- v. If the systems are not properly maintained and the performance of the systems do not meet the standards mentioned in the work orders.

The first security deposit amount will be refunded after the expiry of the Warranty period and CMC period of the systems i.e 5 years after commissioning of each system, subject to satisfactory execution / performance of the systems.

The 2nd PBG will be refunded after the expiry of 10 years i.e module performance guarantee after successful performances.

Work Execution Schedule:

The work shall be executed only after receipt of the certified farmers' list from OREDA. Under normal circumstances a given work order must be fully accomplished within 180 days of receipt of the work order as well as the certified farmers' list.

In case of site problems that are beyond the control of the vendor and are likely to delay the execution the same must be promptly brought to the notice of OREDA and time extension/ alternate site may be sought failing which penalty clauses under this tender shall be applied against the delayed work.

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

Upon intimation about commissioning of the systems by the vendor a joint inspection will be carried out by OREDA, representative of the sponsoring Govt. department/agency and the vendor.

After such inspection a Joint Commissioning Report (JCR) shall be taken out with signatures of all above officers as well as the concerned farmer which shall form a major document for release of payment.

Validity of offer:

The price bid 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.

Tax return:

The bidders must submit attested copy of valid up to date CST / VAT clearance / e-filing submission 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 issue of purchase order, if required.

Warranty:

The Supplier warrants that the Goods(as per the test report issued by authorized test centre) supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions prevailing in the country of final destination.

This warranty shall remain valid for 60(sixty) months after the Goods or any portion thereof as the case may be, have been delivered to and commissioned and accepted at the final destination indicated in the Contract.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.

If the Supplier, having been notified, fails to remedy the defect(s), the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Penalty and termination of contract:

The systems shall be supplied, installed and commissioned within the scheduled time as mentioned in the supply / installation order. 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 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.

If at any time during the performance of the Contract the supplier should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the OREDA shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

A delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant, unless an extension of time is agreed upon without the application of liquidated damages.

Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- if the Supplier fails to perform any other obligation(s) under the Contract.
- If the supplier, in the judgment of OREDA has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

Inspection:

Pre delivery inspection of major components may be carried out by a team of designated officials of OREDA/PMU-MNRE/UNDP, any other department as may be considered appropriate at the factory site of the vendor/manufacturer. Before dispatch of consignment intimation shall be given sufficiently ahead so that no delay occurs for deputing officials and inspection at the premises / test site.

- The rest of the tests and inspections shall be made at the place of delivery. Officers authorized by OREDA/PMU-MNRE/UNDP 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. The water output as per technical specification has to be guaranteed without any controversies of variation of water table.
- OREDA shall have the right to have the tests carried out at its own cost by an independent agency at any point of time.

Payment:

Payment will be made in installment of minimum 50 (Fifty) solar water pumping system installed out of the total supply/installation order issued against the respective executants in the following manner

- i) **90%** of the total value of systems with full taxes / duties (excluding CMC charges) will be made after commissioning of the project. The check list of documents to be submitted along with the bills and Security cum Performance Bank Guarantee for release will be as per the purchase order issued.

For processing of the payment the indicative documents are to be submitted like all technical detail of the installed system, inspection and testing report, GPS tagged photograph of the solar PV array, pump with the farmer in the inset, handing over report, Warranty certificate, Joint commissioning certificate.

- ii) Balance **10%** of the systems and other order value (excluding CMC charges) will be released after 3 months of successful functioning of the system subject to submission of power consumption/flow data and submission of all documents (report of completion training and signing of CMC effective from the date of total commissioning of systems of the supply / installation order) as given in the purchase order.

Allocation of supply / installation & Execution:

All supply / installation orders shall be placed with the state local registered office of the qualified empanelled bidders having valid Odisha TIN/ OVAT as per the FD circular no 5439 dt. 25.02.14.

In view of large geographical spread and expeditious completion of the project, it is imperative that there shall be multiple vendors subject to their acceptance to the L1 price discovered in the tender.

OREDA shall distribute the order among the first 5 successful bidders who submit their acceptance to L1 price. The L1 bidder will however be entitled to at least 30% of the total order subject to their performance with regards to quality of execution and timely completion of the allotted projects.

The allotment of the area / districts will be the discretion of the OREDA authority. However, while allocating the work / care will be taken to allot contiguous patches to bidders so that subsequent maintenance etc will be easier.

Comprehensive Maintenance Contract:

CMC will be applicable during the period of the warranty period of 5 years. 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 Annexure). The scope of CMC must cover supply of all spare parts, services and performance reports 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. The payment of annual maintenance charges under the Comprehensive Maintenance Contract shall be made on submission periodic maintenance reports duly certified by the concerned authorized officials of the Project Implementing Agency and countersigned by the authorized officer of OREDA. Upon receipt of such certificates CMC amount as applicable shall be paid at the end of 1st, 2nd, 3rd, 4th and 5th years.

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 supply / installation. All safety measures as per prevailing norms should be adopted. 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. The executants shall take all steps towards the security compliances.

Force Majeure:

In no event shall either Party have any liability for failure to comply with this Agreement, if such failure results directly from the occurrence of any contingency

beyond the reasonable control of the Party, including, without limitation, strike or other labor disturbance, riot, major power failure, war, natural calamities including but not limited to floods, earthquakes, fire, volcanic eruptions, epidemics, National Emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a " Force Majeure Event"). In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party who has been so affected shall as soon as may be, after coming to know of the Force Majeure Event, inform the other Party and shall take reasonable steps to resume performance as soon as may be after the cessation of the Force Majeure Event. If the period of nonperformance due to a Force Majeure Event exceeds thirty (30) days, the Party whose ability to perform has been so affected may, by giving written notice, terminate this Agreement.

Dispute:

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

Chief Executive

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

Signature of the bidder with Seal

TECHNICAL SPECIFICATIONS OF SOLAR WATER PUMP

Standards/Quality:

A. PV ARRAY

The SPV water pumping system for irrigation proposed under this tender should be operated with a PV array of 500 Watt, peak capacity measured under Standard Test Conditions (STC). Modules having capacity above 150Wp should only be provided in the array to obtain the required array power output. Indigenously produced PV module (s) containing mono/ multi crystalline silicon solar cells should only be used.

- Modules supplied with the SPV water pumping systems should have certificate as per IEC 61215 specifications or equivalent National or International/ Standards.
- Modules must qualify to IEC 61730 Part I and II for safety qualification testing.
- The efficiency of the PV modules should be minimum 14% and fill factor should be more than 70%.
- The terminal box on the module should have a provision for “Opening” for replacing the cable, if required.

B. MOUNTING STRUCTURES AND TRACKING SYSTEM

- The PV modules should be mounted on three metallic structures consisting of a sturdy steel mast with a pedestal of appropriate strength that can be grouted into a concrete foundation and a steel framework of adequate strength to fasten the modules. **The structure should be appropriately designed to withstand high wind velocities up to 200 km per hour.**

(The bidder is required to submit a certificate from an authorized chartered engineer with regards to the strength and durability of the structure)

- All steel members of the structure including the pole, base plate, braces etc. should be hot dip galvanized with minimum 80 micron thickness.
- Only anti-theft fasteners should be used in the mounting structure.
- To enhance the performance of SPV water pumping systems, manual or passive tracking system must be used with arrangement for seasonal tilt angle adjustment and three times manual tracking in a day should be provided.
- Since security of solar panels is a major concern it is required to design the pole

and structure in such a way so that the chances of theft can be minimized. **(the bidder is required to provide a detailed note on their proposed arrangements for minimizing the chances theft)**

C. MOTOR PUMP-SET

The SPV water pumping systems should only use DC Surface motor pump set only with due approval from Test Centres of the Ministry. Solar Pumps should have the following features:

- Solar PV Modules Capacity to be provided (Wp): 500 WP
- Discharge: 5000 to 8000 LPD (10 Mtr. Head)
- Shut off Dynamic Head: 20 Mtrs
- Capacity of Pump (in HP): 0.5 HP

** Water output figures are on a clear sunny day with three times tracking of SPV panel, under the "Average Daily Solar Radiation" condition of **7.15 KWh/ sq.m. on the surface of PV array (i.e. coplanar with the PV Modules).***

- Pumps should have ISI specification and pumps approved by MNRE will be given preference.
- The pump should be provided with specially developed mechanical seals so as to ensure zero leakage.
- The suction and delivery head will depend on the site specific condition of the field.
- The suction/ delivery pipe , electric cables, civil work and other fittings required to install the system.
- The following details should be marked indelibly on the motor pump set
 - a) Name of the Manufacturer or Distinctive Logo,
 - b) Model Number and serial Number.
- All the parts of the submersible pump should be made of stainless steel.

D. ELECTRONICS AND PROTECTIONS

- Maximum Power Point Tracker (MPPT) should be included to optimally use the Solar panel and maximize the water discharge.
- Adequate protections should be incorporated against dry operation of motor

pump set, lightning, hails and storms. Full protection against open circuit, accidental short circuit and reverse polarity should be provided.

- Most parts of Odisha being prone to lightning adequate protection must be given against the same by providing appropriate lightning arrester, Surge Protection Devices etc.

E. ON/OFF SWITCH

A good reliable switch suitable for DC use is to be provided with the motor pump set. Sufficient length of cable should be provided for inter-connection between the PV array and the motor pump set.

- The controller must have IP 54 protection or must be housed in a cabinet having at least IP 54 protection.
- Adequate protections should be incorporated against dry operation of motor pump set, lightning, hails and storms.
- Full protection against open circuit, accidental short circuit and reverse polarity should be provided.

Provision for remote monitoring of the installed pumps must be made in the controllers or the inverters either through an integral arrangement or through an externally fitted arrangement. It should be possible to ascertain the daily water output. In case the site does not have mobile connectivity, provision for data dumping must be provided.

OPERATION AND MAINTENANCE MANUAL

An Operation and Maintenance Manual in Odiya language, should be provided with the solar PV pumping system. The Manual should have information about solar energy, photovoltaic, modules, DC motor pump set, tracking system, mounting structures, electronics and switches.

It should also have clear instructions about mounting of PV module, DO's and DONT's and on regular maintenance and Trouble Shooting of the pumping system. Name and address of the person or Centre to be contacted in case of failure or complaint should also be provided. A warranty card for the modules and the motor pump set should also be provided to the beneficiary.

Check list of documents to be submitted along with the bid

Sl no	Particulars	Complied	Page-no / Flag
1	Bank draft for Rs.10,500/- as tender cost or exempt as admissible with proof	Bank No Dt	
2	Bank draft or Bank guarantee towards Earnest Money deposit or exempt as admissible with proof.	Bank No Dt	
3	Forwarding letter duly signed and stamped by the bidder		
4	Undertaking duly signed and stamped by the bidder.		
5	Document stating the status of the bidder as manufacturer /systems integrator		
6	Copy of the PAN card of the bidder's firm		
7	Copy of the TIN card of the bidder's firm		
8	Copies of Tax returns, VAT/ e-filing		
9	Document stating annual turnover in solar business duly signed and stamped by a registered chartered accountant on the letter head of the chartered accountant		
	Annual audited balance sheets for 2013-14		
	Annual audited balance sheet for 2014-15		
	Annual audited balance sheet for 2015-16 (provisional)		
10	Proof of installation (Copies of work orders as well as [performance certificates given by the respective organizations may be enclosed)		
11	Original Board resolution to undertake the work under the jurisdiction of the local office, if qualified		

12	Proof of establishment of Quality assurance systems and organization		
13	Valid Test report of solar PV module from MNRE authorised test centres showing compliance to IEC 61215 & IEC 61730		
14	Valid Test reports of Solar PV water pumping systems		
15	Willingness to open service centre in the state of Odisha and Local registered office for total execution		
16	Undertaking for Indigenous of the supplied items		
17	All accounting statements with auditor's note		
18	Undertaking to unconditionally accept all terms and conditions of the bid document with copy of Board Resolution		
19	Power of attorney to sign the agreement on behalf of bidders & partnership deed articles, if any.		
20	Organizational profile containing the original documents defining the constitution or legal status, place of registration.		

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

Sub: Submission of tender for Supply, Installation, testing, Commissioning & Maintenance for 5 years of **Design, Supply, Installation and commissioning of Small Solar PV Water Pumps for Enhanced Livelihood of Vegetable Growers** vide tender call **Notice No. / OREDA, dtd -**

Madam,
Having studied the Tender document carefully i/we, the undersigned, offer to submit our tender for the supply / installation of Design, Manufacturing, Testing, Supply, Installation, Commissioning & Maintenance for **Enhanced Livelihood of Vegetable Growers** in conformity of the tender document.

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

I/we submit our tender 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 any reasons thereof and shall not be held liable for any such action.
- (c) Any genuine changes made by OREDA in the interest of the supply / installation with respect to the technical requirement during the course of project implementation will be acceptable.
- (d) All acts, rules, regulations, norms and conditions of Govt of India and Govt of Odisha shall be applicable during the process of tender and during the period of execution of project including CMC period.

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 Tender 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 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 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 work order..
6. In case we fail to commission the allotted numbers of pumps as per the time schedules given by OREDA 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 above security deposit made by us against award of work order..
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. 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 tender for Supply, Installation, testing , Commissioning & Maintenance
gfor 5 years of **Design, Supply, Installation and commissioning of Small
Solar PV Water Pumps for Enhanced Livelihood of Vegetable Growers**
vide tender call **Notice No. / OREDA, dtd -**

Madam,

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

DECLARATION

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

To,

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

Sub: Submission of tender for Supply, Installation, testing , Commissioning & Maintenance gfor 5 years of **Design, Supply, Installation and commissioning of Small Solar PV Water Pumps for Enhanced Livelihood of Vegetable Growers** vide tender call **Notice No. / OREDA, dtd -**

Madam,

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

Yours faithfully,

Authorized signatory

(Stamp)

Certificate of Unconditional Acceptance of the tender

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

We _____
_ a prospective bidders for the work of **“Design, Supply, Installation and commissioning of Small Solar PV Water Pumps for Enhanced Livelihood of Vegetable Growers”** here by certify that we have carefully studied and understood the contents of the entire bid document comprising of 43 pages hoisted on the website of OREDA as well as tenderwizard.com/OREDA on 26/12/2016 and hereby confirm our unconditional acceptance to each and every line of the said bid document.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Confirmation to Technical Specifications

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

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

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Annexure-II of Finance Department Office Memorandum 4939 dtd 13.2.12, Govt of Odisha

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 and figures).and we undertake to pay you. Upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee)as aforesaid. without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Model Bank Guarantee format for Furnishing EMD

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

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

Sealed with the

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

THE CONDITIONS OF THIS OBLIGATIONS ARE

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

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

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

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

.....

Signature if the authorized officer of the bank

.....

.....

Name and Designation of the officer

.....

Seal, Name and address of the Bank and the Branch

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

**Annexure-II of Finance Department Office Memorandum 4939 dtd 13.2.12,
Govt of
Odisha
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 and figures).and we undertake to pay you. Upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid. without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the day of-----20----- Our branch at * (Name & Address of the ____ * branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our----- * branch a written claim or demand and received by us at our ____ * branch on or before Dt.-----otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

Name and designation of the 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 power plant supplied and install by M/S

.....

for five years.

This Comprehensive Maintenance Contract (CMC) is executed between the Orissa Renewable Energy Development Agency (OREDA) , S-3-59, Mancheswar Industrial Estate, Bhubaneswar-10, represented by its Deputy Director (Tech), Project Division herein after called as 1st. party and M/S

.....

.....

herein after called as 2nd party, for maintenance of sets offor a period of five years with effect from AD, supplied, installed and commissioned vide purchase order No Dated in village blocks of Districts.

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

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

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

4. An amount of 10% of the ordered value shall be kept as fees towards Performance guarantee for a period of 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 2nd party thereafter only.

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

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

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

8. The 2nd party should be in readiness to attend to the defects of any system (out of these Sets), as and when required by the beneficiary/ 1st party and ensure rectification of defects and restore functionality within seven days of lodging the complaints. The 2nd party shall furnish the status report after the maintenance work are over, which shall invariably bear the signature of the beneficiaries as per the format annexed herewith (format- II).
9. The 2nd party shall appraise the 1st party about the requirements and supply of spares during warranty as well as CMC period.
10. The 2nd party will ensure to submit quarterly reports of visits made by their representatives to the completed villages every three months during the warranty and CMC period.
11. The 1st party in consultation and cost sharing with the 2nd party will maintain a central complaint cell at Bhubaneswar 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

(1st Party)

(2nd party)with Seal

PRICE BID (to be filled in On-line Only)

SI No	Particulars	Price in INR
1	Design, Supply, installation, Commissioning, Packing, forwarding, Loading and unloading charges, Cost of Insurance for transit & for one year post installation and Training to end user of Small Solar PV Water Pumps for Enhanced Livelihood of Vegetable Growers	
2	Taxes and duties(OVAT)	
3	Sub Total (1 +2)	
4	Cost of Installation and commissioning of the systems	
5	Any other Taxes and duties or exempt	
6	Sub Total	
7	Total (3+6)	
8	CMC for 5 years from the date of Commissioning* 1 st year 2 nd year 3 rd year 4 th year 5 th year	
9	Taxes and duties	
10	Sub Total (8+9)	
11	Grand Total (7 +10)	

****Insurance and CMC for remaining 4 years may not be funded under the project***