



Request for Proposal (RFP) for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.

E-procurement Website: www.tenderwizard.com/OREDA

RFP no.: 153 dated 08 Jan 2021

Contact details:

Odisha Renewable Energy Development Agency (OREDA)

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

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

Email: ceoreda@oredaorissa.com. Website: www.oredaorissa.com

(This page is international left blank.)

Notice Inviting Tender (NIT)

NIT no.: 153 dated 08 Jan 2021

Type of bidding: Domestic Competitive Bidding (DCB)

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

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of Request for Proposal (RFP) on E-procurement Website and OREDA Website	11 Jan 2021
2.	Due date and time for receipt of pre-bid queries on the RFP	18 Jan 2021, Time: 1:00 PM
3.	Date and time for the pre-bid meeting through online mode only. Meeting invite link on google hangout platform: meet.google.com/irx-aqjw-qrh	20 Jan 2021, Time: 11:30 AM
4.	Due date of hosting of final RFP on E-procurement Website and OREDA Website	25 Jan 2021
5.	Due date and time for submission of online copies of Technical Bid and Price Bid	12 Feb 2021, Time: 5:00 PM
6.	Due date and time for submission of hardcopies of Technical Bid for select Bid Forms only	15 Feb 2021, Time: 1:00 PM
7.	Due date and time for the opening of Technical Bid for both online copies and hardcopies, except Price Bid	15 Feb 2021, Time: 3:00 PM
8.	Due date and time for the opening of online Price Bid, applicable only for the Bidders whose Technical Bids shall be responsive	To be intimated later

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

The Bidders are also requested to contact the E-procurement Service Provider (M/s. Tender Wizard) for online registration on the E-procurement Website. The Bidders may contact the E-procurement Service Provider at 080-40482000/ 121/ 133/ 140 and +91 70085 21627 at any time during the office hours for any additional information.

Note: OREDA reserves all the right to annul the bidding process and invite fresh Bids without liability or obligation for such invitation and without assigning any reasons.

Chief Executive, OREDA

Disclaimer

To whomsoever it may concern, kindly note the following:

1. This RFP is meant for the exclusive purpose of bidding against this RFP No. 153 dated 08 Jan 2021 and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
2. Though adequate care has been taken for the preparation of this RFP, the Bidder shall satisfy itself that the RFP is complete in all respect. Intimation of any discrepancy shall be given to OREDA immediately. If no intimation is received from any Bidder in their pre-bid queries, it shall be considered that the RFP is complete in all respects and has been accepted by the Bidder.
3. OREDA reserves all the right to modify, amend, or supplement this RFP by issuing Addendum from time to time in the interest of the Project.
4. OREDA reserves all the right to extend the timelines mentioned in the Schedule of Events of NIT by issuing Corrigendum from time to time in the interest of the Project.
5. While the RFP has been prepared in good faith, neither OREDA nor OREDA's employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions or absence herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, and completeness of this RFP, even if any loss or damage is caused by any act or omission on OREDA's part.

Exhibit

Definitions

The following definition and abbreviation shall have the meanings hereby assigned to them, as mentioned under the description herewith:

Definitions and abbreviation	:	Description
AC	:	shall mean Alternating Current
Acceptance	:	shall mean acceptance of the Project and when the Acceptance Certificate is issued to the Successful Bidder and as per the meaning ascribed to it in SOW Clause 3.2.1.5
Acceptance Certificate	:	shall mean formal acceptance of the Project by OREDA by issuing an Acceptance Certificate, as per the meaning ascribed to it in SOW Clause 3.2.1.5
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Amendment	:	shall have the meaning ascribed to it in GCC Clause 5.1.2
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Work Order hereto, the standard set forth in this Work Order hereto, shall be deemed to be the standards under Applicable Laws
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
BDS	:	shall mean Bid Data Sheet
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
Coercive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Collusive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Commissioning Report	:	shall have the meaning ascribed to it in Appendix Clause 7.5.4
Commissioning	:	shall have the meaning ascribed to it in SOW Clause 3.2.1.4
Construction Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Corrigendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.2
Corrupt Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
Defect Liability	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Defect Liability Period	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Delay Liquidated Damage	:	shall have the meaning ascribed to it in GCC Clause 5.5.1
Detailed Workplan	:	shall have the meaning ascribed to it in GCC Clause 5.4.2.2
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the date of issuance of the Work Order
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean www.tenderwizard.com/OREDA
Equipment	:	shall have the meaning ascribed to it in SOW Clause 3.2.1.1
Estimated Cost	:	shall mean the estimated cost by OREDA and shall have the meaning ascribed to it in ITB Clause 2.1.3

Definitions and abbreviation	:	Description
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
FOR	:	shall mean Freight on Road
GCC	:	shall mean General Conditions of Contract
Government	:	shall mean Government of India or any State Government, as applicable, which includes government agencies and public sector undertakings
Incoterms	:	Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
ITB	:	shall mean Instructions to Bidders
Month	:	shall mean a calendar month
NIT	:	shall mean Notice Inviting Tender
CMC	:	shall mean Comprehensive Maintenance Contract
CMC Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OREDA	:	shall mean Odisha Renewable Energy Development Agency
OREDA Website	:	shall mean http://oredaodisha.com/
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean ceoreda@oredaorissa.com
Package	:	shall have the meaning ascribed to it in Clause 1.7.1.1
PKI	:	shall mean Public Key Infrastructure
Project Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/ Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency;
PV	:	shall mean Photo Voltaic
QR	:	shall mean Qualification Requirement
RFP	:	shall mean Request for Proposal
SCC	:	shall mean Special Conditions of Contract
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work
Successful Bidder	:	shall mean the Successful Bidder who is awarded the Work Order
Tax	:	shall mean all taxes and duties pursuant to any Applicable Laws (whether currently in force or coming into force on or after the last date for submission of online Bid), including, all goods and services tax, tax on the sale of goods (which includes but is not limited to customs duty, anti-dumping duty, basic customs duty, safeguard duty and import duties), duties, but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty or any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees and further includes any interest, surcharge, penalty or fine in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above;

Definitions and abbreviation	:	Description
TDS	:	shall mean Tax Deduction at Source
Technical Specification	:	shall have the meaning ascribed to it in Appendix Form 1 under Annexure Clause 7.5.1
Total Price	:	shall mean the final price considered in the Work Order
UTR	:	shall mean Unique Transaction Reference number
Empanelment Order	:	shall have the meaning ascribed to it in ITB Clause 1.6.2
Year	:	shall mean the calendar year

Interpretation

In the Bidding Document and Work Order, except where the context requires otherwise:

- 1.1.1. words indicating one gender include all genders;
- 1.1.2. words indicating the singular also include the plural and words indicating the plural also include the singular;
- 1.1.3. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- 1.1.4. “written” or “in writing” means hand-written, type-written, printed, or electronically made, and resulting in a permanent record; and
- 1.1.5. The marginal words and other headings shall not be taken into consideration in the interpretation of these conditions.

Table of Contents

Notice Inviting Tender (NIT)	2
Disclaimer	3
Exhibit	4
Definitions.....	4
Interpretation	6
1. Instruction to Bidders (ITB)	9
1.1. General.....	9
1.2. Contents of the RFP.....	10
1.3. Preparation of Bids.....	11
1.4. Submission and Opening of Bids	16
1.5. Evaluation and Comparison of Bids	18
1.6. Issue of Letter of Intent for empanelment	19
1.7. Empanelment Order.....	20
2. Bid Data Sheet (BDS)	22
2.1. Specific provisions of ITB.....	22
3. Scope of Work (SOW)	26
3.1. About the Project.....	26
3.2. Roles and Responsibilities	26
3.3. Technical details of Project	29
3.4. Project Timelines.....	29
4. Qualification Requirement (QR)	30
4.1. General Qualification Requirement.....	30
4.2. Specific Qualification Requirement	31
4.3. Technical Qualification Requirement	32
4.4. Financial Qualification Requirement	33
5. General Conditions of Contract (GCC)	34
5.1. General.....	34
5.2. Payment	35
5.3. Intellectual Property	36
5.4. Execution of the Project	37
5.5. Guarantees and Liabilities.....	39
5.6. Risk Distribution	41
5.7. Change in Work Order Elements	43
5.8. Disputes and Arbitration.....	46
6. Special Conditions of Contract (SCC)	48
6.1. Specific provisions of GCC	48
7. Annexure	50
7.1. Bid Forms – Technical Bid	50

7.2. Bid Forms – Price Bid76

7.3. Letter of Intent Forms.....82

7.4. Pre-bid Form88

7.5. Appendix to SOW - Project89

7.6. Appendix to SOW – CRC guidelines104

7.7. No claim/ lien certificate114

1. Instruction to Bidders (ITB)

Section 1 (ITB) provides general overview and contents of RFP along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of Letter of Intent and Work Order, etc. Section 1 (ITB) shall be read in conjunction with Section 2 (BDS) and other provisions listed therein, shall be a complete document expressing all terms and conditions. In case of any interpretation issues, Section 2 (BDS) including any associated Addendum, Corrigendum and Clarification will supersede Section 1 (ITB).

1.1. General

1.1.1. Scope of RFP

- 1.1.1.1. In connection with the NIT, OREDA issues this Fountaining all the terms and conditions mentioned herein.
- 1.1.1.2. The RFP along with the NIT and any Addendum, Corrigendum, and Clarification, to be issued from time to time, shall be collectively termed as the Bidding Document. Such a Bidding Document shall be published on the E-procurement Website. In addition, such a Bidding Document shall also be uploaded on OREDA Website, but for viewing purposes only.
- 1.1.1.3. The name of the SOW including the associated NIT no., RFP no. and other details are specified in Section 2 (BDS).

1.1.2. Integrity Violation

- 1.1.2.1. The Bidder observes the highest standard of ethics all the time.
- 1.1.2.2. OREDA defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another Party;
 - b) "Fraudulent Practice" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a Party to obtain a financial or other benefit or to avoid an obligation;
 - c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any Party or the property of a Party to influence improperly the actions of the other Party;
 - d) "Collusive Practice" means an arrangement between two or more Parties designed to achieve an improper purpose, including influencing improperly the actions of other Party;
 - e) "Obstructive Practice" means
 - i. deliberately destroying, falsifying, altering, or concealing of evidence material to OREDA's investigation;
 - ii. making false statements to investigators in order to materially impede OREDA's investigation;
 - iii. failing to comply with requests to provide information, documents or records in connection with OREDA's investigation;
 - iv. threatening, harassing, or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - v. materially impeding OREDA's contractual rights of audit or access to information;

- f) "Integrity Violation" is an act which violates OREDA's policies, including (a) to (e) given above in the ITB Clause 1.1.2.2 and the following abuse, conflict of interest, retaliation against whistleblowers or witnesses, and other violations of OREDA's policies, including failure to adhere to the highest ethical standard.
- 1.1.2.3. OREDA will reject a Bid if it determines that the Bidder has, directly or indirectly through an agent, engaged in Integrity Violation including but limited to any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice and Obstructive Practice;
- 1.1.2.4. OREDA will impose remedial actions on any Bidder or an individual, at any time, in accordance with its policies and guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in OREDA-managed, -administered, or -supported activities or to benefit from an OREDA-managed, -administered, or -supported, financially or otherwise, if it at any time determines that the Bidder or individual has, directly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation; and
- 1.1.2.5. OREDA will have the right to inspect the accounts, records, other documents, etc. of the Bidders and relating to the Bid submission and to have them audited at any point in time.

1.2. Contents of the RFP

1.2.1. Sections of the RFP

- 1.2.1.1. The RFP consists of the following Sections as indicated below and should be read in conjunction with the NIT and any Addendum, Corrigendum and Clarification.
 - a) Exhibits
 - i. Definitions
 - ii. Interpretations
 - b) Section 1 – Instructions to Bidders (ITB)
 - c) Section 2 – Bid Data Sheet (BDS)
 - d) Section 3 – Scope of Work (SOW)
 - e) Section 4 – Qualification Requirement (QR)
 - f) Section 5 – General Conditions of Contract (GCC)
 - g) Section 6 – Special Conditions of Contract (SCC)
 - h) Section 7 – Annexure
- 1.2.1.2. OREDA is not responsible for the completeness of the Bidding Document if they were not obtained directly from E-procurement Website.
- 1.2.1.3. The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

1.2.2. Clarification on RFP, Site Visit and Pre-Bid Meeting

- 1.2.2.1. A prospective Bidder requiring any clarification on the RFP shall contact at OREDA's Office Address or write to OREDA's Official Email Id, prior to the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The queries shall be raised as per the format provided in Annexure Clause 7.4.
- 1.2.2.2. The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's designated representative may attend the pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage.
- 1.2.2.3. Any modification to the RFP shall be made by OREDA exclusively through the issue of an Addendum.

- 1.2.2.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 1.2.2.5. The Bidder is advised to visit and examine the Project site and its surroundings to obtain all information that may be necessary for the preparation of the Bids. The cost of visiting the Project site shall be at the Bidder's own expense.
- 1.2.2.6. The Bidder and any of its personnel and/ or agents will be granted permission by OREDA to enter the Project site for the purpose of such visit, but only upon the express condition that the Bidder, its personnel and/ or agents will release and indemnify OREDA and its personnel, agents, etc. from and against any liability in respect thereof, and the Bidder shall be responsible for any death or personal injury, loss of or damage to property, and any other loss, damage, costs, expenses, etc. incurred as a result of the inspection during the Project site visit.

1.2.3. Addendum, Corrigendum, and Clarification to the RFP

- 1.2.3.1. At any time, prior to the deadline for submission of Bids, OREDA may issue an Addendum, Corrigendum and Clarification.
- 1.2.3.2. OREDA may, at its discretion, extend the deadline for the submission of Bids by issuing a Corrigendum in order to give prospective Bidders reasonable time in preparing their Bids. At any point in time, the latest Corrigendum will supersede the Schedule of Events mentioned in the NIT or any previously issued Corrigendum.
- 1.2.3.3. OREDA may, at its discretion, modify or change any specific provisions of terms and conditions of the RFP or any Addendum issued previously by issuing an Addendum for such specific provisions. At any point in time, the provisions provided against a specific Clause in the latest Addendum shall supersede such provisions already provided in the RFP or any previously issued Addendum.

1.3. Preparation of Bids

1.3.1. Cost for preparation of Bid

- 1.3.1.1. The Bidder shall bear all the costs associated with the preparation and submission of the Bid, and OREDA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.2. Language of Bid

- 1.3.2.1. The Bid, as well as all correspondence and documents for any communications exchanged by the Bidder and OREDA, shall be written in the English language only.
- 1.3.2.2. Any supporting documents and printed literature that are part of the Bid may be submitted in another language provided they are accompanied by an accurate translation of the relevant passages in the English language only, in which case, for purposes of interpretation of the Bid, such English translation shall govern. In case of any misrepresentations in the English language vis-à-vis another language, OREDA, at its discretion, can reject the Bid submitted by the Bidder on the ground of misrepresentation of the information.

1.3.3. Documents comprising the Bid

- 1.3.3.1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4 respectively, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copies of the Technical Bid shall be submitted pursuant to ITB Clause 1.3.3.3 at OREDA's Office Address.
- 1.3.3.2. The online submission of the Technical Bid shall comprise the following:

Bid Form	Particulars
Bid Form 1 (Bid Processing Fee)	Copy of the “ e-payment ” for an amount and other details as mentioned in Section 2 (BDS) already made by the Bidder as per the various e-payment options (credit card, debit card, net banking, etc.) available on the E-procurement Website towards “ Bid Processing Fee ”.

Bid Form	Particulars
	<p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).</p>
Bid Form 2 (Cost of Bid)	<p>Copy of the “Demand Draft” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Cost of Bid” issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).</p>
Bid Form 3 (Bid Security)	<p>Copy of the “Demand Draft” or “Fixed Deposit Receipt” or “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).</p>
Bid Form 4 (Power of Attorney)	<p>Copy of the “Power of Attorney” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).</p>
Bid Form 5	Copy of the “ Covering Letter of Technical Bid ” duly signed by the

Bid Form	Particulars
(Covering Letter of Technical Bid)	<p>Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document along with an undertaking of select clauses of the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).</p>
Bid Form 6 (Technical Qualification)	<p>Copy of the “Technical Qualification” certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder’s technical qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).</p>
Bid Form 7 (Financial Qualification)	<p>Copy of the “Financial Qualification” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).</p>
Bid Form 8 (Test Certificates)	<p>Copy of the declaration of the “Test Certificates” for the Equipment as issued in the name of the OEM and/or Bidder from any valid MNRE/ NABL/ BIS accredited test labs as given in as mentioned in QR Clause 4.2.1 and shall be in line with Appendix Form 8 of Appendix Clause 7.5.8.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).</p>
Bid Form 9 (Self-certificate)	<p>Copy of the declaration of the “Self-certificate” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).</p>
Bid Form 10 (Undertaking for Indigenouness)	<p>Copy of the “Undertaking for Indigenouness” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of indigenously manufactured solar photovoltaic modules to be supplied during the execution of the Work Order.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 7 (Annexure).</p>
Bid Form 11 (No Deviation Certificate)	<p>Copy of the “No Deviation Certificate” duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 11 of Section 7 (Annexure).</p>
Bid Form 12 (Registration details)	<p>Copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 12 of Section 7 (Annexure).</p>
Bid Form 13 (PAN)	<p>Copy of the PAN card of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 13 of Section 7 (Annexure).</p>
Bid Form 14	<p>Copy of the “GST Certificate” of the Bidder.</p>

Bid Form	Particulars
(GST Certificate)	This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 14 of Section 7 (Annexure).
Bid Form 15 (Income Tax Return)	Copy of the last three (3) assessment year's " Income Tax Return " filing document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 7 (Annexure).
Bid Form 16 (Quality Assurance)	Copy of the declaration of " Quality Assurance " of the Bidder. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 16 of Section 7 (Annexure).
Bid Form 17 (Summary of the Bidder)	Copy of the " Summary of the Technical Bid " in Microsoft .xls or .xlsx format as per the checklist given therein. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 17 of Section 7 (Annexure).

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

Bid Form	Particulars
Bid Form 2 (Cost of Bid)	Original of the " Demand Draft " for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards " Cost of Bid " issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha. This shall be a non-refundable fee. This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).
Bid Form 3 (Bid Security)	Original of the " Demand Draft " or the " Bank Guarantee " for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards " Bid Security ". In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha. In case of a Bank Guarantee, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS). This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted. This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).
Bid Form 4 (Power of Attorney)	Original of the " Power of Attorney " issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.

Bid Form	Particulars
	This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).

1.3.3.4. The Price Bid shall comprise the following:

Bid Form	Particulars
Bid Form 18 (Covering Letter of Price Bid)	Copy of the “ Covering Letter of Price Bid ” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 18 of Section 7 (Annexure).
Bid Form 19 (Price Bid – Category A Bidder)	Copy of the “ Price Bid ” duly signed by the Authorized Signatory and stamped by the Bidder mentioning the Total Price for the Bid. This is a mandatory submission and shall be submitted in Microsoft xls. or .xlsx format only as per the requirements given in Bid Form 19 of Section 7 (Annexure).
Bid Form 20 (Price Bid – Category B Bidder)	Copy of the “ Price Bid ” duly signed by the Authorized Signatory and stamped by the Bidder declaring the acceptance to the lowest evaluated price (L1) as discovered during the bidding process. This is a mandatory submission and shall be submitted in Microsoft xls. or .xlsx format only as per the requirements given in Bid Form 19 of Section 7 (Annexure).

1.3.3.5. For online submission of the Technical Bid and Price Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column “Bid Form” given in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4. **For example, the name of the online copy while uploading Form 1 shall be “Bid Form 1 (Bid Processing Fee)”** to be submitted either in .pdf or .jpg or .jpeg format.

1.3.3.6. The Bid Forms must be submitted without any alterations to the text, and no substitutes shall be accepted in whatsoever condition, else the Bids shall be liable for rejection.

1.3.3.7. In case a submission is a mandatory submission as per all terms of the Bidding Document then the Bidder shall adhere to the same, else the Bids shall be liable for rejection.

1.3.4. Bid Prices

1.3.4.1. The Bidder shall fill in the Price Bid in line with the instructions mentioned in the Price Bid format as given under Bid Form 19 and Bid Form 20.

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

1.3.5. Currencies of Bid and Payment

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

1.3.6. Period of Validity of Bids

1.3.6.1. Bids shall remain valid for the time period as specified in Section 2 (BDS) after the last date of Bid submission as prescribed in the NIT or its subsequent Corrigendum. A Bid valid for a shorter period than the above shall be liable for rejection by OREDA.

1.3.6.2. In exceptional circumstances, prior to the expiration of the Bid validity period, OREDA may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 1.3.7, it shall also be extended suitably beyond the deadline of the extended validity period on a mutual basis beyond the initial validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

1.3.7. Bid Security

1.3.7.1. The Bidder shall furnish Bid Security as per the Bid Form 3 pursuant to ITB Clause 1.3.3.2.

1.3.7.2. Unless otherwise specified in Section 2 (BDS), any Bid not accompanied by a fully compliant Bid Security in case one is required in accordance with ITB Clause 1.3.7.1, shall be liable for rejection by OREDA as non-responsive Bid.

1.3.7.3. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of unsuccessful Bidders shall be returned within a maximum time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.

1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Successful Bidder shall be returned within a maximum time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.

1.3.7.5. The Bid Security received against the previous RFPs shall not be adjusted towards the Bid Security to be submitted against this RFP.

1.3.7.6. The Bid Security shall be forfeited,

- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
- b) if the Successful Bidder fails to
 - i. accept the Empanelment Order pursuant to ITB Clause 1.6;
 - ii. furnish the Performance Security pursuant to ITB Clause 1.6.3; or
 - iii. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6.

1.3.8. Format and Signing of Bid

1.3.8.1. The Bid Form as given in ITB Clause 1.3.3 or any electronic form, if any and as available on the E-procurement Website, or any external form in Microsoft .xls or .xlsx format for the Technical Bid and the Price Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB Clause 1.4.1.1, unless a specific instruction provided therein in the RFP Document.

1.3.8.2. The original documents of the Bid shall be typed or written in indelible ink and shall be signed by the Authorized Signatory supported by the seal of the Bidder. In case the original documents are issued by any third party (for example - the chartered accountant, etc.) then the same shall be signed by a person duly authorized to sign on behalf of the third party supported by the seal of the third party along with other details as required.

1.3.8.3. The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.

1.3.8.4. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

1.4. Submission and Opening of Bids

1.4.1. Sealing and Marking of Bids

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

1.4.2. Deadline for submission of Bids

- 1.4.2.1. The Bids must be submitted to OREDA through E-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum.
- 1.4.2.2. OREDA may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in accordance with ITB Clause 1.2.3.2, in which case all rights and obligations of OREDA and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.4.3. Late Bids

- 1.4.3.1. OREDA shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 1.4.2. Any Bid (either online or offline) received by OREDA after the deadline for submission of Bids shall be declared as a late Bid. Such late Bids shall be liable for rejection online, and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hardcopies in the original form shall be returned unopened to the Bidder.

1.4.4. Withdrawal, Substitution, and Modification of Bids

- 1.4.4.1. A Bidder may withdraw, substitute, or modify its Technical Bid or Price Bid after it has been submitted as per the procedure mentioned in the E-procurement Website and as per the instructions mentioned in ITB Clause 1.4.1.1.
- 1.4.4.2. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of Bid validity period specified by the Bidder on the Covering Letters of Technical Bid and Price Bid or any extension thereof as per the terms of Bidding Document.
- 1.4.4.3. Bidder may modify or withdraw their Bids through the relevant provisions on the E-procurement Website until the last date for submission of Bid as per the timelines mentioned in the NIT or any Corrigendum.
- 1.4.4.4. The Bidders may modify, resubmit, or withdraw their Bids as per the provisions given on the E-procurement Website.
- 1.4.4.5. In the case of original hard copies of the Bidder, such Bids will be considered based on the latest submission made by the Bidder. In such a case, any previous original hard copies shall be returned unopened to the Bidder.

1.4.5. Acceptance/ rejection of the Bids

- 1.4.5.1. The Bids submitted by the Bidders shall be liable for rejection in case
 - a) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online or hardcopy submission of Technical Bid pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.
 - b) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause 1.3.3.4.
 - c) Late Bids received as per ITB Clause 1.4.3.
 - d) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
 - e) The Bids are found non-responsive pursuant to all the relevant clauses in the Bidding Document.

1.4.6. Bid Opening

1.4.6.1. Technical Bid (Online and hardcopies)

- a) Online Technical Bid:

- i. OREDA shall open the online Technical Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.
- b) Hardcopies of Technical Bid:
 - i. OREDA shall open the hardcopies of the Technical Bids at OREDA's Office Address as per the timelines mentioned in the NIT or any Corrigendum. Such Technical Bid shall be opened in the presence of Bidders' designated representatives who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.
 - ii. The Bidders' representatives who are present during the opening of hardcopies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- c) OREDA shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.

1.4.6.2. Price Bid (online):

- a) OREDA shall conduct the opening of the Price Bids for all Bidders who are responsive in their Technical Bids after the evaluation being conducted by OREDA pursuant to ITB Clause 1.5.
- b) The Price Bids shall be opened online after the complete evaluation of the Technical Bids by OREDA. OREDA shall open the online Price Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.

1.5. Evaluation and Comparison of Bids

1.5.1. Confidentiality

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

1.5.2. Clarification of Bids

- 1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical Bid and Price Bid, OREDA may, at its discretion, ask any Bidder for a clarification of its Bid. OREDA's request for clarification and the response shall be in writing only. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted. OREDA reserves all the rights to evaluate any such response received from the Bidder based on the clarification to be sought.
- 1.5.2.2. If a Bidder does not provide clarification of its Bid by the date and time set in OREDA's request for clarification, such Bid shall be liable for rejection.

1.5.3. Examination of Technical Bids

- 1.5.3.1. OREDA shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission and ITB Clause 1.3.3.3 for hardcopy submission have been provided in order to assess the completeness of the Technical Bid.

1.5.3.2. OREDA shall confirm that all the requirements have been provided in the Technical Bid in all respect. If any of the documents or information is missing, the Bid shall be liable for rejection.

1.5.4. Responsiveness of Technical Bid

1.5.4.1. OREDA's determination of a Technical Bid's responsiveness shall be strictly based on the contents of the Technical Bid, as mentioned in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.

1.5.4.2. If a Bid is not responsive to the requirements of the RFP, it shall be liable for rejection by OREDA and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

1.5.5. Qualification of the Bidder

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

1.5.5.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 1.3.3.

1.5.5.3. An affirmative determination shall be a pre-requisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in the disqualification of the Bid.

1.5.6. Correction of Arithmetical Errors

1.5.6.1. During the evaluation of Price Bids, OREDA shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.

1.5.6.2. If the Bidder that submitted the lowest evaluated (L1) Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

1.5.7. Evaluation and comparison of Bids

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

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

1.5.8.1. OREDA reserves all the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time prior to the issue of Work Order, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hard copies in the original form shall be returned unopened to the Bidder.

1.6. Issue of Letter of Intent for empanelment

1.6.1. Award Criteria

1.6.1.1. The various categories of the Bidders considered in this Bidding Document are mentioned in Section 2 (BDS).

1.6.1.2. The Successful Bidders shall be selected as per the allocation procedures mentioned in Section 2 (BDS).

1.6.2. Issue of Letter of Intent

- 1.6.2.1. Prior to the expiry of the period of Bid validity, OREDA shall notify the Successful Bidder, in writing, that its Bid has been accepted. At the same time, OREDA may also notify all other Bidders of the results of the bidding. In addition, OREDA may publish the results on the OREDA Website and E-procurement Website.
- 1.6.2.2. OREDA shall issue a Letter of Intent, as per LOI Form 1 under Section 7 (Annexure), to the Bidder whose Price Bid has been determined to be the lowest evaluated (L1) Bid and is responsive to the Bidding Document, provided further that the Bidder is determined to be qualified for the issuance of Letter of Intent satisfactorily.
- 1.6.2.3. Upon receiving the Letter of Intent, the Successful Bidder shall fulfill all other requirements given under the Letter of Intent and submit the below mentioned critical documents within a maximum time period of fifteen (15) Days from the date of Letter of Intent and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

Sl. No	Critical documents
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to OREDA
2.	Submission of Performance Security as per ITB Clause 1.6.3

1.6.3. Performance Security

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

1.6.4. Issue of Empanelment Order

- 1.6.4.1. Failure of the Successful Bidder to complete all the formalities mentioned in the Letter of Intent pursuant to ITB Clause 1.6.2 shall constitute sufficient grounds for the annulment of the Letter of Intent and forfeiture of the Bid Security. In that event, OREDA may issue the Letter of Intent to the next lowest evaluated (L2, L3, and so on in sequence) Successful Bidder at the same lowest evaluated (L1) price quoted by the first Successful Bidder. In all cases, the Bid of the Successful Bidder (s) as discovered through the process mentioned in BDS Clause 2.1.7 shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. In case any of the Bidder from L2, L3, and so on in sequence does not accept the Letter of Intent, then OREDA shall have the right to select the Successful Bidder or annul the bidding process, at its own discretion.
- 1.6.4.2. Upon completion of all the formalities mentioned in the Letter of Intent within the stipulated timeline by the Bidder, OREDA shall issue the Empanelment Order to the Successful Bidder(s) within a maximum time period of fifteen (15) Days.

1.7. Empanelment Order

1.7.1. Award of Empanelment Order

- 1.7.1.1. Empanelment of vendors under the Program shall be done separately for each of the following Packages representing different capacities. A Bidder can bid for one or more of the following Packages:

Package	Quantity	Type Light System	Area
Package 1	100	Mini Mast Lights	Anywhere in Odisha
Package 2	2000	Solar streetlights	Anywhere in Odisha

1.7.1.2. Empanelment Order shall mention the Discovered Price and the Package(s) under which the vendor is successful. The Discovered Price shall remain valid until the expiry of the Empanelment Period.

2. Bid Data Sheet (BDS)

Section 2 (BDS) shall supplement the Clauses mentioned in Section 1 (ITB). Whenever there is a conflict or interpretation issue, the provisions herein shall prevail over those in Section 2 (BDS). The Clause number of Section 2 (BDS) is the corresponding Clause number of Section 1 (ITB).

2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause													
2.1.1.	ITB Clause 1.1.1.3	<p>Name of the Project: Design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.</p> <p>NIT no.: [xxx]/OREDA/[xxx]/2021 dated [DD] [MMM] 2021 RFP no.: [xxx]/OREDA/[xxx]/2021 dated [DD] [MMM] 2021</p>													
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online pre-bid meeting.													
2.1.3.	ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3	<table border="1"> <thead> <tr> <th>Package</th> <th>Type Light System</th> <th>Bid Security (INR)</th> <th>Cost of Bid (INR)</th> <th>Bid Processing Fee (INR)</th> </tr> </thead> <tbody> <tr> <td>Package 1</td> <td>Solar based Mini Mast Lights</td> <td>1.30 Lakhs INR</td> <td rowspan="2">10,500 + GST</td> <td rowspan="2">5,000 + GST</td> </tr> <tr> <td>Package 2</td> <td>Solar Street Lights</td> <td>3.70 Lakhs INR</td> </tr> </tbody> </table> <p>Note: The Bidder who is exempted to pay the Cost of Bid and Bid Security shall produce the relevant certificates issued by the Government.</p> <p>The Bid Processing Fee shall be made in favour of "KSEDC Limited" payable at "Bengaluru".</p> <p>In case of the Bid Security submitted is in the form of a Bank Guarantee, the expiry date, and claim date are as follows:</p> <ul style="list-style-type: none"> Expiry date: One hundred and eighty (180) Days from the original last date of submission of online Technical Bid Claim date: Twelve (12) Months from the date of expiry 	Package	Type Light System	Bid Security (INR)	Cost of Bid (INR)	Bid Processing Fee (INR)	Package 1	Solar based Mini Mast Lights	1.30 Lakhs INR	10,500 + GST	5,000 + GST	Package 2	Solar Street Lights	3.70 Lakhs INR
Package	Type Light System	Bid Security (INR)	Cost of Bid (INR)	Bid Processing Fee (INR)											
Package 1	Solar based Mini Mast Lights	1.30 Lakhs INR	10,500 + GST	5,000 + GST											
Package 2	Solar Street Lights	3.70 Lakhs INR													
2.1.4.	ITB Clause 1.3.6.1	Bid validity period: One hundred and eighty (180) Days from the last date of Bid submission.													
2.1.5.	ITB Clause 1.4.1.1	<p>Procedure for submission of Bid:</p> <ul style="list-style-type: none"> For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only. The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink "Register Me" to fill in the online registration form. The unregistered Bidders are required to pay a registration fee in favour of M/s. KSEDC Limited (Karnataka State Electronics Development Corporation Limited) payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein. As soon as the verification is done by the E-procurement Website, the 													

BDS Clause reference	ITB Clause reference	Detailed Clause
		<p>user id will be enabled/ provided.</p> <ul style="list-style-type: none"> • After viewing the RFP on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by-step instructions are given below: <ul style="list-style-type: none"> - Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed. - Click/ Double Click to open the Microsoft Internet Explorer - Go to Start > Programs > Internet Explorer. Type the E-procurement Website address “www.tenderwizard.com/OREDA” in the address bar of Internet Explorer to access the Login Screen. - Enter user id and password, click on “Go”. - Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password. - Click “Un Applied” to view/ apply for a new RFP. - Click on the “Request” icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. <ul style="list-style-type: none"> ◦ Click on the “Show Form” icon. ◦ Bidding Document will appear on the screen. ◦ Click “Click here to download” to download the Bidding Document. • The Bidder shall submit the Bid either under Category A or Category B as per the terms of the Bidding Document. • All the softcopies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or.jpg or .jpeg format. • Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not. • The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids. • The hardcopies as required to be submitted shall be submitted OREDA’s Office Address as per the timelines mentioned in NIT or any Corrigendum. • Please note down or take a print of the bid control number once it is displayed on the screen. • Bid opening events can be viewed online. • The Bids submitted by one Bidder can be viewed by other Bidders.
2.1.6.	ITB Clause 1.6.1.1	<p>The overall scope is allocated into two (2) categories of the Bidders:</p> <ul style="list-style-type: none"> • Category A: <ul style="list-style-type: none"> - Any Bidder who meets the Qualification Requirement as per

BDS Clause reference	ITB Clause reference	Detailed Clause																
		<p>Section 4 (QR) can participate under Category A.</p> <ul style="list-style-type: none"> Category B: The Bidders who are local MSME and registered under the MSME Development Act, 2006 in Odisha as per Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Electric power generation using solar energy) and meets other requirement as per QR clause 4.1 and meets Specific Qualification Requirement” as per QR Clause 4.2 but does not meet the “Technical Qualification Requirement” as per QR Clause 4.3 and “Financial Qualification Requirement” as per QR Clause 4.4. In case any such Bidder has participated under Category A, then such a Bidder cannot participate under Category B. <p>Note: A Bidder can either participate under Category A or under Category B. In case a Bidder participates for both Category A and Category B, then such Bids shall be summarily rejected owing to conflict of interest and may be blacklisted in the future from further participating in any bid with OREDA.</p> <p>The overall allocation of total capacity shall be made as per the following allocation under Category A and Category B.</p> <ul style="list-style-type: none"> Category A: Eighty percent (80%) of the no. of the Project will be reserved for Category A Bidders. Category B: Remaining twenty percent (20%) of the no. of the Project will be reserved for Category B Bidders. <table border="1" data-bbox="564 1043 1453 1323"> <thead> <tr> <th>Package</th> <th>Type Light System</th> <th>Maximum no. of Empaneled Vendors (Cat A)</th> <th>Maximum no. of Empaneled Vendors (Cat B)</th> </tr> </thead> <tbody> <tr> <td>Package 1</td> <td>Solar based Mini Mast Lights</td> <td>5</td> <td>5</td> </tr> <tr> <td>Package 2</td> <td>Solar Street Lights</td> <td>5</td> <td>5</td> </tr> <tr> <td>Total</td> <td></td> <td>10</td> <td>10</td> </tr> </tbody> </table> <p>Note: OREDA reserves all the right to allocate the actual no. of Project to the Category A and Category B Successful Bidders at the time of issuance of Letter of Intent and finalization of Empanelment Order.</p>	Package	Type Light System	Maximum no. of Empaneled Vendors (Cat A)	Maximum no. of Empaneled Vendors (Cat B)	Package 1	Solar based Mini Mast Lights	5	5	Package 2	Solar Street Lights	5	5	Total		10	10
Package	Type Light System	Maximum no. of Empaneled Vendors (Cat A)	Maximum no. of Empaneled Vendors (Cat B)															
Package 1	Solar based Mini Mast Lights	5	5															
Package 2	Solar Street Lights	5	5															
Total		10	10															
2.1.7.	ITB Clause 1.6.1.2	<p>Empanelment of Successful Bidders:</p> <p>Following allocation principal shall be adopted for work under both package 1 and package 2:</p> <ul style="list-style-type: none"> For Category A Bidders, the Bidders quoting the lowest evaluated price (L1) will get an allocation for a maximum of thirty percent (30%) of the total number of Projects reserved under Category A, to the extent possible. <p>The remaining Projects will be distributed equally between four (4) Bidders who wishes to match the L1, subject to maximum of Seventy percent (70%) of the total number of Projects reserved under Category A, to the extent possible.</p> <p>However, the firm Work Order will be placed on availability and feasibility of Projects and subsequent performance of the Successful Bidders.</p> <ul style="list-style-type: none"> For Category B Bidders, the overall Projects shall be allocated as per the draw of lots for the first lucky 5 Bidders subject to the procedure as 																

BDS Clause reference	ITB Clause reference	Detailed Clause																								
		<p>mentioned below:</p> <ul style="list-style-type: none"> - The draw of lots shall arranged for selection of two bidders from bidders applied under Category B. At the end of the process, OREDA will select five (5) unique Category B Bidders. The allocation of 20% of reserved work will be equally distributed to these selected two bidders. - The Category B Bidders shall need to accept the offer at the L1 price discovered under the Category A Bidders. - Failure on the part of such Bidder in Category B to match such L1 price shall constitute sufficient grounds for the annulment of the offer for such Bidders without forfeiture of the Bid Security and the Bidder cannot participate in the remaining selection process under this RFP. - In case any of the Bidders does not accept the offer then such Projects will be awarded to the Successful Bidder under Category A pursuant to GCC Clause 5.7.1.3. - In such a case, all supply/ installation orders shall be placed with the state local registered office of the qualified vendors only. <p>Note: The allotment of the project locations shall be at the discretion of OREDA only.</p>																								
2.1.8.	ITB Clause 1.6.3.3	<p>Performance Security: The Performance Security shall be submitted for an aggregate amount equivalent to ten percent (10%) of the Total Price in five (5) parts, as given below:</p> <table border="1" data-bbox="564 1122 1458 1805"> <thead> <tr> <th>BG no.</th> <th>Amount</th> <th>Expiry date</th> <th>Claim date</th> </tr> </thead> <tbody> <tr> <td>BG 1</td> <td>Two percent (2%) of Total Price</td> <td>End of Empanelment Period + Fifteen (15) Months from the date of issuing Letter of Intent</td> <td>Twelve (12) Months from the date of expiry</td> </tr> <tr> <td>BG 2</td> <td>Two percent (2%) of Total Price</td> <td>End of Empanelment Period + Twenty-Seven (27) Months from the date of issuing Letter of Intent</td> <td>Twelve (12) Months from the date of expiry</td> </tr> <tr> <td>BG 3</td> <td>Two percent (2%) of Total Price</td> <td>End of Empanelment Period + Thirty-Nine (39) Months from the date of issuing Letter of Intent</td> <td>Twelve (12) Months from the date of expiry</td> </tr> <tr> <td>BG 4</td> <td>Two percent (2%) of Total Price</td> <td>End of Empanelment Period + Fifty-One (51) Months from the date of issuing Letter of Intent</td> <td>Twelve (12) Months from the date of expiry</td> </tr> <tr> <td>BG5</td> <td>Two percent (2%) of Total Price</td> <td>End of Empanelment Period + Sixty-Three (63) Months from the date of issuing Letter of Intent</td> <td>Twelve (12) Months from the date of expiry</td> </tr> </tbody> </table> <p>Each Bank Guarantee submitted towards the Performance Security may be returned within a period of thirty (30) Days of the expiry date of each of the BG or after the completion of the internal processes of OREDA.</p>	BG no.	Amount	Expiry date	Claim date	BG 1	Two percent (2%) of Total Price	End of Empanelment Period + Fifteen (15) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry	BG 2	Two percent (2%) of Total Price	End of Empanelment Period + Twenty-Seven (27) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry	BG 3	Two percent (2%) of Total Price	End of Empanelment Period + Thirty-Nine (39) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry	BG 4	Two percent (2%) of Total Price	End of Empanelment Period + Fifty-One (51) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry	BG5	Two percent (2%) of Total Price	End of Empanelment Period + Sixty-Three (63) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry
BG no.	Amount	Expiry date	Claim date																							
BG 1	Two percent (2%) of Total Price	End of Empanelment Period + Fifteen (15) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry																							
BG 2	Two percent (2%) of Total Price	End of Empanelment Period + Twenty-Seven (27) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry																							
BG 3	Two percent (2%) of Total Price	End of Empanelment Period + Thirty-Nine (39) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry																							
BG 4	Two percent (2%) of Total Price	End of Empanelment Period + Fifty-One (51) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry																							
BG5	Two percent (2%) of Total Price	End of Empanelment Period + Sixty-Three (63) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry																							

3. Scope of Work (SOW)

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

3.1. About the Project

3.1.1. Introduction

- 3.1.1.1. This project aims to commission solar based Mini Mast Lights and Street Lights for various state department and agencies in Odisha.
- 3.1.1.2. The Scope of Work shall be for the purpose of selection of EPC contractor(s) for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.
- 3.1.1.3. Detail about estimated requirement under the project is provided below:

Sr. No.	Brief Description	Estimated Quantity	Estimated Cost in INR
Package 1	Design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights along with Comprehensive Maintenance for five (5) Years	100	1,30,00,000
Package 2	Design, engineering, supply, installation, testing, commissioning and acceptance of solar based Street Lights along with Comprehensive Maintenance for five (5) Years	2,000	3,70,00,000

- 3.1.1.4. The programme of execution of the supply, installation and commissioning of solar based standalone Mini Mast Lights and Street Lights shall be carried out in phased manner as per the work order and instruction of OREDA. However upon issuance of work order, project shall be executed strictly as per the timelines mentioned in the SOW Clause 3.4 of the RFP.

3.2. Roles and Responsibilities

3.2.1. Roles and Responsibilities of the Successful Bidder for the implementation of Project

The detailed scope of work for the Successful Bidder shall include but not limited to the below:

3.2.1.1. Design and Engineering:

- The Successful Bidder shall complete the design and engineering of the Project as per the Technical Specification given in SOW Clause 3.3.1.1 using the Equipment as given in SOW Clause 3.2.1.2 and shall be developed as per the Applicable Law and the Prudent Utility Practices prevailing in Odisha.
- The indicative drawing and design of a foundation that can withstand a wind speed up to 200 km per hour. However, depending on the actual Project site conditions, the Successful Bidder may propose for a change in the design with due certification from a chartered engineer with regards to quality, durability and wind resistance capability for the abovementioned speed and install the same only after getting due approval from the Authorized Representative of OREDA. Successful bidder shall also propose designs for the solar based standalone Mini Mast Lights and Street Lights and obtain necessary approval from the Authorized Representative of OREDA.
- The Successful Bidder shall design for an adequate protection system as per the requirement of the site by taking lightning, wind speed, rainy season, other climatic conditions, sudden surges in voltage and current, etc.

3.2.1.2. Supply of Equipment

- a) The Successful Bidder shall supply all the Equipment as per the Technical Specification given in SOW Clause 3.3.1.1.
- b) The Successful Bidder shall be responsible for the supply of all Equipment including but not limited Solar based standalone Mini Mast Light and Street Light etc. as per the RFP.
- c) The Successful Bidder shall be responsible for procuring, packing, forwarding, loading, unloading, safekeeping, and handling of all Equipment including insurance coverage all the time until Acceptance of the Project.
- d) The Successful Bidder shall provide the Spares as given in SOW Clause 3.3.1.3 and shall ensure to maintain the safety stock all the time until the expiry of the Work Order, prior to which the Successful Bidder shall handover all the Spares in full to OREDA.
- e) The Successful Bidder shall be fully and solely responsible for the supply and installation to achieve the commissioning of the projects awarded to them. The scope of work for the supply and installation includes but not limited to the design, engineering, supply, installation/ erection, testing and commissioning of Solar based standalone Mini Mast Lights and Street Lights along with providing warranty for 5 years from the date of commissioning of the project.
- f) The Successful Bidder shall be solely responsible for the procurement of all the supplies along with factory testing, loading, transportation, unloading, insurance for all the time until the Commissioning and successful Acceptance of the Project. The Successful Bidder shall also be responsible for delivering all the material at the designated Project location as the destination and safe keeping of the same in own custody at the Project location. The Successful Bidder shall be the sole consignee to receive the materials supplied/ delivered. OREDA and/ or Beneficiary shall not be responsible for receiving any consignee.

3.2.1.3. Installation

- a) The Successful Bidder shall be responsible for carrying out the installation of all Equipment as per the design of the Solar based standalone Mini Mast Lights and Street Lights approved by OREDA pursuant to SOW Clause 3.2.2.1.
- b) The Successful Bidder shall ensure to have a clean and tidy installation of the Project. The Successful Bidder shall ensure to consider the safety aspects into consideration and shall not leave any loose cables to lie at the Project location.
- c) The Successful Bidder shall install display boards mentioning the name of the Department, Project capacity, date of Commissioning, date of Acceptance, contact details of OREDA, CRC, and Successful Bidder at prominent places nearer to the entrance of the Project.
- d) The Successful Bidder shall install danger boards, safety boards, etc. at suitable locations as per the Applicable Law and Prudent Utility Practices.
- e) The installation process shall be documented step-by-step as per the instructions given in the ReSolve Mobile App developed by OREDA through its Customer Relationship Centre (CRC). The Successful Bidder shall mandatorily install the ReSolve Mobile Application from the CRC team and get itself trained if required. The instructions are given in SOW Clause 3.3.1.7.

3.2.1.4. Testing and Commissioning

- a) After completion of installation works, the Successful Bidder shall inform about completion of work to the Authorized Representative of OREDA. The committee comprising of the above person shall be termed as the Commissioning Committee.
- b) The Successful Bidder shall take consultation from the Commissioning Committee on finalizing a date and time of testing and Commissioning.

- c) Upon completion of testing and Commissioning, the Commissioning Committee shall issue the Joint Commissioning Certificate to the Successful Bidder as per the format given in SOW Clause 3.3.1.5.
- d) The testing and Commissioning process shall be documented step-by-step as per the instructions given in the ReSolve Mobile App developed by OREDA through CRC.
- e) The format for the Commissioning Report is given in SOW Clause 3.3.1.4.

3.2.1.5. Acceptance

- a) The performance and health of the Project will be monitored for a period of ninety (90) Days from the date of Commissioning.
- b) The Commissioning Report followed during Commissioning as given in SOW Clause 3.3.1.4 shall be performed again before issuance of the Acceptance Certificate as per format given in SOW Clause 3.3.1.6.
- c) Upon Acceptance of the Project, the Comprehensive Maintenance of the Project shall begin as per SOW Clause 3.2.1.6

3.2.1.6. Comprehensive Maintenance

- a) The Successful Bidder shall be required to undertake Scheduled Maintenance, Corrective Maintenance, and Breakdown Maintenance during the CMC Period.
- b) The Successful Bidder shall adhere to all maintenance procedures as required by OREDA from time to time, without any protest or hesitation.
- c) The Successful Bidder shall undertake the Scheduled Maintenance of each Project as per the standard maintenance protocol given in SOW Clause 3.3.1.8. The Scheduled Maintenance process shall be documented step-by-step as per the instructions given in the ReSolve Mobile App developed by OREDA through CRC.
- d) The Successful Bidder shall also undertake Corrective Maintenance and Breakdown Maintenance as and when required upon receipt of service request from CRC or OREDA or Department raised through ReSolve Mobile App or any other medium as suggested by OREDA or Department from time to time. Such service request shall be resolved and made functional within a maximum period of seven (7) Days from the date of such service request raised through ReSolve Mobile App, failing which might restrict the Successful Bidder in participating in the future opportunities of OREDA, subject to the final decision at the discretion of OREDA only.
- e) The Successful Bidder is required to train at least two (2) designated persons from the Department for day-to-day Comprehensive Maintenance and upkeep of the Project.
- f) The Successful Bidder shall maintain all the Spares as given in SOW Clause 3.3.1.3 and shall ensure to maintain the safety stock all the time until the expiry of the Work Order, prior to which the Successful Bidder shall handover all the Spares in full to OREDA.
- g) The Successful Bidder shall establish a central office at Bhubaneswar, Odisha, and also establish local offices at the concerned district so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.

3.2.2. Roles and Responsibilities of OREDA

- 3.2.2.1. OREDA shall issue work orders and details of location of projects to Successful bidder(s) to the extent of nos. of projects specified in Empanelment Order in phased manner as per the requirement of beneficiaries' subject to acceptance of the acceptance of Letter of Intent by the Successful Bidder.

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

3.3. Technical details of Project

3.3.1. Technical details of Project

- 3.3.1.1. **Technical Specifications:** The Technical Specification of all Equipment are provided in Annexure 7.5.1.
- 3.3.1.2. **Designs and Drawings:** The Designs and Drawings of the Project are provided in Annexure 7.5.2.
- 3.3.1.3. **Spares:** The Spares of the Project are provided in Annexure 0.
- 3.3.1.4. **Commissioning Report:** The detailed Commissioning procedure is provided in Annexure 7.5.4.
- 3.3.1.5. **Joint Commissioning Certificate:** The format of the Joint Commissioning Certificate is provided in Annexure 7.5.5.
- 3.3.1.6. **Acceptance Certificate:** The format of the Acceptance Certificate is provided in Annexure 7.5.6.
- 3.3.1.7. **CRC guidelines:** The CRC guidelines are provided in Annexure 7.6.
- 3.3.1.8. **Scheduled Maintenance:** The detailed procedure and checklist for performing Scheduled Maintenance are provided in Annexure 7.5.7.

3.4. Project Timelines

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

Activities	Project Timelines
Timeline for Letter of Intent	
Issue of Letter of Intent by OREDA	T0
Acceptance of Letter of Intent by the Successful Bidder	T1 = T0+fifteen (15) Days
Timeline for Work Order	
Issue of Work Order by OREDA	T0
Commissioning	T2 = T1 + ninety (90) Days
Acceptance	T3 = T2 + ninety (90) Days
CMC start date	T4 = T2 + one (1) Days
CMC end date	T5 = T4 + five (5) Years

T0: start date

4. Qualification Requirement (QR)

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

The Bidder shall fulfill the below Qualification Requirement in order to submit the Bid. Any discrepancy or deviation from the stated Qualification Requirement shall make the Bidder ineligible to submit the Bid and such Bid shall be liable for rejection.

4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	<p>Applicability: For Category A and Category B Bidders</p> <p>The Bidder must be a</p> <p>4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or</p> <p>4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or</p> <p>4.1.1.3. sole proprietorship firm under the relevant laws in India.</p> <p>Note: Joint venture, consortium and subcontracting are not allowed.</p>	<p>The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>The Bidder must submit Bid Form 12.</p>
4.1.2.	<p>Applicability: For Category B Bidders only</p> <p>In case the Bidder is a local MSME registered in Odisha, the Bidder must be registered under the MSME Development Act, 2006 in Odisha under Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Electric power generation using solar energy).</p> <p>Such Bidder under Category B shall be exempted from meeting “Technical Qualification Requirement” as per QR Clause 4.3 and “Financial Qualification Requirement” as per QR Clause 4.4, but shall comply “Specific Qualification Requirement” as per QR Clause 4.2 and 4.1.3. The local MSME only can apply for the Projects as mentioned in Section 2 (BDS).</p>	<p>The Bidder being a local MSME must submit a copy of the certificate of registration issued by an appropriate authority. This is applicable only for the MSMEs. The Bidders, other than an MSME, cannot apply for such Projects.</p> <p>The Bidder must submit Bid Form 12.</p>
4.1.3.	<p>Applicability: For Category A and Category B Bidders</p> <p>The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.</p>	<p>The Bidder shall submit a self-certification by an authorized person duly notarized to this effect.</p> <p>The Bidder must submit Bid Form 9.</p>

4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	<p>Applicability: For Category A and Category B Bidders</p> <p>The Bidder must be in possession of the valid test certificates of solar based standalone Mini Mast Lights and Street Lights from MNRE/ BIS/ NABL authorized test laboratories only.</p> <p>Such test certificates must have the IEC and IP standards from any valid MNRE/ BIS/ NABL accredited test labs as given in Appendix Form 8 of Appendix Clause 7.5.8.</p>	<p>For Mini Mast Lights, the Bidder shall submit component wise data sheets and test certificates/reports in the name of OEM along with the authorization letter from Original Equipment Manufacturer (OEM). The test certificates/reports and datasheets for particular Equipment must be submitted in the name of a single OEM only. However, the change of OEM is permissible during the course of work on assigning sufficient reason for the same and submission of the latest datasheets and test certificates/reports from MNRE/ BIS/ NABL approved labs.</p> <p>For Street Lights, the Bidder shall submit test certificates/reports and data sheets in the name of bidding firm as the manufacturer of the complete system. The data sheet and test certificate/report shall be issued after FY 2016-17.</p> <p>The Bidder must submit Bid Form 8 of Section 7 (Annexure).</p> <p>Note: The proof of all documents showcasing the possession of such copies of the Test Certificates/Reports by the Bidder shall be submitted along with bid document.</p>
4.2.2.	<p>Applicability: For Category A and Category B Bidders</p> <p>The Bidder must have established high quality, environment management system, and information security standards in place and must have ISO 9001 and ISO 14001 certifications for solar photovoltaic modules, batteries, LED light and complete solar streetlight.</p>	<p>The Bidder shall declare that it has a copy of the ISO certificate for ISO 9001 and will possess the copy of the ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM.</p> <p>The Bidder must submit Bid Form 16 of Section 7 (Annexure).</p> <p>Note: The documentary evidences shall be submitted as a part of response to the Letter of Intent and prior to issuance of the Work Order, and not at the time of bidding.</p>

4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document						
4.3.1.	<p>Applicability: For Category A Bidders only</p> <p>The Bidder must have the experience of commissioning lighting system for a cumulative capacity as mentioned under the “Min. experience requirement in nos.”, in the last five (5) years from the last date of online submission of the Technical Bid in Odisha as an EPC contractor.</p> <p>The minimum experience requirement shall be as follows:</p> <table border="1"> <thead> <tr> <th>Package</th> <th>Min. experience requirement in lighting system</th> </tr> </thead> <tbody> <tr> <td>Package 1</td> <td>solar based standalone mini mast light of 10 nos.</td> </tr> <tr> <td>Package 2</td> <td>solar streetlight of 400 nos.</td> </tr> </tbody> </table>	Package	Min. experience requirement in lighting system	Package 1	solar based standalone mini mast light of 10 nos.	Package 2	solar streetlight of 400 nos.	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the experience certificate /Joint Commissioning Certificate issued by Government.</p> <p>However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information. 2. The experience certificate/joint commissioning certificate shall clearly mention the capacity and the date of commissioning. The Joint Commissioning Certificate issued by only the concerned government authority as per the Prudent Utility Practices followed in Odisha. 3. The experience shall be unique, and the same project experience cannot be shown multiple times, else such Bids shall be liable for rejection. <p>The Bidder must submit Bid Form 6 of Section 7 (Annexure).</p>
Package	Min. experience requirement in lighting system							
Package 1	solar based standalone mini mast light of 10 nos.							
Package 2	solar streetlight of 400 nos.							

4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document						
4.4.1.	<p>Applicability: For Category A Bidders only</p> <p>The Bidder must have an aggregate average annual turnover of not less than the amount mentioned under the “Min. average annual turnover in Lakh INR” for which it is submitting its Bid, in the last three (3) financial years from FY17-18, FY18-19 and FY19-20 from the solar business only, as mentioned below:</p> <table border="1"> <thead> <tr> <th>Package</th> <th>Min. average annual turnover in Lakh INR</th> </tr> </thead> <tbody> <tr> <td>Package 1</td> <td>25</td> </tr> <tr> <td>Package 2</td> <td>75</td> </tr> </tbody> </table>	Package	Min. average annual turnover in Lakh INR	Package 1	25	Package 2	75	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</p> <p>It is important to note that the annual turnover for each financial year shall be the income/ earning/ revenue from the solar business only; and other income (if any) shall not be considered for evaluation.</p>
Package	Min. average annual turnover in Lakh INR							
Package 1	25							
Package 2	75							
4.4.2.	<p>Applicability: For Category A Bidders</p> <p>The Bidder must have a positive net worth in the last financial year FY19-20.</p> <p>For company, as per the section 2 (57) of The Indian Companies Act, 2013, net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account), after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p> <p>For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.</p>	<p>The Bidder shall submit a net worth certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</p>						

5. General Conditions of Contract (GCC)

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

5.1. General

5.1.1. Work Order

- 5.1.1.1. All documents forming part of the Work Order including any Amendment to the Work Order as per GCC Clause 5.1.2, and all parts thereof, are intended to be correlative, complementary, and mutually explanatory.
- 5.1.1.2. The Work Order constitutes all the terms and conditions for the Successful Bidder with respect to the Commissioning, and Acceptance of the Project along with its CMC Period. The CMC shall be executed between OREDA and the Successful Bidder as per the sample format provided in Annexure Clause 7.3.3.
- 5.1.1.3. The Work Order including any Amendment supersedes all communications, negotiations, and agreements (whether written or oral) made prior to the date of issuance of Work Order in case of any confusion with the Bidding Document at any point in time.
- 5.1.1.4. The Work Order shall be read as a whole.

5.1.2. Amendment

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

5.1.3. Independent Successful Bidder

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

5.1.4. Non-waiver

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

5.1.5. Severability

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

5.1.6. Communications

- 5.1.6.1. Wherever these conditions provide for issuing approvals, certificates, consents, determinations, notices, requests, and discharges, these communications shall be:

- a) in writing along with a copy being sent to the other Party and delivered against its receipt; and
- b) delivered, sent, or transmitted to the address of either Party, as stated in Work Order.

5.1.7. Law

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

5.1.8. Language

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

5.1.9. Integrity Violation

5.1.9.1. The Successful Bidder shall observe the highest standard of ethics during the performance of the Work Order.

5.1.9.2. Applicable as per ITB Clause 1.1.2.2

5.2. Payment

5.2.1. Total Price

5.2.1.1. The Total Price shall be as specified in the Work Order.

5.2.1.2. Unless an escalation clause is provided in GCC Clause 5.2.2, the Total Price shall be a firm lump sum amount, non-escalating, and not subject to any alteration, except in the event of a Change Order for the Project issued by OREDA.

5.2.1.3. Subject to SOW Clause 3.2.1, the Successful Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Total Price, which shall, except as otherwise provided for in the Work Order, cover all its obligations under the Work Order.

5.2.2. Terms of Payment

5.2.2.1. The terms of payment outlining the procedures to be followed are mentioned in Section 6 (SCC).

5.2.2.2. No payment made by OREDA herein shall be deemed to constitute acceptance by OREDA of the Project or any part(s) thereof, until the issuance of Acceptance Certificate by OREDA in writing.

5.2.2.3. The payment against the undisputed invoice shall be made by OREDA based on the internal processes.

5.2.2.4. The currency in which payments are made to the Successful Bidder under this Work Order shall be in Indian Rupees only.

5.2.3. Taxes

5.2.3.1. The Tax on the Total Price shall be paid as per the prevailing rules in India at the time of invoicing.

5.2.3.2. The Tax Deduction at Source (TDS) shall be deducted as per the prevailing rules in India at the time of the payment.

5.2.4. Performance Security

5.2.4.1. The Successful Bidder shall submit the Performance Security as per ITB Clause 1.6.3.

5.2.4.2. In case of any forfeiture, in full or parts, made on the Performance Security, the Successful Bidder shall be liable to replenish the Performance Security to its original amount within a maximum time period of seven (7) Days from the aforesaid date of such forfeiture in full or parts. In case the Successful Bidder fails to do the aforesaid replenishment within the prescribed timelines then the Work Order shall be cancelled, and OREDA may take suitable action against the Successful Bidder.

5.2.4.3. In case the Performance Security requires any extension of the expiry date and/ or claim date, the same shall be extended suitably by the Successful Bidder as per the instructions of OREDA.

5.2.4.4. The Performance Security shall be returned to the Successful Bidder within thirty (30) Days after its expiration, pursuant to GCC Clause 5.2.4.1.

5.2.5. Incoterms

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

5.3. Intellectual Property

5.3.1. License/Use of Technical Information

5.3.1.1. For the Commissioning until Acceptance of the Project and during the CMC Period, the Successful Bidder hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to OREDA under the patents, utility models or other industrial property rights owned by the Successful Bidder or by a third party from whom the Successful Bidder has received the right to grant licenses thereunder, and shall also grant to OREDA a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to OREDA under the Work Order. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how, or other intellectual property rights from the Successful Bidder or any third party to OREDA.

5.3.1.2. The copyright in all drawings, documents and other materials containing data and information furnished to OREDA by the Successful Bidder herein shall remain vested in the Successful Bidder or, if they are furnished to OREDA directly or through the Successful Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

5.3.2. Confidential Information

5.3.2.1. The Parties shall keep confidential and shall not, without the written consent of the other Party, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto, whether such information has been furnished prior to, during or following termination of the Work Order. Notwithstanding the above, a Party may furnish to its third parties such documents, data and other information it receives from the other Party to the extent required for the third parties to perform all the obligations under the Work Order, in which event the Party shall obtain from such third parties an undertaking of confidentiality similar to that imposed on the Party under this GCC Clause 5.3.2 and submit a copy of the same to the other Party with an immediate effect.

5.3.2.2. A Party shall not use such documents, data, and other information received from the other Party for any purpose other than for this Project and services as are required for the performance of the Work Order.

5.3.2.3. The obligation of a Party under GCC Clauses 5.3.2.1 and 5.3.2.2 above, however, shall not apply to that information which

- a) now or hereafter enters the public domain through no fault of that Party;
- b) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto; and
- c) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

5.3.2.4. The above provisions of this GCC Clause 5.3.2 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Work Order in respect of the Project or any part thereof.

5.3.2.5. The provisions of this GCC Clause 5.3.2 shall survive termination, for whatever reason, of the Work Order.

5.4. Execution of the Project

5.4.1. Representatives

5.4.1.1. Authorized Representative of OREDA

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

5.4.1.2. Project Manager, Construction Manager, and CMC Manager

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

All notices, instructions, information, and all other communications given by OREDA or the Authorized Representative of OREDA to the Successful Bidder under the Work Order shall be given to the Project Manager or, in its absence, its deputy, except as herein otherwise provided.

The Successful Bidder shall not revoke the appointment of the Project Manager without OREDA's prior written consent. If OREDA consents thereto, the Successful Bidder shall appoint some other person as the Project Manager, pursuant to the procedure set out in GCC Clause 5.4.1.2a).

- c) The Project Manager may, subject to the written approval of OREDA, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time; however, any such delegation or revocation shall be subject to a prior notice signed by the Project Manager and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Authorized Representative of OREDA.

- d) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause 5.4.1.2c) shall be deemed to be an act or exercise by the Project Manager.
- e) From the commencement of works of the Project at the site until installation, Commissioning and Acceptance, the Project Manager shall additionally appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the site by the Successful Bidder and shall be present at the site as required during the performance of the Work Order in accordance with the terms of the Work Order. Whenever the Construction Manager is absent from the site, the Project Manager shall appoint a suitable person to act as the Construction Manager's deputy with prior notice of seven (7) Days before such a replacement and shall inform OREDA in writing prior to such changes.
- f) From the commencement of the CMC Period until its expiry, the Project Manager shall appoint a suitable person as the CMC Manager. The CMC Manager shall supervise all work done at the site by the Successful Bidder and shall be present at the site as required during the performance of the Work Order in accordance with the terms of the Work Order. Whenever the CMC Manager is absent from the site, the Project Manager shall appoint a suitable person to act as the CMC Manager's deputy with prior notice of seven (7) Days before such a replacement and shall inform OREDA in writing prior to such changes.
- g) OREDA may by notice to the Successful Bidder object to any representative or person employed by the Successful Bidder in the execution of the Work Order who, in the reasonable opinion of OREDA, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the site regulations. OREDA shall provide writing of the same, whereupon the Successful Bidder shall remove such person from the Project with an immediate effect.
- h) If any representative or person employed by the Successful Bidder is removed in accordance with GCC Clause 5.4.1.2g), the Successful Bidder shall, where required, promptly appoint a replacement; failure to which will lead to a material breach in the Work Order.

5.4.2. Work program

5.4.2.1. Successful Bidder's Organization

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

5.4.2.2. Detailed Workplan

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

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

5.4.2.3. Progress of Detailed Workplan

If at any time the Successful Bidder's actual progress falls behind the Detailed Workplan, or it becomes apparent that it will so fall behind, the Successful Bidder shall promptly prepare and submit to the Authorized Representative of OREDA a revised Detailed Workplan without

changing any timelines with reference to the Project Timelines, taking into account the prevailing circumstances, and shall notify the Authorized Representative of OREDA of the steps being taken to expedite progress so as to achieve the Commissioning and Acceptance of the Project within the Project Timelines, any extension thereof entitled under GCC Clause 5.7.2, or any extended period as may otherwise be notified by OREDA.

5.5. Guarantees and Liabilities

5.5.1. Delay Liquidated Damages

- 5.5.1.1. The Successful Bidder guarantees that it shall achieve the Commissioning of the Project as per the Project Timelines or any extension thereof entitled under GCC Clause 5.7.2.
- 5.5.1.2. In case of failure on the part of the Successful Bidder to achieve the Commissioning timelines pursuant to GCC Clause 5.5.1.1, the Successful Bidder shall pay to OREDA a Delay Liquidated Damage for a sum equivalent to one percent (1%) of the Total Price for each week of the delay from the target date of Commissioning, to be calculated on pro-rata basis for each Day of delay, subject to a maximum of five percent (5%) of the Total Price.
- 5.5.1.3. Once the maximum limit of five (5%) is reached, OREDA may consider terminating the Work Order and forfeit the Performance Security without prejudice to the other remedies of the Work Order. However, the Chief Executive, OREDA may at own discretion allow reasonable time extension upon the written application of the Successful Bidder. If the delay is considered intentional or due to the negligence of the Successful Bidder, no extension can be allowed with the imposition of Delay Liquidated Damages. If the delay is considered to be genuine, then a suitable time extension can be allowed with/ without the imposition of the delay Liquidated Damages, to be evaluated on a case-to-case basis.
- 5.5.1.4. The payment of liquidated damages shall not in any way relieve the Successful Bidder from any of its obligations to complete the Project or from any other obligations and liabilities of the Successful Bidder under the Work Order.
- 5.5.1.5. The Delay Liquidated Damages shall be inclusive of all applicable taxes as applicable under the laws of India and such applicable taxes shall be borne by the Successful Bidder only.
- 5.5.1.6. The Successful Bidder acknowledges that the Delay Liquidated Damages payable by the Successful Bidder under this Work Order are a genuine pre-estimate of the losses suffered by OREDA and the compensation as contemplated is reasonable and not by way of any penalty.

5.5.2. Warranty

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

5.5.3. Defect Liability

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

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

5.5.4. Patent Indemnity

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

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

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

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

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

5.5.5. Limitation of Liability

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

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

5.6. Risk Distribution

5.6.1. Transfer of Ownership

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

- a) Issuance of a certificate by the Successful Bidder stating that the Successful Bidder is free and clear from any and all claims, liens, security interest, encumbrances, unpaid vendors'/ suppliers' lien or otherwise, arising out of or in connection to the performance of the Work Order as per Annexure Clause 7.7; and
- b) Issuance of Acceptance Certificate by OREDA.

5.6.2. Risk

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

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

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

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

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

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

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

5.6.4. Insurance

5.6.4.1. The Empaneled Vendor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect until the issuance of the Joint Commissioning Certificate, all necessary insurances. The Bid price is to be inclusive of all insurances taken.

5.6.5. Change in Laws and Regulations

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

5.6.6. Force Majeure

5.6.6.1. "Force Majeure" shall mean any event beyond the reasonable control of OREDA or of the Successful Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:

- a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, an act of foreign enemy and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of a civil or military government, conspiracy, riot, civil commotion and terrorist acts;
- c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;
- d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, pandemics, lockdowns, quarantine and plague;
- e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disasters; and
- f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

5.6.6.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Work Order by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within seven (7) Days after the occurrence of such event.

5.6.6.3. The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Work Order for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 5.7.2.

5.6.6.4. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Work Order and to fulfill its or their obligations under the Work Order, but without prejudice to either party's right to terminate the Work Order under GCC Clause 5.6.6.6.

5.6.6.5. No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall

- a) constitute a default or breach of the Work Order, or

if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

5.6.6.6. If the performance of the Work Order is substantially prevented, hindered or delayed for a single period of more than sixty (60) Days or an aggregate period of more than one hundred and twenty (120) Days on account of one or more events of Force Majeure during the currency of the Work Order, the Parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Work Order by giving notice to the other, but without prejudice to either party's right to terminate the Work Order.

5.6.6.7. In the event of termination pursuant to GCC Clause 5.6.6.6, the rights and obligations of OREDA and the Successful Bidder shall be as specified in GCC Clause 5.7.4.

5.7. Change in Work Order Elements

5.7.1. Change Order

5.7.1.1. A Change Order shall be issued only by OREDA. Any change made necessary because of a default by the Successful Bidder in the performance of its obligations shall not be considered a Change Order.

5.7.1.2. Change Orders may be initiated by OREDA at any time by the issuance of a Change Order notice to the Successful Bidder. The Successful Bidder shall not make any alteration and/ or modification of the Project unless the OREDA instructs or approves a Change Order in writing.

5.7.1.3. If the Owner issues a Change Order notice, the increase could in the range of (one hundred percent) 100% of the total bidding quantum and there shall be no change in the prices as quoted by the Bidder in its Price Bid. There shall be no change in Project Timelines.

5.7.2. Extension of achieving Commissioning and Acceptance

5.7.2.1. The Project Timelines as specified in the SOW Clause 3.4 shall be extended if the Successful Bidder is delayed or impeded in the performance of any of its obligations under the Work Order by reason of any of the following:

- a) any occurrence of Force Majeure as provided in GCC Clause 5.6.6,
- b) by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Successful Bidder, subject to the final decision of Chief Executive, OREDA.

5.7.3. Suspension

5.7.3.1. OREDA may request, by notice to the Successful Bidder, to order the Successful Bidder to suspend performance of any or all of its obligations under the Work Order. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Successful Bidder shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Project, until ordered in writing to resume such performance by OREDA.

5.7.3.2. If the Successful Bidder's performance of its obligations is suspended or the rate of progress is reduced pursuant to GCC Clause 5.7.3, then the Project Timeline shall be extended in accordance with GCC Clause 5.7.2.1.

5.7.3.3. During the period of suspension, the Successful Bidder shall not remove from the site any Project, any part of the Projector any Successful Bidder's tools and tackles, without the prior written consent of OREDA.

5.7.4. Termination

5.7.4.1. Termination for OREDA's Convenience

- a) OREDA may at any time terminate the Work Order for any reason by giving the Successful Bidder a notice of termination that refers to this GCC Clause 5.7.4.1.

- b) Upon receipt of the notice of termination as per the GCC Clause 5.7.4.1a), the Successful Bidder shall either immediately or upon the date specified in the notice of termination
 - i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,
 - ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1a)i(b),
 - iii. remove all Successful Bidder's tools and tackles from the site, repatriate the Successful Bidder's and its personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition, and
 - iv. subject to the payment specified in GCC Clause 5.7.4.1c),
 - (a) deliver to OREDA the parts of the Project executed by the Successful Bidder up to the date of termination, and
 - (b) deliver to OREDA all non-proprietary drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.
- c) In the event of termination of the Work Order under GCC Clause 5.7.4.1a), OREDA shall pay to the Successful Bidder the following amounts:
 - i. the Work Order Price, properly attributable to the parts of the Project executed by the Successful Bidder as of the date of termination

5.7.4.2. Termination for Successful Bidder's Default

- a) OREDA, without prejudice to any other rights or remedies it may possess, may terminate the Work Order forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Successful Bidder, referring to this GCC Clause 5.7.4.2:
 - i. if the Successful Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Successful Bidder is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Successful Bidder takes or suffers any other analogous action in consequence of debt
 - ii. if the Successful Bidder assigns or transfers the Work Order or any right or interest therein in violation of the provision of GCC Clause 5.7.5.
 - iii. if the Successful Bidder, in the judgment of OREDA has engaged in Integrity Violation practices, as defined in GCC Clause 5.1.9.
- b) If the Successful Bidder
 - i. has abandoned or repudiated the Work Order
 - ii. has without valid reason failed to commence work on the Project promptly or has suspended the progress of Work Order performance for a prolonged period even after receiving a written instruction from OREDA to proceed
 - iii. persistently fails to execute the Work Order in accordance with the Work Order or persistently neglects to carry out its obligations under the Work Order without just cause

- iv. refuses or is unable to provide sufficient materials, services or labour to execute and complete the Project in the manner specified in the Project Timelines as per SOW Clause 3.4 at rates of progress that give reasonable assurance to OREDA that the Successful Bidder can attain Commissioning and Acceptance of the Project,

then OREDA may, without prejudice to any other rights it may possess under the Work Order, give notice to the Successful Bidder stating the nature of the default and requiring the Successful Bidder to remedy the same. If the Successful Bidder fails to remedy or to take steps to remedy the same within fourteen (14) Days of its receipt of such notice, then OREDA may terminate the Work Order forthwith by giving a notice of termination to the Successful Bidder that refers to this GCC Clause 5.7.4.2.

- c) Upon receipt of the notice of termination under GCC Clause 5.7.4.2, the Successful Bidder shall, either immediately or upon such date as is specified in the notice of termination,
 - i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,
 - ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1(b),
 - iii. deliver to OREDA the parts of the Project executed by the Successful Bidder up to the date of termination complete in all respect, and
 - iv. deliver to OREDA all drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.
- d) OREDA may enter upon the site, expel the Successful Bidder, and complete the Project itself or by employing any third party. OREDA may, to the exclusion of any right of the Successful Bidder over the same, take over and use with the payment of a fair rental rate to the Successful Bidder, with all the maintenance costs to the account of OREDA and with an indemnification by OREDA for all liability including damage or injury to persons arising out of OREDA's use of such Equipment, any Successful Bidder's equipment owned by the Successful Bidder and on the site in connection with the Project for such reasonable period as OREDA considers expedient to achieve the Commissioning and Acceptance.

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

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

If the sum that the Successful Bidder is entitled to be paid, pursuant to GCC Clause 5.7.4.2e), plus the reasonable costs incurred by OREDA in completing the Project, exceeds the Total Price mentioned in the Work Order, the Successful Bidder shall be liable for such excess.

If such excess is greater than the sums due to the Successful Bidder under GCC Clause 5.7.4.2e), the Successful Bidder shall pay the balance to OREDA.

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

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

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

5.7.5. Assignment

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

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

5.8. Disputes and Arbitration

5.8.1. Mutual Settlement

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

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

5.8.1.3. In the event that the Chief Executive, OREDA fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either OREDA or the Successful Bidder is dissatisfied with any such decision, either Party may, within fifteen (15) Days after the date on which such decision is required to be provided in accordance with GCC Clause 5.8.1.1, whether the decision is provided by the Chief Executive, OREDA during such period or not, refer the matter to the Energy Secretary to the Government of Odisha for a resolution.

5.8.1.4. The Energy Secretary to the Government of Odisha shall make every effort to amicably resolve the dispute or differences arising between the Parties and provide its written decision within a maximum time period of seven (7) Days of the dispute being referred to it by either Party.

5.8.1.5. In the event that the Energy Secretary to the Government of Odisha fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either OREDA or the Successful Bidder is dissatisfied with any such decision, either Party may, within fifteen (15) Days after the date on which such decision is required to be provided in accordance with GCC Clause 5.8.1.4, whether the decision is provided by the concerned Secretary of the admin department to the Government of Odisha during such period or not, refer the matter in dispute to arbitration as hereinafter provided in GCC Clause 5.8.2.

5.8.1.6. The Successful Bidder shall continue to perform its obligations under this Contract during this mutual settlement.

5.8.2. Arbitration

5.8.2.1. If disputes or differences between the Parties are not resolved under Clause 5.8.1, the same shall be referred for arbitration under the Indian Arbitration and Conciliation Act, 1996.

5.8.2.2. The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed by the Parties mutually, in accordance with the Arbitration and Conciliation Act, 1996.

5.8.2.3. The Successful Bidder shall continue to perform its obligations under this Contract during the arbitration proceedings.

5.8.2.4. The arbitration proceedings shall be in English and shall take place in Bhubaneswar, Odisha. The courts in Bhubaneswar, Odisha shall have jurisdiction on any matter connected with or arising under this Contract. The law governing the arbitration and the process shall be Indian law only.

5.8.2.5. The arbitration shall be the sole and exclusive remedy between the Parties regarding the dispute referred to arbitration and any claims, counterclaims, issues or accountings presented to the tribunal in connection with such dispute.

5.8.2.6. The award rendered in any arbitration commenced hereunder shall be final, conclusive, and binding on the Parties.

5.8.2.7. The Parties hereby undertake to implement the award with an immediate effect.

6. Special Conditions of Contract (SCC)

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

6.1. Specific provisions of GCC

SCC Clause reference	GCC Clause reference	Detailed Clause									
6.1.1.	GCC Clause 5.2.2.1	<p>Payment:</p> <p>The payment shall be made in the following manner:</p> <table border="1"> <thead> <tr> <th>Milestone</th> <th>Payment term</th> <th>Support documents</th> </tr> </thead> <tbody> <tr> <td>On achievement of Commissioning of the Project</td> <td>Ninety percent (90%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.</td> <td> <p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> Joint Commissioning Certificate (JCC) Warranty certificates GPS based photograph Submission of executed version of CMC as per the sample format provided in Annexure Clause 7.3.3 CMC Manual Dos & Don'ts in the form of a booklet Photographs of all installations in a specified manner Compliance to CRC process using the ReSolve Mobile App Commissioning Report </td> </tr> <tr> <td>On achievement of Acceptance of the Project</td> <td>Balance ten percent (10%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.</td> <td> <ul style="list-style-type: none"> Acceptance Certificate Acceptance Report </td> </tr> </tbody> </table>	Milestone	Payment term	Support documents	On achievement of Commissioning of the Project	Ninety percent (90%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.	<p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> Joint Commissioning Certificate (JCC) Warranty certificates GPS based photograph Submission of executed version of CMC as per the sample format provided in Annexure Clause 7.3.3 CMC Manual Dos & Don'ts in the form of a booklet Photographs of all installations in a specified manner Compliance to CRC process using the ReSolve Mobile App Commissioning Report 	On achievement of Acceptance of the Project	Balance ten percent (10%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.	<ul style="list-style-type: none"> Acceptance Certificate Acceptance Report
Milestone	Payment term	Support documents									
On achievement of Commissioning of the Project	Ninety percent (90%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.	<p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> Joint Commissioning Certificate (JCC) Warranty certificates GPS based photograph Submission of executed version of CMC as per the sample format provided in Annexure Clause 7.3.3 CMC Manual Dos & Don'ts in the form of a booklet Photographs of all installations in a specified manner Compliance to CRC process using the ReSolve Mobile App Commissioning Report 									
On achievement of Acceptance of the Project	Balance ten percent (10%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.	<ul style="list-style-type: none"> Acceptance Certificate Acceptance Report 									
6.1.2.	GCC Clause 5.5.2.1	<p>Warranty:</p> <p>The Warranty in respect of the Equipment shall be as follows:</p> <ul style="list-style-type: none"> Solar photovoltaic modules: Performance Warranty with guaranteed ninety percent (90%) production at the end of 10th year of operation and 80% (eighty percent) at the end of the 25th year of operation from the date of Commissioning of the Project. Product Warranty for a period of ten (10) years from the date of Commissioning of the Project. Pole and module mounting structures: Product Warranty period of five (5) years from the date of Commissioning of the Project. LED Light: Product Warranty period of five (5) years from the date of Commissioning of the Project. Balance of system: Product Warranty period of five (5) years from the 									

SCC Clause reference	GCC Clause reference	Detailed Clause
		<p>date of Commissioning of the Project.</p> <p>As a testimony, the Successful Bidder must submit the Warranty certificate and service agreement with the OEM/ suppliers prior to achieving Commissioning of the Project. Any defect noticed during the Warranty period should be rectified/ replaced by the Successful Bidder either through OEM/ suppliers or by itself, free of cost, upon due intimation by OREDA.</p> <p>In case any OEM/ supplier provides a Warranty period more than five (5) years from the date of Commissioning of the Project, then the Successful Bidder shall provide the same to OREDA even if the Warranty period exceeds the CMC Period.</p>

7. Annexure

7.1. Bid Forms – Technical Bid

7.1.1. Bid Form 1 (Bid Processing Fee)

Bid Processing Fee

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Bid Processing Fee paid to the E-procurement Website “www.tenderwizard.com/OREDA”.

The Unique Transaction Reference (UTR) no. is [insert the UTR no.], dated [DD MMM YYYY].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.2. Bid Form 2 (Cost of Bid)

Cost of Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

We, the undersigned, attaching the copy of the Cost of Bid submitted in the form of Demand Draft.

The Demand Draft no. is [insert], dated [DD MMM YYYY].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.3. Bid Form 3 (Bid Security)

Bid Security

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Bid Security submitted in the form of [Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee].

The Demand Draft no. is [insert], dated [DD MMM YYYY] (in case of a demand draft), or

The Fixed Deposit Receipt no. is [insert], dated [DD MMM YYYY]. (in case of an FDR)

The Bank Guarantee no. is [insert], dated [DD MMM YYYY]. (in case of a Bank Guarantee)

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

Bid Security (applicable only in case of Bank Guarantee)

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the issuing bank only.)

Bank Guarantee (BG) no.: [insert BG no.]

Date: [DD MMM YYYY]

To

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

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit its Bid for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis with reference to Request For Proposal (RFP) no. [insert RFP no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said RFP that the Bidder shall furnish OREDA with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Bid Security for compliance with its obligations in accordance with the Bidding Document.

AND WHEREAS we have agreed to give the Bidder such a Bid Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to OREDA on behalf of the Bidder for an amount up to a total of INR [Amount of the Bank Guarantee in words] ([Indian Rupees in figures]) only and we undertake to pay OREDA upon OREDA's first written demand declaring the Bidder to be in default under the various provisions of the Bidding Document and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without OREDA's need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Bidding Document to be performed thereunder or any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the issuing bank.

This Bank Guarantee shall be a primary obligation of the issuing bank and accordingly OREDA shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by OREDA or to exercise, levy or enforce any distress, diligence or other processes against the Bidder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction.

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "Orissa Renewable Energy Development Agency" in the bank and branch "Axis Bank Ltd., Mancheswar Branch, Bhubaneswar" having the account no. 918010103435005 IFSC code UTIB0001973.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR [insert] (Indian Rupees [in words]) only and it shall remain with an expiry date up to [DD MMM YYYY, [insert] months

from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 12 months from the date of expiry] and shall be extended from time to time for such period, as may be desired by M/s. [insert the Bidder name] whose behalf this guarantee has been given.

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on [DD MMM YYYY] at [insert location of signing].

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch

Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

1. This Bank Guarantee format is prepared in line with the Annexure-II of Finance Department Office Memorandum 4939 dated 13 Feb 2012, Govt of Odisha [Ref Para 22(i1)].
2. Please ensure that each page of the Bank Guarantee is duly signed by the authorized signatory of the issuing bank and stamp of the issuing bank is affixed thereon.
3. Please ensure whether the last page is signed with full particulars including two witnesses under the seal of Bank as required in the prescribed format.
4. Please ensure that the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of the stamp paper under the signature of the stamp vendor. The date of purchase of stamp paper shall be not later than the date of execution of the Bank Guarantee.
5. In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.

7.1.4. Bid Form 4 (Power of Attorney)

Power of Attorney

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Bidder only.)

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

Date: [DD MMM YYYY]

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

To

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

Know all men by these presents, We, [name of the executant(s)], do hereby constitute, appoint and authorize [name of the Authorized Signatory] as the Authorized Signatory presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] as our true and lawful representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis with reference to the RFP no. [insert RFP no.] dated [DD MMM YYYY] issued by Odisha Renewable Energy Development Agency ('OREDA').

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

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

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

Signature of the executant

Name:

Designation:

Address:

Company:

Accepted by

Signature of the Authorized Signatory

Name:

Designation:

Address:
Company:

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

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

WITNESS

Signature:
Name:
Address:

Signature:
Name:
Address:

Notes:

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

Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.]

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

Resolved that we, [insert name of the Bidder], do agree to participate in the RFP invited by OREDA vide RFP no. [insert RFP no.] dated [DD MMM YYYY] for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.

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

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

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

For [insert name of the Bidder]

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

Name of the Authorized Signatory
Specimen signature of Authorized Signatory

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

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

Covering Letter of Technical Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

Sub: Submission of Technical Bid for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.

Dear [Sir/ Madam],

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

We are submitting our Bid [select either Category A to Category B] and we have applied for the following Program:

Package	
Package 1	Yes/No
Package 2	Yes/No

Whereby undertake the following:

1. We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Technical Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the RFP anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Technical Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA.
2. We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Technical Bid shall result in rejection of our Technical Bid.
3. We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Technical Bid. In case of any false documents submitted and found any time in the future, we shall be liable to be proceeded as per Applicable Law.
4. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
5. We hereby declare and confirm that only we are submitting our Bid and that our parent, affiliate, the ultimate parent or any group companies with which we have direct or indirect relationships are not separately submitting their Bid.

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.6. Bid Form 6 (Technical Qualification)

Technical Qualification (Applicable for Category A Bidders)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

We confirm that we meet the Qualification Requirement mentioned in QR Clause 4.3 of Section 4 (QR) and we have the experience of commissioning solar based standalone Mini Mast Lights and Street Lights for a cumulative quantity as mentioned under the "Our experience in Nos." under all the Packages in the last five (5) years from the last date of online submission of the Technical Bid in Odisha as an EPC contractor.

As per QR Clause 4.3.1, our Package wise experiences are as follows:

Package	Our experience in Nos.	Reference project no.
Package 1		
Package 2		

The details pertaining to the reference projects for Package [insert package no. from 1 to 2] *are given below:

Sr. No.	Item Description	Reference project [insert]**
1.	Nos. of Solar Mini Mast Light or Street Lights supplied and installed under the Project	[Quantity of Mini Mast Lights or Street Lights as per joint commissioning certificate/experience certificate] Nos.
2.	Title of the project with a brief of scope	[insert]
3.	Actual project cost	[insert] Lakh INR
4.	Name of the client with the full address including the contact no. and email id of the client	Name of the client: [insert] Address: [insert] Contact no.: [insert] Email id: [insert]
5.	Name of the ultimate user of the project	[insert]
6.	Project arrangement	[Off-grid or other (please specify)]
7.	Location of the project and GPS/ Google coordinate	Address of the project: [insert] GPS/ Google coordinate: [insert]
8.	I have attached the relevant letter of awards/ work orders/ contract agreement along with any amendments issued in full without deleting/ hiding any information	[Yes/ No]
9.	Details of the letter of awards/ work orders/ contract	Work order no.: [insert] Date of work order: [DD MMM YYYY] Whether any liquidated damages been charged by the client? [Yes/ No]. In case of yes, please provide the details.
10.	I have attached the joint commissioning certificate issued by the concerned government authority as per the prudent utility practices followed in Odisha	[Yes/ No]
11.	Details of the joint commissioning certificate	Name of the government authority in Odisha issuing the joint commissioning certificate: [insert] Target date of commissioning: [DD MMM YYYY] Actual date of commissioning: [DD MMM YYYY]

* in case the Bidder is applying for multiple Packages, then the above table shall be reproduced for each Package.

** in case of multiple reference projects, please keep on adding separate columns.

The scan copies of the letter of awards/ work orders/ contract along with the associated joint commissioning certificates/ experience certificates are enclosed below:

[Please attached the proof of documents]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

Technical Qualification (Applicable for Category B Bidders)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.7. Bid Form 7 (Financial Qualification)

Financial Qualification (Applicable for Category A Bidders) (To be submitted on the letterhead of the chartered accountant)

To

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

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], has financial details as mentioned below, as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders related to the solar business.

Average annual turnover

Particulars	Unit	FY17-18	FY18-19	FY19-20
Annual turnover from solar business only#	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from solar business only#	Lakh INR			[insert]

other income is not considered

Net Worth (applicable in case of companies),

Particulars	Unit	FY19-20
Aggregate value of the paid-up share capital	Lakh INR	[insert]
Add: all reserves created out of the profits and securities premium account.	Lakh INR	[insert]
Subtract: Accumulated losses	Lakh INR	[insert]
Subtract: Deferred expenditure	Lakh INR	[insert]
Subtract: Miscellaneous expenditure not written off	Lakh INR	[insert]
Net Worth*	Lakh INR	[insert]

Note: It does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

[For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.]

I hereby declare that all the information and statements made in this certificate are complete, true and correct and also accept that any misinterpretation contained in it may lead to cancellation of my CA membership, and I shall be liable to be proceeded as per the Applicable Law.

Place: [insert place]

[sign here]

Signature

Name of Chartered Accountant (CA): [insert name]

Designation: [insert designation]

Name of the firm of the CA: [insert Bidder's legal entity name]

CA membership no.: [insert CA membership no.]

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]

Financial Qualification (Applicable for Category B Bidders)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.8. Bid Form 8 (Test Certificates)

Date: [DD MMM YYYY]

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

To

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

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

Sl. No.	Major Component	Test Certificates Required	Test description	Designated Test Labs
1	Crystalline Silicon Terrestrial PV Modules	IEC 61215	Design qualification	MNRE/NABL/BIS authorized Test Lab
		IEC 61730	Safety Qualification	MNRE/NABL/BIS authorized Test Lab
		IEC 61701	Salt Mist Corrosion Test	MNRE/NABL/BIS authorized Test Lab
2	Battery (LiFePO4)	IS 16046 – 2015 /IEC 62133- 2012	Standard for LiFePO4 battery	MNRE/NABL/BIS authorized Test Lab
3	LED Lights & Luminaires	LM 79 & LM 80	Measures the electrical and photometric properties of LED products and maintenance of the luminous flux for a group of electroluminescent diodes (LED) at various operating temperature	MNRE/ NABL /BIS authorized Test Lab
4	Complete solar streetlight	As per testing specifications of MNRE		MNRE/NABL/BIS authorized Test Lab

Note: The copies of the Test Certificates shall be attached.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.9. Bid Form 9 (Self-certificate)

Self-certificate

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Bidder only.)

Date: [DD MMM YYYY]

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

To

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

We, the undersigned, confirm and certify that we have not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

In case of any false documents submitted and found in the future, we shall be liable to be proceeded against as per the Applicable Law.

In case of any such events, we have provided the case details and their current status below. ~~strike-off this line, in case it is not applicable~~.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.10. **Bid Form 10 (Undertaking for Indigenoussness)**

Undertaking for Indigenoussness

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.11. Bid Form 11 (No Deviation Certificate)

No Deviation Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

Clause No.	Deviations considered, if any

[*strike-off, if not applicable]

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.12. Bid Form 12 (Registration details)

Registration details

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the Certificate of Incorporation, Memorandum of Association (MOA) and Article of Association (AOA) [applicable in case of companies]. The **AOA** (if applicable) shall mention the company's operations and defines the company's purpose from the SOW point of view

or

We, the undersigned, attaching the Partnership Deed [applicable in case of partnership firm].

or

We, the undersigned, attaching the proof of having the bank account or any other document as issued by the Government [applicable in case of sole proprietorship firm].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.13. **Bid Form 13 (PAN)**

PAN

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

We, the undersigned, attaching the copy of the PAN card.

The PAN is [insert PAN].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.14. **Bid Form 14 (GST Certificate)**

GST Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

We, the undersigned, attaching the copy of the GST Certificate.

The GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.15. **Bid Form 15 (Income Tax Return)**

Income Tax Return

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

We, the undersigned, attaching the copy of the Income Tax Return for the last three (3) assessment years for AY2020, AY2019 and AY2018.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.16. **Bid Form 16 (Quality Assurance)**

Quality Assurance

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

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

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

Summary of the Bidder

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.2. Bid Forms – Price Bid

7.2.1. Bid Form 18 (Covering Letter of Price Bid)

Covering Letter of Price Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

Sub: Submission of Price Bid for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.

Dear [Sir/ Madam],

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

We agree that this Price Bid shall remain valid for a period of **One Hundred and Eighty (180)** Days from the original last date of online Bid submission and further for empanelment period of **One Year** from the date of issue of Letter of Empanelment. The validity of bid price may be extended for further period as may be mutually agreed upon.

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

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

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

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

We agree with the following:

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

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

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

[\[sign here\]](#)

Signature

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

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

Name of the Bidder: [\[insert Bidder's legal entity name\]](#)

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

7.2.2. Bid Form 19 (Price Bid - Category A Bidder)

Price Bid for Solar based Mini Mast Lights - Category A Bidder (Sample Format)

Date: [DD MMM YYYY]

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

Particulars		Description		
Name of the Project	Design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.			
Name of the Bidder	[insert the Bidder name]			
Category of the Bidder	Category A			
Package details	Package no. 1 for Solar based Mini Mast Lights			
Price Bid for Project – per unit total cost				
Sl. No.	Particulars	Label	Price in INR per Unit	Price in INR per Unit (in words)
1	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of Solar based Mini Mast Lights as per the Technical Specification and all terms given in the RFP	A	INR [insert]	Indian Rupees [insert] only
2	Cost of CMC for 5 Years @ 10% of A with 2% each Year of CMC Period	$B = 10\% * A$		To be auto calculated
3	Total cost of Solar based Mini Mast Lights with CMC (Total Price)	$C = A+B$		To be auto calculated

Note:

1. Above rate contract shall be for period of one year from date of Letter of Empanelment
2. This format to be filled in the E-procurement Website as per the instruction given in the RFP.
3. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.

Price Bid for Street Lights - Category A Bidder
(Sample Format)

Date: [DD MMM YYYY]

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

Particulars		Description		
Name of the Project		Design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.		
Name of the Bidder		[insert the Bidder name]		
Category of the Bidder		Category A		
Package details		Package no. 2 for Street Lights		
Price Bid for Project – per unit total cost				
Sl. No.	Particulars	Label	Price in INR per Unit	Price in INR per Unit (in words)
1	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of Street Lights as per the Technical Specification and all terms given in the RFP	A	INR [insert]	Indian Rupees [insert] only
2	Cost of CMC for 5 Years @ 10% of A with 2% each Year of CMC Period	$B = 10\% * A$		To be auto calculated
3	Total cost of Street Lights with CMC (Total Price)	$C = A+B$		To be auto calculated

Note:

1. Above rate contract shall be for period of one year from date of Letter of Empanelment
2. This format to be filled in the E-procurement Website as per the instruction given in the RFP.
3. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.

7.2.3. Bid Form 20 (Price Bid - Category B Bidder)

Price Bid for Solar based Mini Mast Lights - Category B Bidder

(Sample Format)

Date: [DD MMM YYYY]

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

Particulars	Description
Name of the Project	Design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.
Name of the MSME Bidder	[insert the Bidder name]
Category of the Bidder	Category B
Package details	Package no. 1 for Solar based Mini Mast Lights
Whether the Bidder is willing to accept the lowest evaluated price determined (L1)	[Please select either Yes or No]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

Price Bid for Street Lights - Category B Bidder

(Sample Format)

Date: [DD MMM YYYY]

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

Particulars	Description
Name of the Project	Design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.
Name of the MSME Bidder	[insert the Bidder name]
Category of the Bidder	Category B
Package details	Package no. 2 for Street Lights
Whether the Bidder is willing to accept the lowest evaluated price determined (L1)	[Please select either Yes or No]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.3. Letter of Intent Forms

7.3.1. LOI Form 1 (Letter of Intent)

Letter of Intent

(To be submitted on the letterhead of OREDA)

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

From

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

To

[Bidder name]
[Address]

Sub: Letter of Intent to the Successful Bidders for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.

Reference:

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

With reference to the above, you have been selected as the Successful Bidder and you are requested to submit the following critical documents within a maximum period of fifteen (15) Days from the date of issue of this Letter of Intent, without any fail, else your Bid shall be liable for rejection and the Bid Security submitted to us shall be forfeited.

Sl. No	Critical documents
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to OREDA
2.	Submission of Performance Security as per ITB Clause 1.6.3

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.3.2. LOI Form 2 (Performance Security)

Performance Security (in the form of a Bank Guarantee)

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the issuing bank only.)

Bank Guarantee (BG) no.: [insert BG no.]

Date: [DD MMM YYYY]

To

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

WHEREAS M/s. [insert name of the Successful Bidder] having its registered office at [insert address] (hereinafter called "the Successful Bidder") has been selected as the Successful Bidder for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis with reference to Request For Proposal (RFP) no. [insert RFP no.] dated [DD MMM YYYY] and Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said Bidding Document that the Successful Bidder shall furnish OREDA with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Performance Security for compliance with its obligations in accordance with the Bidding Document, the Letter of Intent and the Work Order to be issued by OREDA.

AND WHEREAS we have agreed to give the Successful Bidder such a Performance Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to OREDA on behalf of the Successful Bidder for an amount up to a total of INR [Amount of the Bank Guarantee in words]([Indian Rupees in figures]) only and we undertake to pay OREDA upon OREDA's first written demand declaring the Successful Bidder to be in default under the various provisions of the Bidding Document and/ or the Work Order to be issued by OREDA and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without OREDA's need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Successful Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Bidding Document and/ or the Work Order to be issued by OREDA to be performed thereunder or any of the contract documents which may be made between you and the Successful Bidder shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the issuing bank.

This Bank Guarantee shall be a primary obligation of the issuing bank and accordingly OREDA shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Successful Bidder, to make any claim against or any demand on the Successful Bidder or to give any notice to the Successful Bidder or to enforce any security held by OREDA or to exercise, levy or enforce any distress, diligence or other processes against the Successful Bidder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction.

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "Orissa Renewable Energy Development Agency" in the bank and branch "Axis Bank Ltd., Mancheswar Branch, Bhubaneswar" having the account no. 918010103435005IFSC code UTIB0001973.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR [insert] (Indian Rupees [in words]) only and it shall remain with an expiry date up to [DD MMM YYYY, [insert] months from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 12 months from the date of expiry] and shall be extended from time to time for such period, as may be desired by M/s. [insert the Successful Bidder name] whose behalf this guarantee has been given.

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on [DD MMM YYYY] at [insert location of signing].

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch

Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

1. This Bank Guarantee format is prepared in line with the Annexure-II of Finance Department Office Memorandum 4939 dated 13 Feb 2012, Govt of Odisha [Ref Para 22(i1)].
2. Please ensure that each page of the Bank Guarantee is duly signed by the authorized signatory of the issuing bank and stamp of the issuing bank is affixed thereon.
3. Please ensure whether the last page is signed with full particulars including two witnesses under the seal of Bank as required in the prescribed format.
4. Please ensure that the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of the stamp paper under the signature of the stamp vendor. The date of purchase of stamp paper shall be not later than the date of execution of the Bank Guarantee.
5. In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.

7.3.3. LOI Form 3 (Sample format for CMC)

Sample format for Comprehensive Maintenance Contract (CMC)

CMC ref no: [insert]

Date: [DD MMM YYYY]

Sub: CMC for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.

Ref:

1. NIT no. [insert] dated [DD MMM YYYY]
2. RFP no. [insert] dated [DD MMM YYYY]
3. Letter of Intent no. [insert] dated [DD MMM YYYY]
4. Work Order no. [insert] dated [DD MMM YYYY]

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

CMC for maintenance of Project consisting of [Solar based standalone Mini Mast Lights and/or Street Lights] supplied and installed by M/s [insert the name of the Successful Bidder] for a CMC Period of five (5) years from the date of Commissioning of the Project.

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

Project	Location details	Remarks
[insert]	[insert]	[insert]

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

1. It has been envisaged in the Work Order under Article [insert] that the Project shall be warranted against any manufacturing defect and bad workmanship during the CMC Period of five (5) years from the date of Commissioning of the Project. As these Projects have been Commissioned after issuance of a Commissioning Certificate. Hence, the Second Party is fully responsible for their trouble-free maintenance and the Second Party is liable to rectify/ remove any defect noticed within the aforesaid CMC Period, free of cost.
2. The Second Party will impart training to at least two (2) designated persons from the organization be able to provide first aid repair service for the solar lighting systems.
3. The Performance Security has been submitted only in the form of the Bank Guarantee and the Bank Guarantees were issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha for an amount, expiry date and claim date as mentioned below:

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

BG no.	Amount	Expiry date	Claim date
BG 1	Two percent (2%) of Total Price	End of Empanelment Period + Fifteen (15) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry
BG 2	Two percent (2%) of Total Price	End of Empanelment Period + Twenty-Seven (27) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry

BG no.	Amount	Expiry date	Claim date
BG 3	Two percent (2%) of Total Price	End of Empanelment Period + Thirty-Nine (39) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry
BG 4	Two percent (2%) of Total Price	End of Empanelment Period + Fifty-One (51) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry
BG5	Two percent (2%) of Total Price	End of Empanelment Period + Sixty-Three (63) Months from the date of issuing Letter of Intent	Twelve (12) Months from the date of expiry

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

4. The CMC includes repair/ replacement of all spares, consumable and all the Equipment including but not limited to solar photovoltaic module, battery, LED Light, balance of systems, etc. during the CMC Period.
5. The Second Party shall establish a central office at Bhubaneswar, Odisha, and also establish local offices at the concerned Project location so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.
6. The Second Party shall undertake corrective maintenance upon registration of complaint by consumer at CRC-OREDA. After attending to the defect, the Second Party shall upload the required documents at ReSolve mobile application for successful closure of the complaints. The Second Party shall ensure rectification of defects and restore functionality within seven (7) Days of lodging the complaints.
7. The Second Party shall undertake scheduled maintenance work as per the prescribed format attached in Annexure Clause 7.5.7 and upload the required details and documents in the ReSolve mobile application strictly according to the given schedule.
8. The Second Party shall apprise the First Party about the requirements and supply of spares during warranty as well as CMC Period.
9. Annual report from CRC-OREDA shall be considered as token of verification of maintenance done and release of annual payment of CMC in arrears upon completion of each year of CMC Period.
10. It will be the liberty of the First Party to crosscheck the systems maintained by the Second Party. Random verification of the maintenance may be carried out by the First Party wherever necessary.
11. The Second Party may continue to maintain the gadgets after expiry of the CMC Period of five (5) years from the date of Commissioning of the Project, provided the Department/ First Party desires.
12. For adjudication of any dispute between the two (2) Parties arising on execution of this CMC, the matter shall first be brought to the notice of Chief Executive, OREDA.
13. In case there will be no amicable settlement of the issues, the matter can be referred to the court of law having jurisdiction at Bhubaneswar, Bhubaneswar only.

For and on behalf of Odisha Renewable Energy Development Agency (First Party),

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

[\[sign here\]](#)

Signature

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

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

Odisha Renewable Energy Development Agency

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

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

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

[\[sign here\]](#)

Signature

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

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

Name of the Bidder: [\[insert Bidder's legal entity name\]](#)

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

7.4. Pre-bid Form

Pre-bid queries

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

Sub: Submission of pre-bid queries for design, engineering, supply, installation, testing, commissioning and acceptance of solar based standalone Mini Mast Lights and Street Lights along with Comprehensive Maintenance for five (5) Years at various districts of Odisha on a rate contract basis.

We are pleased to submit the following pre-bid queries:

Sl. No.	Clause no.	Page no.	Clause	Clarification sought	Rationale
1					
2					
3					
4					
5					

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.5. Appendix to SOW - Project

7.5.1. Appendix Form 1 (Technical Specifications)

7.5.1.1. Solar based Mini Mast Light

7.5.1.1.1. Mini Mast Light

- a) White Light Emitting Diode (W-LED) light source based solar street lighting system

Lighting Emitting Diode (LED) is a p-n junction device which emits light when forward electric current possesses through it. A LED based solar street lighting system aims of providing solar electricity for operating LED lights for specified hours of operation per day. The broad performance specification of a White Light Emitting Diode (W-LED) light source based solar street lighting system is given below.

Broad Performance Parameters

- i. Solar based Mini Mast Lighting System of minimum 300 watts Module capacity and LED lights of 24 Watt respectively with 4 numbers light.
- ii. LiFePO4 battery, C/10, DoD 90%, Electronics Min 85% total efficiency, Average duty cycle Dusk to dawn Autonomy of 2 days
- iii. **Duty Cycle:** The LED Mini Mast Light should be designed to operate for 12 hours. (100% illumination for 6 hours and at 40% illumination for 6 hours). The system should have dusk to –dawn operation.

- b) Light Surface

The light source will be of white LED type, single lamp or multiple lamps can be used. The colour temperature of white LEDs used in the system should be in the range of 5500K - 6500 K. Use of LEDs which emits ultra-violet light will not be permitted. The lamps should be housed in an assembly suitable for outdoor use and shall comply with IP 65. The LED housing preferably should be made of pressure die cast aluminium having sufficient area for heat dissipation and heat resistant toughened clear glass/ high quality poly carbonate fitted with pressurised die cast aluminium frame with SS screw. The temperature of heat sink should not increase more than 30 ° C above ambient temperature even after 48 hours continuous operation. This condition should be complied even after two hours or operation at its maximum operation voltage i.e. just before over voltage cut off.

- i. The white LED should be of mini quality and should stands for maximum 50000 hours
- ii. The make, model number, country of origin and technical characteristics of white LEDs used in the lighting system must be furnished.
- iii. The LED unit shall comply to LM 79 and LM80.
- iv. The LED efficacy should be more than 110 lumen/ watt @ 350mA.

7.5.1.1.2. Solar photovoltaic (PV) modules:

- a) The PV modules must have quality to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards for module design qualification and type approval. Crystalline Silicon Solar Cell Modules IEC 61215 Edition (II).
- b) PV modules must have quality to IEC 61730 Part I & II, for safety qualification testing and to be used in a mainly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
- c) PV modules used in solar mini mast lights must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years. Full rated output of the SPV Array to be ensured after one year of operation.

- d) Number of modules and array capacity will depend on the rated output of individual modules. The peak power rating of the Solar PV array should not be less than as per rated capacity of PV Module.
- e) The total solar PV array capacity shall not be less than the 300 Wp capacity and should comprise of solar crystalline PV modules of minimum 75 Wp

7.5.1.1.3. Battery

- a) Lithium Ferro phosphate type battery.
- b) The battery will have a minimum rating of 12.8V/ 168 Ah or 2.15kWh at the C/10 discharge rate.
- c) 90% of the rated capacity of the battery should be between fully charged and load cut off conditions.
- d) Battery pack should have a proper 'Battery Management System' (BMS) for cell balancing, overcharge and over-temperature protection.
- e) Battery should conform to the BIS/ International standards (IS 16046:2015/IEC 62133:2012)

Description	Specification
Battery Nominal Ah Rating	168 Ah or 4x42 Ah or 2x84 Ah
Nominal Voltage	12.8 V
Cell Capacity	3.2Volt 5Ah/6Ah/10Ah and above
Battery type	Lithium Ferro phosphate
Battery Voltage Range	10V to 14.6±0.2Volt
Working Temperature Range	0°C ~ 60°C; humidity < 95%
Storage temperature range	0°C ~ 45°C
Self-Discharge (per Month)	<2%
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 the battery box
Certifications	As per BIS standard

7.5.1.1.4. Electronics

- a) The total electronic efficiency of DC-DC Converter should be at least 85%.
- b) Electronics should operate at 12V and should have temperature compensation for proper charging of the battery throughout the year.
- c) The light output should remain constant with variations in the battery voltages.

7.5.1.1.5. Electronic Protections

- a) The system should have protection against battery overcharge and deep discharge conditions.
- b) Fuses should be provided to protect against short circuit conditions.
- c) A blocking diode should be provided as part of the electronics, to prevent reverse flow of current through the PV module (s), in case such a diode is not provided with the PV module.
- d) Full protection against open circuit, accidental short circuit and reverse polarity should be provided.
- e) Adequate protection is to be incorporated under no load conditions, e.g. when the lamps are removed, and the system is switched ON.

- f) Electronics should operate on 12V and should have temperature compensation for proper charging of the battery throughout the year.
- g) The W-LED driver circuit should be based on constant voltage, constant current, mini frequency technology. The component used in LED driver circuit should be mainly reliable of reputed make and efficient.
- h) Efficiency- the total electronic efficiency should be at least 80%. W-LED Life – Lumen output of W-LED should remain same throughout the warranty period.

7.5.1.1.6. Charge Controller

The unit should have the following feature-

- a) This unit should be designed for charge regulation of storage battery and safe guard the battery against over charge & deep discharging.
- b) The voltage cut-off should be set in such a way to utilize the 75% of the fully charged battery capacity.
- c) The lower limit of cut off voltage should not be less than 10.8 Volts.
- d) The charge controller should reconnect the load when battery gets fully charged. The difference in these two voltage set point should be neither too small nor too large to avoid the relay chattering.
- e) A reverse blocking diode should be provided to prevent discharge of battery in rainy season and in night.
- f) The various functions should be displayed through LED indicator indicating the operations being carried out by the controller such as low battery warning sign (yellow), load current off (red) battery charging (green).
- g) A switch & fuse should be provided with the controller.
- h) The unit should have protection against short circuit, lightning, reverse polarity surge etc.
- i) The PCB's of controller should be glass epoxy.
- j) All the connector indication should be covered with transparent hard plastic sheet screened properly.
- k) The self-consumption of the charge controller shall not be more than 20mA at rated voltage and rated current.
- l) The electronics should operate at 12 Volt and the efficiency of DC-DC converter should be at least 90%.

Description	Specification
Nominal Battery Voltage	12.80V -Optimized for Lithium battery chemistry
Charge Controller Type	Maximum Power Point Tracking (MPPT)
Solar Charging Rating	12V 30A
Load Controller	Automatic Dusk to dawn with Dimmer.
Self-Consumption	<20mA
Efficiency	>85%
Indications	<ul style="list-style-type: none"> • Green --> Charging under process • Red --> Battery Low / Fault
Operating Temperature	0 to 60 Deg C (No de-rating of the unit) and 95% RH
Protections	<ul style="list-style-type: none"> • Over Charging / Deep Discharge • Overload - Auto shutdown and restart • Solar and Battery Reverse • Reverse Current Protection from Battery at Night

7.5.1.1.7. Mechanical Components

- a) The frame structure of module should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that it can be installed at the specified tilt angle.
- b) It should be possible to mount the light source on as metallic arm attached to the pole. For mini mast street lighting system each of the metallic arm / ring for holding the light assembly should be extended of at least 0.5 meter from the pole and set at a suitable angle to maximize uniform illumination of desired level over the specified area. Proper arrangement should be provided in the mini mast lights for repairing and maintenance.
- c) The pole should be hot dipped galvanized (120 microns) octagonal GI pipe, min top 90 mm diameter and bottom 190 mm with Baseplate of 300mmX300mmX16mm of 07 meters length with suitable thickness (minimum 4mm) to withstand at least 200 km. / hour of wind speed.
- d) Solar panel shall be at 7 meters from ground and batteries and luminaries shall be 1 meter below solar panels.
- e) Batteries shall be placed above luminaries with proper fixing arrangement and protection
- f) Civil Pedestal Foundation for pole should be of RCC type with 1:1.5:3 ratio, depth of column should be 900 mm and raft height 300 mm. PCC should be 100 mm height with 1:3:6 ratio. The pedestal must be 300 mm above ground to avoid water logging on the base plate, the details of foundation design and drawing with specification is enclosed as Clause 7.5.2

7.5.1.1.8. Electric Cable

- a) The electric cables shall be twin core PVC insulated water and UV resistance copper cables of minimum size 1.5 sqmm. Cables shall meet IS 1554 /694 Part I:1988 and shall be of 650V/1.1kV.

7.5.1.2. Solar based Street Light

The Technical Specification of a 15 W white-led (w-led) based solar street lighting system with lithium ferro phosphate battery is given below:

- a) A standalone solar photovoltaic street lighting system (SLS) is an outdoor lighting unit used for illuminating a street or an open area. The SLS consists of a 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 that emits light when an 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.
- b) Electricity generated by the PV module charges the battery during the daytime which powers the luminaire 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	Lithium Ferro Phosphate, 12.8V-30 AH or 384 Wh
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	<ul style="list-style-type: none"> • Minimum 26 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. • Minimum 13 Lux at lower illumination level (higher output is preferred)
Mounting of light	Minimum 4.5 meter pole mounted
Electronics Efficiency	Minimum 85% total
Duty Cycle	4 hours full light, rest of the time at a lower light level, with motion sensor. In case any movement is there, it senses it to glow to the full level. Then it comes back to a lower level after sometimes, automatically
Autonomy	2 Days or Minimum 26 operating hours per permissible discharge

7.5.1.2.1. PV Module

- a) Indigenously manufactured PV module should be used.
- b) The PV module should have crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286 from a MNRE/ NABL / BIS or IECQ accredited Laboratory.
- c) The power output of the module(s) under STC should be a minimum of 75Wp at a load voltage* of 16.4 ± 0.2 V.
- d) The open-circuit voltage* of the PV modules under STC should be at least 21.0 Volts.
- e) The module efficiency should not be less than 12 %.
- f) The terminal box on the module should have a provision for opening it for replacing the cable if required.
- g) There should be a Name Plate fixed inside the module which will give:
 - i. Name of the Manufacturer or Distinctive Logo.
 - ii. Model Number
 - iii. Serial Number
 - iv. Year of manufacture
- h) 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 Voc conditions of the PV modules are not applicable for the system having MPPT based charge controller

7.5.1.2.2. BATTERY

- a) Lithium Ferro phosphate type battery.
- b) The battery will have a minimum rating of 12.8V/ 30 Ah or 384 Wh at the C/10 discharge rate.
- c) 90% of the rated capacity of the battery should be between fully charged and load cut off conditions.
- d) Battery pack should have a proper 'Battery Management System' (BMS) for cell balancing, overcharge and over-temperature protection.
- e) Battery should conform to the BIS/ International standards (IS 16046:2015/IEC 62133:2012)

Description	Specification
Battery Nominal Ah Rating	30Ah

Description	Specification
Nominal Voltage	12.8 V
Cell Capacity	3.2Volt 5Ah/6Ah/10Ah and above
Battery type	Lithium Ferro phosphate
Battery Voltage Range	10V to 14.6±0.2Volt
Working Temperature Range	0°C ~ 60°C; humidity < 95%
Storage temperature range	0°C ~ 45°C
Self-Discharge (per Month)	<2%
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 the battery box
Certifications	As per BIS standard

7.5.1.2.3. LIGHT SOURCE

- The light source will be a white LED type.
- The colour temperature of the white LED used in the system should be in the range of 5500°K–6500°K.
- W-LEDs should not emit ultraviolet light.
- The light source must be operated dusk to dawn. First 4 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 the 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

Description	Specification
System Wattage	15W
Operating nominal Voltage	12.8 VDC
Input Voltage range	10.8V-14.4 VDC
LED type	High Power LED
LED efficacy	110 Lm/Watt(minimum)
LED MAKE	CREEE / Philips/Osram/Seoul/Nichia or equivalent
Colour Index (CRI)	CRI >60
Viewing Angle	120°
Driver type	DC-DC - Compatible for Solar Panel power
Driver efficiency	>85%
Luminaries housing	Aluminium
Ingress Protection	IP 65
Motion sensor Range	3 meters
Certifications	LM-80 for LED Confirmation to BIS or equivalent standards

7.5.1.2.4. ELECTRONICS

- The total electronic efficiency should be at least 85%.
- Electronics should operate at an appropriate voltage suitable for proper charging of the battery.
- No Load current consumption should be less than 20 mA.
- The PV module itself should be used to sense the ambient light level for switching ON and OFF the lamp.

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

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

7.5.1.2.5. ELECTRONIC PROTECTIONS

- a) Adequate protection is to be incorporated under "No Load" conditions e.g. when the lamp is removed and the system is switched ON.
- b) The system should have protection against battery overcharge and deep discharge conditions.
- c) Fuse should be provided to protect against short circuit conditions.
- d) Protection for the reverse flow of current through the PV module(s) should be provided.
- e) Adequate protection should be provided against battery reverse polarity.
- f) Load reconnect should be provided at 80% of the battery capacity status.

7.5.1.2.6. MECHANICAL COMPONENTS

- a) A corrosion-resistant metallic frame structure should be fixed on the pole to hold the SPV module.
- b) 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.
- c) Pole should be Hot dip galvanized pipe as per IS1161 & IS4736 i.e. Class B
- d) The height of the pole should be 4.5metres above the ground level, after grouting and final installation. Pole should be minimum 3" dia with 2.2 mm thickness.
- e) The pole should have the provision to hold the luminaire.
- f) The battery shall be either included in the luminaries enclosure, which should be waterproof (IP 65) and corrosion-resistant or outside the luminaries enclosure and housed in the battery box. The box must have the antitheft arrangement to fix with the pole and the battery box should be corrosion resistant and metallic box (IP 65) for outdoor use. The battery box should have an industrial locking arrangement.

7.5.1.2.7. INDICATORS

- a) The system should have two indicators, green and red.
- b) The green indicator should indicate the charging under progress and should glow only

- c) When the charging is taking place. It should stop glowing when the battery is fully charged.
- d) Red indicator should indicate the battery "Load Cut Off" condition.

7.5.1.2.8. QUALITY AND WARRANTY

- a) The Warranty Card to be supplied with the system must contain the details of the system.

7.5.1.2.9. COMPREHENSIVE MAINTENANCE MANUAL

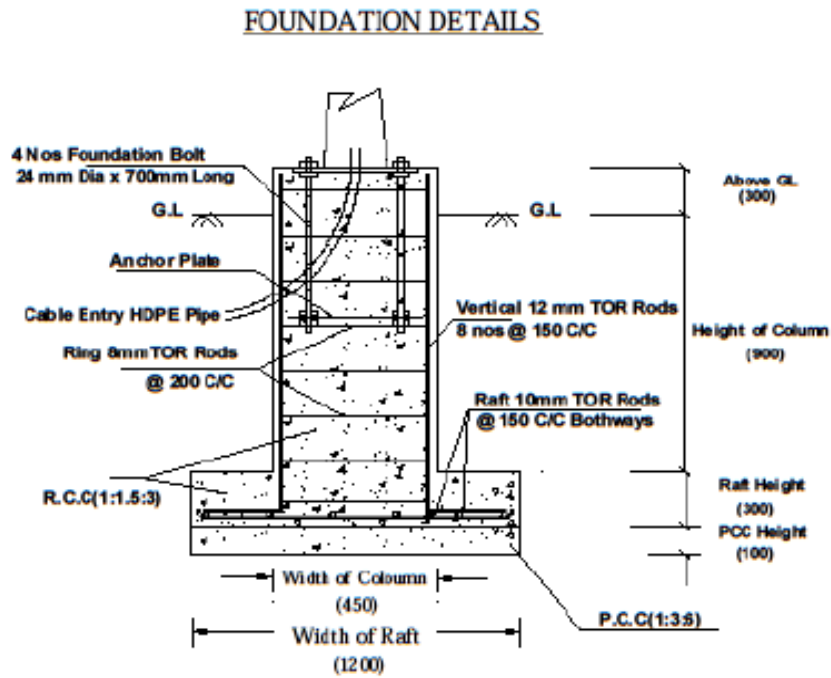
An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the SLS. The following minimum details must be provided in the Manual:

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

7.5.2. Appendix Form 2 (Designs and Drawings)

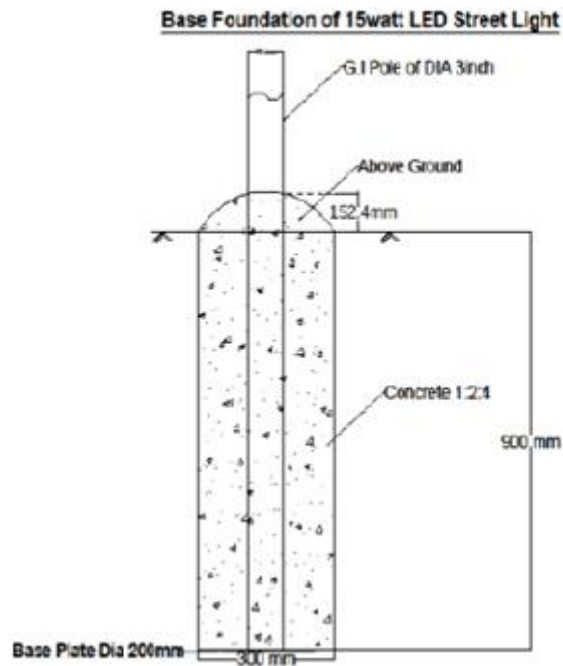
7.5.2.1. Design and drawing for mini mast light

The indicative drawing of base foundation of mini mast light is given below:



7.5.2.2. Design and drawing for street light

The indicative drawing of base foundation of street light is given below:



7.5.3. Appendix Form 3 (Spares)

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

Name of the Spares	Technical Specification	Unit	Total quantum requirement in no.
Solar photovoltaic modules @ 2% of the total capacity	As per the Technical Specification of the RFP	Nos.	
LED Lights @ 2% of the total capacity	As per the Technical Specification of the RFP	Nos.	
Batteries @ 2% of the total capacity	As per the Technical Specification of the RFP	Nos.	

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

7.5.4. Appendix Form 4 (Commissioning Report)

The Commissioning Report shall essentially capture the health of the Project at the time of Commissioning along with the various observations which will be captured in accordance with the Applicable Law and Prudent Utility Practices prevailing in Odisha and any general practices followed in the solar industry. The Commissioning Committee will prepare the Commissioning Report. In addition, the OREDA will provide the compliance report as per CRC procedures and this shall be referred along with the Commissioning Report for the issuance of Joint Commissioning Certificate.

The sample Commissioning Report is represented below:

Commissioning Report–Solar based standalone Mini Mast Light and Street Light

Date: [DD MMM YYYY]

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

Reference:

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

This Commissioning Report is prepared for the Bidder [insert name of Bidder] for the Project named as [insert] developed at [insert] village of [insert] block at [insert] district of Odisha.

The Project details are given below:

Sl. No.	Items	Details
1.	Name of the Office	
2.	Address	
3.	Details of the Project	
a.	Nos. solar mini mast light	
b.	Nos. solar street light	
4.	CMC manual	(Yes/No)
5.	Dos & Don'ts in the form of a booklet	(Yes/No)
6.	On/Off Test on solar mini mast light and/or street light	
7.	Visual Inspection	

The above solar lighting systems was/were commissioned as per applicable guidelines suggest that the performance of the above solar lighting systems are satisfactory.

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency (OREDA)

Seal:

7.5.5. Appendix Form 5 (Joint Commissioning Certificate)

Joint Commissioning Certificate of Solar based standalone Mini Mast Light and Street Light

(To be issued by OREDA on the letterhead)

TO WHOMSOEVER IT MAY CONCERN

Ref. no.: [insert]

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

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

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has successfully commissioned the Project at [insert village name] village, [insert district name] District in Odisha.

[insert the Project details]

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

1. Commissioning Report as submitted by Commissioning Committee
2. Installation report as uploaded on CRC created using the ReSolve Mobile App only

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal:

7.5.6. Appendix Form 6 (Acceptance Certificate)

Acceptance Certificate of Solar based standalone Mini Mast Light and Street Light

(To be issued by OREDA on the letterhead)

TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

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

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has successfully commissioned the Project at [insert village name] village, [insert district name] District in Odisha with respect to the ref. no. 5 and it is operating successfully for a period of ninety (90) Days from the date of the Joint Commissioning Certificate.

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

1. Acceptance Report as submitted by the Commissioning Committee prepared in line with Commissioning Report
2. Installation report as uploaded on CRC created using the ReSolve Mobile App only
3. No claim/ lien certificate

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal:

7.5.7. Appendix Form 7 (Scheduled Maintenance):

The periodic Scheduled Maintenance protocol for the Project is given below:

Sr. No.	Task	Quarterly	Semi-annual	Annual	Bi-annual
1	PV Array				
A	Inspect each PV modules for damage				
B	Observe PV array shading and take corrective measures				
C	Clean array with water and removes debris around the array				
D	Inspect array mounting structure, check for loose fasteners, corrosion, broken/ damaged concrete footings, etc. and take corrective measures, if necessary.				
E	Check the array box, all wires and cables to take corrective measures if necessary.				
F	Adjust tilt angle, if necessary				
G	Check array current & voltage. If required each module current, voltage & bypass diode condition.				
H	Check for any loose contacts in the string connection (+ve/-veMC4 connectors)				
2	Protection devices				
A	Check for continuity of lightning arrester (if any)				
B	Check system earthing				
3	Battery				
A	Check Battery capacity and backup time				
4	LED Light				
A	Clean Streetlights, remove, dust and debris				
B	Check for loose fasteners, wires and cables, corrosion, broken/ damaged concrete footings, etc. and take corrective measures, if necessary.				
C	Check for any loose contacts in the connections				

7.5.8. Appendix Form 8 (Test Certificates – IEC and IP certifications)

The Test Certificate requirements for the Project are given below:

Sl. No.	Major Component	Test Certificates Required	Test description	Designated Test Labs
1	Crystalline Silicon Terrestrial PV Modules	IEC 61215	Design qualification	MNRE/NABL/BIS authorized Test Lab
		IEC 61730	Safety Qualification	MNRE/NABL/BIS authorized Test Lab
		IEC 61701	Salt Mist Corrosion Test	MNRE/NABL/BIS authorized Test Lab
2	Battery (LiFePO4)	IS 16046 – 2015 /IEC 62133- 2012	Standard for LiFePO4 battery	MNRE/NABL/BIS authorized Test Lab
3	LED Lights & Luminaires	LM 79 & LM 80	Measures the electrical and photometric properties of LED products and maintenance of the luminous flux for a group of electroluminescent diodes (LED) at various operating temperature	MNRE/ NABL /BIS authorized Test Lab
4	Complete solar streetlight	As per testing specifications of MNRE		MNRE/NABL/BIS authorized Test Lab

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

7.6. Appendix to SOW – CRC guidelines

7.6.1. Disclaimer

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

7.6.2. Declaration

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

7.6.3. Intent behind framing these guidelines

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

7.6.4. Context

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

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

7.6.5. Objectives:

The primary objectives of this new initiative are

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

7.6.6. Stakeholders:

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

7.6.6.1. Customers:

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

7.6.6.2. Sponsors

Sponsors are the Government Departments/Organizations sponsoring the schemes/program under which the RE systems/devices are installed. Sponsors are responsible for availing and

extending maintenance contracts and organizing funds for the same. Sponsors are to be kept informed about the maintenance activities as well as emergent situations that call for material and financial resources.

7.6.6.3. Panchayati Raj Institutions (PRIs)

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

7.6.6.4. Vendors

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

7.6.6.5. Original Equipment Manufacturers (OEMs)

The Manufacturers of the original equipment used in RE systems/devices are important stakeholders as far as delivery of effective maintenance services is concerned. Without a proper inventory of spares at their end for the entire period of maintenance and quick response to the need for spares at the project site, it is almost impossible to deliver effective maintenance services on the part of the vendors. Hence OEMs must enter into tripartite agreements with vendors as well as OREDA with regards to the adequacy and timely supply of spares. OREDA may also consider empaneling OEMs of important items such as pumps, invertors, CPUs, etc.

7.6.6.6. OREDA

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

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

7.6.7. Process

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

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

4. Managing the R&M.

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

7.6.7.1. ONBOARDING:

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

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

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

Once a scheme is on-boarded the details are to be intimated to CRC for the creation of a new account.

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

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

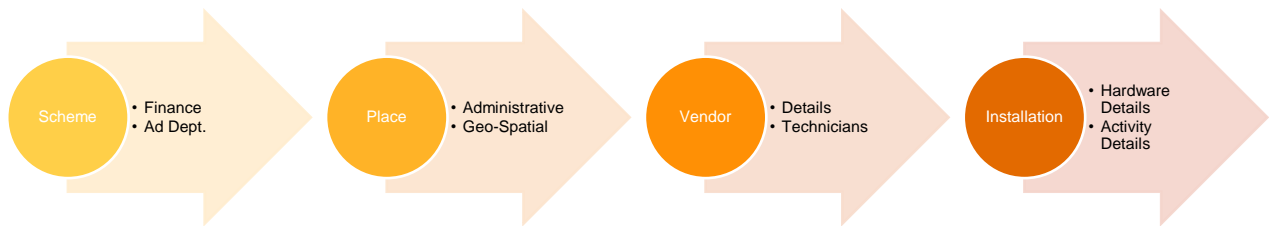
- a) Date of commencement
- b) Details of all hard wares
- c) Exact location of installation
- d) Complete step by step installation details including the picture as per the installation app.
- e) Date of commissioning the project

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

7.6.7.3. SUPERVISION:

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

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



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

7.6.8. R&M Management:

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

7.6.8.1. Scheduled (Preventive) Maintenance:

- A master maintenance schedule is to be drawn up for the organization covering each installation.
- This will be done by stratifying the districts into District Clusters based on logistical convenience.
- Each Cluster will be broken down into three geographical patches (comprising of Blocks/ GPs) called as Maintenance Cluster to evenly distribute the ticket load across each month within that Maintenance Cluster.
- The CRMS, well before the schedule, will fire a flurry of emails and SMS to the Vendors notifying about the list of installations they must cover in each of the Clusters within that Month. A ticket for each installation in the list will be automatically generated. It may be noted that though the list is sent in one list, separate emails will be sent for each ticket on which communication/ transactions have to be made by the Vendor

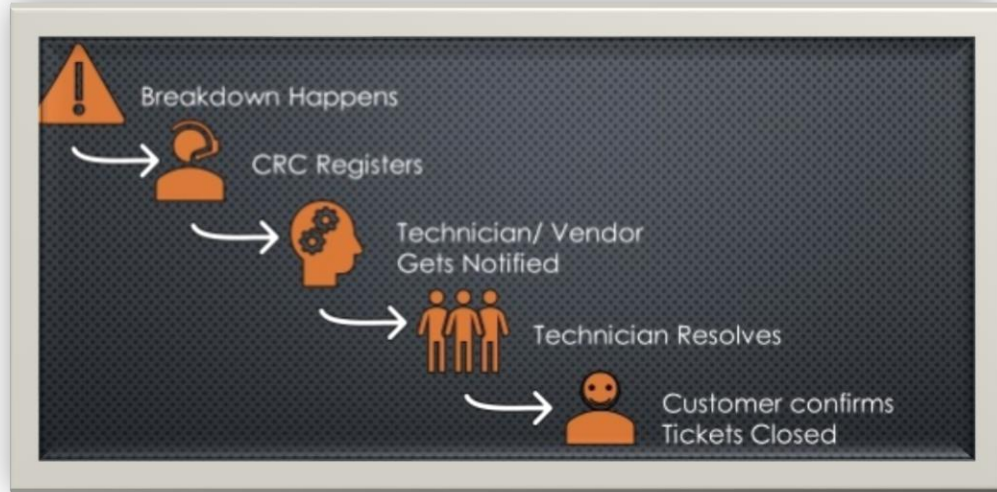
- e) It's the responsibility of the Vendors to track each case through their authorized technicians and report compliance throughout the month as soon as they cover the installations.
- f) The technicians/ SPOC of the vendor must share the documents/evidence required for the acceptance of resolution over e-mail in the same thread the ticket was raised. No resolution mail other than that thread will be accepted. The protocol of communication may get subsequently changed to improve operational efficiency.
- g) The CRC as soon as it receives the resolution mail, will cross verify the claim of resolution by the technicians and may close the ticket or return for rework.



- h) The CRMS at the end of the month will compute the performance of the ticket/ Vendor/ Scheme and release a scorecard.

7.6.8.2. Unscheduled (Corrective) Maintenance:

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



7.6.9. Repair and Maintenance Regime:

7.6.9.1. Scheduled Maintenance:

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

a) Activities under each category of Tickets:

The vendor is warranted to visit the installations and undertake a list of activities linked to that category of ticket. The ticket category can be of Quarterly, Half Yearly and Annual. To know the installation of a Class-specific and ticket Category-specific list of activities, kindly refer to Appendix Clause 7.5.7.

b) Time Limit:

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

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

c) Route/ Sequence:

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

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

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

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

d) Score:

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

The scores are:

Visits	Activity Types	Earnings	Penalties
--------	----------------	----------	-----------

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

7.6.9.2. Corrective Maintenance:

a) Service Standards:

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

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

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

b) Methodology:

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

c) Reconnaissance:

Within 2 days of the ticket date.

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

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

d) Repair:

Within 7 days of the ticket date.

- i. The authorized technicians of the vendor must move to the location with the resources to undertake the repair.
 - ii. Upon completion of the repair, the installations must be tested in the presence of the customer/ custodian.
 - iii. Requisite evidence and documentation must be completed by the technicians and immediate intimation need to be sent to the CRC.
- e) How to handle repair beyond the scope of MC
 - i. At the reconnaissance stage, when the vendor realizes that the requirement is beyond the scope of MC, he must request closure giving appropriate reasons.
 - ii. He must use the same communication channel as he would have used for resolution,
 - iii. The CRC then would take it off the Vendor list and transfer it to the OREDA list.
 - iv. OREDA will take this matter up with their principals for resolution.
- f) Score:
 - v. Each vendor at the start will be given a Credit account of 8760 hrs. (365 Days x 24 hrs.) for each of the installation he is responsible for maintenance. That will be known as the 'Total Achievable Uptime'.
 - vi. When a request for service gets registered at the CRC the clock is started from the next day. The day the Vendor responds to a ticket informing successful resolution, the Clock stops on that day.
 - vii. At the end of a period, the time taken for each ticket for a resolution, which is converted into hours gets deducted from the 'Total Attainable Uptime' of that Ticket.
 - viii. And if the resolution time exceeds the set time of '7 Days', the system will treat those additional days with twice the score.
 - ix. The system is so designed that the lesser the time is taken to resolve, the higher will be his Net Score. More he takes time to resolve; higher will be his penalty score which may erode his other good works.

7.6.10. Implementation:

7.6.10.1. Training and Orientation:

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

7.6.10.2. Helpdesk:

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

7.6.10.3. Performance Evaluation:

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

7.6.10.4. Computation of performance

Examples from the shared Excel sheets may be incorporated.

7.6.10.5. Rewards and Recognitions

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

OREDA will.

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

7.7. No claim/ lien certificate

No claim/ lien certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

We, the undersigned, certify that we are free and clear from any and all claims, liens, security interest, encumbrances, unpaid vendors'/ suppliers' lien or otherwise, arising out of or in connection to the performance of the Work Order no. [insert] dated [DD MMM YYYY]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

End of Document