



ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY

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

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

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

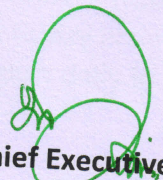
e-TENDER CALL NOTICE

Notice No: 3695

Date: 02/12/2021

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis.


Details can be seen from the website www.tenderwizard.com/OREDA or www.oredaorissa.com . Further corrigendum, if any, will be uploaded in these websites only.


Chief Executive

Date 02/12/2021

Memo No. 3696 /OREDA

Copy forwarded to the The Principal CCF (Wild Life) & Chief Wildlife Warden, Odisha, Prakruti Bhawan, Plot No. 1459, Saheed Nagar, Bhubaneswar-751007 for favour of information.


Chief Executive

Date: 02/12/2021

Memo No. 3697

Copy forwarded to Additional Chief Secretary, Forest and Environment Dept, Govt. of Odisha for favour of kind information.


Chief Executive

Date: 2/12/2021

Memo No. 3698 / OREDA

Date 02/12/2021

Copy forwarded to the Principal Secretary, Energy Department, Govt. of Odisha for favour of information.


Chief Executive

Memo No. 3699 / OREDA

Date 02/12/2021


Copy forwarded to M/S KEONICS, A Govt. of Karnataka Undertaking, No.29/1, Race course Road, Bangalore- 560 001 for information and necessary action.


Chief Executive

Memo No. 3700(4) / OREDA

Date 02/12/2021

Copy forwarded to the Director (Admin) / All Divisional Heads / Publicity Wing / Notice Board / Website of OREDA i.e. www.oredaodisha.com for information and necessary action. The advertisement may please be published in two Odia daily and in one English daily in all editions.


Chief Executive



Request for Proposal (RFP) for the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis.

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

RFP no.: 3695 **Dated:** 02.12.2021

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 intentionally left blank)

Notice Inviting Tender (NIT)

NIT no.: 3695 Dated: 02.12.2021

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 the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across 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	02.12.2021
2.	Due date and time for receipt of pre-bid queries on the RFP	10.12.2021, Time: 1:00 PM
3.	Date and time for the pre-bid meeting through online mode only. Meeting invite link on google hangout platform: https://meet.google.com/vhy-cvmm-mvb?hs=224	13.12.2021, Time: 11:30 AM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid	04.01.2022, Time: 5:00 PM
5.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only	06.01.2022, Time: 1:00 PM
6.	Due date and time for the opening of Technical Bid for both online copies and hard copies, except Price Bid	06.01.2022, Time: 3:00 PM
7.	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

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. dated 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
Affiliate	:	In relation to another company means a company in which that other company has a "significant influence". "significant influence" means control of at least twenty per cent. of total share capital, or of business decisions under an agreement;
Amendment	:	shall have the meaning ascribed to it in GCC Clause 5.1.2
AOA	:	shall mean Article of Association
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
AY	:	shall mean Assessment Year
BDS	:	shall mean Bid Data Sheet
Beneficiary	:	shall mean Individual or Community selected by the DFO, Forest & Environment Department for implementation of solar fencing project
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
BIS	:	shall mean Bureau of Indian Standards
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
CMC	:	shall mean Comprehensive Maintenance Contract
CMC Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
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
CPSU	:	shall mean Central Public Sector Undertaking
CRC	:	shall mean Customer Relationship Centre
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current

Definitions and abbreviation	:	Description
DCB	:	shall mean Domestic Competitive Bidding
DCDB	:	shall mean Direct Current Distribution Board
Defect Liability	:	shall have the meaning ascribed to it in GCC Clause 5.5.4
Defect Liability Period	:	shall have the meaning ascribed to it in GCC Clause 5.5.4
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
DFO	:	shall mean Divisional Forest Office
DPR	:	shall mean Detail Project Report
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the date of issuance of the Work Order
Empanelment Order	:	shall have the meaning ascribed to it in ITB Clause 1.6.2
EPC	:	shall mean Engineering, procurement, and construction
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
FDR	:	shall mean Fixed Deposit Receipt
FOR	:	shall mean Freight on Road
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
HRS	:	shall mean Hours
FY	:	shall mean Financial Year
GCC	:	shall mean General Conditions of Contract
GOI	:	shall mean Government of India
Government	:	shall mean Government of India or any State Government, as applicable, which includes government agencies and public sector undertakings
GPRS	:	shall mean General Packet Radio Service
GPS	:	shall mean Global Positioning System
GSM	:	shall mean Global System for Mobile Communications
GST	:	shall mean Goods and Services Tax
IEC	:	shall mean International Electrotechnical Commission
IFSC	:	shall mean Indian Financial System Code
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
ISI	:	shall mean Indian Standards Institute
ISO	:	shall mean International Organization for Standardization
ITB	:	shall mean Instructions to Bidders
JCC	:	shall mean Joint Commissioning Certificate
KSEDC	:	shall mean Karnataka State Electronics Development Corporation
kWp	:	shall mean kilo-Watt peak
LDK	:	shall mean Light Diverter Kit
LOI	:	shall mean Letter of Intent
MNRE	:	shall mean Ministry of New and Renewable Energy
MOA	:	shall mean Memorandum of Association
Month	:	shall mean a calendar month
MSME	:	shall mean Micro, Small & Medium Enterprises
NABL	:	shall mean National Accreditation Board for Testing and Calibration Laboratories
NIT	:	shall mean Notice Inviting Tender
ReSolve Mobile App	:	shall mean mobile app platform developed by OREDA for RE asset identification and maintenance
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OEM	:	shall mean Original Equipment Manufacturer

Definitions and abbreviation	:	Description
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
PAN	:	shall mean Permanent Account Number
PCC	:	shall mean Plain Cement Concrete
PKI	:	shall mean Public Key Infrastructure
Project Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
PCCF&CWW	:	shall mean Principal Chief Conservator of Forests and Chief Wildlife Warden
PSU	:	shall mean Public Sector Undertaking
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
Qualified Bidder (s)	:	shall mean the Qualified Bidder who is meeting Qualification Requirement
RCC	:	shall mean Reinforced cement concrete
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
SMS	:	shall mean short message service
SOW	:	shall mean the Scope of Work
SPV	:	shall mean Solar Photovoltaics
Successful Bidder	:	shall mean the Successful Bidder who is notified in the Empanelment Order and Work Order will be issued by the DFO, Forest & Environment Department for solar fence project
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;
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
VFPC	:	shall mean Village Fence Protection Committee

Definitions and abbreviation	:	Description
Work Order	:	shall have the meaning ascribed to it in ITB Clause 1.8.3
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	8
1. Instruction to Bidders (ITB)	11
1.1. General	11
1.2. Contents of the RFP.....	12
1.3. Preparation of Bids.....	13
1.4. Submission and Opening of Bids	17
1.5. Evaluation and Comparison of Bids	18
1.6. Issue of LOI	20
1.7. Empanelment Order.....	20
1.8. LOI and Work Order for Solar Fence Project.....	21
2. Bid Data Sheet (BDS)	23
2.1. Specific provisions of ITB.....	23
3. Scope of Work (SOW)	27
3.1. About the Project.....	27
3.2. Roles and Responsibilities	27
3.3. Technical details of Project	30
3.4. Project Timelines.....	31
4. Qualification Requirement (QR)	32
4.1. General Qualification Requirement	32
4.2. Specific Qualification Requirement	33
4.3. Technical Qualification Requirement	34
4.4. Financial Qualification Requirement	34
5. General Conditions of Contract (GCC)	36
5.1. General	36
5.2. Payment	37
5.3. Intellectual Property	38
5.4. Execution of the Project	39
5.5. Guarantees and Liabilities.....	41
5.6. Risk Distribution	43
5.7. Change in Work Order Elements	45
5.8. Disputes and Arbitration.....	49
6. Special Conditions of Contract (SCC)	51
6.1. Specific provisions of GCC	51
7. Annexure	54

7.1. Bid Forms – Technical Bid	54
7.2. Bid Forms – Price Bid	73
7.3. Letter of Intent Forms	78
7.4. Pre-bid Form	89
7.5. Appendix to SOW – Solar Fence Project	90
7.6. No claim/ lien certificate	106
7.7. Appendix to SOW – CRC guidelines	107

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 RFP containing 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 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 1.3.3.3 respectively, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copies of the Bid shall be submitted pursuant to ITB Clause 1.3.3.4 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 (Covering Letter of Technical Bid)	Copy of the “ Covering Letter of Technical 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 for all the Bidders and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).
Bid Form 2 (Summary of the Technical Bid)	Copy of the “ Summary of the Technical Bid ” duly signed by the Authorized Signatory and stamped by the Bidder along with the required attachments as given therein.

Bid Form	Particulars
	This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).
Bid Form 3 (Power of Attorney)	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. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).
Bid Form 4 (Technical Qualification)	Copy of the “ Technical Qualification ” certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder’s technical qualification as given in QR Clause 4.3. This is a mandatory submission for the Bidder participating as a Developer only and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).
Bid Form 5 (Financial Qualification)	Copy of the “ Financial Qualification ” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification as given in QR Clause 4.4. This is a mandatory submission for the Bidder participating as a Developer only and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).
Bid Form 6 (Test Certificates)	Copy of the declaration for the “ Test Certificate ” for the Equipment as mentioned in QR Clause 4.2.1. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).
Bid Form 7 (Self-certificate)	Copy of the declaration of the “ Self-certificate ” duly signed by the Authorized Signatory and stamped by the Bidder and notarized by the appropriate authority 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 as given in QR Clause 4.1.3. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).
Bid Form 8 (Undertaking for Indigenesness)	Copy of the “ Undertaking for Indigenesness ” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use all the Equipment in this Project are indigenous and Made in India, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).
Bid Form 9 (No Deviation Certificate)	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. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).

1.3.3.3. The online submission of the Price Bid shall comprise the following:

Bid Form	Particulars
Bid Form 10 (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 10 of Section 7 (Annexure).
Bid Form 11 (Price Bid– Category A Bidder)	Copy of the “ Price Bid ” duly signed by the Authorized Signatory and stamped by the Bidder mentioning the Quoted Price for the Bid. This is a mandatory submission and shall be submitted in Microsoft xls. or .xlsx format only as per the sample requirements given in Bid Form 11 of Section 7 (Annexure).
Bid Form 12 (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 at the L1 price 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 12 of Section 7 (Annexure).

1.3.3.4. The original hardcopy of the Bid shall be submitted in sealed cover envelope comprise the following:

Bid Form	Particulars
Bid Form 2 (Summary of the Technical Bid)	<p>Cost of Bid:</p> <p>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.</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> <p>Bid Security:</p> <p>Bid Security Declaration Form shall be submitted as per Bid Form 2.</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>

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 1.3.3.3. **For example, the name of the online copy while uploading Form 1 shall be “Bid Form 1 (Covering Letter of Technical Bid)”** 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 11 and Bid Form 12.

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 2 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 Qualified Bidder accepting the Letter of Intent (LOI) with required formalities.

1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Qualified Bidder shall be returned within a maximum time period of thirty (30) Days after completion of empanelment period with required formalities.

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 Bidders quoting L1 price fails to accept the offer.
- c) if the Successful Bidder fails to
 - i. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6; or
 - ii. accept the LOI pursuant to ITB Clause 1.8.1; or
 - iii. furnish the Performance Security pursuant to ITB Clause 1.8.2; or
 - iv. accept the Work Order pursuant to ITB Clause 1.8.3;

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 submission of Technical Bid pursuant to ITB Clause 1.3.3.2.
- 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 1.3.3.3.
- c) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under hardcopy submission of Bid pursuant to ITB Clause 1.3.3.4
- d) Late Bids received as per ITB Clause 1.4.3.
- e) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
- f) 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 Empanelment Order, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the issuance of Empanelment 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 Empanelment 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 Empanelment 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 1.3.3.4 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 1.3.3.4.
- 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 LOI

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 Empaneled Bidder(s) shall be selected as per the procedures mentioned in Section 2 (BDS).

1.6.2. Issue of LOI

1.6.2.1. Prior to the expiry of the period of Bid validity, OREDA shall notify the Qualified Bidder(s), in writing, that its Technical 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 LOI within a maximum time period of thirty (30) Days from submission of bids, as per LOI Form 1 under Section 7 (Annexure), to the Qualified Bidder(s) and is responsive to the Bidding Document, provided further that the Bidders are determined to be qualified for the issuance of LOI satisfactorily.

1.6.2.3. Upon receiving the LOI, the Qualified Bidders shall fulfill all other requirements given under the LOI and submit the below mentioned critical documents within a maximum time period of seven (7) Days from the date of LOI and provide its acceptance, without any fail, else such Bids shall be liable for rejection.

Sl. No	Critical documents
1.	Acceptance to the LOI by signing the copy of the LOI along with an official seal, date, and submission to OREDA
2.	Valid Test Certificates along with datasheets of all Equipment used in the Project, as per Bid Form 6 of Section 7 (Annexure).
3.	Copy of the ISO certificate for ISO 9001 and ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM (as applicable)
4.	Contact information of various OEMs of all Equipment used in the Project

1.7. Empanelment Order

1.7.1. Award of Empanelment Order

- 1.7.1.1. Failure of the Qualified Bidders to complete all the formalities mentioned in the LOI pursuant to ITB Clause 1.6.2 shall constitute sufficient grounds for the annulment of the LOI. In all cases, the Bid of the Qualified 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 does not accept the LOI, then OREDA shall have the right to annul the bidding process, at its own discretion.
- 1.7.1.2. Upon completion of all the formalities mentioned in the LOI within the stipulated timeline by the Bidder(s), OREDA shall issue the Empanelment Order to the Qualified Bidder(s) within a maximum time period of seven (7) Days.
- 1.7.1.3. Empanelment Order issued to Qualified Bidder(s) accepting the LOI with required formalities shall be called as Empaneled Bidder(s).

1.7.2. Content of Empanelment Order

- 1.7.2.1. Empanelment of vendors under the Program shall be done for different type of fencing as provided below. Bidders may submit bid for any or all type of fence proposed under the program:

Type of fencing	Description			
	Wires	Height	Spacing	Targeted animals
Solar fence Type 1	3	24"	6", 8" and 10"	Hog fence
Solar fence Type 2	3	40"	20", 10" and 10"	Cattle, horses, and large animal fence
Solar fence Type 3	4	46"	16", 10", 10" and 10"	Cattle, horses, and large animal fence
Solar fence Type 4	5+1 GI wire	46"	12", 10", 10", 10", 10" and -6"	Feedlot, horse, wild boar fence
Solar fence Type 5	5	40"	6", 6", 8", 10" and 10"	Predators, cattle, deer, sheep
Solar fence Type 6	6	42"	6", 6", 6", 6", 8" and 10"	Predators, cattle, deer, sheep
Solar fence Type 7	7	82"	10", 10", 10", 10", 10", 10" and 10"	Elephants and Deer fence
Solar fence Type 8	As per design	84"	As per design	Elephants

- 1.7.2.2. Empanelment Order will mention the lowest discovered price for each type of fence and list of Empaneled Bidder(s). The Discovered Price shall remain valid until the expiry of the Empanelment Period.

1.8. LOI and Work Order for Solar Fence Project

1.8.1. LOI for Solar Fence Project

- 1.8.1.1. Divisional Forest Office (DFO), Forest & Environment Department of various districts in Odisha shall identify solar fence projects and beneficiaries in their area of operation.
- 1.8.1.2. DFO, Forest & Environment Department shall issue LOI for solar fence project to Empaneled Bidder(s) in accordance with the Empanelment Order as per ITB Clause 1.7.
- 1.8.1.3. Upon receiving the LOI, the Empaneled Bidder(s) shall fulfill all other requirements given under the LOI and submit the below mentioned critical documents within a maximum time period of Thirty (30) Days from the date of Letter of Intent and provide its acceptance, without any fail, else such Bids shall be liable for rejection.

Sl. No	Critical documents
1.	Acceptance to the LOI by signing the copy of the LOI along with an official seal, date, and submission to DFO, Forest & Environment Department
2.	Submission of Performance Security as per ITB Clause 1.8.2
3.	Submission of DPR Part 1 for each project which include design and drawing, site survey report, estimated cost and the finalized location of the solar fence project etc.

Sl. No	Critical documents
4.	Submission of a Detailed Workplan in line with the Project Timelines mentioned in the SOW Clause 3.4.1 for the implementation of Project.
5.	Single line diagram of the Project.
6.	Contact information of various OEMs of all Equipment used in the Project
7.	Bill of materials along with spares

1.8.2. Performance Security

1.8.2.1. Within thirty (30) Days of the receipt of LOI for solar fence project from DFO, Forest & Environment Department as per ITB Clause 1.8.1.3, Empaneled Bidder(s) shall furnish the Performance Security as per LOI Form 4 under Section 7 (Annexure) to DFO, Forest & Environment Department.

1.8.2.2. The Performance Security shall be denominated in Indian Rupees only.

1.8.2.3. 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 DFO, Forest & Environment Department payable at [name of city], Odisha for an amount, expiry date and claim date as mentioned in Section 2 (BDS).

1.8.3. Issue of Work Order

1.8.3.1. Upon completion of all the formalities mentioned in the Lol for solar fence project within the stipulated timeline by the Empaneled Bidder, DFO, Forest & Environment Department shall approve Detail Project Report (DPR) and issue the Work Order to the Empaneled Bidder within a maximum time period of within thirty (30) Days.

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 fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis.</p> <p>RFP no. 3695 Dated: 02.12.2021</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 1.3.3.4	Estimated Cost (INR)	Bid Security (INR)	Cost of Bid (INR)	Bid Processing Fee (INR)
		10 Crores	NA	10,000 + GST	5,000 + GST
		<p>Note:</p> <ol style="list-style-type: none"> The Bidder who is exempted to pay the Cost of Bid, shall produce the relevant certificates issued by the Government. This can be submitted as per Bid Form 2. Bid Security Declaration shall be submitted by bidders as per Bid Form 2 and disciplinary action mentioned in Bid Security Declaration will be applicable in place of forfeiture of the Bid Security wherever applicable in this RFP. <p>The Bid Processing Fee shall be made in favour of "KSEDC Limited" payable at "Bengaluru". This can be submitted as per Bid Form 2.</p>			
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 user id will be enabled/ provided. 			

BDS Clause reference	ITB Clause reference	Detailed Clause
		<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. • The Bidder shall submit the Bid 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. • Bid submitted by one Bidder can be viewed by other Bidders.
2.1.6.	ITB Clause 1.6.1.1	<p>The empanelment of bidder will include 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 Section 4 (QR) can participate under Category A.

BDS Clause reference	ITB Clause reference	Detailed Clause
		<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 requirements 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. Further, Category A and Category B bidder shall not be related by any way which may result into conflict of interest. In case a Bidder participates for both Category A and Category B or Category A and Category B bidders are related entities as per our definition of affiliate, then such Bids shall be summarily rejected owing to conflict of interest and either or both bidders may be blacklisted in the future from further participating in any bid with OREDA.</p> <p>The empanelment order shall include Empaneled Bidder(s) from Category A and Category B bidders accepting L1 price, accepting Lol and other formalities.</p> <p>Note: OREDA reserves all the right to empanel bidders under the Category A and Category B.</p>
2.1.7.	ITB Clause 1.6.1.2	<p>Empanelment of Bidders:</p> <ul style="list-style-type: none"> Based on quotation submitted by the Qualified Bidder(s), lowest evaluated price (L1) for each type of solar fence shall be discovered. The discovered L1 price for each type of solar fence shall be offered to Qualified Bidder(s). OREDA shall select Qualified Bidder(s) from Category A who qualified as L1 bidders or accepted L1 price bid for each type of solar fencing and accepting the LOI with required formalities <p>and</p> <p>Category B - Bidder(s) submitted their bids in Category B and accepted L1 price as derived by the OREDA.</p> <ul style="list-style-type: none"> Qualified Bidder(s) from Category A and Category B accepting L1 price shall be called as Empaneled Bidder(s). OREDA shall issue Empanelment Order consisting of list of Empaneled Bidder(s) from Category A and Category B Bidder(s) In all cases, the Bid of the Empaneled Bidder shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. OREDA shall ask Other Bidder(s) in Category A (other than L1 Bidder) and Category B to accept L1 price within a maximum time period of 24 hours from the time of intimation of the results after the completion of evaluation process, by sending an email to OREDA’s Official Email Id. Such Bidders shall confirm the acceptance of L1 price within a maximum time period of 24 hours from the time of receipt of offer email from OREDA. In such cases, the failure on the part of the Bidder to reject the offer shall not lead to the forfeiture of the Bid Security. <p>Note:</p>

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> • OREDA reserves all the right to empanel bidders under the Category A and Category B. • The allotment of projects shall be at the discretion of DFO, Forest & Environment Department only in their area of judication and OREDA shall neither involved in allocation nor share any such responsibility. • DFO, Forest & Environment Department shall issue Lol and Work Order to Empaneled EPC Contractor (s) based on availability and feasibility of Projects and subsequent performance of the Empaneled Bidders.
2.1.8.	ITB Clause 1.8.2.3	<p>Performance Security:</p> <p>The Performance Security of an aggregate amount equivalent to three percent (3%) of the Total Price, shall be submitted 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: Six (6) Months from the date of issuing Letter of Intent for Project • Claim date: Twelve (12) Months from the date of expiry <p>Bank Guarantee submitted towards the Performance Security may be returned within a period of thirty (30) Days of the expiry date or after the completion of the internal processes of DFO, Forest & Environment Department.</p>

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 support farmers for commissioning solar fencing for protecting their crops from wild animals across various districts of Odisha.
- 3.1.1.2. The Scope of Work for the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis.
- 3.1.1.3. Detail about solar fencing requirement under the project is provided below:

Type of fence	Description			
	Wires	Height	Spacing from the ground to the top	Targeted animals
Solar fence Type 1	3	24"	6", 8" and 10"	Hog fence
Solar fence Type 2	3	40"	20", 10" and 10"	Cattle, horses, and large animal fence
Solar fence Type 3	4	46"	16", 10", 10" and 10"	Cattle, horses, and large animal fence
Solar fence Type 4	5+1 GI wire	46"	12", 10", 10", 10", 10" and -6"	Feedlot, horse, wild boar fence
Solar fence Type 5	5	40"	6", 6", 8", 10" and 10"	Predators, cattle, deer, sheep
Solar fence Type 6	6	42"	6", 6", 6", 6", 8" and 10"	Predators, cattle, deer, sheep
Solar fence Type 7	7	82"	10", 10", 10", 10", 10", 10" and 10"	Elephants and Deer fence
Solar fence Type 8	As per design	84"	As per design	Elephants

- 3.1.1.4. The program of execution of the supply, installation and commissioning of solar fencing shall be carried out in phased manner as per the work order and instruction of DFO, Forest & Environment Department. 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 Successful Bidder shall ensure that the module mounting structures must be designed to be completely non-invasive (without any grouting/ chipping) on the space. In this regard, an indicative design can be considered as per the Technical Specifications given in SOW Clause 3.3.1.1.

- c) 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.
- d) 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 DFO, Forest & Environment Department. Successful bidder shall also propose designs for the solar based fencing and obtain necessary approval from the Authorized Representative of DFO, Forest & Environment Department.
- e) The Successful Bidder shall mandatorily visit all the sites and submit single line diagrams indicating all wiring details, connectivity details, etc. as per the Applicable Law and Prudent Utility Practices, prior to the procurement of Equipment and commencement of construction works at the site.
- f) The Successful Bidder shall prepare DPR Part 1 for each project which include design and drawing, site survey report, estimated cost and the finalized location of the solar fence project etc. and submit the same to DFO, Forest & Environment Department and obtain the approval prior to the commencement of installation works.

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 modules, charge control units, energizers, batteries and fence etc. and the balance of systems.
- c) 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 pursuant to SOW Clause 3.2.1.5
- d) The Successful Bidder shall be responsible to maintain the spares all the time until the expiry of the CMC Period as given in SOW Clause 3.3.1.3. In no case, DFO, Forest & Environment Department shall provide any spares until the expiry of CMC Period of the Plant and the Successful Bidder shall be responsible solely for the replacement of the spares for the reasons attributable to the Successful Bidder. Post expiry of the Work Order, the Successful Bidder shall handover all the Spares in full to DFO, Forest & Environment Department.

3.2.1.3. Installation

- a) The Successful Bidder shall be responsible for carrying out the installation of all Equipment including civil work for fencing as per the design of the Solar Fence approved by DFO, Forest & Environment Department 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 DFO, Forest & Environment Department, OREDA, Customer Relationship Centre (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 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 DFO, Forest & Environment Department, OREDA, Representative of Village Fence Protection Committee (VFPC) and Beneficiary. The committee comprising of the above person shall be termed as the Commissioning Committee. The Beneficiary shall be a silent member of the Commissioning Committee and shall accompany during the commissioning process. However, presence of the beneficiary shall be optional.
- 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 thirty (30) 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 DFO, Forest & Environment Department raised through ReSolve Mobile App or any other medium as suggested by OREDA or DFO, Forest & Environment 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 will be liable for penalty as per Clause 6.1.3 and 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, one each from the DFO, Forest & Environment Department and Beneficiary for day-to-day Comprehensive Maintenance and upkeep of the Project.
- f) The Successful Bidder shall maintain the safety stock of spares required to Repair and Maintain Project all the time until the expiry of the Work Order and during CMC period as

given in SOW Clause 3.3.1.3. Post expiry of the Work Order, the Successful Bidder shall handover all the Spares in full to DFO, Forest & Environment Department.

- g) The Successful Bidder shall establish a central office at Bhubaneswar, Odisha, 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 and DFO, Forest & Environment Department

- 3.2.2.1. Representative of DFO, Forest & Environment Department shall constitute VFPC at each villager with the objective to protect solar fence implemented under the Jana Surakhya, Gaja Raksha or similar scheme may be implemented by Forest & Environment Department, GoO.
- 3.2.2.2. DFO, Forest & Environment Department shall review and approve to DPR consist of following two parts
 - a) DPR Part 1 include the design and drawing, site survey report, estimated cost and the finalized location of the solar fence project etc. submitted by the Successful Bidder.
 - b) DPR Part 2 include one-time cost of project specific civil work and clearing vegetation submitted by Contractor/Field Officer of DFO, Forest & Environment Department
- 3.2.2.3. DFO, Forest & Environment Department 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.
- 3.2.2.4. DFO, Forest & Environment Department shall be responsible for providing its approval on the DPR including project costing etc. after the obtaining such documents from the Successful Bidder pursuant to SOW Clause 3.2.1.1.
- 3.2.2.5. All tests and inspections shall be made at the Project site. The Authorized Representative of OREDA and DFO, Forest & Environment Department 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 and DFO, Forest & Environment Department shall have the right to have the tests carried out at its own cost by an independent agency at any point in time.
- 3.2.2.6. OREDA and DFO, Forest & Environment Department shall issue Commissioning Report and Joint Commissioning Certificate as given in SOW Clause 3.3.1.4 and 3.3.1.5 respectively

3.2.3. Roles and Responsibilities of Beneficiary

- 3.2.3.1. Beneficiary shall extend all support to Successful Bidder during installation of solar fencing project as well as during CMC period.

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 7.5.3.
- 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 7.7.

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 empanelment of EPC contractors by OREDA	
Publication of RFP	T0 (start date)
Submission of bids for empanelment of EPC contractors	T1 = T0 + thirty (30) days
Issue of Letter of Intent	T2 = T1 + thirty (30) days
Acceptance of Letter of Intent	T3 = T2 + seven (7) days
Issue empanelment order	T4 = T3 + seven (7) days
Start of empanelment period	T5 = T4 + one (1) day
End of empanelment period	T6 = T5 + one (1) year
Timeline for LOI and Work Order by DFO	
Issue of LOI for project	T0 (start date)
Acceptance of LOI and submission of DPR by the Successful Bidder	T1 = T0 + thirty (30) days
Approval to DPR and issue of Work Order	T2 = T1 + thirty (30) days
Commissioning	T3 = T2 + ninety (90) days
Acceptance	T4 = T3 + thirty (30) days
CMC start date	T5 = T3 + one (1) day
CMC end date	T6 = T5 + 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 2.</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.</p> <p>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 2.</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 7.</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” for the Equipment used in various projects for solar fence, as issued in the name of the OEM from any valid MNRE accredited test labs. Such test certificates must have the IEC and IP standards from any valid MNRE accredited test labs.</p>	<p>The Bidder must declare that it will possess the Test Certificates and data sheets in the name of OEM only along with the authorization letter from Original Equipment Manufacturer (OEM). The Test Certificates 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 reports from MNRE approved labs.</p> <p>The Bidder must submit Bid Form 6 of Section 7 (Annexure), as a part of declaration only.</p> <p>Note: The proof of all documents shall be submitted as a part of response to the Letter of Intent prior to issuance of the Empanelment Order, and not at the time of Bid submission</p>
4.2.2.	<p>Applicability: For Category A and Category B Bidders</p> <p>The Bidder must possess established high standards for ‘quality’ and ‘environment health and safety’ in line with ISO 9001 and ISO 14001 certifications respectively for the equipment used in solar fence.</p>	<p>The Bidder shall declare that it has a copy of ISO certificate for ISO 9001 and ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM for its implementation.</p> <p>The Bidder must submit Bid Form 2 of Section 7 (Annexure), as a part of declaration only.</p> <p>Note: The proof of all documents shall be submitted as a part of response to the Letter of Intent prior to issuance of the Empanelment Order, and not at the time of Bid submission</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 of off-grid Solar Systems (includes solar power plants, streetlights, solar trees, solar pumps) of at least 50 kW capacity in last three (3) years across India from the last date of online submission of the Technical Bid as an EPC & O&M contractor.</p>	<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. <p>The Bidder must submit Bid Form 4 of Section 7 (Annexure).</p>

4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.4.1.	<p>The Bidder must have an aggregate average annual turnover of not less than 25 Lakhs in last three (3) financial years from FY17-18, FY18-19 and FY 19-20 from the solar business only.</p>	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 5 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>

4.4.2.	<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 5 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 DFO, Forest & Environment Department and the Successful Bidder as per the sample format provided in Annexure Clause 7.3.5.
- 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 DFO, Forest & Environment Department based on any amended terms mutually agreed between DFO, Forest & Environment Department 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 DFO, Forest & Environment Department. 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department.

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 DFO, Forest & Environment Department herein shall be deemed to constitute acceptance by DFO, Forest & Environment Department of the Project or any part(s) thereof, until the issuance of Acceptance Certificate by DFO, Forest & Environment Department in writing.

5.2.2.3. The payment against the undisputed invoice shall be made by DFO, Forest & Environment Department 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 1.8.2.

- 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department.
- 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to DFO, Forest & Environment Department 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 DFO, Forest & Environment Department.
- 5.3.1.2. The copyright in all drawings, documents and other materials containing data and information furnished to DFO, Forest & Environment Department by the Successful Bidder herein shall remain vested in the Successful Bidder or, if they are furnished to DFO, Forest & Environment Department 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 DFO, Forest & Environment Department

- a) The name of the Authorized Representative of DFO, Forest & Environment Department shall be generally mentioned in the Work Order. If the Authorized Representative of DFO, Forest & Environment Department is not named in the Work Order, then within seven (7) Days of the Effective Date, DFO, Forest & Environment Department shall appoint and notify the Successful Bidder in selecting an Authorized Representative of DFO, Forest & Environment Department. DFO, Forest & Environment Department may from time to time appoint some other person as the Authorized Representative of DFO, Forest & Environment Department 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 DFO, Forest & Environment Department to the Successful Bidder as required. Such an appointment shall only take effect upon the date of issuance of such notice by DFO, Forest & Environment Department. The Authorized Representative of DFO, Forest & Environment Department shall represent and act for DFO, Forest & Environment Department 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 DFO, Forest & Environment Department, except as herein otherwise provided.
- b) All notices, instructions, information, and other communications given by the Successful Bidder to DFO, Forest & Environment Department under the Work Order shall be given to the Authorized Representative of DFO, Forest & Environment Department, 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 DFO, Forest & Environment Department in writing to approve the Project Manager so appointed. If DFO, Forest & Environment Department makes no objection to the appointment within seven (7) Days, the Project Manager shall be deemed to have been approved. If DFO, Forest & Environment Department 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 DFO, Forest & Environment Department all the Successful Bidder's notices, instructions, information, and all other communications under the Work Order.
- c) All notices, instructions, information, and all other communications given by DFO, Forest & Environment Department or the Authorized Representative of DFO, Forest & Environment Department 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.

- d) The Successful Bidder shall not revoke the appointment of the Project Manager without DFO, Forest & Environment Department's prior written consent. If DFO, Forest & Environment Department 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).
- e) The Project Manager may, subject to the written approval of DFO, Forest & Environment Department, 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 DFO, Forest & Environment Department.
- f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause 5.4.1.2e) shall be deemed to be an act or exercise by the Project Manager.
- g) 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 DFO, Forest & Environment Department in writing prior to such changes.
- h) 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 DFO, Forest & Environment Department in writing prior to such changes.
- i) DFO, Forest & Environment Department 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 DFO, Forest & Environment Department, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the site regulations. DFO, Forest & Environment Department shall provide writing of the same, whereupon the Successful Bidder shall remove such person from the Project with an immediate effect.
- j) If any representative or person employed by the Successful Bidder is removed in accordance with GCC Clause 5.4.1.2i), 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department a Detailed Workplan, made in a form acceptable to the Authorized Representative of DFO, Forest & Environment Department 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 DFO, Forest & Environment Department, 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 DFO, Forest & Environment Department.

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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department.

5.5. Guarantees and Liabilities

5.5.1. Liquidated Damages during commissioning period

- 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 DFO, Forest & Environment Department a Delay Liquidated Damage for a sum equivalent to half percent (0.5%) 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 three percent (3%) of the Total Price.
- 5.5.1.3. Once the maximum limit of three percent (3%) is reached, DFO, Forest & Environment Department may consider terminating the Work Order and forfeit the Performance Security without prejudice to the other remedies of the Work Order. However, the Divisional Forest Officer, DFO, Forest & Environment Department 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 DFO, Forest & Environment Department and the compensation as contemplated is reasonable and not by way of any penalty.

5.5.2. Liquidated damages during comprehensive maintenance

- 5.5.2.1. For nonperformance of the project after commissioning, the Successful Bidder will have to pay liquidated damages as provision in SCC.

5.5.3. Warranty

RFP No. 3695 Dated: 02.12.2021

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

5.5.4. Defect Liability

5.5.4.1. 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.

5.5.4.2. The Defect Liability Period shall be five (5) Years from the date of Commissioning of the Project.

5.5.4.3. 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 DFO, Forest & Environment Department 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.

5.5.4.4. DFO, Forest & Environment Department 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. DFO, Forest & Environment Department shall afford all reasonable opportunities for the Successful Bidder to inspect any such defect.

5.5.4.5. The Successful Bidder may, with the consent of DFO, Forest & Environment Department, 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.

5.5.4.6. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Projector any part thereof, DFO, Forest & Environment Department 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 DFO, Forest & Environment Department and the Successful Bidder.

5.5.4.7. 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), DFO, Forest & Environment Department may, following notice to the Successful Bidder, proceed to do such work through a third party, and the reasonable costs incurred by DFO, Forest & Environment Department in connection therewith shall be paid to DFO, Forest & Environment Department by the Successful Bidder or may be deducted by DFO, Forest & Environment Department from any monies due to the Successful Bidder or claimed under the Performance Security.

5.5.4.8. 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 DFO, Forest & Environment Department because of any of the aforesaid reasons.

5.5.4.9. Except as provided in GCC Clauses 5.5.3 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.

5.5.5. Patent Indemnity

5.5.5.1. The Successful Bidder shall, subject to DFO, Forest & Environment Department's compliance with GCC Clause 5.5.5.2, indemnify and hold harmless DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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.

5.5.5.2. If any proceedings are brought or any claim is made against DFO, Forest & Environment Department arising out of the matters referred to in GCC Clause 5.5.5.1, DFO, Forest & Environment Department shall promptly give the Successful Bidder a notice thereof, and the Successful Bidder may at its own expense and in DFO, Forest & Environment Department'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 DFO, Forest & Environment Department within seven (7) Days after receipt of such notice that it intends to conduct any such proceedings or claim, then DFO, Forest & Environment Department shall be free to conduct the same on its own behalf. Unless the Successful Bidder has so failed to notify DFO, Forest & Environment Department within the seven (7) Day period, DFO, Forest & Environment Department shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

DFO, Forest & Environment Department 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 DFO, Forest & Environment Department from any monies due to the Successful Bidder or claimed under the Performance Security.

5.5.6. Limitation of Liability

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

- a) the Successful Bidder shall not be liable to DFO, Forest & Environment Department, 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 DFO, Forest & Environment Department; and
- b) the maximum liability of the Successful Bidder to DFO, Forest & Environment Department, 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 DFO, Forest & Environment Department 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 7.6; and
- b) Issuance of Acceptance Certificate by DFO, Forest & Environment Department.

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 DFO, Forest & Environment Department on fulfillment of the following:

- a) Issuance of Acceptance Certificate by DFO, Forest & Environment Department; 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department that might subject the Successful Bidder to liability under GCC Clause 5.6.3.1, DFO, Forest & Environment Department shall promptly give the Successful Bidder a notice thereof and the Successful Bidder may at its own expense and in DFO, Forest & Environment Department'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 DFO, Forest & Environment Department within seven (7) Days after receipt of such notice that it intends to conduct any such proceedings or claim, then DFO, Forest & Environment Department shall be free to conduct the same on its own behalf. Unless the Successful Bidder has so failed to notify DFO, Forest & Environment Department within the seven (7) Day period, DFO, Forest & Environment Department shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 Acceptance 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 DFO, Forest & Environment Department 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 were 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
- b) 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department. 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 Divisional Forest Officer, DFO, Forest & Environment Department.

5.7.3. Suspension

5.7.3.1. DFO, Forest & Environment Department 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 DFO, Forest & Environment Department.

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 Project or any Successful Bidder's tools and tackles, without the prior written consent of DFO, Forest & Environment Department.

5.7.4. Termination

5.7.4.1. Termination for DFO, Forest & Environment Department's Convenience

- a) DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department pursuant to GCC Clause 5.7.4.1vi,
 - 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),

- v. deliver to DFO, Forest & Environment Department the parts of the Project executed by the Successful Bidder up to the date of termination, and
 - vi. deliver to DFO, Forest & Environment Department 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), DFO, Forest & Environment Department 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) DFO, Forest & Environment Department, 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department that the Successful Bidder can attain Commissioning and Acceptance of the Project,
- then DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department pursuant to GCC Clause 5.7.4.1vi,
 - iii. deliver to DFO, Forest & Environment Department the parts of the Project executed by the Successful Bidder up to the date of termination complete in all respect, and
 - iv. deliver to DFO, Forest & Environment Department all drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.
- d) DFO, Forest & Environment Department may enter upon the site, expel the Successful Bidder, and complete the Project itself or by employing any third party. DFO, Forest & Environment Department 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 DFO, Forest & Environment Department and with an indemnification by DFO, Forest & Environment Department for all liability including damage or injury to persons arising out of DFO, Forest & Environment Department'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 DFO, Forest & Environment Department considers expedient to achieve the Commissioning and Acceptance.

Upon completion of the Project at such earlier date as DFO, Forest & Environment Department thinks appropriate, DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department completes the Project, the cost of completing the Project by DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department.

DFO, Forest & Environment Department 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 DFO, Forest & Environment Department to the Successful Bidder, the account shall be taken of any sum previously paid by DFO, Forest & Environment Department 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 DFO, Forest & Environment Department 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 DFO, Forest & Environment Department.

5.8. Disputes and Arbitration

5.8.1. Mutual Settlement

- 5.8.1.1. If any dispute or difference shall arise between DFO, Forest & Environment Department 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 Principal Chief Conservator of Forests and Chief Wildlife Warden (PCCF&CWW), Forest & Environment Department, and the Successful Bidder’s senior management. The (PCCF&CWW), Forest & Environment Department, 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 fifteen (15) Days of the dispute being referred to it by either Party.
- 5.8.1.2. If the (PCCF&CWW), Forest & Environment Department, Government of Odisha 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 (PCCF&CWW), Forest & Environment Department, Government of Odisha fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either DFO, Forest & Environment Department 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 (PCCF&CWW), Forest & Environment Department, Government of Odisha during such period or not, refer the matter to the Secretary, Forest & Environment Department, Government of Odisha for a resolution.
- 5.8.1.4. The Secretary, Forest & Environment Department, 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 Secretary, Forest & Environment Department, Government of Odisha fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either Forest & Environment Department 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 Secretary, Forest & Environment Department, 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>All invoices with respective work orders issued under this RFP shall be issued by the submitted to DFO, Forest & Environment Department.</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>Eighty percent (80%) 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 DFO, Forest & Environment Department 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 7.3.5 • 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> <p>The payment shall be made upon due verification by DFO, Forest & Environment Department on the following documents:</p> <ul style="list-style-type: none"> • Acceptance Certificate • Acceptance Report </td> </tr> <tr> <td>On completion of CMC for 1st year from commissioning of the Project</td> <td>Two percent (2%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.</td> <td>CMC Performance report of Project as per Annexure Clause 7.5.9 from OREDA</td> </tr> <tr> <td>On completion of CMC for 2nd year from</td> <td>Two percent (2%) of the Total Price</td> <td>CMC Performance report of Project as per Annexure Clause 7.5.9 from OREDA</td> </tr> </tbody> </table>	Milestone	Payment term	Support documents	On achievement of Commissioning of the Project	Eighty percent (80%) 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 DFO, Forest & Environment Department 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 7.3.5 • 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.	<p>The payment shall be made upon due verification by DFO, Forest & Environment Department on the following documents:</p> <ul style="list-style-type: none"> • Acceptance Certificate • Acceptance Report 	On completion of CMC for 1 st year from commissioning of the Project	Two percent (2%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.	CMC Performance report of Project as per Annexure Clause 7.5.9 from OREDA	On completion of CMC for 2 nd year from	Two percent (2%) of the Total Price	CMC Performance report of Project as per Annexure Clause 7.5.9 from OREDA
Milestone	Payment term	Support documents															
On achievement of Commissioning of the Project	Eighty percent (80%) 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 DFO, Forest & Environment Department 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 7.3.5 • 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.	<p>The payment shall be made upon due verification by DFO, Forest & Environment Department on the following documents:</p> <ul style="list-style-type: none"> • Acceptance Certificate • Acceptance Report 															
On completion of CMC for 1 st year from commissioning of the Project	Two percent (2%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.	CMC Performance report of Project as per Annexure Clause 7.5.9 from OREDA															
On completion of CMC for 2 nd year from	Two percent (2%) of the Total Price	CMC Performance report of Project as per Annexure Clause 7.5.9 from OREDA															

SCC Clause reference	GCC Clause reference	Detailed Clause		
		commissioning of the Project	along with applicable tax at the time of invoicing, as specified in the Works Order.	
		On completion of CMC for 3 rd year from commissioning of the Project	Two percent (2%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.	CMC Performance report of Project as per Annexure Clause 7.5.9 from OREDA
		On completion of CMC for 4 th year from commissioning of the Project	Two percent (2%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.	CMC Performance report of Project as per Annexure Clause 7.5.9 from OREDA
		On completion of CMC for 5 th year from commissioning of the Project	Two percent (2%) of the Total Price along with applicable tax at the time of invoicing, as specified in the Works Order.	CMC Performance report of Project as per Annexure Clause 7.5.9 from OREDA
6.1.2.	GCC Clause 5.5.3.1	<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 and fence: Product Warranty period of five (5) years from the date of Commissioning of the Project. • Charge control unit, energizer and battery: 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 date of Commissioning of the Project. <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 DFO, Forest & Environment Department.</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</p>		

SCC Clause reference	GCC Clause reference	Detailed Clause
		Bidder shall provide the same to DFO, Forest & Environment Department even if the Warranty period exceeds the CMC Period.
6.1.3.	GCC Clause 5.5.2	<p>Liquidated damages during comprehensive maintenance</p> <p>Solar fence projects shall be operational as per the RFP terms and conditions. Further, Successful Bidder shall also undertake Corrective Maintenance and Breakdown Maintenance as and when required upon receipt of service request from CRC or OREDA or DFO, Forest & Environment Department raised through ReSolve Mobile App or any other medium as suggested by OREDA or DFO, Forest & Environment 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 will be liable for liquidated damages charges of INR 250 per day per km of solar fence.</p> <p>Liquidated damages will be assessed annually by DFO, Forest & Environment Department and deducted from annual CMC payments to the Successful Bidder. If the liquidated damages charges amount exceeds the annual payment, the Successful Bidder shall deposit additional amount to DFO, Forest & Environment Department within 30 days of receiving notification from DFO, Forest & Environment Department. Inability to do so will be treated as a condition of default by the Successful Bidder.</p>

7. Annexure

7.1. Bid Forms – Technical Bid

7.1.1. Bid Form 1 (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 the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across 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 confirm that we have submitted bid for all type of solar fencing across various districts in Odisha under this program.

We hereby 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.

RFP No. 3695 Dated: 02.12.2021

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.
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 acceptance to Letter of Intent 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 3 (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 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 local office in Odisha so as to deliver uninterrupted and sustainable services during the O&M 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]

RFP No. 3695 Dated: 02.12.2021

Seal: [insert seal of the Bidder]

7.1.2. Bid Form 2 (Summary of the Technical Bid)

Summary of the 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

We, the undersigned, attaching the information as required under this format:

Particulars	Requirements	Information furnished by the Bidder
Bid Processing Fee	<p>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”.</p> <p>This shall be a non-refundable fee and is a mandatory submission.</p>	<p>Unique Transaction Reference (UTR) no. is [insert the UTR no.], dated [DD MMM YYYY]</p> <p>We are attaching the copy of the Bid Processing Fee paid to the E-procurement Website www.tenderwizard.com/OREDA under Attachment 1.</p>
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>Demand Draft no. is [insert], dated [DD MMM YYYY]</p> <p>We are attaching the copy of the Cost of Bid submitted in the form of Demand Draft under Attachment 2.</p>
Bid Security	<p>Bid Security Declaration Form shall be submitted as per Bid Form 2.</p>	<p>We are attaching the copy of the Bid Security Declaration Form under Attachment 3.</p>
Registration details	<p>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.</p> <p>or</p> <p>Partnership Deed, applicable in case of partnership firm.</p> <p>or</p> <p>Proof of having the bank account or any other document as issued by the Government, applicable in case of sole proprietorship firm.</p>	<p>We are attaching the copy of the Registration Certificate under Attachment 4.</p>

Particulars	Requirements	Information furnished by the Bidder
PAN	PAN is [insert PAN]	We are attaching the copy of the PAN under Attachment 5.
GST	GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name].	We are attaching the copy of the PAN under Attachment 6.
Income tax returns	Copy of the Income Tax Return for the last three (3) Assessment Years i.e., Assessment Year (AY) 2018-19, AY 2019-20 and AY 2020-21	We are attaching the copies of the Income tax returns under Attachment 7.
Quality Assurance	We declare that we have a copy of the ISO certificate for ISO 9001 and 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.	[Yes/No]

Attachment 1

Attachment 2

Attachment 3

Attachment 4

Attachment 5

Attachment 6

Attachment 7
RFP No. 3695 Dated: 02.12.2021

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 Declaration Form

(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, declare that:

We understand that, according to OREDA's conditions, bids must be supported by a Bid Securing Declaration.

We accept that We may be disqualified from participating in bids of OREDA for a period of three years from the date of notification if we are in a breach of any obligation under the bid conditions, including if we:

- a) have withdrawn/modified/amended, impairs or derogates from this RFP, our Bid during the period of bid validity specified in the Bid Form 1; or
- b) having been notified of the acceptance of our Bid by OREDA during the period of bid validity
 - i. fail or refuse to execute the contract, if required, or
 - ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
- c) having been notified of the acceptance of our Bid and Work Order by DFO, Forest & Environment Department during the period of Empanelment Order validity
 - iii. fail or refuse to execute the contract, if required, or
 - iv. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

We understand that this Bid Security Declaration shall cease to be valid if we are not the Empaneled Bidder, upon the earlier of the receipt of your notification of the name of the Empaneled Bidder; or thirty days after the expiration of the validity of our Bid.

We also understand that this Bid Security Declaration shall be valid for empanelment period, if we are the Empaneled Bidder as notified by OREDA in its Empanelment 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]

7.1.3. Bid Form 3 (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 empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across 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:

RFP No. 3695 Dated: 02.12.2021

OREDA

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 [DD MMM 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 empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across 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] be and hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents writings and deeds as may be deemed necessary or expedient to implement the above 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

7.1.4. Bid Form 4 (Technical Qualification)

Technical Qualification

(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 off-grid solar systems for a cumulative quantity as mentioned under the "Our experience in kWp." in the last three (3) 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 experiences are as follows:

Technical Qualification	Capacity of Projects Commissioned (kWp)	Reference project no.
Experience of commissioning of off-grid Solar Systems (includes solar power plants, streetlights, solar trees, solar pumps etc.) in India		

The details pertaining to the reference projects are given below:

Sr. No.	Item Description	Reference project [insert]*
1.	Nos. of off-grid solar systems supplied and installed under the Project	[Quantity of off-grid solar system as per joint commissioning certificate/experience certificate] Nos.
2.	Total size of off-grid solar systems supplied and installed under the Project	[Size of off-grid solar system in kW as per joint commissioning certificate/experience certificate] Nos.
3.	Title of the project with a brief of scope	[insert]
4.	Actual project cost	[insert] Lakh INR
5.	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]
6.	Name of the ultimate user of the project	[insert]
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]

RFP No. 3695 Dated: 02.12.2021

* 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]

7.1.5. Bid Form 5 (Financial Qualification)

Financial Qualification

(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.

Date: [DD MMM YYYY]

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]

7.1.6. Bid Form 6 (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, GB/T182847-2000, UL1642 and IEC61960-1:2000	Standard for LiFePO4 battery	MNRE/NABL/BIS authorized Test Lab
3.	Energizer	IEC 60335-2-76: 2008 & IEC 60335-1: 2013	Safety of Household and Similar Electrical Appliances	MNRE/NABL/BIS authorized Test Lab
4.	Fence wire, poles and other spare parts	ISI mark	ISI mark certification	Appropriate authority

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]

7.1.7. Bid Form 7 (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 and notarized by the appropriate authority. 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: [\[insert seal of the Bidder\]](#)

7.1.8. Bid Form 8 (Undertaking for Indigenousness)

Undertaking for Indigenousness

(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]

7.1.9. Bid Form 9 (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]

7.2. Bid Forms – Price Bid

7.2.1. Bid Form 10 (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 the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across 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 Empanelment Order. 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 or DFO, Forest & Environment Department in the interest of the Project with respect to the Technical Specifications, Designs and Drawings during the course

RFP No. 3695 Dated: 02.12.2021

of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to OREDA or DFO, Forest & Environment Department.

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 11 (Price Bid for Category A Bidder)

Price Bid for Category A Bidder
(Sample Format)

Date: [DD MMM YYYY]

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

Particulars		Description		
RFP no.:		[insert RFP no.] dated [DD MMM YYYY]		
Name of the Project		Request for Proposal (RFP) for the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis		
Name of the Bidder		[insert the Bidder name]		
Sl. No.	Type of Fence	Description	Price in INR per KM	Price in INR per KM (in words)
Price for Option 1 - Solar Fencing with GI pole				
1	Solar fence Type 1	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
2	Solar fence Type 2	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
3	Solar fence Type 3	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
4	Solar fence Type 4	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
5	Solar fence Type 5	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
6	Solar fence Type 6	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
7	Solar fence Type 7	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
8	Solar fence Type 8	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only

RFP No. 3695 Dated: 02.12.2021

Price for Option 2 - Solar Fencing with RCC Pole				
9	Solar fence Type 1	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
10	Solar fence Type 2	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
11	Solar fence Type 3	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
12	Solar fence Type 4	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
13	Solar fence Type 5	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
14	Solar fence Type 6	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
15	Solar fence Type 7	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only

Note:

1. Above rate shall include Cost of CMC for 5 Years @ 10% of cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence with 2% each Year of CMC Period
2. Above rate shall include all material required for solar fencing including fence pole and supporting structure, civil work for erecting fence poles and supporting structures etc.
3. Above rate shall not include one-time cost of project specific civil work and clearing vegetation activities for each project. Estimated one-time cost of project specific civil work and clearing vegetation activities for each project shall be quoted separately in DPR and it will be approved by DFO.
4. Above rate contract shall be for period of one year from date of the Empanelment Order
5. This format to be filled in the E-procurement Website as per the instruction given in the RFP.
6. 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 12 (Price Bid for Category B Bidder)

Price Bid for Category B Bidder (Sample Format)

Date: [DD MMM YYYY]

Particulars	Description
RFP No.:	[insert RFP no.] dated [DD MMM YYYY]
Name of the Project	Request for Proposal (RFP) for the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis.
Name of the MSME Bidder	[insert the Bidder name]
Category of the Bidder	Category B
Whether the Bidder is willing to accept the lowest evaluated price (L1) determined by OREDA for different types of solar fence	[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 Qualified Bidders for the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across 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 Qualified Bidder for the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis.

We would like to offer you following L1 price for different type of solar fence for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) years on a rate contract basis discovered by OREDA through competitive bidding process.

Sl. No.	Type of Fence	Description	Price in INR per KM	Price in INR per KM (in words)
Price for Option 1 - Solar Fencing with GI pole				
1	Solar fence Type 1	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
2	Solar fence Type 2	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
3	Solar fence Type 3	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only

Sl. No.	Type of Fence	Description	Price in INR per KM	Price in INR per KM (in words)
4	Solar fence Type 4	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
5	Solar fence Type 5	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
6	Solar fence Type 6	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
7	Solar fence Type 7	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
8	Solar fence Type 8	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
Price for Option 2 - Solar Fencing with RCC Pole				
9	Solar fence Type 1	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
10	Solar fence Type 2	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
11	Solar fence Type 3	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
12	Solar fence Type 4	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
13	Solar fence Type 5	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
14	Solar fence Type 6	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only
15	Solar fence Type 7	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]	Indian Rupees [insert] only

Note:

1. Above rate shall include Cost of CMC for 5 Years @ 10% of cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence with 2% each Year of CMC Period
2. Above rates shall include all material required for solar fencing including fence pole, and supporting structure, civil work for erecting fence poles and supporting structures etc.

3. Above rate shall not include one-time cost of project specific civil work and clearing vegetation activities for each project. Estimated one-time cost of project specific civil work and clearing vegetation activities for each project shall be quoted separately in DPR and it will be approved by DFO.
4. Above rate contract shall be for period of one year from date of the Empanelment Order
5. This format to be filled in the E-procurement Website as per the instruction given in the RFP.
6. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.

We would like to offer you above rates for implementation of different type of solar fence across various districts of Odisha.

You are requested to submit the acceptance to Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to OREDA within a maximum period of seven (7) 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.

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]

Date: [DD MMM YYYY]

[sign here]

Place: [insert place]

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 (Empanelment Order)

Empanelment Order

(To be submitted on the letterhead of OREDA)

Empanelment Order no.: [insert Empanelment Order 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

Sub: Empanelment Order for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across 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, following venders have been empaneled for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis.

Sl. No.	Name of Vender	Contact Details
1.	[Bidder name]	[Address] and [Contact Details]
2.	[Bidder name]	[Address] and [Contact Details]
3.	[Bidder name]	[Address] and [Contact Details]
4.	[Bidder name]	[Address] and [Contact Details]
5.	[Bidder name]	[Address] and [Contact Details]

Following rate have been discovered for different type of solar fencing by OREDA through competitive bidding process.

Sl. No.	Type of Fence	Description	Price in INR per KM
Price for Option 1 - Solar Fencing with GI pole			
1	Solar fence Type 1	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
2	Solar fence Type 2	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
3	Solar fence Type 3	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
4	Solar fence Type 4	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
5	Solar fence Type 5	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
6	Solar fence Type 6	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]

Sl. No.	Type of Fence	Description	Price in INR per KM
7	Solar fence Type 7	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
8	Solar fence Type 8	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
Price for Option 2 - Solar Fencing with RCC Pole			
9	Solar fence Type 1	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
10	Solar fence Type 2	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
11	Solar fence Type 3	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
12	Solar fence Type 4	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
13	Solar fence Type 5	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
14	Solar fence Type 6	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]
15	Solar fence Type 7	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with CMC for 5 Years as per the Technical Specification and all terms given in the RFP	INR [insert]

Note:

1. Above rate shall include Cost of CMC for 5 Years @ 10% of cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence with 2% each Year of CMC Period
2. Above rates shall include all material required for solar fence including fence pole and supporting structure, civil work for erecting fence poles and supporting structures etc.
3. Above rate shall not include one-time cost of project specific civil work and clearing vegetation activities for each project. Estimated one-time cost of project specific civil work and clearing vegetation activities for each project shall be quoted separately in DPR and it will be approved by DFO.
4. Above rate contract shall be for period of one year from date of the Empanelment Order
5. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.

Supply, installation and commissioning of solar fence under this Empanelment Order shall be carried out as per instructions of DFO, Forest & Environment Department including issue of work orders for solar fencing projects.

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]

7.3.3. LOI Form 3 (Letter of Intent for Project)

Letter of Intent for Solar Fence Project

(To be submitted on the letterhead of DFO, Forest & Environment Department)

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

From

[Divisional Forest Officer]

[Address of Divisional Forest Office]

To

[Bidder name]

[Address]

Sub: Letter of Intent for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis

Reference:

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

With reference to the above, you have been selected as the Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years for following projects.

Sl. No.	Description of project	Type of Fence and pole	Estimated Length of Fence	Price in INR per KM	Total solar fencing Cost (INR)	Approved cost of project specific activities (INR)	Total Cost (INR)
1	[Solar fencing project description]	[insert type of solar fence] and [type of pole]	[insert length of solar fence]	INR [insert]	INR [insert]	INR [insert]	INR [insert]
2	[Solar fencing project description]	[insert type of solar fence] and [type of pole]	[insert length of solar fence]	INR [insert]	INR [insert]	INR [insert]	INR [insert]
3	[Solar fencing project description]	[insert type of solar fence] and [type of pole]	[insert length of solar fence]	INR [insert]	INR [insert]	INR [insert]	INR [insert]
4	[Solar fencing project description]	[insert type of solar fence] and [type of pole]	[insert length of solar fence]	INR [insert]	INR [insert]	INR [insert]	INR [insert]
5	[Solar fencing project description]	[insert type of solar fence] and [type of pole]	[insert length of solar fence]	INR [insert]	INR [insert]	INR [insert]	INR [insert]

Note:

1. Above rate shall include Cost of CMC for 5 Years @ 10% of cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar fence with 2% each Year of CMC Period

RFP No. 3695 Dated: 02.12.2021

2. Above rates shall include all material required for solar fencing including fence pole and supporting structure, civil work for erecting fence poles and supporting structures etc.
3. Above rate shall not include one-time cost of project specific civil work and clearing vegetation activities for each project. Estimated one-time cost of project specific civil work and clearing vegetation activities for each project shall be quoted separately in DPR and it will be approved by DFO.
4. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.

You are requested to submit the following critical documents within a maximum period of thirty (30) Days from the date of issue of this Letter of Intent, without any fail, else your Bid shall be liable for rejection.

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 DFO, Forest & Environment Department
2.	Submission of Performance Security as per ITB Clause 1.8.2
3.	Submission of DPR Part 1 for each project which include design and drawing, site survey report, estimated cost and the finalized location of the solar fence project etc.
4.	Submission of a Detailed Workplan in line with the Project Timelines mentioned in the SOW Clause 3.4.1 for the implementation of Project.
5.	Single line diagram of the Project.
6.	Valid Test Certificates along with datasheets of all Equipment used in the Project, as per Bid Form 6 of Section 7 (Annexure).
7.	Contact information of various OEMs of all Equipment used in the Project
8.	Bill of materials along with spares
9.	Contact information of various OEMs of all Equipment used in the Project

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory of [Name of DFO]: [insert name]

Designation: [insert designation]

DFO, Forest & Environment Department

Seal: [insert seal of the Bidder]

Date: [DD MMM YYYY]

[sign here]

Place: [insert place]

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]

7.3.4. LOI Form 4 (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

[Divisional Forest Officer],
[Name of District]
[Address of Divisional Forest Office]

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 Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha on a rate contract basis with reference to Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated in the said Bidding Document that the Successful Bidder shall furnish [name of Divisional Forest Office], Forest & Environment Department 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 [name of Divisional Forest Office], Forest & Environment Department.

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 Forest & Environment Department 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 [name of Divisional Forest Office], Forest & Environment Department upon [name of Divisional Forest Office], Forest & Environment Department'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 [name of Divisional Forest Office], Forest & Environment Department and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without [name of Divisional Forest Office], Forest & Environment Department'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 [name of Divisional Forest Office], Forest & Environment Department 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 [name of Divisional Forest Office], Forest & Environment Department 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 [name of Divisional Forest Office], Forest & Environment Department 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 ["name of DFO"] in the bank and branch [bank name and branch address where DFO holds account] having the account no. [bank account] IFSC code [IFSC code of bank branch].

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:	Signature:
Name:	Name:
Address:	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.

7.3.5. LOI Form 5 (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 fence along with Comprehensive Maintenance for five (5) Years across 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. Empanelment Order 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 fence along with Comprehensive Maintenance for five (5) Years across various districts of Odisha 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 [name of Divisional Forest Office], Forest & Environment Department having office at [address of DFO], 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, each from the [name of Divisional Forest Office], Forest & Environment Department and Beneficiary be able to provide first aid repair service for the solar fencing systems.
3. The CMC includes repair/ replacement of all spares, consumable and all the Equipment including but not limited to solar photovoltaic module, energizer, battery, fence wire, fence poles, balance of systems, etc. during the CMC Period.
4. 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.
5. 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.
6. 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.

RFP No. 3695 Dated: 02.12.2021

7. The Second Party shall apprise the First Party about the requirements and supply of spares during warranty as well as CMC Period.
8. 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 (if any).
9. 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.
10. 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.
11. 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 [name of Divisional Forest Office], Forest & Environment Department.
12. 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 [name of Divisional Forest Office], Forest & Environment Department (First Party),

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory of [name of Divisional Forest Office],
Forest & Environment Department: [insert name]

Designation: [insert designation]

[name of Divisional Forest Office], Forest & Environment Department

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 the empanelment of Engineering, Procurement and Construction (EPC) Contractors for design, engineering, supply, installation, testing, commissioning and acceptance of solar fence along with Comprehensive Maintenance for five (5) Years across 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 – Solar Fence Project

7.5.1. Appendix Form 1 (Technical Specifications)

Technical specifications for Type 1 to Type 7 solar fence

7.5.1.1. 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 fencing 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) Solar PV module capacity shall not be less than 72 Wp capacity, which can generate the required power at 25 deg. C, along with Battery
- e) Solar PV module shall be installed on module mounting structures shall withstand a wind speed of about 200 km per hour.

7.5.1.2. Battery

- a) The following is the technical specification of the battery:

Parameter	Description
Battery technology	Rechargeable lithium-ion battery
Nominal capacity	72 Ah
Nominal voltage	12 V
Protection	IP21
Quality standards	GB/T182847-2000, UL1642 and IEC61960-1:2000

Battery of Luminous, Amaron, Exide and other equivalent make shall be preferred.

7.5.1.3. Energizer

- a) The following is the technical specification of the Energizer:

Parameter	Description
Input voltage	12 V DC
Input current	500 mA
Output voltage	10,000 V
Peak current	10 A (500 ohms non-induction load)
Pulse interval	1.2 second
Pulse duration	3 milliseconds
Output energy per pulse	4.8 joules
Protection	IP21
Quality standards	IEC 60335-2-76: 2008 & IEC 60335-1: 2013

7.5.1.4. Pole and supporting structure

RFP No. 3695 Dated: 02.12.2021

7.5.1.4.1. Option 1: Solar Fencing with Galvanised Iron (GI) pole

Section/Corner/End/Pull through posts: 50 NB Class 'B' pipe with hot dip galvanized to minimum 60 microns. Stay support 25 mm, diameters with brackets also galvanized.

Pole supporting structure:

- i. Posts must be grounded in minimum 24x24x24-inch size Plain Cement Concrete (PCC) in 1:2:4 cement, sand & stone ballast. Length of the pole shall be as specified in Clause 7.5.1.4.1(v) for different type of fence.
- ii. Intermediate Pole: 25x25x3 mm T angular duly galvanized for minimum 60 microns and appropriate length as specified in Clause 7.5.1.4.1(v) for different type of fence
- iii. Pole to pole distance of 5 meters shall be maintained
- iv. Poles and post shall be protected with appropriate technique from damage caused by animals such as elephant
- v. Following shall be minimum length and height of the pole and supporting structure for different type of solar fence:

Type of Fence	Pole Length (inch) (Below Ground Level)	Pole Height (inch) (Above Ground Level)	Total Length of Pole (inch)
Solar fence Type 1	15	40	55
Solar fence Type 2	8	24	32
Solar fence Type 3	15	46	61
Solar fence Type 4	15	46	61
Solar fence Type 5	15	40	55
Solar fence Type 6	15	42	57
Solar fence Type 7	30	82	110

7.5.1.4.2. Option 2: Solar Fencing with RCC pole

- i. RCC poles of suggested design shall be used to erect Solar fence system.
- ii. Same minimum length and height of the pole and supporting structure for different type of solar fence as per suggested design.
- iii. Pole to pole distance of 5 meters shall be maintained
- iv. Posts must be grounded in minimum 24x24x24-inch size Plain Cement Concrete (PCC) in 1:2:4 cement, sand & stone ballast.
- v. Poles and post shall be protected with appropriate technique from damage caused by animals such as elephant

7.5.1.5. Fence wire

- a) The following is the technical specification of the Fence strands/ wires:

Type of Fence	Wires	Spacing from the ground to the top	Targeted animals
Solar fence Type 1	3	20", 10" and 10"	Cattle, horses, and large animal fence
Solar fence Type 2	3	6", 8" and 10"	Hog fence
Solar fence Type 3	4	16", 10", 10" and 10"	Cattle, horses, and large animal fence
Solar fence Type 4	5 + 1 GI wire	12", 10", 10", 10", 10" and 6"	Feedlot, horse, wild boar fence
Solar fence Type 5	5	6", 6", 8", 10" and 10"	Predators, cattle, deer, sheep
Solar fence Type 6	6	6", 6", 6", 6", 8" and 10"	Predators, cattle, deer, sheep
Solar fence Type 7	7	10", 10", 10", 10", 10", 10" and 10"	Elephants and Deer fence

b) Details of fence

Parameter	Description
Thickness	Minimum 2.5 mm in diameter
Wire tension	Shall have provision to adjust with tensioners
Material	Made of high carbon and high tensile steel. Heavily galvanized to withstand the atmospheric conditions of the site
Sections - support column posts	All end, corner, section, and pull through posts shall be supported adequately. Sections shall be maintained at every 250 to 350 m, based on the site conditions, of fence length for easy troubleshooting.

c. GI wire

GI wire of 8 gauge shall be provided around 10 inches below ground level along with the solar fence for Type 4 solar fence to prevent burrowing by wild boar below the fence and escape.

7.5.1.6. Gate

- a) 5.5 feet height and 16 feet double framed power gate fabricated with 40 mm square MS pipe around with 100 mm square pillar MS pipe.
- b) Poly propyne gate handle shall be provided with proper insulation
- c) Nos. of gates for each solar fencing project.
 - i. For less than or equal to 1 km fence length, minimum 2 gates shall be provided.
 - ii. For greater than 1 km fence length, two gates for first km fence length and two additional gates for each additional 1 km fence length shall be provided.

7.5.1.7. Insulator

- a) The insulators used on intermediate security posts shall be made from high-density polyethylene UV resistant materials.
- b) It shall have a shield to prevent arcing between wire and sections.
- c) The insulators shall have a glossy surface to prevent dirt build-up and facilitate cleaning.
- d) The design of the insulator shall facilitate the triggering of an alarm in the event of an intrusion.
- e) The insulator shall have a breakdown voltage of at least 15,000 V.

7.5.1.8. Strain insulator hooks

- a) These hooks shall suitably attach tensioner and strain insulator to strain posts.
- b) These hooks shall have spring steel and hot dip galvanized / zinc coated to a minimum of 30 microns coating thickness.
- c) The hooks for the corner posts shall have sufficient strength to withstand loads in both directions.

7.5.1.9. Permanent wire tightening system

- a) Every wire of the fence system shall be tightened and ensured that there is no sagging of the wires with tighteners/ strainers.

7.5.1.10. Alarm

- a) The alarm system shall be audio in nature to indicate intrusion in the protected zone.
- b) It shall be a hooter with a minimum of 60 dB output (adjustable type).
- c) The alarm shall get activated when the intruder comes in the vicinity of around 350 meters.
- d) The activation time for the external alarm must be within two seconds. The system shall also contain an internal alarm as a substitute in case of failure of external alarm.

7.5.1.11. Control room

- a) The control room shall necessarily contain a display system to identify the place of intrusion.

7.5.1.12. Signboards

- a) Warning signboards shall have waterproof materials for outdoor use.
- b) The boards shall have a fluorescent yellow background and black lettering. The size of the board shall have a dimension of 500 mm x 250 mm x 3 mm. The warning messages shall be in Odia, Hindi, and English.
- c) The warning signboard must act as a signboard to warn people of the potential hazard and act as an initial deterrent.
- d) The warning sign shall have holes to prevent movement and theft.
- e) Warning signboards shall be placed at every pathway along the fence and also at every 10 meters.

7.5.1.13. Earthing system

- a) The fence system and solar energizer system shall have a separate earth system.
- b) The earthing for the fence and the mains earthing system shall have separate provisions.
- c) Bidder shall ensure proper earthing for enhancing the performance of the fence. Bidder shall also use a good number of super-earth kits but shall not install the earth kits near the mains earthing.

7.5.1.14. Fencing toolset

- a) Wire twister made up of MS with heavily zinc plated for twisting of wire. Permanent wire tightener handle shall be made up of mild steel, heavily zinc plated for use with permanent wire tightening.

7.5.1.15. Lightning protection system

- a) Each zone of solar fencing must be provided with a lightning diverter kit along with a safe earthing system.
- b) Lightning diverter kit consists of a choke shall block and divert most voltage spikes from lightning strikes.

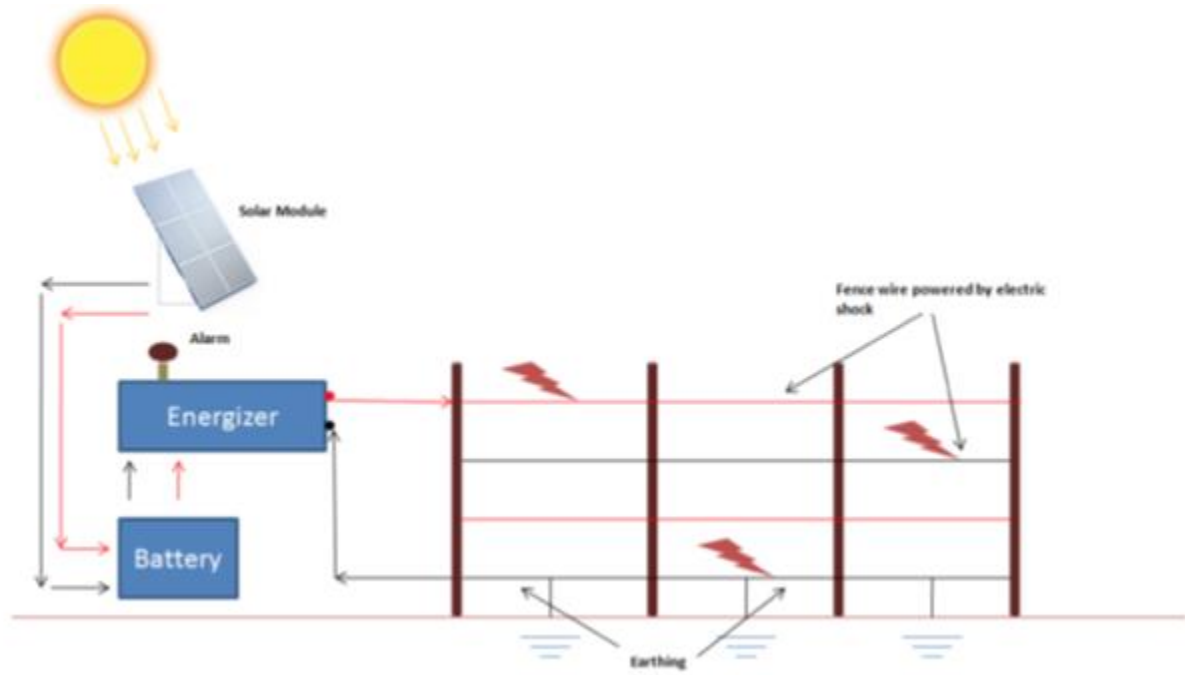
-
- c) Lightning diverter kit shall be installed as close as possible to the Energizer.

Technical specifications for Type 8 (Tentacle fence)

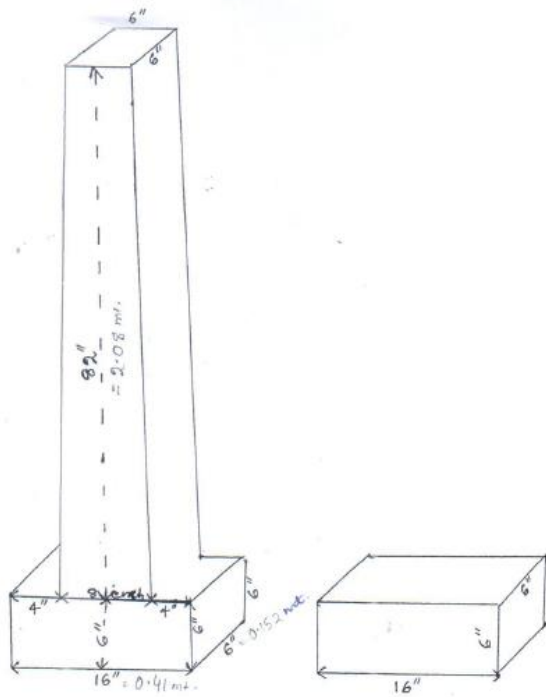
- a) Solar panel, energizer and battery
 - o Solar PV module of minimum of 300 Wp as per the applicable IS and IEC standards specified in Clause 7.5.1.1
 - o Rechargeable lithium-ion battery of 1 kWh as per the IS and IEC standards specified in Clause 7.5.1.2
 - o Energizer as per the applicable IS and IEC standards specified in Clause 7.5.1.3
- b) Pole (GI pole)
 - o 7 m GI tubular pole IS 2713 part I to III, 1980, 410, SP-03
- c) Fence wire
 - o 4 mm ss wire rope as per IS standard 2365
 - o 2.5 mm ss wire rope as per IS standard 2365
 - o T arm for wire stinging
- d) Wire safety insulator
- e) DI cable
- f) PP insulators
- g) Wire tighter
- h) CP insulators
- i) Joint clamp
- j) Pole stays
- k) Alarm system with hooter
- l) Other required supporting system and instrument as specified in Clause 7.5.1.6 to Clause 7.5.1.15 as applicable.

7.5.2. Appendix Form 2 (Indicative Single Line Design and Drawing of solar Fence)

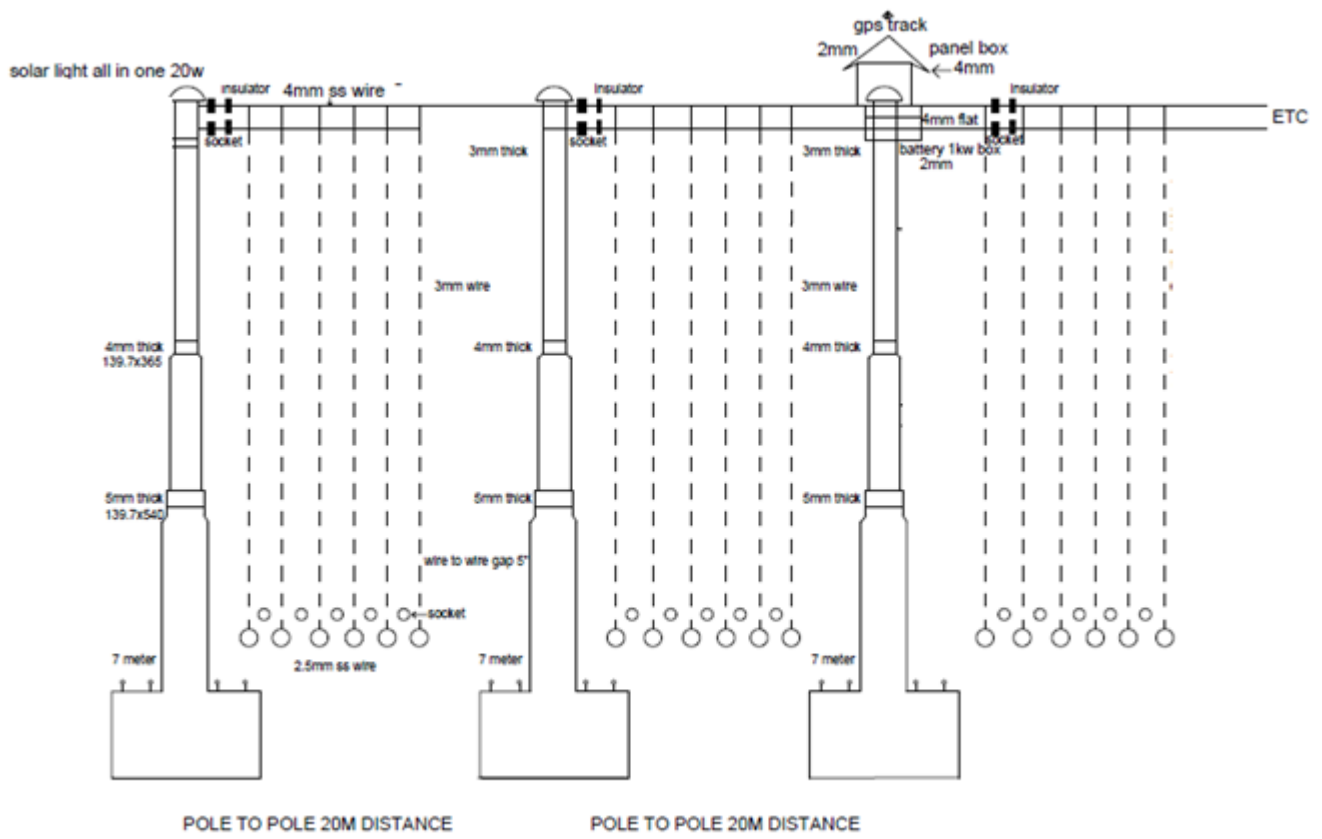
Single line diagram of solar fence (Type 1 to Type 7)



Design of RCC pole for solar fence



Tentative design and drawing of Type 8 (Tentacle fence)



7.5.3. Appendix Form 3 (Spares)

The Successful Bidder(s) shall maintain, all the time, the following spares for the Solar Fence Projects as mentioned below:

Name of the Spares	Technical Specification	Unit	Total quantum requirement in no.
Solar photovoltaic modules	As per the Technical Specification of the RFP	Nos.	10% of the total quantity of project under work order
Energizer	As per the Technical Specification of the RFP	Nos.	10% of the total quantity of project under work order
Batteries	As per the Technical Specification of the RFP	Ah	10% of the total quantity of project under work order
Fence wire	As per the Technical Specification of the RFP	Nos.	10% of the total quantity of project under work order
Fence pole	As per the Technical Specification of the RFP	Nos.	10% of the total quantity of project under work order
Other spare parts	As per the Technical Specification of the RFP	Nos.	10% of the total quantity of project under work order

In case of any non-compliance, DFO, Forest & Environment Department will take necessary action against the Successful Bidder(s).

The Spares shall be maintained at the DFO, Forest & Environment Department office by the Successful Bidder(s).

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, DFO, Forest & Environment Department 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 fence

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. Empanelment Order 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 Beneficiary	
2.	Address	
3.	Details of the Project	
a.	Total size of solar PV Module (Wp)	
b.	Total Battery size (Vah or kWh)	
c.	Nos. of charge control units	
d.	Nos. of energizers	
e.	Length of fencing	
4.	CMC manual	(Yes/No)
5.	Dos & Don'ts in the form of a booklet	(Yes/No)
6.	On/Off Test on solar fencing	
7.	Visual Inspection	

The above solar fencing system was commissioned as per applicable guidelines suggest that the performance of the said solar fencing system is satisfactory.

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of [name of Divisional Forest Office], Forest & Environment Department: [insert name]

Designation: [insert designation]

[name of Divisional Forest Office], Forest & Environment Department

Seal:

RFP No. 3695 Dated: 02.12.2021

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

[\[sign here\]](#)

Signature

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

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

Odisha Renewable Energy Development Agency (OREDA)

Seal:

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

[\[sign here\]](#)

Signature

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

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

Village Fence Protection Committee

[\[Name of Village\]](#) [\[Village Code\]](#)

7.5.5. Appendix Form 5 (Joint Commissioning Certificate)

Joint Commissioning Certificate of Solar Fence

(To be issued by DFO, Forest & Environment Department 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. Empanelment Order 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 [name of Divisional Forest Office], Forest & Environment Department: [insert name]

Designation: [insert designation]

[name of Divisional Forest Office], Forest & Environment Department

Seal:

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency (OREDA)

Seal:

Place: [insert place]

[sign here]

RFP No. 3695 Dated: 02.12.2021

Signature
Name of Authorized Representative of VFPC: [insert name]
Designation: [insert designation]
Village Fence Protection Committee
[Name of Village] [Village Code]

7.5.6. Appendix Form 6 (Acceptance Certificate)

Acceptance Certificate of Solar based fencing

(To be issued by Forest & Environment Department 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. Empanelment Order 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 thirty (30) 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 [name of Divisional Forest Office], Forest & Environment Department: [insert name]

Designation: [insert designation]

[name of Divisional Forest Office], Forest & Environment Department

Seal:

7.5.7. Appendix Form 7 (Scheduled Maintenance):

The Solar Fence requires minimal but regular maintenance for proper and smooth operations in the designated areas. The EPC Contractor shall do the maintenance activities and follow the OREDA-CRC guidelines during the installation, commissioning, and CMC period.

The EPC Contractor shall be responsible for

- conducting periodic testing of voltage on the fence at 2 – 3 points to ensure that the output voltage is well within its limits as per the technical specification.
- ensuring that the Energizer is housed in a secured area and protected from rain, heavy storms, and lightening.
- providing the continuous connection of Energizer to the solar panels.
- cleaning the solar modules periodically to remove the accumulated dust, any bird drops, leaves fallen from trees to keep the generation higher.
- ensuring the module mounting structure with a proper torque for proper housing of the modules and keep the orientation as per the contractual norms.
- ensuring in isolating/ disconnecting the Energizer from the fence to prevent severe damages to the Energizer.
- ensuring the maintenance of the battery to have smooth and continuous operations.
- keeping the fence wires clean.
- ensuring proper earthing for enhancing the performance of the fence. It is essential to use a good number of super-earth kits but shall not install the earth kits near the mains earthing.

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

Sl. 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/-ve MC4 connectors)				
2	Charge Control Unit and Energizer				
A	Check charge controller and energizer for correct settings				
B	Check charge controller and energizer				
C	Check all the parameters (I/P & O/P) as per Manufacturer datasheet for any Malfunctioning				
3	Protection devices				
A	Check for continuity of lightning arrestor (if any)				
B	Check system earthing				
4	Battery				
A	Check Battery capacity and backup time				

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, GB/T182847-2000, UL1642 and IEC61960-1:2000	Standard for LiFePO4 battery	MNRE/NABL/BIS authorized Test Lab
3.	Energizer	IEC 60335-2-76: 2008 & IEC 60335-1: 2013	Safety of Household and Similar Electrical Appliances	MNRE/NABL/BIS authorized Test Lab
4.	Fence wire, poles and other spare parts	ISI mark	ISI mark certification	Appropriate authority

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

7.5.9. Appendix Form 8 (CMC Performance Report)

CMC Performance Report – Solar Fence

(To be issued by OREDA on the letterhead)

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. Commissioning Certificate no. [insert] dated [DD MMM YYYY]
6. Acceptance Certificate no. [insert] dated [DD MMM YYYY]
7. Any other correspondence, if any:

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has commissioned solar fence project of [insert length] km at [project site details] with respect to the ref. no. 5 and 6 on [date of commissioning of project] and it is operating successfully and [Name of the Successful Bidder] has provided CMC during [insert financial year] which is [insert year of CMC] from the date of the Commissioning Certificate.

CMC Performance of [Name of the Successful Bidder] is acceptable on the basis of the Annual Performance Report of CRC.

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal:

7.6. 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]

7.7. Appendix to SOW – CRC guidelines

7.7.1. Disclaimer

- 7.7.1.1. These guidelines meant for use of OREDA only.
- 7.7.1.2. These guidelines are prescribed for installation, Commissioning, Acceptance and Comprehensive Maintenance of renewable energy systems installed by/under OREDA only.
- 7.7.1.3. 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.
- 7.7.1.4. OREDA reserves all the right to modify, amend or supplement these guidelines whenever such necessity arises.
- 7.7.1.5. 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.
- 7.7.1.6. 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.

7.7.2. Declaration

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

7.7.3. Intent behind framing these guidelines

- 7.7.3.1. 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.

7.7.4. Context

- 7.7.4.1. 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.
- 7.7.4.2. 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.

- 7.7.4.3. 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 have 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.
- 7.7.4.4. 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.
- 7.7.4.5. 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.
- 7.7.4.6. 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.
- 7.7.4.7. This initiative is not only expected to increase the performance level of the installations but also greatly reduce service requests by customers.

7.7.5. 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.

7.7.6. 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.

7.7.6.1. 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.

7.7.6.2. 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.

7.7.6.3. 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.

7.7.6.4. 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.

7.7.6.5. 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.

7.7.6.6. 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

7.7.7. 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:

7.7.7.1. 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.

7.7.7.2. 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.

7.7.7.3. 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 field 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.



7.7.8. 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.

7.7.8.1. 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
- 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.
- 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.
- 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.
- The CRMS at the end of the month will compute the performance of the ticket/ Vendor/ Scheme and release a scorecard.



7.7.8.2. 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.



7.7.9. Repair and Maintenance Regime:

7.7.9.1. 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
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

7.7.9.2. 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:

- i. 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'.
- ii. 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.
- iii. 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.
- iv. And if the resolution time exceeds the set time of '7 Days', the system will treat those additional days with twice the score.

- v. 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.

7.7.10. Implementation:

7.7.10.1. Training and Orientation:

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

7.7.10.2. Helpdesk:

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

7.7.10.3. 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%.

7.7.10.4. Computation of performance

Examples from the shared Excel sheets may be incorporated.

7.7.10.5. 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

End of Document