



**Request for Proposal (RFP) for the selection of Solar Power Generator (SPG) for the development of RTS Projects on government buildings under RESCO model in Odisha.**

**E-procurement Website:** [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA)

**RFP No.:** [2744] dated [21]<sup>th</sup> [Oct] [2022]

**Contact details:**

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(This page is intentionally left blank.) Notice Inviting Tender (NIT)

**NIT No.:** 2744 dated [21]<sup>th</sup> [Oct] [2022]

**Type of bidding:** Domestic Competitive Bidding (DCB)

**Mode of bidding:** Open bidding, Single stage two envelope, E-bidding, E-Reverse Auction (if applicable)

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for the selection of Solar Power Generators (SPG) for the development of RTS Projects on government buildings under RESCO model in Odisha. The Power Purchase Agreement (PPA) shall form an integral part of the RFP.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of RFP on E-procurement Website and OREDA Website	[21] <sup>st</sup> [Oct] [2022]
2.	Due date and time for receipt of pre-bid queries on the RFP	[09] <sup>th</sup> [Nov] [2022], Time: 11:00 AM
3.	Date and time for the pre-bid meeting through online mode only. Meeting invite link on google hangout platform: [insert google hangouts link]	[11] <sup>th</sup> [Nov] [2022], Time: 11:30 AM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid	[21] <sup>st</sup> [Nov] [2022], Time: 5:00 PM
5.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only	[21] <sup>st</sup> [Nov] [2022], Time: 5:00 PM
6.	Due date and time for the opening of online Technical Bid, except Price Bid	[22] <sup>nd</sup> [Nov] [2022], Time: 3:00 PM
7.	Due date and time for the opening of online Price Bid, applicable only for the Bidders whose online Technical Bids shall be responsive	To be intimated later
8.	Due date and time for E-Reverse Auction as per the terms of the RFP, if applicable, only for the Bidders whose Price Bids will be responsive	To be intimated later

The RFP providing requisite details about the bidding process shall be made available on the E-procurement Website (<http://www.tenderwizard.com/OREDA>) on or before the due date mentioned above. The RFP will also be made available on the OREDA Website (<http://www.oredaorissa.com>) for viewing purposes only. The Bidders may write to OREDA at the email [idceoreda@oredaorissa.com](mailto:idceoreda@oredaorissa.com), for any additional information, if needed.

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 office hours for any additional information.

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

**Chief Executive, OREDA**

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# ***Disclaimer***

To whomsoever it may concern, kindly note the following:

1. This RFP is meant for the exclusive purpose of bidding against this 2744 dated [21]<sup>th</sup> [Oct] [2022] 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 to prepare 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
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Affiliate	:	shall mean a company that, directly or indirectly, <ul style="list-style-type: none"><li>• controls, or</li><li>• is controlled by, or</li><li>• is under common control with,</li></ul> a company developing a Project or a Member in a Consortium/ JV developing a Project; and control means ownership by one company of at least 50% (fifty percent) of the voting rights of the other company
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 RFP hereto, the standard set forth in this RFP here to, shall be deemed to be the standards under Applicable Laws
Appropriate Discom	:	shall mean the Discom having the substation located within the jurisdiction of project sites with whom the beneficiary has taken an electrical connection. The name of the Discoms in Odisha are given below: <ul style="list-style-type: none"><li>• Tata Power Central Odisha Distribution Limited (TPCODL)</li><li>• Tata Power Western Odisha Distribution Limited (TPWODL)</li><li>• Tata Power Southern Odisha Distribution Limited (TPSODL)</li><li>• Tata Power Western Odisha Distribution Limited (TPNODL)</li></ul>
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
BDS	:	shall mean Bid Data Sheet
Beneficiary/ Beneficiary Department/ Procurer	:	shall have the meaning of the the procurer of solar energy generated from RTS plants with whom the SPG signs the Power Purchase Agreement
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
Bidder	:	the 'Solar Power Developer' setting up the RTS Solar Power Project in the premises of different beneficiaries
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
"COD" or "Commercial Operation Date"	:	shall mean actual commercial operation date of the Project
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
Consortium/ Joint Venture (JV)	:	shall mean a group of two (2) or more Entities who will submit their Bid under this RFP
Corrigendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.2
Corrupt Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Day	:	shall mean the calendar day

<b>Definitions and abbreviation</b>	<b>:</b>	<b>Description</b>
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
Developer or Solar Power Developer or Solar Power Generator (SPG)	:	shall mean <ul style="list-style-type: none"> <li>• company registered under The Indian Companies Act, 1956/ 2013; or</li> <li>• partnership firm registered under The Indian Partnership Act, 1932; or</li> <li>• sole proprietorship firm under the relevant laws in India; setting up the solar pv project in the premises of different beneficiaries</li> </ul>
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the effective date as mentioned in the PPA
Entity	:	shall mean the entity incorporated under the relevant acts in India (as applicable) and can be either a company or a partnership firm or a sole proprietorship firm
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean <a href="http://www.tenderwizard.com/OREDA">www.tenderwizard.com/OREDA</a>
Equipment	:	shall mean the solar photovoltaic modules, inverters, transformers, transmission lines, etc. used in developing the Project
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Government	:	shall mean Government of India or Government of Odisha, as applicable
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
ITB	:	shall mean Instructions to Bidders
kW	:	shall mean kilo Watt in AC terms
kWp	:	shall mean kilo Watt peak in DC terms
Lead Member	:	shall mean the lead member of the Consortium/ JV, who has more than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as the lead member of the Consortium/ JV by the Other Members of the Consortium/ JV to represent them in the Bid, as per the terms of the RFP
Letter of Award or LoA	:	shall have the meaning ascribed to it in ITB Clause 1.6.2.1
Month	:	shall mean a calendar month
NIT	:	shall mean Notice Inviting Tender
Notified Capacity	:	shall mean the notified capacity as mentioned in Annexure Clause 5.6
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OREDA	:	shall mean Odisha Renewable Energy Development Agency
OREDA Website	:	shall mean <a href="http://oredaodisha.com/">http://oredaodisha.com/</a>
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean <a href="mailto:ceoreda@oredaorissa.com">ceoreda@oredaorissa.com</a>
Other Members	:	shall mean the other member(s) of the Consortium/ JV, who have less than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as Other Members of the Consortium/ JV that will support the Lead Member of the Consortium/ JV to represent them in the Bid
Parent	:	shall mean a company, which holds not less fifty-one percent (51%) equity either directly or indirectly in the SPG developing the Project
PKI	:	shall mean Public Key Infrastructure
PPA	:	shall mean a Power Purchase Agreement and shall have the meaning ascribed to it in ITB Clause 1.6 and enclosed in Annexure Clause 5.7
Discovered Tariff	:	shall mean the levelized tariff of INR per kWh as discovered by competitive bidding
Project	:	shall mean the solar photovoltaic power project to be developed by the SPG, including the metering infrastructure for interconnecting with the grid
Project Site	:	shall mean the roof/land on which the SPG will develop the Project

<b>Definitions and abbreviation</b>	<b>:</b>	<b>Description</b>
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 projects of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency;
PV	:	shall mean Photo Voltaic
QR	:	shall mean Qualification Requirement
RFP	:	shall mean Request for Proposal
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work
Solar Power Generator or SPG	:	shall mean the Successful Bidder signing the PPA with beneficiary
Successful Bidder	:	shall mean the Bidder to whom OREDA will issue the LoA
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
Ultimate Parent	:	shall mean a company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates
UTR	:	shall mean Unique Transaction Reference number
Year	:	shall mean the calendar year

## **Interpretation**

In the Bidding Document, 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.

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# 1. Instruction to Bidders (ITB)

Section 1 (ITB) provides a general overview and contents of RFP along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of letter of intent, and execution of Power Purchase Agreement (PPA), 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. In addition, OREDA has enclosed the Power Purchase Agreement (PPA) that forms an integral part of this RFP. Such a Bidding Document shall be published on the E-procurement Website. Such a Bidding Document shall also be uploaded on OREDA Website, but only for viewing purposes.
- 1.1.1.3. The detailed 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 the actions of other Party improperly;
  - e) "Obstructive Practice" means
    - i. deliberately destroying, falsifying, altering, or concealing of evidence material to OREDA's investigation;
    - ii. making false statements to investigators 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 – Annexure
- 1.2.1.2. OREDA is not responsible for the completeness of the Bidding Document if they were not obtained directly from the 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 Addressor write to OREDA's Official Email Id, before 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 5.3.
- 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 is to clarify issues and prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. OREDA may respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.

- 1.2.2.3. The Clarification against the queries raised, without identifying the source of the prospective Bidder, may be uploaded on the E-procurement Website and OREDA Website. 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 the disqualification of a Bidder.
- 1.2.2.5. The Bidder is advised to visit and examine the Project Site and its surroundings to obtain all information necessary for the preparation of the Bids at their end. The cost of visiting the Project Site shall be at the Bidder's own expense.
- 1.2.2.6. The Bidder and any of its personnel and/ or agents visiting Project Site for such visit if applicable, 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 visit to the Project Site.

### **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 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 and 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 the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4, respectively, as per all the Bidding Document's terms and conditions. In addition, the select original hardcopies of the Technical Bid shall be submitted pursuant to ITB Clause 1.3.3.3 at OREDA's Office Address.

1.3.3.2. The online submission of the Technical Bid shall comprise the following:

Bid Form	Particulars
Bid Form 1 (Covering Letter of Technical Bid)	<p>Copy of the “<b>Covering Letter of Technical Bid</b>” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 1 of Section 5 (Annexure).</p>
Bid Form 2 (Summary of the Technical Bid)	<p>Copy of the “<b>Summary of the Technical Bid</b>” duly signed by the Authorized Signatory and stamped by the Bidder along with the required attachments as given therein.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p>
Bid Form 3 (Power of Attorney)	<p>Copy of the “<b>Power of Attorney</b>” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit their Power of Attorney issued by their respective Companies.</p> <p>This is a mandatory submission for all the Bidders.</p>
Bid Form 4 (Financial Qualification)	<p>Copy of the “<b>Financial Qualification</b>” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification as given in QR Clause 4.3.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>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 5 (Annexure).</p>
Bid Form 5 (Compliance with the MNRE technical standards)	<p>Copy of the declaration for the “<b>Compliance with the MNRE technical standards</b>” for the Equipment as mentioned in QR Clause 4.2.1.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 5 of Section 5 (Annexure).</p>
Bid Form 6 (Self-certificate)	<p>Copy of the declaration of the “<b>Self-certificate</b>” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein as given in QR Clause 4.1.2.</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV shall</p>

Bid Form	Particulars
	<p>submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 6 of Section 5 (Annexure).</p>
Bid Form 7 (Undertaking for Indigenoussness)	<p>Copy of the “<b>Undertaking for Indigenoussness</b>” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use all the Equipment in this Project are indigenouss and Made in India, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India including ALMM as revised from time to time</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 7 of Section 5 (Annexure).</p>
Bid Form 8 (No Deviation Certificate)	<p>Copy of the “<b>No Deviation Certificate</b>” duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 8 of Section 5 (Annexure).</p>
Bid Form 9 (Quality Assurance)	<p>Copy of the declaration of “<b>Quality Assurance</b>” of the Bidder as given in QR Clause 4.2.2.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>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 9 of Section 5 (Annexure).</p>

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

Bid Form	Particulars
Bid Form 2 (Application Fee)	<p>Original of the “<b>Demand Draft</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Application Fee</b>” issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha. In case of an online transfer using RTGS/ NEFT, the original hard copy is required to be submitted.</p> <p>This shall be a non-refundable fee. This shall be payable by all the Bidders.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p>
Bid Form 2 (Bid Security)	<p>Original of the “<b>Demand Draft</b>” or “<b>Fixed Deposit Receipt</b>” or “<b>Bank Guarantee</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Bid Security</b>”. In case of an online transfer using RTGS/ NEFT, the original hard copy is required to be submitted.</p>

Bid Form	Particulars
	<p>In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in the absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha, with an expiry date and a claim date mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p>

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

Bid Form	Particulars
Bid Form 11(Price Bid)	<p>Copy of the “<b>Price Bid</b>” duly filled by the Bidder as per the Microsoft excel based format.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission and shall be submitted in Microsoft Excel (xls. or .xlsx) format only as per the sample format given in Bid Form 11 of Section 5 (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 1.3.3.4. **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.

1.3.4.2. The Bid prices in the Price Bid shall be made on the Project Group basis, and the Bidder shall be responsible for bringing all Equipment to be used in this Project at the Project Site and maintain it in their safe custody 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 specified in Section 2 (BDS) from 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.

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 a 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 may be returned within a time period of sixty (60) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.2.4.

1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Successful Bidder may be returned within a time period of sixty (60) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.2.4.

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

1.3.7.6. The Bid Security shall be forfeited,

- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
- b) if the Successful Bidder fails to
  - i. sign the PPA pursuant to ITB Clause 1.6;
  - ii. furnish the Performance Security pursuant to ITB Clause 1.6.2.4; or
  - iii. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6.

### 1.3.8. Format and Signing of Bid

1.3.8.1. The Bid Form as given in ITB Clause 1.3.3 or any electronic form, if any and as available on the E-procurement Website, or any external form in Microsoft .xls or .xlsx format for the Technical Bid and the Price Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB Clause 1.4.1.1, unless a specific instruction provided therein in the Bidding 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 online to OREDA through E-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum. The hardcopies of the Bids must be submitted at OREDA's Office Address 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 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 Bid 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 hardcopies of the Bidder, such Bids will be considered based on the latest submission made by the Bidder. In such a case, any previous original hardcopies shall be returned unopened to the Bidder.

### **1.4.5. Acceptance/ rejection of the Bids**

- 1.4.5.1. The Bids submitted by the Bidders shall be liable for rejection in case
- a) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online or hardcopy submission of Technical Bid pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.
  - b) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause 1.3.3.4.
  - c) Late Bids received as per ITB Clause 1.4.3.

- d) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
- e) The Bids are found non-responsive pursuant to all the relevant clauses in the Bidding Document.

#### **1.4.6. Technical 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.

## ***1.5. Evaluation and Comparison of Bids***

### **1.5.1. Confidentiality**

- 1.5.1.1. Information relating to the examination, evaluation, comparison, and postqualification of Bids and recommendation for the signing of PPA, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the signing of PPA 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 to evaluate the Bids or signing of PPA 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 signing of PPA, 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 clarify its Bid by the date and time set in OREDA's request for clarification, such Bid shall be liable for rejection.

### **1.5.3. Examination of Technical Bids**

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



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

#### **1.5.4. Responsiveness of Technical Bid**

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

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

#### **1.5.5. Qualification of the Bidder**

1.5.5.1. OREDA shall determine 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 examining 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. Online Price Bid opening**

1.5.6.1. The Price Bids shall be opened online after completing the Technical Bids' evaluation by OREDA for all the responsive Bidders. OREDA shall open the online Price Bids on the E-procurement Website without disclosing the Bidders' name on the public domain. It shall be the responsibility of OREDA to keep the Bidders' name confidential for the Bids received against each project group as per the list provided in Annexure Clause 5.6

1.5.6.2. The Price Bid will be evaluated based on the Bidders' quoted tariff for each project group. OREDA shall check the Price Bids' completeness as per the RFP instructions and the Price Bid specifically.

1.5.6.3. After evaluation of Price Bids by OREDA, a list of the Bidders will be prepared for each project group.

1.5.6.4. The selection of Successful Bidder, under this RFP, shall be as per ITB Clause 1.5.9.

#### **1.5.7. Online E-Reverse Auction**

1.5.7.1. Pursuant to ITB Clause 1.5.6.3, the lowest quoted tariff in each project group will be the ceiling tariff at the start of the E-Reverse Auction process. The Bidders shortlisted for the E-Reverse Auction can reduce their tariffs less than the tariff quoted in price bids to arrive at the PPA Tariff.

1.5.7.2. OREDA will publish the project group-wise schedule (date and time) to conduct the E-Reverse Auction at least twenty-four (24) hours before the event. It shall be the Bidders' responsibility to track the notices on E-Reverse Auction on OREDA Website and E-Procurement Website. In no case, OREDA shall be responsible in case the Bidder misses out on seeing any notices on E-Reverse Auction.

1.5.7.3. The shortlisted Bidders for E-Reverse Auction will be able to login into the E-procurement Website fifteen (15) minutes before the start time of the E-Reverse Auction.

a) The 'initial auction period' will be for a period of thirty (30) minutes.

b) An auto extension shall be made for another eight (8) minutes from the 'scheduled closing time of the initial auction period' if any Bidder quotes a tariff less than the lowest tariff in the auction floor during the last eight (8) minutes of the 'initial auction period'.

c) The auto extension of eight (8) minutes will be termed as 'auto extended auction period'.

- i. For each Project Group, if any Bidder quotes a tariff less than the lowest tariff in the auction floor during the 'auto extended auction period', then a new auto extension shall be made for eight (8) minutes from the 'scheduled closing time of the extended auction period' and so on.
  - ii. For each Project Group, if any Bidder does not quote a tariff less than the lowest tariff in the auction floor during the 'auto extended auction period', then the E-Reverse Auction process will get automatically closed.
- d) The minimum decrement value for tariff shall be in the multiples of 0.01 INR per kWh.
  - e) The Bidders can only quote any value lower than the lowest tariff quoted by any Bidder in a Project Group. However, at any stage, a Bidder cannot increase its tariff or match the lowest tariff. The Bidders can quote a valid bid by quoting a tariff lower than the lowest tariff quoted by any Bidders on a real-time basis on the auction floor.
  - f) The Bidder shall not have the option of changing the Project capacity or project groups while quoting the tariff during E-Reverse Auction.

#### **1.5.8. Ranking of Bidder and preparation of list for (Successful Bidder) with E-RA after the completion of online E-Reverse Auction**

1.5.8.1. The list containing the ranking of the (Successful Bidder)<sub>with E-RA</sub> for each project group will be prepared based on the following principle:

- a) The Bidders will be ranked in the ascending order of the tariffs from L1, L2, L3, L4, and so on for the tariffs quoted at the end of the E-Reverse Auction.

1.5.8.2. OREDA shall prepare the final list of Successful Bidders for each project group

#### **1.5.9. Ranking of Bidder and preparation of list for Successful Bidders when no bidder has changed their quoted tariffs during reverse auction**

1.5.9.1. The list containing the ranking of the Successful Bidder(s) for each project group will be prepared by OREDA as per their Quoted Tariff in the Price Bid as per Bid Form 11.

#### **1.5.10. Selection of Successful Bidder**

1.5.10.1. OREDA has provisioned for an allocation of a maximum capacity of 10 MW under this RFP.

1.5.10.2. The Successful Bidder(s) will be awarded the PPA Tariff equal to the lowest tariffs discovered at the end of the E-Reverse Auction for each project group as per Clause 1.5.8

1.5.10.3. When no bidder has changed their quoted tariffs during the reverse auction in a project group, the Successful Bidder(s) will be awarded the PPA Tariffs equal to the lowest Quoted Tariff in the Price Bid as per Bid Form 11 for that Project Group.

1.5.10.4. Work allocation to successful bidder(s), as applicable and necessary :

- Successful Bidder-quoting lowest Tariff in a project group. 100% of capacity under concerned Project Group shall be awarded to such successful bidder.

1.5.10.4. If the successful bidder in a particular project group is unable (or refuses) to implement the project, 100% of capacity under concerned project group shall be awarded to the next bidder as per the ranking list prepared, provided that he matches the L1 tariff of the project group

#### **1.5.11. OREDA's right to accept any Bid, and to reject any or all Bids**

1.5.11.1. 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 signing of PPA, 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.

## **1.6. Signing of Power Purchase Agreement**

### 1.6.1. Award Criteria

1.6.1.1. The Successful Bidders shall be selected as per the allocation procedures mentioned in ITB Clause 1.5.

### 1.6.2. Issue of PPA

1.6.2.1. Prior to the expiry of the period of Bid validity, OREDA shall notify the Successful Bidder, in writing, that its Bid has been accepted and issue a **Letter of Award (LoA)**. 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 an execution version of the PPA to the Bidder eligible to sign a PPA with beneficiary and is responsive to the Bidding Document.

1.6.2.3. Upon receiving the PPA, the Successful Bidder shall fulfill all other requirements given under the PPA and submit the below mentioned critical documents within a maximum time period as mentioned in the below table from the date of issue of LoA and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

Sl. No	Critical documents	Timelines (Days)
1.	Acceptance to the LoA and timely execution of the PPA along with other critical documents stamped with an official seal, date, and its official submission in original	Within seven (7) Days
2.	Signing of PPA between the SPG and the beneficiary. The PPA will be executed through two (2) originals, of which bidder will retain one original and hand over the other original to the beneficiary. In case the Bidder does not attend or misses in signing the PPA as per the schedule, then such Bids shall be liable for rejection with the forfeiture of the Bid Security.	Within sixty (60) Days, as per the schedule to be communicated by OREDA
3.	Submission of Performance Security as per ITB Clause 1.6.2.4	Within sixty (60) Days and before the signing of PPA
4.	Submission of a Detailed Workplan in line with the Timelines mentioned in the Bidding Document for the implementation of the Project	
5.	Submission of a Project Site survey technical report after visiting the designated Project Site	
6.	Contact information of various OEMs for the solar photovoltaic module, inverter, and balance of systems for the implementation of the Project (as applicable for Developers)	
7.	Single line diagram of the Project	
8.	Detailed drawings and designs of the Project	
9.	Design document of the module mounting structure and pole mounting structure of the Project along with a STAD pro analysis report as a part of the mandatory submission to sustain a wind speed of 200 km per hour for the module mounting structures	
10.	In case of a Consortium/ JV, the Consortium/ JV Agreement shall be submitted as per the format given under Annexure Clause 5.5	

In case of a Consortium/ JV, It can be noted that a new SPV shall be formed by the members of the Consortium/ JV mandatorily for developing the Project under The Companies Act, 2013. The Successful Bidder shall submit the registration certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA. Further, the Bidder shall submit the PAN and GST certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA.

1.6.2.4. Failure of the Successful Bidder to complete all the formalities mentioned in the LoA pursuant to ITB Clause 1.6.2.3 shall constitute sufficient grounds for the annulment of the execution of PPA and forfeiture of the Bid Security.

### 1.6.3. Performance Security

1.6.3.1. Within sixty(60)Days of the receipt of the LoA from OREDA as per ITB Clause 1.6.2.1, the Successful Bidder shall furnish the Performance Security as per the format enclosed in the

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indicative PPA. In case of a Consortium/ JV, the Lead Member of the Consortium/ JV shall submit this Performance Security.

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

1.6.3.3. The Performance Security shall be submitted as per the details given in Section 2 (BDS). The Performance Security shall be submitted only in the form of a Bank Guarantee, and the Bank Guarantee shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha for an amount, expiry date, and claim date as mentioned in Section 2 (BDS).

## 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><b>Name of the Project:</b> Selection of Solar Power Generators (SPG) for the development of of RTS Projects on government buildings under RESCO model in Odisha  <b>NIT No.:</b> 2744 dated [21]<sup>th</sup> [Oct] [2022]  <b>RFP No.:</b> [RFP No.] dated [21]<sup>th</sup> [Oct] [2022]</p>			
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online mode based on the meeting access details given in the NIT or any Corrigendum.			
2.1.3.	ITB Clause 1.3.3.2	<b>Particulars</b>	<b>*Bid Security</b>	<b>Cost of Bid</b>	<b>Bid Processing Fee</b>
		Package-1 (Project group-A1)	3.18MWx5,00,000=15,87,851 (5 lakh INR per MW)	10,500 INR + GST	1000 INR + GST
		Package-2 (Project group-B1)	3.03MWx5,00,000=15,13,040 (5 lakh INR per MW)	10,500 INR + GST	1000 INR + GST
		Package-3 (Project group-B2)	3.51MWx5,00,000=17,55,315 (5 lakh INR per MW)	10,500 INR + GST	1000 INR + GST
		Mode of submission	1. Demand Draft, or 2. Online transfer using RTGS/ NEFT	1. Online Transfer (RTGS/ NEFT), or 2. Demand Draft, or 3. Fixed Deposit Receipt, or 4. Bank Guarantee	Direct payment to Tender Wizard, as per their mode of payment mentioned on the E-Procurement Website
<p><b>Note:</b> All the Bidders shall provide the Cost of Bid, Bid Processing Fee, and Bid Security, and <b>there shall be no exemption to any Bidder whatsoever.</b></p> <p>*A bidder can apply any of the package as desired with reference to the package details mentioned in the annexure 5.6.</p> <p>The Bid Processing Fee shall be made in favour of "KSEDC Limited" payable at "Bengaluru".</p> <p>In case of the Bid Security submitted is in the form of a Bank Guarantee, the expiry date and claim date are as follows:</p> <ul style="list-style-type: none"> <li><b>Expiry date:</b> One Hundred and Eighty (180) Days from the original last date of submission of online Technical Bid</li> <li><b>Claim date:</b> Twelve (12) Months from the date of expiry</li> </ul>					
2.1.4.	ITB Clause	<b>Bid validity period:</b> One Hundred and Eighty (180) Days from the last date of			

BDS Clause reference	ITB Clause reference	Detailed Clause
2.1.5.	1.3.6.1 ITB Clause 1.4.1.1	<p data-bbox="523 253 715 275">Bid submission.</p> <ul data-bbox="523 286 1465 678" style="list-style-type: none"> <li data-bbox="523 286 1305 309">• The Bidder shall submit one (1) Bid in total for under this RFP.</li> <li data-bbox="523 320 1465 376">• A Bidder <u>can quote for a minimum of one project group or for all project groups.</u></li> <li data-bbox="523 387 1465 443">• A Bidder can apply for <u>multiple project groups in the tender as per compliance to the eligibility requirements.</u></li> <li data-bbox="523 454 1465 521">• OREDA has <u>receive prior consent from the beneficiaries for implementation of RTS project under RESCO model.</u> OREDA shall facilitate and clarify queries for signing of the PPA by beneficiaries.</li> <li data-bbox="523 533 1465 678">• The Bidder shall be responsible for the closure of the PPA signing, and in no case, OREDA, or any other authority is responsible for the closure of PPA signing with beneficiary department. The Bidder shall be responsible for the complete implementation of the Project, as per the terms of the Bidding Documents.</li> </ul> <p data-bbox="523 712 954 734"><b>Procedure for submission of Bid:</b></p> <ul data-bbox="523 768 1465 2016" style="list-style-type: none"> <li data-bbox="523 768 1465 824">• For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only.</li> <li data-bbox="523 835 1465 913">• 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.</li> <li data-bbox="523 925 1465 1037">• The unregistered Bidders are required to pay a registration fee in favour of M/s. KSEDCL 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.</li> <li data-bbox="523 1048 1465 1104">• As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided.</li> <li data-bbox="523 1115 1465 1227">• 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 data-bbox="571 1238 1465 1809" style="list-style-type: none"> <li data-bbox="571 1238 1465 1317">- Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed.</li> <li data-bbox="571 1328 1305 1350">- Click/ Double Click to open the Microsoft Internet Explorer</li> <li data-bbox="571 1361 1465 1440">- Go to Start &gt; Programs &gt; Internet Explorer. Type the E-procurement Website address “www.tenderwizard.com/OREDA” in the address bar of Internet Explorer to access the Login Screen.</li> <li data-bbox="571 1451 1114 1473">- Enter user id and password, click on “Go”.</li> <li data-bbox="571 1485 1465 1541">- Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password.</li> <li data-bbox="571 1552 1193 1574">- Click “Un Applied” to view/ apply for a new RFP.</li> <li data-bbox="571 1585 1465 1720">- 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 data-bbox="619 1731 1465 1809" style="list-style-type: none"> <li data-bbox="619 1731 1034 1753">◦ Click on the “Show Form” icon.</li> <li data-bbox="619 1765 1193 1787">◦ Bidding Document will appear on the screen.</li> <li data-bbox="619 1798 1465 1821">◦ Click “Click here to download” to download the Bidding Document.</li> </ul> </li> </ul> </li> <li data-bbox="523 1821 1465 1877">• 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.</li> <li data-bbox="523 1888 1465 1966">• 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.</li> <li data-bbox="523 1977 1465 2016">• The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format as per the sample format given in Bid Form</li> </ul>

BDS Clause reference	ITB Clause reference	Detailed Clause						
		<p>11 only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids.</p> <ul style="list-style-type: none"> <li>• Please note down or take a print of the bid control number once it is displayed on the screen.</li> <li>• Bid opening events can be viewed online.</li> <li>• The Bids submitted by one Bidder can be viewed by other Bidders.</li> </ul>						
2.1.6.	ITB Clause 1.6.3.3	<p><b>Performance Security:</b> The Performance Security for achieving the Commercial Operation Date on or before the Scheduled Commercial Operation Date (SCOD) shall be submitted in the form of a bank guarantee separately for each project group as per the capacity, as mentioned below:</p> <table border="1" data-bbox="539 613 1442 741"> <thead> <tr> <th data-bbox="539 613 799 647">Amount</th> <th data-bbox="807 613 1139 647">Expiry period</th> <th data-bbox="1147 613 1442 647">Claim period</th> </tr> </thead> <tbody> <tr> <td data-bbox="539 651 799 736">5 Lakhs INR per MW</td> <td data-bbox="807 651 1139 736">Eighteen (18) Months from the date of issuing LoA</td> <td data-bbox="1147 651 1442 736">Twelve (12) Months from the date of expiry</td> </tr> </tbody> </table> <p>OREDA will have the right to encash the bank guarantee, if the Successful Bidder fails to achieve the SCOD milestone</p> <p>The bank guarantee submitted towards the Performance Security may be returned within a maximum period of thirty (30) Days of the expiry date of the BG.</p> <p>The bank guarantee can be extended as per the requirement from OREDA from time to time in the interest of the Project to achieve Commissioning.</p>	Amount	Expiry period	Claim period	5 Lakhs INR per MW	Eighteen (18) Months from the date of issuing LoA	Twelve (12) Months from the date of expiry
Amount	Expiry period	Claim period						
5 Lakhs INR per MW	Eighteen (18) Months from the date of issuing LoA	Twelve (12) Months from the date of expiry						



## 3. Scope of Work (SOW)

Section 3 (SOW) contains about the Project, roles, and responsibilities of the individual Parties, Equipment requirements, Timelines, etc. that describe the SOW under the RFP.

### 3.1. About the Project

#### 3.1.1. Introduction

- 3.1.1.1. The Ministry of New and Renewable Energy (MNRE) has a target of achieving 40 GW of rooftop solar pv installed capacity by 2022. Odisha has planned to adopt RESCO model for solar pv project installation across government buildings and institutions in Odisha. Under the chairmanship of Chief Secretary, Odisha, it was decided to install solar rooftop projects for Government Institutions in RESCO model in the first phase of RESCO programs in Odisha.
- 3.1.1.2. This Scope of Work shall be for the selection of Solar Power Generators (SPG) for the development of of RTS Projects on government buildings under RESCO model in Odisha. The Power Purchase Agreement (PPA) shall form an integral part of the RFP.
- 3.1.1.3. As part of the Government of India's target to achieve a cumulative capacity of 100 GW solar photovoltaic installation by the year 2022, OREDA wishes to invite Bids for the selection of SPG in line with all the provisions of the RFP.
- 3.1.1.4. The energy generated from the Project shall be solely for the procurement of the beneficiary on payment of PPA Tariff as a result of the completion of E-reverse auction. The PPA Tariff shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of Bid submission. The PPA Tariff is a single levelized tariff for the Project and shall be applicable for all the 25 years of PPA period from the date of achieving the COD.

#### 3.1.2. Objectives

The objectives of implementing this Project are to:

- 3.1.2.1. Support the institutions, departments to either develop the Project or to reduce their expenses towards electricity;
- 3.1.2.2. Support GRIDCO & Discom in meeting the solar RPO;
- 3.1.2.3. Reduce carbon footprint for a period of twenty-five (25) years; and
- 3.1.2.4. Generate local employment.

### 3.2. Roles and Responsibilities

#### 3.2.1. Roles and Responsibilities of the SPG

The SPG undertakes to be responsible solely, at SPG's own cost and risk, for the following

- 3.2.1.1. The SPG shall be responsible for the performance of the obligations mentioned in the RFP, any Addendum, any Corrigendum, any Clarification, Power Purchase Agreement, etc.
- 3.2.1.2. The SPG shall deploy a proven solar photovoltaic technology that has been developed anywhere in the World. However, the selection of SPG would be technology agnostic within solar photovoltaic technology and crystalline silicon or thin film or any other such technology, with or without trackers can be installed.
- 3.2.1.3. The Bidder shall ensure the use of solar photovoltaic modules and cells as per the ALMM (Approved List of Models & Manufacturers) issued by MNRE and revised from time to time.



- 3.2.1.4. The SPG shall be responsible for the designing, engineering, procuring, supplying, taking insurance, packing and forwarding, loading, transporting, unloading, safekeeping of Equipment, constructing, installing, erecting, testing, commissioning and achieving the SCOD of the Project. This shall be achieved in accordance with the Applicable Law, Prudent Utility Practices and all the terms and conditions of this Bidding Document consisting of the RFP, any Addendum, any Corrigendum, any Clarification, Power Purchase Agreement, and any amendment thereto.
- 3.2.1.5. SPG will be responsible for implementation and maintenance of the RTS solar pv (list of sites are provided in Annexure Clause 5.6) for the use life of the project (25 years) .
- 3.2.1.6. The SPG shall comply grid connectivity and other regulations as applicable.
- 3.2.1.7. The SPG is required to obtain necessary clearances as required for setting up the Project.
- 3.2.1.8. The SPG shall be responsible to put a notice board (at least 180cm x 120cm) at its Project Site main entrance prominently displaying the following message before declaration of COD.
- 3.2.1.9. Time is an essence in achieving the milestones and achieving the SCOD of the Project.
- 3.2.1.10. SPG shall be responsible for the execution of the Power Purchase Agreement.
- 3.2.1.11. The SPG shall be responsible for owning the Project throughout the Term of PPA.
- 3.2.1.12. The SPG is required to maintain a minimum AC Capacity Utilization Factor (CUF) of 15% and a maximum CUF of 18.7% provided it is less than 90% of total electricity consumption (solar + discom electricity) , as detailed in the PPA.
- 3.2.1.13. The SPG shall be responsible for directly coordinating and dealing with Discom, Government and other authorities in obtaining the Clearances as per the various provisions of the PPA.
- 3.2.1.14. The SPG shall be the Principal Employer of all the stakeholders directly/ indirectly involved in the Project.
- 3.2.1.15. The SPG shall be responsible for incurring all the costs and expenses including but not limited to all statutory charges, GST etc. related to setting up the Project.
- 3.2.1.16. The SPG shall be responsible for considering all the costs and expenses and its margin whatsoever to derive the PPA Tariff requirement for successfully developing and operating the Project for a period of twenty-five (25) years during the Term as per the PPA. In no case OREDA, GRIDCO, Department of Energy, or any Government shall be responsible for such a quotation of tariff by the Bidder.
- 3.2.1.17. The selected SPG shall commission the Project within nine (9) months from date of issuance of LoA. The SPG may commission the Project during this period of nine (9) months and the beneficiary is obliged to purchase power from the commissioned Project at any time after the issuance of LoA.
- 3.2.1.18. The SPG shall be required to generate the solar energy as given in the terms and conditions of the PPA.
- 3.2.1.19. The SPG will ensure that all Equipment from the Project after their 'end of life' (when they become defective/ non-operational/ non-repairable) are handed over to the beneficiary and if they refuse, are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

### **3.2.2. Roles and Responsibilities of OREDA, Discom, Department of Energy**

- 3.2.2.1. OREDA shall be the nodal agency responsible for coordinating between various stakeholders for facilitation.
- 3.2.2.2. The Appropriate Discom will provide connectivity through net-metering arrangement to the selected SPG. The Appropriate Discom will ensure "must-run" status to the Project installed under this program. OREDA shall act as facilitator to the beneficiaries in implementation of this program.

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- 3.2.2.3. A duly constituted Committee of OREDA, and the Appropriate Discom officials along with officials of the Beneficiary will jointly physically inspect the Project in not more than three (10)Days from the date of receiving a written request from the SPG and certify successful commissioning of the Project.
- 3.2.2.4. OREDA shall ensure quality being maintained by the SPG based on the review of the Project Equipment, site visits and progress review and monitoring activities. In this regard, OREDA will develop a suitable monitoring mechanism, to analyze the progress and performance of the Project and reserves the right to carry out random checks to verify compliance of quality standards at any point of time with/ without prior notice.
- 3.2.2.5. OREDA shall be responsible for conducting bidding process. OREDA will conduct review meetings to monitor the progress and managing all aspects of the scheme.
- 3.2.2.6. **Power to remove difficulties:** If there is need for any amendment to this tender/ program for better implementation or any relaxation is required in the norms due to operational problems, OREDA will be competent to make such amendments.

### 3.3. Timelines

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

Activities	Timelines
Issue of LoA by OREDA	T0
Execution of formalities of LoA	T1 = T0+max. timelines of sixty (60) Days, subjected ITB Clause 1.6.2.3
SPG signing the PPA with the respective beneficiaries of Health & Family Welfare Department, GoO , government institutions	T2 = T0 + three (3) Months
SPG achieving the COD	T4 = T0 + nine (9) Months#
O&M Period end date	T5 = T4 + twenty-five (25) Years

T0: start date and date of issue of LoA

# The Project shall achieve COD by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, OREDA shall review the progress of the Project and take suitable actions, as per the specific provisions of the PPA.

## 4. Qualification Requirement (QR)

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

The Bidder shall fulfill the below Qualification Requirement 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>The Bidder participating as a Developer, 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>The Bidder can either participate as an individual Company or a Consortium/ JV. In case of a Consortium/ JV, all the members of the Consortium/ JV shall be jointly and severally liable to comply with all the clauses of the Bidding Document.</p> <p><b>Note:</b> Limited Liability Partnership (LLP) and Limited Liability Company (LLC) are not allowed to participate.</p>	<p>The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>In case of a Consortium/ JV, the Bidder shall submit the Consortium/ JV Agreement, as required under this RFP.</p> <p>The Bidder must submit Bid Form 2 of Section 5 (Annexure).</p> <p>This shall be applicable to all the Bidders.</p>
4.1.2.	<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 6 of Section 5 (Annexure).</p> <p>This shall be applicable to all the Bidders.</p>

### 4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	<p>The Bidder must submit a copy of the declaration for the <b>“Compliance with the MNRE/ BIS technical standards”</b> for the Equipment.</p>	<p>The Bidder must submit Bid Form 5 of Section 5 (Annexure).</p> <p>This shall be applicable to all the Bidders.</p>
4.2.2.	<p>The Bidder must have established high quality, environment management system, and must have ISO 9001 and ISO 14001 certifications for the solar photovoltaic modules and inverters.</p>	<p>The Bidder shall declare that it has a copy of the ISO 9001 and will possess the copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM.</p> <p>The Bidder must submit Bid Form 9 of Section 5 (Annexure).</p>

Clause no.	Qualification Requirement	Support document
		<b>Note:</b> The documentary evidence shall be submitted as a part of the response to the LOA for the Successful Bidder as per ITB Clause 1.6.2.3 and not at the time of bidding.

### 4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document				
4.3.1.	<p>The Bidder must have the experience of installing and commissioning RSPS of over 1 MW in RESCO model during last five (5) years from the last date of online submission of the Technical Bid anywhere in India</p> <table border="1"> <thead> <tr> <th>Particular</th> <th>Min. experience requirement</th> </tr> </thead> <tbody> <tr> <td>Solar PV Rooftop System</td> <td>1000 kWp</td> </tr> </tbody> </table>	Particular	Min. experience requirement	Solar PV Rooftop System	1000 kWp	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the Joint Commissioning Certificate issued by Government department/CPSU/State PSU/Govt. Agency.</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"> <li>1. The letter of awards/ work orders/ contract agreement/ along with any amendments issued shall be submitted in full without deleting/ hiding any information.</li> </ol> <p>The experience certificate/joint commissioning certificate shall clearly mention the capacity and the date of commissioning.</p> <p>The Bidder must submit Bid Form 10 of Section 5 (Annexure).</p>
Particular	Min. experience requirement					
Solar PV Rooftop System	1000 kWp					

## 4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.4.1.	<p>The net worth of the Solar Power Developer (Solar Power Generator or SPG) in financial year FY 2020-21 or FY 2021-22, whichever is latest should not be less than 1 Crore INR per MW basis on the capacity applied. Or</p> <p>The minimum average turnover of the developer should not be less than 1 Crore INR per MW basis on the capacity applied for the preceeding 3 financial years.</p> <p>In case a Bidder is submitting bid for two or more Project Groups, then financial requirement shall be met on cumulative basis by adding individual financial requirement for each Project Group for which Bidder is participating.</p> <p>For company, as per 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 or turnover certificate issued by a chartered accountant, as per Bid Form 4 of Section 5 (Annexure).</p> <p>This shall be applicable to all the Bidders.</p>

# 5. Annexure

## 5.1. Bid Forms – Technical Bid

### 5.1.1. Bid Form 1 (Covering Letter of Technical Bid)

#### Covering Letter of Technical Bid (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

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 selection of Solar Power Generators (SPG) for the development of of RTS Projects on government buildings under RESCO model in Odisha

Dear [Sir/ Madam],

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

We are pleased to submit our Bid based on the following Bid structure:

Category of the Bidder participating in this Bid	Developer setting up the Project on the premises of the Beneficiary	[Applicable/ Not Applicable]
Is the Bidder participating as a Single Bidder or as a Consortium/ JV?	["Single Bidder" or "Consortium/ JV"]	
In case the Bidder is participating as a Single Bidder, then please specify the name of the Bidder (strike-off the details if not applicable)	[Insert the name of the Bidder]  Note: Applicable for Bidders participating as a single Entity - a company or a partnership firm or a sole proprietorship firm	
In case the Bidder is participating as a Consortium/ JV, then please specify the name of all the members of the Consortium/ JV (strike-off the details if not applicable)	Lead Member: [Insert the name of the Lead Member] Other Member 1: [Insert the name of the Other Member 1] Other Member 2: [Insert the name of the Other Member 2] ... ...  Note: Applicable for Bidders participating as a group of two (2) or more Entities - a company or a partnership firm or a sole proprietorship firm	
Details of the Project	[insert the name of the Project Group as given in 5.6]	
	Name of the Project Group	Capacity (kWp)

	[insert]	[insert]
	[insert]	[insert]
	<b>TOTAL Capacity</b>	[insert]

In case of a Consortium/ JV, we shall be severally and jointly responsible for complying with all the terms and conditions of the RFP.

(strike-off the details if not applicable)

We hereby undertake the following:

2. 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 on the PPA Tariff.
3. 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 the rejection of our Technical Bid.
4. 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.
5. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
6. 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.
7. We confirm that the Technical Bid submitted is 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 with 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 during the course of performance of the PPA 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 PPA.
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 Performance Security 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). (as applicable)
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 achieving the Commercial Operation Date (COD) 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 understand that you are not bound to accept any Technical Bid you may receive.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 5.1.2. Bid Form 2 (Summary of the Technical Bid)

#### Checklist(Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

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	Applicability
Bid Processing Fee	<p>Copy of the “<b>e-payment</b>” 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 “<b>Bid Processing Fee</b>”.</p> <p>This shall be a non-refundable fee and is a mandatory submission.</p> <p>In case of a Consortium/ JV, the Lead Member shall make this payment.</p> <p>Note: There is no exemption applicable to any Bidder.</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 <a href="http://www.tenderwizard.com/OREDA">www.tenderwizard.com/OREDA</a> under Attachment 1.</p>	All Bidders
Application Fee	<p>Copy of the “<b>Online Transfer (RTGS/ NEFT)</b>” or “<b>Demand Draft</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Application Fee</b>” issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>In case of a Consortium/ JV, the Lead Member shall make this payment.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2</p>	<p>Unique Transaction Reference (UTR) no. is [insert the UTR no.], dated [DD MMM YYYY], or</p> <p>Demand Draft no. is [insert], dated [DD MMM YYYY]</p> <p>We are attaching the copy of the Application Fee submitted in the form of Demand Draft under Attachment 2.</p>	All Bidders

Particulars	Requirements	Information furnished by the Bidder	Applicability
	<p>of Section 5 (Annexure).</p> <p>Note: There is no exemption applicable to any Bidder.</p>		
Bid Security	<p>Copy of the “<b>Online Transfer (RTGS/ NEFT)</b>” or “<b>Demand Draft</b>” or “<b>Fixed Deposit Receipt</b>” or “<b>Bank Guarantee</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Bid Security</b>”.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p> <p>Note: There is no exemption applicable to any Bidder.</p>	<p>The UTR no. is [insert], dated [DD MMM YYYY] (in case of an online transfer using RTGS/ NEFT), or The Demand Draft no. is [insert], dated [DD MMM YYYY] (in case of a demand draft), or The Fixed Deposit Receipt no. is [insert], dated [DD MMM YYYY]. (in case of an FDR), or The Bank Guarantee no. is [insert], dated [DD MMM YYYY]. (in case of a Bank Guarantee). The format for the Bank Guarantee is enclosed herewith.</p> <p>We are attaching the copy of the Bid Security submitted in the form of [Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee] under Attachment 3.</p>	All Bidders

Particulars	Requirements	Information furnished by the Bidder	Applicability
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>	We are attaching the copy of the Registration Certificate under Attachment 4.	All bidders
PAN		<p>PAN is [insert PAN]</p> <p>We are attaching the copy of the PAN under Attachment 6.</p>	All Bidders
GST		<p>GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name].</p> <p>We are attaching the copy of the GST under Attachment 7.</p>	All Bidders
Income tax returns		We are attaching the copy of the Income Tax Return for the last three (3) assessment years for AY2022, AY2021 and AY2020. We are attaching the copies of the Income tax returns under Attachment 8.	All Bidders (In case of any exemption is availed, then please share the copy of the exemption issued by a Government Authority to the Bidder)
Quality Assurance (if applicable)	We declare that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 certificate 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]	All Bidders

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**List of attachments:**

Attachment 1

Attachment 2

Attachment 3

Attachment 4

Attachment 5

Attachment 6

Attachment 7

Attachment 8

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

### 5.1.3. Bid Form 3 (Power of Attorney)

#### Power of Attorney (Applicable for all Bidders)

(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 Request for the selection of Solar Power Generators (SPG) for the development of of RTS Projects on government buildings under RESCO model in Odisha 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 PPA.

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.

We are participating as a [Single Bidder] or [Lead Member/ Other Member 1/ Other Member 2 ...] of the Consortium/ JV. In case of a Consortium/ JV, we shall be severally and jointly responsible to comply with all the terms and conditions of the RFP. (*strike-off if not applicable*).

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:

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Accepted by

Signature of the Authorized Signatory

Name:

Designation:

Address:

company:

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

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

WITNESS

Signature:

Name:

Address:

Signature:

Name:

Address:

Notes:

1. The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under the common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by a Board Resolution.
2. The person authorized under this Power of Attorney shall be a person holding the responsible post and designation in the company.
3. The Board Resolution forms a part of the Power of Attorney.
4. In case of a Consortium/ JV, all the members of the Consortium/ JV including the Lead Member and Other Members shall submit their Power of Attorney issued by their respective Companies.

## Board Resolution (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.]

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

Resolved that we, [insert name of the Bidder], do agree to participate in the RFP invited by OREDA vide RFP No. [insert RFP No.] dated [DD MMM YYYY] for the selection of Solar Power Generators (SPG) for the development of of RTS Projects on government buildings under RESCO model in Odisha .

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

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

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

We are participating as a [Single Bidder] or [Lead Member/ Other Member 1/ Other Member 2] of the Consortium/ JV. In case of a Consortium/ JV, we shall be severally and jointly responsible to comply with all the terms and conditions of the RFP. (*strike-off if not applicable*).

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



#### 5.1.4. Bid Form 4 (Financial Qualification)

##### Financial Qualification (Applicable for All Bidders)

(To be submitted on the letterhead of the chartered accountant)

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

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], meets the Financial Qualification Requirement as mentioned in QR Clause 4.3 of Section 4 (Qualification Requirement). The compliance to the Financial Qualification Requirement is 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.

##### Net Worth (as per QR Clause 4.3)

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]
<b>Net Worth*</b>	<b>Lakh INR</b>	<b>[insert]</b>

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

##### Turnover (as per QR Clause 4.3)

Name of Entity being evaluated	Name of Affiliate (s) in case its Financial Strength being used	Financial Year	Turnover (Lakh INR)
		FY 21-22	
		FY 20-21	
		FY 19-20	
<b>Average Turnover (INR Lakh)</b>			<b>[insert]</b>

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

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

Place: [insert place]

[sign here]

Signature

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

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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]

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5.1.5. **Bid Form 5 (Compliance with the MNRE/ BIS technical standards)**

**Compliance with the MNRE/ BIS technical standards (Applicable for all Bidders)**

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 comply with “**Compliance with the MNRE/ BIS technical standards**” for the Equipment as given in Annexure Clause 5.4.

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]

### 5.1.6. Bid Form 6 (Self-certificate)

#### Self-certificate (Applicable for all Bidders)

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

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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### 5.1.7. Bid Form 7 (Undertaking for Indigenousness)

#### Undertaking for Indigenousness (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

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 all the Equipment to be supplied under this Project shall be indigenous and made in India only, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India. The relevant certificates are enclosed herewith.

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]

### 5.1.8. Bid Form 8 (No Deviation Certificate)

#### No Deviation Certificate (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

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, Clarification, PPA, 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 PPA.

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]

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### 5.1.9. Bid Form 9 (Quality Assurance)

#### Quality Assurance (Applicable for all bidders)

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

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

To

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

Note: The documentary evidences shall be submitted as a part of response to the PPA and prior to execution of the PPA, and not at the time of bidding.

### 5.1.10. Bid Form 10 (Technical Qualification)

#### Technical Qualification (Applicable for All 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](mailto: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 of projects for a cumulative quantity as mentioned under the “Our experience” in the last three (5) years from the last date of online submission of the Technical Bid in India as an Solar Power Developer in RESCO Model.

As per QR Clause **Error! Reference source not found.**, our experiences are as follows:

Technical Qualification	Commissioned Projects (kWp/Nos.)	Reference project no.
Solar PV Rooftop System in RESCO Model		

The details pertaining to the reference projects are given below:

Sr. No.	Item Description	Reference project [insert]*
1	Project capacity in kWp/kWh/kVAh/Ltr.	[Project capacity as per joint commissioning certificate/ experience certificate] Wp/kWh/kVAh/Ltr
2	Title of the project with a brief of scope	
3	Actual project cost	40 Cr. INR
4	Name of the client with the full address including the contact no. and email id of the client	Name of the client: Address: Contact no.: Email id:
5	Name of the ultimate user of solar energy	
6	Project arrangement	[On-grid net metering, Off-grid, or other (please specify)]
7	Location of the project and GPS/ Google coordinate	Address of the plant: GPS/ Google coordinate:
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.: 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	[Yes/ No]
11	Details of the Joint Commissioning Certificate	Name of the government authority issuing the Joint Commissioning Certificate: [insert] Target date of commissioning: [DD MMM YYYY] Actual date of commissioning: [DD MMM YYYY]

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



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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]



## 5.2. Bid Forms – Price Bid

### 5.2.1. Bid Form 11 (Covering Letter of Price Bid)

#### Price Bid

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 selection of Solar Power Generators (SPG) for the development of of RTS Projects on government buildings under RESCO model in Odisha

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 such further period as may be mutually agreed upon.

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

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

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

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

We agree with the following:

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

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 Performance Security 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]

### Sample Format

RFP published by: Odisha Renewable Energy Development Agency

Date: [DD MMM YYYY]

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

Particulars	Description				
Name of the Project	Development of of RTS Projects on government buildings under RESCO model in Odisha				
Type of Bidder	[Single or JV/ Consortium]				
Name of the Bidder	[In case of the Bidder is submitting the Bid as a single Bidder, please insert the name of the Bidder Or In case the Bidder is submitting the Bid as a JV/ Consortium Bidder, please insert the name of all Bidders including Lead Member and Other Members]				
<b>Price Bid</b>					
<b>Declaration</b>					
We hereby agree to quote the levelized tariff of in INR/ kWh this Price Bid, which shall be inclusive of all applicable taxes	Select the option  [Yes/ No]				
<b>Details of the Project</b>	Select the name of the Project Group, exactly as per the list given in Annexure Clause 5.6				
	SI. No.	Name of Project Group	Select the option	Project Capacity (In kW)	Quoted LevelisedTariff (INR/ kWh)
	[Pre-filled]	[Pre-filled]	[Yes/ No]	[Capacity in kWp as per Annexure 5.6]	[xx.xx] in INR/ kWh
	...	A1 – Government Medical Colleges & Hospitals	[Yes/ No]	[Capacity in kWp as per Annexure 5.6]	[xx.xx] in INR/ kWh
		B1 – District Headquarter Hospital – North & Central Region	[Yes/ No]	[Capacity in kWp as per Annexure 5.6]	[xx.xx] in INR/ kWh
		B2 – District Headquarter Hospital – West &SouthRegion	[Yes/ No]	[Capacity in kWp as per Annexure 5.6]	[xx.xx] in INR/ kWh

Note:

- Price Bid shall be filled with an MS Excel based document that shall be uploaded on the E-Procurement Website in the Price Bid section.
- The Bidder shall provide information in the yellow-highlighted cells only as shown in the MS Excel based Price Bid.
- In case a Bidder select the option of “No or blank cell” against the Declaration of Price Bid, then such Price Bids shall be liable for rejection and shall not be considered for any further evaluation.
- Kindly note that the Bidder needs to select “Yes” against the line item capturing the details of the Project capturing the Name of the Project, Project Capacity as per the list given in Annexure Clause 5.6, else the Bidder shall be liable for rejection. In case a Bidder select the option of “blank cell” against the name of the project group, then such project group shall not be considered for any further evaluation.

- 
- The Bidder can refer to BDS Clause 2.1.5 and the relevant clauses in the RFP.

## 5.3. Pre-bid Form

### Pre-bid queries

(To be submitted on the letterhead of the Bidder, if available)

Date: [21 Oct 2022]

RFP No.: [insert RFP No.] dated [21 Oct 2022]

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 selection of Solar Power Generators (SPG) for the development of  
of RTS Projects on government buildings under RESCO model in Odisha

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]

## 5.4. Technical standards & specifications

### Technical Parameter of photovoltaic solar module and various other components for use in grid connected solar power plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

#### 1. PV Module Qualification

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules IEC 61215

The PV modules used should be PID (Potential Induced Degradation) resistant and tested for PID as per IEC 62804.

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

The total solar PV array capacity should not be less than allocated capacity and should comprise of solar crystalline / Mono PERC modules of minimum 350 Wp and above wattage. Module capacity less than minimum 350 watts shall not be accepted.

#### 2. Module Mounting Structures

1. Hot dip galvanized MS/ Pre-galvanized/ Anodized Aluminium or superior material (after approval from MNRE) mounting structures may be used for mounting the modules/ panels/ arrays. Each structure should have angle of inclination as per the site conditions to take maximum insulation. However, to accommodate more capacity the angle inclination may be reduced until the Project meets the specified performance ratio requirements.
2. The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a Project is proposed to be installed (for minimum wind speed of **200 km/hour**). STAAD pro report of design calculations to be provided to the OREDA along with the project drawings & details. Suitable fastening arrangement that do not require drilling in rooftops should be adopted to secure the installation against the specific wind speed.
3. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
4. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used, that can withstand the wind speed (for minimum wind speed of **200 km/hour**) of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
5. The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels.
6. Regarding civil structures the SPD need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m<sup>2</sup>.
7. The minimum clearance of the structure from the roof level should be 300 mm.

#### 3. Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

<b>Efficiency Measurements</b>	IEC 61683
<b>Environmental Testing</b>	IEC 60068-2/ IEC 62093
<b>Electromagnetic Compatibility (EMC)</b>	IEC 61000-6-2, IEC 61000-6-4



<b>Electrical Safety</b>	IEC 62103/ 62109-1&2
<b>Protection against Islanding of Grid</b>	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
<b>LVRT Compliance</b>	As per the latest CERC Guidelines/ Order/ Regulations
<b>Grid Connectivity</b>	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.
<b>Rated capacity</b>	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 500 C shall be considered) in kW will be considered as inverter rated capacity.

The PCU/ inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.

The charge controller/ MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.

**Anti-islanding (protecting against islanding of grid):** The PCU/ inverter shall have anti-islanding protection in conformity to IEEE1547/UL 1741/**IEC 621116** or equivalent BIS standard.

Built-in meter and data logger to monitor plant performance through existing BMS workstation shall be provided by Developer.

#### 4. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years)

#### 5. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, ACDB, Surge Protection Devices, lightning arrestors etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

#### 6. Authorized Test Centres

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

#### 7. Warranty

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

#### 8. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 250C)
- vi. Wattage, I<sub>m</sub>, V<sub>m</sub> and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

#### **9. Data Acquisition System / Project Monitoring**

As part of the performance & project monitoring, the following shall be carried out:

- a. The SPG shall maintain the list of Module IDs along with performance characteristic data for each module.
- b. Weather Monitoring: The SPGs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to OREDA online through a real time data monitoring system
- c. The SPGs shall provide access to OREDA or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data for OREDA's data base
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. Generation Monitoring: Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format
- f. The plant data monitoring systems should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/daily/monthly/yearly), daily peak generation, temperature, wind speed etc.) to OREDA

#### **9. Safe Disposal of Solar PV Modules:**

The SPG will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time if the beneficiary refuses to take-over the solar assets post the PPA tenure of 25 years.

## 5.5. Consortium/ JV Agreement

### Consortium/ JV Agreement

(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 Lead Member 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]

Ref. No. [insert LoA no. for intimation on being a Successful Bidder] dated [DD MMM YYYY]

This [Consortium/ JV] Agreement is entered into on this [DD] day of [MMM] month, year [YYYY]

Amongst

[Name of the Lead Member] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 1] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 2] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

...

The above-mentioned First Party, Second Party and Third Party ... are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

The Parties are interested in jointly developing the Project as members of the Consortium/ JV and in accordance with the terms and conditions of the Bidding Documents.

It is a necessary condition under the RFP that the members of the Consortium shall enter into a Consortium/ JV Agreement and furnish a copy thereof as per ITB Clause 1.6.2.

NOW IT IS HEREBY AGREED as follows:

#### 1. Definitions and Interpretations

In this Consortium/ JV Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

#### 2. Consortium/ JV

The Parties do hereby irrevocably constitute a consortium/ JV ("Consortium/ JV") for the purposes of jointly developing the Project.

The Parties hereby submitted their Bids only through this Consortium/ JV and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Group Business Entity.

**3. Covenants**

The Parties hereby undertake that the Bidder being selected as the Successful Bidder shall form a new SPV by the members of the Consortium/ JV mandatorily for developing the Project under The Companies Act, 2013. The Successful Bidder shall submit the registration certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA. Further, the Bidder shall submit the PAN and GST certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described in the Bidding Documents. The First Party shall be the Lead member of the Consortium/ JV and shall have the power of attorney from all the Other Members for conducting all business for and on behalf of the Consortium/ JV for developing the Project;

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bidding Document.

**6. Shareholding in the SPV**

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

Name of the Parties	Role of the Parties	% of subscribed and paid up equity share capital of the Consortium/ JV
[Insert the name of the Lead Member]	Lead Member	
[Insert the name of the Other Member 1]	Other Member 1	
[Insert the name of the Other Member 2]	Other Member 2	
...	...	...

The Parties undertake that the members in the Consortium/ JV shall hold the above % of subscribed and paid up equity share capital of the Consortium/ JV at all times until first one (1) year of operation from COD.

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Consortium/ JV Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium/ JV Agreement;
- b) The execution, delivery and performance by such Party of this Consortium/ JV Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents including the power of attorney and board resolution in favour of the person executing this Consortium/ JV Agreement for the delegation of power and authority to execute this Consortium/ JV Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;

- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Consortium/ JV Agreement;

c) This Consortium/ JV Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

**8. Termination**

This Consortium/ JV Agreement shall be effective from the date hereof and shall continue in full force and effect until first one (1) year of operation from COD.

**9. Miscellaneous**

This Consortium/ JV Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Consortium/ JV Agreement shall not be amended by the Parties without the prior written consent of OREDA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY THE AUTHORIZED SIGNATORY OF THE RESPECTIVE PARTIES

For and on behalf of Lead Member by:	For and on behalf of Other Member 1 by:	For and on behalf of Other Member 2 by:
Name:	Name:	Name:
Designation:	Designation:	Designation:
Company:	Company:	Company:

In the presence of witnesses:

Name: Designation: Company:	Name: Designation: Company:
-----------------------------------	-----------------------------------

**Notes:**

1. The mode of the execution of the Consortium/ JV Agreement shall be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. This shall be supported by the power of attorneys along with the board resolutions issued by the respective Companies in favour of the respective authorized signatories to execute this Consortium/ JV Agreement.

## 5.6. Tentative Details of project sites under RESCO-I program

<b>Project Group</b>	<b>No. of Sites</b>	<b>Project Group Capacity (kW)</b>
A1 – Government Medical Colleges & Hospitals.	7	3176
B1 – District Headquarter Hospital –Central & South Region & Educational insitutions.	17	3026
B2 – District Headquarter Hospital – North & Western Region & Educational insitutions.	17	3511
<b>TOTAL (MW)</b>		<b>9,711 KWs</b>

NB: Gangadhar Meher College, Sambalpur in Western Region of estimated Capacity of 143KW & Fakir Mohan College University, Balasore in Northern Region of Capacity 16KW are added in Package B2 & to be executed in the above RESCO projects.

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## **5.7. PPA**

5.7.1. The copy of the Indicative PPA is enclosed herewith. The format for Performance Security is enclosed in the indicative PPA.

***End of Document***

***End of Document***