

Request for Proposal (RFP) for providing Electric Vehicle Fleet Services on "Own, Operate and Maintain Basis"

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

RFP no.:[1339] dated [01st May 2023]

Contact details:

Odisha Renewable Energy Development Agency (OREDA)

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

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

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Notice Inviting Tender (NIT)

NIT no.:[1339] dated [01st May2023]

Type of bidding: Domestic Competitive Bidding (DCB)

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

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for providing Electric Vehicle Fleet Services on "Own, Operate and Maintain Basis"

The Schedule of Eventsis given below:

SI. No.	Events	Schedule
1.	Date of publication of Request for Proposal (RFP) onE-	[01 st May2023]
	procurement Website and OREDA Website	
2.	Due date and time for receipt of pre-bid queries on the	[10 ^{1H} May 2023], Time: 1:00 PM
	RFP	
3.	Date and time for the pre-bid meeting through online	[15 th May2023], Time: 11:30 AM
	mode only. Meeting invite link on google hangout	
	platform: meet.google.com/mhe-hdim-hbq	
4.	Due date and time for submission of online copies of	[31 st May2023],Time: 5:00 PM
	Technical Bid and Price Bid	
5.	Due date and time for submission of hardcopy of Bid	[02 nd June2023], Time: 1:00 PM
	(for select Bid Forms only)	
6.	Due date and time for the opening of Technical Bid for	[02 nd June2023], Time: 3:00 PM
	both online copies and hardcopies, except Price Bid	
7.	Due date and time for the opening of online Price Bid,	To be intimated later
	applicable only for the Bidders whose Technical Bids	
	shall be responsive	

The RFP providing requisite details about the bidding process shall be made available on theE-procurement Website (www.tenderwizard.com/OREDA) on or before the due date mentioned above. In addition, the RFP shall be provided on the OREDA Website (http://oredaodisha.com/) for viewing purposes only. The Bidders may contact OREDA's official on +91 9111868247 (Asst. Director, Technical) or write to us at the email idceoreda@oredaorissa.com, at any time during the office hours for any additional information.

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

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

Chief Executive, OREDA

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Disclaimer

To whomsoever it may concern, kindly note the following:

- This RFP is meant for the exclusive purpose of bidding against this [NIT No.] dated [DD MMM YYYY] and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
- 2. Though adequate care has been taken for the preparation of this RFP, the Bidder shall satisfy itself that the RFP is complete in all respect. Intimation of any discrepancy shall be given to OREDA immediately. If no intimation is received from any Bidder in their pre-bid queries, it shall be considered that the RFP is complete in all respects and has been accepted by the Bidder.
- 3. OREDA reserves all the right to modify, amend, or supplement this RFPby 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.

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Exhibit

Definitions

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

Definitions and abbreviation	:	Description
AC	:	shall mean Alternating Current
Acceptance	:	shall mean acceptance of the Project and when the Acceptance Certificate is issued to the Successful Bidder and as per the meaning ascribed to it in SOW Clause 3.2.1.3
Acceptance Certificate	:	shall mean formal acceptance of the Project by OREDA by issuing an Acceptance Certificate, as per the meaning ascribed to it in SOW Clause 3.3.1.2
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Affiliate	:	shall mean a company that, directly or indirectly,
AIS	:	shall mean Automotive Industry Standards
AOA	:	shall mean Article of Association
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the RfP documents hereto, the standard set forth in theRfP documents hereto, shall be deemed to be the standards under Applicable Laws
ARAI	:	shall mean Automotive Research Association of India
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
AY	:	shall mean Assessment Year
BDS	:	shall mean Bid Data Sheet
Beneficiary	:	shall mean the end user of EV fleet services which is being facilitated by OREDA through EV Fleet Service Provider
Bid	:	shall have the meaning ascribed to it in ITB Clause1.3.3.1
BIS	:	shall mean Bureau of Indian Standards
Clarification	:	shall mean Commissioning Certificate
Clarification	+:-	shall have the meaning ascribed to it in ITB Clause 1.2.3
Coercive Practice Collusive Practice	+	shall have the meaning ascribed to it in ITB Clause 1.1.2 shall have the meaning ascribed to it in ITB Clause 1.1.2
Corrigendum	-	shall have the meaning ascribed to it in ITB Clause 1.1.2
Corrupt Practice	1:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Day	1:	shall mean the calendar day
DC	1:	shall mean Direct Current
DCB	1:	shall mean Domestic Competitive Bidding
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the date of signing of the Service Agreement

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Definitions and abbreviation	:	Description
E-procurement Service Provider		shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean www.tenderwizard.com/OREDA
Equipment	:	shall have the meaning ascribed to it in SOW Section
EV	:	shall mean Electric Vehicle
EVFSP	:	shall mean the successful bidder selected by the Intermediary through the tendering process for providing End – to – End EV fleet services.
FAME	:	Shall mean "Faster Adoption and Manufacturing of Hybrid and Electric Vehicles"
FDR	:	shall mean Fixed Deposit Receipt
FOR	:	shall mean Freight on Road
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
FY	:	shall mean Financial Year
GOI		shall mean Government of India
Government	:	shall mean Government of India or Government of Odisha, as applicable
GST	:	shall mean Goods and Services Tax
HRS		shall mean hours
ICAT	:	shall mean International Centre for Automotive Technology
IEC	:	shall mean International Electrotechnical Commission
IFSC	:	shall mean Indian Financial System Code
Incoterms	:	Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Intermediary	:	shall mean Odisha Renewable Energy Development Agency (OREDA) which shall sign the Service Agreement with EV Fleet Service Provider
IS	:	shall mean International Standards
ISO	:	shall mean International Organization for Standardization
KSEDC	:	shall mean Karnataka State Electronics Development Corporation
ITB	:	shall mean Instructions to Bidders
kW	:	shall mean kilo-Watt
LOI	• •	shall mean Letter of Intent
MOA	• •	shall mean Memorandum of Association
Month	:	shall mean a calendar month
MSME	:	shall mean Micro, Small & Medium Enterprises
NABL	• •	shall mean National Accreditation Board for Testing and Calibration Laboratories
NIT	:	shall mean Notice Inviting Tender
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OERC	:	shall mean Odisha Electricity Regulatory Commission
OEM	:	shall mean Original Equipment Manufacturer
OREDA	:	shall mean Odisha Renewable Energy Development Agency
OREDA Website	:	shall mean http://oredaodisha.com/
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean <u>ceoreda@oredaorissa.com</u>
PAN	:	shall mean Permanent Account Number
PCU	:	shall mean Power Conditioning Unit
PKI	:	shall mean Public Key Infrastructure
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be
		expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as

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Definitions and abbreviation	:	Description
		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,
0.000		environmental protection, economy and expediency;
QCBS	:	Shall mean Quality cum Cost-Based Selection
QR	:	shall mean Qualification Requirement
Quoted Price	:	shall mean the price quoted by a Bidder in its Price Bid
RPM	:	shall mean Revolutions per minute
SCC	:	shall mean Special Conditions of Contract
SSCD	:	Shall mean Scheduled Service Commencement Date which is sixty (60)
		days from signing of the Service Agreement
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work
Successful Bidder	:	shall mean the Successful Bidder who is shortlisted based on the lowest
		monthly quoted price for each category of the Electric Vehicle
Tax	:	shall mean all taxes and duties pursuant to any Applicable Laws
		(whether currently in force or coming into force on or after the last date
		for submission of online Bid), including, all goods and services tax, tax
		on the sale of goods (which includes but is not limited to customs duty,
		anti-dumping duty, basic customs duty, safeguard duty and import
		duties), duties, but not including income tax, corporation profits tax,
		capital gains tax and other amounts corresponding thereto and interest,
		penalty or any other levy applicable on the income, profits, fringe
		benefits, personal taxes on salaries earned by employees and further
		includes any interest, surcharge, penalty or fine in connection therewith
		which may be payable by either Party on such transaction, property,
		matter mentioned above;
TDS	:	shall mean Tax Deduction at Source
Technical Specification	:	shall have the meaning ascribed to it in Appendix Form 1 under
		Annexure Clause 5.5.1
USB	:	shall mean Universal Serial Bus
UTR	:	shall mean Unique Transaction Reference number
Year	:	shall mean the calendar year

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Interpretation

In the Bidding Document and Service Agreement, 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)providesageneral overview and contents of RFP along with the preparation, submission, opening, evaluation, comparison of Bids,issuance ofLetter of Intent andSigning of Service Agreement, 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 Clarificationwill 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 RFPcontaining all the terms and conditions mentioned herein.
- 1.1.1.2. The RFP along with the NIT, Service Agreements&any Addendum, Corrigendum, and Clarification,to be issued from time to time,shall be collectively termed as the Bidding Document. Such a Bidding Document shall be published on the E-procurement Website. In addition, such a Bidding Document shall also be uploaded on OREDA Website, but for viewing purposes only.
- 1.1.1.3. The name of the SOW including the associated NIT no., RFP no. and other details are specified in Section 2 (BDS).

1.1.2. Integrity Violation

- 1.1.2.1. The Bidder observes the highest standard of ethics all the time.
- 1.1.2.2. OREDA defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another Party;
 - b) "Fraudulent Practice" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a Party to obtain a financial or other benefit or to avoid an obligation:
 - c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any Party or the property of aParty to influence improperly the actions of the otherParty;
 - d) "Collusive Practice" means an arrangement between two or more Parties designed to achieve an improper purpose, including influencing improperly the actions of otherParty;
 - e) "Obstructive Practice" means
 - i. Delib1erately destroying, falsifying, altering, or concealing of evidence material to OREDA's investigation;
 - ii. making false statements to investigators in order to materially impede OREDA's investigation;
 - iii. failing to comply with requests to provide information, documents or records in connection with OREDA's investigation;
 - iv. threatening, harassing, or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - v. materially impeding OREDA's contractual rights of audit or access to information;

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- f) "Integrity Violation" is an act which violates OREDA'spolicies, including (a) to (e) given above in the ITB Clause 1.1.2.2and the following abuse, conflict of interest, retaliation against whistleblowers or witnesses, and other violations of OREDA'spolicies, 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 andObstructive Practice;
- 1.1.2.4. OREDA will impose remedial actions on any Bidder or an individual, at any time, in accordance with itspoliciesand 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 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 theRFPmay contact OREDA's official on +91 9111868247 (Asst. Director, Technical)or writeto OREDA's Official Email Id on ceoreda@oredaorissa.com,prior to the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The gueries shall be raised as per the format provided in Annexure Clause5.4.
- 1.2.2.2. The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's representative may attend the pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. OREDA may respond to any query for providing Clarification in writing, provided that such queriesare 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 RFPshall be made by OREDA exclusively through the issue of an Addendum.

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

1.2.3. Addendum, Corrigendum, and Clarification to the RFP

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

1.3. Preparation of Bids

1.3.1. Cost for preparation of Bid

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

1.3.2. Language of Bid

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

1.3.3. Documents comprising the Bid

- 1.3.3.1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause1.3.3.3 respectively, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copiesof the Bid shall be submitted pursuant to ITB Clause 1.3.3.4 at OREDA's Office Address.
- 1.3.3.2. The online submission of the Technical Bid shall comprise the following:

Bid Form	Particulars
Bid Form 1	Copy of the "Covering Letter of Technical Bid" duly signed by the
(Covering Letter of Technical Bid)	, , , , , , , , , , , , , , , , , , , ,
	This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 1 of Section 7

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Bid Form	Particulars
	(Annexure).
Bid Form 2 (Summary of the Technical Bid)	Copy of the "Summary of the Technical Bid" duly signed by the Authorized Signatory and stamped by the Bidder along with the required attachments as given therein.
	This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).
Bid Form 3 (Power of Attorney)	Copy of the " Power of Attorney " issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.
	This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).
Bid Form 4 (Technical Qualification)	Copy of the " Technical Qualification " certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder's technical qualification as given in QR Clause4.3.
	This is a mandatory submission for the Bidder participating as aEV fleet service provider only and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).
Bid Form 5 (Financial Qualification)	Copy of the "Financial Qualification" certificate duly signed and stamped by a chartered accountant citing the Bidder's financial qualification as given in QR Clause 4.4.
	This is a mandatory submission for the Bidder participating as aEV fleet service provider only and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).
Bid Form 6 (Test Certificates)	Copy of the declaration for the " Test Certificate " for the Equipment as mentioned in Appendix 5.5.4.
	This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).
Bid Form 7 (Self-certificate)	Copy of the declaration of the "Self-certificate" duly signed by the Authorized Signatory and stamped by the Bidder and notarized by the appropriate authority to declare that it has not been debarred/blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein as given in QR Clause 4.1.3.
	This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).
Bid Form 8 (No Deviation Certificate)	Copy of the " No Deviation Certificate " duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document.
	This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).

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

Bid Form	Particulars
	Copy of the "Covering Letter of Price Bid" duly signed by the
(Covering Letter of Price Bid)	Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document.

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

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

Bid Form	Particulars
Bid Form 2 (Cost	Cost of Bid:
of Bid)	Original of the " Demand Draft " for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards " Cost of Bid " issued in favor of Chief Executive, OREDA payable at Bhubaneswar, Odisha.
	This shall be a non-refundable fee.
	This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).
Bid Form 2	Bid Security:
(Bid Security)	Original of the "Demand Draft" or "Fixed Deposit Receipt" or "Bank Guarantee" for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards "Bid Security".
	In case of a Demand Draft, it shall be issued in favor of Chief Executive, OREDA payable at Bhubaneswar, Odisha.
	In case of a Fixed Deposit Receipt, it shall be pledged in favor 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 favor 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.
	In case of a Bank Guarantee, it shall be issued in favor of Chief Executive, OREDA payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).
	This shall be payable by all the Bidders.
	This shall be a refundable fee, subject to the provisions as mentioned in ITB Clause 1.3.7.
	In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.
	This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).

1.3.3.5. For online submission of the Technical Bid and Price Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column "Bid Form" given in ITB Clause 1.3.3.2 and ITB Clause1.3.3.3.For example, the name of the online copy while uploading Form 1 shall be "Bid Form 1 (Covering Letter of Technical Bid)" to be submitted either in .pdf or .jpg or .jpeg format.

- 1.3.3.6. The Bid Forms must be submitted without any alterations to the text, and no substitutes shall be accepted in whatsoever condition, else the Bids shall be liable for rejection.
- 1.3.3.7. In case a submission is a mandatory submission as per all terms of the Bidding Document then the Bidder shall adhere to the same, else the Bids shall be liable for rejection.

1.3.4. Bid Prices

- 1.3.4.1. The Bidder shall quote monthly rental price for providing EV Fleet Services for small or hatchback, sedan and SUV category Electric Cars
- 1.3.4.2. The Bidder shall fill in the Price Bid in line with the instructions mentioned in the Price Bid format as given under Bid Form 11 and Bid Form 12.
- 1.3.4.3. The Bid price means the prices of various items payable under the Contract for the full and proper performance of its contractual obligations.

1.3.5. Currencies of Bid and Payment

1.3.5.1. The Price Bidshall be quoted by the Bidderin the Indian currency, "Indian Rupees" or "INR".

1.3.6. Period of Validity of Bids

- 1.3.6.1. Bids shall remain valid for the time period as specified in Section 2 (BDS) after the last date of Bid submission as prescribed in the NIT or its subsequent Corrigendum. A Bid valid for a shorter period than the above shall be liable for rejection by OREDA.
- 1.3.6.2. In exceptional circumstances, prior to the expiration of the Bid validity period, OREDA may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 1.3.7, it shall also be extended suitably beyond the deadline of the extended validity period on a mutual basis beyond the initial validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

1.3.7. Bid Security

- 1.3.7.1. The Bidder shall furnish Bid Security as per the Bid Form 2pursuant toITB Clause 1.3.3.2.
- 1.3.7.2. Any Bid not accompanied by a fully compliant Bid Security in case one is required in accordance with ITB Clause1.3.7.1, shall be liable for rejection by OREDA as non-responsive Bid.
- 1.3.7.3. If a Bid Security is submitted pursuant to ITB Clause 1.3.7.1, the Bid Security of unsuccessful Bidders may be returned within a time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.
- 1.3.7.4. If a Bid Security is submitted pursuant to ITB Clause 1.3.7.1, the Bid Security of the Successful Bidder may be returned within a time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.
- 1.3.7.5. The Bid Security received against the previous RFPs shall not be adjusted towards the Bid Security to be submitted against this RFP.
- 1.3.7.6. The Bid Security shall be forfeited,
 - a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
 - b) if the Bidders quoting L1 price fails to accept the offer. Additionally, the Additional Performance shall be forfeited in such cases.
 - c) if the Successful Bidder fails to
 - i. sign the Service Agreement for providing EV Fleet Servicespursuant toITB Clause1.6;
 - ii. furnish the Performance Security pursuant to ITB Clause 1.6.3; or
 - iii. accept the arithmetical correction of its Price Bid pursuant to ITB Clause1.5.7;

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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 of Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB Clause 1.4.1.1, unless a specific instruction provided therein in the RFP Document.
- 1.3.8.2. The original documents of the Bid shall be typed or written in indelible ink and shall be signed by the Authorized Signatory supported by the seal of the Bidder. In case the original documents are issued by any third party (for example the chartered accountant, etc.) then the same shall be signed by a person duly authorized to sign on behalf of the third party supported by the seal of the third party along with other details as required.
- 1.3.8.3. The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.
- 1.3.8.4. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

1.4. Submission and Opening of Bids

1.4.1. Sealing and Marking of Bids

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

1.4.2. Deadline for submission of Bids

- 1.4.2.1. The Bids must be submittedtoOREDAthrough E-procurement Websiteonly 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 Clause1.2.3.2, 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 alate Bid. Such late Bids shall be liable for rejectiononline,and the onlinecopy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hardcopies in the original form shall be returned unopened to the Bidder.

1.4.4. Withdrawal, Substitution, and Modification of Bids

- 1.4.4.1. A Bidder may withdraw, substitute, or modify its Technical Bid or Price Bid after it has been submitted as per the procedure mentioned in the E-procurement Website and as per the instructions mentioned in ITB Clause 1.4.1.1.
- 1.4.4.2. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of Bid validity period specified by the Bidder on the Covering Letters of Technical Bid and Price Bid or any extension thereof as per the terms of Bidding Document.
- 1.4.4.3. Bidder may modify or withdraw their Bids through the relevant provisions on the Eprocurement 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.

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1.4.4.5. In the case of original hard copies of the Bidder, such Bids will be considered based on the latest submission made by the Bidder. In such a case, any previous original hard copies shall be returned unopened to the Bidder.

1.4.5. Acceptance/ rejection of the Bids

- 1.4.5.1. The Bids submitted by the Bidders shall be liable for rejection in case
 - a) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online submission of Technical Bid pursuant to ITB Clause 1.3.3.2.
 - b) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant toITB Clause1.3.3.3.
 - c) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under hardcopy submission of Bid pursuant to ITB Clause 1.3.3.4
 - d) Late Bids received as per ITB Clause 1.4.3.
 - e) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
 - f) The Bids are found non-responsive pursuant to all the relevant clauses in the Bidding Document.

1.4.6. Bid Opening

1.4.6.1. Technical Bid (Online and hardcopies)

- a) Online Technical Bid:
 - i. OREDA shall open the online Technical Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.

b) Hardcopies of Technical Bid:

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

1.4.6.2. **Price Bid (online)**:

- a) OREDA shall open the Price Bids of all the Bidders who are responsive in their Technical Bids after the evaluation by OREDA pursuant to ITB Clause1.5.
- b) The Price Bids shall be opened online after the complete evaluation of the Technical Bids by OREDA. OREDA shall open the online Price Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.

1.5. Evaluation and Comparison of Bids

1.5.1. Confidentiality

1.5.1.1. Information relating to the examination, evaluation, comparison, and postqualification of Bids and recommendation for the singing of the Service Agreement, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the signing of the Service Agreement is communicated to all Bidders, unless it is specifically required by OREDA to do such disclosure as per the specific requirements.

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- 1.5.1.2. Any attempt by a Bidder to influence OREDA's decision in the evaluation of the Bids or signing of Service Agreement for providing EV Fleet servicesmay result in the rejection of its Bid
- 1.5.1.3. Notwithstanding ITB Clause1.5.1.2, from the time of Bid opening to the time of signing of Service Agreement for providing EV Fleet services, 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 Quoted Price in the Price Bid shall besought, offered, or permitted. OREDA reserves all the rights to evaluate any such response received from the Bidder based on the clarification to be sought.
- 1.5.2.2. If a Bidder does not provide clarification of its Bid by the date and time set in OREDA's request for clarification, such Bid shall be liable for rejection.

1.5.3. Examination of Technical Bids

- 1.5.3.1. OREDA shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission and ITB Clause 1.3.3.4for hardcopy submission have been provided norder 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 Bidshall be liable for rejection.

1.5.4. Responsiveness of Technical Bid

- 1.5.4.1. OREDA's determination of a Technical Bid's responsiveness shall be strictly based on the contents of the Technical Bid, as mentioned in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4.
- 1.5.4.2. If a Bid is not responsive to the requirements of the RFP, it shall be liable for rejection by OREDA and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

1.5.5. Qualification of the Bidder

- 1.5.5.1. OREDA shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying requirements specified in Section 4 (QR).
- 1.5.5.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 1.3.3.
- 1.5.5.3. An affirmative determination shall be a pre-requisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in the disqualification of the Bid.

1.5.6. 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.
- 1.5.6.2. The Price Bids will be evaluated based on the Bidders' quoted monthly rental for small or hatchback, sedan and SUV category Electric Cars. OREDA shall check the Price Bids' completeness as per the RFP instructions and the Price Bid specifically.
- 1.5.6.3. OREDA shall compare all responsive Bids to determine the lowest evaluated Bid Price, in accordance with ITB Clause1.5.6.2
- 1.5.6.4. After evaluation of Price Bids by OREDA, a list of the Bidders will be prepared ranking them based on the quoted monthly rental for small or hatchback, sedan and SUV category Electric Carsin ascending order (L1, L2, L3...).

1.5.7. Correction of Arithmetical Errors

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

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- a) If there is a discrepancy between the unit price and the QuotedPrice that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the Quoted Price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.
- 1.5.7.2. If the Bidder that submitted the lowest Price Bid(L1)does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

1.5.8. Selection of Successful Bidders and allocation of capacity

- 1.5.8.1. OREDAhas provisioned for allocation of 300 Electric Carsin total comprising of small or hatchback, sedan and SUV category Electric Cars with breakup as provided in Annexure 5.7. The total electric vehicle requirement may be increased or decreased by 25%
- 1.5.8.2. OREDA may request for providing the Electric Cars in a phased manner which shall be intimated in the LoI.

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

1.5.9.1. 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 Service Agreement, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hard copies in the original form shall be returned unopened to the Bidder.

1.6. Signing of Service Agreement for providing EV Fleet Services

1.6.1. Award Criteria

- 1.6.1.1. The various categories of the Bidders considered in this Bidding Document are mentioned in Section 2 (BDS).
- 1.6.1.2. The Successful Bidders shall be selected as per the procedures mentioned in Section 2 (BDS).

1.6.2. Issue of Letter of Intent (LoI)

- 1.6.2.1. Prior to the expiry of the period of Bid validity, OREDA shall notify the Successful Bidder, in writing, that its Bid has been accepted. At the same time, OREDA may also notify all other Bidders of the results of the bidding. In addition, OREDA may publish the results on the OREDA Website and E-procurement Website.
- 1.6.2.2. OREDA shall issue a Letter of Intent, as per LOI Form 1 under Section 5 (Annexure), to the Successful Bidder whose Price Bid (L1) has been determined to be the lowest as per Clause 1.6.1.2and is responsive to the Bidding Document, provided further that the Bidder is determined to be qualified for the issuance of Letter of Intent satisfactorily.
- 1.6.2.3. Upon receiving the Letter of Intent, the Successful Bidder shall fulfill all other requirements given under the Letter of Intent and submit the below mentioned critical documents within a maximum time period of fifteen (15) Days from the date of issue of Letter of Intent and provide its acceptance, without fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

SI. No	Critical documents
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to OREDA
2.	Submission of Performance Security as per ITB Clause 1.6.3
3.	Submission of a ServiceCommencementSchedule in line with the Project
	Timelines mentioned in the SOW Clause3.4for the supply of EVs and

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SI. No	Critical documents
	installation of Charging stations.
4.	Valid Test Certificates along with datasheets of all the equipment used, as
	per Bid Form 6 of Section 5 (Annexure).
5.	Contact information of OEMs, Toll free numbers of service centers

1.6.3. Performance Security

- 1.6.3.1. Within fifteen (15)Days from the receipt of Letter of Intent (LOI) from OREDA as per ITB Clause 1.6.2, the Successful Bidder shall furnish the Performance Securityas per LOI Form 2 under Section 5 (Annexure).
- 1.6.3.2. The Performance Security shall be denominated in Indian Rupees only.
- 1.6.3.3. The Performance Security shall be submitted as per the details given in Section 2 (BDS). The Performance Security shall be submitted only in the form of a Bank Guarantee and the Bank Guarantee shall be issued in favor of Chief Executive, OREDA payable at Bhubaneswar, Odisha for an amount, expiry date and claim date as mentioned in Section 2 (BDS).

1.6.4. Signing of Service Agreement

- 1.6.4.1. Failure of the Successful Bidder to complete all the formalities mentioned in the Letter of Intent pursuant to ITB Clause 1.6.2 shall constitute sufficient grounds for the annulment of the Letter of Intent and forfeiture of the Bid Security.
- 1.6.4.2. In that event, OREDA may issue the Letter of Intent to the next lowest evaluated price bid (L2, L3, and so on in sequence) at the same lowest evaluated price (L1) quoted by the first Successful Bidder. In all cases, the Bid of the Successful Bidder shall be responsive and is found to be satisfactory by OREDA to be qualified to complete the formalities satisfactorily. In case any of the Bidder L2, L3, and so on in sequence does not accept to match the L1 price or accept the Letter of Intent, then OREDA shall have the right to select the a Bidder on mutually agreed price or annul the bidding process, at its own discretion.
- 1.6.4.3. Upon completion of all the formalities mentioned in the Letter of Intent within the stipulated timeline by the Bidder, OREDA shall sign the Service Agreement Order with the Successful Bidder for providing EV fleet services.

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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	ITB Clause	Detailed Clause			
reference	reference				
2.1.1.	ITB Clause 1.1.1.3	Name of the Project: Electric VehicleFleet services on "Own, Operate and Maintain Basis"			
		NIT no.: [1339] dated [01 st May2023] RFP no.: [1339.] dated [01 st May2023]			
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online pre-bid meeting.			
2.1.3.	ITB Clause 1.3.3.4	Particulars	Bid Security (INR)	Cost of Bid (INR)	Bid Processing Fee (INR)
		Amount	60,00,000	10,500 + GST	5,000 + GST
		Mode of Submission	1. Demand Draft, or 2. Online transf er (RTGS/ NEFT)or 3. Bank Guar	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
		Bid Security, a The Bid Proce at "Bengaluru" In case of the expiry date, ar Expiry da date of sub	ssing Fee shall be resising Fee shall be and the submitted and the submitted claim date are a submitted on the submitted of t	and eighty (180)Days from	whatsoever. Limited" payable k Guarantee, the
2.1.4.	ITB Clause 1.3.6.1	Bid validity period : One hundred and eighty (180) Daysfrom the last date of Bid submission.			
2.1.5.	ITB Clause1.4.1.1	 The Bidde For partic Signature The Bidde id on the Me" to fill in 	r shall submit one r submission of E ipating in the Bi Certificate (DSC) o rs are advised to r E-procurement We n the online registr	d, it is mandatory to proof class-III only. egister their user id, passwoebsite by clicking on the hyration form.	ocure the Digital ord, and company operlink "Register
		M/s. KSE	EDC Limited (K	e required to pay a registrati arnataka State Electronic Bengaluru on the E-proci	s Development

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BDS Clause reference	ITB Clause reference	Detailed Clause	
		through e-payment mode only as per the instruction given therein.	
		 As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided. 	
		 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: 	
		 Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed. 	
		- Click/ Double Click to open the Microsoft Internet Explorer	
		 Go to Start > Programs > Internet Explorer. Type the E-procurement Website address "www.tenderwizard.com/OREDA" in the address bar of Internet Explorer to access the Login Screen. 	
		- Enter user id and password, click on "Go".	
		 Click on "Click here to login" to select the DSC and enter the DSC Password. Re-enter the user id and password. 	
		- Click "Un Applied" to view/ apply for a new RFP.	
		 Click on the "Request" icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. 	
		 Click on the "Show Form" icon. 	
		 Bidding Document will appear on the screen. 	
		 Click "Click here to download" to download the Bidding Document. 	
		 All the softcopies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or.jpg or .jpeg format. 	
		 Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not. 	
		 The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids. 	
		 The hardcopies shall be submitted in OREDA's Office Address as per the timelines mentioned in NIT or any Corrigendum. 	
		• Please note down or take a print of the bid control number once it is displayed on the screen.	
		Bid opening events can be viewed online.	
		The Bids submitted by one Bidder can be viewed by other Bidders.	
2.1.6.	ITB Clause 1.6.1.1	 Any Bidder who meets the Qualification Requirement as per Section 4 (QR) can participate under the RFP. 	
2.1.7.	ITB Clause	Allocation of Projects:	
	1.6.1.2	Following allocation process shall be adopted for allocation of quantumin this RFP:	
		The Bidder quoting the lowest monthly rental price for small or hatchback,	

BDS Clause reference	ITB Clause reference	Detailed Clause		
		sedan and SUV category Electric Cars (L1) will beallottedhundred percent (100%) of thequantum available forsmall or hatchback, sedan and SUV category Electric Cars of the EV.		
		 L1 bidder will be identified for small or hatchback, sedan and SUV category Electric Cars separately based on the quoted monthly rental price. 		
		 In case two or more Bidders quote the same lowest monthly rental price for small or hatchback, sedan and SUV category Electric Cars (L1), thenthe allocation shall be based on the Average Annual turnover of the bidder. Bidder with highest Average Annual turnover shall be allotted hundred percent (100%) of the total quantum. 		
		• In case the Average Annual turnover of the bidders quoting the same lowest monthly rental price for small or hatchback, sedan and SUV category Electric Cars (L1) is same, then the quantum of allocation shall be based on the Net Worth of the bidder. Bidder with highest Net Worth shall be allotted hundred percent (100%) of the total quantum. In case the Net Worth is also the same then OREDA shall at it's discretion may choose to go with selection of the bidder based on the lots in the presence of such Bidders.		
		 In all cases, the Bid of the Successful Bidder shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. 		
		OREDA shall issue the Letter of Intent to Successful Bidder based on finalized quantum of EVs.		
		Note: OREDA reserve the right to negotiate with the L1 Bidder on the monthly lease rental price of the Bid. The allotment of quantum of EVs shall be at the discretion of OREDA		
2.1.8.	ITB Clause	only. Performance Security:		
2	1.6.3.3	The Performance Security shall be submitted for an aggregate amount equivalent to six months of monthly lease rental price in six (6)parts for the allocated quantum of electric vehicles, as given below:		
		BG no. Amount Expiry date Claim date		
		BG 1 Equivalent to monthly contract term Equivalent to monthly contract term I welve (12) Months from the date of expiry		
		BG 2 Equivalent to monthly contract term Equivalent to monthly contract term Twelve (12) Months from the date of expiry		
		BG 3 Equivalent to monthly contract term Equivalent to monthly contract term Twelve (12) Months from the date of expiry		
		BG 4 Equivalent to Until the expiry of the monthly contract term from the date of expiry		
		BG 5 Equivalent to monthly contract term Equivalent to monthly contract term Twelve (12) Months from the date of expiry		
		BG 6 Equivalent to Until the expiry of the monthly contract term from the date of expiry		
		Example:		

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BDS Clause reference	ITB Clause reference	Detailed Clause					
		Vehicle	Monthly Rental	No. of Vehicles	Performance Guarantee	Each BG (6 BG's in Total)	
		A	1000	5	30,000 (5*1000*6)	5,000	-
		В	2000	5	60,000 (5*2000*6)	10,000	
		amount IN 5,000 eac guarantee guarantee: OREDA w Bidder fai Commenc The bank returned w BG. The bank s	Successful Bidder for vehicle A shall submit performance guarantee for an amount INR 30,000 which should be split into six bank guarantees of INR 5,000 each and Successful Bidder for vehicle B shall submit performance guarantee for an amount INR 60,000 which should be split into six bank guarantees of INR 10,000 each. OREDA will have the right to encash the bank guarantee, if the Successful Bidder fails to commence the services as per the Scheduled Service Commencement Date (SSCD) milestone. 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				of INR mance to bank cessful Service hay be of the

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3. Scope of Work (SOW)

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

3.1. About the Services

3.1.1. Introduction

- 3.1.1.1. Climate change has become a global concern over the last few decades. Reduction in usage of fossil fuel and transition to new and renewable sources of energy has become the need of the hour. The transportation sector accounts for nearly one-quarter of global greenhouse gas (GHG) emission. The transition to electric mobility is a promising global strategy for decarbonizing the transport sector. EV30@30 campaign targets to have at least 30% new vehicle sales be electric by 2030. And India is among the 13 member countries that support the campaign.
- 3.1.1.2. Government of India has adopted a National Electric Mobility Plan and has requested all the States and UTs to frame their own EV policy.
- 3.1.1.3. Government of Odisha came up with the state EV Policy with the primary aim to accelerate the pace of adoption of electric vehicles (EV) in all the vehicle segments, especially, in the category of LMVs. Odisha government aims to achieve adoption of 20% Battery Electric Vehicles in all new vehicle registrations by 2025. A robust and accessible network of electric vehicle (EV) charging infrastructure is an essential pre-requisite to achieving this ambitious transition.
- 3.1.1.4. This Scope of Work shall be for the purpose of selection of OEM/ EV Fleet Service Provider (EVFSP) for operation & maintenance, management of Electric Vehicles and charging stations on "Own,Operate and Maintain Basis" and shall be called the "Project".
- 3.1.1.5. The selected EV Fleet Service Provider shall provide the Electric Car for a monthly travel distance of 2000 Km / Vehicle for small / hatchback and sedan models and 2500Km/ Vehicle for SUV models. The cost of charging for this distance is to be included in the monthly rental price to be quoted by the Bidders. Any additional distance in Km travelled by the Electric vehicle over and above theabove limits will be reimbursed by OREDA based on following formula:

Charges for Additionaldistance in Km	Energy consumed for the additional distance
travelled by the Electric Vehicle over and	over the monthly limit (in kWh) x Prevailing
above the limits (in Km)	EV charging tariff / input cost of electricity as
. ,	per OERC (INR/kWh)

3.1.2. Objectives

The objectives of undertaking theseServices are to:

- 3.1.2.1. Reduce conventional energy (diesel and petrol etc.) consumption of state govt. depts.
- 3.1.2.2. Reduce carbon footprint of Odishaa frontrunner state in adoption of EVs
- 3.1.2.3. Generate local employment through operation of EVs

3.2. Roles and Responsibilities

- 3.2.1. Roles and Responsibilities of the Successful Bidder in providing EV Fleet Services
 - 3.2.1.1. Supply, Operation& Maintenance of Electric Vehicles and setting up of Charging stations
 - a) The bidder shall provide new Electric Cars for the official use of beneficiaryalong with its periodic maintenance.

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- b) The vehicles hired shall be in good condition and in any case the vehicles shall not be older than 1 years
- c) The bidder shall ensure that vehicle deployed shall arrive at designated location on time. In an event of delay in arrival beyond 15 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider
- d) The bidder shall provide a customer service number for receiving any complaints, suggestions, etc.
- e) The bidder shall ensure that the vehicles are kept in optimum running condition and avoid accidents attributable to lack of maintenance and upkeep
- f) Shall ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
- g) The hired vehicles cannot be used for any Private/commercial purpose beyond office hours or during holidays
- h) The roadside assistance for 12 hours a day including 9 hours of normal duty and 6 days a week shall be provided. Services shall include car towing service, ditch extraction service, jump-starting dead batteries, lockout services (In case of key loss/ key breakage/locking of ignition key inside the car), and replacement of flat tires.
- i) The bidder shall be responsible for repair, operation and maintenance activities of the Electric Cars and would arrange for a relief vehicle in case of any non-service or delay in service caused due to scheduled maintenance.
- j) In the event of break-down, servicing & repairs of the assigned vehicle the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract
- k) The bidder shall establish and maintain an appropriate organizational structure to enable seamless management of the fleet.
- I) The bidder shall supply and install chargers in the beneficiary locations or vicinity of the beneficiary locations as per requirement
- m) The Required EV Charging Infrastructure for fast Charging, Type-II & above for AC & DC Charging chargers of CHAdeMO / CCS as may be required by respective beneficiaries (Clients) shall be provided including SCADA System, Mobile app for operation and providing services of Charging Infrastructure and source of energy supply. Cost of charging of EV shall be borne by the bidder up to 2000 Km / Vehicle / Month for small & sedan category vehicles and 2500 Km / Vehicle / Month for SUV category vehicles.
- n) Electricity charges to be paid to DISCOMs for charging of the Electric Cars are to be borne by the EV fleet service provider / OEM / bidder.Anything beyond the limit of 2000 Km / Vehicle / Month for small & sedan category vehicles and 2500 Km / Vehicle / Month for SUV category vehicles will be reimbursed by OREDAin the form of variable charges.
- o) The bidder shall only provide vehicles which have the comprehensive insurance.
- p) The bidder shall procure the vehicles, arrange the drivers, undertake maintenance activities, Vehicles Charging, etc. at its own cost, as per conditions mentioned above. All the taxes / GST etc. as applicable shall be borne by the bidder.
- q) The bidder shall Procure all the materials, consumables, spares etc. required for carrying out maintenance of Electric vehicles, driver's payment etc. at its own cost.
- r) The Electric Cars shall be covered under a comprehensive Insurance package including zero depreciation during the entire contact period. The bidder shall bear the cost of insurance of vehicle, charging station and other associated equipment needed to provide end to end EV fleet service to the beneficiary entities.

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- s) The vehicles would be provided along with comprehensive free Annual maintenance contract for the period of five (5) years. The Electric Cars should carry a warranty of 5 years against any manufacturing defect. The car batteries too should carry a free replacement warranty up till 5 years or 1,00,000 kms whichever is earlier. The battery will be replaced only if the battery capacity reduces below 75% of its capacity.
- t) Shall update the log book at least once in every 72 hours. Failure to do so shall be penalized as per this contract. At the time of termination of contract, the service provider shall hand over the log book.
- u) Shall provide the detailed efficiency study/reports every year.

3.2.1.2. Provision of Drivers

- The bidder shall also provide a driver for each Electric Car supplied or engage the existing driver by providing necessary training.
- b) Drivers that possess a valid commercial driving license shall be deployed by the bidder.
- c) Police verifications for deployed driver shall be ensured by the bidder
- d) The driver of the vehicle deployed for duties shall maintain polite & courteous behavior towards beneficiaries and guests. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services
 - i. Denial of duty during contract period, or during hours as noticed by beneficiary;
 - ii. Use of abusive language;
- e) The driver must be well trained and efficient. The driver shall be instructed to behave with the clients very politely andin no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event OREDA shall have full rights to terminate the contract with immediate effect.
- f) Drivers shall be properly dressed in a uniform. The Service Provider shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.
- g) Driver and vehicle should not be changed frequently. If in most unavoidable circumstances a change of driver/vehicle is required, the concerned user should be informed at least one day before the day of such changes.
- h) Shall ensure that all drivers have working mobile phone connectionand contact number be provided to the beneficiary so that they can be contacted whenever required. Any changes in the contact number during the tenure of the contract will be immediately notified the beneficiary of the above change.
- i) Shall ensure availability of adequate number of vehicles and drivers in a manner that issues relating to leave/rest of drivers are addressed as per statutory rules/regulations.
- j) Shall provide standby vehicle during the periodical maintenance of the vehicle

3.2.1.3. Acceptance

- a) Upon completion of inspection and performancebeing satisfactory, a committee constituted by OREDA shall issue the Acceptance Certificate to the Successful Bidder as per the format given in SOW Clause 3.3.1.2.
- b) Upon Acceptance of the EVs and Charging stations, the Comprehensive Maintenance of the Electric Cars and charging stations shall begin as per SOW Clause3.3.1.3.

3.2.1.4. Comprehensive maintenance

a) The Successful Bidder shall be required to undertake Scheduled Maintenance, Corrective Maintenance, and Breakdown Maintenance of the EVs and Charging Stations during the contractPeriod.

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- b) The Successful Biddershall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the beneficiary requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
- c) The Successful Bidder shall adhere to all maintenance procedures as required by OREDA from time to time, without any protest or hesitation.
- d) shall ensure that all electrical connections including lights (both brake and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the beneficiary.
- e) The Successful Bidder shall also undertake Corrective Maintenance and Breakdown Maintenance as and when required upon receipt of service request from OREDA or the beneficiary. Such service request shall be resolved and made functional within a maximum period of seven (7) Days from the date of such service request raised, failing which might restrict the Successful Bidder in participating in the future opportunities of OREDA, subject to the final decision at the discretion of OREDA only.
- f) The Successful Bidder is required to train the Drivers for day-to-day maintenance requirements and upkeep of the Electric Cars.
- g) The Successful Bidder shall establish local offices in the cities of Bhubaneshwar, Cuttack and Puri so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the contractPeriod.

3.2.1.5. Statutory Rules compliance & Taxes

EV Fleet Service Provider shall ensure to comply all the statutory rules, regulations and taxes including and at all times during the contract period shall ensure the following:

- a) shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the beneficiary requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle
- shall be solely responsible for any claims by any third party and/or employees of beneficiary traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise
- c) The beneficiary will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which beneficiary would not be held liable/responsible in any manner whatsoever. Onus of compliance of all the applicable Laws/ Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and beneficiary will not be liable in any manner.
- d) shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Fleet Service Provider shall not be deemed to be employees of the beneficiary and hence the compliance of the applicable acts laws will be the sole responsibility of the Fleet Service Provider.
- e) shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him
- f) During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charges.

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g) The vehicles deployed for duty for the beneficiary shall at no point of time carry any person other than personnel authorized by bneficiary.

3.2.1.6. Invoice, Registration and Nodal Officer:

- a) Shall raise an invoice in the first week of every month for the preceding month
- b) All the cost and steps associated with the registration and de-registration of Electric Cars with the regional transport authority including Motor Vehicle Tax would be borne by the Fleet service provider.
- c) Fleet service provider would assign one nodal officer for the client to manage client queries & urgencies and should through e-mail inform name and contact details of the nodal officer to the Intermediary and the Beneficiary.

3.2.2. Roles and Responsibilities of beneficiary in availing the Fleet Services:

- All the taxes like Toll Tax, Octroi, Parking, GST, etc. as applicable shall be borne by the respective bneiciary.
- b) The Respective beneficiary will provide secured free parking space and charging space for the EVs in/around their office premises.
- c) Logbooks shall be maintained with kilometer reading recorded on a daily basis and verified by an authorized officer from the beneficiary
- d) The beneficiary shall apply for a separate electric utility connection from DISCOMs for supplying power to the charging station. And the EV fleet service provider / OEM shall be responsible for paying back the cost of connection and monthly charges to Beneficiary based on the invoices / bills raised by the DISCOMs to the respective beneficiary.
- e) The beneficiary shall appoint a Nodal Officer, who shall be the single point of contact and shall be responsible for all coordination activities on behalf of the beneficiary.
- f) Shall make necessary payments to as per the rates determined in a timely manner subject to any deductions such as penalties, statutory deduction etc.

3.3. Technical details of Project

3.3.1. Technical details of Project

- 3.3.1.1. **Technical Specifications**: The Technical Specification of all Equipment are provided in Annexure 5.5.1.
- 3.3.1.2. Acceptance Certificate: The format of the Acceptance Certificate is provided in Annexure 5.5.2.
- 3.3.1.3. **Scheduled Maintenance**: The detailed procedure and checklist for performing Scheduled Maintenance are provided in Annexure 5.5.3.
- 3.3.1.4. Test Certificates: The required test certificates are provided in Annexure 5.5.4.

3.4. Service Timelines

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

Activities	Service Timelines
Issue of Letter of Intent by OREDA	T0
Acceptance of Letter of Intent by the Successful Bidder	T1 = T0 + fifteen (15) Days
Signing of Service Agreement	T2 = T1 + seven (7) Days
Scheduled Service Commencement Date (SCCD)	T3 = T2 + sixty (60) Days
CMC start date	T4 = T3
CMC end date	T5 = T4 + 5 Years

T0: start date

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4. Qualification Requirement (QR)

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

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

4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	The Bidder must be a	The Bidder must submit a copy of the
	.	relevant documents issued by an
	4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or	appropriate Government authority in India.
	4.1.1.2. partnership firm registered under The	mula.
	Indian Partnership Act, 1932; or	The Bidder must submit Bid Form 2.
	4.1.1.3. sole proprietorship firm under the relevant laws in India.	
4.1.2.	The bidder should be in existence from at least	The Bidder must submit a copy of:
	last one financial year	Photocopy of certificate of incorporation issued by Registrar of companies
		OR
		A registered partnership deed
		OR
		An LLP registration certificate issued by registrar of companies
		OR
		Pan Card with the name of company (wherever applicable)
4.1.3.	The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.	The Bidder shall submit a self-certification by an authorized person duly notarized to this effect.
		The Bidder must submit Bid Form 7.
4.1.4.	Bidder should have valid GST Registration & PAN No.	GST registration certificate, Valid PAN No.
4.1.5.	Bidder should provide undertaking of submitting the labor license under Contractor Labor (Regulation & Abolition) Act, 1970 within 1 month of issuance of LoA.	Self-undertaking must be given by the bidder.

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4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	The Bidder must possess established high standards for 'quality' and'environment health and safety' in line with ISO 9001 and ISO 14001 certificationsrespectively in the name of the OEM.	The Bidder shall declare thatit has ISO certificate for ISO 9001 and ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM) of EVs. The Bidder must submit Bid Form 2 of Section 5 (Annexure), as a part of declaration only.
		Note: The documentary evidence shall be submitted as a part of response to the Letter of Intent and prior to signing of the Service Agreement, and not at the time of bidding.

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4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.3.1.	The bidder mustbe an authorized OEMof LMV EV of M1 and M2 categoryfor sales and service with 3 years of experience is must in Sales and Service of LMV EVs in India and the bidder must have sales and service center / dealerships in all the districts of the state OR	The Bidder shall provide type approval certificate of the model issued by any testing agency as mentioned in Rule 126 of CMVR 1989
	The bidder must be aFleet Service Provider with an experience of 3 yearsin providing fleet services in IndiaOR The bidder must be a EV Charging Station Operator with an experience of 3 years in setting up charging stations for EVs in India.	The Bidder shall submit the letter of authorization / contract for manufacturing, sales and service of EV in the country in case of an OEM OR The Bidder shall submit an MoU / agreement with an OEM of EV for procurement of EVs in case of Fleet Service Providers or Charging Station Operators. The bidder shall provide details of sales & service center / dealership in the state
		Note: 1. The letter of authorization/contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information.
4.3.2.	The bidder should have experience of ownership, operations, and maintenance of a fleet of at least 10 ICE vehicles or Electric vehicles of any kind of Car/Jeep/ SUV category for a continuous period of minimum 1 year in the last 7 years. The experience of the bidder with public/private utilities/entities or Government/PSUs is preferable.	The Bidder must submit Bid Form 4 of Section 5 (Annexure). The Bidder shall submit the experience certificates.
4.3.3.	The bidder should have on its payroll or under contractual obligations minimum 10 drivers.	Relevant details to be provided.
4.3.4.	The Bidder must have installed minimum of five (5) numbers of charging stations at various locations/sites (distinct geographical locations – not to be confused with number of chargers in one location) by themselves or in tie-up with Charging Station Operators.	The Bidder shall submit the experience certificates.

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4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.4.1.	The Bidder must have an aggregate average annual turnover of not less than INR. 5 Crore (Five Croreonly) in the last three (3) financial years from FY19-20, FY20-21and FY21-22. For the above, the Bidder shall provide their unconsolidated audited annual accounts.	The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 5 of Section 5 (Annexure).
4.4.2.	The Bidder should not be in loss in immediately previous financial year.	Duly authorized copy of audited annual report is to be submitted by respondent along with CA certificate.
4.4.3.	The Bidder must have a positive net worth in the last financial yearFY21 -22. For company, as per the section 2 (57) of The Indian Companies Act, 2013, net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account), after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.	The Bidder shall submit a net worth certificate issued by a chartered accountant, as per Bid Form 5 of Section 5 (Annexure).

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5. Annexure

5.1. Bid Forms – Technical Bid

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

Covering Letter of Technical Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

Sub: Submission of Technical Bid for the Procurement, Fleet Operation and Management of Electric Vehicles and charging stations on "Own, Operate and Maintain Basis"

Dear [Sir/ Madam],

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

We hereby undertake the following:

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

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- 8. We declare that our Technical Bid is fully compliant to the qualification requirement mentioned under Section 4 (QR) and we have not misrepresented any information provided in our Bid.
- We confirm that any genuine changes made by OREDA in the interest of the Services during the course of performance of the Service Agreement 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 Service Agreement.
- 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).
- 19. We undertake that OREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security deposited by us in case of any default as per the Bidding Document.
- 20. In case we fail to achieve the milestones of Commissioning and Acceptance of the Project as per the Timelines, OREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the Performance Security.
- 21. We confirm that we shall establish a local office in Bhubhaneshwar, Cuttack and Puri regions so as to ensure uninterrupted services during the Contract Period.
- 22. We understand that you are not bound to accept any Technical Bid you may receive.

Place: [insert place] [sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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

Summary of the Technical Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

То

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

Particulars	Requirements	Information furnished by the Bidder
Bid Processing Fee	Copy of the "e-payment" for an amount and other details as mentioned in Section 2 (BDS) already made by the Bidder as per the various e-payment options (credit card, debit card, net baking, etc.) available on the E-procurement	Unique Transaction Reference (UTR) no. is [insert the UTR no.], dated [DD MMM YYYY] We are attaching the copy of the Bid
	Website towards "Bid Processing Fee". This shall be a non-refundable fee and is a mandatory submission.	Processing Fee paid to the E-procurement Website www.tenderwizard.com/OREDA under Attachment 1.
	In case of a Consortium/ JV, the Lead Member shall make this payment.	
Cost of Bid	Copy of the "Online Transfer (RTGS/ NEFT)" or "Demand Draft" for an amount and other details as mentioned in Section 2 (BDS) issued by a	Demand Draft no. is [insert], dated [DD MMM YYYY]
	nationalized/ commercial bank in India towards "Cost of Bid" issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.	We are attaching the copy of the Cost of Bid submitted in the form of Demand Draft under Attachment 2.
	This shall be a non-refundable fee.	
	In case of a Consortium/ JV, the Lead Member shall make this payment.	
	This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate Government authority (as applicable) shall be submitted.	
Bid Security	Copy of the "Online Transfer (RTGS/ NEFT)" or "Demand Draft" or "Fixed Deposit Receipt" or "Bank Guarantee" for an amount and other	The Demand Draft no. is [insert], dated [DD MMM YYYY] (in case of a demand draft),
	details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards "Bid Security".	or The Fixed Deposit Receipt no. is [insert], dated [DD MMM YYYY]. (in
	In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.	case of an FDR), or The Bank Guarantee no. is [insert], dated [DD MMM YYYY]. (in case of a
	In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha and	Bank Guarantee). The format for the Bank Guarantee is enclosed herewith.

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Particulars	Requirements	Information furnished by the Bidder
	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.	We are attaching the copy of the Bid Security submitted in the form of [Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee] under Attachment 3.
	In case of a Bank Guarantee, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).	
	This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate Government authority (as applicable) shall be submitted.	
	This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.	
Registration details	Certificate of Incorporation/ LLP registration certificate issued by registrar of companies, 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.	We are attaching the copy of the Registration Certificate under Attachment 4.
	or Proof of having the bank account or any other document as issued by the Government, applicable in case of sole proprietorship firm.	
PAN	PAN is [insert PAN]	We are attaching the copy of the PAN under Attachment 5.
GST	GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name].	We are attaching the copy of the PAN under Attachment 6.
Income tax returns	Copy of the Income Tax Return for the last three (3) Assessment Yearsi.e.Assessment Year (AY)2020-21, AY 2021-22 and AY 2022-23	We are attaching the copies of the Income tax returns under Attachment 7.
Quality Assurance	We declare that we have a copy of the ISO certificate for ISO 9001 and ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause 4.2.1.	We are attaching the copy of the proof under quality assurance Attachment 8.
Self- certification of not being blacklisted	Self-certification by an authorized person duly notarized to this effect certifying Bidder not being debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.	We are attaching the self-certification under Attachment 9.
Self- undertaking of submitting the labor	Self-undertaking of submitting the labor license under Contractor Labor (Regulation & Abolition) Act, 1970 within 1 month of issuance of LoA.	We are the self-undertaking under Attachment 9.

Particulars	Requirements	Information furnished by the Bidder
license		
Attachment 1		
Attachment 2		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

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Attachment 9		
Attachment 10		

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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Bid Security (applicable only in case of Bank Guarantee)

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

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

Date: [DD MMM YYYY]

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit itsBid for providing Electric Vehicles fleet services on "Own,Operate and Maintain Basis" with reference to Request for Proposal (RFP) no. [insert RFP no.] dated [DD MMM YYYY].

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

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

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

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name and address of the Bank and address of the Branch
Power of attorney no.:

WITNESSES

Signature: Signature: Name: Name: Address: Address:

Note:

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

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5.1.3. Bid Form 3 (Power of Attorney)

Power of Attorney

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

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

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

Know all men by these presents, We,[name of the executant(s)], do hereby constitute, appoint and authorize [name of the Authorized Signatory] as the Authorized Signatorypresently 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 Procurement, Fleet Operation and Management of Electric Vehicles and charging stations on "Own,Operate and Maintain Basis" with reference to the RFP no. [insert RFP no.] dated [DD MMM YYYY] issued by Odisha Renewable Energy Development Agency ("OREDA").

The Authorized Signatory shall represent us and shall be responsible forthe 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 andduring the performance of the Contract Period.

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

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

Signature of the executant

Name:

Designation:

Address:

Company:

Accepted by

Signature of the Authorized Signatory

Name:

Designation:

Address:

Company:

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

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Board resolution dated [DD MMM YYYY] is attached below.		
WITNESS		
Signature: Name:	Signature: Name:	
Address:	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.

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Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.]

CERTIFIED TRUE COPY OF THE RESOLUTIONPASSED IN THE MEETINGOF THE BOARD OF DIRECTORS OFM/S. [insert name of the Bidder] HAVING ITS REGISTEREDOFFICEAT [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 Procurement, Fleet Operation and Management of Electric Vehicles and charging stations on "Own, Operate and Maintain Basis"

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

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

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

For [insert name of the Bidder]

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

Name of the Authorized Signatory Specimen signature of Authorized Signatory

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

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5.1.4. Bid Form 4 (Technical Qualification)

Technical Qualification

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

We confirm that we meet the Qualification Requirement mentioned in QR Clause 4.3 of Section 4 (QR) and we have the experience of ownership, operations, and maintenance of a fleet of at least 10 Electric vehicles of any kind of Car/ Jeep/ SUV category for a continuous period of minimum 1 year in the last 7 years as mentioned under the "Our experience in Units" for which we are submitting this Bid.

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

Technical Qualification	Our experience in Units	Reference project no.
Our experience of supply of Electric Cars		

The details pertaining to the reference projects are given below:

Sr. No.	Item Description	Reference project [insert]*
1.	Project capacity in Units	[No. of vehicles in fleet provided, as per
		experience certificate] Units
2.	Title of the project with a brief of scope	
3.	Actual project cost	[insert] Lakh INR
4.	Name of the client with the full address	Name of the client:
	including the contact no. and email id of the	Address:
	client	Contact no.:
		Email id:
5.	Name of the ultimate user of Electric Cars	
6.	I have attached the relevant letter of awards/	[Yes/ No]
	work orders/ contract agreement along with	
	any amendments issued in full without deleting/	
	hiding any information	
7.	Details of the letter of awards/ work orders/	Reference no.:
	contract agreement	Date: [DD MMM YYYY]
		Whether any liquidated damages been charged
		by the client? [Yes/ No]. In case of yes, please
		provide the details.

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

The scan copies of the letter of awards/ work orders/ contract agreements 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]

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5.1.5. Bid Form 5 (Financial Qualification)

Financial Qualification (Applicable for Category A Bidders)

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

Average annual turnover

Particulars	Unit	FY19-20	FY20-21	FY21-22
Annual turnover	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover	Lakh INR	[insert]		

other income is not considered

Net Worth (applicable in case of companies),

Particulars	Unit	FY21-22
Aggregate value of the paid-up share capital	Lakh INR	[insert]
Add: all reserves created out of the profits and	Lakh INR	[insert]
securities premium account.		
Subtract: Accumulated losses	Lakh INR	[insert]
Subtract: Deferred expenditure	Lakh INR	[insert]
Subtract: Miscellaneous expenditure not written off	Lakh INR	[insert]
Net Worth*	Lakh INR	[insert]

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

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

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

Place: [insert place] [sign here]

Signature

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

Designation: [insert designation]

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

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

Registration no. of the CA's firm: Seal: [insert seal of the Bidder]

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5.1.6. Bid Form 6 (Test Certificates)

Date: [DD MMM YYYY]

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

То

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 that

- Electric Carsoffered confirm to transportation of good materials and rules framed under Motor Vehicle Rule Act
- Base model of Electric Carshavebeen certified by International Centre for Automotive Technology (ICAT)]
 or [Automotive Research Association of India (ARAI).
- Electric Cardesign is of commercial line and are capable of customization as per the requirement of OREDA or the Beneficiary.

We also declare that the "**Test Certificates**" for the Electric Carswill be issued to us by International Centre for Automotive Technology (ICAT) or Automotive Research Association of India (ARAI), pursuant to the requirements as mentioned in QR.

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 (Self-certificate)

Self-certificate

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

Date: [DD MMM YYYY]

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

То

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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5.1.8. Bid Form 8 (No Deviation Certificate)

No Deviation Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

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

Clause No.	Deviations considered, if any

[*strike-off, if not applicable]

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

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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5.2. Bid Forms - Price Bid

5.2.1. Bid Form 9 (Covering Letter of Price Bid)

Covering Letter of Price Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

Tο

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 Procurement, Fleet Operation and Management of Electric Vehicles and charging stations on "Own, Operate and Maintain Basis"

Dear [Sir/ Madam],

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

We agree that this Price Bid shall remain valid for a period of One Hundred and Eighty (180) Days from the original last date of online Bid submission and 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:

- 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 Service during the course of performance of the Contract 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 Contract.

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- 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 anyPrice Bid you may receive.
- 12. We confirm that OREDA reserves all the right to accept or reject any Price Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 13. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the RFP, else our Bid Security shall be forfeited.
- 14. The rates quoted by us are firm, final and are meant for execution of the allotted supply/ installation within the time frame stipulated in the tender/supply/ installation order.
- 15. We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize OREDA to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Place: [insert place] [sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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5.2.2. Bid Form 10 (Price Bid)

Price Bid

(Sample Format)

Date: [DD MMM YYYY]

Particulars		Description				
RFP No	o.:	[insert RFP no.] dated [DD MMM YYYY]				
Name o	of the Project	Request for Proposal (RFP) for providing EV Fleet services on "Own, Operate and Maintain Basis"				
Name o	f the Bidder	[insert the Bidder nan	[insert the Bidder name]			
Price Bid						
SI. No.	Particulars		Price in INR per Vehicle	Price in INR per Vehicle (in words)		
	Monthly Lease Rental Price of Electric Vehicle		Lease Rental Price Details			
а	Small / Hatchback Car (including allowable monthly travel range of 2000 KM) – Tata Tigor or equivalent		INR [insert]	Indian Rupees [insert] only		
b	Sedan Car (including allowable monthly		INR [insert]	Indian Rupees [insert] only		
С	Compact SUV (including allowable monthly travel range of 2000 KM) – Tata Nexon or equivalent		INR [insert]	Indian Rupees [insert] only		
d	SUV (including allowable monthly travel range of 2000 KM) – MG ZS, Hyundai Kona or equivalent		INR [insert]	Indian Rupees [insert] only		

SI. No.	Particulars	Proposed Model with specifications
а	Small / Hatchback Car (including allowable monthly travel range of 2000 KM) – Tata Tigor or equivalent	Make & Model name with specifications
b	Sedan Car (including allowable monthly travel range of 2000 KM) – Tata Tiago, Tata Xpres-T or equivalent	Make & Model name with specifications
С	Compact SUV (including allowable monthly travel range of 2000 KM) – Tata Nexon or equivalent	Make & Model name with specifications
d	SUV (including allowable monthly travel range of 2000 KM) – MG ZS, Hyundai Kona or equivalent	Make & Model name with specifications

Note:

1. This format is to be filled in the E-procurement Website as per the instruction given in the RFP

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5.3. Letter of Intent Forms

5.3.1. LOI Form 1 (Letter of Intent)

Letter of Intent

(To be submitted on the letterhead of OREDA)

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

From

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

Tο

[Bidder name]

[Address]

Sub: Letter of Intent to the Successful Bidders for Fleet Operation and Management of Electric Vehicles and charging stations on "Own,Operate and Maintain Basis"

Reference:

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

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

SI. No	Critical documents
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal,
	date, and submission to OREDA
2.	Submission of Performance Security as per ITB Clause 1.6.3
3.	Submission of a Service Commencement plan in line with the Service Timelines mentioned in the SOW
	Clause 3.4 for the supply of Electric Cars.
4.	Valid Test Certificates along with datasheets of all Equipment used in the Project, as per Bid Form 6 of
	Section 5 (Annexure).
5.	Contact information of various OEMs for the key component including battery, motor etc. of Electric
	Cars.

Place: [insert place] [sign here]

Signature

Name of Authorized Signatory of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal: [insert seal of the Bidder]

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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5.3.2. LOI Form 2 (Performance Security)

Performance Security (in the form of a Bank Guarantee)

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

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

Date: [DD MMM YYYY]

In consideration of the M/s [Insert name and address of the EV Fleet Service Provider] (hereinafter referred to as 'EV Fleet Service Provider or EVFSP') submitting the response to RFP No. [RFP] dated [DD MMM YYYY] issued by Odisha Renewable Energy Development Agency (OREDA) inter alia for selection for providing EV Fleet services of [Quantum] no's, and OREDA considering such response to the RFP (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees), OREDA issuing an intimation Letter of Intent no. [intimation no.] dated [DD MMM YYYY] to [name of EV Fleet Service Provider] as per terms of RFP and the same having been accepted by the EV Fleet Service Provider resulting in a Servcie Agreement to be entered into with OREDA, for availing EV Fleet services from the EV Fleet Service Provider. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably, and unconditionally to pay to OREDA at [OREDA's address] forthwith on demand in writing from OREDA or any Officer authorized by it in this behalf, any amount up to and not exceeding INR [Amount] (Indian Rupees [in words]) only, on behalf of the EV Fleet Service Provider.

This Bank Guarantee shall be valid and binding on this Bank up to and including [insert expiry date in DD MMM YYYY] along with claim date up to and including [insert claim date in DD MMM YYYY] and shall not be terminable by any notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Bank Guarantee is restricted to INR [Amount] (Indian Rupees [in words]) only. Our Bank Guarantee shall remain in force until [insert expiry date in DD MMM YYYY] OREDA shall be entitled to invoke this Bank Guarantee till [insert claim date in DD MMM YYYY].

The Guarantor Bank hereby agrees and acknowledges that OREDA shall have the right to invoke this Bank Guarantee in part or in full, as it may deem fit at its branch at Bhubaneswar.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by OREDA, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to OREDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the EV Fleet Service Provider and/ or any other person. The Guarantor Bank shall neither require OREDA to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against OREDA in respect of any payment made hereunder.

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

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

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

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

The Guarantor Bank acknowledges that this Bank Guarantee is not personal to OREDA and may be assigned, in whole or in part, (whether absolutely or by way of security) by OREDA to any entity to whom OREDA is entitled to assign its rights and obligations under the Service Agreement.

Name: [Name]	
Power of Attorney No.: [PoA no.]	
For	
[Insert name of the Bank]	
Email ID of the Bank: [Email id]	
Banker's Stamp and Full Address: [Address]	
Dated this [DD] day of [MMM], [YYYY]	
Witness	
1	2
Signature	Signature
Name and Address	Name and Address

Note:

Signature:

- 1. This Bank Guarantee format is prepared in line with the Annexure-II of Finance Department Office Memorandum 4939 dated 13 Feb 2012, Govt of Odisha [Ref Para 22(i1].
- 2. Please ensure that each page of the Bank Guarantee is duly signed by the authorized signatory of the issuing bank and stamp of the issuing bank is affixed thereon.
- 3. Please ensure whether the last page is signed with full particulars including two witnesses under the seal of Bank as required in the prescribed format.
- 4. The stamp paper shall be in the name of the executing bank and of appropriate value of stamp paper.
- 5. The Performance Security shall be executed by any of the nationalized or scheduled bank in India.

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- 6. Please ensure that the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of the stamp paper under the signature of the stamp vendor. The date of purchase of stamp paper shall be not later than the date of execution of the Bank Guarantee.
- 7. In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.

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5.4. Pre-bid Form

Pre-bid queries

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

Sub: Submission of pre-bid queries for Procurement, Fleet Operation and Management of Electric Vehicles and charging stations on "Own, Operate and Maintain Basis"

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

SI. 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]

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5.5. Appendix to SOW – Electric Car

5.5.1. Appendix Form 1 (Technical Specification of Electric Car)

Sr. No.	Description	Make / Model of Electric Car	
1	Hatchback Electric Car	Tata Tiago / Citroen eC3 / equivalent	Type approval certificate of the
2	Sedan Electric Car	Tata Tigor / Tata Xpress – T / equivalent	model issued by any testing agency as mentioned in Rule 126 of CMVR
3	SUV Electric Car(Compact/ sub 4 meter)	Tata Nexon/ equivalent	1989
4	SUV Electric Car	Hyundai Kona / MG ZS / equivalent	

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5.5.2. Appendix Form 2(Acceptance Certificate)

Acceptance Certificate of the Electric Carsand Charging Stations

(To be issued by OREDA on the letterhead)

TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name] [Address] [Email id] [Mobile no.]

Reference:

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

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has supplied [no.] no. for a capacity of [insert capacity] Electric Cars and Charging Stations at [insert village name] village, [insert district name] District in Odisha and it is operating successfully for a period of thirty (30) Days from the date of supply.

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

- Acceptance of Inspection Report as submitted by the Inspection Committee prepared in line with Inspection Report
- 2. No claim/ lien certificate

Place: [insert place]

[sign here]
Signature
Name of Authorized Representative of OREDA: [insert name]
Designation: [insert designation]
Odisha Renewable Energy Development Agency
Seal:

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5.5.3. Appendix Form 3(Scheduled Maintenance)

The indicative periodic Scheduled Maintenance protocol for **Electric Cars**is given below:

Sr. No.	Task	Quarterly	Semi- annual	Annual
1	Electric Motor			
Α	Inspect Electric Motor for damage			
В	Observe insulation and take corrective measures			
С	Check switches, all wires and cables			
D	Clean internal parts			
Е	Cleaning of body and other part with water			
2	Battery			
Α	Check battery box			
В	Cleanliness of battery			
С	Terminal damage			
D	Evidence of heating			
Е	Damage to container/cover			
F	DC Voltage			
G	Ground fault, if any			
Н	DC Float Charging Voltage and current of the			
	battery			
3	Control and Protections devices			
Α	Check gear box			
В	Check speed contral switches			
С	Check for overload relays and protection			
D	Check earthing connection at each equipment			
4	Luminary			
Α	Check the angle of luminary and take corrective measures, if necessary			
В	Clean luminary and lamp			
С	Check the status of the lamp and replace if			
	necessary			
5	Tyers and Moving Parts			
Α	Air pressure in Tyres			
В	Wheel alignment and tyre balancing			
С	Tyre wear and tear			
D	Regular oilling and greasing			

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5.5.4. Appendix Form 4(Test Certificates – IEC and IP certifications)

The Test Certificate requirements for Electric Carsare given below:

SI. No.	Major Component	Test Certificates	Test description	Designated Test Labs
1	Electric Cars	Compliance certificate	As per the Ministry of Road Transport and Highways Notification No. S.O. 2590 (E) dated 8 October2014 has been given in the Technical Specification section	Automotive Technology (ICAT)] or [Automotive

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5.6. No claim/ lien certificate

No claim/ lien certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

We, the undersigned, certify that we are free and clear from any and all claims, liens, security interest, encumbrances, unpaid vendors'/ suppliers' lien or otherwise, arising out of or in connection to the performance of the Service Agreement [insert] dated [DD MMM YYYY]

Place: [insert place] [sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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5.7. Tentative Details of Number of Electric Vehicles Requisite by Beneficiary Entities

Beneficiary Region	Small / Hatchback	Sedan	Compact SUV	Premium SUV	Total
Bhubaneshwar	20	12	10	6	48
Cuttack	1	1	-	-	2
Puri	5	8	-	-	13
Balasore	13	10	57	-	80
Bhadrak	-	-	30	-	30
Jajpur	-	-	38	-	38
Keonjhar	-	-	39	-	39
Mayurbhanj	-	-	47	-	47
Bargarh	-	3	-	-	3
TOTAL	39	34	221	6	300

Note: The total electric vehicle requirement may be increased by 25%

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End of Document