



**Repair & Revival of defunct Solar PV Home Lighting System (HLS)
& Street Lighting System (SLS) installed in 285 villages under
DDUGJY program in Odisha along with Comprehensive
Maintenance for five (5) Years**

NIT no: 2614, Dated: 19.06.2024

Contact details:

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Notice Inviting Tender (NIT)

NIT no: 2622, Dated:19.06.2024

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 e-tender for Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for five (5) Year.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of NIT on E-procurement Website and OREDA Website	20.06.2024
2.	Due date of pre bid query submission	27.06.2024, Time: 5:00 PM
3.	Date and time of Pre-bid Meeting through virtual mode https://meet.google.com/jia-axdf-pgi	01.07.2024, Time: 12.30 AM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid	18.07.2024, Time: 5:00 PM
5.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only	22.07.2024, Time: 5:00 PM
6.	Tentative date and time for the opening of Technical Bid for both online copies and hard copies, except Price Bid	23.07.2024, Time: 3:30 PM
7.	Due date and time for the opening of online Price Bid, applicable only for the Bidders whose Technical Bids shall be responsive	To be intimated later

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

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

-Sd-

Chief Executive

Disclaimer

To whomsoever it may concern, kindly note the following:

1. This NIT is meant for the exclusive purpose of bidding against this NIT 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 NIT, the Bidder shall satisfy itself that the NIT 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 NIT is complete in all respects and has been accepted by the Bidder.
3. OREDA reserves all the right to modify, amend, or supplement this NIT by issuing Addendum from time to time in the interest of the Project.
4. OREDA reserves all the right to extend the timelines mentioned in the Schedule of Events of NIT by issuing Corrigendum from time to time in the interest of the Project.
5. While the NIT 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 NIT, even if any loss or damage is caused by any act or omission on OREDA's part.

Exhibit

Definitions

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

Definitions and abbreviation	:	Description
AC	:	shall mean Alternating Current
Acceptance	:	shall mean acceptance of the Project and when the Acceptance Certificate is issued to the Successful Bidder and as per the meaning ascribed to it in SOW Clause 3.2.1.6
Acceptance Certificate	:	shall mean formal acceptance of the Project by OREDA by issuing an Acceptance Certificate, as per the meaning ascribed to it in SOW Clause 3.2.1.6
ACDB	:	shall mean Alternating Current Distribution Board
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Additional Performance Security	:	shall have the meaning ascribed to it in BDS Clause 2.1.3
Amendment	:	shall have the meaning ascribed to it in GCC Clause 5.1.2
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Work Order hereto, the standard set forth in this Work Order hereto, shall be deemed to be the standards under Applicable Laws
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
BDS	:	shall mean Bid Data Sheet
CEA	:	shall mean Central Electricity Authority
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
Coercive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Collusive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Commissioning Report	:	shall have the meaning ascribed to it in Appendix Clause 7.5.4 and Appendix Clause 7.6.4
Commissioning	:	shall have the meaning ascribed to it in SOW Clause 3.2.2.4
Construction Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Corrigendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.2
Corrupt Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
DCDB	:	shall mean Direct Current Distribution Board
Defect Liability	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Defect Liability Period	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Delay Liquidated Damage	:	shall have the meaning ascribed to it in GCC Clause 5.5.1
Department	:	shall mean the user department for which the Project will be developed
Detailed Work plan	:	shall have the meaning ascribed to it in GCC Clause 5.4.2.2

Definitions and abbreviation	:	Description
DISCOMs	:	shall mean Distribution Companies in Odisha
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the date of issuance of the Work Order
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean www.tenderwizard.com/OREDA
Equipment	:	shall have the meaning ascribed to it in SOW Clause 3.2.1.2 and SOW Clause 3.2.2.2
Estimated Cost	:	shall mean the cost of the Project estimated by OREDA and shall have the meaning ascribed to it in ITB Clause 2.1.3
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
FOR	:	shall mean Freight on Road
GCC	:	shall mean General Conditions of Contract
Generation Meter	:	shall have the meaning ascribed to it in Annexure Clause 7.5.1.13
Government	:	shall mean Government of India or Government of Odisha, as applicable
Incoterms	:	Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
ITB	:	shall mean Instructions to Bidders
kW	:	shall mean kilo-Watt
Month	:	shall mean a calendar month
NIT	:	shall mean Notice Inviting Tender
CMC	:	shall mean Comprehensive Maintenance Contract
CMC Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Mini Grids	:	shall mean any solar photovoltaic system with capacity lower than 100 kWp per system implemented for the sole purpose of mini grids
OBC	:	shall mean Other Backward Class
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OREDA	:	shall mean Oreda Ltd
OREDA Website	:	shall mean http://oredaodisha.com/
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean ceoreda@oredaorissa.com
PKI	:	shall mean Public Key Infrastructure
Project Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/ Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency;
PV	:	shall mean Photo Voltaic
QR	:	shall mean Qualification Requirement
NIT	:	shall mean Notice Inviting Tender
SCC	:	shall mean Special Conditions of Contract
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work

SLS	:	shall mean the Street Lighting System
Successful Bidder	:	shall mean the Successful Bidder who is awarded the Work Order
Tax	:	shall mean all taxes and duties pursuant to any Applicable Laws (whether currently in force or coming into force on or after the last date for submission of online Bid), including, all goods and services tax, tax on the sale of goods (which includes but is not limited to customs duty, anti-dumping duty, basic customs duty, safeguard duty and import duties), duties, but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty or any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees and further includes any interest, surcharge, penalty or fine in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above;
TDS	:	shall mean Tax Deduction at Source
Technical Specification	:	shall have the meaning ascribed to it in Appendix Form 1 under Annexure Clause 7.5.1 and Appendix Form 1 under Annexure Clause 7.6.1
Total Cost of Project	:	Shall mean the price mentioned in the work order for repair and revival of all the HLS s for each individual work packages as mentioned in BDS clause 2.1.
UTR	:	shall mean Unique Transaction Reference number
Work Order	:	shall have the meaning ascribed to it in ITB Clause 1.6
Year	:	shall mean the calendar year

Interpretation

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

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

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1. Instruction to Bidders (ITB)

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

1.1. General

1.1.1. Scope of NIT

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

1.1.2. Integrity Violation

- 1.1.2.1. The Bidder observes the highest standard of ethics all the time.
- 1.1.2.2. OREDA defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another Party;
 - b) "Fraudulent Practice" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a Party to obtain a financial or other benefit or to avoid an obligation;
 - c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any Party or the property of a Party to influence improperly the actions of the other Party;
 - d) "Collusive Practice" means an arrangement between two or more Parties designed to achieve an improper purpose, including influencing improperly the actions of other Party;
 - e) "Obstructive Practice" means
 - i. deliberately destroying, falsifying, altering, or concealing of evidence material to OREDA's investigation;
 - ii. making false statements to investigators in order to materially impede OREDA's investigation;
 - iii. failing to comply with requests to provide information, documents or records in connection with OREDA's investigation;
 - iv. threatening, harassing, or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
 - v. materially impeding OREDA's contractual rights of audit or access to information;
 - f) "Integrity Violation" is an act which violates OREDA's policies, including (a) to (e) given above in the ITB Clause 1.1.2.2 and the following abuse, conflict of interest, retaliation against whistleblowers or witnesses, and other violations of OREDA's policies, including failure to adhere to the highest ethical standard.
- 1.1.2.3. OREDA will reject a Bid if it determines that the Bidder has, directly or indirectly through an agent, engaged in Integrity Violation including but limited to any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice and Obstructive Practice;

- 1.1.2.4. OREDA will impose remedial actions on any Bidder or an individual, at any time, in accordance with its policies and guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in OREDA-managed, -administered, or -supported activities or to benefit from an OREDA-managed, administered, or -supported, financially or otherwise, if it at any time determines that the Bidder or individual has, directly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation; and
- 1.1.2.5. OREDA will have the right to inspect the accounts, records, other documents, etc. of the Bidders and relating to the Bid submission and to have them audited at any point in time.

1.2. Contents of the NIT

1.2.1. Sections of the NIT

1.2.1.1. The NIT consists of the following Sections as indicated below and should be read in conjunction with the NIT and any Addendum, Corrigendum and Clarification.

a) Exhibits

- i. Definitions
- ii. Interpretations

- b) Section 1 – Instructions to Bidders (ITB)
- c) Section 2 – Bid Data Sheet (BDS)
- d) Section 3 – Scope of Work (SOW)
- e) Section 4 – Qualification Requirement (QR)
- f) Section 5 – General Conditions of Contract (GCC)
- g) Section 6 – Special Conditions of Contract (SCC)
- h) Section 7 – Annexure

1.2.1.2. OREDA is not responsible for the completeness of the Bidding Document if they were not obtained directly from E-procurement Website.

1.2.1.3. The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

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

1.2.2.1. A prospective Bidder requiring any clarification on the NIT shall contact at OREDA's Office Address or write to OREDA's Official Email Id, prior to the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The queries shall be raised as per the format provided in Annexure Clause 7.4.

1.2.2.2. The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's designated representative may attend the pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. OREDA will respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.

1.2.2.3. The Clarification against the queries raised, without identifying the source of the prospective Bidder, shall be uploaded on the E-procurement Website and OREDA Website. Any modification to the NIT shall be made by OREDA exclusively through the issue of an Addendum.

1.2.2.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

1.2.2.5. The Bidder is advised to visit and examine the Project site and its surroundings to obtain all information that may be necessary for the preparation of the Bids. The cost of visiting the Project site shall be at the Bidder's own expense.

1.2.2.6. The Bidder and any of its personnel and/ or agents will be granted permission by OREDA to enter the Project site for the purpose of such visit, but only upon the express condition that the Bidder, its personnel and/ or agents will release and indemnify OREDA and its personnel, agents, etc. from and against any liability in respect thereof, and the Bidder shall be responsible for any death or personal

injury, loss of or damage to property, and any other loss, damage, costs, expenses, etc. incurred as a result of the inspection during the Project site visit.

1.2.3. Addendum, Corrigendum, and Clarification to the NIT

- 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 NIT 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 NIT 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 ITC Clause 1.3.3.4 respectively, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copies of the Technical Bid shall be submitted pursuant to ITB Clause 1.3.3.3 at OREDA's Office Address.

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

Bid Form	Particulars
Bid Form 1 (Bid Processing Fee)	Copy of the “ e-payment ” for an amount and other details as mentioned in Section 2 (BDS) already made by the Bidder as per the various e-payment options (credit card, debit card, net banking, etc.) available on the E-procurement Website towards “ Bid Processing Fee ”. This shall be a non-refundable fee. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).

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

Bid Form	Particulars
<p>Bid Form 5 (Covering Letter of Technical Bid)</p>	<p>Copy of the “Covering Letter of Technical Bid” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document along with an undertaking of select clauses of the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).</p>

Bid Form 6 (Technical Qualification)	Copy of the “ Technical Qualification ” certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder’s technical qualification pursuant to the requirements mentioned under Section 4 (QR). This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).
Bid Form 7 (Financial Qualification)	Copy of the “ Financial Qualification ” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification pursuant to the requirements mentioned under Section 4 (QR). This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).
Bid Form 8 (Test Certificates)	Copy of the declaration of the “ Test Certificates ” for the Equipment as issued in the name of the OEM from any valid MNRE accredited test labs as given in as mentioned in QR Clause 4.2.1 and shall be in line with Appendix Form 8 of Appendix Clause 7.5.8 and Appendix Form 8 of Appendix Clause 7.6.8. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).
Bid Form 9 (Self-certificate)	Copy of the declaration of the “ Self-certificate ” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).
Bid Form 10 (Undertaking for Indigenoussness)	Copy of the “ Undertaking for Indigenoussness ” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of domestic contents of the Equipment to be supplied during the performance of the Work Order. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 7 (Annexure).
Bid Form 11 (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 and shall be submitted as per the requirements given in Bid Form 11 of Section 7 (Annexure).
Bid Form 12 (Registration details)	Copy of the relevant documents issued by an appropriate Government authority in India. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 12 of Section 7 (Annexure).
Bid Form 13 (PAN)	Copy of the PAN card of the Bidder. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 13 of Section 7 (Annexure).
Bid Form	Particulars
Bid Form 14 (GST Certificate)	Copy of the “ GST Certificate ” of the Bidder. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 14 of Section 7 (Annexure).

Bid Form 15 (Income Tax Return)	Copy of the last three (5) assessment year's " Income Tax Return " filing document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 7 (Annexure).
Bid Form 16 (Quality Assurance)	Copy of the declaration of " Quality Assurance " of the Bidder. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 16 of Section 7 (Annexure).
Bid Form 17 (Site Survey Summary Report)	Individual Site Survey Summary Report of the Defunct HLS Plants of at least any 100 nos. of installed Solar HLS. This is a mandatory submission and shall be as per the requirements given in Bid form 17 of Section 7 (Annexure)
Bid Form 18 (Summary of the Bidder)	Copy of the " Summary of the Technical Bid " in Microsoft .xls or .xlsx format as per the checklist given therein. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 18 of Section 7 (Annexure).
Bid Form 19 (Covering letter of Price Bid)	Copy of the " Covering Letter of Price Bid " duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 19 of Section 7 (Annexure).

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

Bid Form	Particulars
Bid Form 2 (Cost of Bid)	Original of the " Demand Draft " for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards " Cost of Bid " issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha. This shall be a non-refundable fee. This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).

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

1.3.3.4. The Price Bid shall comprise the following:

Bid Form	Particulars
<p>Bid Form 20 (Price Bid)</p>	<p>Copy of the “Price Bid” duly filled and to be uploaded on the e-tendering portal.</p> <p>This is a mandatory submission and shall be submitted in Microsoft xls. or .xlsx format only as per the requirements given in Bid Form 19 of Section 7 (Annexure).</p>

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

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

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

1.3.4. Bid Prices

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

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

1.3.5. Currencies of Bid and Payment

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

1.3.6. Period of Validity of Bids

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

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

1.3.7. Bid Security

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

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

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

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

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

1.3.7.6. The Bid Security shall be forfeited,

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

1.3.8. Format and Signing of Bid

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

1.4. Submission and Opening of Bids

1.4.1. Sealing and Marking of Bids

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

1.4.2. Deadline for submission of Bids

1.4.2.1. The Bids must be submitted to OREDA through E-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum.

1.4.2.2. OREDA may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in accordance with ITB Clause 1.2.3.2, in which case all rights and obligations of OREDA and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.4.3. Late Bids

1.4.3.1. OREDA shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 1.4.2. Any Bid (either online or offline) received by OREDA after the deadline for submission of Bids shall be declared as a late Bid. Such late Bids shall be liable for rejection online, and the online copy of the Bid uploaded on the E-procurement

Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hard copies 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 the Bid validity period specified by the Bidder on the Covering Letters of Technical Bid and Price Bid or any extension thereof as per the terms of Bidding Document.

1.4.4.3. Bidder may modify or withdraw their Bids through the relevant provisions on the E-procurement Website until the last date for submission of Bid as per the timelines mentioned in the NIT or any Corrigendum.

1.4.4.4. The Bidders may modify, resubmit, or withdraw their Bids as per the provisions given on the E-procurement Website.

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

1.4.5. Acceptance/ rejection of the Bids

1.4.5.1. The Bids submitted by the Bidders shall be liable for rejection in case

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

1.4.6. Bid Opening

1.4.6.1. Technical Bid (Online and hard copies)

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 hard copies of the Technical Bids at OREDA's Office

Address as per the timelines mentioned in the NIT or any Corrigendum. Such Technical Bid shall be opened in the presence of Bidders' designated representative who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.

- ii. The Bidders' representatives who are present during the opening of hard copies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- c) OREDA shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.

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

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

1.5. Evaluation and Comparison of Bids

1.5.1. Confidentiality

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

1.5.2. Clarification of Bids

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

1.5.3. Examination of Technical Bids

- 1.5.3.1. OREDA shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission and ITB Clause 1.3.3.3 for hard copy submission have been provided in order to assess the completeness of the Technical Bid.
- 1.5.3.2. OREDA shall confirm that all the requirements have been provided in the Technical Bid in all respect. If any of the documents or information is missing, the Bid shall be liable for rejection.

1.5.4. Responsiveness of Technical Bid

- 1.5.4.1. OREDA's determination of a Technical Bid's responsiveness shall be strictly based on the contents of the Technical Bid, as mentioned in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.
- 1.5.4.2. If a Bid is not responsive to the requirements of the NIT, 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 Price Bid (online) opening as part of E-bidding:

- 1.5.6.1. 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.
- 1.5.6.2. OREDA shall conduct the opening of the Price Bids for all Bidders who are responsive in their Technical Bids after the evaluation being conducted by OREDA pursuant to the above Clauses mentioned under ITB Clause 1.5.
- 1.5.6.3. The Bid evaluation will be carried out based on the total cost of the project (Repair & Revival of the defunct Solar HLS & SLS) quoted (excluding tax) by the Bidders in their respective Price Bids for each individual packages. All the eligible Price Bids will be arranged in the descending order of their quoted total cost of the project (Repair & Revival of the defunct Solar HLS & SLS) quoted (excluding tax), starting from the Bidder quoting the lowest total cost of the project to the Bidder quoting the highest cost of the project.
- 1.5.6.4. The Successful Bidder will be selected through the below process:
 - a) The bidder quoting the lowest total cost of the project (excluding tax) will be awarded as L1 bidder.
 - b) In case of more than one bidder are quoting the same total cost of the project (excluding tax); the selection of the L1 bidder will be done by draw of lots before the committee as proposed by OREDA.

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:
 - a) 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 evaluated (L1) Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

1.5.8. Evaluation and comparison of Bids

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

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 issue of Work Order, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online and the online copy of the Bid uploaded on the E-procurement Website shall be sent to “Archive” and shall not be considered at all any further for evaluation. In such a case, the hard copies submitted by the bidders in the original form shall be returned to the Bidders.

1.6. Work Order

1.6.1. Award Criteria

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

1.6.2. Issue of Letter of Intent

- 1.6.2.1. Prior to the expiry of the period of Bid validity, OREDA shall notify the Successful Bidder, in Writing, that its Bid has been accepted. At the same time, OREDA may also notify all other Bidders of the results of the bidding. In addition, OREDA may publish the results on the OREDA Website and E-procurement Website.
- 1.6.2.2. OREDA shall issue a Letter of Intent, as per LOI Form 1 under Section 7 (Annexure), to the Bidder whose Price Bid has been determined to be the lowest evaluated (L1) Bid and is responsive to the Bidding Document, provided further that the Bidder is determined to be qualified for the issuance of Letter of Intent satisfactorily.
- 1.6.2.3. Upon receiving the Letter of Intent, the Successful Bidder shall fulfill all other requirements given under the Letter of Intent and submit the below mentioned critical documents within a maximum time period of forty-five (45) Days from the date of Letter of Intent and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

SI. No	Critical documents to be submitted
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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 Detailed Work plan in line with the Project Timelines mentioned in the SOW Clause 5.4.2.2 for the implementation of the project for Repair and Revival of Solar HLS & SLS
4.	Submission of a site survey report along with the bill of materials for the purpose of repair /revival of the Project for Repair and Revival of Solar HLS & SLS
5.	Valid Test Certificates of the solar photovoltaic module, inverter and battery along with datasheets of all other Equipment of the Project for the implementation of Repair and Revival of Solar HLS & SLS
6.	Contact information of various OEMs for the solar photovoltaic module, inverter, battery, solar street lighting system and balance of systems of the Project for the implementation of Repair and Revival of Solar HLS & SLS
8.	Design document of the module mounting structure and pole mounting structure of the Project for the implementation of Repair and Revival of Solar HLS & SLS along with a STAD pro analysis report.

1.6.3. Performance Security

1.6.3.1. Within forty-five (15) Days of the receipt of Letter of Intent from OREDA as per ITB Clause 1.6.2, the Successful Bidder shall furnish the Performance Security as per LOI Form 2 under Section 7 (Annexure).

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

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

1.6.4. Issue of Work Order

1.6.4.1. Failure of the Successful Bidder to complete all the formalities mentioned in the Letter of Intent pursuant to ITB Clause 1.6.2 shall constitute sufficient grounds for the annulment of the Letter of Intent and forfeiture of the Bid Security. In that event, OREDA may issue the Letter of Intent to the next lowest evaluated (L2, L3, and so on in sequence) Successful Bidder at the same lowest evaluated (L1) price quoted by the first Successful Bidder. In all cases, the Bid of the Successful Bidder shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. In case any of the Bidder from L2, L3, and so on in sequence does not accept the Letter of Intent, then OREDA shall have the right to select the Successful Bidder or annul the bidding process, at its own discretion.

1.6.4.2. Upon completion of all the formalities mentioned in the Letter of Intent within the stipulated timeline by the Bidder, OREDA shall issue the Work Order to the Successful Bidder within a maximum time period of fifteen (15) Days.

2. Bid Data Sheet (BDS)

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

2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause				
2.1.1.	ITB Clause 1.1.1.3	<p>Name of the Project: Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year.</p> <p>NIT no.: [2614] dated [19. 06. 2024]</p>				
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online meeting.				
2.1.3.	ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3	Total Cumulative nos of the HLS & SLS for Repair and Revival along with Five (5) Year CMC (nos)		Bid Security (INR)	Cost of Bid (INR)	Bid Processing Fee (INR)
		HLS	SLS	18,00,000	10,500 + GST	5000 + GST
		9126	1840			
<p>Note: The detail list of villages along with individual HLS installations is tabulated at SOW clause no 3.1.</p> <p>The Bid Processing Fee shall be made in favour of “KSEDC Limited” payable at “Bengaluru”.</p> <p>In case of the Bid Security submitted is in the form of a Bank Guarantee, the expiry date, and claim date are as follows: Expiry date: Twelve(12)Months from the original last date of submission of online Technical Bid Claim date: Twelve (12) Months from the date of expiry</p>						
2.1.4.	ITB Clause 1.3.6.1	Bid validity period: Three Hundred Sixty Five (365) Days from the last date of Bid submission.				
2.1.5.	ITB Clause 1.4.1.1	<p>Procedure for submission of Bid:</p> <ul style="list-style-type: none"> For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only. The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink “Register Me” to fill in the online registration form. 				

		<ul style="list-style-type: none"> • The unregistered Bidders are required to pay a registration fee in favour of M/s. KSEDCL Limited payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein. • As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided • After viewing the NIT on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by step instructions are given below: <ul style="list-style-type: none"> o Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed. o Click/ Double Click to open the Microsoft Internet Explorer o Go to Start > Programs > Internet Explorer. Type the E-procurement Website addresses “www.tenderwizard.com/OREDA” in the address bar of Internet Explorer to access the Login Screen. o Enter user id and password, click on “Go”. o Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password. o Click “Un Applied” to view/ apply for a new NIT. o Click on the “Request” icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. <ul style="list-style-type: none"> o Click on the “Show Form” icon. o Bidding Document will appear on the screen. o Click “Click here to download” to download the Bidding Document. • The Bidder shall submit the Bid as per the terms of the Bidding Document. • All the soft copies 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 hard copies as required to be submitted shall be submitted OREDA’s Office Address as per the timelines mentioned in NIT or any Corrigendum. • Please note down or take a print of the bid control number once it is displayed on the screen. • Bid opening events can be viewed online. • The Bids submitted by one Bidder can be viewed by other Bidders.
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BDS Clause reference	ITB Clause reference	Detailed Clause								
2.1.6	ITB Clause 1.6.1.2	<p>Allocation of Projects:</p> <ul style="list-style-type: none"> • 50% of the overall project works will be allocated to L1 bidder • 30% of the overall project works will be allocated to L2 bidder • 20% of the overall project works will be allocated to L2 bidder <p>Note: The allotment of the districts and the list of villages shall be at the discretion of OREDA only. OREDA reserves all the right to allocate the actual capacities of the project to the Successful Bidders in each packages at the time of issuance of Letter of Intent and finalization of Work Order.</p>								
2.1.7	ITB Clause 1.6.3.3	<p>Performance Security: For successful bidders the Performance Security shall be submitted for an aggregate amount equivalent to ten percent (10%) of work order value in one (1) parts, as given below:</p> <table border="1" data-bbox="488 909 1449 1079"> <thead> <tr> <th data-bbox="488 909 627 943">BG no.</th> <th data-bbox="627 909 818 943">Amount</th> <th data-bbox="818 909 1193 943">Expiry date</th> <th data-bbox="1193 909 1449 943">Claim date</th> </tr> </thead> <tbody> <tr> <td data-bbox="488 943 627 1079">BG 1</td> <td data-bbox="627 943 818 1079">Ten percent (10%) of the Work order Value</td> <td data-bbox="818 943 1193 1079">Twenty (12) Months from the date of issuing Letter of Intent</td> <td data-bbox="1193 943 1449 1079">Three (03) months from the date of expiry</td> </tr> </tbody> </table> <p>*Bank Guarantee submitted towards Performance Security should be claimed within a maximum period of Three (03) months Days from the expiry date of the submitted BG.</p>	BG no.	Amount	Expiry date	Claim date	BG 1	Ten percent (10%) of the Work order Value	Twenty (12) Months from the date of issuing Letter of Intent	Three (03) months from the date of expiry
BG no.	Amount	Expiry date	Claim date							
BG 1	Ten percent (10%) of the Work order Value	Twenty (12) Months from the date of issuing Letter of Intent	Three (03) months from the date of expiry							

3. Scope of Work (SOW)

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

3.1. About the Project

3.1.1. Introduction

3.1.1.1. In order to revive all the RE assets installed under DDUGJY scheme at various locations in ODISHA after the expiry of CMC period. Under this project GoO wants to utilize the full capacity of the RE assets and provide reliable clean electricity to the affected beneficiaries.

This Scope of Work shall be for the purpose of selection of EPC contractor(s) to Repair & Revive the defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha and provide further Comprehensive Maintenance of five (5) years.

3.1.1.2. The district, village & habitation wise summary of the Project is tabulated below:

SI No.	Name of the District	Name of the Block	Name of the Village	Census Code	No. of HLS to be repaired	No. of Street lights to be repaired
1	Angul	Kishorenagar	Udal		18	5
2	Angul	Kishorenagar	Pathargarh		22	4
3	Angul	Kishorenagar	Purunapani Jogi		7	2
4	Angul	Kishorenagar	Rangamatia		35	7
5	Angul	Angul	Mahulmal		25	5
6	Angul	Angul	Kurudu		7	2
7	Angul	Angul	Solar		47	10
8	Angul	Angul	Betar		40	8
9	Angul	Angul	Katranga(Bada)		18	3
10	Angul	Angul	Katranga(sana)		24	5
11	Angul	Angul	Jokubu		29	6
12	Angul	Angul	Labangi		16	3
13	Angul	Angul	Tuluka		139	28
14	Angul	Palalahada	Khadaka		89	18
15	Angul	Angul	Raigodaforest Beat		80	16
16	Angul	Angul	Chhotkei		161	32
17	Angul	Angul	Katrang(F Beat)		33	7
18	Balasore	Oupada	Rani Pokhari		120	24
19	Balasore	Oupada	Pindabasa		60	12
20	Bargarh	Ambabhona	Bhuthuli		37	7
21	Bargarh	Ambabhona	Kurumkel		92	18

22	Bargarh	Ambabhona	Rengalipali		33	7
23	Bargarh	Attabira	Lambipali		18	4
24	Boudh	HARABHANGA	BALEJU		11	3
25	Boudh	HARABHANGA	ADAPAJU		4	1
26	Boudh	HARABHANGA	CHHATRAPADA		2	1
27	Boudh	HARABHANGA	MANDELI		2	1
28	Boudh	HARABHANGA	PHALPAJU		3	1
29	Boudh	HARABHANGA	RAHASANI		6	1
30	Boudh	HARABHANGA	Saberi		19	4
31	Boudh	HARABHANGA	Sulugaon		14	3
32	Boudh	HARABHANGA	Delagnaja		3	1
33	Boudh	HARABHANGA	Padmatola		3	1
34	Boudh	HARABHANGA	Sulketi		5	1
35	Boudh	HARABHANGA	Semigora		1	1
36	Boudh	Boudh	Jileju		14	3
37	Boudh	Boudh	Sikaora		6	1
38	Boudh	Boudh	Danken		8	2
39	Boudh	Boudh	Netijora		4	1
40	Boudh	Boudh	Badebanga		7	2
41	Boudh	Boudh	Kamarkoda		30	6
42	Boudh	HARABHANGA	Bandigadu		19	4
43	Boudh	HARABHANGA	Maradi		11	2
44	Boudh	HARABHANGA	Marada		29	6
45	Boudh	HARABHANGA	Brundabanpur		6	1
46	Boudh	HARABHANGA	Badakhajuri		32	6
47	Boudh	Boudh	Batepanga		17	3
48	Boudh	Boudh	Padam		19	4
49	Cuttack	Narsinghpur	Nandagola		8	2
50	Cuttack	Narsinghpur	Dalaka		28	6
51	Deogarh	Tileibani	Bhangamunda		28	6
52	Deogarh	Tileibani	Tampar		35	7
53	Deogarh	Barkot	Haldipani		2	1
54	Deogarh	Reamal	Hitam		5	1
55	Deogarh	Barkot	Kaladu		23	5
56	Deogarh	Tileibani	Argan		42	8
57	Deogarh	Barkot	Budhabhuin		35	7
58	Deogarh	Barkot	Mahupal		29	6
59	Deogarh	Tileibani	Biriam		48	10
60	Deogarh	Tileibani	Hiran		59	12
61	Deogarh	Tileibani	Lainda		26	5
62	Deogarh	Tileibani	Nalabandha		46	9
63	Dhenkanal	Hindol	Talaganda	403093	14	3
64	Dhenkanal	Hindol	Hitinda	403157	2	1

65	Dhenkanal	Kankadahad	Kote		53	11
66	Dhenkanal	Kankadahada	Ekul		64	13
67	Dhenkanal	Hindol	Kharmul		40	8
68	Ganjam	Patrapur	Phulasahi		28	6
69	Ganjam	Patrapur	Kamalakheta		20	4
70	Ganjam	Patrapur	Haridaputnuasahi		7	1
71	Ganjam	Patrapur	Gaida - A		19	4
72	Ganjam	Beguniapada	Karandagada		13	2
73	Ganjam	Patrapur	Luhasingi		13	3
74	Ganjam	Patrapur	Jhampurimusa		6	1
75	Ganjam	Patrapur	Gaida - B		4	1
76	Ganjam	Patrapur	Maduabada		11	2
77	Kandhamal	Khajuripada	Miniakathi		22	5
78	Kandhamal	Phiringia	Bandengpadi		39	8
79	Kandhamal	Baliguda	Sashergaon		23	5
80	Kandhamal	Baliguda	Tarsel		24	5
81	Kandhamal	Baliguda	Puiguri / Puisaru		51	10
82	Kandhamal	Tumudibandha	Palam		27	5
83	Keonjhar	Banspal	Budhighar		68	14
84	Keonjhar	Banspal	Mayurdihi		27	5
85	Keonjhar	Harichandanpur	Badajumei		25	5
86	Keonjhar	Harichandanpur	Baunar		22	4
87	Keonjhar	Anandapur	Mandapada		35	7
88	Keonjhar	Telkoi	Saroda		45	9
89	Keonjhar	Banspal	Nipa		101	20
90	Keonjhar	Harichandanpur	Maragola		65	13
91	Keonjhar	Anandpur	Singanali		49	10
92	Keonjhar	Hatadihi	Dalki RF		269	54
93	Keonjhar	Hatadihi	Pitanau RF		213	43
94	Keonjhar	Hatadihi	Ratnamara RF		39	8
95	Koraput	Laxmipur	Talamitting		50	10
96	Koraput	Laxmipur	Uppermitting		54	11
97	Koraput	Narayanpatna	Rangapani		98	20
98	Koraput	Narayanpatna	Jharipadar		81	16
99	Koraput	Bandhugan	Kunjari		25	5
100	Koraput	Narayanpatana	Ambliambagura		44	9
101	Koraput	Narayanpatana	Kamalapodar		97	20
102	Koraput	Narayanpatana	Pindamali		88	18
103	Koraput	Narayanpatana	Tanginipadar		113	23
104	Koraput	Narayanpatana	Turli		81	16
105	Koraput	Narayanpatana	Kadrakabarangi		30	6
106	Koraput	Narayanpatana	Nachikabarangi		30	6

107	Koraput	Pottangi	Dugugabada		58	11
108	Koraput	Nandapur	Sabun		34	7
109	Koraput	Boipariguda	Balibhata		14	3
110	Koraput	Bandhugan	Sapajhola		13	3
111	Koraput	Bandhugan	Upardabari		6	1
112	Koraput	Bandhugan	Kumutijharana		16	3
113	Koraput	Bandhugan	Jambadi		8	2
114	Koraput	Bandhugan	Jhole		15	3
115	Koraput	Boipariguda	Limajodi		25	5
116	Koraput	Pattangi	Pilikabitra		12	1
117	Mayurbhanj	Bangiriposi	Amdapani		31	6
118	Mayurbhanj	Bangiriposi	Baribeda		40	8
119	Mayurbhanj	Bangiriposi	Jamtalia		32	6
120	Mayurbhanj	Bangiriposi	Alapani		37	7
121	Mayurbhanj	Telkoi	Badiamunda		2	1
122	Mayurbhanj	Jashipur	Chakundakacha		10	2
123	Mayurbhanj	Bangiriposi	Dantiakacha		21	4
124	Mayurbhanj	Jashipur	Chandikhaman		34	7
125	Mayurbhanj	Bisoi	Arangalbindha		29	6
126	Mayurbhanj	Bisoi	Kasipani		46	9
127	Mayurbhanj	Bisoi	Tarana		26	5
128	Mayurbhanj	Bangiriposi	Bhaduakacha		5	1
129	Mayurbhanj	Bangiriposi	Basilakacha		14	3
130	Mayurbhanj	Jashipur	Barigaon		45	9
131	Mayurbhanj	Saraskana	Bhadua Samil Bachhuribandh		33	7
132	Mayurbhanj	Jashipur	Barsia		107	21
133	Mayurbhanj	Bangiriposi	Khadighati		28	6
134	Mayurbhanj	Bangiriposi	Fuljhara		49	10
135	Mayurbhanj	Bangiriposi	Jerkani		27	5
136	Mayurbhanj	Jashipur	Sanasoki		81	16
137	Mayurbhanj	Jashipur	Kundabil		99	20
138	Mayurbhanj	Jashipur	Hill Block No.II		16	3
139	Mayurbhanj	Jashipur	Jajadihi		32	6
140	Mayurbhanj	Jashipur	Kolajhari		25	5
141	Mayurbhanj	Jashipur	Bandirbasa		64	13
142	Mayurbhanj	Jashipur	Lembujharan		33	7
143	Mayurbhanj	Jashipur	Makabadi		61	12
144	Mayurbhanj	Jashipur	Nikhirda		12	2
145	Mayurbhanj	Bangiriposi	Purunapani		76	15
146	Mayurbhanj	Bangiriposi	Kukurbhuka		50	10
147	Mayurbhanj	Thakurmunda	Baula		60	12
148	Mayurbhanj	Jashipur	Bhradachua		24	5

149	Mayurbhanj	Jashipur	Budhabalanga		76	15
150	Mayurbhanj	Jashipur	Nuniagoda		55	11
151	Mayurbhanj	Jashipur	Saruda		68	14
152	Mayurbhanj	Jashipur	Baranga		15	3
153	Mayurbhanj	Jashipur	Fulabadia		23	5
154	Mayurbhanj	Jashipur	Badmakabadi		2	1
155	Mayurbhanj	Jashipur	Bakua		2	1
156	Mayurbhanj	Jashipur	Balikhali		1	1
157	Mayurbhanj	Jashipur	Brundaban		1	1
158	Mayurbhanj	Jashipur	Chahala		10	2
159	Mayurbhanj	Jashipur	Jenabil		7	1
160	Mayurbhanj	Jashipur	Jurunda		3	1
161	Mayurbhanj	Jashipur	Kiajhari		2	1
162	Mayurbhanj	Jashipur	Astakuanr		130	27
163	Mayurbhanj	Jashipur	Kukurbhuka		101	21
164	Mayurbhanj	Jashipur	Naana		133	27
165	Mayurbhanj	Jashipur	Bareipani		137	27
166	Mayurbhanj	Jashipur	Gopinathpur		92	18
167	Mayurbhanj	Jashipur	Badasoki		52	10
168	Nawarangpur	Tentulikhunti	Talang		35	7
169	Nayagarh	Dasapalla	Raguda		8	2
170	Nayagarh	Dasapalla	Tabada		14	3
171	Nayagarh	Dasapalla	Asarada		5	1
172	Nayagarh	Dasapalla	Panabari		23	5
173	Nayagarh	Gania	Bedadi		12	2
174	Nayagarh	Gania	Damaghati		12	2
175	Nayagarh	Gania	Janakajhali		21	4
176	Nayagarh	Gania	Kumuri		6	1
177	Nayagarh	Gania	Musuguda		9	2
178	Nayagarh	Gania	Rekadi		13	3
179	Nayagarh	Gania	Salapaganda		14	3
180	Nayagarh	Gania	Serenda		4	1
181	Nayagarh	Dasapalla	Tamundi		21	4
182	Nayagarh	Dasapalla	Bhuruda		11	2
183	Nayagarh	Dasapalla	Genagenda		12	2
184	Nayagarh	Dasapalla	Jorakani		9	2
185	Nayagarh	Dasapalla	Sirisabadi		8	2
186	Nayagarh	Dasapalla	Kurumi		45	9
187	Nayagarh	Dasapalla	Kathapatani		30	6
188	Rayagada	Gudari	Majamidika	426849	7	2
189	Rayagada	Gudari	Gunangabali	426878	2	1
190	Rayagada	Muniguda	Bodakudelpadar		18	3
191	Rayagada	Kashipur	Pukijhola		13	3

192	Rayagada	KASHIPUR	PERAG	16	3
193	Rayagada	Chandrapur	Jabagudi	37	7
194	Rayagada	Muniguda	Podagudi	8	2
195	Rayagada	Muniguda	Sanakandulpada	7	1
196	Rayagada	Muniguda	Raikota	8	2
197	Rayagada	Rayagada	Sorapadu	12	2
198	Rayagada	Kashipur	Kharikona	12	2
199	Rayagada	Rayagada	Toyangiri	26	5
200	Rayagada	Kashipur	Lekhapai	26	5
201	Rayagada	Kashipur	Singamuhim	9	2
202	Rayagada	Muniguda	Mattralaku	2	1
203	Rayagada	Muniguda	Udelmaska	2	1
204	Rayagada	Muniguda	Gulgula Haimunda	26	5
205	Rayagada	Muniguda	Gunja Panju	32	6
206	Sundergarh	Lahunipada	Kolijhar	88	18
207	Sundergarh	Lahunipada	Ludhuni	139	28
208	Sundergarh	Lahunipada	Sarekela	82	16
209	Sundergarh	Lahunipada	Tikuda	53	11
210	Sundergarh	Lahunipada	Batagaon	47	9
211	Sundergarh	Lahunipada	Raisan	55	11
212	Sundergarh	Koida	Kalmanga	54	11
213	Sundergarh	Koida	Kadambidhi	102	20
214	Sundergarh	Gurundia	Padmapur	54	11
215	Sundergarh	Gurundia	Ranke	64	13
216	Sundergarh	Hemgiri	Tumbikhal (RFV)	33	7
217	Sundergarh	Lephripada	Juniani	32	6
218	Sundergarh	Tangarpalli	Bhalubahal	79	16
219	Sundergarh	Lahunipada	Gahami	18	4
220	Sundergarh	Lahunipada	Kunu	20	4
221	Sundergarh	Lahunipada	Chada	7	1
222	Boudh	Boudh	Matagadu	16	3
223	Ganjam	Patrapur	Mahulabada	12	2
224	Ganjam	Patrapur	Dhobaling	20	4
225	Ganjam	Patrapur	Baligam	29	6
226	Ganjam	Patrapur	Rampa	20	4
227	Ganjam	Digapahandi	Dekili	29	6
228	Ganjam	Surada	Budaguda	4	1
229	Koraput	Bandhugan	Upparpatesu	15	3
230	Koraput	Bandhugan	Kasu	15	3
231	Koraput	Bandhugan	Digudabari	18	4
232	Koraput	Narayanpatana	Pardiambo	14	3
233	Koraput	Narayanpatna	Raivalsa	13	3

234	Koraput	Narayanpatna	Rangajodi		11	2
235	Koraput	Narayanpatna	AMBAGUDA		6	1
236	Koraput	Pottangi	Bandhagudi		22	4
237	Rayagada	BisamCuttack	Hirsamoti		5	1
238	Rayagada	B.Cuttack	Katariguda		1	1
239	Rayagada	Chandrapur	Bangesi		9	2
240	Rayagada	Chandrapur	Goldeka		1	1
241	Rayagada	Chandrapur	Ondingi		11	2
242	Rayagada	Chandrapur	Suruguda		5	1
243	Rayagada	Kalyan Singpur	Kalti		2	1
244	Rayagada	Muniguda	Jarapa		8	2
245	Rayagada	Muniguda	Kadilirepa		5	1
246	Rayagada	Muniguda	Patana		6	1
247	Rayagada	Rayagada	Kalugam		11	2
248	Rayagada	Muniguda	Leluboru		9	2
249	Sambalpur	Nakitideul	Malipadar		2	1
250	Sambalpur	Nakitideul	Baliamb		2	1
251	Sambalpur	Naktideula	Barkachha		2	1
252	Sambalpur	Jamankira	Akhadadanda		6	1
253	Sundargarh	Lahunipara	Dhenkiaam		53	11
254	Sundargarh	Lahunipara	Kundala		13	3
255	Sundargarh	Lahunipara	Keta		13	3
256	Sundargarh	Hemgir	Haldijharia RF		8	2
257	Sundargarh	Hemgir	Satyasagar Gumpha		2	1
258	Sundargarh	Hemgir	Baghabandha		15	3
259	Rayagada	Rayagada	Muduguru		8	2
260	Rayagada	Kalyan Singpur	Bangapadi		13	3
261	Rayagada	Muniguda	Kota		16	3
262	Rayagada	Kalyan Singpur	Nisikhal		20	4
263	Rayagada	Kalyan Singpur	Lamba		30	6
264	Rayagada	Kalyan Singpur	Panchauodi		23	5
265	Ganjam	Patrapur	Mahalimba		29	6
266	Rayagada	Muniguda	Serakapadia		30	6
267	Rayagada	Muniguda	Kesarpadi		27	5
268	Rayagada	Kalyan Singpur	Lakhapadar		34	7
269	Ganjam	Patrapur	Kurugada		36	7
270	Rayagada	Gudari	Odru		35	7
271	Rayagada	Kalyan Singpur	Gumma		47	9
272	Rayagada	Kalyan Singpur	Singapata		47	9
273	Koraput	Narayanpatana	Tuturi		46	9
274	Kendrapara	Rajnagar	Charigharia		106	8
275	Koraput	Koraput	Palijodipodar		140	28

276	Rayagada	Kashipur	Kanchanmuhin		3	1
277	Rayagada	Kashipur	Bitradulki		8	2
278	Rayagada	Muniguda	Bilangadani		2	1
279	Rayagada	Muniguda	Odapanga		9	2
280	Rayagada	Muniguda	Surudipai		8	2
281	Boudh	Harbanga	Sagunibari		1	1
282	Gajapati	R.Udayagiri	Engarsing		5	1
283	Mayurbhanj	Bangriposi	Kusumtota		27	5
284	Ganjam	SORODA	DIMABADI	410917	2	1
285	Ganjam	SORODA	Krupagudi	411007	11	2
					9126	1840

3.1.2. The type of solar projects to be installed as given below:

Supply, erection and commissioning of dysfunctional composite solar HLS & SLS or components of the same.

3.1.3. Objectives

The objectives of implementing this Project are to:

3.1.3.1. Revival of the Dysfunctional Renewable assets under DDG.

3.1.3.2. Increase reliability of power with the functional HLS & SLS: Tenderer shall be responsible for supplying required quantum of power for 6-8 hours per day at the identified timing, at least for 25 days in a month for a period of Five (5) Year

3.1.3.3. All villages and households shall be electrified, strengthening and augmentation of sub-transmission & distribution infrastructure in rural areas, including metering of distribution transformers/feeders/consumers.

3.1.3.4. Generate local employment.

3.2. Roles and Responsibilities

3.2.1. Roles and Responsibilities of the Successful Bidder for the repair /revival of Solar HLS & SLS

3.2.1.1. Site visit, submission of necessary document to OREDA, Design and Engineering

- The successful bidder should conduct the joint site survey with OREDA representative and mapped the dysfunctional components of the Solar-HLS & SLS for each allocated village after receive of LOI.
- The Successful Bidder shall submit the final design, single line diagram, BOM, etc. to OREDA and obtain the approval from OREDA prior to the commencement of supply, installation works.
- The Successful Bidder shall design for an adequate protection system as per the requirement of the site by taking lightning, wind speed, rainy season, other climatic conditions, sudden surges in voltage and current, etc.
- The indicative drawing and design of a module mounting structure that can withstand a wind speed up to 200 km per hour has been provided at SOW Clause 7.5. However, depending on the actual Ground mounted SPV site conditions, the Successful Bidder may propose for a change in the design of module mounting structures with due certification from a chartered

engineer with regards to quality, durability and wind resistance capability for the abovementioned speed and install the same only after getting due approval from the Authorized Representative of OREDA.

- e) The bidders must remain prepared for submitting information such as identity proof of beneficiaries, photographs, GPS locations of the villages etc. along with installation reports.
- f) The bidders during installation of the systems will be required to install signboards indicating details of the project as per direction of OREDA.
- g) Bidders will be required to open Cluster Level Service Centres at block headquarters or any other suitable location in consultation with the concerned Asst. Director. At least one such service centre should be opened for a cluster of 20 to 25 villages. The service centres should have trained technicians to handle jobs like replacement of PCBs, minor repairs etc. Such service centres should also be provided with adequate tools as well as spare and consumables to provide services to all the beneficiaries within its jurisdiction.
- h) Bidders will also be required to open at least one State Level Service Centre in Bhubaneswar having trained personnel, adequate spares & consumables and facilities to undertake component level repairs of PCBs etc and all other repairs / services that cannot be provided by the cluster level service centres.
- i) Internal wiring of each house including provision of 3 LED bulb light, 1 tube light, a USB mobile charging point & sockets etc all within a capacity of 200 W only as per given technical specifications.
- j) Repairing street lights installed @ 10% of the total numbers of households in suitable locations in the village so as to illuminate the streets, approach roads etc.
- k) Testing and commissioning the entire solar HLS as well as service connection etc.
- l) Operation and maintenance of the installed systems for a period of 05 years from the date of installation.
- m) Handing over of the system to State Government through the concerned DISCOM in good working condition as per the discretion of OREDA.

3.2.1.2. Supply of Equipment

- a) The Successful Bidder shall supply all the defunct equipment's as per the Technical Specification given SOW clause no 7.5.
- b) The Successful Bidder shall be responsible for the supply of all defunct equipment's including but not limited to solar photovoltaic modules, module mounting structures, charge controllers, batteries, wiring and the balance of systems.
- c) The Successful Bidder shall be responsible for procuring, packing, forwarding, loading, unloading, safekeeping, and handling of all Equipment including insurance coverage all the time until Acceptance of the HLS pursuant to SOW Clause 3.2.1.2.
- d) The Successful Bidder shall provide the Spares as given in SOW Clause 7.5.3 and shall ensure to maintain the safety stock all the time until the expiry of the Work Order.

3.2.1.3. Installation

- a) The Successful Bidder shall be responsible for carrying out the installation of all Equipment as per the design, SLDs, etc. approved by OREDA pursuant to SOW Clause 3.2.3.1.
- b) The Successful Bidder shall ensure that there shall not be any invasion/ damage whatsoever to the villager's houses.
- c) The Successful Bidder shall ensure to have a clean and tidy installation of the solar-HLS & SLS.
- d) The Successful Bidder shall ensure to consider the safety aspects into consideration and shall not leave any loose cables to lie on the rooftops.

- e) The Successful Bidder shall ensure proper display boards mentioning the name of village, Project capacity, date of Commissioning, contact details of OREDA and Successful Bidder should be placed at control room.
- f) The Successful Bidder shall ensure danger boards, safety boards, etc. should be placed at suitable locations as per the Applicable Law and Prudent Utility Practices.
- g) The Successful Bidder shall ensure that the charge controller is wall mounted / Floor Mounted.
- h) The Successful Bidder shall ensure that earthing flats do not touch the roof/ walls at any place and sufficient insulators shall be provided for the same.
- i) The Successful Bidder shall ensure the protection of life and property likely to be endangered due to the installation of solar HLS & SLS.

3.2.1.4. Testing and Commissioning

- a) After completion of installation works, the Successful Bidder shall complete the testing and Commissioning in the presence of the Authorized Representative of OREDA and RE cell of Zilla Parishad of the respective districts as well as the designated representative of the DISCOM and authorized representative of the concerned village. The committee comprising of the above persons shall be termed as the Commissioning Committee.
- b) The Successful Bidder shall take consultation from the Commissioning Committee on finalizing a date and time of testing and Commissioning.
- c) Upon completion of testing and Commissioning, the Commissioning Committee shall issue the Joint Commissioning Certificate to the Successful Bidder as per the format given in SOW Clause 3.3.1.5.
- d) The format for the Commissioning Report is given in SOW Clause 3.3.1.4.

3.2.1.5. Acceptance

- a) Tenderer shall be responsible for supplying required quantum of power for 6-8 hours per day at the identified timing, at least for 25 days in a month for a period of Five (5) Year
- b) The performance and health of the HLS & SLS will be monitored for a period of ninety (90) Days from the date of Commissioning.
- c) The Commissioning Report followed during Commissioning as given in SOW Clause 3.3.1.4 shall be performed again before issuance of the Acceptance Certificate as per format given in SOW Clause 3.3.1.6.
- d) Upon Acceptance, the Comprehensive Maintenance of the solar mini-grid shall begin as per SOW Clause 3.2.1.7

3.2.1.6. Comprehensive Maintenance

- a) Handing over of the system to State Government through the concerned DISCOM in good working condition along with all spares after commissioning/acceptance of the project.
- a) Post handing over vendor shall seek instructions from respective DISCOM for entire CMC period.
- b) The vendor is required to carryout Maintenance work as per OREDA directives until receipt of suitable guidelines from respective DISCOMs.

3.2. Technical details of Project

3.3.1. Technical details of SOLAR HLS & SLS

- 3.3.1.1. **Technical Specifications:** The Technical Specification of all Equipment are provided in Annexure 7.5.1.
- 3.3.1.2. **Designs and Drawings:** The Designs and Drawings of the Project are provided in Annexure 7.5.2.
- 3.3.1.3. **Spares:** The Spares of the Project are provided in Annexure 7.5.3.
- 3.3.1.4. **Commissioning Report:** The detailed Commissioning procedure is provided in Annexure 7.5.4.
- 3.3.1.5. **Joint Commissioning Certificate:** The format of the Joint Commissioning Certificate is provided in Annexure 7.5.5.
- 3.3.1.6. **Acceptance Certificate:** The format of the Acceptance Certificate is provided in Annexure 7.5.6.
- 3.3.1.7. **Scheduled Maintenance:** The detailed procedure and checklist for performing Scheduled Maintenance are provided in Annexure 7.5.7.

3.4. Project Timelines

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

Activities	Project Timelines
Issue of Letter of Intent by OREDA	T0
Response to Letter of Intent by the Successful Bidder	T1 = T0 + forty-five (45) Days
Issue of Work Order by OREDA	T2 = T1+ seven (7) Days
Commissioning	T3 = T2 + one hundred twenty (120) Days
Acceptance	T4 = T3 + ninety (90) Days
CMC start date	T5 = T3 + one (1) Days
CMC end date	T6 = T5+ Five (05) Years

T0: Issue of LOI by OREDA

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

4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	<p>Applicability:</p> <p>The Bidder must be a</p> <p>4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or</p> <p>4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or</p> <p>4.1.1.3. Sole proprietorship firm under the relevant laws in India.</p> <p>Note: Joint venture, consortium and sub-contracting are not allowed.</p>	<p>The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>The Bidder must submit Bid Form 12.</p>
4.1.2.	<p>Applicability:</p> <p>The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.</p>	<p>The Bidder shall submit a self-certification by an authorized person duly notarized to this effect.</p> <p>The Bidder must submit Bid Form 9.</p>

4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	<p>Applicability:</p> <p>The Bidder must be in possession of the valid test certificates of solar photovoltaic modules, charge controllers, batteries and street lighting systems from MNRE/ BIS/ NABL authorized test laboratories only. Such test certificates must have the IEC and IP standards from any valid MNRE accredited test labs as given in Appendix Form 8 of Appendix Clause 7.5.8 and Appendix Form 8 of Appendix Clause 7.6.8.</p>	<p>The Bidder must declare that it will possess the test reports and data sheets in the name of OEM only along with the authorization letter from Original Equipment Manufacturer (OEM). The test reports and datasheets for particular Equipment must be submitted in the name of a single OEM only. However, the change of OEM is permissible during the course of work on assigning sufficient reason for the same and submission of the latest datasheets and test reports from MNRE approved labs and subject to approval from OREDA.</p> <p>The Bidder must submit Bid Form 8 of Section 7 (Annexure).</p> <p>Note: The proof of all documents showcasing the possession of such copies of the Test Certificates by the Bidder shall be submitted as per the instructions given under the Letter of Intent and not at the time of bidding.</p>
4.2.2.	<p>Applicability:</p> <p>The Bidder must have established high quality, environment management system, and information security standards in place and must have ISO 9001 and ISO 14001 certifications for solar photovoltaic modules, charge controllers, batteries and street lighting system.</p>	<p>The Bidder shall declare that it has a copy of the ISO certificate for ISO 9001 and will possess a copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), Supported by a letter of authorization from the OEM.</p> <p>The Bidder must submit Bid Form 16 of Section 7 (Annexure).</p> <p>Note: The documentary evidence shall be submitted as a part of the response to the Letter of Intent and prior to issuance of the Work Order, and not at the time of bidding.</p>

4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.3.1.	<p>Applicability:</p> <p>The Bidder must have the experience of installing and commissioning of cumulative 2000 nos of Solar Home Lighting System (HLS) in India during Ten 10 years from the last date of online submission of the Technical Bid in India.</p>	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the Joint Commissioning Certificate issued by concerned organization/Government/Agency/institution.</p> <p>The Bidder must submit Bid Form 6 of Section 7 (Annexure).</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information. 2. The joint commissioning certificate shall clearly mention the capacity and the date of commissioning. <p>The Bidder must submit Bid Form 6 of Section 7 (Annexure).</p>
4.3.2.	<p>Applicability:</p> <p>The Bidder must have a good track record of maintenance of the Solar HLS installed at least for 5 years.</p> <p>The bidder must have properly maintained the installed solar HLS & SLS. The average functionality rate as on the last date of submission of the bids must be more than 90%. In order to establish such functionality rate, the bidder must submit relevant information in the given format at 7.9.</p>	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the experience certificate /Joint Commissioning Certificate issued by Government, PSUs, Government Agencies/ or any other establishment registered under the Society Registration Act, 1860 or The Indian Trust Act, 1882.</p> <p>However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information. 2. The experience certificate/joint commissioning certificate shall clearly mention the capacity and the date of commissioning. The Joint Commissioning Certificate issued by only the concerned government authority as per the Prudent Utility Practices followed. <p>The bidder must submit a self-declaration against this along with the detailed of the project installed and maintained for minimum 5 years.</p> <p>Bid will be liable for cancellation and bidder will be blacklisted in the case of submission of forged documents.</p>

4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.4.1.	<p>Applicability:</p> <p>The Bidder must have an aggregate average annual turnover of not less than 05 Cr INR in any of the three years out of the last five (5) financial years from FY 18-19, FY19-20, FY20-21, FY 21-22, FY 22-23 from the solar business only.</p>	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</p> <p>It is important to note that the annual turnover for each financial year shall be the income/ earning/ revenue from the solar business only; and other income (if any) shall not be considered for evaluation.</p>

5. General Conditions of Contract (GCC)

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

5.1. General

5.1.1. Work Order

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

5.1.2. Amendment

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

5.1.3. Independent Successful Bidder

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

5.1.4. Non-waiver

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

5.1.5. Severability

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

5.1.6. Communications

- 5.1.6.1. Wherever these conditions provide for issuing approvals, certificates, consents, determinations, notices, requests, and discharges, these communications shall be:
 - a) in writing along with a copy being sent to the other Party and delivered against its receipt; and
 - b) Delivered, sent, or transmitted to the address of either Party, as stated in Work Order.

5.1.7. Law

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

5.1.8. Language

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

5.1.9. Integrity Violation

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

5.1.9.2. Applicable as per ITB Clause 1.1.2.2

5.2. Payment

5.2.1. Capex

5.2.1.1. The Capex shall be as specified in the Work Order.

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

5.2.1.3. Subject to SOW Clause 3.2.2, the Successful Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Capex, which shall, except as otherwise provided for in the Work Order, cover all its obligations under the Work Order.

5.2.2. Terms of Payment

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

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

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

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

5.2.3. Taxes

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

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

5.2.4. Performance Security

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

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

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

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

5.2.5. Inco terms

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

5.3. Intellectual Property

5.3.1. License/ Use of Technical Information

- 5.3.1.1. For the Commissioning until Acceptance of the Project and during the CMC Period, the Successful Bidder hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to OREDA under the patents, utility models or other industrial property rights owned by the Successful Bidder or by a third party from whom the Successful Bidder has received the right to grant licenses there under, and shall also grant to OREDA a nonexclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to OREDA under the Work Order. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how, or other intellectual property rights from the Successful Bidder or any third party to OREDA.
- 5.3.1.2. The copyright in all drawings, documents and other materials containing data and information furnished to OREDA by the Successful Bidder herein shall remain vested in the Successful Bidder or, if they are furnished to OREDA directly or through the Successful Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

5.3.2. Confidential Information

- 5.3.2.1. The Parties shall keep confidential and shall not, without the written consent of the other Party, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto, whether such information has been furnished prior to, during or following termination of the Work Order. Notwithstanding the above, a Party may furnish to its third parties such documents, data and other information it receives from the other Party to the extent required for the third parties to perform all the obligations under the Work Order, in which event the Party shall obtain from such third parties an undertaking of confidentiality similar to that imposed on the Party under this GCC Clause 5.3.2 and submit a copy of the same to the other Party with an immediate effect.
- 5.3.2.2. A Party shall not use such documents, data, and other information received from the other Party for any purpose other than for this Project and services as are required for the performance of the Work Order.
- 5.3.2.3. The obligation of a Party under GCC Clauses 5.3.2.1 and 5.3.2.2 above, however, shall not apply to that information which
- a) now or hereafter enters the public domain through no fault of that Party;
 - b) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto; and
 - c) Otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.
- 5.3.2.4. The above provisions of this GCC Clause 5.3.2 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Work Order in respect of the Project or any part thereof.
- 5.3.2.5. The provisions of this GCC Clause 5.3.2 shall survive termination, for whatever reason, of the Work Order.

5.4. Execution of the Project

5.4.1. Representatives

5.4.1.1. Authorized Representative of OREDA

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

5.4.1.2. Project Manager, Construction Manager, and CMC Manager

- a) The name of the Project Manager representing the Successful Bidder shall be generally mentioned in the Work Order. If the Successful Bidder's representative as Project Manager is not named in the Work Order, then within seven (7) Days of the Effective Date, the Successful Bidder shall appoint the Project Manager and shall request OREDA in writing to approve the Project Manager so appointed. If OREDA makes no objection to the appointment within seven (7) Days, the Project Manager shall be deemed to have been approved. If OREDA objects to the appointment within seven (7) Days, then the Successful Bidder shall appoint a replacement within seven (7) Days of such objection, and the foregoing provisions of this GCC Clause 5.4.1.2 a) shall apply thereto.
- b) The Project Manager shall represent and act for the Successful Bidder at all times during the performance of the Work Order and shall give to the Authorized Representative of OREDA all the Successful Bidder's notices, instructions, information, and all other communications under the Work Order.
All notices, instructions, information, and all other communications given by OREDA or the Authorized Representative of OREDA to the Successful Bidder under the Work Order shall be given to the Project Manager or, in its absence, its deputy, except as herein otherwise provided.
The Successful Bidder shall not revoke the appointment of the Project Manager without OREDA's prior written consent. If OREDA consents thereto, the Successful Bidder shall appoint some other person as the Project Manager, pursuant to the procedure set out in GCC Clause 5.4.1.2 a).
- c) The Project Manager may, subject to the written approval of OREDA, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time; however, any such delegation or revocation shall be subject to a prior notice signed by the Project Manager and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Authorized Representative of OREDA.
- d) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause 5.4.1.2 c) shall be deemed to be an act or exercise by the Project Manager.
- e) From the commencement of works of the Project at the site until installation, Commissioning and Acceptance, the Project Manager shall additionally appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the site by the Successful Bidder and shall be present at the site as required during the performance of the Work Order in accordance with the terms of the Work Order. Whenever the Construction Manager is absent from the site, the Project Manager shall appoint a suitable person to act as the Construction

Manager's deputy with prior notice of seven (7) Days before such a replacement and shall inform OREDA in writing prior to such changes.

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

5.4.2. Work program

5.4.2.1. Successful Bidder's Organization

Within Fifteen (15) Days from the Effective Date, the Successful Bidder shall submit to OREDA an organization chart showing the proposed team to be established by the Successful Bidder for carrying out work on the Project within the Project Timelines for achieving Commissioning and Acceptance as mentioned in SOW Clause 3.4. The organization chart shall include the identities of the key personnel and the short curricula vitae of such key personnel to be employed. The Successful Bidder shall promptly inform the Authorized Representative of OREDA in writing of any revision or alteration of such an organization chart, as applicable.

5.4.2.2. Detailed Work plan

Within fifteen (15) Days from the Letter of Intent, the Successful Bidder shall submit to the Authorized Representative of OREDA a Detailed Work plan, made in a form acceptable to the Authorized Representative of OREDA and showing the sequence in which it proposes to achieve the Commissioning and Acceptance in line with the Project Timelines.

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

5.4.2.3. Progress of Detailed Work plan

If at any time the Successful Bidder's actual progress falls behind the Detailed Work plan, or it becomes apparent that it will so fall behind, the Successful Bidder shall promptly prepare and submit to the Authorized Representative of OREDA a revised Detailed Work plan without changing any timelines with reference to the Project Timelines, taking into account the prevailing circumstances, and shall notify the Authorized Representative of OREDA of the steps being taken to expedite progress so as to achieve the Commissioning and Acceptance of the Project within the Project Timelines, any extension thereof entitled under GCC Clause 5.7.2, or any extended period as may otherwise be notified by OREDA.

5.5. Guarantees and Liabilities

5.5.1. Delay Liquidated Damages

5.5.1.1. The Successful Bidder guarantees that it shall achieve the Commissioning of the Project as per the Project Timelines or any extension thereof entitled under GCC Clause 5.7.2.

5.5.1.2. In case of failure on the part of the Successful Bidder to achieve the Commissioning timelines pursuant to GCC Clause 5.5.1.1, the Successful Bidder shall pay to OREDA a Delay Liquidated Damage for a sum equivalent to one percent (1%) of the Capex for each week of the delay from the target date of Commissioning, to be calculated on pro-rata basis for each Day of delay, subject to a maximum of five percent (5%) of the Capex.

- 5.5.1.3. Once the maximum limit of five (5%) is reached, OREDA may consider terminating the Work Order and forfeit the Performance Security without prejudice to the other remedies of the Work Order. However, the Chief Executive, OREDA may at own discretion allow reasonable time extension upon the written application of the Successful Bidder. If the delay is considered intentional or due to the negligence of the Successful Bidder, no extension can be allowed with the imposition of Delay Liquidated Damages. If the delay is considered to be genuine, then a suitable time extension can be allowed with/ without the imposition of the delay Liquidated Damages, to be evaluated on a case-to-case basis.
- 5.5.1.4. The payment of liquidated damages shall not in any way relieve the Successful Bidder from any of its obligations to complete the Project or from any other obligations and liabilities of the Successful Bidder under the Work Order.
- 5.5.1.5. The Delay Liquidated Damages shall be inclusive of all applicable taxes as applicable under the laws of India and such applicable taxes shall be borne by the Successful Bidder only.
- 5.5.1.6. The Successful Bidder acknowledges that the Delay Liquidated Damages payable by the Successful Bidder under this Work Order are a genuine pre-estimate of the losses suffered by OREDA and the compensation as contemplated is reasonable and not by way of any penalty.

5.5.2. Warranty

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

5.5.3. Defect Liability

- 5.5.3.1. The Successful Bidder warrants that the Project or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Project supplied and of the work executed.
- 5.5.3.2. The Defect Liability Period shall be five (5) Years from the date of Acceptance of the Project.
- 5.5.3.3. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Project supplied or of the work executed by the Successful Bidder, the Successful Bidder shall promptly, in consultation and agreement with OREDA regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Project caused by such defect.
- 5.5.3.4. OREDA shall give the Successful Bidder a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. OREDA shall afford all reasonable opportunities for the Successful Bidder to inspect any such defect.
- 5.5.3.5. The Successful Bidder may, with the consent of OREDA, remove from the site any Project or any part of the Project that are defective if the nature of the defect, and/or any damage to the Project caused by the defect, is such that repairs cannot be expeditiously carried out at the site.
- 5.5.3.6. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Project or any part thereof, OREDA may give to the Successful Bidder a notice requiring that tests of the defective part of the Project shall be made by the Successful Bidder immediately upon completion of such remedial work, whereupon the Successful Bidder shall carry out such tests.

If such part fails the tests, the Successful Bidder shall carry out further repair, replacement or making good, as the case may be, until that part of the Project passes such tests. The tests shall be agreed upon by OREDA and the Successful Bidder.
- 5.5.3.7. If the Successful Bidder fails to commence the work necessary to remedy such defect or any damage to the Project caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) Days), OREDA may, following notice to the Successful Bidder, proceed to do such work through a third party, and the reasonable costs incurred by OREDA in connection therewith shall be paid to OREDA by the Successful Bidder or may be deducted by OREDA from any monies due to the Successful Bidder or claimed under the Performance Security.
- 5.5.3.8. If the Project or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Project or such part, as the case may be, shall be extended by a period equal to the period during which the Project or such part cannot be used by OREDA because of any of the aforesaid reasons.

5.5.3.9. Except as provided in GCC Clauses 5.5.2 and GCC Clause 5.6.3, the Successful Bidder shall be under no liability whatsoever and howsoever arising, and whether under the Work Order or at law, in respect of defects in the Project or any part thereof, the design or engineering or work executed that appear after Acceptance of the Project or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Successful Bidder.

5.5.4. Patent Indemnity

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

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

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

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

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

5.5.5. Limitation of Liability

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

- a) the Successful Bidder shall not be liable to OREDA, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful Bidder to pay the Delay Liquidated Damages to OREDA; and
- b) the maximum liability of the Successful Bidder to OREDA, whether under the Work Order, in tort or otherwise, shall not exceed twenty five percent (25%) of the Capex.

5.6. Risk Distribution

5.6.1. Transfer of Ownership

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

- a) Issuance of a certificate by the Successful Bidder stating that the Successful Bidder is free and clear from any and all claims, liens, security interest, encumbrances, unpaid vendors'/ suppliers' lien or otherwise, arising out of or in connection to the performance of the Work Order as per Annexure Clause 7.8; and
- b) Issuance of Acceptance Certificate by OREDA.

5.6.2. Risk

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

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

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

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

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

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

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

5.6.4. Insurance

5.6.4.1. The Successful Bidder shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect until the issuance of the Acceptance Certificate, the insurances set forth below in the sums and with the deductibles and other conditions. The identity of the insurers and the form of the policies shall be subject to the approval of OREDA, who should not unreasonably withhold such approval.

- a) Cargo Insurance During Transport: Covering loss or damage occurring while in transit from the Successful Bidder's works or stores, etc. until arrival at the Project site valid all the time starting from Effective Date until Commissioning.
- b) Installation All Risks Insurance: Covering physical loss or damage to the Project at the Project site valid all the time starting from Effective Date until Commissioning.
- c) Automobile Liability Insurance: Covering the use of all vehicles used by the Successful Bidder, whether or not owned by them, in connection with the execution of the Work Order valid all the time starting from Effective Date until Commissioning.
- d) Workers' Compensation: In accordance with the statutory requirements applicable in India valid all the time starting from Effective Date until the end of the CMC Period.

5.6.4.2. OREDA shall be named as co-insured under all insurance policies taken out by the Successful Bidder pursuant to GCC Clause 5.6.4.1, except for the Third Party Liability, Workers' Compensation and the Successful Bidder's employees and representatives shall be named as co-insureds under all insurance policies taken out by the Successful Bidder pursuant to GCC Clause 5.6.4.1 except for the Cargo Insurance During Transport and Workers' Compensation. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Work Order shall be waived under such policies.

5.6.4.3. The Successful Bidder shall deliver to OREDA certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect.

5.6.4.4. If the Successful Bidder fails to take out and/or maintain in effect the insurances referred to in GCC Clause 5.6.4.1, OREDA may take out and maintain in effect any such insurances and may from time to time deduct from any amount due to the Successful Bidder under the Work Order any premium that

OREDA shall have paid to the insurer, or may otherwise recover such amount from any monies due to the Successful Bidder or claimed under the Performance Security.

5.6.4.5. Unless otherwise provided in the Work Order, the Successful Bidder shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 5.6.4, and all monies payable by any insurers shall be paid to the Successful Bidder. OREDA shall give to the Successful Bidder all such reasonable assistance as may be required by the Successful Bidder.

5.6.5. Change in Laws and Regulations

5.6.5.1. If, after the last date of online Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Successful Bidder and/or the time for achieving the Commissioning and Acceptance along with the Work Order price shall be correspondingly increased or decreased, and/ or the Time for achieving Commissioning and Acceptance shall be reasonably adjusted to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Work Order.

Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

5.6.6. Force Majeure

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

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

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

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

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

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

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

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

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

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

5.7. Change in Work Order Elements

5.7.1. Change Order

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

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

5.7.1.3. If the Owner issues a Change Order notice, the variations could in the range of \pm (fifty percent) 50% of the total bidding quantum and there shall be no change in the prices as quoted by the Bidder in its Price Bid. There shall be no change in Project Timelines.

5.7.2. Extension of achieving Commissioning and Acceptance

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

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

5.7.3. Suspension

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

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

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

5.7.4. Termination

5.7.4.1. Termination for OREDA's Convenience

- a) OREDA may at any time terminate the Work Order for any reason by giving the Successful Bidder a notice of termination that refers to this GCC Clause 5.7.4.1.
- b) Upon receipt of the notice of termination as per the GCC Clause 5.7.4.1 a), the Successful Bidder shall either immediately or upon the date specified in the notice of termination
 - i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,

- ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1a)i(b),
- iii. remove all Successful Bidder's tools and tackles from the site, repatriate the Successful Bidder's and its personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition, and
- iv. subject to the payment specified in GCC Clause 42.1.3,
 - (a) deliver to OREDA the parts of the Project executed by the Successful Bidder up to the date of termination, and
 - (b) deliver to OREDA all non-proprietary drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.
- c) In the event of termination of the Work Order under GCC Clause 5.7.4.1 a), OREDA shall pay to the Successful Bidder the following amounts:
 - i. the Work Order Price, properly attributable to the parts of the Project executed by the Successful Bidder as of the date of termination

5.7.4.2. Termination for Successful Bidder's Default

- a) OREDA, without prejudice to any other rights or remedies it may possess, may terminate the Work Order forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Successful Bidder, referring to this GCC Clause 5.7.4.2:
 - i. if the Successful Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Successful Bidder is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Successful Bidder takes or suffers any other analogous action in consequence of debt
 - ii. if the Successful Bidder assigns or transfers the Work Order or any right or interest therein in violation of the provision of GCC Clause 5.7.5.
 - iii. if the Successful Bidder, in the judgment of OREDA has engaged in Integrity Violation practices, as defined in GCC Clause 5.1.9.
- b) If the Successful Bidder
 - i. has abandoned or repudiated the Work Order
 - ii. has without valid reason failed to commence work on the Project promptly or has suspended the progress of Work Order performance for a prolonged period even after receiving a written instruction from OREDA to proceed
 - iii. persistently fails to execute the Work Order in accordance with the Work Order or persistently neglects to carry out its obligations under the Work Order without just cause
 - iv. refuses or is unable to provide sufficient materials, services or labour to execute and complete the Project in the manner specified in the Project Timelines as per SOW Clause 3.4 at rates of progress that give reasonable assurance to OREDA that the Successful Bidder can attain Commissioning and Acceptance of the Project,

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

- c) Upon receipt of the notice of termination under GCC Clause 5.7.4.2, the Successful Bidder shall, either immediately or upon such date as is specified in the notice of termination,
 - i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,

- ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1(b),
 - iii. deliver to OREDA the parts of the Project executed by the Successful Bidder up to the date of termination complete in all respect, and
 - iv. deliver to OREDA all drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.
- d) OREDA may enter upon the site, expel the Successful Bidder, and complete the Project itself or by employing any third party. OREDA may, to the exclusion of any right of the Successful Bidder over the same, take over and use with the payment of a fair rental rate to the Successful Bidder, with all the maintenance costs to the account of OREDA and with an indemnification by OREDA for all liability including damage or injury to persons arising out of OREDA's use of such Equipment, any Successful Bidder's equipment owned by the Successful Bidder and on the site in connection with the Project for such reasonable period as OREDA considers expedient to achieve the Commissioning and Acceptance.

Upon completion of the Project or at such earlier date as OREDA thinks appropriate, OREDA shall give notice to the Successful Bidder that such Successful Bidder's equipment will be returned to the Successful Bidder at or near the site and shall return such Successful Bidder's equipment to the Successful Bidder in accordance with such notice. The Successful Bidder shall thereafter without delay and at its cost remove all

Successful Bidder's tools and tackles from the site, repatriate the Successful Bidder's personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition.

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

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

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

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

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

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

5.7.5. Assignment

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

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

5.8. Disputes and Arbitration

5.8.1. Mutual Settlement

- 5.8.1.1. If any dispute or difference shall arise between OREDA and the Successful Bidder out of, relating to or in connection with the Work Order (including its existence, breach, termination or validity) or the performance of the Comprehensive Maintenance under the Work Order, it shall, in the first instance be referred to the Chief Executive, OREDA and the Successful Bidder's senior management. The Chief Executive, OREDA shall make every effort to amicably resolve the dispute or differences arising between the Parties and provide its written decision within a maximum time period of fifteen (15) Days of the dispute being referred to it by either Party.
- 5.8.1.2. If the Chief Executive, OREDA has given its written decision to the Parties and no claim to arbitration has been communicated to it by either Party within two (2) Days from receipt of such notice, the said decision shall become final and binding on the Parties.
- 5.8.1.3. In the event that the Chief Executive, OREDA fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either OREDA or the Successful Bidder is dissatisfied with any such decision, either Party may, within fifteen (15) Days after the date on which such decision is required to be provided in accordance with GCC Clause 5.8.1.1, whether the decision is provided by the Chief Executive, OREDA during such period or not, refer the matter to the Energy Secretary to the Government of Odisha for a resolution.
- 5.8.1.4. The Energy Secretary to the Government of Odisha shall make every effort to amicably resolve the dispute or differences arising between the Parties and provide its written decision within a maximum time period of seven (7) Days of the dispute being referred to it by either Party.
- 5.8.1.5. In the event that the Energy Secretary to the Government of Odisha fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either OREDA or the Successful Bidder is dissatisfied with any such decision, either Party may, within fifteen (15) Days after the date on which such decision is required to be provided in accordance with GCC Clause 5.8.1.4, whether the decision is provided by the concerned Secretary of the admin department to the Government of Odisha during such period or not, refer the matter in dispute to arbitration as hereinafter provided in GCC Clause 5.8.2.
- 5.8.1.6. The Successful Bidder shall continue to perform its obligations under this Contract during this mutual settlement.

5.8.2. Arbitration

- 5.8.2.1. If disputes or differences between the Parties are not resolved under Clause 5.8.1, the same shall be referred for arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 5.8.2.2. The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed by the Parties mutually, in accordance with the Arbitration and Conciliation Act, 1996.
- 5.8.2.3. The Successful Bidder shall continue to perform its obligations under this Contract during the arbitration proceedings.
- 5.8.2.4. The arbitration proceedings shall be in English and shall take place in Bhubaneswar, Odisha. The courts in Bhubaneswar, Odisha shall have jurisdiction on any matter connected with or arising under this Contract. The law governing the arbitration and the process shall be Indian law only.
- 5.8.2.5. The arbitration shall be the sole and exclusive remedy between the Parties regarding the dispute referred to arbitration and any claims, counterclaims, issues or accountings presented to the tribunal in connection with such dispute.
- 5.8.2.6. The award rendered in any arbitration commenced hereunder shall be final, conclusive, and binding on the Parties.
- 5.8.2.7. The Parties hereby undertake to implement the award with an immediate effect.

6. Special Conditions of Work Order (SCC)

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

6.1. Specific provisions of GCC

SCC Clause reference	GCC Clause reference	Detailed Clause												
6.1.1.	GCC Clause 5.2.2.1	<p>Payment:</p> <p>The payment shall be made in the following manner:</p> <table border="1"> <thead> <tr> <th>Milestone</th> <th>Payment term</th> <th>Support documents</th> </tr> </thead> <tbody> <tr> <td>Interim Payment (Supply of Materials)</td> <td>Fifty percent (50%) of the Initial Capex along with applicable tax at the time of invoicing</td> <td> <ul style="list-style-type: none"> Material supply report duly verified and signed by Assistant Director (Technical) & respective authorised village representative. </td> </tr> <tr> <td>On achievement of Commissioning of the Project</td> <td>Forty percent (40%) of the Total Price at applicable tax</td> <td> <p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> Joint Commissioning Certificate Warranty certificate GPS based photograph </td> </tr> <tr> <td>On achievement of Acceptance of the Project</td> <td>Balance ten percent (10%) of the Total Price along with applicable tax</td> <td> <ul style="list-style-type: none"> Performance cum acceptance certificate duly signed by Assistant Director (Tech.) & authorised village representative. </td> </tr> </tbody> </table>	Milestone	Payment term	Support documents	Interim Payment (Supply of Materials)	Fifty percent (50%) of the Initial Capex along with applicable tax at the time of invoicing	<ul style="list-style-type: none"> Material supply report duly verified and signed by Assistant Director (Technical) & respective authorised village representative. 	On achievement of Commissioning of the Project	Forty percent (40%) of the Total Price at applicable tax	<p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> Joint Commissioning Certificate Warranty certificate GPS based photograph 	On achievement of Acceptance of the Project	Balance ten percent (10%) of the Total Price along with applicable tax	<ul style="list-style-type: none"> Performance cum acceptance certificate duly signed by Assistant Director (Tech.) & authorised village representative.
Milestone	Payment term	Support documents												
Interim Payment (Supply of Materials)	Fifty percent (50%) of the Initial Capex along with applicable tax at the time of invoicing	<ul style="list-style-type: none"> Material supply report duly verified and signed by Assistant Director (Technical) & respective authorised village representative. 												
On achievement of Commissioning of the Project	Forty percent (40%) of the Total Price at applicable tax	<p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> Joint Commissioning Certificate Warranty certificate GPS based photograph 												
On achievement of Acceptance of the Project	Balance ten percent (10%) of the Total Price along with applicable tax	<ul style="list-style-type: none"> Performance cum acceptance certificate duly signed by Assistant Director (Tech.) & authorised village representative. 												

SCC Clause reference	GCC Clause reference	Detailed Clause
6.1.2.	GCC Clause 5.5.2.1	<p>Warranty:</p> <p>The Warranty in respect of the new Equipment supplied shall be as follows:</p> <ul style="list-style-type: none"> Solar photovoltaic modules: Performance Warranty with guaranteed ninety percent (90%) production at the end of 10th year of operation and 80% (eighty percent) at the end of the 25th year of operation from the date of Commissioning of the Project. Product Warranty for a period of five (5) years from the date of Commissioning of the Project. Charge controller: Product Warranty period of 05 (Five) years from the date of Commissioning of the Project. Module mounting structures: Product Warranty period of 05(Five) years from the date of Commissioning of the Project. Balance of system (including batteries): Product Warranty period of 05(Five) years from the date of Commissioning of the Project. <p>As a testimony, the Successful Bidder must submit the Warranty certificate and service agreement with the OEM/ suppliers prior to achieving Commissioning of the Project. Any defect noticed during the Warranty period should be rectified/</p>

		<p>replaced by the Successful Bidder either through OEM/ suppliers or by itself, free of cost, upon due intimation by OREDA.</p> <p>In case any OEM/ supplier provides a Warranty period more than five (05) years from the date of Commissioning of the Project, then the Successful Bidder shall provide the same to OREDA even if the Warranty period exceeds the CMC Period.</p>
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7. Annexure

7.1. Bid Forms – Technical Bid

7.1.1. Bid Form 1 (Bid Processing Fee)

Bid Processing Fee

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha. Email: ceoreda@oredaorissa.com

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.2. Bid Form 2 (Cost of Bid)

Cost of Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.3. Bid Form 3 (Bid Security)

Bid Security

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

Bid Security (applicable only in case of Bank Guarantee)

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

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

Date: [DD MMM YYYY]

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha. Email: ceoreda@oredaorissa.com

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit its Bid for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year with reference to NIT no. [insert NIT no.] dated [DD MMM YYYY].

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

AND WHEREAS we have agreed to give the Bidder such a Bid Security in the form of this Bank Guarantee.

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

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

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

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

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

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

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

Our branch at [Name and address of the branch] is liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of

the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

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

Additional Performance Security (as applicable)

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

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

Date: [DD MMM YYYY]

To

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

WHEREAS M/s. [insert name of the Successful Bidder] having its registered office at [insert address] (hereinafter called "the Successful Bidder") has been selected as the Successful Bidder for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year with reference to NIT no. [insert NIT no.] dated [DD MMM YYYY] and Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY].

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

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

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

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

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

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

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "Orissa Renewable Energy Development Agency" in the bank and branch "Axis Bank Ltd., Mancheswar Branch, Bhubaneswar" having the account no. 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 Successful Bidder name] whose behalf this guarantee has been given.

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

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

7.1.4. Bid Form 4 (Power of Attorney)

Power of Attorney

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

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

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha. Email: ceoreda@oredaorissa.com

Know all men by these presents, We, [name of the executant(s)], do hereby constitute, appoint and authorize [name of the Authorized Signatory] as the Authorized Signatory presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] as our true and lawful representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the selection as an Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in. 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Years with reference to the NIT no. [insert NIT no.] dated [DD MMM YYYY] issued by Odisha Renewable Energy Development Agency ("OREDA").

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

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

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

Signature of the executant Name:

Designation:

Address:

Company:

Accepted by

Signature of the Authorized Signatory

Name:

Designation:

Address:

Company:

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

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

WITNESS

Signature:
Name:
Address:

Signature:
Name:
Address:

Notes:

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

Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.]

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

Resolved that we, [insert name of the Bidder], do agree to participate in the NIT invited by OREDA vide NIT no. [insert NIT no.] dated [DD MMM YYYY] for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for Design, Engineering, Supply, Installation, Testing
RESOLVED FURTHER THAT, [insert name of the Bidder] agrees to unconditionally accept all terms and conditions mentioned in the aforementioned Bidding Document.

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

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

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

Name of the Authorized Signatory
Specimen signature of Authorized Signatory

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

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

Covering Letter of Technical Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT 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 Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year

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 NIT no. mentioned above.

We are submitting our Bid and we have applied for the following Project:

Cumulative Nos of Solar HLS	Cumulative Nos of Solar SLS	Applied for the Project
9283	1876	[Yes/ No]

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 NIT anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Technical Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA.
2. We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Technical Bid shall result in rejection of our Technical Bid.
3. We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Technical Bid. In case of any false documents submitted and found any time in the future, we shall be liable to be proceeded as per Applicable Law.
4. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
5. We hereby declare and confirm that only we are submitting our Bid and that our parent, affiliate, the ultimate parent or any group companies with which we have direct or indirect relationships are not separately submitting their Bid.
6. We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.
7. We confirm that the Technical Bid submitted are subject to the verification solely by appropriate authorities of OREDA as per all the terms of the Bidding Document and agree that the decision taken by OREDA shall be final and binding on us.
8. We declare that our Technical Bid is fully compliant to the qualification requirement mentioned under Section 4 (QR) and we have not misrepresented any information provided in our Bid.
9. We confirm that any genuine changes made by OREDA in the interest of the Project with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to OREDA.

10. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.
11. We confirm that we have submitted the Technical Bid as per the forms given in Bid Form (Technical Bid) and/ or the instructions given in the NIT 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 NIT.
14. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
15. We confirm that OREDA reserves all the right to accept or reject any Technical Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
16. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the NIT, else our Bid Security shall be forfeited.
17. We agree that this Technical Bid shall remain valid for a period of **One Hundred and Eighty (180) Days** from the original last date of online Bid submission and such further period as may be mutually agreed upon.
18. The Bidding Document has been discussed in the Board meeting and a Board Resolution (BR) no. [insert BR no.] dated [DD MMM YYYY] has been concurred for submission of our Bid and is enclosed as a part of Bid Form 4 (Power of Attorney).
19. We undertake that OREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security deposited by us in case of any default as per the Bidding Document.
20. In case we fail to achieve the milestones of Commissioning and Acceptance of the Project as per the Project Timelines, OREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the Performance Security.
21. We confirm that we shall establish a central office at Bhubaneswar, Odisha and also establish local offices at the concerned district so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period.
22. We understand that you are not bound to accept any Technical Bid you may receive.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.6. Bid Form 6 (Technical Qualification)

Technical Qualification – solar HLS projects

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

We confirm that we meet the Qualification Requirement mentioned in QR Clause 4.3 of Section 4 (QR) and we have the experience of commissioning solar HLS projects for a cumulative capacity as mentioned under the “Our experience in number of projects commissioned” for which it is submitting its Bid, in the last Ten (10) years from the last date of online submission of the Technical Bid in India as the EPC contractor.

As per QR Clause 4.3.1, and Clause 4.3.2 our experiences are as follows:

Technical Qualification	Number of Projects Commissioned	Reference project no.
Our experience of commissioning solar HLS projects		

The details pertaining to the reference projects are given below:

Sr. No.	Item Description	Reference project [insert]**
1.	Project	[nos as per Joint Commissioning Certificate]
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 including the contact no. and email id of the client	Name of the client: Address: Contact no.: Email id:
5.	Name of the ultimate user of solar energy	
6.	Project arrangement	[On-grid net metering, Off-grid, or other (please specify)]
7.	Location of the project and GPS/ Google coordinate	Address of the plant: GPS/ Google coordinate:
8.	I have attached the relevant letter of awards/ work orders/ contract agreement along with any amendments issued in full without deleting/ hiding any information	[Yes/ No]
9.	Details of the letter of awards/ work orders/ contract	Work order no.: Date of work order: [DD MMM YYYY] Whether any liquidated damages been charged by the client? [Yes/ No]. In case of yes, please provide the details.
10.	I have attached the Joint Commissioning Certificate issued by the concerned government authority as per the Prudent Utility Practices followed in India	[Yes/ No]

Sr. No.	Item Description	Reference project [insert]**
11.	Details of the Joint Commissioning Certificate	Name of the government authority in India issuing the Joint Commissioning Certificate: [insert] Target date of commissioning: [DD MMM YYYY] Actual date of commissioning: [DD MMM YYYY]

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

The scan copies of the letter of awards/ work orders/ contract along with the associated Joint Commissioning 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]

7.1.7. Bid Form 7 (Financial Qualification)

Financial Qualification

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

Date: [DD MMM YYYY]

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

To

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

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], meets the Financial Qualification Requirement as mentioned in QR Clause 4.4 of Section 4 (Qualification Requirement). The compliance to the Financial Qualification Requirement is mentioned below, as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders related to the solar business.

Average annual turnover (as per QR Clause 4.4.1),

Particulars	Unit	FY 18-19	FY19-20	FY 20-21	FY21-22	FY 22-23
Annual turnover from solar business only#	Lakh INR	[insert]	[insert]	[insert]	[insert]	[insert]
Average annual turnover from solar business only in any 3 years out of last 5 years#	Lakh INR					[insert]

other income is not considered

[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: [sign here]
[insert place] 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]

7.1.8. Bid Form 8 (Test Certificates)

Date: [DD MMM YYYY]

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

To

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

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

Sl. No.	Major Component	Test Certificates Required	Test description	Designated Test Labs
1	Crystalline Silicon Terrestrial PV Modules	IEC 61215	Design qualification	MNRE/NABL/BIS authorized Test Labs
		IEC 61730	Safety Qualification	MNRE/NABL/BIS authorized Test Labs
		IEC 61701	Salt Mist Corrosion Test	MNRE/NABL/BIS authorized Test Labs
2	Power Conditioning Units (PCU)/ Charge controller*	IEC 61683	Efficiency Test	MNRE/NABL/BIS authorized Test Labs
		IEC 60068	Environmental Test	MNRE/NABL/BIS authorized Test Labs
		IEC 62116	Anti-Islanding Protection	MNRE/NABL/BIS authorized Test Labs
		IEC 61727	Grid Interconnection	MNRE/NABL/BIS authorized Test Labs
		IP 65/56	Ingress Protection for Outdoor/Indoor Enclosure	MNRE/NABL/BIS authorized Test Labs

Note: The proof of all documents showcasing the possession of such copies of the Test Certificates by the Bidder shall be submitted as per the instructions given under the Letter of Intent and not at the time of bidding.

Place: [insert place] [sign here]
Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.9. Bid Form 9 (Self-certificate)

Self-certificate

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

Date: [DD MMM YYYY]

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

To

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

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

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.10. Bid Form 10 (Undertaking for Indigenouslyness)

Undertaking for Indigenouslyness

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

The relevant certificates are enclosed herewith.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.11. Bid Form 11 (No Deviation Certificate)

No Deviation Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

Clause No.	Deviations considered, if any
------------	-------------------------------

[*strike-off, if not applicable]

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

Place: [insert place] [sign here]
Signature
Name of Authorized Signatory: [insert name]
Designation: [insert designation]
Name of the Bidder: [insert Bidder's legal entity name]
Seal: [insert seal of the Bidder]

7.1.12. Registration details

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

ceoreda@oredaorissa.com

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.13.: **PAN**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

The PAN is [insert PAN].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.14. (GST Certificate)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha. Email: ceoreda@oredaorissa.com

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.15. (Income Tax Return)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

We, the undersigned, attaching the copy of the Income Tax Return for the last five (5) assessment years for FY 22-23, FY 21-22, FY20-21, FY 19-20, FY 18-19.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.16. (Quality Assurance)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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

7.1.17. (Site Survey Summary Report)

Site Survey Report

(To be submitted on the letterhead of the Bidder)

Date:

NIT No.: ____ dated:

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Odisha. Email: ceoreda@oredaorissa.com

Dear Sir/Madam,

I/We confirm that I/we have conducted comprehensive site feasibility surveys for all sites as specified in Clause 3.2.1, including topographical analysis, environmental impact, logistic etc.

I/We certify that each survey report was conducted at the individual designated project site and submitted with our bid. I/We understand that failure to include these verified reports will result in disqualification. I/We agree to adhere to OREDA's guidelines.

All information provided in our bid documents is true and correct to the best of my/our knowledge.

Place:

Signature

Name of Authorized Signatory:

Designation:

Name of the Bidder:

Seal:

Enclosure: Individual Site Survey Reports signed by bidder and authorized representative of concerned village with GPS verified Pictures of HLS Plant and its components and defunct list of components.

7.1.18. (Summary of the Bidder)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.2. Bid Forms – Price Bid

7.2.1. Bid Form 19 (Covering Letter of Price Bid)

Covering Letter of Price Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

ceoreda@oredaorissa.com

Sub: Submission of Price Bid for Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year

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 NIT no. mentioned above.

We agree that this Price Bid shall remain valid for a period of **Three hundred sixty five (365)** 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 NIT anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Price Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA.

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

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

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

We agree with the following:

1. We confirm that the Price Bid submitted are subject to the verification solely by appropriate authorities of OREDA as per all the terms of the Bidding Document and agree that the decision taken by OREDA shall be final and binding on us.
2. We declare that our Price Bid is fully compliant as per the terms of the Bidding Document.
3. We confirm that we have submitted the Price Bid in Indian Rupees only and the Price Bid will be considered up to two places of decimal only.
4. We confirm that any genuine changes made by OREDA in the interest of the Project with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to OREDA.
5. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.
6. We confirm that we have submitted the Price Bid as per the forms given in Bid Form (Price Bid) and/ or the instructions given in the NIT 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 NIT.
10. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
11. We understand that you are not bound to accept any Price Bid you may receive.
12. We confirm that OREDA reserves all the right to accept or reject any Price Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
13. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the NIT, else our Bid Security shall be forfeited.
14. The rates quoted by us are firm, final and are meant for execution of the allotted supply/ installation within the time frame stipulated in the tender/ supply/ installation order.
15. We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize OREDA to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.2.2. Bid Form 20 (Price Bid - Bidder)

Price Bid - Bidder

(Sample Format)

Date: [DD MMM YYYY]

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

Price Bid				
Tender No. _____/OREDA Dt. .				
Repair & Revival of defunct Solar PV HLS & SLS installed under DDUGJY program in Odisha along with Comprehensive Maintenance for Five Years				
(Schedule of rates and prices)				
Bidder's Name & Address:				
Sl. No	Item	Rate per system		
Sr. No.	Description	Unit	Unit price including freight, loading & unloading, insurance, FOR assigned site (INR)	Total Amount
1	Solar Power Plant			
a	Cost of Solar PV module	Watt		
b	Cost of repairing/Replacement of Charge Controller	kVA		
c	Cost of battery	Ah		
d	Cost of MMS structure	Watt		
f	Cost of Civil work for structure	Watt		
	Total			
2	service connection and Luminaries			
b	Cost of Luminaries.	Watt		
c	Cost of SLS luminary & battery & BOS	Watt		
d	Cost of service connection & house wiring & BOS	Per HH		
	Total			
3	Comprehensive maintenance contract (CMC) for five years PER Household	INR		
4	GRAND TOTAL (1+2+3)	INR		

Important Note:

1. All components should have at least Five (5) year warranty period/CMC Period.
2. All component price to be quoted excluding GST in INR
3. This format to be uploaded on the E-procurement Website as per the instruction given in the NIT.
4. GST rates will be applicable on the quoted price as per the prevailing tax rules in India (18% on project cost)

5. Additional Performance Security amount to be deposited as mentioned in the NIT if applicable.

This price will be valid for 365 days

7.3. Letter of Intent Forms

7.3.1. LOI Form 1 (Letter of Intent)

Letter of Intent

(To be submitted on the letterhead of OREDA)

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

From

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

To

[Bidder name] [Address]

Sub: Letter of Intent to the Successful Bidders for Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year

Reference:

NIT no. [insert NIT no.] dated [DD MMM YYYY]

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

Sl. No	Critical documents
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to OREDA
2.	Submission of Performance Security as per ITB Clause 1.6.3
3.	Submission of a detailed Workplan in line with the Project Timelines mentioned in the SOW Clause 5.4.2.2 for the revival of HLS & SLS separately (as applicable).
4.	Submission of a site survey report with the finalization of the exact nos of components to be replaced/repared and the plan for the revival separately (as applicable).
5.	Valid Test Certificates of the solar photovoltaic module, charge controller and battery along with datasheets of all other Equipment of the Project for the repair /revival of SOLAR HLS & SLS separately (as applicable).
6.	Contact information of various OEMs for the solar photovoltaic module, charge controller, battery, solar street lighting systems and balance of systems of the Project for the repair /revival of Solar HLS & SLS separately (as applicable).
7.	Single line diagram of individual HLS plant (as applicable).

Sl. No	Critical documents
8.	Design document of the module mounting structure and pole mounting structure of the Project for the repair /revival of HLS separately (as applicable) along with a STAD pro analysis report as a part of the mandatory submission.
9.	Detailed bill of materials along with spares

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.3.2. LOI Form 2 (Performance Security)

Performance Security (in the form of a Bank Guarantee)

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

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

Date: [DD MMM YYYY]

To

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

WHEREAS M/s. [insert name of the Successful Bidder] having its registered office at [insert address] (hereinafter called "the Successful Bidder") has been selected as the Successful Bidder for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year with reference to NIT no. [insert NIT no.] dated [DD MMM YYYY] and Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY].

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

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

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

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

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

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

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "Orissa Renewable Energy Development Agency" in the bank and branch "Axis Bank Ltd., Mancheswar Branch, Bhubaneswar" having the account no. 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 Successful Bidder name] whose behalf this guarantee has been given.

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

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

7.3.3. LOI Form 3 (Sample format for CMC)

Sample format for Comprehensive Maintenance Contract (CMC)

Note: The CMC contract format will be issued to the successful bidder along with the Work Order. This format is for illustration purpose only.

CMC ref no: [insert]

Date: [DD MMM YYYY]

Sub: CMC for Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year

Ref:

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

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

CMC for maintenance of Project consisting of Solar HLS supplied and installed by M/s [insert the name of the Successful Bidder] for a CMC Period of five (05) year from the date of Commissioning of the Project.

This CMC is executed between Odisha Renewable Energy Development Agency (OREDA) having registered office at S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha, hereinafter called as the First Party and M/s [insert the name of the Successful Bidder] having registered office at [insert address of the Successful Bidder] hereinafter called as Second Party, for the maintenance of the Project for a period of five (05) year from the date of Commissioning of the Project, provided herein:

Districts	Block/Village	Cumulative capacity of SOLAR MINIGRID in kW
[insert]	[insert]	[insert]

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

1. It has been envisaged in the Work Order under Article [insert] that the Project shall be warranted against any manufacturing defect and bad workmanship during the CMC Period of five (05) year from the date of Commissioning of the Project. As these Projects have been Commissioned after issuance of a Commissioning Certificate. Hence, the Second Party is fully responsible for their trouble-free maintenance and the Second Party is liable to rectify/ remove any defect noticed within the aforesaid CMC Period, free of cost.
2. The Second Party will impart training to at least two (2) designated persons from the organization to be able to provide first aid repair service for the SPV systems.
3. The Performance Security has been submitted only in the form of the Bank Guarantee and the Bank Guarantees were issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha for an amount, expiry date and claim date as mentioned below:

The Performance Security has been submitted for an aggregate amount equivalent to ten percent (10%) of the Initial Capex in five (5) parts.

The CMC includes repair/ replacement of all spares, consumable and all the Equipment including but not limited to solar photovoltaic module, charge controller, battery, solar street lighting system and balance of systems during the CMC Period.

4. The Second Party shall establish a central office at Bhubaneswar, Odisha, and also establish local offices at the concerned district so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.

5. The Second Party shall undertake corrective maintenance upon registration of complaints by consumers at OREDA. After attending to the defect, the Second Party shall upload the required documents at ReSolve mobile application for successful closure of the complaints. The Second Party shall ensure rectification of defects and restore functionality within Fifteen (15) Days of lodging the complaints.
6. The Second Party shall undertake scheduled maintenance work quarterly.
7. The Second Party shall apprise the First Party about the requirements and supply of spares during warranty as well as CMC Period.
8. Annual report from OREDA shall be considered as a token of verification of maintenance done and release of an annual payment of CMC in arrears upon completion of each year of the CMC Period.
9. It will be the liberty of the First Party to crosscheck the systems maintained by the Second Party. Random verification of the maintenance may be carried out by the First Party wherever necessary.
10. The Second Party may continue to maintain the gadgets after the expiry of the CMC Period of ten (10) years from the date of Commissioning of the Project, provided the Department/ First Party desires.
11. For the adjudication of any dispute between the two (2) Parties arising on the execution of this CMC, the matter shall first be brought to the notice of Chief Executive, OREDA.
12. In case there will be no amicable settlement of the issues, the matter can be referred to the court of law having jurisdiction at Bhubaneswar, Bhubaneswar only.

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

Place: [\[insert place\]](#) [\[sign here\]](#)
 Signature
 Name of Authorized Signatory of OREDA: [\[insert name\]](#)
 Designation: [\[insert designation\]](#)
 Odisha Renewable Energy Development Agency
 Seal: [\[insert seal of the Bidder\]](#)

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

Place: [\[insert place\]](#) [\[sign here\]](#)
 Signature
 Name of Authorized Signatory: [\[insert name\]](#)
 Designation: [\[insert designation\]](#)
 Name of the Bidder: [\[insert Bidder's legal entity name\]](#)
 Seal: [\[insert seal of the Bidder\]](#)

7.4. Pre-bid Form

Pre-bid queries

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT 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 Repair & Revival of defunct Solar PV Home Lighting System (HLS) & Street Lighting System (SLS) installed in 285 villages under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.5. Appendix to SOW – Home Lighting System

. Appendix Form 1 (Technical Specifications)

Solar photovoltaic (PV) modules:

- a) The solar PV modules to be used shall be made in India only. The PV modules shall qualify for the latest edition of the IEC PV module qualification test or equivalent BIS standards of crystalline silicon solar cell modules IEC 61215/IS14286. In addition, the solar PV modules shall conform to the IEC 61730 Part-2 requirements for construction and Part-2 requirements for testing, safety qualification or equivalent IS. The solar PV module shall also conform to the IEC 61701 (salt mist corrosion testing) standards.
- b) The total solar PV array capacity shall not be less than the required capacity and should comprise of solar crystalline PV modules of 200 Wp with an efficiency of 19%.
- c) Protective devices against surges at the solar PV module shall be provided. Low voltage drop bypass diodes shall also be provided.
- d) Solar PV modules shall be tested and approved by one of the MNRE/ IEC authorized test centers.
- e) The module frame shall be made of corrosion-resistant materials, having anodized aluminum and should have a minimum thickness of 1.5 mm and width 40 mm for sustainability.
- f) Other general specification for the PV modules and subsystems shall be the Following as
 - i. The rated output power of any supplied module shall have a tolerance of +/-3%.
 - ii. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series-connected modules) shall not vary by more than 2 (two) percent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - iii. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for the provision of the by-pass diode. The box shall have hinged, weatherproof lid with captive screws and cable gland entry points or may be of a sealed type and IP21/20 rated.
 - iv. I-V & P-V curves at STC will be provided after installation.
 - v. PV modules used in solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- g) Modules should have an RF identification tag. The following information will be mentioned in the RFID used on each module (This can be inside or outside the laminate but must be able to withstand harsh environmental conditions).
 - i. Name of the manufacturer of the PV module
 - ii. Name of the manufacturer of Solar Cells.
 - iii. Month & year of the manufacture (separate for solar cells and modules)
 - iv. Country of origin (separately for solar cells and module)
 - v. I-V curve for the module Wattage, I_m , V_m and FF for the module
 - vi. Unique Serial No and Model No of the module
 - vii. Date and year of obtaining the IEC PV module qualification certificate.
 - viii. Name of the test lab issuing IEC certificate.
 - ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.

ARRAY/MODULE MOUNTING STRUCTURE:

- a) Hot-dip galvanized MS/Aluminum mounting structures shall be used for mounting the module. Each structure will have an angle of inclination as per the site conditions to take maximum insolation.
- b) These support structures are to be manufactured with Galvanised Extruded Aluminium.
- c) These structures are to be designed to withstand wind up to 200 Km/hr from backside of the panels, as per specific requirement at Site. (The bidder is required to submit a certificate from an authorized chartered engineer with regards to the strength and durability of the structure)
- d) The structures should be designed for either fixed tilt with provision for seasonal adjustment OR Daily manual tracking three times a day along with seasonal adjustment provision to maximize the power generation –
 - i. The material should be rust proof and long lasting.
 - ii. Specialized structures compatible for on ground installation as well
- e) The mounting structure should be as per the latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance with the latest IS 4759.
- f) The fasteners should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module.
- g) Special care should be taken while designing all structures for modules to cater to heavy rainfall.
- h) Each array may be provided with two bird repellents spikes at a level higher than the upper edge of the array. The location of the spike should be selected for the minimum shadow effect.
- i) The support structure shall be free from corrosion when installed.
- j) PV modules shall be secured to support structure using screw fasteners and/or metal clamps. Screw fasteners shall use existing mounting holes provided by module manufacturers. No additional holes shall be drilled on module frames. Module fasteners/clamps shall be adequately treated to resist corrosion.
- k) The structure shall be designed to withstand operating environmental conditions for a period of a minimum of 25 years.

Solar DC Charge controller

The Charge Controller with MPPT (Maximum Power Point Tracking) is to be installed between the Solar Panel and the Batteries where it automatically maintains the charge on the batteries with efficiency regulation and protect battery against overcharge. The Charge Controller should use three stage charging technique. The charge controller should be built-in with advanced micro-controller technology with accurate voltage settings for Nominal battery voltage of 48 V and with built-in temperature compensation. The charge controller should prevent flow of reverse current.

The charge controller should have provision of single phase (phase, neutral and earth) input provision to charge batteries. The system should be ready to be interfaced and communicate with an AC-DC converter as and when the grid is available. The beneficiary

AC DISTRIBUTION BOARD (ACDB):

This shall consist of box of suitable powder coated metal casting. One feeder per phase shall be provided in ACDB with MCB of suitable capacity installed at each feeder in the ACDB. One Electronic Energy Meter, ISI make, Single / Three Phase, (as per requirement) of good quality shall also be installed in ACDB suitably placed to measure the consumption of power from SPV Power Plant. Proper rating MCB shall be installed at every feeder (in case of single phase output also, there shall be three feeders) to protect feeders from the short circuit current as per the

requirement of the site. A separate dedicated feeder from conventional line to PCU as well as ACDB should also be installed

Two numbers of real time based Timers shall also be installed in ACDB placed in a suitable metal box which can be easily hanged ,with settable time ranging from 0-24 hours operation in two spells for eg:-5A.M to 9 A.M and 6 PM to 10 PM. One timer shall be for domestic feeders while another one separately for street light feeder. A separate change over switch of proper rating should also be suitably installed in the ACDB to isolate the existing

BATTERY BANK:

- The battery should be 48V, 42 AH battery array and should be of sealed maintenance free VRLA battery or 48 V, 22 Ahr (App. 1000 Watt-Hour) Lithium ferro phosphate - 90% DoD.
- Battery sizing should be @8 Vah/Wp(>1500 cycles with 50% DoD) for SMF VRLA battery.

S. No	Description	Parameter/ value (Applicable for only off – grid solar)
1.1	System Voltage (Nominal)	48VDC
1.2	Nominal energy	1 KWh for 200 Wp panel @ C10 rate @ 25degC
1.3	Solar Panel capacity	200 Wp
Load setting proposed in the controller		
1	Maximum permissible DOD for New battery	50%
2	(a) Maximum Operating Load limited in Watts	80 watts
	(b) Max Allowable Emergency load in Watts	10 Watts
3	Allowable Energy out from battery - maximum per day	300Wh (4 Hrs x 80W or 5Hrs x 60W or 6Hrs x 50W....)
4	(a) Recommended normal load cuts off based on On-discharge voltage	1 st Year : 48.5V 3 rd Year : 46.0V 4 th Year : 44.0V
	(b) Recommended emergency load cuts off based on On- discharge voltage	1 st Year : 47.5V 3 rd Year : 45.0V 4 th Year : 43.0V
5	(a) Normal load Switch on(reconnect) based on ON-charge voltage	54.0V
	(b) Emergency load Switch on(reconnect) based on On- charge voltage	53.5V
6	Condition for full charge:	Once in 60 days, the battery should be in charge mode for 3 continuous days to allow the battery to fully charge. In case, the Battery Voltage during these 3 days period is not stayed at charge voltage of 56.8 for 5

		consecutive hours, bring the battery to service station of contractor and charge fully.
7	Charge balance (120%)	
8	Warranty	5 Year

Solar Charge Controller

1. Advanced micro-controller technology with accurate voltage settings.
2. Nominal battery voltage 48 V
3. High efficiency regulation with three stage charging technique
4. Acoustic warning for faulty conditions

Protection:

1. Transient / surge protection
2. Over – Charge & Deep Discharge Protection
3. Solar Reverse Polarity Protection
4. Electronic Overload Protection
5. Reverse Current Protection from battery at night
6. Fuse in the battery path for battery reverse polarity & short circuit in the controller.

PARAMETER	SPECIFICATIONS	REMARKS
Solar Input	Solar PV Panel –200Wp,Vmp – 48 V	
AC Mains Input	180V-230VAC, upto500W	Option to be provided
Battery Bank	42 Ah – 48 volt sealed maintenance free VRLA battery (50% DoD), Each battery of 12 volt -42 Ah	
Battery Charge Control	MPPT integrated	
DC Output Options	Support upto1 Homes As per scope of works	For both normal and emergency line, the maximum permissible load is limited to 125W
PARAMETER	SPECIFICATIONS	REMARKS
Type of DC loads	LED lamps, LED tube lights, DC fans and Cell phone USB Chargers, Power Socket as per scope of works	DC Television optional
DC Power Output Ratings	125 W Max @ 45-51V	
Status LED Indicators	Input Availability, Load Availability and Battery Condition	

Protection features	Fuse for battery; Battery LV and HV cutoff; short-circuit protection, over voltage protection	
Communication	Bluetooth Low Energy Ver4.0 or higher supporting SPP for communication with a handheld terminal (phone or tablet) for prepaid metering support and data logging including real time monitoring of solar / grid / battery power in / out.	
Accuracy of BLE readings	+/- 5%	Inaccuracies are higher at lower DC Load levels.
Ambient Operating Temperature	-20°C to +70°C	Temperature range is for OGH unit only and not applicable for Battery bank / Solar panels
Type of Installation	Indoor with IP20 class protection	
Battery Backup time	Up to 4 hours on a load of 125W	

INDICATORS :The system should have following indicators:

- a. When Solar power is available to the panel – LED is ON, or else LED OFF
- b. The battery indicator should blink and indicate the charging under progress through sun-light
- c. The battery indicator should blink and indicate the charging under progress through grid
- d. The respective blinking of indicators (as per b & c above) should illuminate continuously ON when battery is fully charged
- e. When load is ON, an indicator must get switch ON
- f. Red indicator should indicate the battery 'Load Cut Off' condition

1. 48 V DC powered ceiling fans/ pedestal fan with feature for remote operation

Technical Specifications

Parameter	Specifications
Type of fan	External rotor
Type of motor	Permanent Magnet Brush Less Direct Current (PM BLDC)
Fan size (Sweep)	1200 ±5 mm
Nominal Operating Voltage	48 V DC
Operating Voltage Range	45-52 V DC

Power input	30 W Max
Max Speed	300 – 320 RPM
Air delivery at max speed	200-210 m3/min
Motor controller	Sensor less control strategy
ON/OFF and speed control operation	With built-in remote (IR) Sensor for external remote control
Multiple speed settings	From 180 RPM to max speed in near equal steps from remote
Starting	Fan shall start and run at 45V to 52 V DC
Start up at all speeds	Smooth starting with a maximum of 180 degree (mechanical) reverse rotation, if any.
Memorising last set speed	Fan controller shall be capable of running at the last set speed, at the time of Power ON
Insulation resistance	5 M Ohm @ 600 V DC
Winding Temperature rise	70 ° C
Type of blades	Aluminium sheet
Protection features	Blocked Blade, Reverse polarity, Over voltage and Over Current
Operating noise at at full speed	65 dBA
No load operating noise	52 dBA
Motor construction	Totally enclosed type
Corrosion resistance	Motor body and blades shall be corrosion resistant
Safe operation temperature	50 ° C
Max humidity	90 % Rh
Other fan accessories	Standard down rod, canopy and shackle clip
Safety features	Compliance to mechanical safety of fan suspension system (clamp and down rod)
Technical specification of pedestal fan	48 volt DC – 30 watt , Max speed 1500 RPM, PMDC motor, with manual switch and also with built in remote(IR) sensor for external remote control. Smooth starting with a maximum 180 degree (mechanical) reverse rotation if any
Remote control signals, commands and codes	
Communication Protocol	NEC derived custom protocol

Carrier Frequency	38 ± 1 kHz	
Operating distance (line of sight)	5 m	
Feedback signal to user	Light signals to user for 2s whenever remote is operated	
Control signals	Command	Hex Codes
Fan ON or OFF	F_ON_OFF	0x00FF42BB
Fan speed increase	F_UP	0x00FF52AA
Fan speed decrease	F_DN	0x00FF7888
Code description		

Command	Hex Code	Binary Codes (32 bits)	Reversal of binary digits in Hex Code	Decimal notation of the Code
F_ON_OFF	0x00FF42BB	0b 0000 0000 1111 1111 0100 0010 1011 1011	DD42FF0 0	3712155392
F_UP	0x00FF52AA	0b 0000 0000 1111 1111 0101 0010 1010 1010	554AFF0 0	1430978304
F_DN	0x00FF7888	0b 0000 0000 1111 1111 0111 1000 1000 1000	111EFF0 0	287244032

Data reception As per NEC protocol for communication

(i) Total length of the data reception in one cycle in 32 bits.

- Logical '0' – a 562.5µs high signal followed by a 562.5µs low signal, with a total time of 1.125ms
- Logical '1' – a 562.5µs high signal followed by a 1.6875ms low signal, with a total time of 2.25ms.

(ii) Start sequence: A high signal of 9ms followed by a low signal of 4.5ms and thus making a total time of 13.5ms; bit sequence is modulating signal.

2. DC LED lamp (for Household): Technical Specification for DC powered LED bulb operating at 48 V DC

PARAMETER	SPECIFICATIONS
Wattage(@48VDC)	5W±5%
System Input Voltage	45 to51V DC
System Lumen Output @48VDC	>360lm
Color Rendering Index	>75

CCT	5100 K to 6700 K
LED luminous efficacy (typical)	130 lm/W
System luminous efficacy (typical)	75 lm/W
Life Span for LED	L70 > 36000 hrs
Light Degradation Factor	< 5% after 6000 hrs
Chromaticity shift	< 0.0025 after 6000 Hrs
Quality of light output	Uniform and no visible LED spots
Operating temperature	0 to 45 °C
Case Temperature	< 75 °C
Operation Mode	External Switch
Bulb Casing	Aluminum Casting
Bayonet type	Standard B22 type Bayonet
Diffuser material	Polycarbonate
IP Grade	40
Protections	Input Reverse Polarity, Input transients, Output Short Circuit and Thermal Shut Down
Certification	LM80
Design and Manufacturing	India

3. **DC LED Tube light (For household):** Technical Specifications for DC powered DC LED Tube light operating at 48V DC and controlled by a specified remote

PARAMETER	SPECIFICATIONS
Input Wattage	< 18 W
DC Input Voltage	45 to 51V
LED Driver Efficiency (@ high intensity level for the supply voltage range of 45-51 V DC)	> 94%
Driver Output Voltage	33 to 39 V
Driver Output Current	435 mA ± 5%
Total Lumen Output with diffuser	> 1380 at maximum brightness setting; > 150 at minimum brightness setting
Color Rendering Index	> 80
CCT	5600 K to 7000 K
LED luminous efficacy	> 130 lm/W
System luminous efficacy (typical) @ 48 V	> 90 lm/W

High frequency ripple at input	< 600 mV p-p			
Life Span for LED	L70 > 36000hrs			
Light Degradation Factor	< 5% after 6000 hrs			
Quality of light output	Uniform and not visible LED spots			
Operating temperature	0 to 45 °C			
Case Temperature	< 60 °C			
External DC Driver	Must have built-in IR sensor. The driver cover must overlap > 5 mm (around 8 mm) into the tube light edge			
Light ON/OFF and dimming operation	By an external IR Remote having three button (for ON/OFF, light intensity increase and light intensity decrease)			
Start-up mode options	Option 1: Comes on with about 50 % intensity level; Option 2: Comes on with last setting prior to shut-off			
Dimming Method	PWM			
Dimming lux levels of light (approx) @ 48V	5 steps (10 %, 25 %, 50 %, 75% and 100%)			
LED tube size and length	T8, (25.4 mm) and 1200 mm			
Diffuser material	UV treated polycarbonate			
IP Grade	20			
Operation of LED light	Trouble free and not to cause interference to other DC loads			
Protections	I/P Reverse Polarity, O/P Open Circuit, Short Circuit, Thermal Shut Down and non-compatibility to AC tube light fixtures			
Type of mounting	Wall Mounting (The required accessories shall be provided by the supplier)			
Certification	LM80forLEDand LM79(for product)			
Design and Manufacturing	India			
IR Remote operation, control signals, commands and codes				
Communication Protocol	NEC derived custom protocol			
Carrier Frequency	38±1 kHz			
Operating distance(line of sight)	3m			
Control Signals	Commands	Codes		
Light ON or OFF	L_ON_OFF	0x00FFBA47		
Light intensity increase	L_UP	0x00FFBF47		
Light intensity decrease	L_DN	0x00FFBE47		
Code Description				
Command	Hex Code	Binary Codes(32bits)	Reversalof binary digits in Hex Code	Decimal notation of the Code
L_ON_OFF	0x00FFBA47	0b0000000011111111011101001000111	E25DFF00	3797810944

L_UP	0x00FFBF47	0b00000000111111110111111010	E2FDFF00	3808296704
L_DN	0x00FFBE47	0b000000001111111101111110010	E27DFF00	3799908096
Data reception	As per NEC protocol for communication			
Total length of the data reception in one cycle is 32 bits.				
-Logical '0' – a 562.5µs high signal followed by a 562.5µs low signal, with a total time of 1.125ms - Logical '1' – a 562.5µs high signal followed by a 1.6875ms low signal, with a total time of 2.25ms.				
(ii) Start sequence: A high signal of 9ms followed by a low signal of 4.5ms and thus making a total time of 13.5ms; bit sequence is modulating signal.				

4. Integrated Charger and Socket-Specification

Parameter	Specification
Product	: Mobile Charger
Product Description	: 48VDC Mobile Charger
Product Name	: DC Mobile Charger
Electrical Specifications	
Nominal Voltage Input	: 48V±3V
Voltage Output	: 5.1V
Maximum Current Output	: 2.5 Amps
Efficiency @ FL	: 82%
No Load power consumption	: < 100 mW
Output ripple @FL	: <100mV
Input Ripple @FL :	<100mV
Output voltage Regulation @FL	: <2%
Protection Specifications	
Reverse Polarity Protection	Yes
Over Load Protection	Yes
Short Circuit Protection	Yes

5. DC Socket:

The DC Socket unit allows consumers to utilize 48V DC supply for powering up various DC appliances viz. Laptop adapter, Set top box, Television etc. This unit shall specifically be designed for use with DC installations having mechanical protection for interchange of polarities.

The salient features of DC socket is given below:

- 48V, 2.5A DC socket
- Used for powering DC devices such as laptops, set-top boxes, television etc.
- Uses John's socket pins

6. Remote Specifications

PARAMETER	SPECIFICATIONS
IR Transmitter:	Infrared LED, 940nm
Operation Protocol	NEC
Carrier Frequency	38 kHz
Indicator LED:	3mm Red LED
Maximum operating distance:	3 m
Max. Key Count:	Six
Type of Switches	Tactile
Fan key count:	3 (on/off, Speed increase and decrease)
Light key count:	3 (on/off, Light increase and decrease)
Controller:	16bit Microcontroller
Power Supply	3V Lithiumbattery, Model: CR2032
Power Consumption (Avg.):	Less than 20 mW
Enclosure Material:	ABS Plastic
Approx Dimensions (l × w × h):	80mm×40mm×18mm
Approx. Weight:	35 gms

GALVANISATION:

All steel members shall be fabricated as per approved drawing having smooth edge, drilled circular/elliptical holes of suitable measurements.

All structural steel members and bolts shall be galvanized as per IS:4759 and zinc coating shall not be less than 610gm/sq. meter for all structural steel members. All weld shall be 6mm filled weld unless specified otherwise. All nuts and bolt shall be of property class 5.6 of IS 1367. Plain washers shall be as per IS 2016 and spring washers shall be IS:3063

7.5.3 Appendix Form 3 (Spares)

The Successful Bidder shall maintain, all the time, the following spares for Solar mini-grid as mentioned below:

Name of the Spares	Technical Specification	Unit	Total quantum requirement in no.
Solar photovoltaic modules @ 2% of the total capacity	As per the Technical Specification of the NIT	kW	
Luminaries	As per the Technical Specification of the NIT	Nos.	

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

7.5.2. Appendix Form 4 (Commissioning Report)

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

The sample Commissioning Report is represented below:

Commissioning Report – Rooftop Solar Power System

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.] dated [DD MMM YYYY] Reference:

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

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

The Project details of SOLAR HLS are given below:

Sl. No.	Items	Details
1.	Name of the Habitation	
2.	Address	
3.	Capacity of the HLS	
4.	Battery capacity	
6.	CMC manual	(Yes/No)
7.	Dos & Don'ts in the form of a booklet	(Yes/No)
8.	Proof of conducting the training programs	(Yes/No)

Tests performed during Commissioning:

Sl. No.	Test	Result
1.	Open Circuit / Close Circuit Test (Current & Voltage Measurements) a) Voc / Open Circuit Voltage (To be measured) (Ex – For individual strings or for SPV Plant) b) Vop / Operating Voltage (Data from inverter) Iop / Operating Current (Data from inverter or to be measured)	
2.	IV Curve Reports for New Solar Panels (to be submitted by SPP Developer)	
3.	Earthing Test Results	
6.	Continuity Test Results	
8.	Visual Inspection	

The above plant was commissioned as per applicable guidelines and the tests performed suggest that the performance of the above plant is satisfactory.

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency (OREDA)

Seal:

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of DISCOM: [insert name]

Designation: [insert designation]

[DISCOM Name]

Seal:

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of DRDA: [insert name]

Designation: [insert designation]

District Rural Development Agency (DRDA) Seal:

**7.5.5. Appendix Form 5 (Joint Commissioning/ Recommissioning Certificate)
Joint Commissioning Certificate of the Rooftop Solar Power Project**

(To be issued by OREDA on the letterhead)

TO WHOMSOEVER IT MAY CONCERN

Ref. no.: [insert]

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

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

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

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

1. Commissioning Report as submitted by Commissioning Committee
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:

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

The Test Certificate requirements for SOLAR MINIGRID are given below:

Sl. No.	Major Component	Test Certificates Required	Test description	Designated Test Labs
1	Crystalline Silicon Terrestrial PV Modules	IEC 61215	Design qualification	MNRE/NABL/BIS authorized Test Lab
		IEC 61730	Safety Qualification	MNRE/NABL/BIS authorized Test Lab
		IEC 61701	Salt Mist Corrosion Test	MNRE/NABL/BIS authorized Test Lab

7.6.1 Appendix Form 3 (Spares)

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

Name of the Spares	Technical Specification	Unit	Total quantum requirement in no.
Solar photovoltaic modules @ 2% of the total capacity	As per the Technical Specification of the NIT	kW	

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

7.7. No claim/ lien certificate

No claim/ lien certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.8. Format for Maintenance Experience

Status of receipt and redressal of Corrective Maintenance

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

1. Name of the Vendor:
2. Total No. of Installation in the State:
3. Total No. of System presently in functional mode:
4. % of Functionality ($3/2 * 100$):
5. Total No. of Service Request / Maintenance Call received against all installation:
6. Total No. of Service Request / Maintenance case resolved:

Place: [insert place]

Signature

[sign here]

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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