



## **Repair & Revival of defunct Solar PV Mini-Grids installed under DDUGJY program in Odisha along with Comprehensive Maintenance for five (5) Years**

**NIT no: 2622, Dated: 19.06.2024**

### **Contact details:**

Odisha Renewable Energy Development Agency (OREDA)

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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 Mini-Grids installed 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 <a href="https://meet.google.com/zxv-tenn-jfi">https://meet.google.com/zxv-tenn-jfi</a>	29.06.2024, Time: 03.30 AM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid	15.07.2024, Time: 5:00 PM
5.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only	19.07.2024, 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	20.07.2024, 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](http://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](mailto: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

<b>Definitions and abbreviation</b>	<b>:</b>	<b>Description</b>
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 <a href="http://www.tenderwizard.com/OREDA">www.tenderwizard.com/OREDA</a>
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 <a href="http://oredaodisha.com/">http://oredaodisha.com/</a>
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean <a href="mailto:ceoreda@oredaorissa.com">ceoreda@oredaorissa.com</a>
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 Mini Grids 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 “ <b>e-payment</b> ” for an amount and other details as mentioned in Section 2 (BDS) already made by the Bidder as per the various e-payment options (credit card, debit card, net banking, etc.) available on the E-procurement Website towards “ <b>Bid Processing Fee</b> ”.  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).

Bid Form 2 (Cost of Bid)	<p>Copy of the “<b>Demand Draft</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Cost of Bid</b>” 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>
Bid Form 3 (Bid Security)	<p>Copy of the “<b>Demand Draft</b>” or “<b>Fixed Deposit Receipt</b>” or “<b>Bank Guarantee</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Bid Security</b>”.</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>
Bid Form 4 (Power of Attorney)	<p>Copy of the “<b>Power of Attorney</b>” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder (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
Bid Form 5 (Covering Letter of Technical Bid)	<p>Copy of the “<b>Covering Letter of Technical Bid</b>” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document 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 “ <b>Technical Qualification</b> ” 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 “ <b>Financial Qualification</b> ” 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 “ <b>Test Certificates</b> ” 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 “ <b>Self-certificate</b> ” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein.  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 Indigenesness)	Copy of the “ <b>Undertaking for Indigenesness</b> ” 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 “ <b>No Deviation Certificate</b> ” duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document.  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 <b>PAN</b> 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).
<b>Bid Form</b>	<b>Particulars</b>
Bid Form 14 (GST Certificate)	Copy of the “ <b>GST Certificate</b> ” 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 " <b>Income Tax Return</b> " 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 " <b>Quality Assurance</b> " 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)	<b>Individual Site Survey Summary Report of the Defunct Mini Grid Plants of at least any 10 nos. of installed Solar Mini Grid Plant.</b>  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 " <b>Summary of the Technical Bid</b> " 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 " <b>Covering Letter of Price Bid</b> " 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 " <b>Demand Draft</b> " for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards " <b>Cost of Bid</b> " 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 “<b>Demand Draft</b>” or the “<b>Bank Guarantee</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Bid Security</b>”.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>In case of a 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><b>Bid Form</b></p>	<p><b>Particulars</b></p>
<p>Bid Form 4 (Power of Attorney)</p>	<p>Original of the “<b>Power of Attorney</b>” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>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 “<b>Price Bid</b>” 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 PV Micro Grids) 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 PV Micro Grids) 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 PV Micro Grids
4.	Submission of a site survey report along with the bill of materials for the purpose of implementation of the Project for Repair and Revival of Solar PV Mini / Micro Grids
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 PV Micro Grids
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 PV Micro Grids
8.	Design document of the module mounting structure and pole mounting structure of the Project for the implementation of Repair and Revival of Solar PV Micro Grids 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><b>Name of the Project:</b> Repair &amp; Revival of defunct Solar PV Mini-Grids installed under DDUGJY program in Odisha along with Comprehensive Maintenance for Five (5) Year.</p> <p><b>NIT no.:</b> [2622] 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	<b>Package</b>	<b>Total Cumulative Capacity of the project for Repair and Revival along with Five (5) Year CMC (kW)</b>	<b>Bid Security (INR)</b>	<b>Cost of Bid (INR)</b>	<b>Bid Processing Fee (INR)</b>
		<b>PK 1</b>	505	18,00,000	10,500 + GST	5000 + GST
		<b>PK 2</b>	480	18,00,000	10,500 + GST	5000 + GST
<p>Note: The detail list of villages along with individual Mini Grid capacity is tabulated at SOW clause no 3.1 for respective work packages.</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:  <b>Expiry date:</b> Twelve(12)Months from the original last date of submission of online Technical Bid  <b>Claim date:</b> Twelve (12) Months from the date of expiry</p>						
2.1.4.	ITB Clause 1.3.6.1	<b>Bid validity period:</b> Three Hundred Sixty Five (365) Days from the last date of Bid submission.				
2.1.5.	ITB Clause 1.4.1.1	<p><b>Procedure for submission of Bid:</b></p> <ul style="list-style-type: none"> <li>For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only.</li> <li>The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink “Register Me” to fill in the online registration form.</li> </ul>				

		<ul style="list-style-type: none"> <li>• 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.</li> <li>• As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided</li> <li>• 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"> <li>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.</li> <li>o Click/ Double Click to open the Microsoft Internet Explorer</li> <li>o Go to Start &gt; Programs &gt; Internet Explorer. Type the E-procurement Website addresses “www.tenderwizard.com/OREDA” in the address bar of Internet Explorer to access the Login Screen.</li> <li>o Enter user id and password, click on “Go”.</li> <li>o Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password.</li> <li>o Click “Un Applied” to view/ apply for a new NIT.</li> <li>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"> <li>o Click on the “Show Form” icon.</li> <li>o Bidding Document will appear on the screen.</li> <li>o Click “Click here to download” to download the Bidding Document.</li> </ul> </li> </ul> </li> <li>• <b>The Bidder shall submit the Bid as per the terms of the Bidding Document.</b></li> <li>• 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.</li> <li>• Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not.</li> <li>• 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.</li> <li>• 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.</li> <li>• Please note down or take a print of the bid control number once it is displayed on the screen.</li> <li>• Bid opening events can be viewed online.</li> <li>• The Bids submitted by one Bidder can be viewed by other Bidders.</li> </ul>
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BDS Clause reference	ITB Clause reference	Detailed Clause								
2.1.6	ITB Clause 1.6.1.2	<p><b>Allocation of Projects:</b></p> <ul style="list-style-type: none"> <li>100% of the overall project works will be allocated to L1 bidder for each respective packages.</li> </ul> <p><b>Note:</b> 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><b>Performance Security:</b> 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="475 891 1433 1064"> <thead> <tr> <th>BG no.</th> <th>Amount</th> <th>Expiry date</th> <th>Claim date</th> </tr> </thead> <tbody> <tr> <td>BG 1</td> <td>Ten percent (10%) of the Work order Value</td> <td>Twenty (12) Months from the date of issuing Letter of Intent</td> <td>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 Mini-Grids installed under DDUGJY program in Odisha and provide further Comprehensive Maintenance of five (5) years.

3.1.1.2. The package wise summary of the Project is tabulated below:

Package-I						
Sl No.	District	Village	Cluster	Census Code	Capacity of Power Plant (In KW)	Nos of House Holds
1	Ganjam	Patrapur	Sanaanchaba	413434	6	18
2	Ganjam	Bhanjanagar	Tadama	410557	8	17
3	Ganjam	Patrapur	Tading	413430	9	25
4	Ganjam	Patrapur	Kusumulla	413448	13	47
5	Ganjam	Patrapur	Ankuli	413385	26	66
6	Ganjam	Patrapur	Gokhanasahi	413392	8	25
7	Ganjam	Patrapur	Aliar	413391	11	42
8	Ganjam	Patrapur	Tuburusingi	413389	6	12
9	Ganjam	Patrapur	Taparada	413359	15	48
10	Ganjam	Patrapur	Jaliar	413368	15	50
11	Ganjam	Patrapur	Maduaguma	413378	43	105
12	Ganjam	Patrapur	Lakaisuni	413354	8	20
13	Ganjam	Patrapur	Titirisingi	413388	29	80
14	Ganjam	Patrapur	Gadanga	413387	29	100
15	Ganjam	Patrapur	Kumardali	413364	11	26
16	Ganjam	Patrapur	Kalajahi	413367	12	38
17	Ganjam	Patrapur	Dhanabada	413377	31	112

18	Ganjam	Patrapur	Haladibada	413396	15	40
19	Ganjam	Patrapur	Dengapada	413372	11	32
20	Ganjam	Patrapur	Gurusingi	413376	15	48
21	Ganjam	Patrapur	Tasaranga	413375	13	40
22	Ganjam	Patrapur	Raikhola	413366	11	52
23	Ganjam	Patrapur	Tabalajahi	413395	12	15
24	Ganjam	Patrapur	Turamunda	413369	8	32
25	Ganjam	Patrapur	Anjagul	413447	11	37
26	Ganjam	Patrapur	Badaanchaba	413449	33	105
27	Ganjam	Patrapur	Marmaria	413431	11	32
28	Ganjam	Patrapur	Haridapatu	413417	8	18
29	Keonjhar	Harichandanpur	Kanheigola	386753	30	135
30	Keonjhar	Harichandanpur	Nola	386755	25	120
31	Keonjhar	Harichandanpur	Ranipada	386756	22	78
<b>Total</b>					<b>505</b>	<b>1615</b>

<b>Package-II</b>						
<b>Sl No.</b>	<b>District</b>	<b>Village</b>	<b>Cluster</b>	<b>Census Code</b>	<b>Capacity of Power Plant (In KW)</b>	<b>Nos of House Holds</b>
1	Koraput	Bandhugan	Martiguda	428759	8	26
2	Koraput	Narayanpatna	Masanimunda	428571	7	20
3	Koraput	Pottangi	Bitara	430029	24	72
4	Koraput	Jeypur	Tadopani	429034	7	20
5	Koraput	Pottangi	Gumelpadar	430121	18	60
6	Koraput	Pottangi	Katraguda	430113	10	30
7	Koraput	Pottangi	Soliamari	430114	9	30
8	Koraput	Pottangi	Talakanti	430118	28	90
9	Koraput	Jeypur	Ramogodo	429033	24	84
10	Koraput	Narayanpatana	Bhitaralacha	428662	32	103
11	Koraput	Narayanpatana	Lalpadar (Baluguda)	428666	14	45

12	Koraput	Narayanpatna	Mangalpur	428667	10	33
13	Koraput	Narayanpatna	Talalachha	428663	30	93
14	Koraput	Narayanpatana	Deobil	428644	24	82
15	Gajapati	R. Udaygiri	Badapur	414059	15	47
16	Gajapati	R. Udaygiri	Satyanagar	414050	14	45
17	Gajapati	R. Udaygiri	Taila	414051	7.5	34
18	Gajapati	R. Udaygiri	Tarabhanga	414044	21	70
19	Gajapati	R. Udaygiri	Lanja	414055	8.5	34
20	Gajapati	R. Udaygiri	Badagan (3 Mini Grids)	415033	37	120
21	Gajapati	Mohana	Lakhari	414023	14	48
22	Mayurbhanj	Thakurmunda	Kundei	391326	50	167
23	Mayurbhanj	Jashipur	Haladia	388543	15	48
24	Rayagada	Gudari	Gunjuguda	427000	8	27
25	Rayagada	Gudari	Tedikano	426909	18	60
26	Rayagada	Gudari	Mutukuni	426959	6	20
27	Rayagada	Gudari	Rechum	426999	9	32
28	Rayagada	Gudari	Kepti	426955	12	45
<b>Total</b>					<b>480</b>	<b>1585</b>

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

Supply, erection and commissioning of dysfunctional composite solar mini-grid 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 Mini grid: 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 implementation of Solar Mini-grid**

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

- a) The successful bidder should conduct the joint site survey with OREDA representative and mapped the dysfunctional components of the Solar-mini grid for each allocated village after receive of LOI.
- b) 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.
- c) The Successful Bidder shall design for an adequate protection system as per the requirement of the site by taking lightning, wind speed, rainy season, other climatic conditions, sudden surges in voltage and current, etc.
- d) The indicative drawing and design of a 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) Laying of LT lines of 220 V or 440 V as the case may be of given lengths within the village strictly as per the norms of DISCOMs
- j) Providing service connections to all houses in the village.
- k) Internal wiring of each house including provision of switch board with necessary switches and sockets, a watt hour meter, 4 LED lamps, a mobile charging point etc all within a capacity of 200 w only as per given technical specifications.
- l) Providing street lights @ 10% of the total numbers of households in suitable locations in the village so as to illuminate the streets, approach roads etc.
- m) Testing and commissioning the entire solar micro-grid system as well as service connection etc.
- n) Operation and maintenance of the installed systems for a period of 05 years from the date of installation.
- o) 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, inverters, batteries, , RS Joist poles/PSC poles, 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 SOLAR MINIGRID 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-mini grid.
- 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 inverters and control panels are 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 mini grid.

#### **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 District Rural Development Agency (DRDA) 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 mini-grid 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 MINIGRID

- 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><b>Applicability:</b></p> <p>The Bidder must be a</p> <ul style="list-style-type: none"><li>4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or</li><li>4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or</li><li>4.1.1.3. Sole proprietorship firm under the relevant laws in India.</li></ul> <p><b>Note: Joint venture, consortium and sub-contracting are not allowed.</b></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><b>Applicability:</b></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><b>Applicability:</b></p> <p>The Bidder must be in possession of the valid test certificates of solar photovoltaic modules, inverters, 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><b>Note:</b> 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><b>Applicability:</b></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, inverters, 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><b>Note:</b> 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><b>Applicability:</b></p> <p>The Bidder must have the experience of installing and commissioning of ground mounted or Solar Mini/Micro Grid of cumulative capacity <b>400 kW</b> project in <b>India</b> during <b>Ten 10 years</b> 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. The Bidder must submit Bid Form 6 of Section 7 (Annexure).</p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information.</li> <li>2. The joint commissioning certificate shall clearly mention the capacity and the date of commissioning.</li> </ol> <p>The Bidder must submit Bid Form 6 of Section 7 (Annexure).</p>
4.3.2.	<p><b>Applicability:</b></p> <p>The Bidder must have a good track record of maintenance of the Solar Mini/Micro Grids installed at least for 5 years.</p> <p>The bidder must have properly maintained the installed solar Mini/Micro Grids. 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. However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information.</li> <li>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.</li> </ol> <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><b>Applicability:</b></p> <p>The Bidder must have an aggregate average annual turnover of not less than <b>05 Cr INR</b> 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><b>Payment:</b></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"> <li>Material supply report duly verified and signed by Assistant Director (Technical) &amp; respective authorised village representative.</li> </ul> </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"> <li>Joint Commissioning Certificate</li> <li>Warranty certificate</li> <li>GPS based photograph</li> </ul> </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"> <li>Performance cum acceptance certificate duly signed by Assistant Director (Tech.) &amp; authorised village representative.</li> </ul> </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"> <li>Material supply report duly verified and signed by Assistant Director (Technical) &amp; respective authorised village representative.</li> </ul>	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"> <li>Joint Commissioning Certificate</li> <li>Warranty certificate</li> <li>GPS based photograph</li> </ul>	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"> <li>Performance cum acceptance certificate duly signed by Assistant Director (Tech.) &amp; authorised village representative.</li> </ul>
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"> <li>Material supply report duly verified and signed by Assistant Director (Technical) &amp; respective authorised village representative.</li> </ul>												
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"> <li>Joint Commissioning Certificate</li> <li>Warranty certificate</li> <li>GPS based photograph</li> </ul>												
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"> <li>Performance cum acceptance certificate duly signed by Assistant Director (Tech.) &amp; authorised village representative.</li> </ul>												

SCC Clause reference	GCC Clause reference	Detailed Clause
6.1.2.	GCC Clause 5.5.2.1	<p><b>Warranty:</b></p> <p>The Warranty in respect of the new Equipment supplied shall be as follows:</p> <ul style="list-style-type: none"> <li><b>Solar photovoltaic modules:</b> Performance Warranty with guaranteed ninety percent (90%) production at the end of 10<sup>th</sup> year of operation and 80% (eighty percent) at the end of the 25<sup>th</sup> 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.</li> <li><b>Inverter:</b> Product Warranty period of 05 (Five) years from the date of Commissioning of the Project.</li> <li><b>Module mounting structures:</b> Product Warranty period of 05(Five) years from the date of Commissioning of the Project.</li> <li><b>Balance of system (including batteries):</b> Product Warranty period of 05(Five) years from the date of Commissioning of the Project.</li> </ul> <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 one (01) 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 Mini-Grids installed 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 Mini-Grids installed 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 Mini-Grids installed 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 Mini-Grids 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:

No of schools	Cumulative capacity of Solar Mini grid in kW	Applied for the Project
		[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 Mini Grid 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 mini grid 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 mini grid projects		

The details pertaining to the reference projects are given below:

Sr. No.	Item Description	Reference project [insert]**
1.	Project capacity in kW	[capacity as per Joint Commissioning Certificate] kW
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)/ Inverter*	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](mailto: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 Mini Grid 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 Mini-Grids 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 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)

Price Bid				
Tender No. _____/OREDA Dt. .				
Repair & Revival of defunct Solar PV Mini-Grids 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	<b>Solar Power Plant</b>			
a	Cost of Solar PV module	Watt		
b	Cost of repairing of Inverter	kVA		
c	Cost of battery	Ah		
d	Cost of MMS structure	Watt		
e	Cost of other component required for installation of SPV power plant(includes lightening arrestor and earthing materials)	Watt		
f	Cost of Civil work for structure	Watt		
g	Cost of repair of control room & fencing	Watt		
	Total			
2	<b>LT Line with service connection and Luminaries</b>			
a	Cost of repair of LT line with PSC pole/RS Joist pole	km		
b	Cost of Luminaries.	Watt		
c	Cost of Street light	Watt		
d	Cost of service connection & house wiring & BOS	Per HH		
	Cost of Re-earthing of the House holds	Per HH		
	Total			
3	Comprehensive maintenance contract (CMC) for five years PER kW	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 must include transportation, handling and installation charges.

NIT no.:2622, Dated: 19.06.2024

3. All component price to be quoted excluding GST in INR.
4. The work order value of the project shall be included as applicable tax.
5. This format to be uploaded on the E-procurement Website as per the instruction given in the NIT.
6. 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 Mini-Grids installed under DDUJY 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 SOLAR MINIGRID separately (as applicable).
4.	Submission of a site survey report with the finalization of the exact location of the Project and the plan for the revival of SOLAR MINIGRID separately (as applicable).
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 SOLAR MINIGRID separately (as applicable).
6.	Contact information of various OEMs for the solar photovoltaic module, inverter, battery, solar street lighting systems and balance of systems of the Project for the implementation of SOLAR MINIGRID separately (as applicable).
7.	Single line diagram of individual SOLAR MINIGRID plant (as applicable).



Sl. No	Critical documents
8.	Design document of the module mounting structure and pole mounting structure of the Project for the implementation of SOLAR MINIGRID 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 Mini-Grids installed 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 Mini-Grids installed 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 mini grid 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, inverter, 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 Mini-Grids installed 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 – Solar Mini-grid

### 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 minimum 300Wp and above wattage each with 144 cells.
- 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 modules/ panels/arrays. 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. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels.
- g) Special care should be taken while designing all structures for modules to cater to heavy rainfall.
- h) Adequate spacing shall be provided between two-panel frames and rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.
- i) 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.
- j) The support structure shall be free from corrosion when installed.
- k) 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.
- l) Adequate spacing shall be provided between any two modules secured on PV array for improved wind resistance.
- m) The structure shall be designed to withstand operating environmental conditions for a period of a minimum of 25 years.

### **AJB (Array junction Box)**

This shall consist of suitable FRP/Thermoplastic/ polycarbonate / powder coated metal casting. In this box/boxes a separate arrangement which shall consist of SPDs and DC connector of suitable specifications for Array which can withstand respective flow of current. Each main junction shall be fitted with appropriate blocking diode. The junction boxes shall be of reputed make and should be as per IP 65(for outdoor) ,IP21 (for indoor).

### **DCDB (DC DISTRIBUTION BOARD)**

DCDB with the purpose of providing the option for isolating the battery bank. There shall be copper bus bars of suitable rating. These can either be independent or integrated in the PCU.



### **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:**

- Only VRLA / GEL batteries suitable for solar application should be used in the battery banks.
- The batteries must be conforming to the latest edition of any of the following IEC / equivalent BIS Standards/MNRE guidelines for design qualification and type approval: IEC 61427 / IS 1651/ IS 13369/IS 15549.
- The battery bank capacity should not be less than 7.2 Vah/Wp.
- Details of Battery Bank Capacity is specified for each capacity of power plant as the MNRE Specification @7.2 Vah/Wp and Battery Voltage of 2V.

### **The general specifications shall be as under:**

- The battery bank shall consist of required number of deep-discharge electrochemical storage cells, suitably interconnected as required. Parallel connections of storage cells will be discouraged.
- The cells shall be capable of deep discharge and frequent cycling with long maintenance intervals and high columbic efficiency. Automotive or car batteries shall not be accepted.
- The nominal voltage and capacity of the storage bank shall be selected and specified by the supplier in the bid.
- The self-discharge rate of the battery bank or individual cell shall not exceed three (3) percent per month.
- The battery bank should be designed for minimum three days autonomy, i.e it should have enough storage to provide power even if there is no sun for three consecutive days.
- The permitted maximum depth of discharge (DOD), shall be specified by the supplier in the bid. Supplier should also specify the expected life of the Battery bank.
- The cells shall include explosion proof safety vents.
- The cells shall include the required number or corrosion resistant inter-cells with all required chemicals electrolyte packed in separate containers
- The flooded electrolyte type cells shall preferably be supplied in dry charged condition. Full instructions and technical details shall be provided for electrolyte filling and battery recharging at site for the first time.
- If the cells are supplied in uncharged conditions, then the supplier shall provide full instructions for first time charging including, but not limited to, the following:
  - A checklist of all items required: Minimum specification with possible alternatives of the required battery charger for first time charging. Instruction of electrolyte filling, battery charging etc. and instructions on the transportation of charged batteries, if required.
- Suitable number of corrosion resistant and acid-proof storage racks shall be supplied to accommodate the cells tester and other accessories. The rack design shall be such that minimum space is required, without any way obstructing the maintenance requirements. For metallic racks, standards specified for control panel enclosures and other metallic shall govern.
- All the connectors should be insulated except for the end portions.
- All technical and other details pertaining to the storage cells shall be supplied including but not limited to the following: - Rated voltage and ampere-hour capacity of each storage cell at the rated discharge rate.

- Permitted maximum DOD.
- Self-discharge rate.
- Cycle life of the storage cell and the anticipated life (in years) of the battery bank.
- Total number of storage cells in use.
- Details on cell interconnections, if any.
- All the connectors should be insulated except at both ends from where the connectors are connected to battery terminals. Every cell should have proper numbering marked clearly for its identification. Only pre-insulated connectors should be used. Battery Rack: Placement of battery should be such that maintenance of the battery could be carried out easily. The non-reactive acid proof material should be provided to cover the entire floor space covering the battery rack. Battery rack should compulsorily be placed on the appropriate rubbers pads to avoid the contact of wooden racks with the floor, to protect wooden rack particularly from termite. Termite resistant material should be provided. Battery Protection Panel The battery protection panel shall be made of suitable powder coated metal casting having two incoming and two outgoing terminals. There shall be 2 Nos HRC Fuses of suitable rating with fuse holder/base etc as required. 2 poles MCB/MCCB can also be used for isolation purpose instead of fuses, if required. BPP should be connected between Battery Bank & DCDB. This can be integrated in the PCU.

### **POWER CONDITIONING UNIT (PCU)**

The PCU should be designed to be completely compatible with the SPV array voltage.

- The combined kVA rating of all PCUs shall not be less than corresponding KVA at standard temperature.
- Optimum numbers of central inverter with MPPT shall be used with the power plant for maximum efficiency.
- The inverter shall be efficient based on PWM MPPT with IGBT/ reliable power based design.
- The PCU shall have internal protection arrangement against any sustained fault in the feeder line and against lightning in the feeder line.
- The PCU shall have the required protection arrangements against earth leakage faults.
- Specifically, the PCU should be three phase power conditioning unit using static solid state components.
- The sine wave output of the inverter shall be 220V, Single phase, 4 wire 50 HZ AC LT voltage for power plant capacity less than 10 KWp. For power plant capacity more than 10 KWp capacity, the output shall be 415V, 3 phase, 4 wire 50 HZ AC LT voltage.
- The inverter shall incorporate transformer isolated output (transformer less inverter shall be used with suitable external transformers), suitable DC/AC fuses/circuit breakers and voltage surge protection shall be provided. Fuses used in the DC circuit shall be DC rated.
- The peak inverter efficiency inclusive of built in isolation transformer shall exceed 94% at full load
- The kVA ratings of inverters for PV systems should be chosen as per the PV system wattage.
- The output power factor should be of suitable range to supply or sink reactive power.
- Inverter shall provide display of PV array DC voltage, current and power, AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency. Remote monitoring of inverter parameters should be possible.
- The inverter shall include adequate internal cooling arrangements (exhaust fan and ducting) for operation in a non-AC environment.
- Operating temperature Range shall be 0 to 55 deg C
- THD should be less than 3%.
- The injection of DC power in to distribution network shall be avoided by using suitable isolation transformer etc at output of inverter.
- Ripple content must not exceed 3% on DC side.
- The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes. The Inverters should qualify to IEC 61683 or equivalent standard. The inverters should also qualify at the IEC 60068 2 (6,21,27,30,75,78).

- Maximum Power Point Tracker (MPPT) shall be integrated in the power conditioner unit to maximize energy drawn from the Solar PV array.
- The charge controller/ MPPT units should qualify to IEC 62093, IEC 60068 standards.
- The Bidder shall furnish Guaranteed Technical Particulars as per Sheet-2.
- DATA ACQUISITION SYSTEM
- Data Acquisition System shall be provided with solar PV power plant of capacity 50 KW and above.
- 2 Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.
- String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- The time interval between two sets of data shall not be more than 3 minutes.
- (A min. of 20 samples of data shall be recorded per hour)
- Data Acquisition System shall have real time clock, internal reliable battery backup and data storage capacity to record data round the clock for a period of minimum 6 months.
- Computerized AC energy monitoring shall be in addition to the digital AC Energy meter.
- The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- All instantaneous data shall be shown on the computer screen.
- Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
- Provision for Internet monitoring and download of data shall be also incorporated.
- The communication interface shall be suitable to be connected to local computer and also remotely via the Web using either a standard modem or a GSM / WIFI modem. The following parameters shall be measured, displayed and recorded/logged. Daily plotting of graphs for various parameters shall also be available on demand.
- 15 minute, Daily, monthly & Annual energy generated by the solar system (kWh)
- Solar system temperature
- Ambient temperature
- Solar irradiation/isolation
- AC and DC side voltage and currents
- Power factor on AC side
- DC injection
- Total Current Harmonics distortion in the AC side
- Total Voltage Harmonic distortion in AC side
- Efficiency of the inverter
- Solar system efficiency
- Display of I-V curve of the solar system

## **PROTECTION:**

### **LIGHTNING PROTECTION:**

The SPV Power Plant should be provided with lightning protection equipment. The principal aim in this protection is to reduce the over voltage to a tolerable value before it reaches the PV or other sub-systems components. The source of over voltage can be lightning or any other atmospheric disturbance. The Lightning Arrestor (LA) is to earth using 1¼" diameter (minimum) and 12 feet long GI spike on the basis of the necessary meteorological data of the location of the projects. Necessary foundation for holding the LA is to be arranged keeping in view the wind speed of the site and flexibility in maintenance in future. Each LA shall have to be earthed through suitable size earth bus with earth pits. The earthing pit shall have to be made as per IS 3043. LA should be installed to protect the array field, all machines and control panels installed in the control rooms. Number of LA shall vary with the capacity of SPV Power Plant & location. Since most areas of Odisha are prone to heavy lightning that can cause severe surges, suitable Surge Protection Devices (SPD) should also be provided in the system.

## **EARTHING PROTECTION:**

PV Array structure should be grounded properly. Provision should be kept for shorting and grounding of the PV array at the time of maintenance work. All metal casing/shielding of the plant should be thoroughly grounded in accordance with Indian Electricity Act/IE rules /CEA safety regulations as amended up to date. After earthing resistance of each earthing pit should be tested in presence of the representative of OREDA by calibrated earth tester. The Participant shall make all testing arrangements. The earthing pit shall have to be made as per IS: 3043. All the array structures, equipment's & control systems should be compulsorily connected to the earth. Number of earthing shall vary with the capacity of SPV Power Plant & location.

### **c) Surge Protection Devices (SPD):**

- i. Surge protection devices should be provided on both the DC side and the AC side of the solar PV system. It should have a protection voltage of 2.5 kV & Nominal Discharge current of 5 kA (8/20)  $\mu$  sec.
- ii. The DC surge protection devices (SPDs) should be installed in the DC distribution box adjacent to the solar inverter.
- iii. The AC SPDs shall be installed in the AC distribution box adjacent to the solar inverter.
- iv. The SPD's earthing terminal should be connected to earth through the abovementioned dedicated earthing system.

## **DANGER BOARDS:**

Danger boards should be provided as and where necessary as per IE Act/IE Rules/CEA Safety rules as amended up to date, as per the instructions of OREDA & affixed at various appropriate locations.

## **CABLES/WIRE:**

All connections should be properly made through suitable lug/terminal crimped with use of suitable proper cable glands. The size of cables/wires should be designed considering the line losses, maximum load on line, keeping voltage drop within permissible limit and other related factors.

For normal configuration the minimum suggested sizes of cables are:

Module to Module/AJBs minimum 4 sq mm (single core)

MJBs to AJBs minimum 10/16 sq mm (two core),with respect to current ratings of designing

MJBs to DCDB minimum 25 sq mm (single core) or as per design&rating.

DCDB to PCU -minimum 25 sq mm (single core),or as per design&rating.

Battery to BPP minimum 25 sq mm (single core)or as per design&rating.

BPP to DCDB minimum 25 sq mm (single core)or as per design &rating.

DCDB to PCU minimum 25 sq mm (single core)or as per design &rating.

PCU to ACDB as per design & rating

The size & rating of the cables may vary depending on the design & capacity of SPV Power Plant. Participant should compulsorily get the design & rating of the cables approved from the local DISCOM prior to the installation.

## **Balance of Systems (BOS)**

- Conduits/concealed cable trays shall be provided for all DC cabling.
- Conduits/concealed cable trays shall be adequately secured

- The DC and AC cable type shall be PVC/XLPE insulated, suitably armoured, 1100V grade multi stranded copper conductor. Appropriate colour coding shall be used.
- The DC and AC cables of adequate electrical voltage and current ratings shall be also rated for 'in conduit wet and outdoor use'.
- The DC and AC cable size shall be selected to maintain losses over the entire lengths of the cables to minimum.
- All wires used shall conform to IS and should be of appropriate voltage grade. Only copper conductor wires of reputed make shall be used.
- DC cables from array combiner box to DC distribution box in the control room shall be laid inside cable duct where available or secured with conduits/concealed cable trays where duct is not available.
- The DC and AC distribution boxes shall be wall mounted inside control Room.
- DC distribution box shall incorporate DC disconnect switch, lightning surge protectors, any other protection equipment, screw type terminal strips and strain relief cable glands.
- AC distribution box shall incorporate AC circuit breaker, surge voltage protectors, any other protection equipment, plant energy meter, screw type terminal strips and strain relief cable glands.
- DC and AC cabling between inverter and distribution boxes shall be secured with conduits/concealed cable trays.
- The total AC cable losses shall be maximum of 1% of the plant AC output over the specified ambient temperature range.
- All cable conduits shall be GI/HDPE type.
- All cable trays shall be powder coated steel or GI or equivalent

### **Power Distribution Network**

Installation of Power Distribution Network:

To supply, install & commissioning of Power Distribution Network at the site which shall operate on the electrical power produced by the SPV Power plant installed at the concerned site in the following manner:

(1) Installation of domestic connection to every household through service wire as per the standard as per the specifications of OREDA.

(2) Installation of appropriate load limiting switch / fuse for controlling domestic / street lighting connections, as per requirement of the site.

(3) Supply, installation & grouting of MS/PSC Poles as per REC norms (or if the tenderer has better drawing he may attach the same with additional offer) for overhead / underground distribution network of cables at village/site..All the poles/street lights should be numbered by oil paint in the specified format of OREDA. Two numbers of MS sign boards and danger/Interlinking Boards has to be supplied, painted (in the same manner as pole painting instructions) & clamped on the poles of the PDN as per OREDA instructions.

(4) Supply, installation & commissioning of overhead cabling from pole to pole & pole to house. Cabling between pole to pole should be done as per standard norms of REC.

(5) Supply, installation & commissioning of required numbers of poles with LED Lamp.

(6) Supply & installation of earthing kits, stay wire sets with complete set for poles etc. as per norms where ever required.

Note: (i) All cables should be of Aluminium, copper tested for General Test and Measuring Method PVC insulated cables as per IEC 60227 / IS 694 and IEC 60502 / IS 1554.

ii) All the materials to be consumed in the power distribution network should be of best Quality confirming to specification & should be with prior approval of OREDA.

### **Technical Specifications of Control Room**

A brick machinery room with RCC roof and cement concrete floor of suitable size is to be constructed to house the battery bank and other control equipments .The room should be well

ventilated and spacious enough so that a part of the room can be used as a small office. The room should be provided with necessary furniture and fixtures. It should also be provided with a toilet. In order to save time, pre-cast / pre-fabricated control rooms can also be installed with all the above features.

**Operation & Maintenance:**

Operation & maintenance of SPV Power Plant along with the Power Distribution Network system installed at site has to be done. 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 one(01) years. Tenderer shall also be responsible for providing training / capacity building to villagers / users for safe usage of power & running of power plant. Reporting of the progress of the project has to be submitted in the prescribed format to every month.

**Operation and Performance Monitoring.** Operation part consists of deputing necessary manpower necessary to operate the Solar Photovoltaic Power Plant at the optimum capacity. Operation procedures such as preparation to start, routine operations with safety precautions, monitoring of Solar Power Plant etc. shall be carried out as per the manufacturer’s instructions to have trouble free operation of the complete system. Daily work of the operators in the Solar Photovoltaic Power Plant involves:

- Cleaning of Modules, logging the voltage, current, power factor, power and energy output of the solar Power Plant.
- Note down failures, interruption in supply and tripping of different relays, reason for such tripping, duration of such interruption etc.
- Check battery voltage – specific gravity and temperature.

The operator shall record monthly energy output, down time, etc.

**Construction of LT Lines**

The LT line has following configuration:

The LT lines shall be of following configurations Sl No.	Type of line	Conductor	Support	Average span in mtr.
1	3Phase 4Wire	AB cable of size 3X35mm <sup>2</sup> +1X25mm <sup>2</sup> XLPE Insulation	8Mtr. 200KG PSC	40
2	3Phase 4Wire	AB cable of size 3x55+1x50+mm <sup>2</sup> XLPE Insulation	8Mtr. 200KG PSC	40
3	1Phase ABC	Aerial Bunched Cable (ABC) of size 1X35+1X25	8Mtr. 200KG PSC	40

LT Lines using AB Cable shall be constructed on 8 mtr 200KG PSC Pole/MS joist poles complete with eye hook, suspension/dead end clamp including belting of clamps etc. complete as required for supporting LT AB conductor, earthing arrangement, anti climbing device, danger plate, stay sets as required, bolts, nuts & washers and any other hardware required to complete the work, as finalised during detailed engineering.

**Service Connections**

The scope includes providing service connections to the beneficiary including 2 points wiring and coil earthing to the installation. The service cable shall travel from service pole to the premises of the consumer with the provision of

- i) PVC insulated double core with outer sheath 2.5 sq. mm single strand Alluminium cable
- ii) UDC (Universal Distribution Connector) ABC cable with piercing type connector and distribution box at DT

- iii) Supporting GI wire 10 SWG
- iv) GI pipe 20 mm, bend etc.
- v) Providing 2Nos. LED Bulb (18W each) lamp in the consumer premise

#### **L.T. consumer connection from service pole**

The contractor shall provide the service connections to the identified households. The service connection shall be complete in consumer's premises. Service Connection shall be provided with 'PVC' insulated 650/1100 V grade, twin core Aluminum solid Conductors of size 2.5 sq.mm (3/22 cu equivalent) these wires shall be supported by a bearer GI wire (3.15 mm) as per REC Spec. No. 45/1986. Cable shall be tied to bearer wire with an insulated (Porcelain or bakelite) ring of adequate size and strength. The bidder shall provide his own arrangements for anchoring the bearer wire at the premises of customers in case of BPL households.

#### **Pole Top Distribution Box**

Locations, where the numbers of consumers are in excess of 2 (say 3 to 5), a pole top LT distribution box shall be provided. If the number of consumers exceeds 5, then the connection has to be provided from adjacent pole having separate distribution box.

#### **Piercing Connector**

Wherever, the consumers for a particular pole are 1 or 2, piercing type connectors, having provision for main conductor and service conductor of appropriate size for ABC & UDC for bare conductor, shall be used. For LT main lines with bare conductors, service connection shall be provided using 'UDC' or wedge type connectors of suitable dimension/size as per REC specification. Cost of all items/material required to complete the service connections shall be included in the quoted price. The installation of all the material is in the scope of contractor. As far as possible the service connection shall be given from the DT/pole of the LT line, which is nearest to the consumer's premise. The service cable shall enter to the meter of the consumer premises through GI pipe of 20mm dia up to the meter board. GI pipe will be fixed to the wall with suitable clamps. The supporting GI wire will be suitably tied to the GI pipe. Coil earthing is to be done with GI lead wire to main switch.

#### **House Wiring**

For all the households, the contractor shall carry out complete works of house wiring. ISI marked Double Pole 16Amp main switch shall be used. ISI marked PVC conduit with single core 2.5 sq mm. aluminium wire shall be used for house wiring. Two point wiring for lighting points shall include two piano type ISI marked 5A switch, Bakelite/plastic holder, 2Nos. LED Lamp (18W & 11W).

The wooden box shall be fixed in the consumer premises at a suitable height and shall house

- i) 16Amp. DP Main Switch
- ii) Earthing terminal
- iii) One 5 Amp. Switch
- iv) One 18W LED bulb with holder

Another wooden distribution board shall be fixed in the consumer premises at a suitable height and shall house

- i) 5 Amp switch
- ii) 11 Watt LED lamp with holder
- iii) A 5 Amp socket

#### **Erection of Pole, PSC footing and compaction of soil**

Pits are to excavated to a size of 0.6 meter x 1.2 meter with its longer axis in the direction of the line. In case bidder employs Earth augers, the Pit size can be considered 0.6 meter dia with 1.5 meter depth.

For hard rock locations, 1 meter deep hole of diameter 20% in excess of the longest dimension of the bottom most portion of pole shall be excavated. The pole shall be grouted in the pit with 1:2:4 nominal concrete mix at the time of pole erection. The planting depth of pole over the base precast concrete slab shall be 1500 mm in the ground except in wet soil and black cotton soil where depth shall be increased by 0.2 mtr. to 0.3 mtr. with reduced wind span.

### **PROVIDING OF GUYS/STRUT POLES TO SUPPORTS**

Strut poles/flying guys wherever required shall be installed on various pole locations as per REC construction standards. For selection of guing locations REC guidelines & construction practices shall be followed.

The stay rod should be placed in a position so that the angle of rod with the vertical face of the pit is 300/450 as the case may be.

G.I. stay wires of size 7/3.15 mm (10 SWG) with GI turn buckle rod of 16 mm dia & 16 mm dia GI stay rods, shall be used for 11KV & LT line. G.I. stay wires of size 7/4 mm with GI turn buckle rod of 20 mm dia & 20 mm dia GI stay rods, shall be used for 33 KV line.

For double pole structure (DP), four stays along the line, two in each direction and two stays along the bisection of the angle of deviation (or more) as required depending on the angle of deviation are to be provided. Hot dip galvanised stay sets are to be used.

The anchor plate shall be fixed to 200mm x 200mm MS plate of 6mm thickness. M.S. rod with a bolt arrangement at one end and other end is given shape of 40mm dia circle to bind one end of the stay wire.

### **STRINGING OF CONDUCTOR**

The works include spreading of conductors or LT AB Cables without any damage and stringing with proper tension without any kinks/damage including binding of conductor at pin points, jumpering at cut points etc. The ground & line clearances at road crossings along roads, L.T. crossings & other crossings shall be as per the relevant I.E. rules. All the joints or splices shall be made at least 15 meters away from the pole. No joints or splices shall be made in spans crossing over main roads, railways and small river spans. Not more than one joint per sub-conductor per span shall be allowed. The compression type fittings shall be of the self-centring type. After compressing the joint, the aluminium sleeve shall have all corners rounded; burrs and sharp edges removed and smoothened. The empty conductor drums, available after laying of conductor, shall be disposed of by the contractor at his cost. These drums may be used for rewinding of Conductor removed from the line at the later stage of Re-conducting work.



### 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 MINIGRID are given below:

Sl. No.	Items	Details
1.	Name of the Habitation	
2.	Address	
3.	Capacity of the SOLAR MINIGRID	
4.	Battery capacity	
4.	Net Meter installed	(Yes/No)
5.	Generation Meter installed	(Yes/No)
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.	<b>Open Circuit / Close Circuit Test (Current &amp; Voltage Measurements)</b> 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	
4.	Main Junction Boxes (Current & Voltage)	
5.	Array Junction Boxes (Current & Voltage)	
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 capacity of [insert capacity] kW Solar Mini Grid 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:

### 7.5.6. Appendix Form 6 (Acceptance Certificate)

## Acceptance Certificate of the Rooftop Solar Power Project

(To be issued by OREDA on the letterhead)

TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

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

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

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

1. Acceptance Report as submitted by the Commissioning Committee prepared in line with Commissioning Report
2. No claim/ lien certificate

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal:

7.5.7. **Appendix Form 7 (Scheduled Maintenance):**

The periodic Scheduled Maintenance protocol for SOLAR MINIGRID is given below:

Sr. No.	Task	Quarterly	Semi-annual	Annual	Biannual
<b>1</b>	<b>PV Array</b>				
A	Inspect each PV modules for damage				
B	Observe PV array shading and take corrective measures				
C	Clean array with water and removes debris around the array				
D	Inspect array mounting structure, check for loose fasteners, corrosion, broken/ damaged concrete footings, etc. and take corrective measures, if necessary.				
E	Check the array junction box, all wires and cables to take corrective measures if necessary.				
F	Adjust tilt angle, if necessary				
G	Check array current & voltage. If required each module current, voltage & bypass diode condition.				
H	Check for any loose contacts in the string connection (+ve/-ve MC4 connectors)				
<b>2</b>	<b>PCU</b>				
A	Check inverter and/or charge controller for correct settings				
B	Check Inverter capacity and max allowable load using dummy load.				
C	Ventilation fan condition/filter cleaning				
D	Check all the parameters (I/P & O/P) as per Manufacturer datasheet for any Malfunctioning				
<b>3</b>	<b>Protection devices</b>				
A	Check for continuity of lightning arrestor				
B	Check system earthing				
C	Check all SPDs				
D	Check all bypass/ blocking diodes and take corrective measures if necessary.				
<b>4</b>	<b>Home inverter/UPS</b>				
A	Check Inverter capacity and max allowable load using dummy load, Fuses and Ventilation condition				
B	Check Battery capacity and backup time				

### 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
2	Power Conditioning Units (PCU)/ Inverter*	IEC 61683	Efficiency Test	MNRE/NABL/BIS authorized Test Lab
		IEC 60068	Environmental Test	MNRE/NABL/BIS authorized Test Lab
		IEC 62116	Anti-Islanding Protection	MNRE/NABL/BIS authorized Test Lab
		IEC 61727	Grid Interconnection	MNRE/NABL/BIS authorized Test Labs
		IP 21	Ingress Protection for Outdoor/Indoor Enclosure	MNRE/NABL/BIS authorized Test Lab

\*Self-certified Test reports of PCU may be submitted for capacities above 10 kW

### 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]

***End of Document***