

RFE for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Roof-top Solar PV On-grid systems with battery backup of cumulative capacity up to 4 MW in various capacities across Odisha on a rate contract basis.

Addendum to the RFE No.: 5013, Dated:31.12.2024

| SI. NO | CLAUSE NO | PAGE NO | CLAUSE | Amendment issued |
|--------|-----------|---------|--|---|
| 1 | 2.1.3 | 23 | Submission of Bid Security/EMD | Category B: Eligible MSME bidders are exempted from submitting the Bid Security amount as mentioned in BDS clause 2.1.3 and may be provided all the concessional benefits/preferences as applicable under Odisha Procurement Preference Policy for Micro and small enterprises,2023/24. 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, otherwise the bid shall be liable for rejection. Note: The exemption of EMD/Bid Security is applicable to bidders registered in Odisha MSME only. |
| 2 | 2.1.7 | 25 | Empanelment of Successful Bidders: Please refer to section 7.8 Work Allocation Methodology for detailed allocation methodology. +Based on quotation submitted by the Qualified Bidder(s), lowest evaluated price (L1) for different configuration of Roof Top Solar Project Off grid system, shall be discovered. +For Category A: The discovered L1 price for each type of configuration and packages of Roof top Solar shall be offered to all the respective Qualified Bidder(s) to match it, subject to the bidder's price bid is less than or equal to 1.20 x L1 price. The bidders whose financial bid is more than 1.20 x L1 price, shall not further be considered for the empanelment process. L2 bidder on wards who will agree to match L1 price will be selected based on their ranking (in terms of their financial bid, ranking such as L2, L3, L4 etc.). In case the bidders quoted equal price there will be draw of lots among the equal quoted bidders to select the successful bidder. Maximum total 10 bidders shall be empanelled for execution of various Off grid Roof Top Solar projects as Category A Bidders. +For category B: Successful Bidders will be selected for different configuration of Roof Top Solar project On-grid system, as mentioned in BDS 2.1.3, subject to matching L1 price. The projects will be allocated to category B bidders as per OREDA's discretion until all the category B bidders are allotted some work. Once the allotment to every bidder completed the projects will be allocated as per the performance of the bidder. All the techno-commercially responsive bids will undergo a draw of lots and will be selected for the allotment of work. +Empanelment Order will be issued to Qualified Bidder(s) who qualified as L1 bidder(s) or accepted L1 price bid for different configuration of Roof Top Off Grid Solar project as mentioned in BDS 2.1.3 and accepting the LOI with required formalities Note: In case 50% of the responsive bidders or five (5) responsive bidders do not agree to the L1 price discovered, the bid may be rejected at OREDA's discretion. | Empanelment of Successful Bidders: Please refer to section 7.8 Work Allocation Methodology for detailed allocation methodology. +Based on quotation submitted by the Qualified Bidder(s), lowest evaluated price (L1) for different configuration of Roof Top Solar Projects shall be discovered. +For Category A: The discovered L1 price for each type of configuration and packages of Roof top Solar shall be offered to all the respective Qualified Bidder(s) to match it. L2 bidder on wards who will agree to match L1 price will be selected based on their ranking (in terms of their financial bid, ranking such as L2, L3, L4 etc.). In case the bidders quoted equal price, there will be draw of lots among the equal quoted bidders for subsequent rankings. Note: There is no capping for the empanelment of bidders for execution of various Roof Top Solar projects as Category A Bidders. +For category B: Successful Bidders will be selected for different configuration of Roof Top Solar projects, as mentioned in BDS 2.1.3, subject to matching L1 price. The projects will be allocated to category B bidders as per OREDA's discretion until all the category B bidders are allotted some work subject to availability of work. Once the allotment to every bidder completed the projects will be allocated as per the performance of the bidders. All the techno-commercially responsive bids will undergo a draw of lots and will be selected for the allotment of work. Note: There is no capping for the empanelment of bidders for execution of various Roof Top Solar projects as Category B Bidders. +Empanelment Order will be issued to Qualified Bidder(s) who qualified as L1 bidder(s) or accepted L1 price bid for different configuration of various Roof Top Solar project as mentioned in BDS 2.1.3 and accepting the LOI with required formalities. Note: In the case 50% of the responsive Category A bidders do not agree to the L1 price discovered for any type configuration or category or package, then the L1 price bid for that particular configuration or category or package will be discarded at OREDA's discretion. The next L2 price bid for that particular configuration or category or package may be considered or called for further negotiations. If in the case, L2 price for that particular configuration or category or package is not accepted by at least 50 % of remaining responsive Category A bidders then the next L3 price for that particular configuration or category or package may be considered or call for further negotiations. If in the case, L3 price for that particular configuration or category or package is not accepted by at least 50% of the remaining responsive Category A bidders then the whole tender or price bid for that particular configuration or category or package may be cancelled at the sole discretion of OREDA. |
| 3 | 2.1.9 | 27 | Performance Security: For Category A : Performance Bank Guarantee = 10% of the Work order Value in the form of BG of 2% each (5 Nos one for each year) at the time of Acceptance of LOI For Category B Performance Bank Guarantee = 10% of the Work order Value in the form of BG of 2% each (5 Nos one for each year) at the time of Acceptance of LOI Note: No waiver or concession of any kind will be granted for the submission of the Performance Bank Guarantee (PBG). | Performance Security: For Category A : Performance Bank Guarantee = 10% of the Work order Value in the form of BG of 2% each (5 Nos one for each year) at the time of Acceptance of LOI or Work Order For Category B Performance Bank Guarantee = 10% of the Work order Value in the form of BG of 2% each (5 Nos one for each year) at the time of Acceptance of LOI or Work Order Note: The waiver or concession on Performance Security of any kind will be granted as per the OGFR 2023, GoO to eligible MSME bidders registered in Odisha and will be applicable for category B bidders only. |
| 4 | 4.1 | 33 | General Qualification Requirement | Applicability for Category A and Category B bidders: Multi State Cooperative Societies Registered under the Multi State Societies Act of 2002 is also eligible for bidding. A Multi State Cooperative Society should submit the registration under the Multi State Cooperative Act 2002 and the BYE Laws of the Society. |
| 5 | 4.3 | 35 | Technical Qualification Requirement | In addition to the prevailing technical requirements of the RFE, the bidders can also be considered under Category A if they fulfill the following criteria: 1. For bidders operating Pan India : a. Successful completion of minimum 500 kW solar power projects (Roof Top Solar/Ground Mounted) through govt. work order only in the last Five (5) years from date of publication of this RFE. b. Minimum 500 Solar Pumps installed Pan India through govt. work order only in the last Five (5) years from date of publication of this RFE. c. Solar PV Module Manufacturer who has supplied minimum 3 MW cumulative capacity of Solar PV Modules in the last Five (5) years from date of publication of this RIE. (Support Documents - Supply Order/Purchase Order/Delivery Challans along with self declaration) 2. For bidders operating in Odisha only : a. Successful completion of minimum 200 kW solar power projects (Roof Top Solar/Ground Mounted) through govt. work order only in the last Five (5) years from date of publication of this RIE. b. Minimum 250 Solar Pumps installed in Odisha through govt. work order only in the last Five (5) years from date of publication of this RIE. c. Solar PV Module Manufacturer who has supplied minimum 3 MW cumulative capacity of Solar PV Modules in the last Five (5) years from date of publication of this RIE. (Support Documents - Supply Order/Purchase Order/Delivery Challans along with self declaration) Note: In case of the bidder applying as JV or Consortium, any of the members should satisfy the Technical Requirement criteria as per the RIE conditions. |
| 6 | 4.4 | 36 | Financial Qualification Requirement | The Bidder (both operating Pan India or in Odisha only) must have followed an aggregate average annual turnover of not less than the Min. average annual turnover of INR 200 Lakh or 2 Cr in the last Five (5) financial years i.e; FY 19-20, FY 20-21, FY21-22, FY22-23 and FY 23-24 from the solar energy related business only. Note: In case of the bidder applying as JV or Consortium, any of the members should satisfy the Financial Requirement criteria as per the RIE conditions. |
| 7 | 7.8 | 125 | Work Allocation Methodology | In addition to the prevailing conditions: a) There is no capping of Category A bidders and all responsive techno-commercial qualified bidders will be ranked as per BDS clause 2.1.7 of the RFE. The work will be allocated based on rankings giving priority to L1 till all the ranked category A bidders are allocated work as per the ranking order and OREDA's discretion. Further allocation of work will be based on performance. b) There is no capping of Category B bidders and all responsive techno-commercial qualified bidders will be ranked as per BDS clause 2.1.7 of the RFE. The work will be allocated as per the rankings of category B bidders till all the ranked category B bidders are allocated work as per the ranking order and OREDA's discretion. Further allocation of work will be based on the performance . |
| 8 | 7 | 52 | Annexure to all Bid Forms | For the purpose of making Demand Draft or Bank Guarantee (BG) in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar; The following bank details may be considered: Account No: 924020075365443 IFSC: UTIB0000024 Axis Bank Ltd, Satyanagar, Bhubaneswar |
| 9 | 7.2 | 80 | Price Bid | The updated Price Bid is uploaded in e-tender portal. |
| 10 | 7.1 | 130 | JV/Consortium Format | Updated Consortium format is attached. |

Note: All other terms and conditions of the RIE remains unchanged and applicable at all times.

Sd
Chief Executive Officer

Consortium Agreement Format

Consortium Agreement

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

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

Date: [DD MMM YYYY]

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

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

This CONSORTIUM AGREEMENT is entered into on this [DD] day of [MMM] month, year [YYYY]

AMONGST

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

AND

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

AND

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

AND

...

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

WHEREAS,

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

It is a necessary condition under the RFP that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof as per the RfE clauses.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

The Parties do hereby irrevocably constitute a Consortium (the “**CONSORTIUM**”) for the purposes of jointly participating in the bidding process for developing the Project.

The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Group Business Entity.

3. Role of the Parties

The Parties hereby undertake that at least one of the members of the Consortium is fulfilling the prequalification criteria as per the requirement of “Tender” or “RfE” in all respects. The declared “Primary Bidder” of the Consortium shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective.

The project or work shall be executed by the “Primary Bidder” as a whole and solely responsible to OREDA Ltd. for all the activities mentioned in the Tender or RfE Document including financial liabilities (Reference to the Tender or RfE Document).

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.

5. Shareholding in the Consortium

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

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

[Note: The percentage equity holding for any Consortium Member cannot be zero in the above table. Primary or Lead Member’s percentage equity holding cannot be less than 51% from the Effective Date up to the completion of Work Order or Comprehensive Maintenance Period Agreement as per RfE or issued Work Order agreement period by OREDA Ltd.; whichever is later, as the case may be. The consortium Member who fulfils the technical requirements of the RfE must have equity percentage holding not be less than 26% from the Effective Date up to the completion of Work Order or Comprehensive Maintenance Period Agreement as per RfE or issued Work Order agreement period by OREDA Ltd.; whichever is later, as the case may be.]

6. Representation of the Parties

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium Agreement;
- b) The execution, delivery and performance by such Party of this Consortium Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents including the power of attorney and board resolution in favour of the person executing this Consortium Agreement for the delegation

of power and authority to execute this Consortium Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Consortium Agreement;
- vi. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.
- vii. This Consortium Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

7. Post Contract Liabilities:

For any loss or damage on account of any breach of this Agreement or the contract awarded or any shortfall in the execution of the Project, meeting the guaranteed performance / parameters as per technical specifications / documents relating to the Tender or RfE document or subsequent work orders issued by OREDA Ltd., “**Primary Bidder**” undertake to promptly make good such loss or damage on *OREDA Ltd.* demand without any demur. *OREDA Ltd.* shall have the right to proceed against any one of the Parties of the said consortium herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of *OREDA Ltd.* to proceed against the “**Primary Bidder**” before proceeding against the other Parties herein.

8. Assignment:

The rights and obligations of First and Second Consortium Member or the any Member under this Agreement shall not be assigned to any third party without the prior written consent of OREDA Ltd.

9. Employers' Responsibility:

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

10. Insurance:

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

11. Termination

This Consortium Agreement shall be effective from the date hereof and shall continue till the expiry of the Defect Liability period as per the Tender or RfE conditions or up to the completion of Work or Comprehensive Maintenance Period Agreement as per RfE or issued Work Order agreement period by OREDA Ltd; whichever is later. However, in case the

Consortium is either not pre-qualified or does not get selected for award of the Contract, the Consortium Agreement will stand terminated in case the Consortium is not pre-qualified or upon return of the tender EMD by OREDA Ltd. to the Consortium, as the case may be. None of the parties will be entitled to terminate their association with the Consortium, till return of the tender EMD by the Consortium or payment of the amount specified in the Financial Bid by the Consortium, whichever is later.

12. Indemnification:

All Consortium members of this agreement shall fully indemnify, hold harmless and defend OREDA Ltd. and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.

13. Miscellaneous

This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack (Odisha) shall have the exclusive jurisdiction in all matters arising there under.

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

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

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

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

In the presence of witnesses:

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

Notes:

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