



OREDA LIMITED

(Under the Department of Energy Government of Odisha)

(CIN No: U35105OD2024SGC045786)

(ISO 9001:2008 / ISO 14001:2004)

S/59, MANCHESWAR INDUSTRIAL ESTATE

BHUBANESWAR-751010, ODISHA

Website: www.oredaodisha.com E-mail: ceoreda@oredaorissa.com

RfE No.: 2670/ OREDA Ltd., Date: 13.06.2025

Request for Empanelment (RfE) for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as Solar Street Lights, Solar Mini Mast, Solar High Mast of various capacity across Odisha on a rate contract basis.

Contact details:

OREDA LIMITED

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

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Notice Inviting Tender (NIT)

NIT no.: RfE No.: 2670/ OREDA Ltd., Date: 13.06.2025

Type of bidding: Domestic Competitive Bidding (DCB)

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

OREDA Limited, hereinafter referred to as "OREDA" invites e-tender for Request for Empanelment (RfE) for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as Solar Street Lights, Solar Mini Mast, Solar High Mast of various capacity across Odisha on a rate contract basis.

The Schedule of Events is given below:

1	Date of publication of RFE on E-procurement website and OREDA website	13.06.2025
2	Due date of pre bid query submission as per format of NIT	20.06.2025, Time: 5.00 PM
3	Date and time of pre-bid meeting through virtual mode https://meet.google.com/ymn-btpg-bkp	21.06.2025, Time: 11.30 AM
4	Due date and time for submission of online copies of Technical Bid and price bid.	04.07.2025, Time: 5:00 PM
5	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only <i>NB: (Bidders must submit the cost of bid, bid security, and power of attorney only in hard copy, as specified in the tender documents. Submitting any additional documents in hard copy, contrary to the tender requirements, may result in rejection of the tender.)</i>	07.07.2025, 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.	09.07.2025, Time: 3:00 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 RfE providing requisite details about the bidding process shall be made available on the E-procurement Website (www.tenderwizard.com/OREDA) on or before the due date mentioned above. In addition, the RfE 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, Assistant Director (Technical), any time during the office hours for any additional information.

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

Chief Executive Officer, OREDA

Disclaimer

To whomsoever it may concern, kindly note the following:

1. This RfE is meant for the exclusive purpose of bidding against this RfE No. **2670/ OREDA Ltd., Date: 13.06.2025** 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 RfE, the Bidder shall satisfy itself that the RfE 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 RfE is complete in all respects and has been accepted by the Bidder.
3. OREDA reserves all the right to modify, amend, or supplement this RfE 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 RfE 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 RfE, even if any loss or damage is caused by any act or omission on OREDA's part.
6. In case of any discrepancy in the documents uploaded on the websites of OREDA, e-Procurement website (www.tenderwizard.com/OREDA), the documents uploaded on tender wizard website will prevail.

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 3.3.1.6
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Affiliate	:	shall mean in relation to another company means, a company in which that other company has a "significant influence". "Significant influence" means control of at least twenty per cent. of total share capital, or of business decisions under an agreement;
Amendment	:	shall have the meaning ascribed to it in GCC Clause 0
AOA	:	shall mean Article of Association
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the 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
AY	:	shall mean Assessment Year
BDS	:	shall mean Bid Data Sheet
Beneficiary	:	shall mean Individual or Community selected by the OREDA for implementation of project
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
BIS	:	shall mean Bureau of Indian Standards
CC	:	shall mean Commissioning Certificate
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
CMC	:	shall mean Comprehensive Maintenance Contract
CMC Coverage	:	shall mean comprehensive maintenance for a period of 5 years from the date of commissioning
CMC Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
CMC Period	:	shall mean period of 5 years from the date of signing of acceptance certificate, during this period, Successful Bidder shall be responsible for undertake Scheduled Maintenance, Corrective Maintenance, and Breakdown Maintenance of the Project.
Coercive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Collusive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Commissioning Report	:	shall have the meaning ascribed to it in Appendix Clause Error! Reference source not found.
Commissioning	:	shall have the meaning ascribed to it in SOW Clause 3.2.1.5
Construction Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2

Definitions and abbreviation	:	Description
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
CPSU	:	shall mean Central Public Sector Undertaking
CRC	:	shall mean Customer Relationship Centre
CUF	:	Shall mean Capacity Utilization Factor the ratio of actual energy generated by SPV project over the year to the equivalent energy output at its rated capacity over the yearly period. CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kW X 365 X 24).
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
Defect Liability	:	shall have the meaning ascribed to it in GCC Clause 0
Defect Liability Period	:	shall have the meaning ascribed to it in GCC Clause 0
Delay Liquidated Damage	:	shall have the meaning ascribed to it in GCC Clause 0
Department	:	shall mean the user department for which the Project will be developed
Detailed Workplan	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.4
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the date of issuance of the Work Order
Empanelment Order	:	shall have the meaning ascribed to it in ITB Clause 1.6.2
EPC	:	shall mean Engineering, procurement, and construction
E-procurement Service Provider		shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean www.tenderwizard.com/OREDA
Estimated Cost	:	shall mean the estimated cost by OREDA and shall have the meaning ascribed to it in ITB Clause 0
FDR	:	shall mean Fixed Deposit Receipt
FOR	:	shall mean Freight on Road
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
HRS	:	shall mean Hours
FY	:	shall mean Financial Year
GCC	:	shall mean General Conditions of Contract
GOI	:	shall mean Government of India
Government	:	shall mean Government of India or any State Government, as applicable, which includes government agencies and public sector undertakings
GPRS	:	shall mean General Packet Radio Service
GPS	:	shall mean Global Positioning System
GSM	:	shall mean Global System for Mobile Communications
GST	:	shall mean Goods and Services Tax
IEC	:	shall mean International Electrotechnical Commission
IFSC	:	shall mean Indian Financial System Code
IGBT	:	shall mean Insulated Gate Bipolar Transistor
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
ISO	:	shall mean International Organization for Standardization
ITB	:	shall mean Instructions to Bidders
JCC	:	shall mean Joint Commissioning Certificate
KSEDC	:	shall mean Karnataka State Electronics Development Corporation
kWp	:	shall mean kilo-Watt peak
LOI	:	shall mean Letter of Intent
MCCB	:	shall mean Molded Case Circuit Breakers
MNRE	:	shall mean Ministry of New and Renewable Energy
MOA	:	shall mean Memorandum of Association
Month	:	shall mean a calendar month
MOSFET	:	shall mean Metal Oxide Semiconductor Field Effect Transistor

Definitions and abbreviation	:	Description
MSME	:	shall mean Micro, Small & Medium Enterprises
NABL	:	shall mean National Accreditation Board for Testing and Calibration Laboratories
NIT	:	shall mean Notice Inviting Tender
ReSolve Mobile App	:	shall mean mobile app platform developed by OREDA for RE asset identification and maintenance
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OEM	:	shall mean Original Equipment Manufacturer
OREDA	:	shall mean OREDA LIMITED
OREDA Website	:	shall mean http://oredaodisha.com/
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean ceoreda@oredaorissa.com
PAN	:	shall mean Permanent Account Number
PKI	:	shall mean Public Key Infrastructure
Project	:	shall mean implementation of Off-grid solar PV based streetlight and solar high & mini mast as specified in the work order issued by OREDA
Project Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
PSU	:	shall mean Public Sector Undertaking
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
PVC	:	shall mean Poly Vinyl Chloride
QR	:	shall mean Qualification Requirement
Qualified Bidder (s)	:	shall mean the Qualified Bidder who is meeting Qualification Requirement
Quoted Price	:	shall mean the price quoted by a Bidder in its Price Bid
RfE	:	shall mean Request for Empanelment
RMS	:	shall mean Root Mean Square
SCC	:	shall mean Special Conditions of Contract
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SMS	:	shall mean short message service
SOW	:	shall mean the Scope of Work
SPV	:	shall mean Solar Photovoltaics
Successful Bidder	:	shall mean the Successful Bidder who is notified in the Empanelment Order and to whom Letter of Intent and Work Order will be issued by the OREDA
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

Definitions and abbreviation	:	Description
		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 Error! Reference source not found.
Total Price	:	shall mean the final price considered in the Work Order
UTR	:	shall mean Unique Transaction Reference number
Work Order	:	shall have the meaning ascribed to it in ITB Clause Error! Reference source not found.
Year	:	shall mean the calendar year
RfE	:	Request for Expression of Interest" shall mean a document consisting of NIT, ITB, BDS, Eligibility Criteria, Duration of Assignment & Scope of Work, Eligibility Criteria, Evaluation of Bid, Bidding Forms and Contract Forms and any amendments thereof.

Interpretation

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

- I. words indicating one gender include all genders;
- II. words indicating the singular also include the plural and words indicating the plural also include the singular;
- III. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- IV. “written” or “in writing” means hand-written, type-written, printed, or electronically made, and resulting in a permanent record; and
- V. The marginal words and other headings shall not be taken into consideration in the interpretation of these conditions.
- VI. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- VII. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- VIII. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- IX. The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

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1. Instructions to Bidders (ITB)

Section 1 (ITB) provides a general overview and contents of RfE 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 RfE

- 1.1.1.1. In connection with the NIT, OREDA issues this RfE containing all the terms and conditions mentioned herein.
- 1.1.1.2. The RfE 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., RfE 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;
 - or
 - v. materially impeding OREDA's contractual rights of audit or access to information;
 - f) "Integrity Violation" is an act which violates OREDA's policies, including (a) to (e) given above in the ITB Clause 1.1.2.2 and the following abuse, conflict of interest, retaliation against whistleblowers or witnesses, and other violations of OREDA's policies, including failure to adhere to the highest ethical standard.
- 1.1.2.3. OREDA will reject the 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 RfE

1.2.1. Sections of the RfE

- 1.2.1.1. The RfE 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 it is 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 RfE, Site Visit and Pre-Bid Meeting

- 1.2.2.1. A prospective Bidder requiring any clarification on the RfE 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 0.
- 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 may respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.
- 1.2.2.3. The Clarification against the queries raised, without identifying the source of the prospective Bidder, may be uploaded on the E-procurement Website and OREDA Website. Any modification to the RfE 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 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 RfE

- 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 a 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 RfE 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 RfE or any previously issued Addendum.

1.3. Preparation of Bids

1.3.1. Cost for preparation of Bid

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

1.3.2. Language of Bid

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

1.3.3. Documents comprising the Bid

- 1.3.3.1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause 0 respectively, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copies of the Bid shall be submitted pursuant to ITB Clause **Error! Reference source not found.** 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)	<p>Copy of the “e-payment” for an amount and other details as mentioned in Section 2 (BDS) already made by the Bidder as per the various e-payment options (credit card, debit card, net banking, etc.) available on the E-procurement Website towards “Bid Processing Fee”.</p> <p>This shall be a non-refundable fee.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).</p>
Bid Form 2 (Cost of Bid)	<p>A copy of the “Demand Draft” towards the Cost of Bid, as specified in Section 2 (BDS), shall be submitted by the bidder. The Demand Draft must be issued by a nationalized or commercial bank in India in favour of Chief Executive Officer, OREDA Limited, payable at Bhubaneswar, Odisha.</p> <p>Alternatively, bidders may transfer the cost via RTGS/NEFT to the following account: A/C Holder – Chief Executive Officer, OREDA Limited, A/C No. 924020041659598, IFSC Code – UTIB0001973, Axis Bank Limited, Mancheswar, Bhubaneswar – 751007 and attach the receipt.</p> <p>This payment is non-refundable and is mandatory for all bidders unless exempted. In case of exemption, valid proof issued by an appropriate government authority must be submitted. This requirement must be complied with and submitted as per the format provided in Bid Form 2 of Section 7 (Annexure).</p>

<p>Bid Form 3 (Bid Security)</p>	<p>Copy of the “Fixed Deposit Receipt” or “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”.</p> <p>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 is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).</p>
<p>Bid Form 4 (Power of Attorney)</p>	<p>Copy of the “Power of Attorney” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</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>
<p>Bid Form 5 (Covering Letter of Technical Bid)</p>	<p>Copy of the “Covering Letter of Technical Bid” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document along with an undertaking of select clauses of the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).</p>
<p>Bid Form 6 (Technical Qualification)</p>	<p>Copy of the “Technical Qualification” certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder’s technical qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).</p>
<p>Bid Form 7 (Financial Qualification)</p>	<p>Copy of the “Financial Qualification” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).</p>
<p>Bid form 8 (Under taking for OEM)</p>	<p>Copy of the “Undertaking for OEM” duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of Equipment’s to be supplied by the OEMs empaneled by OREDA.</p> <p>The bid form 8 to be submitted along with the authorization letter from minimum of two empaneled OEMs by OREDA under SLS & MMS category.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).</p>
<p>Bid Form 9 (Test Certificates)</p>	<p>Copy of the declaration to produce “Test Certificates” for the Equipment as issued in the name of the empaneled OEM from any valid MNRE/ NABL/Govt 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, as and when sought by OREDA.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).</p>

Bid Form 10 (Self-certificate)	<p>Copy of the declaration of the “Self-certificate” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).</p>
Bid Form 11 (Undertaking for Indigenoussness)	<p>Copy of the “Undertaking for Indigenoussness” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of domestic contents of the Equipment to be supplied during the performance of the Work Order.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 7 (Annexure).</p>
Bid Form 12 (No Deviation Certificate)	<p>Copy of the “No Deviation Certificate” duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 11 of Section 7 (Annexure).</p>
Bid Form 13 (Registration details)	<p>Copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 12 of Section 7 (Annexure).</p>
Bid Form 14 (PAN)	<p>Copy of the PAN card of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 13 of Section 7 (Annexure).</p>
Bid Form 15 (GST Certificate)	<p>Copy of the “GST Certificate” of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 14 of Section 7 (Annexure).</p>
Bid Form 16 (Income Tax Return)	<p>Copy of the last three (3) assessment year’s “Income Tax Return” filing document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 7 (Annexure).</p>
Bid Form 17 (Quality Assurance)	<p>Copy of the declaration of “Quality Assurance” of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 16 of Section 7 (Annexure).</p>
Bid Form 18 (Summary of the Bidder)	<p>Copy of the “Summary of the Technical Bid” in Microsoft .xls or .xlsx format as per the checklist given therein.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 17 of Section 7 (Annexure).</p>
Bid Form 19 (Declaration on the event of default)	<p>Copy of the declaration of the “Vendor in the event of Default” duly signed by the Authorized Signatory and stamped by the Bidder and notarized by the appropriate authority to declare that it will not misuse or violate the Registration letters in the event of default will result in penalties and actions.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 18 of Section 7(Annexure).</p>

<p>Bid Form 20 (Covering letter along with the Price Bid)</p>	<p>Copy of the “Covering Letter of Price Bid” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 19 of Section 7 (Annexure).</p> <p>Copy of the “Price Bid” duly filled and to be uploaded on the e-tendering portal. This is a mandatory submission and shall be submitted in Microsoft xls. Or .xlsx format only as per the requirements given in Bid Form 20 of Section 7 (Annexure).</p>
<p>Bid Form 21 (Odisha Registration)</p>	<p>Copy of the declaration of the “Odisha Registration” for opening of a local office in Odisha with in 3 months from date of empanelment by OREDA, duly signed by the Authorized Signatory and stamped by the Bidder.</p> <p>This is a mandatory submission for the bidders not having any office / local office registered in Odisha</p> <p>This shall be submitted as per the requirements given in Bid Form 21 of Section 7 (Annexure).</p>

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

Bid Form	Particulars
<p>Bid Form 2 (Cost of Bid)</p>	<p>Original of the “Demand Draft” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Cost of Bid” issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha or submission of receipt mentioning UTR in case of NEFT/RTGS.</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 is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).</p>
<p>Bid Form 3 (Bid Security)</p>	<p>Original of the “Fixed Deposit Receipt” OR the “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”.</p> <p>In case of a Fixed Deposit Receipt, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).</p>

<p>Bid Form 4 (Power of Attorney)</p>	<p>Original of the “Power of Attorney” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).</p>
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- 1.3.3.5. For online submission of the Technical Bid and Price Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column “Bid Form” given in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4. For example, the name of the online copy while uploading Form 1 shall be “Bid Form 1 (Covering Letter of Technical Bid)” to be submitted either in **.pdf or .jpg or .jpeg format**.
- 1.3.3.6. The Bid Forms must be submitted without any alterations to the text, and no substitutes shall be accepted in whatsoever condition, else the Bids shall be liable for rejection.
- 1.3.3.7. In case a submission is a mandatory submission as per all terms of the Bidding Document then the Bidder shall adhere to the same, else the Bids shall be liable for rejection.

1.3.4. Bid Prices

- 1.3.4.1. The Bidder shall fill in the Price Bid in line with the instructions mentioned in the Price Bid format as given under Bid Form 11 and Bid Form 12.
- 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 RfE.

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 2 pursuant to ITB Clause 1.3.3.2.
- 1.3.7.2. Unless otherwise specified in Section 2 (BDS), any Bid not accompanied by a fully compliant Bid Security in case one is required in accordance with ITB Clause 1.3.7.1, shall be liable for rejection by OREDA as 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 Qualified Bidder accepting the Letter of Intent (LOI) with required formalities.
- 1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Qualified Bidder shall be returned within a maximum time period of thirty (30) Days after completion of empanelment period with required formalities.
- 1.3.7.5. The Bid Security received against the previous RfEs shall not be adjusted towards the performance Security to be submitted against subsequent Letter of Intent or work orders.

1.3.7.6. The Bid Security amount submitted in shape of BG/FDR should remain with OREDA in case a vendor/bidder is empaneled. The bid security should be valid for a minimum period of 1 year from the date of the award of empanelment.

1.3.7.7. The Bid Security shall be forfeited,

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

If the Bidder accepting L1 price (LOI for empanelment) fails to

- i. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6; or
- ii. furnish the Performance Security pursuant to ITB Clause 1.6.3; or
- iii. accept the Letter of Intent (LOI) pursuant to ITB Clause **Error! Reference source not found.**

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 RfE 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. The acceptance or rejection of the bid rests solely with the committee members designated by OREDA.

Withdrawal, Substitution, and Modification of Bids

- 1.4.4.1. A Bidder may withdraw, substitute, or modify its Technical Bid or Price Bid after it has been submitted as per the procedure mentioned in the E-procurement Website and as per the instructions mentioned in ITB Clause 1.4.1.1.
- 1.4.4.2. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of Bid validity period specified by the Bidder on the Covering Letters of Technical Bid and Price Bid or any extension thereof as per the terms of Bidding Document.
- 1.4.4.3. Bidder may modify or withdraw their Bids through the relevant provisions on the 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 submission of Technical Bid pursuant to ITB Clause 1.3.3.2.
 - b. Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause 1.3.3.4.
 - c. Any incomplete or non-submission of any mandatory Bid Form or document mentioned under hardcopy submission of Bid pursuant to ITB Clause **Error! Reference source not found.**
 - d. Late Bids received as per ITB Clause 1.4.3.
 - e. Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
 - f. The Bids are found non-responsive pursuant to all the relevant clauses in the Bidding Document.

1.4.6. Bid Opening

1.4.6.1. Technical Bid (Online and hardcopies)

a) Online Technical Bid:

1. 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:

1. 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 a Technical Bid shall be opened in the presence of Bidders' designated representatives who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.

2. The Bidders' representatives who are present during the opening of hardcopies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

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 besought, offered, or permitted. OREDA reserves all the rights to evaluate any such response received from the Bidder based on the clarification to be sought.
- 1.5.2.2. If a Bidder does not provide clarification of its Bid by the date and time set in OREDA's request for clarification, such Bid shall be liable for rejection.

1.5.3. Examination of Technical Bids

- 1.5.3.1. OREDA shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission and ITB Clause **Error! Reference source not found.** for hardcopy 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 **Error! Reference source not found.**
- 1.5.4.2. If a Bid is not responsive to the requirements of the RfE, 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. Correction of Arithmetical Errors

- 1.5.6.1. During the evaluation of Price Bids, OREDA shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.

- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.

1.5.6.2. 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.

1.5.7. Evaluation and comparison of Bids

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

1.5.8. OREDA’s right to accept any Bid, and to reject any or all Bids

1.5.8.1. 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 unopened to “Archive” and shall not be considered at all any further for evaluation. In such a case, the hard copies in the original form shall be returned unopened to the Bidder.

1.6. Work Order

1.6.1. Award Criteria

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

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 Qualified Bidder(s), in writing, that its Technical 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 to all selected bidder, as per LOI Form 1 under Section 7 (Annexure), subject to the Bidder whose Price Bid has been determined to be the lowest evaluated (L1) Bid and is responsive to the Bidding Document. Further, the quoted price is subject to approval from the authorities of OREDA or Department of Energy, GoO. The Bidder is also 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 fulfil all other requirements given under the Letter of Intent and submit the below mentioned critical documents within a maximum time period of fifteen (15) Days from the date of 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.

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 0 for the implementation of Project.
4.	Submission of a site survey report with the finalization of the exact location of the Project for the purpose of implementation of the Project.
5.	ISO Certificates (ISO 9001, ISO 14001 as required in Error! Reference source not found.
6.	Bill of materials along with spares and all relevant equipment test certificates
7.	Proof of Local office (registered office address in Odisha)

Note: The Requirement of the critical documents shall be mentioned in the actual issue of LOI.

1.6.3. Performance Security

- 1.6.3.1. Within fifteen (15) Days of the receipt of LOI 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 Officer, 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.

1.7. Empanelment Order

1.7.1. Issue of Empanelment Order

1.7.1.1. Failure of the Qualified Bidders to complete all the formalities mentioned in the LOI pursuant to ITB Clause 1.6.2 shall constitute sufficient grounds for the annulment of the LOI. In all cases, the Bid of the Qualified Bidder(s) as discovered through the process mentioned in BDS Clause 0 shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. In case, any of the Bidder does not accept the LOI, then OREDA shall have the right to annul the bidding process, at its own discretion.

1.7.1.2. Upon completion of all the formalities mentioned in the LOI within the stipulated timeline by the Bidder(s), OREDA shall issue the Empanelment Order to the Qualified Bidder(s) within a maximum time period of fifteen (15) Days.

1.7.1.3. Empanelment Order issued to Qualified Bidder(s) accepting the LOI with required formalities shall be called as Successful Bidder(s).

1.7.2. Content of Empanelment Order

1.7.2.1. Empanelment of bidders shall be done for different types of Applications/ Projects. It is mandatory for bidders to bid for all different capacities under application/project mentioned under the scope of work.

1.7.2.2. Empanelment Order will mention the name of empaneled Successful Bidder(s) & category of bidder. The Discovered Price shall remain valid until the expiry of the Empanelment Period.

1.7.3. Empaneled OEMs list:

1.7.3.1.1. Solar Street Lighting System:

The empaneled list of OEMs has been published on the website and may kindly be referred to. Any changes or updates to the list shall be communicated through further notifications

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													
	ITB Clause 1.1.1.3	<p>Name of the Project:</p> <p>Request for Empanelment (RfE) for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as Solar Street Lights, Solar Mini Mast, Solar High Mast of various capacity across Odisha on a rate contract basis.</p> <p>RfE no.: [xxx]/OREDA/[xxx]/2024 dated [DD] [MMM] 2024</p>													
	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online pre-bid meeting.													
	ITB Clause 1.3.3.2 and ITB Clause Error! Reference source not found.	<table border="1"> <thead> <tr> <th>Type of off-grid Application</th> <th>Bid Security (INR)</th> <th>Cost of bid (INR)</th> <th>Bid processing fee (INR)</th> </tr> </thead> <tbody> <tr> <td>1. Solar Street Lighting System</td> <td rowspan="3">3,00,000.00</td> <td rowspan="3">10,500/-+ GST</td> <td rowspan="3">1,000/- + GST</td> </tr> <tr> <td>2. Solar high mast Lighting system</td> </tr> <tr> <td>3. Solar mini mast Lighting system</td> </tr> </tbody> </table>	Type of off-grid Application	Bid Security (INR)	Cost of bid (INR)	Bid processing fee (INR)	1. Solar Street Lighting System	3,00,000.00	10,500/-+ GST	1,000/- + GST	2. Solar high mast Lighting system	3. Solar mini mast Lighting system			
Type of off-grid Application	Bid Security (INR)	Cost of bid (INR)	Bid processing fee (INR)												
1. Solar Street Lighting System	3,00,000.00	10,500/-+ GST	1,000/- + GST												
2. Solar high mast Lighting system															
3. Solar mini mast Lighting system															
		<p>Bid Security:</p> <p>Category A: Bid security amounting to Rs. 3,00,000.00 can be submitted in shape of Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) with minimum validity of 1.5 years from last date of submission of Bid and claim date as 3 months from the date of expiry. This shall be a refundable fee, subject to the various provisions mentioned in ITB Clause 1.3.7.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive Officer, OREDA Limited 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 Officer, OREDA Limited 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 Officer, OREDA Limited payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>Category B: The bid security and cost of bid amount is exempted as per prevailing concessions applicable for MSME bidders registered in Odisha or India.</p> <p>Cost of bid: Cost of the bid can be submitted in shape of "Demand Draft" issued by a nationalized/ commercial bank in India towards "Cost of Bid" issued in favour</p>													

BDS Clause reference	ITB Clause reference	Detailed Clause
		<p>of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha or can be transferred via RTGS/NEFT in the account details:</p> <p>A/C holder Chief Executive Officer, OREDA Limited, A/C No. 924020074970022, IFSC Code: UTIB0001973, Axis Bank Limited, Mancheswar, Bhubaneswar- 751 007.</p> <p>This shall be a non-refundable fee.</p> <p>Bid processing Fee:</p> <p>The Bid Processing Fee shall be made in favour of “KSEDC Limited” payable at “Bengaluru”.</p> <p>The Bid Processing Fee shall be made in favour of “KSEDC Limited payable at “Bengaluru”. This can be submitted as per Bid Form 1.</p>
	ITB Clause 1.3.6.1	Bid validity period: 1 year Six months from the last date of submission of Bid.
	ITB Clause 1.4.1.1	<p>Procedure for submission of Bid:</p> <ul style="list-style-type: none"> • For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only. • The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink “Register Me” to fill in the online registration form. • The unregistered Bidders are required to pay a registration fee in favour of M/s. KSEDC Limited (Karnataka State Electronics Development Corporation Limited) payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein. • As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided. • After viewing the RfE 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"> - Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed. - Click/ Double Click to open the Microsoft Internet Explorer - Go to Start > Programs > Internet Explorer. Type the E-procurement Website address “www.tenderwizard.com/OREDA” in the address bar of Internet Explorer to access the Login Screen. - Enter user id and password, click on “Go”. - Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password. - Click “Un Applied” to view/ apply for a new RfE. - 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"> ◦ Click on the “Show Form” icon.

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> ◦ Bidding Document will appear on the screen. ◦ Click “Click here to download” to download the Bidding Document. • The Bidder shall submit the Bid either under Category A or Category B as per the terms of the Bidding Document. • The Bidder shall submit the Bid as per the terms of the Bidding Document. • All the softcopies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or.jpg or .jpeg format. • Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not. • The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids. • The hardcopies as required to be submitted shall be submitted OREDA’s Office Address as per the timelines mentioned in NIT or any Corrigendum. • Please note down or take a print of the bid control number once it is displayed on the screen. • Bid opening events can be viewed online. • The Bids submitted by one Bidder can be viewed by other Bidders.
	ITB Clause 1.6.1.1	<p>The empanelment of bidder will include two (2) categories of the Bidders for each type of project:</p> <ul style="list-style-type: none"> • Category A: Any Bidder registered pan India who meets the Qualification Requirement as per Section 4 (QR) can participate under Category A. • Category B: The Bidders who are local MSME and registered under the MSME Development Act, 2006 in India as per Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Udyam Registration) (Electric power generation using solar energy) and meets other requirements as per QR clause 4.1 and meets “Specific Qualification Requirement” as per QR Clause 4.2, but does not meet the “Technical Qualification Requirement” as per QR Clause 4.3 and “Financial Qualification Requirement” as per QR Clause 4.4. In case any such Bidder has participated under Category A, then such a Bidder cannot participate under Category B. <p>Note: A Bidder can either participate under Category A or under Category B. Further, Category A and Category B bidder shall not be related by any way which may result into conflict of interest. In case a Bidder participates for both Category A and Category B or Category A and Category B bidders are related entities as per our definition of affiliate, then such Bids shall be summarily rejected owing to conflict of interest and either or both bidder may be blacklisted in the future from further participating in any bid with OREDA.</p> <p>The empanelment order may include empaneled Bidders from Category A and Category B bidders.</p> <p>Note: OREDA reserves the full right and sole discretion to empanel bidders under Category A and Category B, based on its evaluation criteria, internal assessments, and other administrative considerations as deemed appropriate.</p>
	ITB Clause 1.6.1.2	<p>Empanelment of Successful Bidders:</p> <p>Please refer to section 7.8 Work Allocation Methodology for detailed allocation methodology.</p>

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> • Based on quotation submitted by the Qualified Bidder(s), lowest evaluated price (L1) for streetlight system and solar high & mini mast, shall be discovered. • For Category A: The discovered L1 price for streetlight system and solar high & mini mast shall be offered to all the respective Qualified Bidder(s) to match it. L2 bidder onwards 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 ranking of the successful bidder. Maximum total 10 bidders shall be empaneled for execution solar streetlight systems projects as Category A Bidders. • For category B: Successful Bidders will be selected for different configuration of solar streetlight system and solar high & mini mast, as mentioned in BDS 0, 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 under Category-B will undergo a draw of lots and will be selected for the allotment of work. Maximum total 10 bidders shall be empaneled for execution solar streetlight system 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 solar streetlight system and solar high & mini mast project as mentioned in BDS 0 and accepting the LOI with required formalities <p>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.</p>
	<p>Error! Reference source not found.</p>	<p>Allocation of Work to empaneled Successful Bidders:</p> <ul style="list-style-type: none"> • All successful bidders conveying acceptance to L1 price listed in Empanelment Order shall be arranged in the order of ranking based on their initial submitted financial bids (example: L1, L2, L3, and so on), for respective category. • Depending upon the quantum of work required, the batch of orders will be placed to one or more empaneled bidders based on their rank of empanelment. Please refer to section 7.7 & 7.8 for detailed work allocation strategy. • If the quantum of work, at one time, is equal or less than as defined in the following table, then the work will be rewarded in the following way. • Initially, once the work is allotted to one/more bidders, the next quantum of work will be allotted to the bidder(s) with next ranking and so on till all the empaneled bidders receive at least one LOA, for a solar off grid type of application. • For a type of solar off grid application, once all the empaneled bidders receive at least one LOA, OREDA will place subsequent LOA to the empaneled bidders based on their past performance, quality of work and timely execution of the project during the empanelment period.

BDS Clause reference	ITB Clause reference	Detailed Clause			
				Range of Quantity for allocation (Units)	
		Application type	To single bidder	To Two bidders	To Three or more Bidders
		Solar Street Light	<=100	>100 and <=200	>200
		Solar Mini Mast	<=10	>10 and <=20	>20
		Solar High Mast	<=5	>5 and <=10	>10
		<p>Note:</p> <ul style="list-style-type: none"> • OREDA reserves all the right to change the number of empaneled bidders under Category A and Category B. • OREDA reserves the right to change the criteria of work allocation • OREDA reserves the right to negotiate with the L1 Bidder to arrive at the Total Price for the Bid. • OREDA reserves the right to increase/decrease the Bidder(s) Allocated Capacity at the sole discretion, based on their performance. • It is the discretion of OREDA to increase/decrease/transfer the Empaneled Vendor allocated capacity <ul style="list-style-type: none"> i) on bidder's request OR ii) failing to meet the conditions stipulated in Work Order OR iii) Not meeting the performance as per the terms in RfE/ Work Order <p>OREDA shall verify the feasibility of Projects submitted by the Successful Bidders post receiving the LOA and subsequent performance of the Successful Bidders.</p>			
	ITB Clause Error! Reference source not found.	<p>Performance Security:</p> <p>For Category A: Performance Bank Guarantee = 10% of the Work order Value (exclusive of GST) in the form of BG of 2% each (5 Nos one for each year) at the time of Acceptance of LOI</p> <p>For Category B Performance Bank Guarantee = 10% of the Work order Value (exclusive of GST) in the form of BG of 2% each (5 Nos one for each year) at the time of Acceptance of LOI</p> <p>Note: Only the Category B vendors are eligible to avail the applicable concession on performance security, in accordance with the prevailing Government of Odisha regulations.</p>			

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 RfE.

3.1. About the Project

Introduction

3.1.1.1. The Scope of Work shall be for empanelment of agencies for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Solar Street Lights and solar high & mini mast, across Odisha on a rate contract basis for period of one year from date of empanelment order.

3.1.1.2. The following will be the Scope of Work for different types of projects during empanelment period.

Sr. No.	Type of Project	Description of Scope
1	Solar Street Lights and Solar high & mini mast	Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as Solar Street Lights, Solar Mini Mast, Solar High Mast of various capacity across Odisha on a rate contract basis as per the Technical Specification and all terms given in the RfE

Note: The total project capacity during the empanelment period may be increased or decreased at OREDA's discretion.

3.1.1.3. Bidder shall confirm to participate in empanelment and rate contract for different type of project in Bid Form 1 under Clause 0

3.1.1.4. The program of execution of the supply, installation and commissioning of Projects shall be carried out in a phased manner as per the work order and instruction of OREDA. However, upon issuance of work order, project shall be executed strictly as per the timelines mentioned in the SOW Clause 3.4 of the RfE.

3.2. Roles and Responsibilities

Roles and Responsibilities of the Successful Bidder for the implementation of Projects

3.2.1.1. Design and Engineering

- a) The Successful Bidder shall complete the design and engineering of the Project as per the Technical Specification as given in SOW and shall be developed as per the Applicable Law and the Prudent Utility Practices prevailing in Odisha.
- b) The Successful Bidder shall ensure that the remote communication facility is available at each Project location. The Successful Bidder shall share the remote communication protocol as well as the login credentials (username, password, etc.) to OREDA for each project.
- c) The Successful Bidder shall design 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 180 km per hour has been provided at. However, depending on the actual site conditions, the Successful Bidder may propose for a change in the design of SLS mounting pole 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 Successful Bidder shall mandatorily visit all the sites and submit single line diagrams indicating all wiring details, connectivity details, etc. as per the Applicable Law and Prudent Utility Practices, prior to the procurement of Equipment and commencement of construction works at the site.
- f) The Successful Bidder shall submit the final civil, mechanical and electrical design & diagram, etc. to OREDA and obtain the approval from OREDA prior to the commencement of installation works.

3.2.1.2. Supply of Equipment

- a) The Successful Bidder shall supply all the Equipment as per the Technical Specification given in SOW Clause 3.3.1.1.
- b) The Successful Bidder shall be responsible for the supply of all Equipment required for setting up respective solar streetlight 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 Project pursuant to SOW Clause 3.2.1.6.
- d) The Successful Bidder shall be responsible for maintaining the spares all the time until the expiry of the CMC Period. The details of the spares to be submitted to OREDA.

3.2.1.3. Pre-delivery Inspection:

- e) PDI shall be carried out by the authorized OREDA officials & the materials shall be inspected upon arrival at the warehouse of the agency before the installation. The agency shall arrange to maintain the necessary tools and tackles required for inspection.
- f) In case, OREDA is apprehensive about the quality of the material supplied, it reserves the right to send the randomly selected sample from the lot to the NISE, Gurugram or NABL/BIS/MNRE accredited test labs for testing. All materials shall have the required certificates in accordance with latest appropriate IEC/Indian Standards as detailed in the Appendix form 7 (Test Certificates – IEC and IP certifications) of the bid document. In such cases, all the expenses incurred for testing from NABL/BIS/MNRE accredited labs would be borne by the agency.
- g) In case, any defects or quality deviation are found in such tests, the agency must bear expenses related to immediate remedies like replacement or rectification of such defective materials as directed by OREDA, failing which OREDA may initiate strict financial and administrative sanctions on the agency as per NIT and the following actions shall be taken by OREDA at its discretion:
 - (i) The OEM /vendor approval may be cancelled.
 - (ii) The entire lot has to be replaced without any cost implication to OREDA.
 - (iii) Repeated failure of sample tests shall lead to debarment and blacklisting of the OEM and the vendor from rendering their services or products in all future projects of OREDA.

3.2.1.4. 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 3.1.1.1
- b) The Successful Bidder shall be responsible for installation of the solar streetlight system and required material as per the technical specifications and standards provided in the tender and testing the same in the presence of Authorized Officer.
- c) The Successful Bidder shall ensure to have a clean and tidy installation. The Successful Bidder shall ensure to consider the safety aspects and shall not leave any loose cables to lie on the project site.
- d) The Successful Bidder shall install display boards mentioning the name of the Department, Project details, date of Commissioning, contact details of successful bidder, OREDA CRC toll free no. on the pole between 1-1.5 meters above the ground.
- e) The Successful Bidder shall install danger boards, safety boards, etc. at suitable locations as per the Applicable Law and Prudent Utility Practices.
- f) The Successful Bidder shall ensure that earthing flats do not touch the walls/or any surface prone to human touch at any place and sufficient insulations shall be provided for the same.
- g) The Successful Bidder shall ensure the protection of life and property likely to be endangered due to the installation of the project.
- h) The installation process shall be documented step-by-step as per the instructions given in the Mobile Application (currently "ReSolve" application) developed by OREDA through its Customer Relationship Centre (CRC). The Successful Bidder shall mandatorily install the Mobile Application from the CRC team (currently "ReSolve" application) and get itself trained if required. The instructions are given in SOW Clause 3.3.1.6.

3.2.1.5. Testing and Commissioning

- a) After completion of installation works, the Successful Bidder shall complete the testing and Commissioning in the presence of the Assistant Director of OREDA as well as the designated representative of the beneficiary. 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 3.3.1.4.
- d) Obtaining all clearances, permits, licenses including arrangement of land prior to commissioning of the systems shall be the responsibility of the successful bidder and the OREDA shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc.
- e) The testing and Commissioning process shall be documented step-by-step as per the instructions given in the Mobile App developed by OREDA through CRC (currently "ReSolve" application).
- f) The format for the Commissioning Report is given in SOW Clause 7.5.1.2.

3.2.1.6. Acceptance

- a) The performance and health of the Project will be monitored for a period of ninety (90) Days from the date of Commissioning.
- b) The Commissioning Report followed during Commissioning as given in SOW Clause 7.5.1.2. shall be performed again before issuance of the Acceptance Certificate as per format given in SOW Clause 7.5.1.2.

3.2.1.7. Comprehensive Maintenance

- a) The Successful Bidder shall be required to undertake Scheduled Maintenance, Corrective Maintenance, and Breakdown Maintenance during the CMC Period.
- b) The Successful Bidder shall adhere to all maintenance procedures as required from time to time, without any protest or hesitation.
- c) The Successful Bidder shall undertake the Scheduled Maintenance as per the standard maintenance protocol given in SOW Clause 3.3.1.8. The Scheduled Maintenance process shall be documented step-by-step as per the instructions given in the Mobile App developed by OREDA through CRC (currently "ReSolve" application).
- d) The Successful Bidder shall also undertake Corrective Maintenance and Breakdown Maintenance as and when required upon receipt of service request from CRC or OREDA or Department raised through the Mobile App (currently "ReSolve" application) or any other medium as suggested by OREDA or Department from time to time. Such service request shall be resolved and made functional within a maximum period of seventy hours (72) from the date of such service request raised through Mobile App (currently "ReSolve" application), failing which might restrict the Successful Bidder in participating in the future opportunities of OREDA, subject to the final decision at the discretion of OREDA only.
- e) The performance bank guarantee (PBG) will be forfeited for the year if the vendor fails to meet the criteria as specified in CMC Performance Report 7.5.8.
- f) In case failure in CMC Performance for any two years within the CMC period of 5 years, OREDA may debar/ blacklist the bidder for at least one year to participate directly/ indirectly in future tenders by OREDA.
- g) The Successful Bidder is required to train and guide the beneficiary for day-to-day Comprehensive Maintenance and upkeep of the Project.
- h) The Successful Bidder shall maintain the safety stock of spares required to Repair and Maintain Project all the time until the expiry of the Work Order and during CMC period.
- i) The Successful Bidder shall establish a local office in Odisha, so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.

- j) While submitting the CMC performance report (Appendix 8) every year for clearance of CMC bill by vendors, the vendor should submit the supporting reports generated from CRC portal duly signed by concerned Assistant Director/ authority from OREDA.
- k) The before and after photographs should be uploaded on CRC portal for every ticket closure.
- l) At the end of each completed CMC year, the CMC charges should be claimed within 60 days of the last date of 1st / 2nd / 3rd / 4th / 5th year of the CMC period, failing which, it will be lapsed, and the amount shall not be carried forward to the next year.
- m) In case, the executing agency fails to carry out the obligations of the CMC within the time period specified in this EoI /Contract the penalty clause shall be imposed. The usual term of penalty is at the rate of INR 10/- (Rupees Ten) per day per SSLS and shall be imposed after 72 hours from the intimation of defect till its rectification by the executing agency. In cases where required the penalty shall be recovered from the subsequent/ allied payments or the Performance Bank Guarantee (PBG) of the Executing Agency, as the case may be.
- n) There would be performance evaluation of every vendor based on asset maintenance during CMC period, and it will be an important parameter / clause in the future RfE/EOI/tender to be floated by OREDA.

Roles and Responsibilities of OREDA

- 3.2.1.8. OREDA shall be responsible for providing its approval on the final Designs and Drawings consisting of the detailed designs, single line diagram, etc. after the obtaining such document from the Successful Bidder pursuant to SOW Clause 3.2.1.1f).
- 3.2.1.9. All tests and inspections shall be made at the Project site. The Authorized Representative of OREDA shall be entitled at all reasonable times to inspect, supervise and test during the implementation of the Project. Such an inspection will not relieve the Successful Bidder of their obligation in the Work Order. OREDA shall have the right to have the tests carried out at its own cost by an independent agency at any point in time.

3.3. Technical details of Project

Technical details of project

- 3.3.1.1. Technical Specifications: The Technical Specification of all Equipment is provided in Annexure **Error! Reference source not found..**
- 3.3.1.2. Designs and Drawings: The tentative Designs and Drawings of the Project are provided in Annexure Appendix Form 2 (Indicative design and drawing for projects).
- 3.3.1.3. Spares: The required % of spares are mentioned in Annexure Appendix Form 2 (Spares).
- 3.3.1.4. Installation cum Handing over Certificate: The detailed Installation cum handing over is provided in Annexure **Error! Reference source not found..**
- 3.3.1.5. Joint Commissioning Certificate: The format of the Joint Commissioning Certificate is provided in Annexure 0.
- 3.3.1.6. Acceptance Certificate: The format of the Acceptance Certificate is provided in Annexure **Error! Reference source not found..**
- 3.3.1.7. CRC guidelines: The CRC guidelines are provided in Annexure 7.6.
- 3.3.1.8. Scheduled Maintenance: The detailed procedure and checklist for performing Scheduled Maintenance are provided in Annexure **Error! Reference source not found..**
- 3.3.1.9. Test Certificates: The required test certificates are provided in Annexure 0.
- 3.3.1.10. Insurance Document: The requires Insurance documents to be provided.

3.4. Project Timelines

The following are the Project Timelines for developing the Project:

Activities	Project Timelines
Timeline for empanelment of the bidders	
Issue of price matching letter	T0 (start date)
Acceptance of price by Qualified Bidder(s)	T1= T0 + seven (7) days
Issue empanelment order	T2 = T1 + fifteen (15) days
Start of empanelment and rate contract period	T3 = T2 + one (1) day
End of empanelment and rate contract period	T4 = T3 + three hundred and sixty-five (365) days
Activities	Project Timelines
Timeline for LOI and Acceptance during project allocation	
Issue of LOI by OREDA	T0 (start date)
Acceptance of LOA and Submission of critical documents as per ITB clause Error! Reference source not found. by the Empaneled Bidder(s)	T1 = T0 + fifteen (15) days
Commissioning	T2 = T1 + sixty (60) days/ ninety (90) days/ one hundred twenty (120) days as per work order
System Acceptance	T3 = T2 + ninety (90) days
CMC start date	T4 = T2 + one (1) day
CMC end date	T5 = T4 + five (5) years

T0: start date

4. Qualification Requirement (QR)

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

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

4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	<p>Applicability: For Category A and Category B Bidders</p> <p>The Bidder must be a</p> <p>4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or</p> <p>4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or</p> <p>4.1.1.3. sole proprietorship firm under the relevant laws in India.</p> <p>Note: Joint ventures, consortium and subcontracting are not allowed.</p>	<p>The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.</p>
4.1.2.	<p>Applicability: For Category B Bidders only</p> <p>In case the Bidder is a local MSME registered in Odisha, the Bidder must be registered under the MSME Development Act, 2006 in Odisha under Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Electric power generation using solar energy).</p> <p>Such Bidder under Category B shall be exempted from meeting “Technical Qualification Requirement” as per QR Clause 4.3 and “Financial Qualification Requirement” as per QR Clause 4.4, but shall comply “Specific Qualification Requirement” as per QR Clause 4.2 and 0.</p>	<p>The Bidder, being a local MSME must submit a copy of the certificate of registration issued by an appropriate authority.</p> <p>This is applicable only for MSME. The Bidders, other than an MSME, cannot apply for such Projects.</p> <p>The Bidder must submit Bid Form 2.</p>
4.1.3.	<p>Applicability: For Category A and Category B Bidders</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 7.</p>

4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1	<p>Applicability: For Category A and Category B Bidders</p> <p>Authorization of Empaneled OEM</p>	<p>OREDA has empaneled OEMs for Solar Street Lights and solar high & mini mast. List of empaneled OEMs are in 1.7.3.</p> <ul style="list-style-type: none"> •Bidders are required to use only the components of empaneled OEMs. •A change of OEM is allowed in unavoidable situations (e.g., unavailability, supply delays, quality issues) with: <ul style="list-style-type: none"> - Prior approval from OREDA. - Submission of the latest datasheets and test reports from MNRE-approved labs. <p>The Bidder must submit Bid Form 8 & bid form 9 of Section 7 (Annexure), as a part of declaration only.</p> <p>Note: The proof of all documents showcasing the possession of such copies of the Test Certificates by the Bidder shall be submitted as per the instructions given under the Letter of Intent and not at the time of Bid submission.</p>
4.2.2.	<p>Applicability: For Category A and Category B Bidders</p> <p>Odisha Registration</p>	<p>Bidders registered in Odisha must provide a certificate as proof of their registration in the state.</p> <p>Bidders, not having registered local office, will submit a declaration for establishment of a local office with in 3 months from the date of empanelment.</p>

4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document											
	<p>Applicability: For Category A Bidders only</p> <p>The Bidder must have the experience of commissioning for a cumulative capacity as mentioned under the “Min. experience requirement in nos.”, in the last three (3) years from the last date of online submission of the Technical Bid in India in any of the below mentioned categories.</p> <p>The minimum experience requirement shall be as follows:</p> <table border="1"> <thead> <tr> <th>Criteria & Application</th> <th>Min. experience requirement</th> </tr> </thead> <tbody> <tr> <td colspan="2">Bidders Operating Pan India:</td> </tr> <tr> <td>Solar streetlight system</td> <td>1000</td> </tr> <tr> <td colspan="2">or</td> </tr> <tr> <td>Solar Mini Mast</td> <td rowspan="2">100</td> </tr> <tr> <td>Solar High Mast</td> </tr> </tbody> </table>	Criteria & Application	Min. experience requirement	Bidders Operating Pan India:		Solar streetlight system	1000	or		Solar Mini Mast	100	Solar High Mast	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the experience certificates issued by a state nodal agency/ commissioning certificate issued by any Government department/CPSU/State PSU/Govt. Agency.</p> <p>However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects.</p> <p>Note: The Bidder must have the experience of commissioning the respective system for a cumulative capacity as mentioned under the “Min. experience requirement in nos.”, in the last five (3) years from the last date of online submission of the Technical Bid in India</p> <ol style="list-style-type: none"> 1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information. 2. Any work order received through subletting or sub-contracting will not be considered as valid technical experience. 3. 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 in India. <p>The Bidder must submit Bid Form 6 of Section 7 (Annexure).</p>
Criteria & Application	Min. experience requirement												
Bidders Operating Pan India:													
Solar streetlight system	1000												
or													
Solar Mini Mast	100												
Solar High Mast													

4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document				
	<p>Applicability: For Category A Bidders only</p> <p>The Bidder must have followed an aggregate average annual turnover of 100 Lakhs in any of the 3 financial years out of the last 5 financial years (FY 24-25, FY 23-24, FY 22-23, FY 21-22, FY 20-21) from the solar business only.</p> <table border="1" data-bbox="368 472 999 640"> <thead> <tr> <th data-bbox="368 472 695 555">Application type</th> <th data-bbox="695 472 999 555">Min. average annual turnover (in Lakh INR)</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 555 695 640">Bidders Operating Pan India:</td> <td data-bbox="695 555 999 640">100</td> </tr> </tbody> </table> <p>For company, as per the section 2 (57) of The Indian Companies Act, 2013, generally refers to the total revenue generated by a company in a specific period, used to assess the bidder's financial capacity. It may also, less commonly, refer to the process of handling tender documents within a set timeline.</p> <p>For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.</p>	Application type	Min. average annual turnover (in Lakh INR)	Bidders Operating Pan India:	100	<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>
Application type	Min. average annual turnover (in Lakh INR)					
Bidders Operating Pan India:	100					
	<p>Applicability: For category B Bidders only</p> <p>The bidder must have a positive turnover in any of the last two financial years FY 24-25 & FY 23-24.</p>	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</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

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 0, 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 0.
- 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.

Amendment

- 5.1.1.5. 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.

Independent Successful Bidder

- 5.1.1.6. 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.

Non-waiver

- 5.1.1.7. 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.

Severability

- 5.1.1.8. 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.

Communications

- 5.1.1.9. 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.

Law

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

Language

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

Integrity Violation

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

5.1.1.13. Applicable as per ITB Clause 1.1.2.2.

5.2. Payment

Total Price

5.2.1.1. The Total Price shall be as specified in the Work Order.

5.2.1.2. Unless an escalation clause is provided in GCC Clause 0, the Total Price 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 0, the Successful Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Total Price, which shall, except as otherwise provided for in the Work Order, cover all its obligations under the Work Order.

Terms of Payment

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

5.2.1.5. 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.

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

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

Taxes

5.2.1.8. The Tax on the Total Price shall be paid as per the prevailing rules in India at the time of invoicing.

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

Performance Security

5.2.1.10. The Successful Bidder shall submit the Performance Security as per ITB Clause **Error! Reference source not found.**

Incoterms

5.2.1.11. Unless inconsistent with any provision of the Work Order, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.

5.3. Intellectual Property

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 thereunder, and shall also grant to OREDA a non-exclusive 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.

Confidential Information

5.3.1.3. 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 0 and submit a copy of the same to the other Party with an immediate effect.

5.3.1.4. 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.

5.3.1.5. The obligation of a Party under GCC Clauses 5.3.1.3 and 5.3.1.4 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.

5.3.1.6. The above provisions of this GCC Clause 0 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.

5.3.1.7. The provisions of this GCC Clause 0 shall survive termination, for whatever reason, of the Work Order.

5.4. Execution of the Project

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 5.4.1.2a) shall apply thereto.

- b) The Project Manager shall always represent and act for the Successful Bidder 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.
- c) 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.
- d) 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 5.4.1.2a).
- e) 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 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.
- f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause 5.4.1.2d) shall be deemed to be an act or exercise by the Project Manager.
- g) 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.
- h) 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.
- i) 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.
- j) If any representative or person employed by the Successful Bidder is removed in accordance with GCC Clause 5.4.1.2h), the Successful Bidder shall, where required, promptly appoint a replacement; failure to which will lead to a material breach in the Work Order.

Work program

5.4.1.3. Successful Bidder's Organization

Within thirty (30) 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.

5.4.1.4. Detailed Workplan

In pursuant to the issued L.O.I., the Successful Bidder shall submit to the Authorized Representative of OREDA a Detailed Workplan, made in a form acceptable to the Authorized Representative of OREDA and showing the sequence in which it proposes to achieve Commissioning and Acceptance in line with the Project Timelines.

The Successful Bidder shall update the actual achievement against the Detailed Workplan 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 0 and shall submit all such revisions to the Authorized Representative of OREDA.

5.4.1.5. Progress of Detailed Workplan

If at any time the Successful Bidder's actual progress falls behind the Detailed Workplan, 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 Workplan 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 0, or any extended period as may otherwise be notified by OREDA.

5.5. Guarantees and Liabilities

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 0.
- 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 half percent (0.5%) of the Total Price 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 three percent (3%) of the Total Price.
- 5.5.1.3. Once the maximum limit of three (3%) is reached, OREDA may consider terminating the Work Order without prejudice to the other remedies of the Work Order. However, the 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 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.

Warranty

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

Defect Liability

- 5.5.1.8. 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.
- 5.5.1.9. The Defect Liability Period shall be five (5) Years from the date of Commissioning of the Project.

- 5.5.1.10. 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.
- 5.5.1.11. OREDA shall give 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.
- 5.5.1.12. The Successful Bidder may, with the consent of OREDA, remove from the site any Projector 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.
- 5.5.1.13. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Projector 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 a 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 Successful Bidder.
- 5.5.1.14. 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.
- 5.5.1.15. If the Projector any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Projector such part, as the case may be, shall be extended by a period equal to the period during which the Projector such part cannot be used by OREDA because of any of the aforesaid reasons.
- 5.5.1.16. Except as provided in GCC Clauses 0 and GCC Clause 0, 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 Projector any part thereof, the design or engineering or work executed that appear after Acceptance of the Projector any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Successful Bidder.

Delay in CMC:

- 5.5.1.17. The CMC obligations under this contract is the essence for ensuring the proper functioning of the commissioned SSLS for 5 Years from the date of commissioning, which is guaranteed under this penalty clause. In case, the executing agency fails to carry out the obligations of the CMC within the time period specified in this RFE, the penalty clause shall be imposed. The usual term of penalty is at the rate of INR 10/- (Rupees Ten) per day per SSLS and shall be imposed after 72 hours from the intimation of defect/ rectification to be done till
- 5.5.1.18. its rectification by the executing agency. In cases where required the penalty shall be recovered from the subsequent/ allied payments or the Performance Bank Guarantee (PBG) of the Executing Agency, as the case may be.
- 5.5.1.19. The penalty for delay in Comprehensive Maintenance Contract (CMC) shall be calculated at the end of each completed year, and the Bank Guarantee submitted for the respective year will be released only after submission of the applicable penalty amount.

Patent Indemnity

- 5.5.1.20. The Successful Bidder shall, subject to OREDA's compliance with GCC Clause 5.5.1.21, 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 Projector 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 Projector 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.

- 5.5.1.21. If any proceedings are brought or any claim is made against OREDA arising out of the matters referred to in GCC Clause 5.5.1.20, 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 failed to notify OREDA within the seven (7) Day period, OREDA shall make no admission that may be prejudicial to the defense 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 claims, 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.

Limitation of Liability

- 5.5.1.22. Except in cases of criminal negligence or willful 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 ten percent (10%) of the Total Price.

5.6. Risk Distribution

Transfer of Ownership

- 5.6.1.1. The ownership of the Project shall pass on to OREDA on fulfillment 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 0; and
- b) Issuance of Acceptance Certificate by OREDA.

Risk

- 5.6.1.2. 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 fulfillment 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.

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

- 5.6.1.3. 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.

- 5.6.1.4. If any proceedings are brought or any claim is made against OREDA that might subject the Successful Bidder to liability under GCC Clause 5.6.1.3, 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.

- 5.6.1.5. 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 defense of any such proceedings or claim.
- 5.6.1.6. 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.

Insurance

- 5.6.1.7. The Empaneled Vendor 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, all necessary insurances. The Bid price is to be inclusive of all insurance taken.
- 5.6.1.8. The Successful Bidder shall be responsible for maintaining the spares all the time until the expiry of the CMC Period. In no case, OREDA shall provide any spares until the expiry of the CMC Period of the Plant and the Successful Bidder shall be responsible solely for the replacement of the spares for the reasons attributable to the Successful Bidder.

Change in Laws and Regulations

- 5.6.1.9. 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.

Force Majeure

- 5.6.1.10. "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, landslides, 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.
- 5.6.1.11. 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.

- 5.6.1.12. 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 0.
- 5.6.1.13. 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 5.6.1.15.
- 5.6.1.14. No delay or nonperformance 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
 - b) If and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 5.6.1.15. 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.
- 5.6.1.16. In the event of termination pursuant to GCC Clause 5.6.1.15, the rights and obligations of OREDA and the Successful Bidder shall be as specified in GCC Clause 0.

5.7. Change in Work Order Elements

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 increase could in the range of (one hundred percent) 100% 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.

Extension of achieving Commissioning and Acceptance

- 5.7.1.4. 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:
- a) any occurrence of Force Majeure as provided in GCC Clause 0,
 - b) 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 OREDA.

Suspension

- 5.7.1.5. 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 therefor. 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.
- 5.7.1.6. If the Successful Bidder's performance of its obligations is suspended or the rate of progress is reduced pursuant to GCC Clause 0, then the Project Timeline shall be extended in accordance with GCC Clause 5.7.1.4.
- 5.7.1.7. During the period of suspension, the Successful Bidder shall not remove from the site any Project, any part of the Projector any Successful Bidder's tools and tackles, without the prior written consent of OREDA.

Termination

5.7.1.8. 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 5.7.1.8.
- b) Upon receipt of the notice of termination as per the GCC Clause 5.7.1.8a), 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 5.7.1.8b),
 - 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 5.7.1.8c),
- 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 on the date of termination in connection with the Project.
- c) In the event of termination of the Work Order under GCC Clause 5.7.1.8a), 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.

5.7.1.9. 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 5.7.1.9:
 - 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
 - i. if the Successful Bidder assigns or transfers the Work Order or any right or interest therein in violation of the provision of GCC Clause 0.
 - ii. if the Successful Bidder, in the judgment of OREDA has engaged in Integrity Violation practices, as defined in GCC Clause 0.
- 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 (30 days) even after receiving 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 5.7.1.9.

- c) Upon receipt of the notice of termination under GCC Clause 5.7.1.9, 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 5.7.1.8b),
 - 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.
- e) 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.
- f) Subject to GCC Clause 5.7.1.9f), 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 5.7.1.9c)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.
- g) If OREDA completes the Project, the cost of completing the Project by OREDA shall be determined.
- i. If the sum that the Successful Bidder is entitled to be paid, pursuant to GCC Clause 5.7.1.9e), plus the reasonable costs incurred by OREDA in completing the Project, exceeds the Total Price mentioned in the Work Order, the Successful Bidder shall be liable for such excess.
 - ii. If such excess is greater than the sums due to the Successful Bidder under GCC Clause 5.7.1.9e), the Successful Bidder shall pay the balance to OREDA.
- a. OREDA and the Successful Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

5.7.1.10. In this GCC Clause 0, 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.

5.7.1.11. In this GCC Clause 0, 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.

Assignment

5.7.1.12. 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.

- 5.7.1.13. 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

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 Officer, OREDA and the Successful Bidder's senior management. The Chief Executive Officer, 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 Officer, 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 Officer, 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 Officer, 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 0.
- 5.8.1.6. The Successful Bidder shall continue to perform its obligations under this Contract during this mutual settlement.

Arbitration

- 5.8.1.7. If disputes or differences between the Parties are not resolved under Clause 0, the same shall be referred for arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 5.8.1.8. 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.
- 5.8.1.9. The Successful Bidder shall continue to perform its obligations under this Contract during the arbitration proceedings.
- 5.8.1.10. 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.
- 5.8.1.11. 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.
- 5.8.1.12. The award rendered in any arbitration commenced hereunder shall be final, conclusive, and binding on the Parties.
- 5.8.1.13. The Parties hereby undertake to implement the award with an immediate effect.

6. Special Conditions of Contract (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																		
	GCC Clause 5.2.1.4	<p>Payment:</p> <p>The payment for work order 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>On Supply of the materials for the erection of SLS / Mini mast / High mast</td> <td>Fifty percent (50%) of the supply cost + applicable Tax at the time of invoicing, as specified in the Works Order.</td> <td>The payment shall be made upon due verification by OREDA on the following documents: <ul style="list-style-type: none"> PDI report mentioning the materials supplied duly signed by Assistant Director (Technical) and respective </td> </tr> <tr> <td>On commissioning of Solar streetlight system</td> <td>Balance fifty percent (40%) of the supply cost + Ninety (90%) of the installation charges with applicable tax at the time of invoicing, as specified in the Works Order.</td> <td> <ul style="list-style-type: none"> Joint Commissioning Certificate (JCC) Commissioning Report Warranty certificates Submission of executed version of CMC as per the sample format provided in Annexure Clause CMC Manual GPRS Photographs of all installations in a specified manner Dos & Don'ts in the form of a booklet </td> </tr> <tr> <td>On Acceptance of the Solar streetlight system</td> <td>Balance Ten percent (10%) of the Total Price + applicable tax at the time of invoicing, as specified in the Works Order</td> <td> <ul style="list-style-type: none"> Acceptance Certificate Handing over certificate </td> </tr> <tr> <td>On completion of CMC for 1st year from commissioning of the Project (one BG)</td> <td>Bank Guarantee 1: Two percent (2%) of the Total Price + applicable tax at the time BG submission, as specified in the Works Order, to be returned</td> <td> <ul style="list-style-type: none"> CMC Performance report of Project from OREDA as per Annexure Clause 0 Deposition of the respective penalty amount with OREDA. </td> </tr> <tr> <td>On completion of CMC for 2nd year from commissioning of the Project (one BG)</td> <td>Bank Guarantee 2: Two percent (2%) of the Total Price + applicable tax at the time BG submission, as specified in the</td> <td> <ul style="list-style-type: none"> CMC Performance report of Project from OREDA as per Annexure Clause 0 Deposition of the respective penalty amount with OREDA. </td> </tr> </tbody> </table>	Milestone	Payment term	Support documents	On Supply of the materials for the erection of SLS / Mini mast / High mast	Fifty percent (50%) of the supply cost + applicable Tax at the time of invoicing, as specified in the Works Order.	The payment shall be made upon due verification by OREDA on the following documents: <ul style="list-style-type: none"> PDI report mentioning the materials supplied duly signed by Assistant Director (Technical) and respective 	On commissioning of Solar streetlight system	Balance fifty percent (40%) of the supply cost + Ninety (90%) of the installation charges with applicable tax at the time of invoicing, as specified in the Works Order.	<ul style="list-style-type: none"> Joint Commissioning Certificate (JCC) Commissioning Report Warranty certificates Submission of executed version of CMC as per the sample format provided in Annexure Clause CMC Manual GPRS Photographs of all installations in a specified manner Dos & Don'ts in the form of a booklet 	On Acceptance of the Solar streetlight system	Balance Ten percent (10%) of the Total Price + applicable tax at the time of invoicing, as specified in the Works Order	<ul style="list-style-type: none"> Acceptance Certificate Handing over certificate 	On completion of CMC for 1 st year from commissioning of the Project (one BG)	Bank Guarantee 1: Two percent (2%) of the Total Price + applicable tax at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> CMC Performance report of Project from OREDA as per Annexure Clause 0 Deposition of the respective penalty amount with OREDA. 	On completion of CMC for 2 nd year from commissioning of the Project (one BG)	Bank Guarantee 2: Two percent (2%) of the Total Price + applicable tax at the time BG submission, as specified in the	<ul style="list-style-type: none"> CMC Performance report of Project from OREDA as per Annexure Clause 0 Deposition of the respective penalty amount with OREDA.
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SCC Clause reference	GCC Clause reference	Detailed Clause		
			Works Order, to be returned	
		On completion of CMC for 3 rd year from commissioning of the Project (one BG)	Bank Guarantee 3: Two percent (2%) of the Total Price + applicable tax at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> • CMC Performance report of Project from OREDA as per Annexure Clause 0 • Deposition of the respective penalty amount with OREDA.
		On completion of CMC for 4 th year from commissioning of the Project (one BG)	Bank Guarantee 4: Two percent (2%) of the Total Price + applicable tax at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> • CMC Performance report of Project from OREDA as per Annexure Clause 0 • Deposition of the respective penalty amount with OREDA.
		On completion of CMC for 5 th year from commissioning of the Project (one BG)	Bank Guarantee 5: Two percent (2%) of the Total Price + applicable tax at the time BG submission, as specified in the Works Order, to be returned	<ul style="list-style-type: none"> • CMC Performance report of Project from OREDA as per Annexure Clause 0 • Deposition of the respective penalty amount with OREDA.
	GCC Clause 5.5.1.7	<p>Warranty:</p> <p>The Warranty in respect of the Equipment, as applicable shall be as follows:</p> <ul style="list-style-type: none"> • Solar photovoltaic modules: Performance Warranty with guaranteed ninety percent (90%) production at the end of 10th year of operation and 80% (eighty percent) at the end of the 25th year of operation from the date of Commissioning of the Project. Product Warranty for a period of ten (10) years from the date of Commissioning of the Project. • Module mounting Pole: Product Warranty period of ten (10) years from the date of Commissioning of the Project. • Charge Controller/ RMS: Product Warranty period of five (5) years from the date of Commissioning of the Project <p>As a testimony, the Successful Bidder must submit the Warranty certificate and service agreement with the OEM/ suppliers prior to achieving Commissioning of the Project. Any defect noticed during the Warranty period should be rectified/ replaced by the Successful Bidder either through OEM/ suppliers or by itself, free of cost, upon due intimation by OREDA.</p> <p>In case any OEM/ supplier provides a Warranty period more than five (5) 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>		

7. Annexure

7.1. Bid Forms – Technical Bid

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 .] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA Limited (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]

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 RfE no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA Limited (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 or the money transfer receipt in case of RTGS / NEFT.

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]

Bid Form 3 (Bid Security)

Bid Security

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

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

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

Place:[in
sert
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 Officer
OREDA Limited (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 rate contract for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Solar Street Lights and solar high & mini mast, across Odisha on a rate contract basis with reference to RfE no. [insert RfE no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said RfE 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., Satyanagar, Bhubaneswar” having the account no. 924020075365443 IFSC code UTIB0000024.

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:

- i. 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)].
- ii. 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.
- iii. 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.
- iv. 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.

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.

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]

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

To

The Chief Executive Officer

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 empanelment for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Solar Street Lights and solar high & mini mast, across Odisha on a rate contract basis, with reference to the RfE no. [insert RfE 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.
1. The person authorized under this Power of Attorney shall be a person holding the responsible post and designation in the company.
2. 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 RfE 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 RfE invited by OREDA vide RfE no.

[insert RfE no.] dated [DD MMM YYYY] for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for Expression of Interest (EOI) for Design, Engineering, Supply, Installation, Testing, Commissioning and Acceptance, including Comprehensive Maintenance for five (5) years of Solar Street Lights and solar high & mini mast at various places, across Odisha on a rate contract basis.

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

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

AND RESOLVED FURTHER THAT, the common seal of the company is affixed, wherever necessary, in accordance with the applicable 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

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 RfE no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Sub: Submission of Technical Bid for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as Solar Street Lights, Solar Mini Mast, Solar High Mast of various capacity across Odisha on a rate contract basis.

Dear [Sir/ Madam],

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

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

Sr. No.	Type of Project	Submitted bid for empanelment on rate contract basis
1.	Solar Street Light	[Yes or No]
2.	Solar Mini Mast	[Yes or No]
3.	Solar High Mast	[Yes or No]

We hereby undertake the following:

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 RfE 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.

1. 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.
2. 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.
3. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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 RfE or E-procurement Website; failure to which our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
11. 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.
12. We confirm that we do not have any conflict of interest in accordance with the provisions of the RfE.
13. 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.
14. 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.
15. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the RfE, else our Bid Security shall be forfeited.
16. 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.
17. 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).
18. 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.
19. 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.
20. 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.
21. We understand that you are not bound to accept any Technical Bid you may receive.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Bid Form 6 Technical Qualification

(Applicable for Category A Bidders)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

We, hereby, submit our experience as Qualification Requirement in the last Three (3) years from the due date of submission of the Technical Bid.

As per Technical Qualification Requirement, our experiences are as follows:

Technical Qualification	Units installed and commissioned	Reference Order commissioning certificate	Work no/	Solar system capacity commissioned	Reference Order commissioning certificate	Work no/
Solar Street Light						
Solar Mini Mast						
Solar High Mast						

The details pertaining to the reference assignment are given below:

Sr. No.	Item Description	Reference project [insert]**
1.	Project Capacity (Sales Order /Work Order capacity) in numbers	[Units installed and commissioned]
2.	Title of the assignment with a brief of scope	
3.	Actual contract value	[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.	Details of the letter of awards/ work orders/ contract	Work order no.: Date of work order: [DD MMM YYYY]
6.	I have attached the JCC/Completion Certificate issued by the concerned government authority as per the Prudent Utility Practices followed in Odisha.	[Yes/ No]

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

The scanned copies of the letter of awards/ work orders/ contract along with the associated Completion Certificates are enclosed below:

[Please attach 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]

(Applicable for Category B Bidders)

(To be submitted on the letter head of the Bidder)

Date: [DD MMM YYYY]

RFE no.: [insert RfE no.] dated [DD MMM YYYY]

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

This Form is not applicable to us, since we are submitting the Bid under Category B.

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 Form 7 (Financial Qualification)

Financial Qualification (Applicable for Category A Bidders)

(To be printed on the letterhead of a Chartered Accountant with seal and membership details)

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], has financial details as mentioned below, as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders related to the solar business and/or other than solar business.

Average annual turnover:

Particulars	Unit	FY 20-21	FY21-22	FY22-23	FY23-24	FY 24-25
Annual turnover from solar business only#	Lakh INR	[insert]	[insert]	[insert]	[insert]	[insert]
Average annual turnover from solar business only in any of the 3 FY#	Lakh INR	[insert]				

other income is not considered

*Strick-off if not applicable

[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 proceed as per the Applicable Law.

Date: [DD MMM YYYY]

[sign here]

Place: [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]

Financial Qualification (Applicable for Category B Bidders)

(To be printed on the letterhead of a Chartered Accountant with seal and membership details)

To

The Chief Executive Officer
OREDA Limited

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

Email: ceoreda@oredaorissa.com

This is to certify that M/s _____, having its registered office at _____, has been engaged in the solar business and, based on the audited financial statements for the financial year(s) _____, has maintained a positive net worth from its solar business operations in any of the last two financial years FY 24-25 & FY 23-24.

As per our verification and examination of the relevant financial records and documents, the net worth of the bidder from solar business only is as follows:

Financial Year Net Worth from Solar Business (INR)

XXXX-XX ₹ _____

XXXX-XX ₹ _____

This certificate is issued in accordance with the financial qualification requirements as specified under Section 4 (Qualification Requirements) and Bid Form 7 of Section 7 (Annexure) of the tender document issued by OREDA.

We further certify that the above information is true and correct to the best of our knowledge and belief and based on the records produced before us and also accept that any misinterpretation contained in it may lead to cancellation of my CA membership, and I shall be liable to proceed as per the Applicable Law.

Date: [DD MMM YYYY]

Place: [insert place]

[sign here]

Signature

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

Designation: [insert designation]

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

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

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]

BID FORM 8 (Undertaking for OEM)

(On the Letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

Sub: Undertaking for Use of Equipment Supplied by Empanelled OEMs under SLS Categories.

Sir,

We, M/s _____ (name of the bidder), having our registered office at _____, do hereby undertake and confirm that the equipment and components proposed to be supplied under the present bid will strictly be sourced from OEMs duly empanelled by OREDA under the categories of:

- **Solar Lighting System (SLS)**

As per the tender requirements, we are submitting herewith **Authorization Letters** from the following empanelled OEMs:

1. OEM Name: _____
Category: SLS
Authorization Letter No.: _____
Date: _____
2. OEM Name: _____
Category: SLS
Authorization Letter No.: _____
Date: _____

We assure you that no material or equipment from any unapproved or unpanelled OEM will be utilized in the execution of the awarded work. This undertaking is submitted in accordance with the prescribed **Bid Form 8** mentioned in Section 7 (Annexure) of the bid document.

Thanking you.

Yours faithfully,

(Signature of Authorized Signatory)

Name: _____

Designation: _____

Contact No: _____

Email: _____

(Seal of the Bidder)

Bid Form 9 (Test Certificates)

(On the Letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

Sub: Declaration to Produce Test Certificates for Equipment Supplied under SLS Categories.

Sir,

We, M/s _____ (name of the bidder), having our registered office at _____, do hereby declare and undertake that the equipment and components proposed to be supplied under this bid shall be compliant with the quality requirements and standards as outlined in QR Clause 4.2.1 of the tender.

We further declare that, as and when sought by OREDA, we shall produce valid Test Certificates issued in the name of the respective OREDA-empaneled OEMs, from any valid MNRE / NABL / Government-accredited test laboratories.

This declaration is made in accordance with the provisions of Appendix Form 8 under Clause 7.5.6 and submitted as per the requirements specified in Bid Form 9 of Section 7 (Annexure).

We understand that failure to produce such certificates when requested by OREDA may lead to disqualification or termination of the contract as per the terms and conditions of the tender.

Thanking you.

Yours faithfully,

(Signature of Authorized Signatory)

Name: _____

Designation: _____

Contact No: _____

Email: _____

(Seal of the Bidder)

Note:

1. 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.

Bid Form 10 (Self-certificate)

Self-certificate

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

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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]

Bid Form 11 (Undertaking for Indigenesness)

Undertaking for Indigenesness

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

We, [insert the Bidder name], hereby certify and confirm that the solar photovoltaic modules 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.

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 Form 12 (No Deviation Certificate)

No Deviation Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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 RfE, 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 RfE 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]

Bid Form 13 (Registration details)

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 Officer

OREDA Limited (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]

Bid Form 14 (PAN)

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 Officer

OREDA Limited (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]

Bid Form 15 (GST Certificate)

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 Officer

OREDA Limited (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]

Bid Form 16 (Income Tax Return)

Income Tax Return

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer
OREDA Limited (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 (3) assessment years for FY2022-23, FY 21-22, FY20-21,.

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 Form 17 (Quality Assurance)

Quality Assurance

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (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.

Bid Form 18 (Summary of the Bidder)

Summary of the Bidder

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (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.

(Bid Form 19) Declaration by Vendors to OREDA on Event of Default

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, hereby declare our full understanding and compliance with the terms and conditions set forth by OREDA regarding our empanelment. We acknowledge that any misuse or violation of the empanelment will result in penalties and actions as described below.

1. Misuse of Empanelment Letter

We, as an empaneled vendor, understand that under no circumstances shall we use the Empanelment letter to solicit or obtain funds, grants, contracts, or any form of financial or material benefits for schemes, projects, or purposes not directly related to the scope of work specified in our Empanelment agreement.

2. Penalty for Unauthorized Actions

In the event that we are found using the Empanelment letter for unauthorized purposes, the following actions will be enforced:

Forfeiture of Performance Security/Empanelment Fees: The performance security or Empanelment fees submitted by us may be forfeited in full or in part.

Immediate Termination of Empanelment: OREDA reserves the right to terminate our Empanelment with immediate effect.

Blacklisting: We may be blacklisted from participating in any future tenders, contracts, or Empanelment for a period of three (3) years.

Compensation for Losses: We shall be liable to compensate OREDA for any direct or indirect losses incurred due to the misuse of the Empanelment letter, including damages to reputation and loss of trust.

3. Termination without Notice

OREDA reserves the right to terminate our Empanelment without prior notice if we are found misusing the Empanelment or violating any terms and conditions of the agreement.

4. Forfeiture of Performance Security

In the event of default or misuse, OREDA may fully or partially forfeit the performance security submitted by us, as deemed appropriate.

5. Suspension of Work

If any misuse or non-performance is identified, we may be temporarily suspended from performing any further work until the issue is resolved. OREDA reserves the right to reassign our work to another vendor during the suspension period.

6. Indemnification for Fraudulent Activity

We acknowledge that in the event of any fraudulent activity conducted by us, including the misuse of the Empanelment letter or unauthorized actions that result in financial or reputational damage to OREDA, OREDA shall indemnify itself against all such losses.

OREDA reserves the right to recover all losses and damages, including financial, operational, and reputational losses, from the performance guarantee deposited by us.

OREDA may initiate legal proceedings against us to seek further compensation, and we shall bear all legal expenses incurred by OREDA in such actions.

7. Legal Action

OREDA reserves the right to initiate legal proceedings for any misuse involving fraudulent activities, financial discrepancies, or breach of contractual obligations. We shall bear all legal costs incurred during such proceedings.

8. Recovery of Losses

In the case of any losses or damages incurred by OREDA due to our default, we shall compensate OREDA fully, including compensation for delays, rework, or any other negative impact caused by the default.

9. Disqualification from Future Projects

In the event of misuse of Empanelment privileges or failure during project execution, we may be permanently disqualified from future tenders or Empanelment. This disqualification may also be communicated to other government bodies and industry associations.

10. Confidentiality Breach

We understand that any misuse of confidential information obtained during the Empanelment will result in strict action, including contract termination and legal proceedings.

11. Project Delays

We acknowledge that any undue delays caused by us without valid reasons will attract penalties as per the agreed terms. Continued delays may result in the cancellation of our Empanelment. OREDA reserves the right to claim liquidated damages as compensation for time lost.

12. Inspection and Compliance

OREDA reserves the right to inspect our facilities and project execution at any time. Non-compliance with these inspections may result in punitive action.

13. Performance Guarantee and Legal Action

In the event of default, OREDA may forfeit our performance guarantee and take legal action to recover any damages, including financial, reputational, and operational losses. We acknowledge that any legal costs incurred by OREDA will be borne by us.

Conclusion

By signing this declaration, we fully understand and accept all the terms and conditions laid out by OREDA. We commit to adhering to all the responsibilities and obligations as an empaneled vendor, and we understand the consequences of any breach or misuse of the Empanelment.

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

Bid Form 20 (Covering Letter of Price Bid)

Covering Letter of Price Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

Sub: Submission of Price Bid for the empanelment for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Solar Street Lights and solar high & mini mast at various places, across Odisha on a rate contract basis

Dear [Sir/ Madam],

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

We agree that this Price Bid shall remain valid for a period of Three hundred and sixty-five (365) Days from the original last date of online Bid submission and further for Empanelment Period of One Year from the date of issue of Empanelment Order. **The validity of bid price may be extended for further period as may be mutually agreed upon.**

We have read all the provisions 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 RfE 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 RfE 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 RfE.
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 if our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the RfE, else our Bid Security will 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]

(Price Bid for Category A Bidder)

Price Bid for Category A Bidder

(Sample Format)

Date: [DD MMM YYYY]

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

Particulars	Description
RfE no.:	[insert RfE no.] dated [DD MMM YYYY]
Name of the Project	Request for Empanelment (RfE) for design, engineering, supply, installation, testing, commissioning and acceptance, including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as [Solar Street Lights, Solar Mini Mast, Solar High Mast] across Odisha on a rate contract basis.
Name of the Bidder	[insert the Bidder name]
Category of the Bidder	Category A

Sl. No.	Project Type	Description	Unit	Price in INR per Unit	Price in INR per Unit (in words)
Unit Price Bid					
1.	Solar Street Light	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of Projects with CMC for 5 Years as per the Technical Specification and all terms given in the RfE	Unit	INR [insert]	Indian Rupees [insert] only
2.	Solar Mini Mast		Unit	INR [insert]	Indian Rupees [insert] only
3.	Solar High Mast		Unit	INR [insert]	Indian Rupees [insert] only

Note:

1. Above rate shall include cost of CMC for five (5) years @5% with 1% each Year (in the form of BG) of CMC Period
2. Above rate contract shall be valid for period of one year from date of the Empanelment Order
3. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.
4. This format is to be filled in the E-procurement Website as per the instruction given in the RfE.
5. Please fill the rate only for the applications for which the bid is submitted. Any bid with discrepancy in technical and financial bids shall be rejected by OREDA

(Price Bid for Category B Bidder)

Price Bid for Category B Bidder

(Sample Format)

Date: [DD MMM YYYY]

Particulars	Description
RfE No.:	[insert RfE no.] dated [DD MMM YYYY]
Name of the Project	Request for Empanelment (RfE) for design, engineering, supply, installation, testing, commissioning and acceptance, including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as [Solar Street Lights, Solar Mini Mast, Solar High Mast] across Odisha on a rate contract basis.
Name of the MSME Bidder	[insert the Bidder name]
Category of the Bidder	Category B
Whether the Bidder is willing to accept the lowest evaluated price (L1) for Projects determined by OREDA	[Please select either Yes or No]

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 Form 21)

Declaration for Odisha Registration / Local Office Opening

(To be printed on the bidder's letterhead)

To

The Chief Executive Officer

OREDA Limited

S-59, Mancheswar Industrial Estate,

Bhubaneswar – 751010, Odisha

Subject: **Declaration for Opening of Local Office in Odisha**

Sir,

We, the undersigned, hereby declare that we do not currently have any registered office or local office in the state of Odisha.

However, in compliance with the requirements laid out in the tender document and as per the provision of Bid Form 21 under Section 7 (Annexure), we undertake to establish and register a local office in the state of Odisha within a period of **three (03) months** from the date of our empanelment by OREDA and will share the relevant supporting documents with OREDA.

We further confirm that all relevant statutory registrations applicable under Odisha laws shall be duly obtained, and the said office shall remain operational for the entire duration of the contract (5 year CMC period).

This declaration is made in good faith and is binding upon us.

Thanking you,

Yours faithfully,

For [Bidder's Company Name]

(Signature)

Name: [Authorized Signatory's Name]

Designation: [Designation]

Seal: [Company Seal]

Date: [DD/MM/YYYY]

Place: [City]

7.3. Letter of Empanelment/ Award Forms

Letter of Intent for Empanelment

Letter of Intent

(To be submitted on the letterhead of OREDA)

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

From

The Chief Executive Officer
OREDA Limited (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 empanelment for design, engineering, supply, installation, testing, commissioning and acceptance, including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as [Solar Street Lights, Solar Mini Mast, Solar High Mast] across Odisha.

Reference:

1. NIT no. [insert NIT no.] dated [DD MMM YYYY]
2. RFE 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 LOA by signing the copy of the LOI 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 0 for the implementation of Project.
4.	Submission of a site survey report with the finalization of the exact location of the Project and the plan for the finalization of loads for the purpose of implementation of the Project.
5.	Single line diagram of the Project.
6.	Design document of the module mounting structure and other mounting structure, of the Project along with a STAD pro analysis report as a part of the mandatory submission, if applicable.
7.	Bill of materials along with spares and all relevant equipment test certificates
8.	Proof of Local office (registered office address in Odisha)

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory of OREDA: [insert name]

Designation: [insert designation]

OREDA Limited

Seal: [insert seal of the Bidder]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]
Designation: [insert designation]
Name of the Bidder: [insert Bidder's legal entity name]
Seal: [insert seal of the Bidder]

Empanelment Order

Empanelment Order (To be submitted on the letterhead of OREDA)

Empanelment Order no.: [insert Empanelment Order no.] dated [DD MMM YYYY]

From

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

Sub: Empanelment Order design, engineering, supply, installation, testing, commissioning and acceptance, including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as [Solar Street Lights, Solar Mini Mast, Solar High Mast] across Odisha.

Reference:

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

With reference to the above, following venders have been empaneled for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as Solar Street Lights, Solar Mini Mast, Solar High Mast of various capacity across Odisha on a rate contract basis.

Sr.	Name of Bidder	Category of Bidder	Type of Off-grid solar PV based application	Unit	Rate Contract
1	[Bidder name], [Address] and [Contact Details]	[A or B]			
2	[Bidder name], [Address] and [Contact Details]	[A or B]			
3	[Bidder name], [Address] and [Contact Details]	[A or B]			
4	[Bidder name], [Address] and [Contact Details]	[A or B]			
5	[Bidder name], [Address] and [Contact Details]	[A or B]			
6	[Bidder name], [Address] and [Contact Details]	[A or B]			
7	[Bidder name], [Address] and [Contact Details]	[A or B]			
8	[Bidder name], [Address] and [Contact Details]	[A or B]			
9	[Bidder name], [Address] and [Contact Details]	[A or B]			
10	[Bidder name], [Address] and [Contact Details]	[A or B]			

Above empanelment for rate contract shall be for period of one year from date of the Empanelment Order

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory of OREDA: [insert name]

Designation: [insert designation]

OREDA Limited

Seal: [insert seal of the Bidder]

LOI Form 1 (Letter of Award for Project)

Letter of Award for Project

(To be submitted on the letterhead of OREDA)

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

From

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

To

[Bidder name]

[Address]

Sub: Letter of Award for design, engineering, supply, installation, testing, commissioning and acceptance, including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as [Solar Street Lights, Solar Mini Mast, Solar High Mast] across Odisha on a rate contract basis], [project location, Odisha]

Reference:

1. NIT no. [insert NIT no.] dated [DD MMM YYYY]
2. RfE no. [insert RfE no.] dated [DD MMM YYYY]
3. LOI no. [insert LOI no.] dated [DD MMM YYYY]
4. Empanelment Order no. [insert Empanelment Order no.] dated [DD MMM YYYY]

With reference to the above, you have been selected as the Successful Bidder for Design, Engineering, Supply, Installation, Testing, Commissioning, including Comprehensive Maintenance for five (5) years of Solar Street Lights and solar high & mini mast at various places across Odisha on a rate contract basis.

Sl. No.	Description of project	Project size/capacity (kW/Nos.)	Total Cost (INR)
1			
2			
3			
4			
5			

Note:

1. Above rate shall include Cost of CMC for 5 Years, cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar project with insurance.
2. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.

You are requested to submit the signed documents within a maximum period of fifteen (15) Days from the date of issue of this Letter of Award, 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 LOA by signing the copy of the LOI along with an official seal, date, and submission to OREDA
2.	Submission of Performance Security as per ITB Clause 1.6.3

Sl. No	Critical documents
3.	Submission of a Detailed Workplan in line with the Project Timelines mentioned in the SOW Clause 0 for the implementation of Project.
4.	Submission of a site survey report with the finalization of the exact location of the Project and the plan for the finalization of loads for the purpose of implementation of the Project.
5.	Single line diagram of the Project.
6.	Design document of the module mounting structure and other mounting structure, of the Project along with a STAD pro analysis report as a part of the mandatory submission, if applicable.
7.	Bill of materials along with spares and all relevant equipment test certificates
8.	Proof of Local office (registered office address in Odisha)

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]

Date: [DD MMM YYYY]

[sign here]

Place: [insert place]

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]

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 Officer
OREDA Limited (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 empaneled vendor for design, engineering, supply, installation, testing, commissioning and acceptance, including Comprehensive Maintenance for five (5) years of various Off-grid Solar PV based applications such as [Solar Street Lights, Solar Mini Mast, Solar High Mast] across Odisha on a rate contract basis (configuration) (mention as applicable)], across Odisha with reference to

- 1) Request For Empanelment (RFE) no. [insert RfE no.] dated [DD MMM YYYY],
- 2) Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY],
- 3) Empanelment Order no. [insert Empanelment Order no.] dated [DD MMM YYYY]
- 4) Letter of Award (LOA) no. [insert LOA 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 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 "OREDA Limited" in the bank and branch "Axis Bank Ltd., Satyanagar, Bhubaneswar" having the account no. 924020075365443 IFSC code UTIB0000024.

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.

LOI Form 3 (Sample format for CMC)

Sample format for Comprehensive Maintenance Contract (CMC)

CMC ref no: [insert]

Date: [DD MMM YYYY]

Sub: CMC for design, engineering, supply, installation, testing, commissioning and acceptance, including Comprehensive Maintenance for five (5) years of 30 Watt Solar Street Lighting System across Odisha.

Ref:

1. NIT no. [insert] dated [DD MMM YYYY]
2. RFE no. [insert] dated [DD MMM YYYY]
3. Empanelment Order no. [insert Empanelment Order no.] dated [DD MMM YYYY]
4. Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY],
5. Work Order no (WO) no. [insert WO no.] 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 as per the details provided in the RFE and installed by M/s [insert the name of the Successful Bidder] for a CMC Period of five (5) years 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, herein after 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] herein after called as Second Party, for the maintenance for a period of five (5) years from the date of Commissioning of the Project, as per the details of the Project provided in Annexure Clause 7.6.

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

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 (5) years from the date of operation 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 the beneficiary and be able to provide first aid repair service for the solar project system.
3. The CMC includes repair/ replacement/maintenance of all spares, consumable and all the Equipment including but not limited to solar photovoltaic module, luminaries, battery & balance of systems during the CMC Period.
4. The Second Party shall establish a local local Zonal office in Odisha to deliver uninterrupted and hassle-free Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.
5. The Second Party shall undertake corrective maintenance upon registration of complaint by the beneficiaries/OREDA/ CRC-OREDA. After attending to the defect, the Second Party shall upload the required documents on OREDA's specified mobile application (currently ReSolve application) for successful closure of the complaints. The Second Party shall ensure rectification of defects and restore functionality within seventy-two 72 hours of lodging the complaints. If the complaints are not rectified within the stipulated period, the delayed days will be added to the total CMC period (365x5 days) and the CMC period shall be extended accordingly and necessary deduction against the Annual Maintenance Charge will be made as per the RFE terms and condition.
6. The penalty for delay in Comprehensive Maintenance Contract (CMC) shall be calculated at the end of each completed year, and the Bank Guarantee submitted for the respective year will be released only after submission of the applicable penalty amount.
7. The Second Party shall undertake scheduled maintenance work as per the prescribed format attached in Annexure Clause **Error! Reference source not found.** or the format provided by OREDA from time to time

and upload the required details and documents in the OREDA's specified mobile application (currently ReSolve application) strictly according to the given schedule.

8. The Second Party shall apprise the First Party about the requirements and supply of spares during warranty as well as CMC Period duly certified by concerned district RE Cell/OREDA HQ.
9. CMC Performance report for each project along with supporting documents from shall be duly certified by the concerned district RE Cell along with representative from beneficiary department shall be considered as token of verification of maintenance done and release of annual payment of CMC in arrears upon completion of each year of CMC Period.
10. Failure to meet any Maintenance Parameters shall lead to withhold the payment/ encashment of BG as per the provisions of RFE/Work Order.
11. 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. OREDA may ask to submit any documents related to the performance of the Solar Systems/Projects.
12. The second party shall handover the installed assets in functional condition to the beneficiary or any personnel as advised by OREDA RE Cell/ OREDA HQ after expiry of the CMC Period of five (5) years.
13. The Second Party may continue to maintain the gadgets after expiry of the CMC Period of five (5) years from the date of Commissioning of the Project, provided the Department/ First Party desires.
14. For adjudication of any dispute between the two (2) Parties arising on execution of this CMC, the matter shall first be brought to the notice of Chief Executive, OREDA.
15. 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]

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

To

The Chief Executive Officer
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 against the RfE for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Solar Street Lights and solar high & mini mast at various places, across Odisha.

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.5. Appendix to SOW – Off Grid Solar PV based applications

Solar Streetlight system

7.5.1.1 Streetlight system

A standalone solar photovoltaic street lighting system (SLS) is an outdoor lighting unit used for illuminating a street or an open area. The SLS consists of a solar photovoltaic (SPV) module, a luminaire, storage battery, control electronics, inter-connecting wires/cables, module mounting pole including hardware and battery box. The luminaire is based on White Light Emitting Diode (W-LED), a solid-state device that emits light when an electric current passes through it. The luminaire is mounted on the pole at a suitable angle to maximize illumination on the ground. The PV module is placed at the top of the pole at an angle facing south so that it receives solar radiation throughout the day, without any shadow falling on it. A battery is placed in a box attached to the pole.

Electricity generated by the PV module charges the battery during the daytime which powers the luminaire from dusk to dawn. The system lights at dusk and switches off at dawn automatically.

The luminaire that houses the White Light Emitting Diode (W-LED) will be of different capacities: i.e. 20 W, 30 W, 50 W & 70 W.

BROAD PERFORMANCE SPECIFICATIONS

Sl. No	Components	Specification for Solar Street light fitting
1.	Light Source	<p>White Light Emitting Diode (W-LED) luminaire, dispersed beam, soothing to eyes with the use of proper optics and diffuser.</p> <p>LED Chip should be compliance to IES: LM 79 & LM-80 (Approved Method for Measuring Lumen Maintenance of LED Light Sources and LED lumen depreciation time to L70). The test report for same should be submitted.</p>
2.	Light Output	<p>The luminaire must use high efficacy W-LED with minimum 165 lumens per watt (and UV free). [A certificate to be submitted by the System supplier to the Test Lab during certification]</p> <p>For single light level: Minimum 24 Lux when measured at a point 4 meters below the light. The illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher light output will be preferred.</p> <p>For Multiple Light levels: The luminaire should have two levels of light to take care of different lighting needs during the night. Minimum 24 Lux when measured at a point 4 meters below the light (at High illumination level). The illumination Should be uniform without dark bands or abrupt variations. Minimum 12 Lux at lower illumination level. (Higher light output will be preferred)</p> <p>The luminaire shall be tested for Electrical, Photometry and Color parameters as per IES LM-79:2008 or IS: 16106:2012 for following parameters like:</p> <ol style="list-style-type: none"> 1. Luminous efficacy (i.e. system efficacy): ≥ 170 lumens/Watt. 2. Color Temperature: Between 5500 K to 6500 K. 3. CRI ≥ 70

		<p>4. Luminous intensity distribution should follow the batwing patterns in polar curves.</p> <p>5. Require validation report using .ies file, which is generated during luminous intensity distribution test and using maintenance factor 0.9 and pole height of 4m., Road width 5m and Pole span 15m. The average illuminance level and uniformity should comply with the requirement as per IS 1944, wherever applicable.</p> <p>6. The luminaire should be tested for all type tests as per IS 10322 Part 5 Sect 3 or IEC 60598-2-3 standards.</p>																							
3.	Mounting of light	<table border="1"> <thead> <tr> <th data-bbox="571 533 762 622" rowspan="2">Luminary Capacity [W]</th> <th colspan="2" data-bbox="762 533 1425 566">Pole Specification</th> </tr> <tr> <th data-bbox="762 566 1082 622">Tubular</th> <th data-bbox="1082 566 1425 622">Octagonal</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 622 762 880">20</td> <td data-bbox="762 622 1082 880">Dia- 4 inch, Thickness- 3 mm, Pole length- 6 meter (5 m above the ground) Material- Hot dip Galvanized Iron (GI) (80 micron)</td> <td data-bbox="1082 622 1425 880"></td> </tr> <tr> <td data-bbox="571 880 762 1122">30</td> <td data-bbox="762 880 1082 1122">Dia- 4 inch, Thickness- 3.6 mm, Pole length- 7m (6 m above the ground) Material- Hot dip Galvanized Iron (GI) (80 micron)</td> <td data-bbox="1082 880 1425 1122"></td> </tr> <tr> <td data-bbox="571 1122 762 1305">30 (Hybrid system)</td> <td data-bbox="762 1122 1082 1305">Dia- 4 inch, Thickness- 3.6 mm, Pole length- 7m hot-dip galvanized (100 micron) tubular GI pole</td> <td data-bbox="1082 1122 1425 1305"></td> </tr> <tr> <td data-bbox="571 1305 762 1615">50</td> <td data-bbox="762 1305 1082 1615"></td> <td data-bbox="1082 1305 1425 1615">Height- 6 meter Top Diameter- 70 mm Botton Diameter- 130 mm Thickness- 3.6 mm Material- Hot dip Galvanized Iron (GI) (80 micron) Base plate- 260 mm x 260 mm x 16 mm</td> </tr> <tr> <td data-bbox="571 1615 762 1917">50 (Hybrid system)</td> <td data-bbox="762 1615 1082 1917"></td> <td data-bbox="1082 1615 1425 1917">Height- 6 meter Top Diameter- 70 mm Botton Diameter- 130 mm Thickness- 3.6 mm Material- Hot dip Galvanized Iron (GI) (100 micron) Base plate- 260 mm x 260 mm x 16 mm</td> </tr> <tr> <td data-bbox="571 1917 762 2056">70</td> <td data-bbox="762 1917 1082 2056"></td> <td data-bbox="1082 1917 1425 2056">Height- 7 meter Top Diameter- 70 mm Botton Diameter- 130 mm Thickness- 4 mm</td> </tr> </tbody> </table>	Luminary Capacity [W]	Pole Specification		Tubular	Octagonal	20	Dia- 4 inch, Thickness- 3 mm, Pole length- 6 meter (5 m above the ground) Material- Hot dip Galvanized Iron (GI) (80 micron)		30	Dia- 4 inch, Thickness- 3.6 mm, Pole length- 7m (6 m above the ground) Material- Hot dip Galvanized Iron (GI) (80 micron)		30 (Hybrid system)	Dia- 4 inch, Thickness- 3.6 mm, Pole length- 7m hot-dip galvanized (100 micron) tubular GI pole		50		Height- 6 meter Top Diameter- 70 mm Botton Diameter- 130 mm Thickness- 3.6 mm Material- Hot dip Galvanized Iron (GI) (80 micron) Base plate- 260 mm x 260 mm x 16 mm	50 (Hybrid system)		Height- 6 meter Top Diameter- 70 mm Botton Diameter- 130 mm Thickness- 3.6 mm Material- Hot dip Galvanized Iron (GI) (100 micron) Base plate- 260 mm x 260 mm x 16 mm	70		Height- 7 meter Top Diameter- 70 mm Botton Diameter- 130 mm Thickness- 4 mm
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70		Height- 7 meter Top Diameter- 70 mm Botton Diameter- 130 mm Thickness- 4 mm																							

				Material- Hot dip Galvanized Iron (GI) (100 micron) Base plate- 275 mm x 275 mm x 16 mm
4.	Electronics Efficiency	Overall total Efficiency of the Electronics should be Minimum 90%		
5.	Duty Cycle	Active Mode: The LED operates at full brightness for the first five hours. After 5 hours the light operates at 60% of the brightness, for 4 hours and then 30% of the brightness for the rest of the time for reducing power consumption.		
6.	Autonomy	2.5 days or Minimum 30 operating hours per permissible discharge with fully charged Lithium-Ferro Phosphate Battery.		
7.	Ingress Protection – IP	Optical and Control gear compartment - IP 65 / IP 66		
8.	Impact resistance of casing	≥ IK 08		
9.	Radiated Emission Test	As per CISPR-15		
10.	ESD (Electrostatic Discharge) and Radiated susceptibility test	As per IEC 61547		

7.5.1.1.1 PV Module

An indigenously manufactured PV module should be used for the solar streetlight system. The power output of the module under Standard Test Conditions (STC) should meet the following minimum requirements:

Parameter	Specification														
PV Module Type	Crystalline silicon solar cells														
Power Output	<table border="1"> <thead> <tr> <th>Luminary Capacity [W]</th> <th>PV Module Power Output [Wp]</th> </tr> </thead> <tbody> <tr> <td>20</td> <td>100</td> </tr> <tr> <td>30</td> <td>150</td> </tr> <tr> <td>30 (Hybrid)</td> <td>100</td> </tr> <tr> <td>50</td> <td>225</td> </tr> <tr> <td>50 (Hybrid)</td> <td>150</td> </tr> <tr> <td>70</td> <td>250</td> </tr> </tbody> </table>	Luminary Capacity [W]	PV Module Power Output [Wp]	20	100	30	150	30 (Hybrid)	100	50	225	50 (Hybrid)	150	70	250
Luminary Capacity [W]	PV Module Power Output [Wp]														
20	100														
30	150														
30 (Hybrid)	100														
50	225														
50 (Hybrid)	150														
70	250														
Testing Standard	<p>a) The PV modules must have quality to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards for module design qualification and type approval (IEC 61215 Edition (II), IS14286, IS/ IEC 61730 Part-1 & Part 2).</p> <p>b) PV modules must have quality to IEC 61730 Part I & II, for safety qualification testing and to be used in a mainly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.</p> <p>c) Modules must qualify to IEC TS 62804-1:2015 for the detection of potential-induced e-gradation.</p>														
Capacity Utilization Factor (CUF)	Not less than 14%														
Terminal Box	Should have a provision for opening to replace the cable if required														

Name Plate Details	Must be fixed inside the module and include: <ul style="list-style-type: none"> 1. Name of Manufacturer or Distinctive Logo 2. Model Number 3. Serial Number 4. Year of Manufacture
Distinctive Serial Number	Must start with "NSM" and be engraved on the frame or screen printed on the tedlar sheet

7.5.1.1.2 BATTERY

- a) 90% of the rated capacity of the battery should be between fully charged and load cut off conditions.
- b) Battery packs should have a proper 'Battery Management System' (BMS) for cell balancing, overcharge and over-temperature protection.
- c) Battery should conform to the BIS/ International standards (IS 16046 part-2 and IS/IEC 16047 part-3 & IEC 62133:2012).

Description	Specification	
Specific Energy	Minimum 120Wh/kg	
Capacity	Luminary Capacity [W]	Battery Capacity [Ah]
	20	36
	30	54
	30 (Hybrid)	36
	50	80
	50 (Hybrid)	54
70	100	
C Rate (Charging)	Minimum C/4	
C Rate (Discharging)	Up to 1C	
Charge Discharge Cycle	Minimum 2000 Cycles at C/10 rate at 25°C	
Thermal Run away	Min 120 °C	
Depth of Discharge	Minimum 85% at 25 °C	
Nominal Voltage	12.8 V	
Battery type	Lithium Ferro phosphate (LFP)	
Battery Voltage Range	10V to 14.6±0.2Volt	
Working Temperature Range	0°C ~ 60°C; humidity < 95%	
Storage temperature range	0°C ~ 45°C	
Self-Discharge (per Month)	<2%	
High Voltage Cut off	14.6V + 0.2V	
Deep Discharge Cut-off	10V +0.2V	
Short Circuit Protection	It should be provided.	
Ingress Protection (IP)	IP-65 for the battery box	
Certifications	As per BIS standard	

7.5.1.1.3 LIGHT SOURCE

Category	Specifications	
Light Source	White LED with bat-wing lens (No UV emission)	
Colour Temperature	5500K – 6500K	
Luminous Efficacy	≥ 165 lm/W	
LED Efficacy	More than 165 – 170 lumens/Watt	
LED Lifespan	Minimum 50,000 hours	
LED Capacity	Luminary Capacity [W]	LED Capacity [W]
	20	20
	30	30
	50	50
70	70	
Light Output Stability	Constant throughout the duty cycle	
Operating Voltage	12.8 VDC (Nominal)	

Input Voltage Range	10.8V - 14.4V DC
Driver Type	DC-DC driver (Compatible with solar panel power)
Driver Efficiency	>85%
Housing Material	Pressure die-cast aluminum
Heat Management	Heat sink temperature should not exceed 20°C above ambient temperature
Ingress Protection	IP65 (Suitable for outdoor use)
Light Cover	Heat-resistant toughened clear glass/high-quality polycarbonate with die-cast aluminum frame
Viewing Angle	120°
Approved LED Brands	CREE, Philips, Osram, Seoul, Nichia, or equivalent
Colour Rendering Index (CRI)	CRI >60
Motion Sensor Range	3 meters
Standards Compliance	LM-79 and LM-80
Luminaires Testing	IS 10322 Part 5 Section 3 / IEC 60598-2-3
Certification	LM-80 for LED and BIS or equivalent standards
Technical Details Requirement	Make, model number, country of origin, and technical characteristics of LEDs must be provided

7.5.1.1.4 ELECTRONICS

- The total electronic efficiency should be at least 90 %.
- Charge controllers should be MPPT Type.
- Electronics should operate at an appropriate voltage suitable for properly charging the battery.
- No Load current consumption should be less than 20 mA.
- The PV module itself should be used to sense the ambient light level for switching ON and OFF the lamp.
- The PCB containing the electronics should be capable of solder free installation and replacement.
- Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

Description	Specification
Nominal Battery Voltage	12.80V -Optimized for Lithium battery chemistry
Charge Controller Type	Maximum Power Point Tracking (MPPT)
Solar Charging Rating	12V 5A
Load Controller	Automatic Dusk to Dawn with Dimmer and Motion sensor-based lighting control
Self-Consumption	<20mA
Efficiency	>85%
Indications	<ul style="list-style-type: none"> Green --> Charging under process Red --> Battery Low / Fault
Operating Temperature	0 to 60 Deg C (No de-rating of the unit) and 95% RH
Protections	<ul style="list-style-type: none"> Over Charging / Deep Discharge Overload - Auto shutdown and restart Solar and Battery Reverse Reverse Current Protection from Battery at Night

7.5.1.1.5 ELECTRONIC PROTECTIONS

- Adequate protection is to be incorporated under "No Load" conditions e.g. when the lamp is removed, and the system is switched 'ON'.
- The system should have protection against battery overcharge and deep discharge conditions.
- The System should have protection against short circuit conditions.
- Protection for reverse flow of current through the PV module(s) should be provided.
- Adequate protection should be provided against battery reverse polarity.
- Load reconnect should be provided at 80% of the battery capacity status.

7.5.1.1.6 MECHANICAL COMPONENTS

- A corrosion resistant metallic frame structure should be fixed on the pole to hold the SPV module.

- b) The frame structure of module should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that it can be installed at the specified tilt angle.
- c) The tubular pole should be Hot dip galvanized pipe as per IS1161 & IS4736 i.e. Class B (medium) with 4 inch/ 100 mm (as approved) outer Dia & 3.6±10% mm thickness of the pole.
- d) Tubular Pole should have the minimum galvanization thickness of 80-100 micron. The zinc coating on the tubes shall be conforming to the requirements and tested as per methods, specified in IS 4736.
- e) For the coastal area the pole should be hot dipped galvanized (100 microns) octagonal GI pole to withstand at least 180 km. / hour of wind speed.
- f) Solar panels shall be 7 meters from ground and luminaries shall be at least 6.5 meter above the ground.
- g) The pole should have the provision to hold the luminaire. The battery shall be in the luminaire casing (Aluminum die cast), which should be waterproof IP 65 or better.
- h) A toll-free number of Customer Relationship Centre of OREDA Ltd. is to be printed on a display board which will be placed on the pole between 1-1.5 meters above the ground by the executing agency. The beneficiary can lodge a complaint through the toll-free number.
- i) Overall, the solar street lighting system should withstand wind velocity of 180 kmph (costal belt- 200 kmph) (undertaking is needed to submit).
- j) The make, model, and technical specifications of the pole shall be approved by OREDA Ltd.

7.5.1.1.7 INDICATORS

- a) The system should have two indicators, green and red.
- b) The green indicator should indicate the charging under progress and should glow only
- c) When the charging is taking place. It should stop glowing when the battery is fully charged.
- d) Red indicator should indicate the battery "Load Cut Off" condition.

7.5.1.1.8 WARRANTY

The Warranty Card to be supplied with the system must contain the details of the system. Name and address of the contact person for repair and maintenance, in case of non-functionality of the SLS.

7.5.1.2 Solar based High/ Mini Mast Light

7.5.1.1.1. Mast technical specifications.

Specification	Mini Mast	High Mast
Solar Panel	100 W × 4 Mono-Crystalline	225 W × 4 Mono-Crystalline
LED Configuration	4 × 24W LED	4 × 50W LED
Battery	42 Ah, LiFePO4	100 Ah, LiFePO4
Pole Type	Octagonal GI Pole	Octagonal GI Pole
Height	7 meters	9 meters
Top Diameter	90 mm	150 mm
Bottom Diameter	175 mm	360 mm
Pole Thickness	4 mm	4 mm
Material	Hot Dip Galvanized Iron (GI) (100-micron coating)	Hot Dip Galvanized Iron (GI) (100-micron coating)
Base Plate	275 mm × 275 mm × 16 mm	410 mm × 410 mm × 25 mm

- a) White Light Emitting Diode (W-LED) light source based solar street lighting system

Lighting Emitting Diode (LED) is a p-n junction device which emits light when forward electric current passes through it. An LED-based solar street lighting system aims to provide solar electricity for operating LED lights for specified hours of operation per day. The broad

performance specification of a White Light Emitting Diode (W-LED) light source based solar street lighting system is given below.

Broad Performance Parameters:

Parameter	Specification
Number of LED Lights	4
Battery Type	LiFePO4
Battery Discharge Rate (C-rate)	C/10
Depth of Discharge (DoD)	90%
Electronics Efficiency	Minimum 85%
Autonomy	2 days
Duty Cycle	12 hours operation per night
Illumination Pattern	100% illumination for 6 hours, 60% illumination for 6 hours
Operation Mode	Dusk-to-Dawn

b) Light Surface

The light source will be of white LED type, single lamp or multiple lamps can be used. The colour temperature of white LEDs used in the system should be in the range of 5500K - 6500 K. Use of LEDs which emit ultra-violet light will not be permitted. The lamps should be housed in an assembly suitable for outdoor use and shall comply with IP 65. The LED housing preferably should be made of pressure die cast aluminum having sufficient area for heat dissipation and heat resistant toughened clear glass/ high quality poly carbonate fitted with pressurized die cast aluminum frame with SS screw. The temperature of heat sink should not increase more than 30°C above ambient temperature even after 48 hours continuous operation. This condition should be complied even after two hours or operation at its maximum operation voltage i.e. just before over voltage cut off.

Parameter	Specification
LED Lifespan	Maximum 50,000 hours
LED Information Requirement	Make, model number, country of origin, and technical characteristics must be furnished
Compliance Standards	LM-79 and LM-80
LED Efficacy	More than 165 lumens/watt @ 350mA

7.5.1.1.2. Solar photovoltaic (PV) modules:

a) The power output of the PV module under STC is given below.

Specification	Mini Mast	High Mast
Module power output	100 W	225 W

- b) PV modules used in solar streetlights 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. Full rated output of the SPV Array to be ensured after one year of operation.
- c) The module efficiency should be more than 17% and fill factor should be more than 70%.
- d) The PV modules must have quality to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards for module design qualification and type approval (IEC 61215 Edition (II), IS14286, IS/ IEC 61730 Part-1 & Part 2).
- e) PV modules must have quality to IEC 61730 Part I & II, for safety qualification testing and to be used in a mainly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

- f) Modules must qualify to IEC TS 62804-1:2015 for the detection of potential-induced e-gradation.

7.5.1.1.3. Battery

- a) The battery capacity for different mast configurations is given below.

Mast Type	Battery Capacity [Ah]
Mini Mast	42
High Mast	100

- b) Minimum 25.6V, LiFePO4 Battery shall be used. Battery can be proposed to be placed inside the luminaire casing or outside the luminaire with appropriate arrangement ensuring safety of the SSLs which should be waterproof IP 65. 1 Battery per luminaire.
- c) 90% of the rated capacity of the battery should be between fully charged and load cut off conditions.
- d) Battery packs should have proper Battery management System (BMS) for cell balancing, overcharging and over temperature protection.
- e) Battery should be placed in the SSLs with proper arrangement and precautions, to prevent the theft.
- f) Battery should conform to the BIS/ International standards (IS 16046 part-2 and IS/IEC 16047 part-3 & IEC 62133:2012).

Description	Specification
Specific Energy	Minimum 120Wh/kg
C Rate (Charging)	Minimum C/4
C Rate (Discharging)	Up to 1C
Charge Discharge Cycle	Minimum 2000 Cycles at C/10 rate at 25°C
Thermal Run away	Min 120°C
Depth of Discharge	Minimum 85% at 25°C
Nominal Voltage	25.6 V
Cell Capacity	3.2Volt 5Ah/6Ah/10Ah and above
Battery type	Lithium Ferro phosphate
Battery Voltage Range	10V to 14.6±0.2Volt
Working Temperature Range	0°C ~ 60°C; humidity < 95%
Storage temperature range	0°C ~ 45°C
Self-Discharge (per Month)	<2%
High Voltage Cut off	14.6V + 0.2V
Deep Discharge Cut-off	10V +0.2V
Short Circuit Protection	It should be provided.
Ingress Protection (IP)	IP-65 for the battery box
Certifications	As per BIS standard

7.5.1.1.4. Electronics

- a) The total electronic efficiency should be at least 90%.
- b) Charge controllers should be MPPT Type.
- c) Electronics should operate at an appropriate voltage suitable for properly charging the battery.
- d) The PCB containing the electronics should be capable of solder free installation and replacement.
- e) Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

7.5.1.1.5. Electronic Protections

- a) The system should have protection against battery overcharge and deep discharge conditions.
- b) Fuses should be provided to protect against short circuit conditions.

- c) A blocking diode should be provided as part of the electronics, to prevent reverse flow of current through the PV module (s), in case such a diode is not provided with the PV module.
- d) Full protection against open circuits, accidental short circuits and reverse polarity should be provided.
- e) Adequate protection is to be incorporated under no load conditions, e.g. when the lamps are removed, and the system is switched ON.
- f) Electronics should operate on 25.6V and should have temperature compensation for proper charging of the battery throughout the year.
- g) The W-LED driver circuit should be based on constant voltage, constant current, mini frequency technology. The component used in LED driver circuits should be mainly reliable and efficient.
- h) Lumen output of W-LED should remain the same throughout the warranty period.
- i) Adequate protection should be provided against battery reverse polarity.
- j) Load reconnect should be provided at 80% of the battery capacity status.
- k) Each streetlight shall be provided with separate earthing. The earthing shall be done in accordance with the latest Standards.
- l) Each solar streetlight shall be grounded properly as per IS 3043-2018.
- m) All metal casing/ shielding of the streetlight shall be thoroughly grounded in accordance with CEA Safety Regulation 2010. Earth resistance should be as low as possible and shall never be higher than 5 ohms.
- n) Internal surge protection shall be provided in the streetlight.

7.5.1.1.6. Charge Controller

The unit should have the following feature-

- a) This unit should be designed for the charge regulation of storage batteries and safeguard the battery against overcharge & deep discharging.
- b) The voltage cut-off should be set in such a way to utilize 85% of the fully charged battery capacity. The lower limit of cut off voltage should not be less than 10.8 Volts.
- c) The charge controller should reconnect the load when battery gets fully charged. The difference in these two-voltage set point should be neither too small nor too large to avoid the relay chattering.
- d) A reverse blocking diode should be provided to prevent discharge of battery in rainy season and in night.
- e) Various functions should be displayed through LED indicator indicating the operations being carried out by the controller such as low battery warning sign (yellow), load current off (red), battery charging (green) & RMS condition indicator (blue)- Glowing means working.
- f) A switch & fuse should be provided with the controller.
- g) The unit should have protection against short circuits, lightning, reverse polarity surge etc.
- h) The PCB's of controller should be glass epoxy.
- i) All the connector indication should be covered with transparent hard plastic sheet screened properly.
- j) The self-consumption of the charge controller shall not be more than 20 mA at rated voltage and rated current.
- k) The electronics should operate at 25.6 Volt and the efficiency of DC-DC converters should be at least 90%.

Description	Specification
Nominal Battery Voltage	25.6V -Optimized for Lithium battery chemistry
Charge Controller Type	Maximum Power Point Tracking (MPPT)
Solar Charging Rating	24V 15 A
Load Controller	Automatic Dusk to dawn with Dimmer.
Self-Consumption	<20mA
Efficiency	>95%
Indications	<ul style="list-style-type: none"> • Green --> Charging under process • Red --> Battery Low / Fault
Operating Temperature	0 to 60 Deg C (No de-rating of the unit) and 95% RH
Protections	<ul style="list-style-type: none"> • Over Charging / Deep Discharge • Overload - Auto shutdown and restart • Solar and Battery Reverse

- Reverse Current Protection from Battery at Night

7.5.1.1.7. Mechanical Components

- A corrosion resistant metallic frame structure should be fixed on the pole to hold the SPV module.
- The frame structure of module should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that it can be installed at the specified tilt angle.
- The Pole specifications for streetlight mast are given below:

Specification	Mini Mast	High Mast
Pole Type	Octagonal GI Pole	Octagonal GI Pole
Height (meters)	7	9
Luminaire Height(meters)	6.5	8.5
Top Diameter (mm)	90	150
Bottom Diameter(mm)	175	360
Pole Thickness(mm)	4	4
Material	Hot Dip Galvanized Iron (GI) (100-micron coating)	Hot Dip Galvanized Iron (GI) (100-micron coating)
Base Plate	275 mm x 275 mm x 16 mm	410 mm x 410 mm x 25 mm
Wind Speed Resistance	Should be able to withstand wind Up to 200 km/h	Should be able to withstand wind Up to 200 km/h

- The pole should have the provision to hold the luminaire. The battery shall be in the luminaire casing (Aluminum die cast), which should be waterproof IP 65 or better
- Manual Pulley System with all the required accessories.
- A toll-free number of Customer Relationship Centre of OREDA Ltd. Is to be printed on a display board which will be placed on the pole between 1-1.5 meters above the ground by the executing agency. The beneficiary can lodge a complaint through the toll-free number.
- Overall solar street lighting system should withstand wind velocity of 150 kmph (costal belt-200 kmph) (undertaking is needed to submit)
- The make, model, technical specifications of the pole shall be approved by OREDA Ltd.

7.5.1.1.8. Civil Component:

- Civil Pedestal Foundation for pole should be of RCC type (M 20 grade) with 1:1.5:3 ratio of 500 mm x 500 mm x 1000 mm
- The pedestal must be 200 mm above ground to avoid water logging on the base plate.

7.5.1.1.9. Electric Cable

- The electric cables shall be twin core PVC insulated water and UV resistance copper cables of minimum size 1.5 sq. mm. Cables shall meet IS 1554 /694 Part I:1988 and shall be 650V/1.1kV.

7.5.1.1.10. WARRANTY

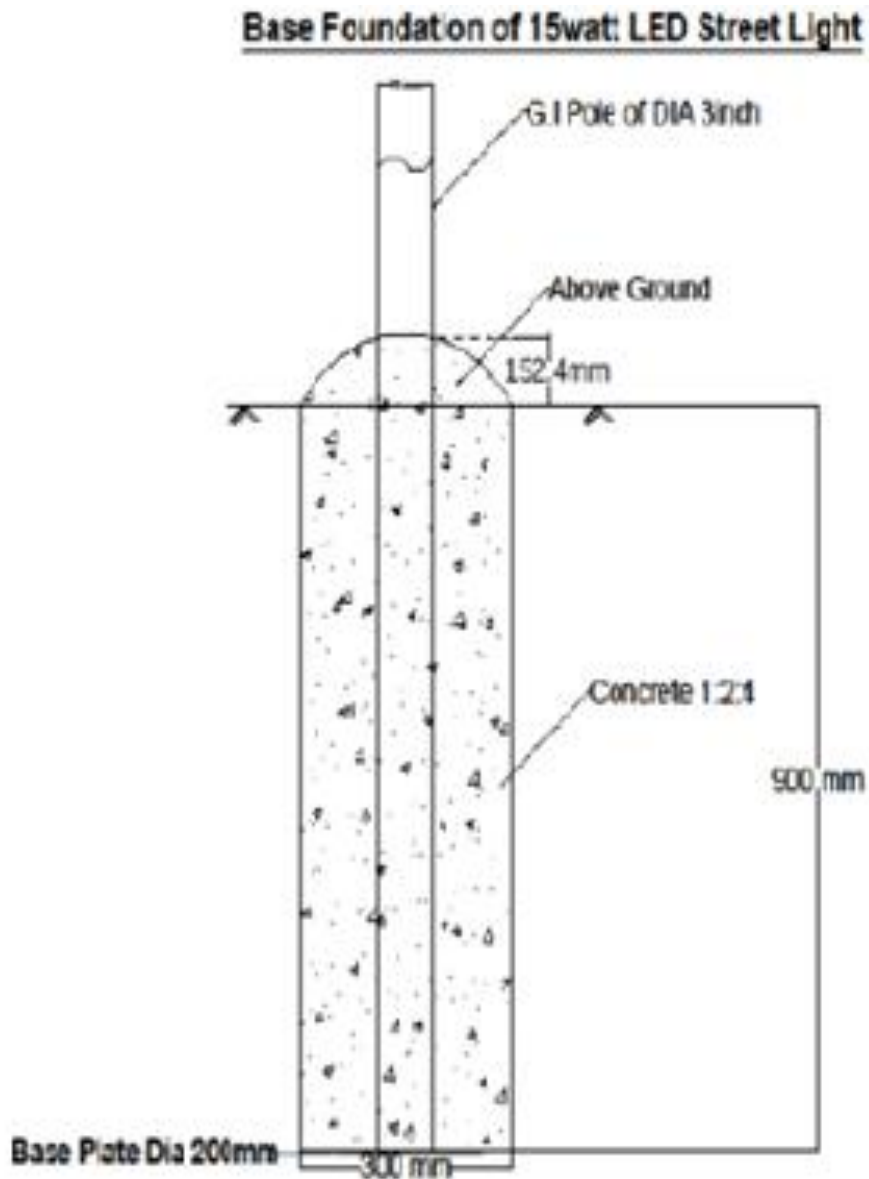
The Warranty Card to be supplied with the system must contain the details of the system.

7.5.1.3. Drawings & Manuals:

Two copies of Engineering, electrical drawings, Installation and CMC manuals are to be supplied. Bidders shall provide complete technical datasheets for each equipment giving details of the specifications along with make/makes in their bid along with the basic design of the power plant and power evacuation, synchronization and distribution for street lighting system along with protection equipment.

7.5.1.3.1. Design and drawing for streetlight

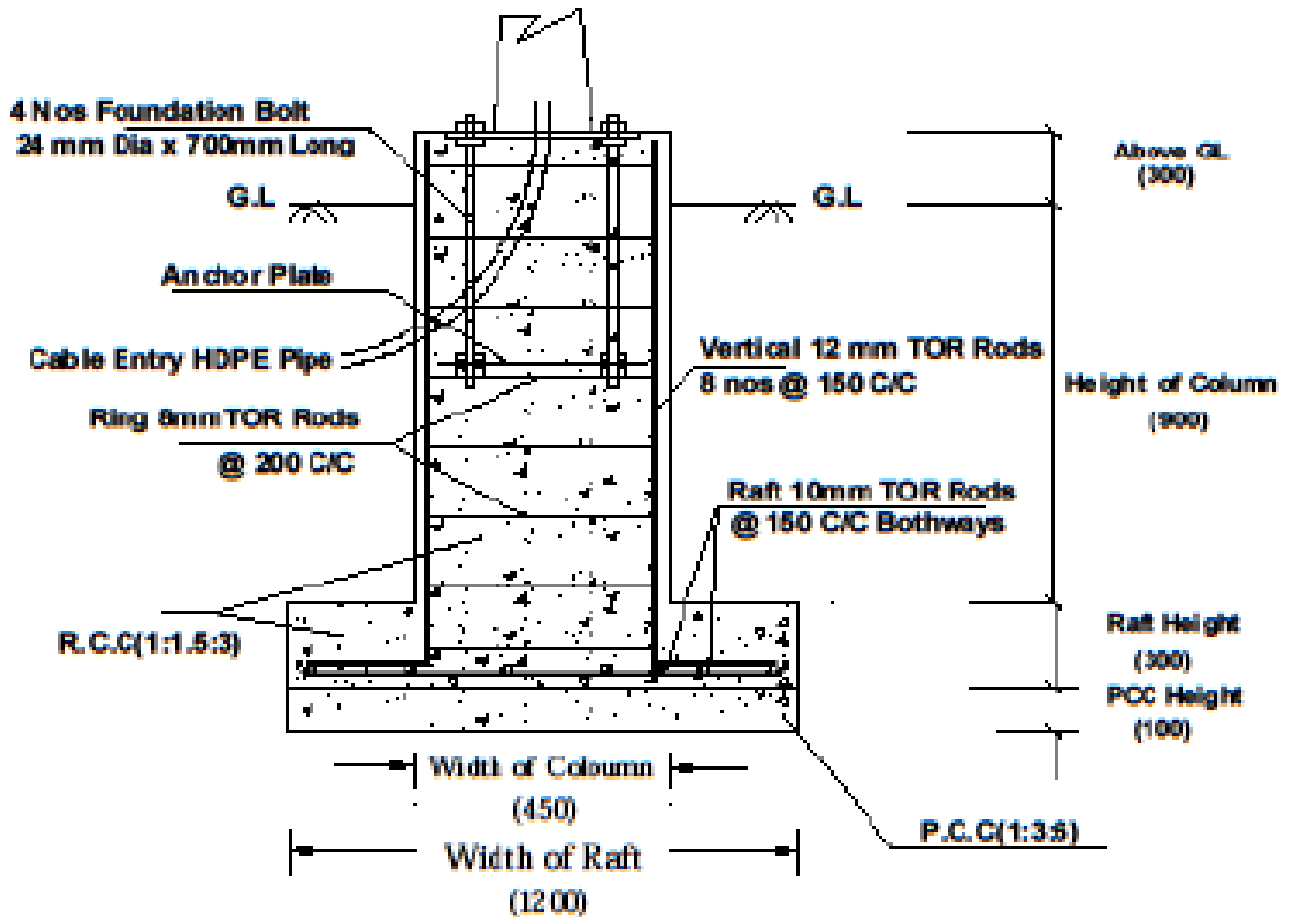
The indicative diagram of module mounting structure is given below:



7.5.1.3.2. Design and drawing for mini mast light

The indicative drawing of base foundation of mini mast light is given below

FOUNDATION DETAILS



NOTE: The design is tentative.

Appendix Form 2 (Spares)

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

Sr. No.	Name of Project	Name of the Spares	Technical Specification	Unit	Total quantum requirement in no.
1	Solar streetlight	Solar photovoltaic modules	As per the Technical Specification of the RFP	kW	2% of the total capacity
		LED Bulbs	As per the Technical Specification of the RFP	No.	2% of total quantity
		Battery	As per the Technical Specification of the RFP	No.	2% of total quantity
3	Mini and High Mast	Solar photovoltaic modules	As per the Technical Specification of the RFP	kW	2% of the total capacity
		LED Bulbs	As per the Technical Specification of the RFP	No.	2% of total quantity
		Battery	As per the Technical Specification of the RFP	No.	2% of total quantity

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.

Appendix Form 3 (Commissioning Report)

Commissioning Report – Solar Mini-Mast System

This Commissioning Report is prepared for the Bidder [insert name of Bidder] for the Project developed at [Name & Address of the beneficiary] [insert] block at [insert] district of Odisha. The date of Commissioning of the ___ nos. of Solar Mini-Mast System is _____. (DD/MM/YYYY)

Remark if any:

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:

The Project details of RSPS are given below:
(To be filled by Representative of OREDA)

Sl. No.	Items	Details / Remarks
1.	Name of the Building/Institution	
2.	Address	
3.	Details of the Solar Mini-Mast System	1. Cumulative capacity of Solar Mini Mast (kW) - 2. Number of LED lights on the Solar Mini Mast System - 3. Individual LED light Capacity (W) – 4. Solar Mini Mast Pole Material (Type, Diameter in CM) – 5. Solar Mini Mast Foundation – 6. Solar Mini Mast Height (in Feet) (Approx. to +-10%) –
4.	Inverter	(Mention Whether Inverter is integrated to LED Light Housing or not) Rated Inverter Capacity (KVA) –
5.	Battery	(Mention Whether Battery System is integrated to LED Light Housing or not) Rated Individual Battery Capacity (V, Ah) – Number of Battery – Battery Type –
6.	Operation of Solar Mini - Mast (Functioning/Not Functioning)	

7.	Charging of Solar Mini Mast Light System (Functioning/Not Functioning)	
8.	Visual Inspection remarks	
9.	CMC manual (Schedule of Maintenance / CRC complaint register procedure) Print outs to be submitted by the Developer	
10.	Dos & Don'ts in the form of a booklet/Leaflet/Printout (to be submitted by Developer)	

Declaration:

The above Solar Mini Mast Light System was commissioned as per the applicable guidelines and the observations suggest that the performance of the above Solar Mini Mast Light System is found to be satisfactory.

Place: [insert place]	[sign here] Signature Name of Authorized Representative of Beneficiary: [insert name] Designation: [insert designation] Name of the Organization: Seal:
Place: [insert place]	[sign here] Signature Name of Authorized Representative of OREDA: [insert name] Designation: [insert designation] OREDA Ltd. Seal:
Place: [insert place]	[sign here] Signature Name of Authorized Representative of Developer: [insert name] Designation: [insert designation] Organization Name: Seal:

Appendix Form 4 (Joint Commissioning Certificate)

OREDA LIMITED



(Under the Department of Energy Government of Odisha)

(CIN No: U35105OD2024SGC045786)
(ISO 9001:2008 / ISO 14001:2004)
S/59, MANCHESWAR INDUSTRIAL ESTATE
BHUBANESWAR-751010, ODISHA

Website: www.oredaodisha.com E-mail: ceoreda@oredaorissa.com

Joint Commissioning Certificate for the Solar Mini Mast Light System

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. Any other correspondence, if any:

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has successfully commissioned _____ no. of Solar Mini Mast Light System at [name and address of the beneficiary], [insert block name] block, [insert district name] District in Odisha with respect to the above references and the solar tree along with street lights are operating successfully.

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

1. Solar Mini Mast Light System Joint Commissioning Report (Attached)
2. Installation Report as uploaded on CRC (Attached)
3. Warranty certificate of Solar Mini Mast Light System. (Attached)

Assistant Director (Technical)
OREDA R.E. – Cell
(Seal with Date)

Joint Commissioning Report – Off-grid solar PV application Project

This Commissioning Report is prepared for the Bidder [insert name of Bidder] for the Project developed at [Name & Address of the beneficiary] [insert] block at [insert] district of Odisha. The date of Commissioning of the ___ (kW) Solar Street Lights/solar high mast/mini mast is _____. (DD/MM/YYYY)

Remark if any:

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:

The Project details of RSPS are given below: (To be filled by Representative of OREDA)

Sl. No.	Items	Details / Remarks
1.	Name of the Location	
2.	Address	
3.	CMC manual (Schedule of Maintenance / CRC complaint register procedure) Print outs to be submitted by SPP Developer	
4.	Dos & Don'ts in the form of a booklet/Leaflet/Printout (to be submitted by SPP Developer)	
5.	Proof of conducting the training programs for off-grid solar PV general operation and Maintenance (to be submitted by Developer)	

**Tests performed during Commissioning:
(To be filled by Representative of OREDA)**

Declaration:

The above Off-grid solar PV application Project was commissioned as per the applicable guidelines and the tests performed suggest that the performance of the above Off-grid solar PV application Project is found to be satisfactory.

Place: [insert place]	<p>[sign here]</p> <p>Signature</p> <p>Name of Authorized Representative of Beneficiary: [insert name]</p> <p>Designation: [insert designation]</p> <p>Name of the Organization:</p> <p>Seal:</p>
Place: [insert place]	<p>[sign here]</p> <p>Signature</p> <p>Name of Authorized Representative of OREDA: [insert name]</p> <p>Designation: [insert designation]</p> <p>OREDA Limited (OREDA)</p> <p>Seal:</p>
Place: [insert place]	<p>[sign here]</p> <p>Signature</p> <p>Name of Authorized Representative of Bidder: [insert name]</p> <p>Designation: [insert designation]</p> <p>Organization Name:</p> <p>Seal:</p>

Appendix Form 7 (Test Certificates – IEC and IP certifications)

The Test Certificate requirements for the Project are given below:

Sl. No.	Major Component	Test Certificates Required	Test description
1.	Complete solar streetlight	As per testing specifications of MNRE	
2.	High Mast, Mini Mast	As per testing specifications of MNRE/ BIS	
3.	Crystalline Silicon Terrestrial PV Modules	IEC 61215/ or equivalent BIS standard (IS 14286)	Design qualification
		IEC 61730 -1,2	Safety Qualification Part 1: Requirements for Construction Part 2:- Requirements for Testing
		IEC 61701	Salt Mist Corrosion Test
		IEC 62716	Ammonia (NH3) Corrosion Testing, (As per site condition like dairies, toilets)
		IEC 61853-Part 1 & 2 /IS 16170: Part 1	Performance testing and energy rating:- Irradiance and temperature performance measurements and power rating.
		IEC 61683	Efficiency Test
		IEC 62804:	Potential Induced Degradation test
		IEC 62782	Dynamic Mechanical Load Test
		IEC 61726:2022	shielding effectiveness of cable assemblies, cables, connectors, and passive microwave components Test
	IEC 60068-1:2013	Sand & Dust Test	

Note: The proof of all documents showcasing the possession of such copies of the Test Certificates by the Bidder shall be submitted along with Lol document.

Appendix Form 8 (CMC Performance Report)

CMC Performance Report - 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. RFE no. [insert] dated [DD MMM YYYY]
3. Letter of Intent no. [insert] dated [DD MMM YYYY]
4. Work Order no. [insert] dated [DD MMM YYYY]
5. Commissioning Certificate no. [insert] dated [DD MMM YYYY]
6. Acceptance Certificate no. [insert] dated [DD MMM YYYY]
7. Any other correspondence, if any:

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has commissioned [insert capacity and type of project] Project at [project site details] with respect to the ref. no. 5 and 6 on [date of commissioning of project] and it is operating successfully and [Name of the Successful Bidder] has provided CMC during [insert financial year] which is [insert year of CMC] from the date of the Commissioning Certificate.

CMC Period	Year 1/2/3/4/5		CMC Start month
Off grid application type			CMC End month

Vendor name	Vendor 1		
	SM closed as per schedule	CM closed within TAT	% Assets functional
Unit	%	%	%
Min Requirement (Yearly Average)	90%	80%	90%
Average			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			

*In the above case, Jul is the CMC start month and Jun is CMC end month for illustration

CMC Performance of [Name of the Successful Bidder] is acceptable as per the above Table on the basis of the Annual Performance Report generated and submitted by CRC.

Attached: Annual Performance report generated report and submitted by CRC

If Final Outcome at point 10, is accepted, then BG shall be returned to the vendor. Failing to meet the acceptance at point 10 will lead to encashment of BG for the respective year.

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal:

No claim/ lien certificate

No claim/ lien certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RfE no.: [insert RfE 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]

7.6. Appendix to SOW – CRC guidelines

Disclaimer

- 7.6.1.1. These guidelines are meant for use of OREDA only.
- 7.6.1.2. These guidelines are prescribed for installation, Commissioning, Acceptance and Comprehensive Maintenance of renewable energy systems installed by/under OREDA only.
- 7.6.1.3. OREDA neither recommends nor insists other organizations follow these guidelines for the renewable energy systems developed by either by themselves or through any other organization other than OREDA.
- 7.6.1.4. OREDA reserves all the right to modify, amend or supplement these guidelines whenever such necessity arises.
- 7.6.1.5. Though adequate care has been taken for preparation of these guidelines the installation and maintenance details prescribed in this document are not the only and absolute prescriptions. Depending upon the on-site conditions, the installation/maintenance technician shall take his/her own well-judged decision while installing or maintaining a given RE system.
- 7.6.1.6. Though safety features have not been covered under these guidelines, Indian standard safety guidelines for construction work and electrical works must be followed by all involved in with installation and maintenance of RE systems under these guidelines.

Declaration

- 7.6.1.7. These guidelines will hereinafter be known as “General Guidelines for Installation and Maintenance of RE Systems under OREDA”
- 7.6.1.8. These guidelines shall be applicable to all distributed RE systems installed under the aegis of OREDA.
- 7.6.1.9. These guidelines shall be strictly followed by all vendors of OREDA.
- 7.6.1.10. These guidelines will also be strictly adhered to by all technicians and supervisory level officers of OREDA.
- 7.6.1.11. These guidelines will also constitute an integral part of all tenders of OREDA
- 7.6.1.12. The scoring system prescribed in these guidelines shall be applicable to all vendors of OREDA executing projects on behalf of OREDA

Intent behind framing these guidelines

- 7.6.1.13. These guidelines have been framed solely with the intention of improving the installation standards of RE systems and to extend the quality and timely maintenance services to minimize system downtime and guarantee customers’ satisfaction.

Context

- 7.6.1.14. The last few years have witnessed a tremendous rise in the number of RE installations, particularly in remote, un-served and underserved parts of the state. In view of the absolute need of these installations to meet the basic requirements such as lighting, the supply of drinking water, irrigating farmlands, etc. It is imperative on the part of OREDA to ensure proper performance of the systems which largely depends on the quality of materials, standards of installation and the certainty and frequency of maintenance.
- 7.6.1.15. Ministry of New and Renewable Energy, GOI normally determines the quality and standards of the materials which are elaborately reiterated in the respective tender documents.

- 7.6.1.16. Project-specific installation procedures are often elaborated in the respective tender documents which the vendors are expected to follow meticulously. However, it has been observed that the vendors often do not adhere to these procedures which results in poor performance of the systems. To enable the vendors to follow the procedures meticulously a specific installation App has been developed by OREDA which will be shared with the vendors on their registered mobiles meant to be used by their designated Technicians. The App has been made in such a way that as a technician proceeds for installation of a certain system/device it opens up the step-by-step installation procedure for the given system/device which the technicians simply has to follow and upload pictures wherever camera buttons have been provided. As a technician completes installation the entire installation report along with pictures will be ready on his mobile for submission to OREDA.
- 7.6.1.17. Renewable Energy systems are known for their low maintenance needs. Often this is misconceived as “no-maintenance” which results in non-performance of such high value and efficient systems. Thus, all RE systems must be maintained well.
- 7.6.1.18. Though the primary responsibility of maintenance of the systems has been vested in the concerned vendor the rising number of unresolved service requests at the CRC calls for some serious organizational oversight. Moreover, it is presumed that many customers are also not able to register their requests due to poor or no mobile connectivity, ignorance about CRC and its toll-free number, etc.
- 7.6.1.19. Keeping the above in view, OREDA during September 2018 introduced a Scheduled Maintenance Regime through its Customer Relationship Centre so as to introduce periodicity and certainty in the maintenance services being extended by the vendors. Like installation, the scheduled maintenance has also been made a mobile application based where the technician responsible for maintenance of the system can step by step follow the prescribed procedure for scheduled maintenance and upload pictures wherever camera buttons have been provided. At the end of the maintenance procedure, a maintenance report can also be generated by the technicians.
- 7.6.1.20. This initiative is not only expected to increase the performance level of the installations but also greatly reduce service requests by customers.

Objectives:

The primary objectives of this new initiative are

1. Increase the economic life span of installations.
2. Ensuring better performance of RE systems.
3. Higher returns on investments.
4. Higher customer satisfaction
5. Better acceptance of decentralized RE based power systems
6. Increased response to climate change mitigation.

Stakeholders:

Ensuring proper performance of RE installations calls for the combined effort of all stakeholders such as Customers, Sponsors, PRIs, Vendors, Independent Service Organizations, OEMs, and OREDA.

7.6.1.21. Customers:

Customers are the ultimate users and custodians of RE systems/devices. They are required to own the systems irrespective of the systems being privately owned by them or public property installed inside their premises. They should be responsible for the safety and security of the systems as well as day-to-day maintenance of the systems as prescribed in the users' manual.

7.6.1.22. Sponsors

Sponsors are the Government Departments/Organizations sponsoring the schemes/program under which the RE systems/devices are installed. Sponsors are responsible for availing and extending maintenance contracts and organizing funds for the same. Sponsors are to be kept informed about the maintenance activities as well as emergent situations that call for material and financial resources.

7.6.1.23. Panchayati Raj Institutions (PRIs)

PRIs are supposed to be the ultimate owners of community assets such as drinking water supply systems, streetlights, etc. They are expected to properly register the community assets in their asset registers as well as apportion funds from their grants/income for repair and maintenance of the assets beyond the scheduled maintenance period.

7.6.1.24. Vendors

Vendors are primarily responsible for supply, installation and commissioning of the RE systems/devices. They are also responsible for the effective maintenance of the systems for the first five years or as may be mentioned in the concerned tender. Vendors are required to extend scheduled maintenance services as well as on-call maintenance services to all systems installed by them. For extending such services smoothly they may establish their own service network or avail services of Independent Service Organizations. Vendors are also required to have back-to-back agreements with their OEMs for extending guarantee, warranty, the supply of spares, etc. Vendors shall work in close coordination with the customers, custodians, field units, respective technical divisions, and CRC of OREDA in order to deliver effective maintenance services.

7.6.1.25. Original Equipment Manufacturers (OEMs)

The Manufacturers of the original equipment used in RE systems/devices are important stakeholders as far as delivery of effective maintenance services is concerned. Without a proper inventory of spares at their end for the entire period of maintenance and quick response to the need for spares at the project site, it is almost impossible to deliver effective maintenance services on the part of the vendors.

The OEMs are currently being empaneled, and the final list will be provided to vendors.

- Bidders are required to use only the empaneled OEMs.
- A change of OEM is allowed in unavoidable situations (e.g., unavailability, supply delays, quality issues) with:
 - Prior approval from OREDA.
 - Submission of the latest datasheets and test reports from MNRE-approved labs.
- The make/model will be finalized only with OREDA's approval.

7.6.1.26. OREDA

OREDA represented by its Technical Divisions, Field Units, CRC is the most important stakeholders in respects of

- a) Managing processes and providing oversight
- b) Establishing principles and parameters for extending maintenance services
- c) Setting up performance parameters
- d) Monitoring, measuring and analyzing stakeholders' performance.
- e) Working for performance improvement
- f) Identifying time-bound and appropriate actions as well as working on the same
- g) Developing internal preparedness to repair, re-installing systems beyond the scope of the vendors.
- h) Developing contingency resources and plans to force majeure situations.
- i) Recognizing and encouraging good performance

Process

The overall process is hinged on three distinct sub-processes. They are

1. Onboarding the project
2. Installation & Commissioning of the systems
3. Creation of system IDs and linking to CRM
4. Managing the R&M.

The efficiency of maintenance is largely dependent on the quality and regularity of step 1,2 & 3. The processes are as follows:

7.6.1.27. ONBOARDING:

Onboarding refers to the creation of the project-specific database comprising of the following details. Onboarding of each project is to be done by the concerned Division Head of OREDA.

- a) Name of the scheme (Generic-Specific)
- b) Name of the sponsors.
- c) Details of sanction order indicating the quantity, cost, locations, etc.
- d) Date of floating of tender
- e) Date of finalization of tenders.
- f) Vendor details (name, the quantity of work awarded, the total cost of the work, locations assigned)
- g) Date of Issue of LOI
- h) Details of survey report submitted by the vendor in response to LOI
- i) Details of project execution schedule submitted by the vendor in response to LOI
- j) Date of issue of firm work order vendor wise
- k) Final date of completion of the project.

This would populate the database in phases as the scheme progresses from conception to inception. Once a scheme is on-boarded the details are to be intimated to CRC for the creation of a new account.

7.6.1.28. PROJECT EXECUTION:

The vendor to whom a particular work has been assigned is responsible for the execution of the project. As soon as a project is on-boarded with the above details the same will appear on the dashboard of the concerned vendor(s). The vendor then has to assign the project to a specific technician(s) having registered mobile phones on which the installation apps have been loaded.

The technician will then be able to see his/her assigned projects on the app provided having details such as the name of the project, name of the customer, location details including GPS coordinates, the capacity of the project, etc. As the technician starts executing the project, he/she has to upload the following details as and when it happens

- a) Date of commencement
- b) Details of all hardwares
- c) Exact location of installation
- d) Complete step by step installation details including the picture as per the installation app.
- e) Date of commissioning the project.

This would populate the database in phases as the scheme progresses from conception to inception.

7.6.1.29. SUPERVISION:

- a) District Level: As soon as the on-boarding is complete the Officer-in-charge of the District RE Cell can see the details on his dashboard. Similarly, he can see the subsequent processes carried out at the vendor and technician levels. At any point in time as may be required the Officer-in-charge of the District RE Cell can undertake field visits and supervise the progress of the work, quality of work execution, etc. Once a project is commissioned the Officer-in-charge of District RE Cell can make necessary checks and upload the Joint Commissioning Certificate on the App provided to him within a stipulated timeline.
- b) HQR. Level: After getting the commissioning reports and necessary checks thereon the division concerned of OREDA will create the project/system ID after which the project/system will automatically get linked to the CRC which will mark the beginning of the processes at CRC such as Scheduled Maintenance and Corrective Maintenance.

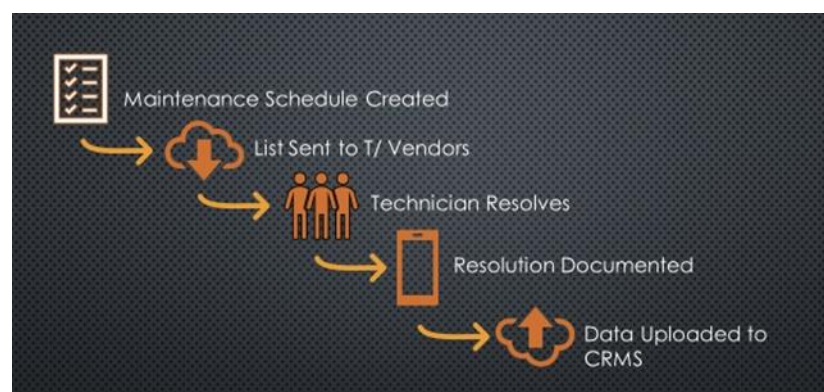


R&M Management:

The R&M regime involves two types of efforts. The first is the Scheduled Maintenance Activities, which is done as a preventive action. It is expected that these periodic maintenances will drastically reduce the incidents of breakdowns. This should be done at some periodicity and in each case, a list of activities must be done. The second is the Unscheduled Maintenance Activities which are of corrective nature. This means when any breakdown/ malfunction is detected, the appropriate corrective action needed can be initiated.

7.6.1.30. Scheduled (Preventive) Maintenance:

- A master maintenance schedule is to be drawn up for the organization covering each installation.
- This will be done by stratifying the districts into District Clusters based on logistical convenience.
- Each Cluster will be broken down into three geographical patches (comprising of Blocks/ GPs) called Maintenance Cluster to evenly distribute the ticket load across each month within that Maintenance Cluster.
- The CRMS, well before the schedule, will fire a flurry of emails and SMS to the Vendors notifying them about the list of installations they must cover in each of the Clusters within that Month. A ticket for each installation on the list will be automatically generated. It may be noted that though the list is sent in one list, separate emails will be sent for each ticket on which communication/ transactions have to be made by the Vendor
- It's the responsibility of the Vendors to track each case through their authorized technicians and report compliance throughout the month as soon as they cover the installations.
- The technicians/ SPOC of the vendor must share the documents/evidence required for the acceptance of resolution over e-mail in the same thread the ticket was raised. No resolution mail other than that thread will be accepted. The protocol of communication may get subsequently changed to improve operational efficiency.
- The CRC as soon as it receives the resolution mail, will cross verify the claim of resolution by the technicians and may close the ticket or return for rework.
- The CRMS at the end of the month will compute the performance of the ticket/ Vendor/ Scheme and release a scorecard.



7.6.1.31. Unscheduled (Corrective) Maintenance:

- a) Breakdown occurs at one of the installations.
- b) The customer calls the CRC to submit a service request.
- c) The agent at the CRC using the CRMS identifies the customer and registers a request called a ticket.
- d) Automatically a set of e-mails is fired to the Vendor, its Technician, Administering Dept. of the Scheme and OREDA.
- e) The CRMS tracks each ticket and follows up each case over e-mail and voice calls.
- f) After the lapse of certain days, the CRMS auto escalates it to the Nodal Officer/ Scheme Officer for action.
- g) The vendor/ Technician resolves the ticket at the field and intimates the CRC about it through the designated communication channel as per the protocol.
- h) CRC cross-verifies it with the community/ customer and closes the ticket.
- i) CRMS measures performance.



Repair and Maintenance Regime:

7.6.1.32. Scheduled Maintenance:

The schedule maintenance regime will focus on the vendor's **certainty and regularity** of visit to the installations under him as his performance parameter. He is expected to comply with a minimum of 90% visit against the Scheduled Tickets within that Service Month.

- a) Activities under each category of Tickets:

The vendor is warranted to visit the installations and undertake a list of activities linked to that category of ticket. The ticket category can be of Quarterly, Half Yearly and Annual. To know the installation of a Class-specific and ticket Category-specific list of activities, kindly refer to Appendix Clause **Error! Reference source not found.**

- b) Time Limit:

It's expected that the vendor must complete the activities over the list of installations designated for that maintenance month within that calendar month itself.

It may be noted that they can work on any day without any bias to the day being notified as a holiday or otherwise.

- c) Route/ Sequence:

- i. Each installation must be visited once every quarter, half-yearly and yearly for different categories of activities.

- ii. To maintain a uniform gap between the visits every time, the vendor is expected to stick to an optimal sequence in a route.
- iii. The number of routes that the vendor identifies depends on how big the list and how many technicians are to be deployed.
- iv. Care must be taken so that all installations not only are resolved within a month but also are closed.

d) Score:

On successful completion of one ticket as per the service standard, the vendor will earn certain points, and for each default, it will earn a negative score which is designed to be a deterrent.

The scores are:

Visits	Activity Types	Earnings	Penalties
Visit - 1	Q1	3	-9
Visit - 2	Q2	3	-9
	H1	1	-3
Visit - 3	Q3	3	-9
Visit - 4	Q4	3	-9
	H2	1	-3
	A1	1	-3

7.6.1.33. Corrective Maintenance:

a) Service Standards:

While the Schedule Maintenance regime focuses on the vendor's certainty and regularity of visit to the installation as his performance parameter, Corrective Maintenance Regime focuses on the Timeliness of the vendor to respond to a breakdown situation.

The vendor upon being notified of a breakdown situation shall have to complete his assessment within 2 days and complete the repair work within the next 5 days. All (100%) tickets must be resolved within the time limit given above. If the scope of repair/ replacement is found to be beyond the scope of Maintenance Contract (MC), then the vendor immediately after the field reconnaissance must report the same to the CRC.

- i. It is expected that at any point in time, none of the vendors will have cases older than 7 days pending in their list.
- ii. And no vendor's installations under a scheme should show 'non-working' status of more than 2% of the installations.

b) Methodology:

Corrective maintenance requires a different approach as against the scheduled maintenance methodology. While the scheduled maintenance is predictable, corrective maintenance requires a case-specific approach. The following are recommendations for the most efficient methodology. But the vendors are free to adopt their own if they are complying with the time limit.

c) Reconnaissance: Within 2 days of the ticket date.

- i. When a request of service is registered, the vendor as the first response must organize the collection of field level information about the nature of the problem.
- ii. Based on that feedback from the field, the vendor must decide the following;

- The genuineness of the request,

- If the requirement of repair is beyond the scope of his MC,
- If it is within his scope, then, he must arrange labor, spares, materials needed for the repair, and mobilize them to attend the breakdown at the spot.

This will help the vendor to resolve the request in one visit. This is more necessary as at times the villagers without ascertaining the owner of the installation, register a request in the CRC, and, as there is the possibility of multiple installations in one village and the data matches, the ticket is raised against a working installation.

d) Repair: Within 7 days of the ticket date.

- i. The authorized technicians of the vendor must move to the location with the resources to undertake the repair.
- ii. Upon completion of the repair, the installations must be tested in the presence of the customer/ custodian.
- iii. Requisite evidence and documentation must be completed by the technicians and immediate intimation needs to be sent to the CRC.

e) How to handle repair beyond the scope of MC

- i. At the reconnaissance stage, when the vendor realizes that the requirement is beyond the scope of MC, he must request closure giving appropriate reasons.
- ii. He must use the same communication channel as he would have used for resolution,
- iii. The CRC then would take it off the Vendor list and transfer it to the OREDA list.
- iv. OREDA will take this matter up with their principals for resolution.

f) Score:

- i. Each vendor at the start will be given a Credit account of 8760 hrs. (365 Days x 24 hrs.) for each of the installation he is responsible for maintenance. That will be known as the 'Total Achievable Uptime'.
- ii. When a request for service gets registered at the CRC the clock starts the next day. The day the Vendor responds to a ticket informing successful resolution, the Clock stops on that day.
- iii. At the end of a period, the time taken for each ticket for a resolution, which is converted into hours gets deducted from the 'Total Attainable Uptime' of that Ticket.
- iv. And if the resolution time exceeds the set time of '7 Days', the system will treat those additional days with twice the score.
- v. The system is so designed that the lesser the time is taken to resolve, the higher will be his Net Score. The more he takes time to resolve; higher will be his penalty score which may erode his other good works.

Implementation:

7.6.1.34. Training and Orientation:

OREDA will conduct orientation and training sessions for the Vendors and their technicians

7.6.1.35. Helpdesk:

OREDA CRC will provide support to the field personnel of the vendors to acquaint themselves with various communication and process protocols.

7.6.1.36. Performance Evaluation:

The following paragraphs explain the way OREDA will evaluate both the performances and how it will turn it into a composite score of performance. The Scheduled Maintenance activities have been given primacy over the Corrective Maintenance activities. While the Scheduled Maintenance is given 80% weightage in the composite score, Corrective Maintenance is given 20%.

7.6.1.37. Computation of performance

Examples from the shared Excel sheets may be incorporated.

7.6.1.38. Streamlined and timebound service

- i) Each district should have one individual ID and pass for monitoring all the installed asset for the respective district.
- ii) The Assistant Directors should check the generated ticket and SM ticket for each and every asset of their jurisdiction every month and intimate the corresponding vendor if the ticket is not closed within 7-days.
- iii) If a ticket is generated for an asset as well SM, then they should be communicated to the vendor, customer as well as the corresponding A.D., In-charge of the District through SMS as well as App. Issued by CRC.
- iv) Every month the Assistant Directors will submit the report of the generated ticket and resolved ticket vendor wise within 10th to the Chief Executive Officer, OREDA for necessary review of the vendor in presence of CRC.
- v) For continuous delay in resolving generated ticket for the consecutive 2- months, the same will be marked as negative remark and further course of action will be taken against the default vendor.
- vi) Similarly, Scheduled Maintenance notification as scheduled to be sent to vendor, concern Assistant Directors.
- vii) After resolution/ closure of tickets, notification message regarding closure of the ticket should be sent and communicated to vendor, beneficiary and the Assistant Director.
- viii) At least one before and after, photographs to be uploaded in the CRC portal for resolving a generated ticket.

7.6.1.39. Rewards and Recognitions

OREDA will do everything under its might to support the good performance of the vendors as achieving very high uptime of its installation and good customer relationship is its prime organizational focus. It also will weed out non-performing vendors by penalizing them for their bad performance and blacklisting them for good.

OREDA will.

- a) Give preference to the high performing vendors in the upcoming tenders.
- b) Institute Awards and Recognition during important days of OREDA
- c) Recover Liquidated Damages in the shape of penalties.
- d) Blacklist vendors whose past performances are not at all good.

7.7. Work Allocation Methodology

OREDA plans to empanel vendors for off-grid solar PV projects. To ensure fair distribution and comply with the Government of Odisha (GoO) mandate for MSMEs, two categories of vendors are defined:

1. **Category B:** Local MSME bidders from Odisha who do not meet technical and financial criteria.
2. **Category A:** All other eligible bidders.

As per the MSME Procurement Policy 2015, 20% of the total project allocation in a financial year must be awarded to Category B bidders.

Minimum Capacity/ Quantity Requirements

Solar Project/Application	Minimum Capacity/Quantity
Solar Street Lights	20 units
Solar Mini/ High Mast	2 units

- If a project is **equal to or below** the minimum capacity in Table 1, it will be awarded to a single Category B vendor.
- If a project is **above** the minimum capacity, allocation will be divided between Category A and Category B vendors, ensuring that 20% of the total annual allocation goes to Category B.

I. Category A

Allocation Process for Off-Grid Solar PV Projects

1. **Price Matching:** Only vendors quoting within 1.25 times the L1 (lowest bid) price will be asked to match the L1 price for empanelment.
2. **Ranking System:** Vendors matching the L1 price will be ranked based on:
 - **Stage 1:** Initially ranked by their quoted price (L1, L2, L3, etc.).
 - **Stage 2:** After receiving some allocation, ranking is based on performance, including timely completion and maintenance quality.

Capacity Allocation for Solar Street Lights

Work Range (Units)	No. of Vendors	If R1 has no prior allocation	If R1 has prior allocation
<=100	1	100%	0%
>100 & <=200	2	60% - R1, 40% - Others	50% - R1, 50% - Others
>200	3	40% - R1, 30% each - Others	40% - R1, 30% each - Others
	4	40% - R1, 20% each - Others	25% - R1, 25% each - Others

Capacity Allocation for Mini/High Mast Lights

Work Range (Units)	No. of Vendors	If L1 has no prior allocation	If L1 has prior allocation
>5 & <=10	1	100%	0%
>10 & <=20	2	60% - L1, 40% - Others	50% - L1, 50% - Others
>20	3	40% - L1, 30% each - Others	40% - L1, 30% each - Others
	4	40% - L1, 20% each - Others	25% - L1, 25% each - Others

- Vendors with a **Performance Score (PS) below 0.8** will not receive allocations.
- A maximum of **4 vendors** can be allocated work at one time.

II. Category B

Allocation Process for Off-Grid Solar PV Projects

1. **Initial Selection:** Vendors will be chosen through a lottery system.
2. **Allocation Method:**
 - A maximum of **10 vendors** will be selected at a time.
 - OREDA will distribute the total capacity among selected vendors at its discretion.

Capacity Allocation for Solar Street Lights

Work Range (Units)	No. of Vendors
<=20	1
>20 & <=40	2
>40	3

Capacity Allocation for Solar Mini/High Mast Lights

Work Range (Units)	No. of Vendors	If L1 has no prior allocation	If L1 has prior allocation
<=2	1	100%	0%
>2 & <=5	2	60% - L1, 40% - Others	50% - L1, 50% - Others
>5 & <=10	3	40% - L1, 30% each - Others	40% - L1, 30% each - Others

- The lottery process will continue until all Category B vendors have received work.
- After initial allocation, **future allocations will be based on vendor performance.**

7.8. Vendor Performance Monitoring

Odisha Renewable Energy Development Agency hires/empanel vendors for various project implementation in Odisha. The cost of the project usually includes comprehensive maintenance till 5 years. OREDA has a robust CRC (Customer Relationship Centre) for monitoring of scheduled and corrective maintenances.

Parameters for measurement of vendor performance

The performance of a particular vendor will be estimated considering the timely delivery of the project assigned, & CMC at discretion of OREDA.

The performance of a vendor will be monitored through 4 parameters

- a) Percentage of scheduled maintenance (SM) tickets closed for the particular month
- b) Percentage of corrective maintenance (CM) tickets closed for the particular month
- c) Percentage of assets functional
- d) Timely completion of projects

Methodology

For measurement of each parameter methodologies have been defined to streamline the process and to provide clarity to both the vendors as well as the OREDA (administrator) regarding performance measurement of vendors.

- a) Percentage of scheduled maintenance (SM) tickets closed for the particular month

Closing of SM tickets will ensure the regular cleaning and monitoring of the assets developed. It can be measured by use of below formula

$$\% \text{ of SM tickets closed} = \frac{\text{No. of SM tickets generated for a particular vendor}}{\text{number of SM tickets closed in the particular month}}$$

- b) Percentage of corrective maintenance (CM) tickets closed for the particular month

Closing of CM tickets will ensure that the systems have been repaired and the power generation has been restored. It can be measured by use of below formula

$$\% \text{ of CM tickets closed} = \frac{\text{No. of CM tickets generated for a particular vendor}}{\text{number of CM tickets closed in the particular month}}$$

- c) Percentage of assets functional

This parameter defines the number of assets functional out of cumulative assets developed by that particular bidder. This parameter provides the evidence of quality of work conducted by the bidder as well as vendors responsiveness towards asset maintenance. It can be measured by using below formula

$$\% \text{ asset functional} = \frac{\text{Total number of assets under the vendor name}}{\text{Number of CM tickets older than 30 days for the particular month}}$$

- d) Timely completion of projects

As per the general OREDA tender clauses, OREDA can charge 0.5% LD for per week delay up to maximum 6 weeks and 3% of LD. The scoring will be calculated considering the scheduled commissioning date, actual commissioning date, total time taken after the SCOD. To evaluate this below formula can be used.

Conditional Formula: For the project completed within SCOD full score of 1 will be given, where as for each week delay 0.1 markings will be deducted untill 6 weeks. for delay in project comission post 6 weeks scoring of zero will be given for perfomace measurement

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