



Limited Tender for Repair & Revival of 3 nos of defunct Rooftop Solar Power System of Cumulative capacity of 60 KW installed in NCDS Premises in Odisha along with Comprehensive Maintenance for five (5) Years

NIT no: 6650/ OREDA Ltd., Dated: 23.12.2025

Contact details:

OREDA LTD.

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

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Notice Inviting Tender (NIT)

NIT no: 6650/ OREDA Ltd., Dated: 23.12.2025

Type of bidding: Limited Domestic Competitive Bidding (LDCB)

Mode of bidding: Limited bidding, Single stage two envelope,

OREDA LTD. invites Limited Repair & Revival of 3 nos of defunct Rooftop Solar Power System of Cumulative capacity of 60 KW installed in NCDS Premises in Odisha along with Comprehensive Maintenance for five (5) Years.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1	Date of publication of RFE on E-procurement website and mail communication to eligible bidders	22.12.2025
2	Due date and time for submission of online copies of Technical & Price bid	31.12.2025, Time: 5:00 PM
3	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only	01.01.2026, Time: 5:00 PM
4	Tentative date and time for the opening of Technical Bid & price bid.	02.01.2026, Time: 3:00 PM

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

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

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

-Sd-

Chief Executive officer

Disclaimer

To whomsoever it may concern, kindly note the following:

1. This NIT is meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
2. Though adequate care has been taken for the preparation of this NIT, the Bidder shall satisfy itself that the NIT is complete in all respect. Intimation of any discrepancy shall be given to OREDA LTD. immediately. If no intimation is received from any Bidder in their pre-bid queries, it shall be considered that the NIT is complete in all respects and has been accepted by the Bidder.
3. OREDA LTD. reserves all the right to modify, amend, or supplement this NIT by issuing Addendum from time to time in the interest of the Project.
4. OREDA LTD. reserves all the right to extend the timelines mentioned in the Schedule of Events of NIT by issuing Corrigendum from time to time in the interest of the Project.
5. While the NIT has been prepared in good faith, neither OREDA LTD. nor OREDA LTD.'s employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions or absence herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, and completeness of this NIT, even if any loss or damage is caused by any act or omission on OREDA LTD.'s part.

Exhibit

Definitions

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

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

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

SLS	:	shall mean the Street Lighting System
Successful Bidder	:	shall mean the Successful Bidder who is awarded the Work Order
Tax	:	shall mean all taxes and duties pursuant to any Applicable Laws (whether currently in force or coming into force on or after the last date for submission of online Bid), including, all goods and services tax, tax on the sale of goods (which includes but is not limited to customs duty, anti-dumping duty, basic customs duty, safeguard duty and import duties), duties, but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty or any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees and further includes any interest, surcharge, penalty or fine in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above;
TDS	:	shall mean Tax Deduction at Source
Technical Specification	:	shall have the meaning ascribed to it in Appendix Form 1 under Annexure Clause 7.5.1 and Appendix Form 1 under Annexure Clause 7.6.1
Total Cost of Project	:	Shall mean the price mentioned in the work order for the repair and revival of defunct rooftop cumulative 60KW solar system along with comprehensive maintenance for five (5) years for each individual work packages as mentioned in BDS clause 2.1.
UTR	:	shall mean Unique Transaction Reference number
Work Order	:	shall have the meaning ascribed to it in ITB Clause 1.6
Year	:	shall mean the calendar year

Interpretation

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

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

Table of Contents

Notice Inviting Tender (NIT)	3
Disclaimer	4
Exhibit	5
Definitions	5
Interpretation	7
1. Instruction to Bidders (ITB)	9
1.1. General	9
1.2. Contents of the NIT	10
1.3. Preparation of Bids	11
1.4. Submission and Opening of Bids	14
1.5. Evaluation and Comparison of Bids	15
1.6. Work Order	17
2. Bid Data Sheet (BDS)	18
2.1. Specific provisions of ITB	19
3. Scope of Work (SOW)	22
3.1. About the Project	22
3.2. Roles and Responsibilities	23
3.2. Technical details of Project	26
3.4. Project Timelines	26
4. Qualification Requirement (QR)	27
4.1. General/ Technical / Financial Qualification Requirement	27
5. General Conditions of Contract (GCC)	28
6. Special Conditions of Work Order (SCC)	41
6.1. Specific provisions of GCC	41
7. Annexure	44
7.1. Bid Forms – Technical Bid	44
7.2. Bid Forms – Price Bid	51
7.3. Letter of Intent Forms	54
7.4. Pre-bid Form	59
7.5. Appendix to SOW – Solar On-Grid RSPS:	60
7.5.6. Appendix Form 6 (Acceptance Certificate)	79
7.7. No claim/ lien certificate	84

1. Instruction to Bidders (ITB)

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

1.1. General

1.1.1. Scope of NIT

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

1.1.2. Integrity Violation

- 1.1.2.1. The Bidder observes the highest standard of ethics all the time.
- 1.1.2.2. OREDA LTD. 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 LTD.'s investigation;
 - ii. making false statements to investigators in order to materially impede OREDA LTD.'s investigation;
 - iii. failing to comply with requests to provide information, documents or records in connection with OREDA LTD.'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 LTD.'s contractual rights of audit or access to information;
 - f) "Integrity Violation" is an act which violates OREDA LTD.'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 whistle-blowers or witnesses, and other violations of OREDA LTD.'s policies, including failure to adhere to the highest ethical standard.
- 1.1.2.3. OREDA LTD. will reject a Bid if it determines that the Bidder has, directly or indirectly through an agent, engaged in Integrity Violation including but limited to any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice and Obstructive Practice;

- 1.1.2.4. OREDA LTD. 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 LTD.-managed, -administered, or -supported activities or to benefit from an OREDA LTD.-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 LTD. will have the right to inspect the accounts, records, other documents, etc. of the Bidders and relating to the Bid submission and to have them audited at any point in time.

1.2. Contents of the NIT

1.2.1. Sections of the NIT

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

a) Exhibits

- i. Definitions
- ii. Interpretations

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

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

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

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

- 1.2.2.1. A prospective Bidder requiring any clarification on the NIT shall contact at OREDA LTD.'s Office Address or write to OREDA LTD.'s Official Email Id, prior to the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The queries shall be raised as per the format provided in Annexure Clause 7.4.
- 1.2.2.2. The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's designated representative may attend the pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. OREDA LTD. will respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.
- 1.2.2.3. The Clarification against the queries raised, without identifying the source of the prospective Bidder, shall be uploaded on the E-procurement Website and OREDA LTD. Website. Any modification to the NIT shall be made by OREDA LTD. exclusively through the issue of an Addendum.
- 1.2.2.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 1.2.2.5. The Bidder is advised to visit and examine the Project site and its surroundings to obtain all information that may be necessary for the preparation of the Bids. The cost of visiting the Project site shall be at the Bidder's own expense.
- 1.2.2.6. The Bidder and any of its personnel and/ or agents will be granted permission by OREDA LTD. 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 LTD. and its personnel, agents, etc. from

and against any liability in respect thereof, and the Bidder shall be responsible for any death or personal injury, loss of or damage to property, and any other loss, damage, costs, expenses, etc. incurred as a result of the inspection during the Project site visit.

1.2.3. Addendum, Corrigendum, and Clarification to the NIT

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

1.3. Preparation of Bids

1.3.1. Cost for preparation of Bid

- 1.3.1.1. The Bidder shall bear all the costs associated with the preparation and submission of the Bid, and OREDA LTD. 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 LTD., 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 LTD., at its discretion, can reject the Bid submitted by the Bidder on the ground of misrepresentation of the information.

1.3.3. Documents comprising the Bid

- 1.3.3.1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITC Clause 1.3.3.4 respectively, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copies of the Technical Bid shall be submitted pursuant to ITB Clause 1.3.3.3 at OREDA LTD.'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>Copy of the “Demand Draft” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Cost of Bid” issued in favour of Chief Executive officer, OREDA LTD. payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption. In case of an exemption as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).</p>
Bid Form 3 (Site Survey Report)	<p>Individual Site Survey Summary Report of the Defunct Cumulative 60KW (40KW On-Grid + 2x10KW Off-Grid) at NCDS, Bhubaneswar, in Odisha.</p> <p>This is a mandatory submission and shall be as per the requirements given in Bid form 17 of Section 7 (Annexure)</p>
Bid Form 4 (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 5 (Summary of the Bidder)	<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. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 19 of Section 7 (Annexure).</p>
Bid Form 6 (Covering letter of Price Bid)	<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>

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

Bid Form	Particulars
Bid Form 2 (Cost of Bid)	<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 LTD. payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption 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>

1.3.3.4. The Price Bid shall comprise the following:

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

- 1.3.3.5. For online submission of the Technical Bid and Price Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column "Bid Form" given in ITB Clause 1.3.3.2 and ITC Clause 1.3.3.4. **For example, the name of the online copy while uploading Form 1 shall be "Bid Form 1 (Bid Processing Fee)"** to be submitted either in .pdf or .jpg or .jpeg format.
- 1.3.3.6. The Bid Forms must be submitted without any alterations to the text, and no substitutes shall be accepted in whatsoever condition, else the Bids shall be liable for rejection.
- 1.3.3.7. In case a submission is a mandatory submission as per all terms of the Bidding Document then the Bidder shall adhere to the same, else the Bids shall be liable for rejection.

1.3.4. Bid Prices

- 1.3.4.1. The Bidder shall fill in the Price Bid in line with the instructions mentioned in the Price Bid format as given under Bid Form 19.
- 1.3.4.2. The Bid prices in the Price Bid shall be made at FOR destination at Project Site basis, which means that the Bidder shall be responsible for bringing all Equipment to be used in this Project and maintain it in their safe custody until the Acceptance of the Project is completed with the issuance of Acceptance Certificate and beyond that during the CMC Period as per the terms and conditions of the NIT.

1.3.5. Currencies of Bid and Payment

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

1.3.6. Period of Validity of Bids

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

1.3.7. Bid Security

- 1.3.7.1. The Bidder shall furnish Bid Security as per the Bid Form 3 pursuant to ITB Clause 1.3.3.2.
- 1.3.7.2. Unless otherwise specified in Section 2 (BDS), any Bid not accompanied by a fully compliant Bid Security in case one is required in accordance with ITB Clause 1.3.7.1, shall be liable for rejection by OREDA LTD. as non-responsive Bid.
- 1.3.7.3. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of unsuccessful Bidders shall be returned within a maximum time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.
- 1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Successful Bidder shall be returned within a maximum time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.
- 1.3.7.5. The Bid Security received against the previous NITs shall not be adjusted towards the Bid Security to be submitted against this NIT.
- 1.3.7.6. The Bid Security shall be forfeited,
- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
 - b) if the Successful Bidder fails to
 - i. Accept the Work Order pursuant to ITB Clause 1.6;

- ii. Furnish the Performance Security pursuant to ITB Clause 1.6.3; or
- iii. Accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6;

1.3.8. Format and Signing of Bid

- 1.3.8.1. The Bid Form as given in ITB Clause 1.3.3 or any electronic form, if any and as available on the E-procurement Website, or any external form in Microsoft .xls or .xlsx format for the Technical Bid and the Price Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB Clause 1.4.1.1, unless a specific instruction provided therein in the NIT Document.
- 1.3.8.2. The original documents of the Bid shall be typed or written in indelible ink and shall be signed by the Authorized Signatory supported by the seal of the Bidder. In case the original documents are issued by any third party (for example - the chartered accountant, etc.) then the same shall be signed by a person duly authorized to sign on behalf of the third party supported by the seal of the third party along with other details as required.
- 1.3.8.3. The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.
- 1.3.8.4. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initiated by the person signing the Bid.

1.4. Submission and Opening of Bids

1.4.1. Sealing and Marking of Bids

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

1.4.2. Deadline for submission of Bids

- 1.4.2.1. The Bids must be submitted to OREDA LTD. 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 LTD. 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 LTD. 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 LTD. 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 LTD. after the deadline for submission of Bids shall be declared as a late Bid. Such late Bids shall be liable for rejection online, and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hard copies in the original form shall be returned unopened to the Bidder.

1.4.4. Withdrawal, Substitution, and Modification of Bids

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

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

1.4.5. Acceptance/ rejection of the Bids

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

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

1.4.6. Bid Opening

1.4.6.1. Technical Bid (Online and hard copies)

a) **Online Technical Bid:**

- i. OREDA LTD. shall open the online Technical Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.

b) **Hardcopies of Technical Bid:**

- i. OREDA LTD. shall open the hard copies of the Technical Bids at OREDA LTD.'s Office Address as per the timelines mentioned in the NIT or any Corrigendum. Such Technical Bid shall be opened in the presence of Bidders' designated representative who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.
- ii. The Bidders' representatives who are present during the opening of hard copies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

- c) OREDA LTD. 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 LTD. 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 LTD. pursuant to ITB Clause 1.5.
- b) The Price Bids shall be opened online after the complete evaluation of the Technical Bids by OREDA LTD. OREDA LTD. 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 LTD. to do such disclosure as per the specific requirements.

1.5.1.2. Any attempt by a Bidder to influence OREDA LTD.'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 LTD. 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 LTD. may, at its discretion, ask any Bidder for a clarification of its Bid. OREDA LTD.'s request for clarification and the response shall be in writing only. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted. OREDA LTD. 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 LTD.'s request for clarification, such Bid shall be liable for rejection.

1.5.3. Examination of Technical Bids

1.5.3.1. OREDA LTD. shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission and ITB Clause 1.3.3.3 for hard copy submission have been provided in order to assess the completeness of the Technical Bid.

1.5.3.2. OREDA LTD. 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 LTD.'s determination of a Technical Bid's responsiveness shall be strictly based on the contents of the Technical Bid, as mentioned in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.

1.5.4.2. If a Bid is not responsive to the requirements of the NIT, it shall be liable for rejection by OREDA LTD. 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 LTD. shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying requirements specified in Section 4 (QR).

1.5.5.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 1.3.3.

1.5.5.3. An affirmative determination shall be a pre-requisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in the disqualification of the Bid.

1.5.6 Price Bid (online) opening as part of E-bidding:

1.5.6.1. The Price Bids shall be opened online after the complete evaluation of the Technical Bids by OREDA LTD. OREDA LTD. shall open the online Price Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.

1.5.6.2. OREDA LTD. 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 LTD. pursuant to the above Clauses mentioned under ITB Clause 1.5.

1.5.6.3. The Bid evaluation will be carried out based on the total cost of the project (Repair & Revival of the defunct RSPS) quoted (excluding tax) by the Bidders in their respective Price Bids for each individual packages. All the eligible Price Bids will be arranged in the descending order of their quoted total cost of the project (Repair & Revival of the defunct RSPS) quoted (excluding tax), starting from the Bidder quoting the lowest total cost of the project to the Bidder quoting the highest cost of the project.

1.5.6.4. The Successful Bidder will be selected through the below process:

- a) The bidder quoting the lowest total cost of the project (excluding tax) will be awarded as L1 bidder.
- b) In case of more than one bidder are quoting the same total cost of the project (excluding tax); the selection of the L1 bidder will be done by draw of lotteries before the committee as proposed by OREDA LTD.

1.5.7. Correction of Arithmetical Errors

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

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

1.5.7.2. If the Bidder that submitted the lowest evaluated (L1) Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

1.5.8. Evaluation and comparison of Bids

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

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

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

1.6. Work Order

1.6.1. Award Criteria

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

1.6.2. Issue of Letter of Intent

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

Sl. No	Critical documents to be submitted
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 LTD.
2.	Submission of Performance Security as per ITB Clause 1.6.3
3.	Submission of a Detailed Work plan in line with the Project Timelines mentioned in the SOW Clause 5.4.2.2 for the implementation of the project for Repair and Revival of RSPS.
4.	Submission of a site survey report along with the bill of materials for the purpose of implementation of the Project for Repair and Revival of defunct RSPS.
6.	Contact information of various OEMs for the solar photovoltaic module, inverter and balance of systems of the Project for the implementation of Repair and Revival of defunct RSPS.
8.	Design document of the module mounting structure of the Project for the implementation of Repair and Revival of defunct RSPS.

1.6.3. Performance Security

- 1.6.3.1. Within forty-five (45) Days of the receipt of Letter of Intent from OREDA LTD. 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 LTD. 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 LTD. 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 LTD. 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 LTD. 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 LTD. shall issue the Work Order to the Successful Bidder within a maximum time period of fifteen (15) Days.

2. Bid Data Sheet (BDS)

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

2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause		
2.1.1.	ITB Clause 1.1.1.3	Name of the Project: Repair & Revival of 3 nos of defunct Rooftop Solar Power System of Cumulative capacity of 60 KW installed in NCDS Premises in Odisha along with Comprehensive Maintenance for five (5) Years. NIT no: 6650/ OREDA Ltd., Dated: 23.12.2025		
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online meeting.		
		Total Cumulative Capacity of the project for Repair and Revival along with five (5) Year CMC (kW)	Cost of Bid (INR)	Bid Processing Fee (INR)
		60	10,000 + GST	500 + GST
		Note: The details are mentioned in SOW clause no 3.1 for respective work packages. The Bid Processing Fee shall be made in favour of “KSEDC Limited” payable at “Bengaluru”. In case of the Bid Security submitted is in the form of a Bank Guarantee, the expiry date, and claim date are as follows: Expiry date: Twelve (12) Months from the original last date of submission of online Technical Bid Claim date: Twelve (12) Months from the date of expiry		
2.1.4.	ITB Clause 1.3.6.1	Bid validity period: Three Hundred Sixty-Five (365) Days from the last date of Bid submission.		
2.1.5.	ITB Clause 1.4.1.1	Procedure for submission of Bid: <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.For bidding the empanelled firm needs to request for participate with their Tender wizard user id.After viewing the NIT on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by step instructions are given below:<ul style="list-style-type: none">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 ExplorerGo to Start > Programs > Internet Explorer. Type the E-procurement		

		<p>Website addresses “www.tenderwizard.com/OREDA LTD.” in the address bar of Internet Explorer to access the Login Screen.</p> <ul style="list-style-type: none"> o Enter user id and password, click on “Go”. o Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password. o Click “Un Applied” to view/ apply for a new NIT. o Click on the “Request” icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. <ul style="list-style-type: none"> o Click on the “Show Form” icon. o Bidding Document will appear on the screen. o Click “Click here to download” to download the Bidding Document. <ul style="list-style-type: none"> • The Bidder shall submit the Bid as per the terms of the Bidding Document. • All the soft copies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or.jpg or .jpeg format. • Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not. • The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids. • The hard copies as required to be submitted shall be submitted OREDA LTD.’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.
BDS Clause reference	ITB Clause reference	Detailed Clause
2.1.6	ITB Clause 1.6.1.2	<p>Allocation of Projects:</p> <ul style="list-style-type: none"> • 100% of the overall project works will be allocated to L1 bidder for the entire 60 KW work of NCDS, Bhubaneswar <p>Note: OREDA LTD. reserves all the right to allocate the actual capacities of the project to the Successful Bidders at the time of issuance of Letter of Intent and finalization of Work Order.</p>

2.1.7	ITB Clause 1.6.3.3	Performance Security: For successful bidders the Performance Security shall be submitted for an aggregate amount equivalent to ten percent (10%) of work order value in five (5) parts, as given below:																								
		<table><tr><th>BG no.</th><th>Amount</th><th>Expiry date</th><th>Claim date</th></tr><tr><td>BG 1</td><td>Two percent (2%) of the Work order Value</td><td>Eighteen (18) Months from the date of issuing Letter of Intent</td><td>Three (03) months from the date of expiry</td></tr><tr><td>BG 1</td><td>Two percent (2%) of the Work order Value</td><td>Thirty (30) Months from the date of issuing Letter of Intent</td><td>Three (03) months from the date of expiry</td></tr><tr><td>BG 1</td><td>Two percent (2%) of the Work order Value</td><td>Forty-two (42) Months from the date of issuing Letter of Intent</td><td>Three (03) months from the date of expiry</td></tr><tr><td>BG 1</td><td>Two percent (2%) of the Work order Value</td><td>Fifty-four (54) Months from the date of issuing Letter of Intent</td><td>Three (03) months from the date of expiry</td></tr><tr><td>BG 1</td><td>Two percent (2%) of the Work order Value</td><td>Sixty-six (66) Months from the date of issuing Letter of Intent</td><td>Three (03) months from the date of expiry</td></tr></table>	BG no.	Amount	Expiry date	Claim date	BG 1	Two percent (2%) of the Work order Value	Eighteen (18) Months from the date of issuing Letter of Intent	Three (03) months from the date of expiry	BG 1	Two percent (2%) of the Work order Value	Thirty (30) Months from the date of issuing Letter of Intent	Three (03) months from the date of expiry	BG 1	Two percent (2%) of the Work order Value	Forty-two (42) Months from the date of issuing Letter of Intent	Three (03) months from the date of expiry	BG 1	Two percent (2%) of the Work order Value	Fifty-four (54) Months from the date of issuing Letter of Intent	Three (03) months from the date of expiry	BG 1	Two percent (2%) of the Work order Value	Sixty-six (66) Months from the date of issuing Letter of Intent	Three (03) months from the date of expiry
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BG 1	Two percent (2%) of the Work order Value	Sixty-six (66) Months from the date of issuing Letter of Intent	Three (03) months from the date of expiry																							
*Bank Guarantee submitted towards Performance Security should be claimed within a maximum period of Three (03) months Days from the expiry date of the submitted BG.																										

3. Scope of Work (SOW)

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

3.1. About the Project

3.1.1. Introduction

3.1.1.1. The Scope of Work (SoW) under this tender is for selection of EPC contractor(s) for revival, refurbishment, conversion (wherever applicable), and restoration of the defunct cumulative 60 kW Rooftop Solar Power Systems (RSPS) installed at NCDS, Bhubaneswar premises, Odisha, after expiry of the Comprehensive Maintenance Contract (CMC) period, along with Comprehensive Maintenance for a further period of five (5) years.

The selected EPC contractor(s) shall be responsible for carrying out detailed site assessment, replacement of all defective/defunct components, system reconfiguration/conversion, commissioning through net-metering, and ensuring reliable operation of the systems, as per MNRE / OREDA / DISCOM norms.

3.1.1.2. The summary of the Project is tabulated below:

SI No.	District	Location	Types of Solar Plant	Capacity of Power Plant (In KW)	Scope of the work
1	Khordha	Administrative building of NCDS, Bhubaneswar	On Grid Roof top Solar Power System (RSPS)	40	Replacement of all defunct/failed components, testing, commissioning, synchronization with grid and charging of RSPS through net-metering
2	Khordha	Library building of NCDS, Bhubaneswar	Off Grid Roof top Solar Power System (RSPS)	10	Replacement of all defunct/failed components, testing, commissioning, synchronization with grid and charging of RSPS through net-metering
3	Khordha	Hostel building of NCDS, Bhubaneswar	Off Grid Roof top Solar Power System (RSPS)	10	Replacement of all defunct/failed components, testing, commissioning, synchronization with grid and charging of RSPS through net-metering

3.1.2. Detailed Scope of Work

The scope shall include, but not be limited to, the following:

- Comprehensive site survey and technical assessment of the existing solar plants, including modules, inverters, MMS, DC/AC cabling, protection systems, earthing, and associated BOS.
- Identification, supply, installation, replacement, and commissioning of all defective, damaged, obsolete, or non-functional components to restore the systems to full rated capacity and operational performance.
- Conversion of Off-Grid RSPS (10 kW + 10 kW) to On-Grid RSPS, including removal/abandonment of obsolete battery-based configurations, provision of suitable on-grid inverters, protection systems, synchronization equipment, and DISCOM-compliant interfaces.
- Net-metering related activities, including coordination with the concerned DISCOM, provision of required drawings, documents, testing, synchronization, and commissioning approvals.

- e) System testing, trial run, and final commissioning, ensuring safe, stable, and continuous operation as per applicable standards.
- f) Comprehensive Maintenance Contract (CMC) for five (5) years after successful commissioning, including preventive maintenance, breakdown maintenance, replacement of faulty components (excluding force-majeure events), performance monitoring, and compliance with defined performance benchmarks.
- g) Submission of as-built drawings, O&M manuals, warranty certificates, commissioning reports, and periodic performance reports during the CMC period.

3.1.3. Bill of Materials (BOM) and Site Verification

Note:

A tentative Bill of Materials (BOM) is provided at Clause/Section **7.5.2** for indicative purposes only.

However, prior to submission of the Price Bid, bidders must conduct a mandatory field survey of all locations to:

- Assess the actual condition of the installed systems,
- Re-evaluate and finalize the requirement of materials and components, and
- Quote their Price Bid based on the reassessed and actual site requirements.

No additional claim on account of variation in quantities or scope shall be entertained after award of work.

3.2. Roles and Responsibilities

3.2.1. Roles and Responsibilities of the Successful Bidder:

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

- a) The successful bidder should conduct the site survey and map the dysfunctional components of the Solar Rooftop Solar Power System.
- b) After dismantle of the existing defunct solar system bidder must hand over all the assets to OREDA LTD. (As per Bill of Material of the defunct system)
- c) The Successful Bidder shall submit the final design and Bill of Materials to OREDA LTD. and obtain the approval from OREDA LTD. prior to the commencement of supply and installation works.
- d) The Successful Bidder shall design for an adequate protection system as per the requirement of the site by taking lightning, wind speed, rainy season, other climatic conditions, sudden surges in voltage and current, etc.
- e) The indicative drawing and design of a module mounting structure that can withstand a wind speed up to 200 km per hour has been provided at SOW Clause 7.5. Depending on the actual rooftop SPV site conditions, the Successful Bidder may propose for a change in the design of module mounting structures with due certification from a chartered engineer with regards to quality, durability and wind resistance capability for the abovementioned speed and install the same only after getting due approval from the Authorized Representative of OREDA LTD.
- f) The bidders during installation of the systems will be required to install signboards indicating details of the project as per direction of OREDA LTD.
- g) Post-revival, the bidder shall maintain the solar power system for a period of five (5) years from the date of installation. The scope includes quarterly preventive maintenance, breakdown response within 48 hours, record keeping, submission of maintenance reports, and replacement of components at no additional cost to OREDA LTD.
- h) The Bidder is responsible for installing the net meter by coordinating with the local DISCOM/TPCODL.
- i) The Bidder must ensure all preconditions are met (application, wiring, test reports, safety checks) so that DISCOM can install the meter.

- j) Handing over of the JCC/Completion certificate to OREDA LTD. through the concerned DISCOM in good working condition.

3.2.1.2. Supply of Equipment

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

3.2.1.3. Installation/Repair & Revival

- a) The Successful Bidder shall be responsible for carrying out the installation of all Equipment as per the design, SLDs, etc. approved by OREDA LTD. pursuant to SOW Clause 3.2.3.1.
- b) The Successful Bidder shall ensure that there shall not be any invasion/ damage whatsoever to the beneficiary property.
- c) The Successful Bidder shall ensure to have a clean and tidy installation of the solar system.
- d) The Successful Bidder shall ensure to consider the safety aspects into consideration and shall not leave any loose cables to lie on the ground.
- e) The Successful Bidder shall ensure proper display boards mentioning, Project capacity, date of Commissioning, contact details of Successful Bidder should be placed at control room.
- f) The Successful Bidder shall ensure danger boards, safety boards, Do's and Don'ts board etc. should be placed at suitable locations as per the Applicable Law and Prudent Utility Practices.
- g) The Successful Bidder shall ensure that the inverters and control panels are wall mounted / Floor Mounted.
- h) The Successful Bidder shall ensure that earthing flats do not touch the roof/ walls at any place and sufficient insulators shall be provided for the same.
- i) The Successful Bidder shall ensure the protection of life and property likely to be endangered due to the installation of solar RSPS.

3.2.1.4. Testing and Commissioning

- a) After completion of revival works, the Successful Bidder shall complete the testing and Commissioning in the presence of the Authorized Representative of OREDA LTD. and POC of NCDS. 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 (JCC) to the Successful Bidder as per the format given in SOW Clause 3.3.1.5.
- d) The format for the Commissioning Report is given in SOW Clause 3.3.1.4.

3.2.1.5. Acceptance

- a) Selected Bidder shall be responsible for the repair/ conversion of the defunct solar system and charge the RSPS through Net meter with Comprehensive Maintenance for a period of five (5) Years.

- b) The performance and health of the RSPS (60KW) will be monitored for a period of ninety (90) Days from the date of Commissioning.
- c) The Commissioning Report followed during Commissioning as given in SOW Clause 3.3.1.4 shall be performed again before issuance of the Acceptance Certificate as per format given in SOW Clause 3.3.1.6.
- d) Upon Acceptance, the Comprehensive Maintenance of the solar RSPS shall begin as per SOW Clause 3.3.1.7.

3.2.1.6. 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 **Error! Reference source not found.**. 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 seven (7) Days 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 7 years, OREDA may debar/ blacklist the bidder for at least one year to participate directly/ indirectly in future tenders by OREDA.
- g) OREDA may conduct random inspections of the maintenance activities as deemed necessary. The Successful Bidder shall ensure that the solar power project (as applicable) is in proper operational condition before handing over the RE asset to the concerned beneficiary or to OREDA Limited upon the expiry of the CMC or Warranty Period.
- h) The Successful Bidder may continue to maintain the equipment for up to ten (10) years from the date of project commissioning, subject to the Department/OREDA's requirement after the expiry of the CMC period. During the initial five (5) years of the CMC period, any duration (in days) during which the RE asset remains non-functional shall automatically be added to the CMC period, in addition to the original five-year term from the date of commissioning.
- i) The Successful Bidder is required to train and guide the beneficiary for day-to-day Comprehensive Maintenance and upkeep of the Project.
- j) 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.
- k) 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.
- l) 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.
- m) The before and after photograph should be uploaded on CRC portal for every ticket closures.

3.2. Technical details of Project

3.3.1. Technical details of SOLAR RSPS

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

3.4. Project Timelines

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

Activities	Project Timelines
Issue of Letter of Intent by OREDA LTD.	T0
Response to Letter of Intent by the Successful Bidder	T1 = T0 + Ten (10) Days
Issue of Work Order by OREDA LTD.	T2 = T1+ seven (7) Days
Commissioning	T3 = T2 + ninety (90) Days
Acceptance	T4 = T3 + ninety (90) Days
CMC start date	T5 = T3 + one (1) Days
CMC end date	T6 = T5+ Five (05) Years

T0: Issue of LOI by OREDA LTD.

4. Qualification Requirement (QR)

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

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

4.1. General/ Technical / Financial Qualification Requirement

Clause no.	Qualification Requirement
4.1.1.	<p>Applicability:</p> <p>The Bidder must be a</p> <p>4.1.1.1. Empanelled firm under Tender Call Notice No. 4380, dated 18.09.2025 as floated by OREDA LTD</p>

5. General Conditions of Contract (GCC)

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

5.1. General

5.1.1. Work Order

5.1.1.1. All documents forming part of the Work Order including any Amendment to the Work Order as per GCC Clause 5.1.2, and all parts thereof, are intended to be correlative, complementary, and mutually explanatory.

5.1.1.2. The Work Order constitutes all the terms and conditions for the Successful Bidder with respect to the Commissioning, and Acceptance of the Project along with its CMC Period. The CMC shall be executed between OREDA and the Successful Bidder as per the sample format provided in Annexure Clause 7.2.1.

5.1.1.3. The Work Order including any Amendment supersedes all communications, negotiations, and agreements (whether written or oral) made prior to the date of issuance of Work Order in case of any confusion with the Bidding Document at any point in time.

5.1.1.4. The Work Order shall be read as a whole.

5.1.2. Amendment

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

5.1.3. Independent Successful Bidder

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

5.1.4. Non-waiver

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

5.1.5. Severability

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

5.1.6. Communications

5.1.6.1. Wherever these conditions provide for issuing approvals, certificates, consents, determinations, notices, requests, and discharges, these communications shall be:

- a) in writing along with a copy being sent to the other Party and delivered against its receipt; and
- b) delivered, sent, or transmitted to the address of either Party, as stated in Work Order.

5.1.7. Law

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

5.1.8. Language

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

5.1.9. Integrity Violation

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

5.1.9.2. Applicable as per ITB Clause 1.1.2.2

5.2. Payment

5.2.1. 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 5.2.2, 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 3.2.1, 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.

5.2.2. Terms of Payment

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

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

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

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

5.2.3. Taxes

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

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

5.2.4. Performance Security

5.2.4.1. The Successful Bidder shall submit the Performance Security as per ITB ClauseError! Reference source not found..

5.2.5. Incoterms

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

5.3. Intellectual Property

5.3.1. License/Use of Technical Information

5.3.1.1. For the Commissioning until Acceptance of the Project and during the CMC Period, the Successful Bidder hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to OREDA under the patents, utility models or other industrial property rights owned by the Successful Bidder or by a third party from whom the Successful Bidder has received the right to grant licenses 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.

5.3.2. Confidential Information

5.3.2.1. The Parties shall keep confidential and shall not, without the written consent of the other Party, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto, whether such information has been furnished prior to, during or following termination of the Work Order. Notwithstanding the above, a Party may furnish to its third parties such documents, data and other information it receives from the other Party to the extent required for the third parties to perform all the obligations under the Work Order, in which event the Party shall obtain from such third parties an undertaking of confidentiality similar to that imposed on the Party under this GCC Clause 5.3.2 and submit a copy of the same to the other Party with an immediate effect.

5.3.2.2. A Party shall not use such documents, data, and other information received from the other Party for any purpose other than for this Project and services as are required for the performance of the Work Order.

5.3.2.3. The obligation of a Party under GCC Clauses 5.3.2.1 and 5.3.2.2 above, however, shall not apply to that information which

- a) now or hereafter enters the public domain through no fault of that Party;
- b) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto; and
- c) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

5.3.2.4. The above provisions of this GCC Clause 5.3.2 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Work Order in respect of the Project or any part thereof.

5.3.2.5. The provisions of this GCC Clause 5.3.2 shall survive termination, for whatever reason, of the Work Order.

5.4. Execution of the Project

5.4.1. Representatives

5.4.1.1. Authorized Representative of OREDA

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.

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 represent and act for the Successful Bidder at all times during the performance of the Work Order and shall give to the Authorized Representative of OREDA all the Successful Bidder's notices, instructions, information, and all other communications under the Work Order.
- 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 a prior notice signed by the Project Manager and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Authorized Representative of OREDA.
- 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 5.4.1.2e) 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 5.4.1.2i), the Successful Bidder shall, where required, promptly appoint a replacement; failure to which will lead to a material breach in the Work Order.

5.4.2. Work program

5.4.2.1. Successful Bidder's Organization

Within 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.

5.4.2.2. Detailed Workplan

Within thirty (30) Days from the Effective Date, 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 the 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 5.7.2 and shall submit all such revisions to the Authorized Representative of OREDA.

5.4.2.3. 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 5.7.2, or any extended period as may otherwise be notified by OREDA.

5.5. Guarantees and Liabilities

5.5.1. Delay Liquidated Damages

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

5.5.1.2. In case of failure on the part of the Successful Bidder to achieve the Commissioning timelines pursuant to GCC Clause 5.5.1.1, the Successful Bidder shall pay to OREDA a Delay Liquidated Damage for a sum equivalent to 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 considered to be genuine, then a suitable time extension can be allowed with/ without the imposition of the delay Liquidated Damages, to be evaluated on a case-to-case basis.

5.5.1.4. The payment of liquidated damages shall not in any way relieve the Successful Bidder from any of its obligations to complete the Project or from any other obligations and liabilities of the Successful Bidder under the Work Order.

5.5.1.5. The Delay Liquidated Damages shall be inclusive of all applicable taxes as applicable under the laws of India and such applicable taxes shall be borne by the Successful Bidder only.

5.5.1.6. The Successful Bidder acknowledges that the Delay Liquidated Damages payable by the Successful Bidder under this Work Order are a genuine pre-estimate of the losses suffered by OREDA and the compensation as contemplated is reasonable and not by way of any penalty.

5.5.2. Warranty

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

5.5.3. Defect Liability

5.5.3.1. The Successful Bidder warrants that the Projector any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Project supplied and of the work executed.

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

5.5.3.3. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Project supplied or of the work executed by the Successful Bidder, the Successful Bidder shall promptly, in consultation and agreement with OREDA regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Project caused by such defect.

5.5.3.4. OREDA shall give the Successful Bidder a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. OREDA shall afford all reasonable opportunities for the Successful Bidder to inspect any such defect.

5.5.3.5. The Successful Bidder may, with the consent of OREDA, remove from the site any 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.

5.5.3.6. 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 part fails the tests, the Successful Bidder shall carry out further repair, replacement or making good, as the case may be, until that part of the Project passes such tests. The tests shall be agreed upon by OREDA and the Successful Bidder.

5.5.3.7. If the Successful Bidder fails to commence the work necessary to remedy such defect or any damage to the Project caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) Days), OREDA may, following notice to the Successful Bidder, proceed to do such work through a third party, and the reasonable costs incurred by OREDA in connection therewith shall be paid to OREDA by the Successful Bidder or may be deducted by OREDA from any monies due to the Successful Bidder or claimed under the Performance Security.

5.5.3.8. The vendor shall maintain insurance throughout the entire CMC period and submit a CMC Performance Report to OREDA, ensuring a minimum CUF of 14%.

5.5.3.9. If CUF falls below 14%, On generation shortfall the bidder needs to submit a DD to OREDA of equivalent amount as clause 3.2.3.

5.5.3.10. 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.

5.5.3.11. Except as provided in GCC Clauses 5.5.2 and GCC Clause 5.6.3, the Successful Bidder shall be under no liability whatsoever and howsoever arising, and whether under the Work Order or at law, in respect of defects in the 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.

5.5.4. Patent Indemnity

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

Such indemnity shall not cover any use of the 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.

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

If the Successful Bidder fails to notify OREDA within seven (7) Days after receipt of such notice that it intends to conduct any such proceedings or claim, then OREDA shall be free to conduct the same on its own behalf. Unless the Successful Bidder has so failed to notify OREDA within the seven (7) Day period, OREDA shall make no admission that may be prejudicial to the 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 claim, and shall be reimbursed by the Successful Bidder for all reasonable expenses incurred in so doing or may be deducted by OREDA from any monies due to the Successful Bidder or claimed under the Performance Security.

5.5.5. Limitation of Liability

5.5.5.1. Except in cases of criminal negligence or 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

5.6.1. 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 7.6; and
- b) Issuance of Acceptance Certificate by OREDA.

5.6.2. Risk

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

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

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

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

5.6.3.3. 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.

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

5.6.4. Insurance

5.6.4.1. The 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 insurances taken.

5.6.4.2. The Successful Bidder shall be responsible to maintain the spares all the time until the expiry of the CMC Period. In no case, OREDA shall provide any spares until the expiry of 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.

5.6.5. Change in Laws and Regulations

5.6.5.1. If, after the last date of online Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Successful Bidder and/or the time for achieving the Commissioning and Acceptance along with the Work Order price shall be correspondingly increased or decreased, and/or the Time for achieving Commissioning and Acceptance shall be reasonably adjusted to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Work Order. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

5.6.6. Force Majeure

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

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

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

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

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

5.6.6.5. No delay or 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.

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

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

5.7. Change in Work Order Elements

5.7.1. Change Order

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

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

5.7.1.3. If the Owner issues a Change Order notice, the 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.

5.7.2. Extension of achieving Commissioning and Acceptance

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

- a) any occurrence of Force Majeure as provided in GCC Clause 5.6.6,
- 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.

5.7.3. Suspension

5.7.3.1. OREDA may request, by notice to the Successful Bidder, to order the Successful Bidder to suspend performance of any or all of its obligations under the Work Order. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons 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.

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

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

5.7.4. Termination

5.7.4.1. Termination for OREDA's Convenience

a) OREDA may at any time terminate the Work Order for any reason by giving the Successful Bidder a notice of termination that refers to this GCC Clause 5.7.4.1.

b) Upon receipt of the notice of termination as per the GCC Clause 5.7.4.1a), the Successful Bidder shall either immediately or upon the date specified in the notice of termination

i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,

ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1i.B,

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

iv. subject to the payment specified in GCC Clause 5.7.4.1c),

A. deliver to OREDA the parts of the Project executed by the Successful Bidder up to the date of termination, and

B. deliver to OREDA all non-proprietary drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.

c) In the event of termination of the Work Order under GCC Clause 5.7.4.1a), OREDA shall pay to the Successful Bidder the following amounts:

i. the Work Order Price, properly attributable to the parts of the Project executed by the Successful Bidder as of the date of termination

5.7.4.2. Termination for Successful Bidder's Default

a) OREDA, without prejudice to any other rights or remedies it may possess, may terminate the Work Order forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Successful Bidder, referring to this GCC Clause 5.7.4.2:

i. if the Successful Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Successful Bidder is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Successful Bidder takes or suffers any other analogous action in consequence of debt

ii. if the Successful Bidder assigns or transfers the Work Order or any right or interest therein in violation of the provision of GCC Clause 5.7.5.

iii. if the Successful Bidder, in the judgment of OREDA has engaged in Integrity Violation practices, as defined in GCC Clause 5.1.9.

b) If the Successful Bidder

i. has abandoned or repudiated the Work Order

- ii. has without valid reason failed to commence work on the Project promptly or has suspended the progress of Work Order performance for a prolonged period (30 days) even after receiving a written instruction from OREDA to proceed
 - iii. persistently fails to execute the Work Order in accordance with the Work Order or persistently neglects to carry out its obligations under the Work Order without just cause
 - iv. refuses or is unable to provide sufficient materials, services or labour to execute and complete the Project in the manner specified in the Project Timelines as per SOW Clause 3.4 at rates of progress that give reasonable assurance to OREDA that the Successful Bidder can attain Commissioning and Acceptance of the Project, then OREDA may, without prejudice to any other rights it may possess under the Work Order, give notice to the Successful Bidder stating the nature of the default and requiring the Successful Bidder to remedy the same. If the Successful Bidder fails to remedy or to take steps to remedy the same within fourteen (14) Days of its receipt of such notice, then OREDA may terminate the Work Order forthwith by giving a notice of termination to the Successful Bidder that refers to this GCC Clause 5.7.4.2.
- c) Upon receipt of the notice of termination under GCC Clause 5.7.4.2, the Successful Bidder shall, either immediately or upon such date as is specified in the notice of termination,
- i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,
 - ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1B,
 - 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 5.7.4.2g), the Successful Bidder shall be entitled to be paid the Work Order price attributable to the Project executed as of the date of termination, the value of any unused or partially used Project on the site, and the costs, if any, incurred in protecting the Project and in leaving the site in a clean and safe condition pursuant to GCC Clause 5.7.4.2c)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 5.7.4.2f), 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 5.7.4.2f), the Successful Bidder shall pay the balance to OREDA.
- h) OREDA and the Successful Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

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

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

5.7.5. Assignment

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

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

5.8. Disputes and Arbitration

5.8.1. Mutual Settlement

5.8.1.1. If any dispute or difference shall arise between OREDA and the Successful Bidder out of, relating to or in connection with the Work Order (including its existence, breach, termination or validity) or the performance of the Comprehensive Maintenance under the Work Order, it shall, in the first instance be referred to the Chief Executive 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 5.8.2.

5.8.1.6. The Successful Bidder shall continue to perform its obligations under this Contract during this mutual settlement.

5.8.2. Arbitration

5.8.2.1. If disputes or differences between the Parties are not resolved under Clause 5.8.1, the same shall be referred for arbitration under the Indian Arbitration and Conciliation Act, 1996.

5.8.2.2. The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed by the Parties mutually, in accordance with the Arbitration and Conciliation Act, 1996.

5.8.2.3. The Successful Bidder shall continue to perform its obligations under this Contract during the arbitration proceedings.

5.8.2.4. The arbitration proceedings shall be in English and shall take place in Bhubaneswar, Odisha. The courts in Bhubaneswar, Odisha shall have jurisdiction on any matter connected with or arising under this Contract. The law governing the arbitration and the process shall be Indian law only.

5.8.2.5. The arbitration shall be the sole and exclusive remedy between the Parties regarding the dispute referred to arbitration and any claims, counterclaims, issues or accountings presented to the tribunal in connection with such dispute.

5.8.2.6. The award rendered in any arbitration commenced hereunder shall be final, conclusive, and binding on the Parties.

5.8.2.7. The Parties hereby undertake to implement the award with an immediate effect..

6. Special Conditions of Work Order (SCC)

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

6.1. Specific provisions of GCC

SCC Clause reference	GCC Clause reference	Detailed Clause			
6.1.1.	GCC Clause 5.2.2.1	Payment:			
		The payment shall be made in the following manner:			
		Milestone	Payment term	Support documents	
		On Supply of Materials and successful Installation of the RTS Solar Power Plant	Seventy percent (70%) of the Total Price + 100 % applicable Tax at the time of invoicing, as specified in the Work Order.	The payment shall be made upon due verification by OREDA on the following documents: <ul style="list-style-type: none"> • Installation cum handing over certificate • Warranty certificates • GPS based photograph • Submission of executed version of CMC as per the sample format provided in Annexure Clause 7.2.1 • Dos & Don'ts in the form of a booklet • Photographs of all installations in a specified manner • Compliance to CRC process using the ReSolve Mobile App • Login credentials of Inverter for generation data monitoring. • Insurance Copy of asset. 	
		On commissioning of solar power plant	Balance Twenty percent (20%) of the Total Price as specified in the Work Order	<ul style="list-style-type: none"> • Joint Commissioning Certificate (JCC) • JCC Report • Commissioning Report • CMC Manual 	
		On Acceptance of the RTS solar Power plant	Balance Ten percent (10%) of the Total Price as specified in the Work Order	<ul style="list-style-type: none"> • Acceptance Certificate • Acceptance Report (CRC) • Generation report 	

		On completion of CMC for 1 st year from commissioning of the Project (one BG)	Bank Guarantee 1: 2 % of the Total Price 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 Error! Reference source not found. 	
		On completion of CMC for 2 nd year from commissioning of the Project (one BG)	Bank Guarantee 2: 2 % of the Total Price 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 Error! Reference source not found. 	
		On completion of CMC for 3 rd year from commissioning of the Project (one BG)	Bank Guarantee 2: 2 % of the Total Price 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 Error! Reference source not found. 	
		On completion of CMC for 4 th year from commissioning of the Project (one BG)	Bank Guarantee 2: 2 % of the Total Price 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 Error! Reference source not found. 	
		On completion of CMC for 5 th year from commissioning of the Project (one BG)	Bank Guarantee 2: 2 % of the Total Price 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 Error! Reference source not found. 	

SCC Clause reference	GCC Clause reference	Detailed Clause
6.1.2.	GCC Clause 5.5.2.1	<p>Warranty:</p> <p>Warranty:</p> <p>The Warranty in respect of the Equipment, as applicable shall be as follows:</p> <p>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.</p> <p>Module mounting structures: Product Warranty period of Seven (7) years from the date of Commissioning of the Project.</p> <p>Power Conditioning Unit/ Inverter: Product Warranty period of Seven (7) years from the date of Commissioning of the Project</p> <p>Balance of system: Product Warranty period of Seven (7) years from the date of Commissioning of the Project.</p> <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

7.1.1. Bid Form 1 (Bid Processing Fee)

Bid Processing Fee

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive officer

OREDA LTD.

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 LTD.".

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.2. Bid Form 2 (Cost of Bid)

Cost of Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive officer

OREDA LTD.

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

Email: ceoreda@oredaorissa.com

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.1.3. Bid Form 3 (Site survey report)

Site Survey Report

(To be submitted on the letterhead of the Bidder)

Date: _____
NIT / Tender No.: _____ dated _____

To

The

Chief Executive Officer
OREDA Ltd.
S-3/59, Mancheswar Industrial Estate,
Bhubaneswar – 751010, Odisha
Email: ceoreda@oredaorissa.com

Subject: Declaration of Mandatory Site Survey and Submission of Site-wise Bill of Materials (BOM)

Dear Sir/Madam,

I/We hereby declare and confirm that I/We have conducted mandatory and comprehensive site feasibility surveys at all locations specified under Clause 3.2.1 of the Tender Document for the work related to revival, conversion (where applicable), commissioning and Comprehensive Maintenance of Rooftop Solar Power Systems at NCDS, Bhubaneswar.

1. Confirmation of Site Survey

I/We certify that the site surveys were conducted physically at each designated project location, covering, but not limited to, the following aspects:

- Structural and rooftop feasibility assessment
- Existing condition of Solar PV modules, inverters, MMS, DC/AC cabling, protection systems, earthing, and other BOS
- Identification of defunct, damaged, obsolete, or missing components
- Assessment of feasibility for conversion of Off-Grid RSPS to On-Grid RSPS (where applicable)
- Grid availability and net-metering feasibility with concerned DISCOM
- Logistic, safety, and environmental considerations

2. Submission of Site-wise Bill of Materials (BOM)

I/We further confirm that site-wise and system-wise Bill of Materials (BOM) has been prepared based on actual site conditions observed during the field survey and is submitted along with this bid.

The submitted BOM includes:

- Replacement and new components required for revival and conversion
- Quantity and specifications of all materials
- System-wise and location-wise breakup
- Compliance with MNRE / OREDA / DISCOM technical standards

I/We clearly understand and agree that the Price Bid submitted by us is based on the reassessed BOM, and no additional claim shall be entertained by OREDA Ltd. on account of variation in quantities, scope, or site conditions at any stage after award of work.

3. Compliance and Undertaking

I/We undertake that:

- All information furnished in the bid documents, including site survey reports and BOM, is true, correct, and complete to the best of my/our knowledge and belief.
- Non-submission or submission of incorrect/false site survey reports or BOM shall render our bid liable for rejection.
- I/We shall strictly adhere to all guidelines, technical specifications, and conditions of OREDA Ltd. and applicable statutory authorities.

Declaration

I/We understand that submission of this Bid Form, along with verified Site Survey Reports and BOM, is a mandatory requirement, and failure to comply shall lead to disqualification of our bid without further notice.

Place: _____

Signature: _____

Name of Authorized Signatory: _____

Designation: _____

Name of the Bidder: _____

Seal of the Bidder: _____

Enclosures:

1. Individual Site Survey Reports duly signed by the Bidder and Authorized Representative of NCDS
2. Site-wise Bill of Materials (BOM)
3. GPS-verified site photographs of existing Solar Power Plants and components
4. List of defunct / damaged / obsolete components identified during site survey

7.1.4. Bid Form 4 (No Deviation Certificate)

No Deviation Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive officer

OREDA LTD.

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

Email: ceoreda@oredaorissa.com

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

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

Clause No.	Deviations considered, if any
[*strike-off, if not applicable]	

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

Place: [insert place] [sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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

Covering Letter of Technical Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive officer

OREDA LTD.

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

Email: ceoreda@oredaorissa.com

Sub: Submission of Technical Bid Repair & Revival of defunct cumulative 60KW Solar system in NCDS in Odisha along with Comprehensive Maintenance for five (5) Years

Dear [Sir/ Madam],

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

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

No of location	Cumulative capacity of Solar RSPS in kW	Applied for the Project
Single	60	[Yes/ No]

We hereby undertake the following:

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

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

Place: [\[insert place\]](#)

[\[sign here\]](#)

Signature

Name of Authorized Signatory: [\[insert name\]](#)

Designation: [\[insert designation\]](#)

Name of the Bidder: [\[insert Bidder's legal entity name\]](#)

Seal: [\[insert seal of the Bidder\]](#)

7.2. Bid Forms – Price Bid

7.2.1. Bid Form 6 (Covering Letter of Price Bid)

Covering Letter of Price Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive officer
OREDA LTD.

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

Email: ceoreda@oredaorissa.com

Sub: Submission of Price Bid for Repair & Revival of defunct cumulative 60KW (Pk1 & Pk2) Solar system in NCDS in Odisha along with Comprehensive Maintenance for Seven (7) Year

Dear [Sir/ Madam],

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

We agree that this Price Bid shall remain valid for a period of **Three hundred sixty five (365)** Days from the original last date of online Bid submission and such further period as may be mutually agreed upon.

We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Price Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the NIT anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Price Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA LTD.

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 LTD. as per all the terms of the Bidding Document and agree that the decision taken by OREDA LTD. 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 LTD. 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 LTD.
5. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.
6. We confirm that we have submitted the Price Bid as per the forms given in Bid Form (Price Bid) and/ or the instructions given in the NIT or E-procurement Website; failure to which our Price Bid shall be considered as non-responsive and shall be liable for rejection.

7. We agree that We have not submitted any conditional or alternative Price Bid and in case of any deviation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
8. We confirm that we have not mentioned the Price Bid anywhere other than the Price Bid on the E-procurement Website for further evaluation. If we submit the Price Bid on the E-procurement Website that is not in line with the instructions mentioned therein, then the Price Bid shall be considered as non-responsive and shall be liable for rejection.
9. We confirm that we do not have any conflict of interest in accordance with the provisions of the NIT.
10. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
11. We understand that you are not bound to accept any Price Bid you may receive.
12. We confirm that OREDA LTD. reserves all the right to accept or reject any Price Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
13. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the NIT, else our Bid Security shall be forfeited.
14. The rates quoted by us are firm, final and are meant for execution of the allotted supply/ installation within the time frame stipulated in the tender/ supply/ installation order.
15. We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize OREDA LTD. to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Place: [\[insert place\]](#)

[\[sign here\]](#)

Signature

Name of Authorized Signatory: [\[insert name\]](#)

Designation: [\[insert designation\]](#)

Name of the Bidder: [\[insert Bidder's legal entity name\]](#)

Seal: [\[insert seal of the Bidder\]](#)

7.2.2. Bid Form 7 (Price Bid - Bidder)

Price Bid - Bidder

(Sample Format)

OREDA LIMITED				
NIT No. .				
Particulars	Description			
Name of the Project	Repair & Revival of 3 nos of defunct Rooftop Solar Power System of Cumulative capacity of 60 KW installed in NCDS Premises in Odisha along with Comprehensive Maintenance for five (5) Years			
Name of the bidder				
Price Bid (Excluding GST)				
Sl No	Name of the work	Capacity (in kW)	Total repair, revival and commissioning cost of the said unit (INR)	Price in words
1	Repair & revival of the defunct RSPS installed on the Administrative building of NCDS	40		
2	Repair & revival of the defunct RSPS installed on the Library building of NCDS	10		
3	Repair & revival of the defunct RSPS installed on the Hostel building of NCDS	10		
	Total repair and revival cost of the cumulative 60 kW RSPS			

Important Note:

1. Price bid will be evaluated on the total cost
2. All components should have at least five (5) year warranty period/CMC Period.
3. All component price to be quoted must include transportation, handling and installation charges.
4. All component price to be quoted excluding GST in INR.
5. The work order value of the project shall be included as applicable tax.
6. This format to be uploaded on the E-procurement Website as per the instruction given in the NIT.
7. This price will be valid for 365 days.

7.3. Letter of Intent Forms

7.3.1. LOI Form 1 (Letter of Intent)

Letter of Intent

(To be submitted on the letterhead of OREDA LTD.)

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

From

The Chief Executive officer

OREDA LTD.

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

Email: ceoreda@oredaorissa.com

To

[Bidder name] [Address]

Sub: Letter of Intent to the Successful Bidders for Repair & Revival of defunct 60KW Solar system in NCDS in Odisha along with Comprehensive Maintenance for five (5) Years

Reference:

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

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

Sl. No	Critical documents to be submitted
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 LTD.
2.	Submission of Performance Security as per ITB Clause 1.6.3
3.	Submission of a Detailed Work plan in line with the Project Timelines mentioned in the SOW Clause 5.4.2.2 for the implementation of the project for Repair and Revival of RSPS.
4.	Submission of a site survey report along with the bill of materials for the purpose of implementation of the Project for Repair and Revival of defunct RSPS.
6.	Contact information of various OEMs for the solar photovoltaic module, inverter and balance of systems of the Project for the implementation of Repair and Revival of defunct RSPS.
8.	Design document of the module mounting structure of the Project for the implementation of Repair and Revival of defunct RSPS.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.3.2. LOI Form 2 (Sample 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 LTD.

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 Repair & Revival of defunct 60KW Solar system in NCDS in Odisha along with Comprehensive Maintenance for five (5) Years with reference to NIT no. [insert NIT no.] dated [DD MMM YYYY] and Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA LTD. in the said Bidding Document that the Successful Bidder shall furnish OREDA LTD. 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 LTD.

AND WHEREAS we have agreed to give the Successful Bidder such a Performance Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to OREDA LTD. 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 LTD. upon OREDA LTD.'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 LTD. and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without OREDA LTD.'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 LTD. 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 LTD. 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 LTD. 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 Ltd." 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.

7.3.3. LOI Form 3 (Sample format for CMC)

Sample format for Comprehensive Maintenance Contract (CMC)

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

CMC ref no: [insert]

Date: [DD MMM YYYY]

Sub: CMC for Repair & Revival of defunct cumulative 60KW Solar system in NCDS in Odisha along with Comprehensive Maintenance for five (5) Year

Ref:

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

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

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

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

Districts	Location	Cumulative capacity of SOLAR RSPS (in Kw)
[Khurdha]	NCDS,Bhubaneswar	[60KW]

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

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

The Performance Security has been submitted for an aggregate amount equivalent to ten percent (10%) of the Initial Capex in five (5) parts.
The CMC includes repair/ replacement of all spares, consumable and all the Equipment including but not limited to solar photovoltaic module, inverter, battery, solar street lighting system and balance of systems during the CMC Period.
4. The Second Party shall establish a central office at Bhubaneswar, Odisha, and also establish local offices at the concerned district so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.
5. The Second Party shall undertake corrective maintenance upon registration of complaints by consumers at

OREDA LTD. After attending to the defect, the Second Party shall upload the required documents at ReSolve mobile application for successful closure of the complaints. The Second Party shall ensure rectification of defects and restore functionality within Fifteen (15) Days of lodging the complaints.

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

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

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

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

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

7.4. Pre-bid Form

Pre-bid queries

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive officer

OREDA LTD.

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

Email: ceoreda@oredaorissa.com

Sub: Submission of pre-bid queries Repair & Revival of defunct 60KW Solar system in NCDS in Odisha along with Comprehensive Maintenance for Seven (5) Years

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

7.5. Appendix to SOW – Solar On-Grid RSPS:

7.5.1. Appendix Form 1 (Technical Specifications)

7.2.1.1 Solar PV module

S.No	Specification	Details
a	Solar PV Module Origin	Modules to be made in India and comply with IEC 61215/IS14286 for crystalline silicon, IEC 61730 Part-1 & Part-2 for safety, and IEC 61701 (salt mist).
b	Solar PV Array Capacity	Total array capacity \geq required capacity, with crystalline PV modules of minimum 300 Wp and 144 cells each.
c	Surge Protection	Protective devices against surges and low voltage drop bypass diodes to be provided.
d	Testing and Approval	Modules must be tested and approved by MNRE/IEC-authorized test centers.
e	Module Frame	Frame made of corrosion-resistant anodized aluminum, minimum thickness 1.5 mm, and width 40 mm.
f	General Specifications	Rated output power tolerance: $\pm 3\%$.
i.	Peak Power Variation	Voltage and current at peak power point must not vary by more than 2% from arithmetic mean.
ii.	Junction Box	Junction box with external screw terminal or sealed type, weatherproof (IP21/20), with by-pass diode provision.
iii.	Curves and Warranties	I-V & P-V curves at STC to be provided. Output wattage warranty: $\geq 90\%$ at 10 years, $\geq 80\%$ at 25 years.
g	RFID Tag	Modules must have an RFID tag containing:
i.	Manufacturer Information	Manufacturer name (PV module and solar cells).
ii.	Manufacturing Details	Month/year and country of origin for cells and modules.
iii.	Electrical Details	I-V curve, wattage, I_m , V_m , FF for the module.
iv.	Identification	Unique Serial No, Model No, IEC certificate date/year, test lab name.
v.	Traceability	Other information per ISO 9001 and ISO 14001 for solar cells and modules.

7.5.1.2. ARRAY/MODULE MOUNTING STRUCTURE:

S.No	Specification	Details
a	Material and Inclination	Hot-dip galvanized MS/Aluminium structures with angle inclination based on site conditions for maximum insolation.

b	Mounting Design	Non-invasive ballast type to avoid roof penetration; tilt angle 10-15 degrees; upper edge of the module with windshield, and clearance provided for cooling.
c	Compliance with Standards	Mounting structure as per IS 2062:1992, and galvanization as per IS 4759.
d	Fasteners	Made of stainless steel; structures designed for easy module replacement and to minimize space use without sacrificing output.
e	Load Distribution	Total load on terrace < 60 kg/m ² ; point loads distributed within safe limits.
f	Clearance from Roof	Clearance between 70-150 mm from the roof level.
g	Mounting Base	Weather-resistant FRP mountings, non-penetrating type, maintaining proper drainage of rainwater.
h	Loading of Structures	Structures loaded with reinforced concrete blocks made of M25 concrete mixture.
i	Heavy Rainfall Consideration	Designed to withstand heavy rainfall.
j	Placement	Arrays placed inside boundary walls (parapet), free from shadow or obstructions, utilizing terrace space optimally.
k	Spacing	Adequate spacing between panel frames and rows for protection, ease of installation, maintenance, and cleaning.
l	Waterproofing	Additional waterproofing provided in areas where RCC blocks are placed on the terrace.
m	Clearance for Ventilation and Maintenance	Minimum clearance of 150 mm between lower edge of PV panel and terrace ground level.
n	Factor of Safety	Design with a minimum factor of safety of 1.5.
o	Bird Repellent Spikes	Two bird-repellent spikes per array, placed higher than the upper edge with minimal shadow impact.
p	Corrosion Resistance	Support structure to be corrosion-free when installed.
q	Module Fastening	Modules secured with screw fasteners/metal clamps using existing mounting holes; no additional drilling; treated to resist corrosion.
r	Wind Resistance Spacing	Adequate spacing between modules for improved wind resistance.
s	Durability	Structure designed for a lifespan of 25 years under operating environmental conditions.
t	Wind Velocity Resistance	Designed to withstand wind velocities > 200 km/h; certification from a chartered engineer required for strength and durability.

7.5.1.3. ARRAY/ MAIN JUNCTION BOXES (JBs):

S.No	Specification	Details
a	Junction Box Material	Made of GRP/FRP/Powder Coated Aluminium/Cast Aluminium Alloy with dust, water, and vermin-proof arrangements. Termination via copper cable lugs.
b	Bus Bars and IP Standards	Copper bus bars/terminal blocks with suitable threads housed in IP65/IEC 62208 compliant enclosures with hinged door or screw-based cover and EPDM gasket.
c	Fuse Protection	Provided for +ve cables in each string.
d	Surge Protection Devices (SPDs)	High-quality Type-II SPDs with monitoring and disconnection for each group in Junction Boxes.
e	Identification and Termination	Bus bar marked for easy identification; cable glands with ferrules fitted at termination points.
f	Array Junction Box Ratings	IP65 (outdoor) or IP54 (indoor) as per IEC 60529; equipped with fuses and isolators of suitable ratings.
g	ACDB Surge Protection	Class 2 SPD as per IEC 60947/60364-5-53 to protect inverters from surges in the AC line.
h	Placement of AJBs/MJBs/ACDB	AJBs/MJBs below modules, or on the wall/rooftop. ACDB placed safely away from DCDB/AJBs/MJBs to avoid Eddy current interference; integrated ACDB/DCDB acceptable.

7.5.1.5 ON GRID INVERTER

As SPV array produces direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels before powering equipment designed for nominal mains AC supply. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the “Inverter” OR simply PCU. In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to maximize Solar PV array energy input into the System. PCU should conform IEC 61683, IEC 60068, IEC 62116 as per specifications.

a) Inverter:

S.No	Specification	Details
1	Efficiency	Highly efficient inverter design.
2	Standards Compliance	Compliant with IEC 61683/IS 61683, IS 16169/IEC 62116, and IEC 60068 standards.
3	Design	Based on MPPT design.
4	Display Parameters	Displays inverter parameters and battery bank parameters.
5	Load Handling	Trips automatically when the maximum load is exceeded.
6	Compatibility	Fully compatible with charge controllers and distribution panels; integrated design.

The PCU should be designed to be completely compatible with the SPV array voltage. Salient features of the Inverters shall be as follows:

S.No	Specification	Details
i	Inverter Type	Central inverter with MPPT, efficient design based on PWM with IGBT/reliable power-based design.
ii	Output Voltage & Frequency	Sine wave output: 230V, Single phase, 50 Hz AC; 415V, 3 phase, 50 Hz AC.
iii	Grid Charging Provision	Battery charging enabled for grid voltage between 170V-265V. If grid voltage falls to 130V-170V, charging stops but load continues on grid supply, not solar.
iv	Efficiency	Peak inverter efficiency (inclusive of built-in isolation transformer) > 85% at full load.
v	PV Power Export Feature	Provision to export excess PV power to grid when generation exceeds load consumption. Feature can be enabled or disabled as required.
vi	Monitoring & Display	Displays PV array DC voltage & current, battery voltage & current, inverter voltage & current, grid voltage & current, battery charging status, and fault parameters. Remote monitoring supported.
vii	Operating Temperature	0°C to 55°C
viii	Maximum Power Point Tracker (MPPT)	Integrated MPPT in power conditioner unit to maximize solar energy utilization.
ix	Standards Compliance	Charge controller/MPPT units to comply with IEC standards.

c) DC DISTRIBUTION BOARD:

- I. Dust & vermin proof Enclosures of Polycarbonate/GRP/FRP/Powder coated Aluminium/ Cast Aluminium Alloy & should have IP 65(outdoor)/54(indoor) compliant to IEC 60529.
- II. The bus bars are made of copper of the desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.
- III. Suitable cable entry points with cable glands and ferrules should be provided. DC SPD of type 2 compliant to IEC 60497 with fuse should be provided.
- IV. Design ambient temperature should be 0-60 deg C.

d) AC DISTRIBUTION PANELBOARD:

- I. AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter and should have necessary over current & surge protection.
- II. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- III. All the Panels should be metal clad, totally enclosed, rigid, wall/floor mounted, air-insulated, cubical type suitable for operation on three-phase / single phase, 415 or 230 volts, 50 Hz.
- IV. Suitable cable entry points with cable glands and ferrules should be provided.
- V. DC SPD of type 2 compliant to IEC 60497 with fuse should be provided.

- VI. Design ambient temperature should be 0-60 deg C.
- VII. The panels should be designed for the minimum expected ambient temperature of 45 degrees Celsius, 80 percent humidity and dusty weather.
- VIII. All indoor panels should have the protection of IP20 or better. All outdoor panels will have the protection of IP21 or better.
- IX. Should confirm to Indian Electricity Act & rules (till the last amendment)
- X. All the 415 V or 230 V devices/ equipment like bus support insulators, circuit breakers, SPDs, VTs, etc. mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in Supply Voltage	+/- 10%
Variation in Supply frequency	+/- 3 Hz

7.5.1.6. PROTECTION:

The SPV power plant should be provided with Lightning and over-voltage protection, connected with proper earth pits. The main aim of overvoltage protection is to reduce the overvoltage to a tolerable level before it reaches the PV or other sub-system components. The source of overvoltage can be lightning or other atmospheric disturbance.

a) Lightning

S. No	Specification	Details
1	Lightning Conductors	Made of minimum 25 mm diameter and 3000 mm long GI/copper bonded spike.
		Conforms to IS 23091969.
2	Foundation for Lightning Conductor	Concrete foundation required to ensure stability against maximum wind speed and ease of future maintenance.
3	Lightning Conductor Earthing	Earthed through 20 mm x 3 mm thick GI flat earth pits/earth bus with proper insulation.
4	Height of Lightning Conductors	Minimum 4 meters above the array structure.
5	Surge Protection Device (SPD) Type	Type-II SPDs are mandatory due to lightning-prone areas of the state.
6	SPD for Grid Side Protection	Type I+II SPD to be provided in the ACDB or PCU to protect the PCU from damage.

b) Earthing

S. No	Specification	Details
1	Standard Compliance	Earthing should conform to IS 3043.
2	Earth Continuity Wire/Conductor	Thickness: 38 SWG, more than half the thickest wire used in electric wiring. Resistance: <1 ohm.
3	Earthing Lead Material	GI/Copper strip. Two leads must be provided for each Earth Electrode.
4	Earth Electrode	Pipe Electrode: 40 mm diameter, 4.75 m (rocky soil)/2.75 m (ordinary soil).
		Plate Electrode: 60 cm x 60 cm, depth: 3 m. Thickness: 3.18 mm (copper) or 6.35 mm (GI).
5	Preferred Location for Earthing	Moistened land.
6	Chemical Earthing	Bentonite based/Graphite based with aluminum silicates & metal powder.
7	Number of Earthing Points	3
		One for all structural conducting parts.
		One for inverter with ACDB, Array JB & Main JB.
		One for the lightning arrester.
8	Array Structure Earthing	Grounded with a 25 mm x 5 mm GI strip.
9	Control Room Equipment Earthing	Inverters and other equipment to be connected to earth with 25 mm x 5 mm tinned copper/GI strip, including soldering.
		Earth bus to be provided inside the control room with 25 mm x 5 mm tinned copper/GI strip.
10	Rule Compliance	In accordance with Rule 61 of Indian Electricity Rules, 2004 (as amended), all noncurrent carrying metal parts must be earthed with two separate continuity wires.

c) Surge Protection Devices (SPD):

S.No	Specification	Details
1	Surge Protection Device (SPD) Type	Provided on both DC and AC sides of the solar PV system.
2	Protection Voltage	2.5 kV.
3	Nominal Discharge Current	5 kA (8/20 μ s).
4	DC SPD Installation	Installed in the DC distribution box adjacent to the solar inverter.
5	AC SPD Installation	Installed in the AC distribution box adjacent to the solar inverter.

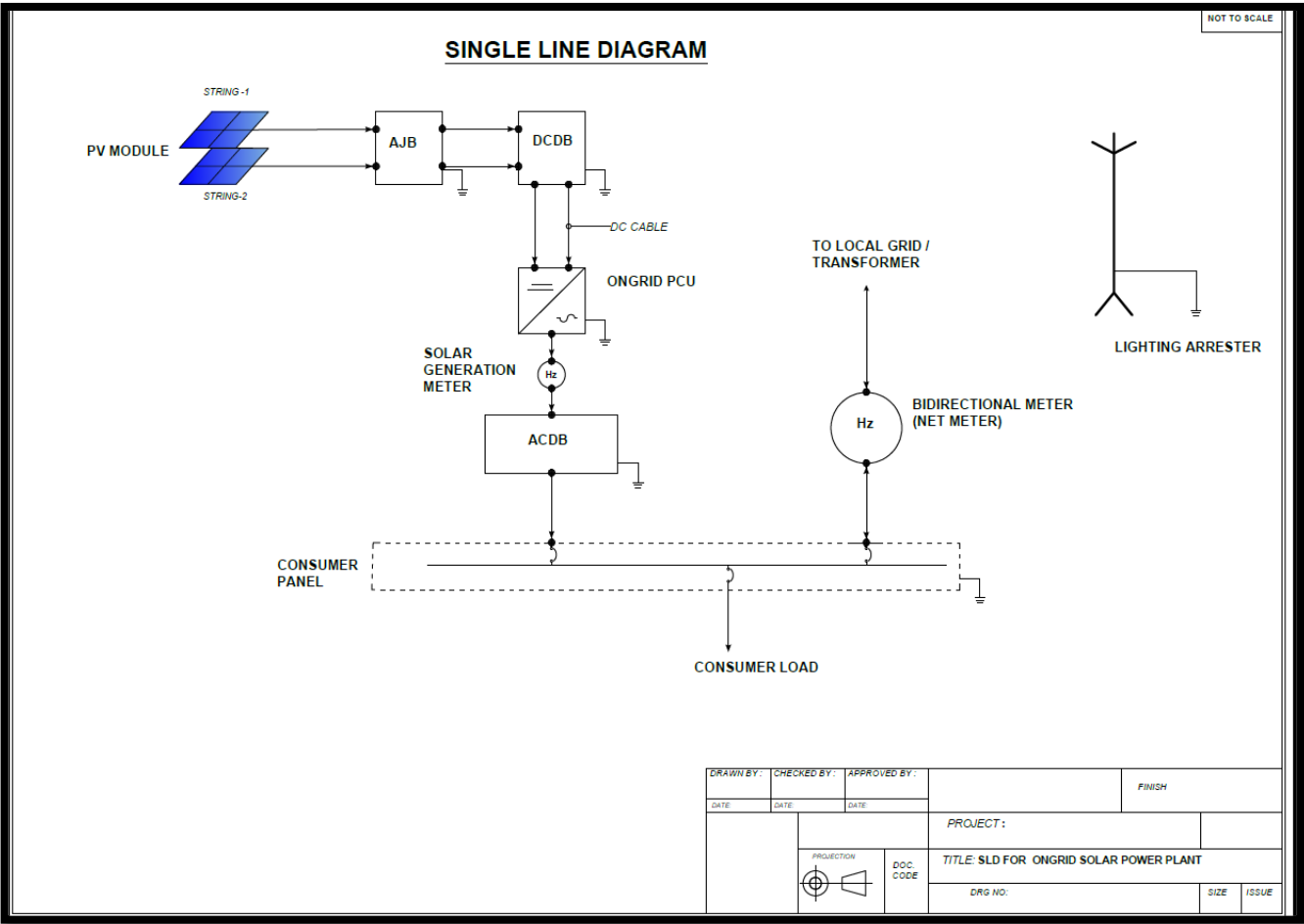
6	Earthing Connection	SPD's earthing terminal should be connected to the dedicated earthing system.
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7.5.1.11. DRAWINGS & MANUALS:

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.

7.5.1.12. NET METER:

The commissioning of Net Meter shall be done as per the prevalent practice abiding the OERC guidelines. The indicative SLD diagram of a typical On-Grid Solar Power Plant is mentioned below:

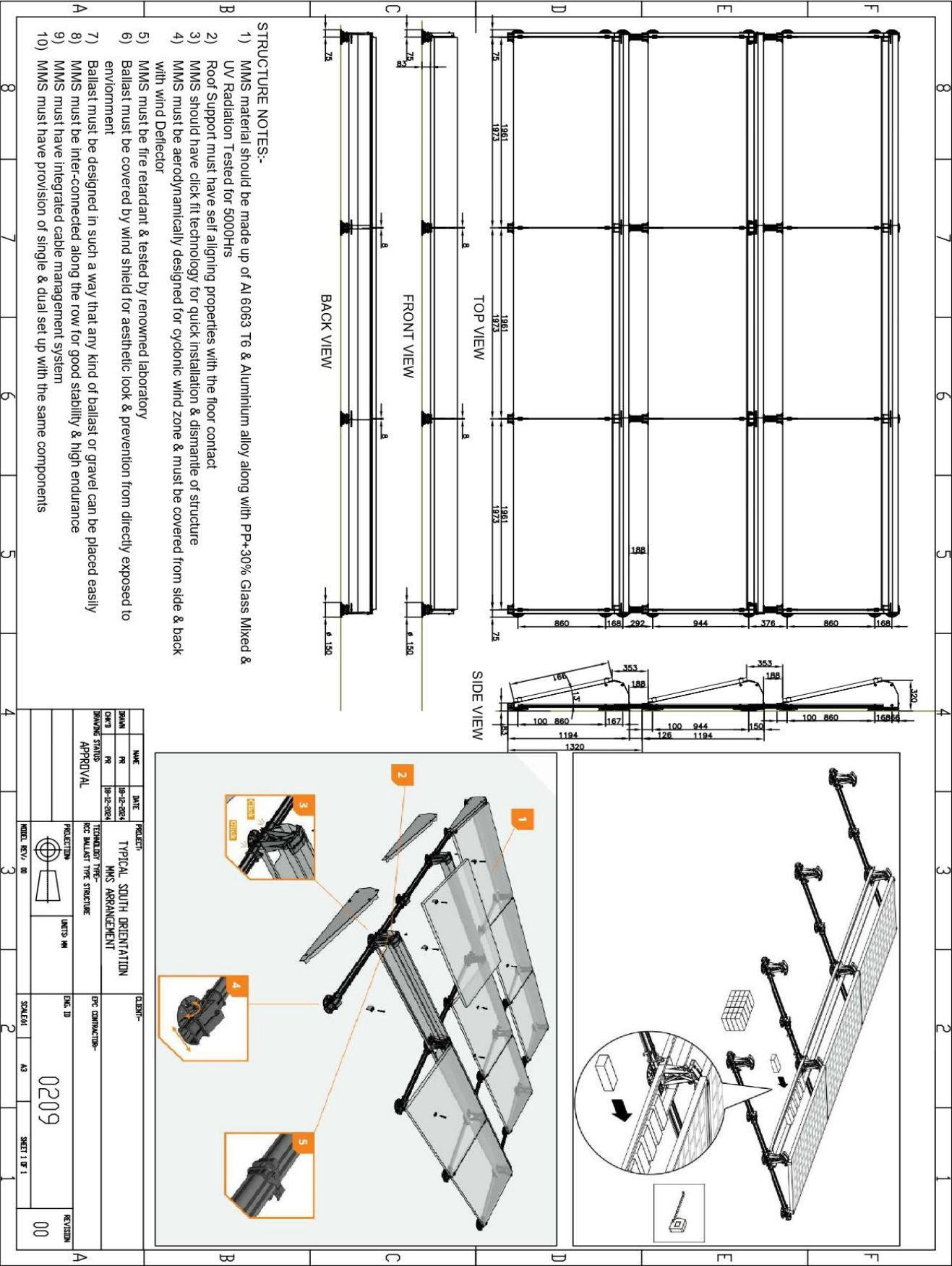


7.5.1.13. GENERATION METER:

Standard generation meter shall be commissioned as per the respective DISCOM/OERC Guidelines.

7.2.1.2 Appendix Form 2 (Indicative design and drawing for projects)

The indicative diagram of module mounting structure is given below:



7.5.2. Appendix Form 2 (Tentative BOM)

7.5.2.1.1.BOM for revival of 40 kW RSPS:

Sl.No	Item Description	Specification	Quantity	Unit	Remarks
1	Solar PV Module	250 Wp	10	Nos	10 nos of found to be disfunctional
2	40 kW Grid-Tied Inverter (GTI)	415V, 50 Hz, 3 Phase	1	Nos	Centralized inverter with inbuilt data logger
3	Module Mounting Structure (MMS)	Hot dip galvanized MS/ Aluminum	As required	NA	Existing MMS found to be in good condition
4	DC Cables	1 core, 4 sq.mm / 6 sq.mm	As required	Meters	
5	AC Cables	50 Sq. mm Armored Al cable	As required	Meters	
6	Earthing Strip / Rods	25 x 3 mm GI STRIP /16 Sq. mm. Al cable	As required	Nos	For AC side, DC side & LA
7	Lightning Arrester	Copper / GI spike/ ESE type	As required	Nos	For surge protection of equipment
8	Surge Protection Devices (SPD)	DC Type I+II, AC Type II	3	Nos	
9	DC Distribution Box	IP65 outdoor	1	Nos	
10	AC Distribution Box	IP65 outdoor	1	Nos	
11	Data Logger / Monitoring System	With sim/WiFi	1	Nos	To monitor generation, alarms, etc.
12	Cable Trays / Conduits	Hot-dip GI / PVC	1	Lot	For routing DC/AC cables safely
13	Warning Sign Boards	As per safety standards	5	Nos	Electrical safety signage
14	BOS (if any)		As required		

7.5.2.1.2 BOM for revival of 2 x 10 kW:

Sl.No	Item Description	Specification	Quantity	Unit	Remarks
1	10 kW Grid-Tied Inverter (GTI)	415V, 50 Hz, 3 Phase	1	Nos	Centralized inverter with inbuilt data logger
2	Module Mounting Structure (MMS)	Hot dip galvanized MS/ Aluminum	As required	NA	Existing MMS found to be in good condition
3	DC Cables	1 core, 4 sq.mm / 6 sq.mm	As required	Meters	
4	AC Cables	16 Sq. mm Armored Al cable	As required	Meters	
5	Earthing Strip / Rods	25 x 3 mm GI STRIP /16 Sq. mm. Al cable	As required	Nos	For AC side, DC side & LA

6	Lightning Arrester	Copper / GI spike/ ESE type	As required	Nos	For surge protection of equipment
7	Surge Protection Devices (SPD)	DC Type I+II, AC Type II	3	Nos	
8	DC Distribution Box	IP65 outdoor	1	Nos	
9	AC Distribution Box	IP65 outdoor	1	Nos	
10	Data Logger / Monitoring System	With sim/WiFi	1	Nos	To monitor generation, alarms, etc.
11	Cable Trays / Conduits	Hot-dip GI / PVC	1	Lot	For routing DC/AC cables safely
12	Warning Sign Boards	As per safety standards	5	Nos	Electrical safety signage
13	BOS (if any)		As required		

7.5.3 Appendix Form 3 (Spares)

The Successful Bidder shall maintain, all the time, the following spares for Solar RSPS as mentioned below:
In case of any non-compliance, OREDA LTD. will take necessary action against the Bidder. Please note that the Spares shall be maintained at the central/ local offices set by the Bidders.

7.5.4. Appendix Form 4

(Project Installation – cum – Handing Over Certificate)

This is to certify that the selected Solar Power Plant Project Developer [insert name of Bidder] has successfully installed ____ nos. of SPV power plant of capacity ____ (kW) at ____ [insert name of beneficiary] of [insert] block at [insert] district of Odisha. The date of installation cum handing over of the ____ (kW) ____ (Mention Type of Power Plant) Solar Power Plant 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:

Sl. No.	Items	Details / Remarks
1.	Name of the Building/Institution	
2.	Address	
3.	Capacity of the SPP	
5.	SPV Module Type, Make and Ratings (Pmax, Voc, Isc, Vmp, Imp, Month/Year of Manufacture etc. to be mentioned for one Solar Panel for Reference)	Note: Serial Number of each module is attached in Annexure – I
6.	Solar Inverter	Make: S.L no: Type: Rating: Month/Year of Manufacture:
7	Lightening Arrester	Quantity:

		Type: Height of the Pole:
8.	Earthing Poles	Quantity: Type: Rating:
9.	Module Mounting Structure	Type: Tilt Angle of Solar Panel: Covering Area in square ft.:
10.	Junction Boxes	Quantity: Type: Make (Name of the Company):
11.	Wires	Type: Make:
12.	Cable Tray	Type:

13.	Display Board	Quantity and Type:
14.	Operating/Training Manuals	Quantity:

Declaration:

The above solar power plant was installed as per the applicable conditions of the work order, guidelines and approved technical specifications. The installation of the above solar power plant is found to be satisfactory.

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of Beneficiary: [insert name]

Designation: [insert designation]

Organization Name:

Seal:

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

OREDA Limited (OREDA)

Seal:

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of bidder: [insert name]

Designation: [insert designation]

Organization Name:

Seal:

7.5.5. **Appendix Form 5**

Joint Commissioning Certificate of Projects

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 capacity of [insert capacity] kW Solar Photovoltaic Power Project 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 power plant is operating successfully.

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

1. Solar Power Plant Project Installation – cum – Handing over certificate (Attached)
2. Solar Power Plant Joint Commissioning Report (Attached)
3. Installation Report as uploaded on CRC (Attached)
4. Warranty certificate of Solar Panel, Inverter, Battery etc. (Attached)

Assistant Director (Technical)

OREDA R.E. – Cell

(Seal with Date)

Joint Commissioning Report – Solar Power Plant 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 Power Plant is _____. (DD/MM/YYYY)

Remark if any:

Reference:

4. NIT no. [insert] dated [DD MMM YYYY]
5. Letter of Intent no. [insert] dated [DD MMM YYYY]
6. 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/Location	
2.	Address	
3	Net- Meter installed date and type (Net – Meter commissioning certificate from DISCOM to be attached)	
4.	Generation Meter	
5.	CMC manual (Schedule of Maintenance / CRC complaint register procedure) Print outs to be submitted by SPP Developer	
6.	Dos & Don'ts in the form of a booklet/Leaflet/Printout (to be submitted by SPP Developer)	
7.	Proof of conducting the training programs for Solar power plant general operation and Maintenance (to be submitted by SPP Developer)	

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

Sl. No.	Test	Result / Remarks
1.	<u>Open Circuit / Close Circuit Test</u> (Current & Voltage Measurements) a) Voc / Open Circuit Voltage (To be measured) (Ex – For individual strings or for SPV Plant) b) Vop / Operating Voltage (Data from inverter or to be measured) c) Iop / Operating Current (Data from inverter or to be measured)	
2.	IV Curve Reports for Solar Panels (to be submitted by SPP Developer)	
3.	Earthing Test Results	
4.	Continuity Test Results	
5.	STAAD PRO Certificate for the Structures (to be submitted by SPP Developer)	
6.	Anti-Islanding Protection Test Report (to be submitted by SPP Developer) (Inverter Test Certificate from OEM)	
7.	Visual Inspection of the SPV Power Plant (Panel Check, Inverter Check, Battery Check, Cable Tray Check, Lightning Arrester Check, Earthing Check, Junction Boxes Check, SPD Check etc.)	Comments by OREDA Inspecting Authority:

Note: Strike off any Serial no. if not applicable to the existing SPP system.

Generation and Net - Meter Reading on the date of Commissioning:

(1 electrical unit = 1 kWhr) (To be filled by Representative OREDA)

Sl. No.	Period/Duration of Measurement (Month or Days)	Generation Meter Reading	Net-Meter Reading
1		IMR: FMR: MC: Units Generated = (FMR – IMR) * MC	IMR: FMR: MC: Units Generated = (FMR – IMR) * MC

*IMR: Initial Meter Reading FMR: Final Meter Reading MC: Meter Constant

Declaration:

The above solar power plant was commissioned as per the applicable guidelines and the tests performed suggest that performance of the above solar power plant 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]

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

7.5.6. Appendix Form 6 (Acceptance Certificate)

Acceptance Certificate of the Rooftop Solar Power Project

TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

5. NIT no. [insert] dated [DD MMM YYYY]
6. Letter of Intent no. [insert] dated [DD MMM YYYY]
7. Work Order no. [insert] dated [DD MMM YYYY]
8. Joint Commissioning Certificate dated [DD MMM YYYY]
9. Any other correspondence, if any:

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has successfully commissioned capacity of [insert capacity] kW Solar Photovoltaic Power Project at [name and address of the beneficiary], [insert block name] block, [insert district name] District in Odisha with respect to the above references and it is operating successfully for a period of ninety (90) Days from the date of the Joint Commissioning Certificate (Ref 4).

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

5. Solar Power Plant Performance Report (Attached)
6. Closure report as uploaded on CRC (Attached)
7. Electricity consumer bill for the above mention period (Attached)

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

7.6.7. Appendix Form 7

Solar Power Plant Performance Certificate

This is to certify that the selected bidder [insert name of Bidder] has successfully installed ____ nos. of SPV power plant of capacity ____ (kW) at ____ [insert name of beneficiary] of [insert] block at [insert] district of Odisha. The date of commissioning of the ____ (kW) ____ (Mention Type of Power Plant) Solar Power Plant is _____. (DD/MM/YYYY)

The Solar Power Plant is operating successfully from the period (DD/MM/YYYY) to (DD/MM/YYYY). The generation report of the above power plant for the above-mentioned period is tabulated below.

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. Commissioning Certificate Date: [DD MMM YYYY] (As mentioned in JCC)

Report:

1. The Monthly Generation Data of the Solar Power Plant is mentioned below (Actual generation) (Generation Meter reading/Inverter Reading/Electric bill):

(The Generation Data is Mentioned for the above-mentioned period in electrical units i.e; 1 units = 1 kWhr)

	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC

Note: Electrical bill of the beneficiary/consumer may be attached for reference for the above-mentioned period for reference.

(Sign with Date & Seal)
Date & Seal)

(Sign with Date & Seal)

(Sign with

Representative of the Beneficiary
of Bidder

Representative of OREDA

Representative

Name:

Name:

Name:

Designation:

Designation:

Designation:

7.5.7. Appendix Form 8 (Scheduled Maintenance):

The periodic Scheduled Maintenance protocol as applicable

S r. N o .	Task	Quarte rly	Semi - annu al	Ann ual	Bi- annu al
1	PV Array				
A	Inspect each PV modules for damage				
B	Observe PV array shading and take corrective measures				
C	Clean array with water and removes debris around the array				
D	Inspect array mounting structure, check for loose fasteners, corrosion, broken/ damaged concrete footings, etc. and take corrective measures, if necessary.				
E	Check the array junction box, all wires and cables to take corrective measures if necessary.				
F	Adjust tilt angle, if necessary				
G	Check array current & voltage. If required each module current, voltage & bypass diode condition.				
H	Check for any loose contacts in the string connection (+ve/-ve MC4 connectors)				
2	PCU(As Applicable)				
A	Check the inverter and/or charge controller for correct settings				
B	Check Inverter capacity and max allowable load using dummy load.				
C	Ventilation fan condition/filter cleaning				
D	Check all the parameters (I/P & O/P) as per Manufacturer datasheet for any Malfunctioning				
3	Protection devices				
A	Check for continuity of lightning arrestor				
B	Check system earthing				
C	Check all SPDs				
D	Check all bypass/ blocking diodes and take corrective measures if necessary.				

7.5.8. Appendix Form 9 (Test Certificates – IEC and IP certifications)

The Test Certificate requirements for RSPS are given below:

Sl. No.	Major Component	Test Certificates Required	Test description	Designated Test Labs
1	Crystalline Silicon Terrestrial PV Modules	IS 14286 / IEC 61215 and IS/IEC 61730)	Design qualification	MNRE/NABL/BIS authorized Test Lab
		IEC 61730	Safety Qualification	MNRE/NABL/BIS authorized Test Lab
		IEC 61701	Salt Mist Corrosion Test	MNRE/NABL/BIS authorized Test Lab
2	Power Conditioning Units (PCU)/ Inverter*	IEC 61683	Efficiency Test	MNRE/NABL/BIS authorized Test Lab
		IEC 60068	Environmental Test	MNRE/NABL/BIS authorized Test Lab
		IEC 62116	Anti-Islanding Protection	MNRE/NABL/BIS authorized Test Lab
		IEC 61727	Grid Interconnection	MNRE/NABL/BIS authorized Test Labs
		IP 21	Ingress Protection for Outdoor/Indoor Enclosure	MNRE/NABL/BIS authorized Test Lab
3	Battery	IEC 61427 / IS 1651/ IS 13369/IS 15549.	Efficiency test and self-discharge test	MNRE/NABL/BIS authorized Test Labs

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

7.7. No claim/ lien certificate

No claim/ lien certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

End of Document