



Request for Proposal (RFP) for Selection of Solar Power Generator (SPG) for Development of Grid-Connected Rooftop Solar Power Projects on Government Buildings under RESCO Model under PM Surya Ghar: Muft Bijli Yojana in the State of Odisha.

E-procurement Website: www.tenderwizard.com/OREDA

RFP No.: [931] dated [27]th [Mar] [2026]

Contact details:

OREDA Limited

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

Phone: (0674) 2588260, 2586398, 2580554, Fax: 2586368

Email: ceoreda@oredaorissa.com. Website: <http://www.oredaorissa.com>

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Notice Inviting Tender (NIT)

NIT No.: [931] dated [27]th [Dec] [2025]

Type of bidding: Domestic Competitive Bidding (DCB)

Mode of bidding: Open bidding, Single stage two envelope, E-bidding, E-Reverse Auction (if applicable)

OREDA Ltd invites Request for Proposal (RFP) for the selection of Solar Power Generators (SPG) for the development of RTS Projects on government buildings under RESCO model in Odisha. The Tripartite Agreement (TPA) shall form an integral part of the RFP.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of RFP on E-procurement Website and OREDA Limited Website	27.02.2026
2.	Due date of submission of pre-bid queries as per the OREDA Limited format	06.03.2026
3.	Date and time of Pre-bid Meeting through virtual mode [link for pre bid meeting]: https://meet.google.com/icy-jjng-ypy	07.03.2026, Time: 04.30 PM
4.	Due date and time for submission of online copies of Bid.	26.03.2026, Time: 5:30 PM
5.	Due date and time for submission of hard copies of Bid.	31.03.2026, Time: 5:30 PM
6.	Due date and time for the opening of Technical Bid	04.04.2026, Time: 4:00 PM
7.	Due date and time for the opening of Financial Bid	08.04.2026, Time: 4:00 PM
8.	Due date and time for the e-reverse Auction	To be intimated later

The RFP providing requisite details about the bidding process shall be made available on the E-procurement Website (<http://www.tenderwizard.com/OREDA>) on or before the due date mentioned above. The RFP will also be made available on the OREDA Ltd Website (<http://www.oredaorissa.com>) for viewing purposes only. The Bidders may contact OREDA Limited's official on +91 9111868247 (Asst. Director, Technical) or write to OREDA Ltd at the email id ceoreda@oredaorissa.com, for any additional information, if needed.

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

Note: OREDA 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, OREDA Ltd

Disclaimer

To whomsoever it may concern, kindly note the following:

1. This RFP is meant for the exclusive purpose of bidding against this [] dated [01]st [DEC] [2025] and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
2. Though adequate care has been taken to prepare this RFP, the Bidder shall satisfy itself that the RFP 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 RFP 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 RFP 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 RFP has been prepared in good faith, neither OREDA Ltd nor OREDA Limited'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 RFP, even if any loss or damage is caused by any act or omission on OREDA limited'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
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Affiliate	:	shall mean a company that, directly or indirectly, <ul style="list-style-type: none">• controls, or• is controlled by, or• is under common control with, a company developing a Project or a Member in a Consortium/ JV developing a Project; and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company
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 RFP hereto, the standard set forth in this RFP here to, shall be deemed to be the standards under Applicable Laws
Appropriate Discom	:	shall mean the Discom having the substation located within the jurisdiction of project sites with whom the beneficiary has taken an electrical connection. The name of the Discoms in Odisha are given below: <ul style="list-style-type: none">• Tata Power Central Odisha Distribution Limited (TPCODL)• Tata Power Western Odisha Distribution Limited (TPWODL)• Tata Power Southern Odisha Distribution Limited (TPSODL)• Tata Power Western Odisha Distribution Limited (TPNODL)
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
BDS	:	shall mean Bid Data Sheet
Beneficiary/ Beneficiary Department/ Procurer	:	shall have the meaning of the procurer of solar energy generated from RTS plants with whom the SPG signs the Tripartite Agreement
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
Bidder	:	the 'Solar Power Developer' setting up the RTS Solar Power Project in the premises of different beneficiaries
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
"COD" or "Commercial Operation Date"	:	shall mean actual commercial operation date of the Project
Coercive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Collusive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Consortium/ Joint Venture (JV)	:	shall mean a group of two (2) or more Entities who will submit their Bid under this RFP
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

Definitions and abbreviation	:	Description
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
Developer or Solar Power Developer or Solar Power Generator (SPG)	:	shall mean <ul style="list-style-type: none"> • company registered under The Indian Companies Act, 1956/ 2013; or • partnership firm registered under The Indian Partnership Act, 1932; or • sole proprietorship firm under the relevant laws in India; setting up the solar pv project in the premises of different beneficiaries
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the effective date as mentioned in the TPA
Entity	:	shall mean the entity incorporated under the relevant acts in India (as applicable) and can be either a company or a partnership firm or a sole proprietorship firm
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean www.tenderwizard.com/OREDA
Equipment	:	shall mean the solar photovoltaic modules, inverters, transformers, transmission lines, etc. used in developing the Project
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Government	:	shall mean Government of India or Government of Odisha, as applicable
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 in AC terms
kWp	:	shall mean kilo Watt peak in DC terms
Lead Member	:	shall mean the lead member of the Consortium/ JV, who has more than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as the lead member of the Consortium/ JV by the Other Members of the Consortium/ JV to represent them in the Bid, as per the terms of the RFP
Letter of Award or LoA	:	shall have the meaning ascribed to it in ITB Clause 1.6.3.1
Month	:	shall mean a calendar month
NIT	:	shall mean Notice Inviting Tender
Notified Capacity	:	shall mean the notified capacity as mentioned in Annexure Clause 5.7
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OREDA Ltd.	:	shall mean Odisha Renewable Energy Development Agency
OREDA Website	:	shall mean http://oredaodisha.com/
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean ceoreda@oredaorissa.com
Other Members	:	shall mean the other member(s) of the Consortium/ JV, who have less than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as Other Members of the Consortium/ JV that will support the Lead Member of the Consortium/ JV to represent them in the Bid
Parent	:	shall mean a company, which holds not less fifty-one percent (51%) equity either directly or indirectly in the SPG developing the Project
PKI	:	shall mean Public Key Infrastructure
TPA	:	shall mean a Tripartite Agreement and shall have the meaning ascribed to it in ITB Clause 1.6 and enclosed in Annexure Clause Error! Reference source not found.
Discovered Tariff	:	shall mean the levelized tariff of INR per kWh as discovered by competitive bidding

Definitions and abbreviation	:	Description
Project	:	shall mean the solar photovoltaic power project to be developed by the SPG, including the metering infrastructure for interconnecting with the grid
Project Site	:	shall mean the roof/ land on which the SPG will develop the Project
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 projects 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
RFP	:	shall mean Request for Proposal
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work
Successful Bidder	:	shall mean the Bidder to whom OREDA Ltd will issue the LoA
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
Ultimate Parent	:	shall mean a company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates
UTR	:	shall mean Unique Transaction Reference number
Year	:	shall mean the calendar year

Interpretation

In the Bidding Document, except where the context requires otherwise:

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

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1. *Instruction to Bidders (ITB)*

Section 1 (ITB) provides a general overview and contents of RFP along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of letter of intent, and execution of Tripartite Agreement (TPA), 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 RFP**

- 1.1.1.1. In connection with the NIT, OREDA Ltd issues this RFP containing all the terms and conditions mentioned herein.
- 1.1.1.2. The RFP, 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. In addition, OREDA Ltd has enclosed the Tripartite Agreement (TPA) that forms an integral part of this RFP. Such a Bidding Document shall be published on the E-procurement Website. Such a Bidding Document shall also be uploaded on OREDA Ltd Website, but only for viewing purposes.
- 1.1.1.3. The detailed SOW, including the associated NIT no., RFP 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 the actions of other Party improperly;
 - 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 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 whistleblowers 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 RFP

1.2.1. Sections of the RFP

- 1.2.1.1. The RFP 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 - Annexure
- 1.2.1.2. OREDA Ltd is not responsible for the completeness of the Bidding Document if they were not obtained directly from the 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 RFP, Site Visit, and Pre-Bid Meeting

- 1.2.2.1. Prospective Bidders requiring any clarification on the RFP shall contact OREDA Ltd's official on +91 9111868247 (Asst. Director, Technical) and also write to OREDA Ltd's Official Email Id ceoreda@oredaorissa.com, before 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 5.3.
- 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 is to clarify issues and prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. OREDA Ltd may respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.

1.2.2.3. The Clarification against the queries raised, without identifying the source of the prospective Bidder, may be uploaded on the E-procurement Website and OREDA Ltd Website. Any modification to the RFP 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 the 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 necessary for the preparation of the Bids at their end. 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 visiting Project Site for such visit if applicable, 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 visit to the Project Site.

1.2.3. Addendum, Corrigendum, and Clarification to the RFP

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 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 RFP 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 RFP 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 and 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 the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4, respectively, as per all the Bidding Document's terms and conditions. In addition, the 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 (Covering Letter of Technical Bid)	<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.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 1 of Section 5 (Annexure).</p>
Bid Form 2 (Summary of the Technical Bid)	<p>Copy of the “Summary of the Technical Bid” duly signed by the Authorized Signatory and stamped by the Bidder along with the required attachments as given therein.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p>
Bid Form 3 (Power of Attorney)	<p>Copy of the “Power of Attorney” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit their Power of Attorney issued by their respective Companies.</p> <p>This is a mandatory submission for all the Bidders.</p>
Bid Form 4 (Financial Qualification)	<p>Copy of the “Financial Qualification” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification as given in QR Clause 4.3.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for the Bidder participating as a Developer only and shall be submitted as per the requirements given in Bid Form 4 of Section 5 (Annexure).</p>
Bid Form 5 (Compliance with the MNRE technical standards)	<p>Copy of the declaration for the “Compliance with the MNRE technical standards” for the Equipment as mentioned in QR Clause 4.2.1.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 5 of Section 5 (Annexure).</p>
Bid Form 6 (Self-certificate)	<p>Copy of the declaration of the “Self-certificate” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein as given in QR Clause 4.1.2.</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 6 of Section 5 (Annexure).</p>
Bid Form 7 (Undertaking for Indigenesness)	<p>Copy of the “Undertaking for Indigenesness” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use all the Equipment in this Project are indigenes and Made in India, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India including ALMM as revised from time to time</p>

Bid Form	Particulars
	<p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 7 of Section 5 (Annexure).</p>
Bid Form 8 (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>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 8 of Section 5 (Annexure).</p>
Bid Form 9 (Quality Assurance)	<p>Copy of the declaration of “Quality Assurance” of the Bidder as given in QR Clause Error! Reference source not found.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for the Bidder participating as a Developer only and shall be submitted as per the requirements given in Bid Form 9 of Section 5 (Annexure).</p>

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

Bid Form	Particulars
Bid Form 2 (Application Fee)	<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 “Application Fee” issued in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar, Odisha. In case of an online transfer using RTGS/ NEFT, the original hard copy is required to be submitted.</p> <p>This shall be a non-refundable fee. This shall be payable by all the Bidders.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p>
Bid Form 2 (Bid Security)	<p>Original of the “Demand Draft” or “Fixed Deposit Receipt” or “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”. In case of an online transfer using RTGS/ NEFT, the original hard copy is required to be submitted.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in the absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar, Odisha, with an expiry date and a claim date mentioned in Section 2 (BDS). Format is provided in Annexure 5.5</p> <p>This shall be payable by all the Bidders.</p>

Bid Form	Particulars
	<p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p>

1.3.3.4. The online submission of the Price Bid shall comprise the following :

Bid Form	Particulars
Bid Form 11 (Price Bid)	<p>Copy of the “Price Bid” duly filled by the Bidder as per the Microsoft excel based format.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission and shall be submitted in Microsoft Excel (xls. or .xlsx) format only as per the sample format given in Bid Form 11 of Section 5 (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 ITB Clause 1.3.3.4. **For example, the name of the online copy while uploading Form 1 shall be “Bid Form 1 (Covering Letter of Technical Bid)”** to be submitted either in .pdf or .jpg, or .jpeg format.

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

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

1.3.4. Bid Prices

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

1.3.4.2. Bidders may quote tariff for a **minimum of one district and a maximum of thirty (30) districts. The financial bid shall be submitted on a district-wise basis (for the full capacity of the respective district as specified in Clause 5.7), with the bidder quoting a tariff (₹/kWh) separately for each district for which they intend to participate.**

1.3.4.3. In the Price Bid, the Bidders will quote the Tariff for the Project fixed for the entire PPA duration district wise.

1.3.4.4. **The price bid shall be submitted for the total cumulative feasible capacity available on Government buildings within the district. Bids for partial capacity shall not be entertained and will be summarily rejected.**

1.3.4.5. Any additional feasible project capacity identified in the respective district shall be intimated through appropriate office orders.

1.3.4.6. The Bidder quoting the lowest Tariff, while meeting all technical, financial eligibility and Bid security amount, shall be declared the Selected Bidder for the district.

1.3.4.7. The Bidder shall be responsible for bringing all Equipment to be used in this Project at the Project Site and maintain it in their safe custody as per the terms and conditions of the RFP.

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 specified in Section 2 (BDS) from 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.
- 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 2 pursuant to ITB Clause 1.3.3.2.
- 1.3.7.2. Unless otherwise specified in Section 2 (BDS), any Bid not accompanied by a fully compliant Bid Security in case one is required in accordance with ITB Clause 1.3.7.1 shall be liable for rejection by OREDA Ltd as a 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 may be returned within a time period of sixty (60) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.5.
- 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 may be returned within a time period of sixty (60) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.5.
- 1.3.7.5. The Bid Security received against the previous RFPs shall not be adjusted towards the Bid Security to be submitted against this RFP.
- 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. sign the TPA pursuant to ITB Clause 1.6;
 - ii. furnish the Performance Security pursuant to ITB Clause 1.6.3.5; 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 Bidding 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 initialed 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 online to OREDA Ltd through E-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum. The hard copies of the Bids must be submitted at OREDA Ltd's Office Address 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 shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 1.4.2. Any Bid (either online or offline) received by OREDA after the deadline for submission of Bids shall be declared as a late Bid. Such late Bids shall be liable for rejection online, and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hardcopies 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 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 Bid and the expiration of Bid validity period specified by the Bidder on the Covering Letters of Technical Bid and Price Bid or any extension thereof as per the terms of Bidding Document.
- 1.4.4.3. Bidder may modify or withdraw their Bids through the relevant provisions on the E-procurement Website until the last date for submission of Bid as per the timelines mentioned in the NIT or any Corrigendum.
- 1.4.4.4. The Bidders may modify, resubmit, or withdraw their Bids as per the provisions given on the E-procurement Website.
- 1.4.4.5. In the case of original hard copies of the Bidder, such Bids will be considered based on the latest submission made by the Bidder. In such a case, any previous original hard copies shall be returned unopened to the Bidder.

1.4.5. Acceptance/ rejection of the Bids

- 1.4.5.1. The Bids submitted by the Bidders shall be liable for rejection in case
 - a) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online 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. Technical 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 representatives who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.
- 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.

1.5. 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 signing of TPA, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the signing of TPA 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 to evaluate the Bids or signing of TPA 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 signing of TPA, 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 clarify 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 hardcopy submission have been provided 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 RFP, 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 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 examining 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. Online Price Bid opening

- 1.5.6.1. The Price Bids shall be opened online after completing the Technical Bids' evaluation by OREDA Ltd for all the responsive Bidders. OREDA Ltd shall open the online Price Bids on the E-procurement Website without disclosing the Bidders' name on the public domain. It shall be the responsibility of OREDA Ltd to keep the Bidders' name confidential for the Bids received against each project group as per the list provided in Annexure Clause 5.7
- 1.5.6.2. The Price Bids will be evaluated based on the Bidders' quoted tariff for each district as per clause 1.5.8. OREDA Ltd shall check the Price Bids' completeness as per the RFP instructions and the Price Bid specifically.
- 1.5.6.3. The selection of Successful Bidder, under this RFP, shall be as per ITB Clause 0.

1.5.7. Online E-Reverse Auction

- 1.5.7.1. Pursuant to ITB Clause **Error! Reference source not found.**, the lowest quoted tariff of the districts will be the ceiling tariff at the start of the E-Reverse Auction process. The Bidders shortlisted for the E-Reverse Auction can reduce their tariffs less than the tariff quoted in price bids to arrive at the TPA Tariff.
- 1.5.7.2. OREDA will publish the schedule (date and time) to conduct the E-Reverse Auction at least twenty-four (24) hours before the event. It shall be the Bidders' responsibility to track the notices on E-Reverse Auction on OREDA Website and E-Procurement Website. In no case, OREDA shall be responsible in case the Bidder misses out on seeing any notices on E-Reverse Auction.
- 1.5.7.3. A separate reverse auction shall be conducted for each District against the respective Price Bids received. The lowest quoted price among the technically qualified bidders for that District shall be considered as the ceiling price for the purpose of conducting the reverse auction.
- 1.5.7.4. The shortlisted Bidders for E-Reverse Auction will be able to login into the E-procurement Website fifteen (15) minutes before the start time of the E-Reverse Auction.
 - a) The 'initial auction period' will be for a period of thirty (30) minutes.
 - b) An auto extension shall be made for another eight (8) minutes from the 'scheduled closing time of the initial auction period' if any Bidder quotes a tariff less than the lowest tariff in the auction floor during the last eight (8) minutes of the 'initial auction period'.
 - c) The auto extension of eight (8) minutes will be termed as 'auto extended auction period'.

- i. For each district, any Bidder quotes a tariff less than the lowest tariff in the auction floor during the 'auto extended auction period', then a new auto extension shall be made for eight (8) minutes from the 'scheduled closing time of the extended auction period' and so on.
 - ii. For each district, if any Bidder does not quote a tariff less than the lowest tariff in the auction floor during the 'auto extended auction period', then the E-Reverse Auction process will get automatically closed.
- d) The minimum decrement value for tariff shall be in the multiples of Paisa 10 per kWh.
 - e) The Bidders can only quote any value lower than the lowest tariff quoted by any Bidder in a district tariff. However, at any stage, a Bidder cannot increase its tariff or match the lowest tariff. The Bidders can quote a valid bid by quoting a tariff lower than the lowest tariff quoted by any Bidders on a real-time basis on the auction floor.
 - f) The Bidder shall not have the option of changing the Project capacity or district while quoting the tariff during E-Reverse Auction.**

1.5.8. Ranking of Bidders and Preparation of List of Successful Bidders

Upon completion of the online e-Reverse Auction (or in cases where the Reverse Auction is not conducted), the bidders shall be ranked in ascending order of their final discovered price for the respective District.

The list of Successful Bidders shall be prepared based on such ranking, subject to compliance with the eligibility criteria, bid conditions, and fulfillment of the total cumulative feasible capacity of the District.

1.5.8.1. Bidders may submit tariff quotes for one or more districts along with Qualification related documents as defined in the RfP.

1.5.8.2. Two Buckets shall be created for each Qualified Bidder, based on their Technical and financial eligibility and bid security as submitted in their bid

- a) A bidder eligible from the technical and financial eligibility details, evidenced through the document submitted by them, and the equivalent kW Capacity they can Qualify based on eligibility requirement specified in this RFP.
- b) A "bid security buckets" shall have Bidder wise details of the bid security amount submitted by them, and the equivalent kW Capacity they can Qualify based on bid security requirement specified in this RFP.
- c) The kW capacity corresponding to the lower of the two evaluated buckets shall determine the maximum capacity that may be awarded to the Bidder, provided that the eligible and awarded capacity shall not, in any case, be less than the full capacity of at least one district.

Illustrative Table showing buckets is provided below

Bidder	Bid security submitted (in Rs.)	Equivalent Capacity in kW	Technical and Financial Capacity evidenced by the submitted document (in Rs.)	Equivalent Capacity in kW	Lowest of (3) and (5) in kW
(1)	(2)	(3)	(4)	(5)	(6)
B1	10,00,000	2,000	90,00,000	900	900
B2	10,50,000	2,100	1,20,00,000	1,200	1,200
B3	6,75,000	1,350	1,35,00,000	1,350	1,350
B4	5,00,000	1,000	1,15,00,000	1,150	1,000

1.5.8.3. OREDA shall prepare the final list of Successful Bidders for each District.

1.5.9. Ranking of Bidder and preparation of list for selecting Successful Bidders when no bidder has changed their quoted tariffs during reverse auction

1.5.9.1. The list containing the ranking of the Bidders for each district will be prepared based on the following principle:

- a) The Bidders will be evaluated as per 1.5.8.2 for the tariffs quoted in the Price Bid as per Bid Form 11.

1.5.9.2. OREDA Ltd shall prepare the final list of Successful Bidders for each District.

1.5.10. Selection of Successful Bidders and allocation of capacity

1.5.10.1. OREDA Ltd has provisioned for allocation of approximate 66 MW under the RFP. But this capacity may differ as per the provisions of Clause 3.2.1.2.

1.5.10.2. Qualified Bidders quoting tariff for respective Districts shall be arranged in a matrix (Refer to Step 1 of the illustration). Tariffs quoted by the Bidders would remain valid up to 6 months from date of opening of Financial Bid.

1.5.10.3. Least tariff Quoted by the Bidder among all districts shall be considered as Universal Lowest Tariff UL1.

1.5.10.4. A matrix shall be created with UL1 tariff at the Top and subsequent higher tariff stacked below to it and so on for all tariff Quoted by all Qualified Bidders (refer Step 2 of the illustration provided in subsequent section).

1.5.10.5. If same tariff is quoted by more than two bidders for the same or different districts then Bidder with highest eligible net worth, as per Clause 1.5.8.2, shall be stacked first. In case of further tie, decision will be taken from draw of lots.

1.5.10.6. In the adjacent column to the Tariff stack, name of corresponding District for which the Tariff has been Quoted and the name of the corresponding Bidder that has Quoted such Tariff shall be populated

1.5.10.7. Allocation of districts shall begin from the lowest of all L1 rates i.e. Universal L-1 (UL1) Bidder (i.e., the bidder who has quoted the lowest tariff across all districts). From the table created as per Clause 1.5.8.2 eligible Capacity for allotment shall be checked for the Bidder quoted UL1 Tariff. If the eligible Capacity of Bidder is more than the corresponding Project Capacity of District, then such District shall be allotted to the Bidder and shall be declared as Successful Bidder for that district. (refer Step 3 of the illustration provided in subsequent section).

For clarification:

(i) In case a Bidder has quoted UL1 Tariff in multiple Districts then District with highest Project Capacity shall be allotted first, provided Bidder is meeting the requirements as defined under Clause 1.5.10.5 of the RfP.

(ii) In case a Multiple Bidder has quoted UL1 Tariff in same or multiple Districts then stacking shall be done as per Clause 1.5.10.5 above.

1.5.10.8. Subsequently, next District in sequence, with available lowest Tariff (i.e. Tariff more than UL1 Tariff but lower than the rest of the tariff available in the tariff stack) shall be considered for awarding the District. Corresponding Bidder quoting lowest Tariff, as mentioned above, shall be declared as Successful Bidder for awarded District. Provided, such Bidder is meeting the requirements as defined under Clause 1.5.8 of the RfP

1.5.10.9. The Successful Bidder(s) will be awarded the capacity at TPA Tariff equal to the lowest tariff discovered at the end of the E-Reverse Auction for each project group as per Clause **Error! Reference source not found.**

1.5.10.10. When no bidder has changed their quoted tariff during the reverse auction in a district, the Successful Bidder(s) will be awarded the capacity at TPA Tariff equal to the lowest Quoted Tariff in the Price Bid as per Bid Form 11 for that District.

1.5.10.11. At instance where the eligible Capacity of Bidder, quoting least tariff in the Tariff stack at that moment, is exhausted then such tariff and Bidder shall be skipped in the stack. The same process check is applied at each instance till Bidder having sufficient eligible Capacity has been identified. The same process shall be repeated until all Districts are allotted.

Illustrative Tables showing process flow for evaluation, as mentioned in Clause 1.5 above, is provided below:

Case A: UL1 Tariff quoted by single Bidder

Step 1: Arranging of Bidder wise and District Wise Tariff

	D1	D2	D3	D4	D5
B1	3.08	3.04	3.05	3.11	3.08
B2	3.01	3.03	3.05	3.06	3.12
B3	3.09	2.99	3.05	3.02	3.02
B4	3.01	3.03	3.05	3.07	3.09
<i>B_n=nth Bidder, D_n = nth District</i>					
	Universal Lowest Tariff		L1 Tariff of D _n District		

Step 2: Stacking of Tariff in ascending order

Tariff	District	Bidder
2.99	D2	B3
3.01	D1	B2
3.01	D1	B4
3.02	D4	B3
3.02	D5	B3
3.03	D2	B2
3.03	D2	B4
3.04	D2	B1
3.05	D3	B3
3.05	D3	B2
3.05	D3	B4
3.05	D3	B1
3.06	D4	B2
3.07	D4	B4
3.08	D1	B1
3.08	D5	B1
3.09	D1	B3
3.09	D5	B4
3.11	D4	B1
3.12	D5	B2

Step 3: Allotment of Districts

Lowest Tariff	Corresponding District	Bidder	Selected	Remark/ Explanation for not awarding the District to B _n despite being lowest Bidder for D _n District
2.99	D2	B3	Yes	Allotted at UL1 Tariff

3.01	D1	B2	Yes	Rs. 3.01 is the next lowest rate available after best tariff for which District was awarded earlier. Since, there is a tie in quoted rate, criteria of highest net worth will be checked, as per 1.5.10.5 As B2 is stacked above B4 as per Clause 1.5.10.5 and B2 is meeting all other RFP conditions, D1 will be allotted to B2.
3.01	D1	B4	No	D1 is already allotted to B2
3.02	D4	B3	Yes	Rs. 3.02 is the lowest rate available in this instance. B3 is meeting all other RFP conditions, D4 will be allotted to B3.
3.02	D5	B3	No	Sum of capacities of D2 and D4 (already allotted capacity) and D5 (in which B3 is currently L1) is more than the lowest Capacity determined under Clause 1.5.8.2 above. Hence D5 will not be allotted to B3
3.03	D2	B2	No	D2 is already allotted to B3
3.03	D2	B4	No	D2 is already allotted to B3
3.04	D2	B1	No	D2 is already allotted to B3
3.05	D3	B3	No	Sum of capacities of D2 and D4 (already allotted capacity) and D3 (in which B3 is currently L1) is more than the lowest Capacity determined under Clause 1.5.8.2 above. Hence D3 will not be allotted to B3
3.05	D3	B2	Yes	Rs. 3.05 is the lowest rate available in this instance. B2 is meeting all other RFP conditions, D3 will be allotted to B2.
3.05	D3	B4	No	D3 is already allotted to B2
3.05	D3	B1	No	D3 is already allotted to B2
3.06	D4	B2	No	D4 is already allotted to B3
3.07	D4	B4	No	D4 is already allotted to B3

3.08	D5	B1	Yes	Rs. 3.08 is the lowest rate available in this instance. B1 is meeting all other RFP conditions, D5 will be allotted to B1.
3.08	D5	B1	No	D5 is already allotted to B1
3.09	D1	B3	No	D1 is already allotted to B2
3.09	D5	B4	No	D5 is already allotted to B1
3.11	D4	B1	No	D4 is already allotted to B3
3.12	D5	B2	No	D5 is already allotted to B1

1.5.10.12. Work allocation to successful bidder(s), as applicable and necessary :

- Successful Bidder quoting lowest Tariff in a district. 100% of capacity under concerned district shall be awarded to such successful bidder.

1.5.10.4. If the successful bidder in a particular district is unable (or refuses) to implement the project, 100% of capacity under concerned project group shall be awarded to the next bidder as per the ranking list prepared, provided that he matches the L1 tariff of the district.

1.5.11. OREDA Ltd's right to accept any Bid, and to reject any or all Bids

1.5.11.1. 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 signing of TPA, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation.

1.6. Signing of Tripartite Agreement

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. Minimum Paid Up Share Capital to be Held by Project Promoter

1.6.2.1. No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the TPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

- Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of TPA), insolvent, insane of existing shareholders.
- Transfer of shares within the members of Immediate Promoter Group only.
- Transfer of shares to IEPF.

vi. Issue of Bonus Shares

- 1.6.2.2. In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the TPA, shall not fall below 51% at any time prior to three (3) years after the COD. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the TPA, shall not fall below 51% at any time prior to three (3) years after COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 1.6.2.3. In case of the selected Bidder itself executing the TPA, it shall ensure that its promoters shall not exceed control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till three (3) years after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable
- 1.6.2.4. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of three (3) years after COD.
- 1.6.2.5. Any change in the shareholding after the expiry of three (3) years after COD can be undertaken under intimation to OREDA Ltd and the beneficiary.

1.6.3. Issue of LoA

- 1.6.3.1. 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 and issue a **Letter of Award (LoA)**. 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.
- 1.6.3.2. OREDA Ltd shall issue an execution version of the TPA to the Bidder eligible to sign a TPA with OREDA Ltd and beneficiary and is responsive to the Bidding Document.
- 1.6.3.3. The Successful Bidder(s) shall execute separate TPAs with the authorized representative of the Government on behalf of each respective Department, in accordance with the quantum of capacity allocated to them based on the feasible capacity.
- 1.6.3.4. Upon receiving the execution version of the TPA, the Successful Bidder shall fulfill all other requirements given under the LoA and submit the below mentioned critical documents within a maximum time period as mentioned in the below table from the date of issue of LoA 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	Timelines (Days)
1.	Acceptance to the LoA and timely execution of the TPA along with other critical documents stamped with an official seal, date, and its official submission in original	Within seven (7) Days
2.	Shall carry out detailed comprehensive site survey, access the available capacity at the concerned distribution transformer and analyze last twenty-four (24) Months of electricity bills received from procurer and submit a complete assessment report. Based on the assessment report of the successful bidder OREDA Ltd can revise the project capacity by taking consent from the beneficiary entities. And OREDA shall inform the revised capacity details to the successful bidder within 7 working days by issuing a formal letter.	Within thirty (30) Days
3.	Signing of TPA between the SPG , OREDA Ltd and the beneficiary. The TPA will be executed through three (3) originals, of which bidder will retain one original and hand over the other original to OREDA Ltd the beneficiary. In case the Bidder does not attend or misses in signing the TPA as per the schedule, then such Bids shall be liable for rejection with the forfeiture of the Bid Security.	Within sixty (60) Days, as per the schedule to be communicated by OREDA Ltd
4.	Submission of Performance Security as per ITB Clause 1.6.3.5	

Sl. No	Critical documents	Timelines (Days)
5.	Submission of a Detailed Workplan in line with the Timelines mentioned in the Bidding Document for the implementation of the Project	Within sixty (60) Days and before the signing of TPA
6.	Submission of a Project Site survey technical report after visiting the designated Project Site	
7.	Contact information of various OEMs for the solar photovoltaic module, inverter, and balance of systems for the implementation of the Project (as applicable for Developers)	
8.	Single line diagram of the Project	
9.	Detailed drawings and designs of the Project	
10.	Design document of the module mounting structure and pole mounting structure of the Project along with a STAD pro analysis report as a part of the mandatory submission to sustain a wind speed of 200-250 km per hour for the module mounting structures	
11.	In case of a Consortium/ JV, the Consortium/ JV Agreement shall be submitted as per the format given under Annexure Clause 5.5	

In case of a Consortium/ JV, It can be noted that a new SPV shall be formed by the members of the Consortium/ JV mandatorily for developing the Project under The Companies Act, 2013. The Successful Bidder shall submit the registration certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA. Further, the Bidder shall submit the PAN and GST certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA.

1.6.3.5. Failure of the Successful Bidder to complete all the formalities mentioned in the LoA pursuant to ITB Clause 1.6.3.4 shall constitute sufficient grounds for the annulment of the execution of TPA and forfeiture of the Bid Security.

1.6.4. Performance Security

1.6.4.1. Within sixty (60) Days of the receipt of the LoA from OREDA Ltd as per ITB Clause 1.6.3.1, the Successful Bidder shall furnish the Performance Security as per the format enclosed in the indicative TPA. In case of a Consortium/ JV, the Lead Member of the Consortium/ JV shall submit this Performance Security.

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

1.6.4.3. 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).

2. Bid Data Sheet (BDS)

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

2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause
2.1.1.	ITB Clause 1.1.1.3	<p>Name of the Project: Selection of Solar Power Generators (SPG) for the development of RTS Projects on government buildings under RESCO model in Odisha</p> <p>NIT No.: [931] dated [27]th [MAR] [2027]</p> <p>RFP No.: [931] dated [27]st [MAR] [2025]</p>
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online mode based on the meeting access details given in the NIT or any Corrigendum.
2.1.3.	ITB Clause 1.3.3.2	<p>The Bidder shall furnish, as part of its Qualification Proposal, a bid security for an amount equal to INR 500 (Indian Rupees Five Hundred Only) per kW or part thereof. The Bidder shall submit a single bid security for all the Projects for which Bidder is bidding.</p> <p>In any case, bid security shall not be less than INR [X*500] i.e. the lowest Project capacity [X kW] among the Districts (where X kW is the project capacity, lowest among all 30 districts), otherwise such bid shall not be evaluated considering it as non-responsive bid.</p> <p>Clarifications:</p> <p>1. Bid security for Fractional Capacity If the project capacity is not a whole number, bid security must be paid for the next higher whole kW. Example: For 11.2 kW, bid security must be paid for 12 kW (₹6,000).</p> <p>2. Bid security based on Desired Allotment Capacity The bidder must submit bid security for the total capacity they want to be allotted (single or multiple districts).</p> <ul style="list-style-type: none"> Bidders may submit bids for one or more Districts; however, for each District, the bid must be for the total cumulative capacity of that District. In case a bidder submits a bid for partial capacity of any District, such bid shall be rejected. However, allotment will be limited to the capacity for which bid security is submitted. <p><i>Example:</i> If a bidder wants 500 kW (in one or multiple districts), they must submit bid security of ₹2,50,000. They may still quote for 2000 kW across 25 districts, but allotment will be limited to 500 kW.</p> <p>3. Allotment Based on L-1 Status and bid security Limit Project allotment depends on tariff evaluation (L-1 status). If a bidder becomes L-1 in multiple districts, allotment will be restricted to the capacity covered by the submitted bid security.</p> <p><i>Examples:</i></p> <ul style="list-style-type: none"> If bid security is submitted for 500 kW: <ul style="list-style-type: none"> If L-1 districts total 450 kW → 450 kW will be allotted.

BDS Clause reference	ITB Clause reference	Detailed Clause												
		<ul style="list-style-type: none"> ○ If L-1 districts total 520 kW → only districts up to 500 kW will be allotted (e.g., 450 kW). • If L-1 districts total 490 kW → all 490 kW will be allotted (since within 500 kW bid security limit). <table border="1" data-bbox="565 405 1409 884"> <thead> <tr> <th data-bbox="565 405 719 489">Particulars (District Wise)</th> <th data-bbox="724 405 995 489">Bid Security</th> <th data-bbox="1000 405 1203 489">Cost of Bid</th> <th data-bbox="1208 405 1409 489">Bid Processing Fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="565 495 719 594">Districts Selected by SPG</td> <td data-bbox="724 495 995 594">As per BDS Clause Reference No. 2.1.3</td> <td data-bbox="1000 495 1203 594">10,500 INR + GST 18%</td> <td data-bbox="1208 495 1409 594">5000 INR + GST 18%</td> </tr> <tr> <td data-bbox="565 600 719 884">Mode of submission</td> <td data-bbox="724 600 995 884">1. Bank Guarantee (Format is provided in Annexure 5.5), or 2. Demand Draft, or 3. Online transfer using RTGS/ NEFT</td> <td data-bbox="1000 600 1203 884">1. Online Transfer (RTGS/ NEFT), or 2. Demand Draft, or 3. Fixed Deposit Receipt, or 4. Bank Guarantee</td> <td data-bbox="1208 600 1409 884">Direct payment to Tender Wizard, as per their mode of payment mentioned on the E-Procurement Website</td> </tr> </tbody> </table> <p data-bbox="565 940 1409 997">Note: All the Bidders shall provide the Cost of Bid, Bid Processing Fee, and Bid Security, and there shall be no exemption to any Bidder whatsoever.</p> <p data-bbox="565 1031 1409 1087">The Bid Processing Fee shall be made in favour of “KSEDC Limited” payable at “Bengaluru”.</p> <p data-bbox="565 1121 1409 1178">In case of the Bid Security submitted is in the form of a Bank Guarantee, the expiry date and claim date are as follows:</p> <ul style="list-style-type: none"> • Expiry date: One Hundred and Eighty (180) Days from the original last date of submission of online Technical Bid • Claim date: Twelve (12) Months from the date of expiry 	Particulars (District Wise)	Bid Security	Cost of Bid	Bid Processing Fee	Districts Selected by SPG	As per BDS Clause Reference No. 2.1.3	10,500 INR + GST 18%	5000 INR + GST 18%	Mode of submission	1. Bank Guarantee (Format is provided in Annexure 5.5), or 2. Demand Draft, or 3. Online transfer using RTGS/ NEFT	1. Online Transfer (RTGS/ NEFT), or 2. Demand Draft, or 3. Fixed Deposit Receipt, or 4. Bank Guarantee	Direct payment to Tender Wizard, as per their mode of payment mentioned on the E-Procurement Website
Particulars (District Wise)	Bid Security	Cost of Bid	Bid Processing Fee											
Districts Selected by SPG	As per BDS Clause Reference No. 2.1.3	10,500 INR + GST 18%	5000 INR + GST 18%											
Mode of submission	1. Bank Guarantee (Format is provided in Annexure 5.5), or 2. Demand Draft, or 3. Online transfer using RTGS/ NEFT	1. Online Transfer (RTGS/ NEFT), or 2. Demand Draft, or 3. Fixed Deposit Receipt, or 4. Bank Guarantee	Direct payment to Tender Wizard, as per their mode of payment mentioned on the E-Procurement Website											
2.1.4.	ITB Clause 1.3.6.1	Bid validity period: Three Hundred and Sixty Five (365) Days from the last date of Bid submission.												
2.1.5.	ITB Clause 1.4.1.1	<ul style="list-style-type: none"> • The Bidder shall submit one (1) Bid in total for under this RFP. • A Bidder may submit a bid for any one District or for all Districts. • A Bidder can apply for <u>multiple districts in the tender as per compliance to the eligibility requirements.</u> • OREDA Ltd has <u>received prior consent from the beneficiaries for implementation of RTS project under RESCO model.</u> OREDA Ltd shall facilitate and clarify queries for signing of the TPA by beneficiaries. • The Bidder shall be responsible for the closure of the TPA signing, and in no case, OREDA Ltd, or any other authority is responsible for the closure of TPA signing with beneficiary department. The Bidder shall be responsible for the complete implementation of the Project, as per the terms of the Bidding Documents. <p data-bbox="565 1724 959 1751">Procedure for submission of Bid:</p> <ul style="list-style-type: none"> • For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only. 												

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> • The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink “Register Me” to fill in the online registration form. • The unregistered Bidders are required to pay a registration fee in favour of M/s. KSEDCL Limited (Karnataka State Electronics Development Corporation Limited) payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein. • As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided. • After viewing the RFP on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by-step instructions are given below: <ul style="list-style-type: none"> - Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed. - Click/ Double Click to open the Microsoft Internet Explorer - Go to Start > Programs > Internet Explorer. Type the E-procurement Website address “www.tenderwizard.com/OREDA” in the address bar of Internet Explorer to access the Login Screen. - Enter user id and password, click on “Go”. - Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password. - Click “Un Applied” to view/ apply for a new RFP. - Click on the “Request” icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. <ul style="list-style-type: none"> ◦ Click on the “Show Form” icon. ◦ Bidding Document will appear on the screen. ◦ Click “Click here to download” to download the Bidding Document. • All the softcopies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or .jpg or .jpeg format. • Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not. • The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format as per the sample format given in Bid Form 11 only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids. • 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.
2.1.6.	ITB Clause 1.6.4.3	<p>Performance Security : The Selected Bidder shall furnish performance security of INR 1000 (Indian Rupees Two Thousand Five Hundred Only) per kW for each PPA separately, within 7 (seven) days from date of receiving work Order, in accordance to the Clause 8.3 of the PPA and Clause 1.6.3.5 of this RFP, to secure the obligations of the Solar Power Developer under the PPAs (PBGs) as per the capacity, as mentioned below:</p>

BDS Clause reference	ITB Clause reference	Detailed Clause		
		Amount	Expiry period	Claim period
		INR 1,000 (Indian Rupees Two Thousand Five Hundred Only) per kW for each PPA	Eighteen (18) Months from the date of issuing LoA	Twelve (12) Months from the date of expiry
		<p>OREDA Ltd will have the right to encash the bank guarantee, if the Successful Bidder fails to achieve the SCOD milestone</p> <p>The bank guarantee submitted towards the Performance Security may be returned within a maximum period of thirty (30) Days of the expiry date of the BG.</p> <p>The bank guarantee can be extended as per the requirement from OREDA Ltd from time to time in the interest of the Project to achieve Commissioning.</p>		

3. Scope of Work (SOW)

Section 3 (SOW) contains about the Project, roles, and responsibilities of the individual Parties, Equipment requirements, Timelines, etc. that describe the SOW under the RFP.

3.1. About the Project

3.1.1. Introduction

- 3.1.1.1. In line with the Gol's target of installing 500 GW of renewable power capacity in India by the year 2030, the Gol has launched PM-Surya Ghar: Muft Bijli Yojana and further has issued the Operational Guidelines for "Saturation of Government Buildings with Rooftop Solar under PM-Surya Ghar: Muft Bijli Yojana".
- 3.1.1.2. Orissa Renewable Energy Development Agency (OREDA Ltd.) is the nodal agency for the promotion, necessary support and facilitation for the installation of rooftop solar PV systems on Govt. Building under PM-Surya Ghar: Muft Bijli Yojana
- 3.1.1.3. OREDA Ltd., in its capacity as the bidding authority and the authorized representative on behalf of all the Govt. Departments, is responsible for carrying out the bid process for the installation of grid-connected rooftop solar PV Systems. Hence, OREDA Ltd. issuing this RFP for selection of Solar Power Generator (SPG) for the development of RTS Projects on government buildings under RESCO model in Odisha.
- 3.1.1.4. The Units will be developed at pre-identified Sites of 30 Districts of Odisha. District wise details of the Unit Capacity and Project Capacity are provided in the Annexure. The Selected Bidder for the Project will be required to sign a separate Power Purchase Agreement (PPA) with each Department for related Units of the concerned Department.
- 3.1.1.5. **Power Injection:** Selected Solar Power Developer shall be required to connect each Unit of the District at the Interconnection Point for Net Metering of respective Sites under the Net Metering arrangement under the Odisha Electricity Regulatory Commission.
- 3.1.1.6. The energy generated from the Project shall be solely for the procurement of the beneficiary on payment of TPA Tariff as a result of the completion of E-reverse auction. The TPA Tariff shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of Bid submission. The TPA Tariff is a single levelized tariff for the Project and shall be applicable for all the 25 years of TPA period from the date of achieving the COD.

3.1.2. Objectives

The objectives of implementing this Project are to:

- 3.1.2.1. Support the institutions, departments to either develop the Project or to reduce their expenses towards electricity;
- 3.1.2.2. Support GRIDCO & Discom in meeting the solar RPO mandates.
- 3.1.2.3. Reduce carbon footprint for a period of twenty-five (25) years; and
- 3.1.2.4. Generate local employment.

3.2. Roles and Responsibilities

3.2.1. Roles and Responsibilities of the SPG

The SPG undertakes to be responsible solely, at SPG's own cost and risk, for the following

- 3.2.1.1. The SPG shall be responsible for the performance of the obligations mentioned in the RFP, any Addendum, any Corrigendum, any Clarification, Tripartite Agreement, etc.

- 3.2.1.2. OREDA Ltd has provisioned for allocation of approximate 66.7 MW under the RFP. But this capacity may further differ as per the available shadow free area with the beneficiary with respect to actual survey/feasibility report.
- 3.2.1.3. OREDA Ltd. reserves the right to increase the number of buildings and/or the installed capacity after finalization of bids, during work allocation, or at the time of execution of the Tripartite Agreement (TPA), if required, at the finalized tariff applicable to the respective package(s).
- 3.2.1.4. Within (30) days from the issuance of LOA, the successful bidder shall carry out detailed comprehensive site survey, access the available capacity at the concerned distribution transformer and analyze last twenty-four (24) Months of electricity bills received from procurer. And submit a complete assessment report within two (2) days from the completion of assessment.
- 3.2.1.5. Based on the assessment report of the successful bidder OREDA Ltd can revise the project capacity by taking consent from the beneficiary entities. And OREDA shall inform the revised capacity details to the successful bidder within 7 working days by issuing a formal letter.
- 3.2.1.6. The SPG shall deploy a proven solar photovoltaic technology that has been developed anywhere in the World. However, the selection of SPG would be technology agnostic within solar photovoltaic technology and crystalline silicon or thin film or any other such technology, with or without trackers can be installed.
- 3.2.1.7. The Bidder shall ensure the use of solar photovoltaic modules and cells as per the ALMM (Approved List of Models & Manufacturers) issued by MNRE and revised from time to time.
- 3.2.1.8. The SPG shall be responsible for the designing, engineering, procuring, supplying, taking insurance, packing and forwarding, loading, transporting, unloading, safekeeping of Equipment, constructing, installing, erecting, testing, commissioning and achieving the SCOD of the Project. This shall be achieved in accordance with the Applicable Law, Prudent Utility Practices and all the terms and conditions of this Bidding Document consisting of the RFP, any Addendum, any Corrigendum, any Clarification, Tripartite Agreement, and any amendment thereto.
- 3.2.1.9. The Successful Bidder shall ensure that the module mounting structures must be designed to be completely non-invasive (without any grouting/ chipping) on the rooftop space. In this regard, an indicative design can be considered as per the Technical Specifications given in 5.4
- 3.2.1.10. SPG will be responsible for implementation and maintenance of the RTS solar pv (list of sites are provided in Annexure Clause 5.7) for the use life of the project (25 years).
- 3.2.1.11. The SPG shall comply grid connectivity and other regulations as applicable.
- 3.2.1.12. The SPG is required to obtain necessary clearances as required for setting up the Project.
- 3.2.1.13. The SPG shall be responsible to put a notice board (at least 180 cm x 120 cm) at its Project Site main entrance prominently displaying the following message before declaration of COD.
- 3.2.1.14. Time is an essence in achieving the milestones and achieving the SCOD of the Project.
- 3.2.1.15. SPG shall be responsible for the execution of the Tripartite Agreement.
- 3.2.1.16. The SPG shall be responsible for owning the Project throughout the Term of TPA.
- 3.2.1.17. The SPG is required to maintain a minimum AC Capacity Utilization Factor (CUF) of 15% and a maximum CUF of 18.7% provided it is less than 90% of total electricity consumption (solar + discom electricity) , as detailed in the TPA.
- 3.2.1.18. The SPG shall be responsible for directly coordinating and dealing with Discom, Government and other authorities in obtaining the Clearances as per the various provisions of the TPA.
- 3.2.1.19. The SPG shall be the Principal Employer of all the stakeholders directly/ indirectly involved in the Project.
- 3.2.1.20. The SPG shall be responsible for incurring all the costs and expenses including but not limited to all statutory charges, GST etc. related to setting up the Project.

- 3.2.1.21. The SPG shall be responsible for considering all the costs and expenses and its margin whatsoever to derive the TPA Tariff requirement for successfully developing and operating the Project for a period of twenty-five (25) years during the Term as per the TPA. In no case OREDA Ltd, Department of Energy, or any Government shall be responsible for such a quotation of tariff by the Bidder.
- 3.2.1.22. The selected SPG shall commission the Project within nine (9) months from date of issuance of LoA. The SPG may commission the Project during this period of nine (9) months and the beneficiary is obliged to purchase power from the commissioned Project at any time after the issuance of LoA.
- 3.2.1.23. The SPG shall be required to generate the solar energy as given in the terms and conditions of the TPA. SPG will share a monthly satisfactory O&M report to OREDA LTD and beneficiary. If reports found unsatisfactory,
- 3.2.1.24. The SPG will ensure that all Equipment from the Project after their 'end of life' (when they become defective/ non-operational/ non-repairable) are handed over to the beneficiary and if they refuse, are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.
- 3.2.1.25. The SPG shall be responsible for any water leakage or seepage due to project construction work on the roof during the installation of rooftop solar (RTS) plants and also during the O&M period of initial 5 years. In case of leakage during the above mentioned period, necessary repair by specialized agency approved by OREDA Ltd must be carried out by the Contractor immediately without any cost implications to OREDA Ltd , failing which PBG amount will be forfeited on pro rata basis for the respective building.

3.2.2. Roles and Responsibilities of OREDA Ltd. DISCOMs, Department of Energy & Beneficiary (Department)

- 3.2.2.1. OREDA Ltd shall be the nodal agency responsible for coordinating between various stakeholders for facilitation.
- 3.2.2.2. OREDA Ltd has created a Data Room which contains site wise details and past electricity bills for such site. The access to data room will be provided to bidders who pay/already paid the bid processing fee.
- 3.2.2.3. The Appropriate Discom will provide connectivity through net-metering arrangement to the selected SPG. The Appropriate Discom will ensure "must-run" status to the Project installed under this program. OREDA Ltd shall act as facilitator to the beneficiaries in implementation of this program.
- 3.2.2.4. A duly constituted Committee of OREDA Ltd , and the Appropriate Discom officials along with officials of the Beneficiary will jointly physically inspect the Project in not more than three (3) Days from the date of receiving a written request from the SPG and certify successful commissioning of the Project.
- 3.2.2.5. OREDA Ltd shall ensure quality being maintained by the SPG based on the review of the Project Equipment, site visits and progress review and monitoring activities. In this regard, OREDA Ltd will develop a suitable monitoring mechanism, to analyze the progress and performance of the Project and reserves the right to carry out random checks to verify compliance of quality standards at any point of time with/ without prior notice.
- 3.2.2.6. **OREDA Ltd shall be intermediary to facilitate the payment security and ensure timely payment to the selected SPG. OREDA Ltd will be one point of contact for the SPG for bill payments. OREDA Ltd shall make the payment on behalf of the respective beneficiaries as per the terms of the TPA. In this regard, OREDA Ltd shall deduct INR**

0.10/kWh from the discovered TPA tariff towards Payment Security Facilitation Fee (PSFF) and make the payment to the SPG.

- 3.2.2.7. **Power to remove difficulties:** If there is need for any amendment to this tender/ program for better implementation or any relaxation is required in the norms due to operational problems, OREDA Ltd will be competent to make such amendments.
- 3.2.2.8. In the event that the Beneficiary fails to ensure adequate space for Project to ensure that other structures within his premises do partially or wholly shade any part of the Project and if such shading occurs, the SPG may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by OREDA within one month of submission failing which the SPG shall claim provisional Deemed Generation till the issue is finally settled.
- 3.2.2.9. **Relocation/Removal of Project:** In the event when dismantling or shifting is required due to expansion of the building or any requirement initiated by the Beneficiary, it should clearly qualify as a “Beneficiary Event.”
- a) In case, beneficiary requested to shift the Project within the Premises to building expansion/utility installation then 100% cost of shifting shall be borne by the beneficiary. The costing would be as per latest price discovered by OREDA Ltd. for similar works;
 - b) A minimum prior written notice of 60 days shall be provided, along with clear identification of the alternate/relocated rooftop area and the revised point of connectivity, to enable proper planning and execution of the project shifting. In such cases, only the actual costs towards dismantling, shifting, and reinstallation shall be borne by the Beneficiary. No deemed generation compensation shall be applicable, provided the relocation and recommissioning are completed within the mutually agreed timelines.
 - c) In the event that the beneficiary fails to ensure adequate space for Project to ensure that other structures outside/inside his premises do partially or wholly shade any part of the Project and if such shading occurs, the SPG may apply for 80% of Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by OREDA Ltd. within one month of submission failing which the SPG shall claim provisional Deemed Generation till the issue is finally settled.

3.3. Timelines

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

Activities	Timelines
Issue of LoA by OREDA Ltd	T0
Execution of formalities of LoA	T1 = T0 + max. timelines of sixty (60) Days, subjected ITB Clause 1.6.3.4
SPG signing the TPA with beneficiaries	T2 = T1 + one (1) Month
Notice to Proceed by Beneficiary to SPG for starting of installation works on the beneficiary Rooftop	T3 = T2 + one (1) Month
SPG achieving the COD	T4 = T2 + six (6) Months [#]
O&M Period end date	T5 = T3 + twenty-five (25) Years

T0: start date and date of issue of LoA

[#] The Project shall achieve COD by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, OREDA Ltd shall review the progress of the Project and take suitable actions, as per the specific provisions of the TPA.

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 during the evaluation of Technical Bids.

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

4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	<p>The Bidder participating as a Developer, must be a</p> <p>4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or</p> <p>4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or</p> <p>4.1.1.3. sole proprietorship firm under the relevant laws in India.</p> <p>The Bidder can either participate as an individual Company or a Consortium/ JV. In case of a Consortium/ JV, all the members of the Consortium/ JV shall be jointly and severally liable to comply with all the clauses of the Bidding Document.</p> <p>Note: Limited Liability Partnership (LLP) and Limited Liability Company (LLC) are not allowed to participate.</p>	<p>The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>In case of a Consortium/ JV, the Bidder shall submit the Consortium/ JV Agreement, as required under this RFP.</p> <p>The Bidder must submit Bid Form 2 of Section 5 (Annexure).</p> <p>This shall be applicable to all the Bidders.</p>
4.1.2.	<p>The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.</p>	<p>The Bidder shall submit a self-certification by an authorized person duly notarized to this effect.</p> <p>The Bidder must submit Bid Form 6 of Section 5 (Annexure).</p> <p>This shall be applicable to all the Bidders.</p>

4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	The Bidder must submit a copy of the declaration for the “ Compliance with the MNRE/ BIS technical standards ” for the Equipment.	The Bidder must submit Bid Form 5 of Section 5 (Annexure). This shall be applicable to all the Bidders.

4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document				
4.3.1.	<p>The Bidder must have the experience of installing and commissioning Grid connected Solar PV System of minimum 30% of the capacity for which it has submitted bid under this RFP, in last five (5) years from the last date of online submission of the Technical Bid anywhere in India. Bidder can show the experience of execution of the projects either individually or as a lead member of the JV</p> <table border="1"> <thead> <tr> <th>Particular</th> <th>Min. experience requirement</th> </tr> </thead> <tbody> <tr> <td>Grid connected Solar PV System</td> <td>30% of the capacity for which it has submitted bid</td> </tr> </tbody> </table>	Particular	Min. experience requirement	Grid connected Solar PV System	30% of the capacity for which it has submitted bid	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the Joint Commissioning Certificate issued by Government department/CPSU/State PSU/Govt. Agency.</p> <p>However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The letter of awards/ work orders/ contract agreement/ along with any amendments issued shall be submitted in full without deleting/ hiding any information. <p>The experience certificate/joint commissioning certificate shall clearly mention the capacity and the date of commissioning.</p> <p>The Bidder must submit Bid Form 10 of Section 5 (Annexure).</p>
Particular	Min. experience requirement					
Grid connected Solar PV System	30% of the capacity for which it has submitted bid					

4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.4.1.	<p>The net worth of the Solar Power Developer (Solar Power Generator or SPG) in financial year FY2022-2023, FY 2023-24 or FY 2024-25, whichever is latest should not be less than 1 Crore INR per MW basis on the capacity applied.</p> <p style="text-align: center;">Or</p> <p>The minimum average turnover of the developer should not be less than 3 Crore INR per MW basis on the capacity applied for any of the three(03) previous financial years</p> <p>In case a Bidder is submitting bid for two or more Project Groups, then financial requirement shall be met on cumulative basis by adding individual financial requirement for each Project Group for which Bidder is participating.</p> <p>For company, as per section 2 (57) of The Indian Companies Act, 2013, net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account), after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p> <p>For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.</p> <p>Note: Bidders are allowed to consolidate the net-worth or annual turnover of affiliates, where their holding is greater than equal to 26%, for calculation of net worth or average turnover in order to become eligible under this tender.</p>	<p>The Bidder shall submit a net worth or turnover certificate issued by a chartered accountant, as per Bid Form 4 of Section 5 (Annexure).</p> <p>This shall be applicable to all the Bidders.</p>

5. Annexure

5.1. Bid Forms – Technical Bid

5.1.1. Bid Form 1 (Covering Letter of Technical Bid)

Covering Letter of Technical Bid (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

Sub: Submission of Technical Bid for the selection of Solar Power Generators (SPG) for the development of of RTS Projects on government buildings under RESCO model in Odisha

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 RFP No. mentioned above.

We are pleased to submit our Bid based on the following Bid structure:

Category of the Bidder participating in this Bid	Developer setting up the Project on the premises of the Beneficiary	[Applicable/ Not Applicable]
Is the Bidder participating as a Single Bidder or as a Consortium/ JV?	[“Single Bidder” or “Consortium/ JV”]	
In case the Bidder is participating as a Single Bidder, then please specify the name of the Bidder (strike-off the details if not applicable)	[Insert the name of the Bidder] Note: Applicable for Bidders participating as a single Entity - a company or a partnership firm or a sole proprietorship firm	
In case the Bidder is participating as a Consortium/ JV, then please specify the name of all the members of the Consortium/ JV (strike-off the details if not applicable)	Lead Member: [Insert the name of the Lead Member] Other Member 1: [Insert the name of the Other Member 1] Other Member 2: [Insert the name of the Other Member 2] Note: Applicable for Bidders participating as a group of two (2) or more Entities - a company or a partnership firm or a sole proprietorship firm	
Details of the Project	[insert the name of the Project Group as given in 5.7]	

	Name of the Package (DISCOM wise)	Capacity (kWp)
	[insert]	[insert]
	[insert]	[insert]
	[insert]	[insert]
	[insert]	[insert]
	TOTAL Capacity	[insert]

In case of a Consortium/ JV, we shall be severally and jointly responsible for complying with all the terms and conditions of the RFP.

(strike-off the details if not applicable)

We hereby undertake the following:

2. 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 RFP 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 on the TPA Tariff.
3. 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 the rejection of our Technical Bid.
4. 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.
5. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
6. 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.
7. We confirm that the Technical Bid submitted is 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 with 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 during the course of performance of the TPA shall be fully acceptable to us without any cost implication whatsoever.
10. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the TPA.
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 RFP 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 RFP.
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 Performance Security as specified in the RFP, 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 3 (Power of Attorney). (as applicable)
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 achieving the Commercial Operation Date (COD) of the Project as per the Timelines, OREDA Ltd shall, without prejudice to any other right or remedy, be at liberty to forfeit the Performance Security.
21. We understand that you are not bound to accept any Technical Bid you may receive.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.1.2. Bid Form 2 (Summary of the Technical Bid)

Checklist (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer
OREDA Limited

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

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the information as required under this format:

Particulars	Requirements	Information furnished by the Bidder	Applicability
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 and is a mandatory submission.</p> <p>In case of a Consortium/ JV, the Lead Member shall make this payment.</p> <p>Note: There is no exemption applicable to any Bidder.</p>	<p>Unique Transaction Reference (UTR) no. is [insert the UTR no.], dated [DD MMM YYYY]</p> <p>We are attaching the copy of the Bid Processing Fee paid to the E-procurement Website www.tenderwizard.com/OREDA under Attachment 1.</p>	All Bidders
Application Fee	<p>Copy of the “Online Transfer (RTGS/ NEFT)” or “Demand Draft” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Application Fee” issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>In case of a Consortium/ JV, the Lead Member shall make this payment.</p>	<p>Unique Transaction Reference (UTR) no. is [insert the UTR no.], dated [DD MMM YYYY], or</p> <p>Demand Draft no. is [insert], dated [DD MMM YYYY]</p> <p>We are attaching the copy of the Application Fee submitted in the form of Demand Draft under Attachment 2.</p>	All Bidders

Particulars	Requirements	Information furnished by the Bidder	Applicability
	<p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p> <p>Note: There is no exemption applicable to any Bidder.</p>		
Bid Security	<p>Copy of the “Online Transfer (RTGS/ NEFT)” or “Demand Draft” or “Fixed Deposit Receipt” or “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS). Format is provided in Annexure 5.5</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p>	<p>The UTR no. is [insert], dated [DD MMM YYYY] (in case of an online transfer using RTGS/ NEFT), or The Demand Draft no. is [insert], dated [DD MMM YYYY] (in case of a demand draft), or The Fixed Deposit Receipt no. is [insert], dated [DD MMM YYYY]. (in case of an FDR), or The Bank Guarantee no. is [insert], dated [DD MMM YYYY]. (in case of a Bank Guarantee). The format for the Bank Guarantee is enclosed herewith.</p> <p>We are attaching the copy of the Bid Security submitted in the form of [Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee] under Attachment 3.</p>	All Bidders

Particulars	Requirements	Information furnished by the Bidder	Applicability
	<p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 5 (Annexure).</p> <p>Note: There is no exemption applicable to any Bidder.</p>		
Registration details	<p>Certificate of Incorporation, Memorandum of Association (MOA) and Article of Association (AOA), applicable in case of companies. The AOA (if applicable) shall mention the company's operations and defines the company's purpose from the SOW point of view.</p> <p>or</p> <p>Partnership Deed, applicable in case of partnership firm.</p> <p>or</p> <p>Proof of having the bank account or any other document as issued by the Government, applicable in case of sole proprietorship firm.</p> <p>We are attaching the copy of the Registration Certificate under Attachment 4.</p>	We are attaching the copy of the Registration Certificate under Attachment 4.	All bidders
PAN		<p>PAN is [insert PAN]</p> <p>We are attaching the copy of the PAN under Attachment 6.</p>	All Bidders
GST		<p>GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name].</p> <p>We are attaching the copy of the GST under Attachment 7.</p>	All Bidders
Income tax returns		We are attaching the copy of the Income Tax Return for the last three (3) assessment years for AY2025, AY2024 and AY2023. We are attaching the copies of the Income tax returns under Attachment 8.	All Bidders (In case of any exemption is availed, then please share the copy of the exemption issued by a Government Authority to the Bidder)

Particulars	Requirements	Information furnished by the Bidder	Applicability
Quality Assurance (if applicable)	We declare that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause Error! Reference source not found..	[Yes/ No]	All Bidders

List of attachments:

Attachment 1

Attachment 2

Attachment 3

Attachment 4

Attachment 5

Attachment 6

Attachment 7

Attachment 8

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]

5.1.3. Bid Form 3 (Power of Attorney)

Power of Attorney (Applicable for all Bidders)

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

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

Date: [DD MMM YYYY]

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

To

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

Know all men by these presents, We, [name of the executant(s)], do hereby constitute, appoint and authorize [name of the Authorized Signatory] as the Authorized Signatory presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] as our true and lawful representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the Request for the selection of Solar Power Generators (SPG) for the development of of RTS Projects on government buildings under RESCO model in Odisha with reference to the RFP No. [insert RFP No.] dated [DD MMM YYYY] issued by OREDA Ltd.

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

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

We are participating as a [Single Bidder] or [Lead Member/ Other Member 1/ Other Member 2 ...] of the Consortium/ JV. In case of a Consortium/ JV, we shall be severally and jointly responsible to comply with all the terms and conditions of the RFP. (*strike-off if not applicable*).

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

Signature of the executant

Name:

Designation:

Address:

company:

Accepted by

Signature of the Authorized Signatory

Name:

Designation:

Address:

company:

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

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

WITNESS

Signature:

Name:

Address:

Signature:

Name:

Address:

Notes:

1. The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under the common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by a Board Resolution.
2. The person authorized under this Power of Attorney shall be a person holding the responsible post and designation in the company.
3. The Board Resolution forms a part of the Power of Attorney.
4. In case of a Consortium/ JV, all the members of the Consortium/ JV including the Lead Member and Other Members shall submit their Power of Attorney issued by their respective Companies.

Board Resolution (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.]

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

Resolved that we, [insert name of the Bidder], do agree to participate in the RFP invited by OREDA Ltd vide RFP No. [insert RFP No.] dated [DD MMM YYYY] for the selection of Solar Power Generators (SPG) for the development of RTS Projects on government buildings under RESCO model in Odisha.

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

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

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

We are participating as a [Single Bidder] or [Lead Member/ Other Member 1/ Other Member 2] of the Consortium/ JV. In case of a Consortium/ JV, we shall be severally and jointly responsible to comply with all the terms and conditions of the RFP. *(strike-off if not applicable)*.

For [insert name of the Bidder]

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

Name of the Authorized Signatory
Specimen signature of Authorized Signatory

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

5.1.4. Bid Form 4 (Financial Qualification)

Financial Qualification (Applicable for All Bidders)

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

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

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], meets the Financial Qualification Requirement as mentioned in QR Clause 4.3 of Section 4 (Qualification Requirement). The compliance to the Financial Qualification Requirement is mentioned below, as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders related to the solar business.

Net Worth (as per QR Clause 4.3)

Particulars	Unit	FY 20 - 20
Aggregate value of the paid-up share capital	Lakh INR	[insert]
Add: all reserves created out of the profits and securities premium account.	Lakh INR	[insert]
Subtract: Accumulated losses	Lakh INR	[insert]
Subtract: Deferred expenditure	Lakh INR	[insert]
Subtract: Miscellaneous expenditure not written off	Lakh INR	[insert]
Net Worth*	Lakh INR	[insert]

Note: It does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Turnover (as per QR Clause 4.3)

Name of Entity being evaluated	Name of Affiliate (s) in case its Financial Strength being used	Financial Year (Any 3 of the preceding 5 Years)	Turnover (Lakh INR)
		FY	
		FY	
		FY	
Average Turnover (INR Lakh)			[insert]

[For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.]

I hereby declare that all the information and statements made in this certificate are complete, true and correct and also accept that any misinterpretation contained in it may lead to cancellation of my CA membership, and I shall be liable to be proceeded as per the Applicable Law.

Place: [insert place]

[sign here]

Signature

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

Designation: [insert designation]

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

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

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]

5.1.5. Bid Form 5 (Compliance with the MNRE/ BIS technical standards)

Compliance with the MNRE/ BIS technical standards (Applicable for all Bidders)

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, the undersigned, declare that we comply with “**Compliance with the MNRE/ BIS technical standards**” for the Equipment as given in Annexure Clause 5.4.

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]

5.1.6. Bid Form 6 (Self-certificate)

Self-certificate (Applicable for all Bidders)

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

Date: [DD MMM YYYY]

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

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.1.7. Bid Form 7 (Undertaking for Indigenoussness)

Undertaking for Indigenoussness (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

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 all the Equipment to be supplied under this Project shall be indigenous and made in India only, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India. The relevant certificates are enclosed herewith.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.1.8. Bid Form 8 (No Deviation Certificate)

No Deviation Certificate (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

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, Clarification, TPA, 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 TPA.

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]

5.1.9. Bid Form 9 (Quality Assurance)

Quality Assurance (Applicable for all bidders)

(To be submitted on the letterhead of the Bidder, if available)

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, the undersigned, declares that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause **Error! Reference source not found.**

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

Note: The documentary evidence shall be submitted as a part of response to the TPA and prior to execution of the TPA, and not at the time of bidding.

5.1.10. Bid Form 10 (Technical Qualification)

Technical Qualification (Applicable for All Bidders)

(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 confirm that we meet the Qualification Requirement mentioned in QR Clause 4.3 of Section 4 (QR) and we have the experience of commissioning of projects for a cumulative quantity as mentioned under the "Our experience" in the last five (5) years from the last date of online submission of the Technical Bid in India as an Solar Power Developer in RESCO Model.

As per QR Clause **Error! Reference source not found.**, our experiences are as follows:

Technical Qualification	Commissioned Projects (kWp/Nos.)	Reference project no.
Grid connected Solar PV System		

The details pertaining to the reference projects are given below:

Sr. No.	Item Description	Reference project [insert]*
1	Project capacity in kWp/kWh/kVAh/Ltr.	[Project capacity as per joint commissioning certificate/ experience certificate] Wp/kWh/kVAh/Ltr
2	Title of the project with a brief of scope	
3	Actual project cost	[insert] Lakh INR
4	Name of the client with the full address including the contact no. and email id of the client	Name of the client: Address: Contact no.: Email id:
5	Name of the ultimate user of solar energy	
6	Project arrangement	[On-grid net metering, Off-grid, or other (please specify)]
7	Location of the project and GPS/ Google coordinate	Address of the plant: GPS/ Google coordinate:
8	I have attached the relevant letter of awards/ work orders/ contract agreement along with any amendments issued in full without deleting/ hiding any information	[Yes/ No]
9	Details of the letter of awards/ work orders/ contract	Work order no.: Date of work order: [DD MMM YYYY] Whether any liquidated damages been charged by the client? [Yes/ No]. In case of yes, please provide the details.
10	I have attached the Joint Commissioning Certificate issued by the concerned government authority as per the Prudent Utility Practices	[Yes/ No]
11	Details of the Joint Commissioning Certificate	Name of the government authority issuing the Joint Commissioning Certificate: [insert] Target date of commissioning: [DD MMM YYYY] Actual date of commissioning: [DD MMM YYYY]

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

The scan copies of the letter of awards/ work orders/ contract along with the associated joint commissioning certificates/ experience certificates are enclosed below:

[Please attached the proof of documents]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.2. Bid Forms – Price Bid

5.2.1. Bid Form 11 (Covering Letter of Price Bid)

Price Bid

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

Sub: Submission of Price Bid for the selection of Solar Power Generators (SPG) for the development of RTS Projects on government buildings under RESCO model in Odisha

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 RFP No. mentioned above.

We agree that this Price 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.

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 RFP 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 during the course of performance of the TPA shall be fully acceptable to us without any cost implication whatsoever to OREDA.
5. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the TPA.
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 RFP 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 RFP.
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 Performance Security as specified in the RFP, 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]

Sample Format

RFP published by: OREDA Limited

Date: [DD MMM YYYY]

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

Particulars	Description			
Name of the Project	Development of RTS Projects on government buildings under RESCO model in Odisha			
Type of Bidder	[Single or JV/ Consortium]			
Name of the Bidder	[In case of the Bidder is submitting the Bid as a single Bidder, please insert the name of the Bidder Or In case the Bidder is submitting the Bid as a JV/ Consortium Bidder, please insert the name of all Bidders including Lead Member and Other Members]			
Price Bid				
Declaration				
We hereby agree to quote the levelized tariff of in INR/ kWh this Price Bid, which shall be inclusive of all applicable taxes	Select the option [Yes/ No]			
Details of the Project	Select the name of the district, exactly as per the list given in Annexure Clause 5.7			
	Sr. No.	District	Type of Institution	L1 Tariff of the District package
				Rs. [●] per kWh
	1.			

Note:

- Price Bid shall be filled with an MS Excel based document that shall be uploaded on the E-Procurement Website in the Price Bid section.
- In case a Bidder select the option of “No or blank cell” against the Declaration of Price Bid, then such Price Bids shall be liable for rejection and shall not be considered for any further evaluation.
- Kindly note that the Bidder needs to select “Yes” against the line item capturing the details of the Project capturing the Name of the Project, Project Capacity as per the list given in Annexure Clause 5.7, else the Bidder shall be liable for rejection. In case a Bidder select the option of “blank cell” against the name of the project group, then such project group shall not be considered for any further evaluation.
- The Bidder can refer to BDS Clause 2.1.5 and the relevant clauses in the RFP.

5.3. Pre-bid Form

Pre-bid queries

(To be submitted on the letterhead of the Bidder, if available)

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

Sub: Submission of pre-bid queries for the selection of Solar Power Generators (SPG) for the development of RTS Projects on government buildings under RESCO model in Odisha

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

SI. 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]

5.4. Technical standards & specifications

Technical Parameter of photovoltaic solar module and various other components for use in grid connected solar power plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV Module Qualification

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

It is mandatory to use indigenously manufactured solar panels and modules as per latest "Approved list of Models and Manufacturers (ALMM)" published by MNRE and amendments issued from time to time

Mono Crystalline Silicon Solar Cell Modules IEC 61215

The PV modules used should be PID (Potential Induced Degradation) resistant and tested for PID as per IEC 62804.

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1500 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

The total solar PV array capacity should not be less than allocated capacity and should comprise of solar Mono PERC modules of minimum 500 Wp and above wattage. Module capacity less than minimum 500 watts shall not be accepted.

2. Module Mounting Structures

1. Hot dip galvanized MS/ Pre-galvanized/ Anodized Aluminium or superior material (after approval from MNRE) mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However, to accommodate more capacity the angle inclination may be reduced until the Project meets the specified performance ratio requirements.
2. The Mounting structure must be Non-invasive Ballast Type and any sort of penetration of the roof to be avoided. The design details are as follows:
 - i. The inclination of the module or tilt angle should be within 18-22 degrees.
 - ii. The upper edge of the module must be covered with a windshield so as to avoid bulk air ingress below the module. Slight clearance must be provided on both edges (upper & lower) to allow air for cooling.
 - iii. An indicative drawing is shown at the end. .
3. The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a Project is proposed to be installed (for minimum wind speed of **200-250 km/hour**). STAAD pro report of design calculations to be provided to the OREDA along with the project drawings & details. Suitable fastening arrangement that do not require drilling in rooftops should be adopted to secure the installation against the specific wind speed.
4. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
5. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used, that can withstand the wind speed (for minimum wind speed of **200-250 km/hour**) of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
6. The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
7. Regarding civil structures the SPD need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².

8. The minimum clearance of the structure from the roof level should be 300 mm.

3. Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50°C shall be considered) in kW will be considered as inverter rated capacity.

The PCU/ inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.

The charge controller/ MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.

Anti-islanding (protecting against islanding of grid): The PCU/ inverter shall have anti-islanding protection in conformity to IEEE1547/UL 1741/**IEC 621116** or equivalent BIS standard.

Built-in meter and data logger to monitor plant performance through existing BMS workstation shall be provided by Developer.

4. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years)

5. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, ACDB ,Surge Protection Devices, lightning arrestors etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

6. Authorized Test Centres

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed International Laboratory Accreditation Cooperation (ILAC) Member body accredited Labs abroad will be acceptable.

7. Warranty

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

8. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- Name of the manufacturer of PV Module
- Name of the Manufacturer of Solar cells
- Month and year of the manufacture (separately for solar cells and module)
- Country of origin (separately for solar cells and module)
- I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- Wattage, I_m, V_m and FF for the module
- Unique Serial No. and Model No. of the module
- Date and year of obtaining IEC PV module qualification certificate
- Name of the test lab issuing IEC certificate
- Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

9. Data Acquisition System / Project Monitoring

As part of the performance & project monitoring, the following shall be carried out:

- The SPG shall maintain the list of Module IDs along with performance characteristic data for each module.
- Weather Monitoring:** The SPGs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to OREDA Ltd online through a real time data monitoring system
- The SPGs shall provide access to OREDA Ltd or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data for OREDA Ltd's data base
- All data shall be made available as mentioned above for the entire duration of the TPA.
- Generation Monitoring:** Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format
- The plant data monitoring systems should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/daily/monthly/yearly), daily peak generation, temperature, wind speed etc.) to OREDA Ltd.

9. Safe Disposal of Solar PV Modules:

5.5. Bank Guarantee format for Bid Security

Bid Security (applicable only in case of Bank Guarantee)

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

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

Date: [DD MMM YYYY]

To

The Chief Executive Officer

OREDA Ltd

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

ceoreda@oredaorissa.com

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit its Bid for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for Design, Engineering, Supply, Installation, Testing and Commissioning of Rooftop Solar Power System (RSPS) under RESCO mode with reference to NIT no. [insert NIT no.] dated [DD MMM YYYY].

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

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

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

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

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

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

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

5.6. Consortium/ JV Agreement

Consortium/ JV Agreement

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

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

Date: [DD MMM YYYY]

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

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

This [Consortium/ JV] Agreement is entered into on this [DD] day of [MMM] month, year [YYYY]

Amongst

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

AND

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

AND

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

AND

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

WHEREAS,

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

It is a necessary condition under the RFP that the members of the Consortium shall enter into a Consortium/ JV Agreement and furnish a copy thereof as per ITB Clause 1.6.3.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium/ JV

The Parties do hereby irrevocably constitute a consortium/ JV ("Consortium/ JV") for the purposes of jointly developing the Project.

The Parties hereby submitted their Bids only through this Consortium/ JV and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Group Business Entity.

3. Covenants

The Parties hereby undertake that the Bidder being selected as the Successful Bidder shall form a new SPV by the members of the Consortium/ JV mandatorily for developing the Project under The Companies Act, 2013. The Successful Bidder shall submit the registration certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA. Further, the Bidder shall submit the PAN and GST certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described in the Bidding Documents. The First Party shall be the Lead member of the Consortium/ JV and shall have the power of attorney from all the Other Members for conducting all business for and on behalf of the Consortium/ JV for developing the Project;

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bidding Document.

6. Shareholding in the SPV

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

Name of the Parties	Role of the Parties	% of subscribed and paid up equity share capital of the Consortium/ JV
[Insert the name of the Lead Member]	Lead Member	
[Insert the name of the Other Member 1]	Other Member 1	
[Insert the name of the Other Member 2]	Other Member 2	
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The Parties undertake that the members in the Consortium/ JV shall hold the above % of subscribed and paid up equity share capital of the Consortium/ JV at all times until first one (1) year of operation from COD.

7. Representation of the Parties

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium/ JV Agreement;
- b) The execution, delivery and performance by such Party of this Consortium/ JV Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents including the power of attorney and board resolution in favour of the person executing this Consortium/ JV Agreement for the delegation of power and authority to execute this Consortium/ JV Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;

- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Consortium/ JV Agreement;
- c) This Consortium/ JV Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

8. Termination

This Consortium/ JV Agreement shall be effective from the date hereof and shall continue in full force and effect until first one (1) year of operation from COD.

9. Miscellaneous

This Consortium/ JV Agreement shall be governed by laws of India.

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

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

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

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

In the presence of witnesses:

Name: Designation: Company:	Name: Designation: Company:
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Notes:

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

5.7. Tentative Details of project sites under RESCO-I program

Details list of buildings are enclosed as annexure.

5.8. TPA

5.8.1. The copy of the Indicative TPA is enclosed herewith. The format for Performance Security is enclosed in the indicative TPA.

End of Document