



# OREDA LIMITED

(Under the Department of Energy Government of Odisha)

(CIN No: U35105OD2024SGC045786)

( ISO 9001:2008 / ISO 14001:2004)

S/59, MANCHESWAR INDUSTRIAL ESTATE

BHUBANESWAR-751010, ODISHA

Website: [www.oredaodisha.com](http://www.oredaodisha.com) E-mail: [ceoreda@oredaorissa.com](mailto:ceoreda@oredaorissa.com)

RFP No.: 1411, Dated: 06.02.2026

**REQUEST FOR PROPOSAL FOR SELECTION OF SOLAR POWER DEVELOPER FOR DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GRID-CONNECTED SOLAR PV SYSTEMS AT GOVERNMENT BUILDINGS SUCH AS GOVT. ITIs, RPRC CAMPUS, FISH HATCHERIES & SEWAGE TREATMENT PLANTS (STPs) UNDER WATCO ACROSS ODISHA, ALONG WITH COMPREHENSIVE MAINTENANCE FOR SEVEN (7) YEARS**

**Contact details:**

OREDA LIMITED

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

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# Request For Proposal no.: 1411dated 06.04.2026

**Type of bidding:** Domestic Competitive Bidding (DCB)

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

**OREDA Limited** (hereinafter referred to as “OREDA”) invites e-tender bids for **design, engineering, supply, installation, testing and commissioning of grid-connected solar PV systems at government buildings such as govt. ITIs, RPRC campus, fish hatcheries & Sewage Treatment Plants (STPS) under WATCO across odisha, along with comprehensive maintenance for seven (7) years.**

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of RFE on E-procurement website and OREDA website	06.04.2026
2.	Due date of pre bid query submission as per format of NIT	13.04.2026, Time: 5.00 PM
3.	Date and time of pre-bid meeting through virtual mode Pre bid meeting <a href="https://meet.google.com/hwp-cznw-kve">https://meet.google.com/hwp-cznw-kve</a>	15.04.2026, Time: 11.30 AM
4.	Due date and time for submission of online copies of Technical Bid and price bid.	27.04.2026, Time: 5:00 PM
5.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only <i>NB: (Bidders must submit the cost of bid, bid security, and power of attorney only in hard copy, as specified in the tender documents. Submitting any additional documents in hard copy, contrary to the tender requirements, may result in rejection of the tender.)</i>	29.04.2026, Time: 5:00 PM
6.	Tentative date and time for the opening of Technical Bid for both online copies and hard copies, except price bid.	30.04.2026, Time: 3:00 PM
7.	Due date and time for the opening of online price bid applicable only for the bidders whose Technical bids shall be responsive.	To be intimated later

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

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

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

-Sd/-

**Chief Executive Officer, OREDA Ltd.**

# ***Disclaimer***

To whomsoever it may concern, kindly note the following:

1. This NIT is meant for the exclusive purpose of bidding against this NIT No. 4314 dated 15.09.2025 and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
2. Though adequate care has been taken for the preparation of this NIT, the Bidder shall satisfy itself that the NIT is complete in all respect. Intimation of any discrepancy shall be given to OREDA immediately. If no intimation is received from any Bidder in their pre-bid queries, it shall be considered that the NIT is complete in all respects and has been accepted by the Bidder.
3. OREDA reserves all the right to modify, amend, or supplement this NIT by issuing Addendum from time to time in the interest of the Project.
4. OREDA reserves all the right to extend the timelines mentioned in the Schedule of Events of NIT by issuing Corrigendum from time to time in the interest of the Project.
5. While the NIT has been prepared in good faith, neither OREDA nor OREDA's employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions or absence herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, and completeness of this NIT, even if any loss or damage is caused by any act or omission on OREDA's part.
6. In case of any discrepancy in the documents uploaded on the websites of OREDA, e-Procurement website ([www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA)), the documents uploaded on tender wizard website will prevail.

# Exhibit

## Definitions

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

Definitions and abbreviation	:	Description
AC	:	shall mean Alternating Current
Acceptance	:	shall mean acceptance of the Project and when the Acceptance Certificate is issued to the Successful Bidder and as per the meaning ascribed to it in SOW Clause 3.2.1.5
Acceptance Certificate	:	shall mean formal acceptance of the Project by OREDA by issuing an Acceptance Certificate, as per the meaning ascribed to it in SOW Clause 3.3.1.6
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Affiliate	:	shall mean in relation to another company means, a company in which that other company has a "significant influence".  "Significant influence" means control of at least twenty per cent. of total share capital, or of business decisions under an agreement;
Amendment	:	shall have the meaning ascribed to it in GCC Clause 5.1.2
AOA	:	shall mean Article of Association
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Work Order hereto, the standard set forth in this Work Order hereto, shall be deemed to be the standards under Applicable Laws
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
AY	:	shall mean Assessment Year
BDS	:	shall mean Bid Data Sheet
Beneficiary	:	shall mean Individual or Community selected by the OREDA for implementation of project
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
BIS	:	shall mean Bureau of Indian Standards
CC	:	shall mean Commissioning Certificate
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
CMC	:	shall mean Comprehensive Maintenance Contract
CMC Coverage	:	shall mean comprehensive maintenance for a period of 5 years from the date of commissioning
CMC Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
CMC Period	:	shall mean period of 5 years from the date of signing of acceptance certificate, during this period, Successful Bidder shall be responsible for undertake Scheduled Maintenance, Corrective Maintenance, and Breakdown Maintenance of the Project.
Coercive Practice	:	shall have the meaning ascribed to it in ITB Clause <b>Error! Reference source not found.</b>
Collusive Practice	:	shall have the meaning ascribed to it in ITB Clause <b>Error! Reference source not found.</b>

Definitions and abbreviation	:	Description
Commissioning Report	:	shall have the meaning ascribed to it in Appendix Clause
Commissioning	:	shall have the meaning ascribed to it in SOW Clause 3.2.1.4
Construction Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Corrigendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.2
Corrupt Practice	:	shall have the meaning ascribed to it in ITB Clause <b>Error! Reference source not found.</b>
CPSU	:	shall mean Central Public Sector Undertaking
CRC	:	shall mean Customer Relationship Centre
CUF	:	Shall mean Capacity Utilization Factor the ratio of actual energy generated by SPV project over the year to the equivalent energy output at its rated capacity over the yearly period.  CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kW X 365 X 24).
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
Defect Liability	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Defect Liability Period	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Delay Liquidated Damage	:	shall have the meaning ascribed to it in GCC Clause 5.5.1
Department	:	shall mean the user department for which the Project will be developed
Detailed Workplan	:	shall have the meaning ascribed to it in GCC Clause 5.4.2.3
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the date of issuance of the Work Order
Empanelment Order	:	shall have the meaning ascribed to it in ITB Clause 1.6.2
EPC	:	shall mean Engineering, procurement, and construction
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean <a href="http://www.tenderwizard.com/OREDA">www.tenderwizard.com/OREDA</a>
Equipment	:	shall have the meaning ascribed to it in SOW Clause 3.2.1.2
Estimated Cost	:	shall mean the estimated cost by OREDA and shall have the meaning ascribed to it in ITB Clause 2.1.3
FDR	:	shall mean Fixed Deposit Receipt
FOR	:	shall mean Freight on Road
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause <b>Error! Reference source not found.</b>
HRS	:	shall mean Hours
FY	:	shall mean Financial Year
GCC	:	shall mean General Conditions of Contract
GOI	:	shall mean Government of India
Government	:	shall mean Government of India or any State Government, as applicable, which includes government agencies and public sector undertakings
GPRS	:	shall mean General Packet Radio Service
GPS	:	shall mean Global Positioning System
GSM	:	shall mean Global System for Mobile Communications
GST	:	Shall mean Goods and Services Tax
IEC	:	shall mean International Electrotechnical Commission
IFSC	:	shall mean Indian Financial System Code
IGBT	:	shall mean Insulated Gate Bipolar Transistor
Incoterms	:	Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause <b>Error! Reference source not found.</b>
ISO	:	shall mean International Organization for Standardization
ITB	:	shall mean Instructions to Bidders
JCC	:	shall mean Joint Commissioning Certificate

Definitions and abbreviation	:	Description
KSEDC	:	shall mean Karnataka State Electronics Development Corporation
kWp	:	shall mean kilo-Watt peak
LOI	:	shall mean Letter of Intent
MCCB	:	shall mean Molded Case Circuit Breakers
MNRE	:	shall mean Ministry of New and Renewable Energy
MOA	:	shall mean Memorandum of Association
Month	:	shall mean a calendar month
MOSFET	:	shall mean Metal Oxide Semiconductor Field Effect Transistor
MPPT	:	shall mean Maximum power point tracking
MSME	:	shall mean Micro, Small & Medium Enterprises
NABL	:	shall mean National Accreditation Board for Testing and Calibration Laboratories
NIT	:	shall mean Notice Inviting Tender
ReSolve Mobile App	:	shall mean mobile app platform developed by OREDA for RE asset identification and maintenance
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause <b>Error! Reference source not found.</b>
OEM	:	shall mean Original Equipment Manufacturer
OREDA	:	shall mean OREDA LIMITED
OREDA Website	:	shall mean <a href="http://oredaodisha.com/">http://oredaodisha.com/</a>
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean <a href="mailto:ceoreda@oredaorissa.com">ceoreda@oredaorissa.com</a>
PAN	:	shall mean Permanent Account Number
PKI	:	shall mean Public Key Infrastructure
Project	:	shall mean implementation of 0.5 Hp off-grid solar pv based micro pumping system. as specified in the work order issued by OREDA
Project Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
PSU	:	shall mean Public Sector Undertaking
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/ Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency;
PV	:	shall mean Photo Voltaic
PVC	:	shall mean Polyvinyl chloride
QR	:	shall mean Qualification Requirement
Qualified Bidder (s)	:	shall mean the Qualified Bidder who is meeting Qualification Requirement
Quoted Price	:	shall mean the price quoted by a Bidder in its Price Bid
RCC	:	shall mean Reinforced cement concrete
RFID	:	Shall mean Radio Frequency Identification
NIT	:	shall mean Notice Inviting Tender
RMS	:	shall mean Root Mean Square
SCC	:	shall mean Special Conditions of Contract
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SMS	:	shall mean short message service
SOW	:	shall mean the Scope of Work
SPV	:	shall mean Solar Photovoltaics

<b>Definitions and abbreviation</b>	<b>:</b>	<b>Description</b>
Successful Bidder	:	shall mean the Successful Bidder who is the successful bidder with respect to terms and conditions of the RFP and to whom Letter of Intent and Work Order will be issued by the OREDA
Tax	:	shall mean all taxes and duties pursuant to any Applicable Laws (whether currently in force or coming into force on or after the last date for submission of online Bid), including, all goods and services tax, tax on the sale of goods (which includes but is not limited to customs duty, anti-dumping duty, basic customs duty, safeguard duty and import duties), duties, but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty or any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees and further includes any interest, surcharge, penalty or fine in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above;
TDS	:	shall mean Tax Deduction at Source
Technical Specification	:	shall have the meaning ascribed to it in Appendix Form 1 under Annexure Clause 7.5.1
Total Price	:	shall mean the final price considered in the Work Order
UTR	:	shall mean Unique Transaction Reference number
Work Order	:	shall have the meaning ascribed to it in ITB Clause
Year	:	shall mean the calendar year
NIT	:	Request for Expression of Interest" shall mean a document consisting of NIT, ITB, BDS, Eligibility Criteria, Duration of Assignment & Scope of Work, Eligibility Criteria, Evaluation of Bid, Bidding Forms and Contract Forms and any amendments thereof.

## ***Interpretation***

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

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

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# 1. Instruction to Bidders (ITB)

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

## 1.1. General

### 1.1.1. Scope of NIT

- 1.1.1.1. In connection with the NIT, OREDA issues this NIT containing all the terms and conditions mentioned herein.
- 1.1.1.2. The NIT along with the NIT and any Addendum, Corrigendum, and Clarification, to be issued from time to time, shall be collectively termed as the Bidding Document. Such a Bidding Document shall be published on the E-procurement Website. In addition, such a Bidding Document shall also be uploaded on OREDA Website, but for viewing purposes only.
- 1.1.1.3. The name of the SOW including the associated NIT no., NIT no. and other details are specified in Section 2 (BDS).
- 1.1.1.4. This NIT is issued for execution of works under two separate Packages, namely Package-I and Package-II. The evaluation, award and execution shall be carried out separately for each Package. A Bidder may submit Bid for one or both Packages. However, award shall be Package-wise.

### 1.1.2 Integrity and Anti-Corruption Provisions

**1.1.2.1 Ethical Conduct:** The Bidder shall observe the highest standards of ethics, transparency and integrity during the bidding process and throughout the execution of the Contract. The Bidder shall not engage in any practice that constitutes an Integrity Violation as defined herein.

**1.1.2.2 Definitions:** For the purposes of this Tender Document, the following expressions shall have the meanings assigned to them below:

- a) **“Corrupt Practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of any public official, employee of OREDA, or any other person in connection with the bidding process or execution of the Contract;
- b) **“Fraudulent Practice”** means any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempts to mislead OREDA or any other person 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 person or property to improperly influence the actions of any person or entity in connection with the bidding process or execution of the Contract;
- d) **“Collusive Practice”** means an arrangement between two or more bidders, with or without the knowledge of OREDA, designed to establish bid prices at artificial or non-competitive levels or to otherwise improperly influence the bidding process;
- e) **“Obstructive Practice”** means:
  - i. deliberately destroying, falsifying, altering, or concealing evidence material to an investigation;
  - ii. making false statements to investigators in order to materially impede an investigation;
  - iii. failing to comply with requests to provide information, documents or records in connection with an investigation;
  - iv. threatening, harassing or intimidating any person to prevent disclosure of relevant information; or
  - v. materially impeding OREDA’s contractual rights of inspection, audit or access to information;
- f) **“Integrity Violation”** means any act or omission constituting Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice or Obstructive Practice, or any other act in violation of applicable law, Government guidelines, or the ethical standards prescribed by OREDA in relation to the bidding or execution of the Contract.

- 1.1.2.3 Rejection of Bid:** OREDA reserves the right to reject a Bid at any stage of the bidding process if it determines that the Bidder has, directly or indirectly through any agent, representative or associate, engaged in any Integrity Violation.
- 1.1.2.4 Suspension / Blacklisting:** Without prejudice to any other rights or remedies available to it, OREDA may initiate appropriate action, including suspension, termination, blacklisting or declaring a Bidder ineligible, either indefinitely or for a specified period, to participate in any tender or project of OREDA, if it determines that the Bidder has engaged in any Integrity Violation. Such action shall be taken in accordance with applicable Government rules, guidelines and principles of natural justice.
- 1.1.2.5 Inspection and Audit:** The Bidder shall permit OREDA, or any agency authorized by it, to inspect, examine and audit the accounts, records and other documents relating to the Bid submission and execution of the Contract at any time during the bidding process and for a period as prescribed under applicable law after completion of the Contract.

## **1.2. Contents of the NIT**

### **1.2.1. Sections of the NIT**

- 1.2.1.1. The NIT consists of the following Sections as indicated below and should be read in conjunction with the NIT and any Addendum, Corrigendum and Clarification.
- a) Exhibits
    - i. Definitions
    - ii. Interpretations
  - b) Section 1 – Instructions to Bidders (ITB)
  - c) Section 2 – Bid Data Sheet (BDS)
  - d) Section 3 – Scope of Work (SOW)
  - e) Section 4 – Qualification Requirement (QR)
  - f) Section 5 – General Conditions of Contract (GCC)
  - g) Section 6 – Special Conditions of Contract (SCC)
  - h) Section 7 – Annexure
- 1.2.1.2. OREDA is not responsible for the completeness of the Bidding Document if they were not obtained directly from E-procurement Website.
- 1.2.1.3. The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

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

- 1.2.2.1. A prospective Bidder requiring any clarification on the NIT shall contact at OREDA's Office Address or write to OREDA's Official Email Id, prior to the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The queries shall be raised as per the format provided in Annexure Clause 0.
- 1.2.2.2. The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's designated representative may attend the pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. OREDA may respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.
- 1.2.2.3. The Clarification against the queries raised, without identifying the source of the prospective Bidder, may be uploaded on the E-procurement Website and OREDA Website. Any modification to the NIT shall be made by OREDA exclusively through the issue of an Addendum.
- 1.2.2.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

1.2.2.5. The Bidder and any of its personnel and/ or agents will be granted permission by OREDA to enter the Project site for the purpose of such visit, but only upon the express condition that the Bidder, its personnel and/ or agents will release and indemnify OREDA and its personnel, agents, etc. from and against any liability in respect thereof, and the Bidder shall be responsible for any death or personal injury, loss of or damage to property, and any other loss, damage, costs, expenses, etc. incurred as a result of the inspection during the Project site visit.

**1.2.3. Addendum, Corrigendum, and Clarification to the NIT**

1.2.3.1. At any time, prior to the deadline for submission of Bids, OREDA may issue an Addendum, Corrigendum and Clarification.

1.2.3.2. OREDA may, at its discretion, extend the deadline for the submission of Bids by issuing a Corrigendum in order to give prospective Bidders reasonable time in preparing their Bids. At any point in time, the latest Corrigendum will supersede the Schedule of Events mentioned in the NIT or any previously issued Corrigendum.

1.2.3.3. OREDA may, at its discretion, modify or change any specific provisions of terms and conditions of the NIT or any Addendum issued previously by issuing an Addendum for such specific provisions. At any point in time, the provisions provided against a specific Clause in the latest Addendum shall supersede such provisions already provided in the NIT or any previously issued Addendum.

**1.3. Preparation of Bids**

**1.3.1. Cost for preparation of Bid**

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

**1.3.2. Language of Bid**

1.3.2.1. The Bid, as well as all correspondence and documents for any communications exchanged by the Bidder and OREDA, shall be written in the English language only.

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

**1.3.3. Documents comprising the Bid**

1.3.3.1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause respectively, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copies of the Bid shall be submitted pursuant to ITB Clause **Error! Reference source not found.** at OREDA’s Office Address.

1.3.3.2. The online submission of the Technical Bid shall comprise the following:

<b>Bid Form</b>	<b>Particulars</b>
Bid Form 1 (Bid Processing Fee)	<p>Copy of the “<b>e-payment</b>” for an amount and other details as mentioned in Section 2 (BDS) already made by the Bidder as per the various e-payment options (credit card, debit card, net banking, etc.) available on the E-procurement Website towards “<b>Bid Processing Fee</b>”.</p> <p>In case a Bidder is submitting Bids for both Packages, separate Price Bids shall be submitted for each Package. However, Technical Qualification documents may be common.</p> <p>This shall be a non-refundable fee.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).</p>

<p>Bid Form 2 (Cost of Bid)</p>	<p>Copy of the “<b>Demand Draft</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Cost of Bid</b>” issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption. In case of an exemption as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).</p>
<p>Bid Form 3 (Bid Security) &amp; (Additional Performance Security)</p>	<p>Copy of the “<b>Demand Draft</b>” or “<b>Fixed Deposit Receipt</b>” or “<b>Bank Guarantee</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Bid Security</b>”.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>In case a Bidder is quoting a price less than the Estimated Cost, then the Bidder shall mandatorily deposit an <b>Additional Performance Security</b> in the form of a “<b>Demand Draft</b>” or “<b>Fixed Deposit Receipt</b>” or “<b>Bank Guarantee</b>” and shall be unconditionally discharged in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha, <b>for an amount equivalent to the difference of the amount of Estimated Cost and the Quoted price. This is to be uploaded online in the e-tender portal and the hard copy is to be submitted along with the other tender documents.</b> This shall be valid for an expiry period of One Hundred Eighty (180) Days from the last date of submission of Bid as per the NIT or any Corrigendum. The claim date shall be for a date, calculate for a period of three (3) Months from the date of expiry. This Additional Security shall be submitted as a part of the Price only and shall not be submitted under the Technical Bid by any chance; else the Bid shall be liable for rejection. This is a mandatory submission only for the Bidders who are quoting the prices less than the Estimated Cost in their Price Bid. This can be submitted as per Bid Form 3.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).</p>

<p>Bid Form 4 (Power of Attorney)</p>	<p>Copy of the “<b>Power of Attorney</b>” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).</p>
<p>Bid Form 5 (Covering Letter of Technical Bid)</p>	<p>Copy of the “<b>Covering Letter of Technical Bid</b>” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document along with an undertaking of select clauses of the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).</p>
<p>Bid Form 6 (Technical Qualification)</p>	<p>Copy of the “<b>Technical Qualification</b>” certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder’s technical qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).</p>
<p>Bid Form 7 (Financial Qualification)</p>	<p>Copy of the “<b>Financial Qualification</b>” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).</p>
<p>Bid Form 8 (Declaration for procurement of materials from selected OEMs)</p>	<p>Copy of the declaration form duly signed by the authorized signatory and stamped by the bidder regarding procurement of materials/equipment from the empaneled OEMs by OREDA.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).</p>
<p>Bid Form 9 (Self-certificate)</p>	<p>Copy of the declaration of the “<b>Self-certificate</b>” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).</p>
<p>Bid Form 10 (Undertaking for Indigenouness)</p>	<p>Copy of the “<b>Undertaking for Indigenouness</b>” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of domestic contents of the Equipment to be supplied during the performance of the Work Order.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 7 (Annexure).</p>
<p>Bid Form 11 (No Deviation Certificate)</p>	<p>Copy of the “<b>No Deviation Certificate</b>” duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 11 of Section 7 (Annexure).</p>

Bid Form 12 (Registration details)	Copy of the relevant documents issued by an appropriate Government authority in India.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 12 of Section 7 (Annexure).
Bid Form 13 (PAN)	Copy of the <b>PAN</b> card of the Bidder.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 13 of Section 7 (Annexure).
Bid Form 14 (GST Certificate)	Copy of the " <b>GST Certificate</b> " of the Bidder.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 14 of Section 7 (Annexure).
Bid Form 15 (Income Tax Return)	Copy of the last three (3) assessment year's " <b>Income Tax Return</b> " filing document.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 7 (Annexure).
Bid Form 16 (Quality Assurance)	Copy of the declaration of " <b>Quality Assurance</b> " of the Bidder.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 16 of Section 7 (Annexure).
Bid Form 17 (Summary of the Bidder)	Copy of the " <b>Summary of the Technical Bid</b> " in Microsoft .xls or .xlsx format as per the checklist given therein.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 17 of Section 7 (Annexure).
Bid Form 18 (Covering letter along with the Price Bid)	Copy of the "Covering Letter of Price Bid" duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 18 of Section 7 (Annexure).  Copy of the "Price Bid" duly filled and to be uploaded on the e-tendering portal. This is a mandatory submission and shall be submitted in Microsoft xls. Or .xlsx format only as per the requirements given in Bid Form 18 of Section 7 (Annexure).

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

Bid Form	Particulars
Bid Form 2 (Cost of Bid)	Original of the " <b>Demand Draft</b> " for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards " <b>Cost of Bid</b> " issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.  This shall be a non-refundable fee.  This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.  This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).

<p>Bid Form 3 (Bid Security) &amp; (Additional Performance Security)</p>	<p>Copy of the “<b>Demand Draft</b>” or “<b>Fixed Deposit Receipt</b>” or “<b>Bank Guarantee</b>” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “<b>Bid Security</b>”.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>In case a Bidder is quoting a price less than the Estimated Cost, then the Bidder shall mandatorily deposit an <b>Additional Performance Security</b> in the form of a “<b>Demand Draft</b>” or “<b>Fixed Deposit Receipt</b>” or “<b>Bank Guarantee</b>” and shall be unconditionally discharged in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha, <b>for an amount equivalent to the difference of the amount of Estimated Cost and the Quoted price. This is to be uploaded online in the e-tender portal and the hard copy is to be submitted along with the other tender documents.</b> This shall be valid for an expiry period of ten (10) Months from the last date of submission of Bid as per the NIT or any Corrigendum. The claim date shall be for a date, calculate for a period of twelve (12) Months from the date of expiry. This Additional Security shall be submitted as a part of the Price only and shall not be submitted under the Technical Bid by any chance; else the Bid shall be liable for rejection. This is a mandatory submission only for the Bidders who are quoting the prices less than the Estimated Cost in their Price Bid. This can be submitted as per Bid Form 3.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).</p>
<p>Bid Form 4 (Power of Attorney)</p>	<p>Original of the “<b>Power of Attorney</b>” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).</p>

1.3.3.4. 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 1.3.3.3. **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.

1.3.3.5. 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.

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

#### 1.3.4. Bid Prices

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

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

#### 1.3.5. Currencies of Bid and Payment

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

#### 1.3.6. Period of Validity of Bids

1.3.6.1. Bids shall remain valid for the time period as specified in Section 2 (BDS) after the last date of Bid submission as prescribed in the NIT or its subsequent Corrigendum. A Bid valid for a shorter period than the above shall be liable for rejection by OREDA.

1.3.6.2. In exceptional circumstances, prior to the expiration of the Bid validity period, OREDA may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 1.3.7, it shall also be extended suitably beyond the deadline of the extended validity period on a mutual basis beyond the initial validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

#### 1.3.7. Bid Security

1.3.7.1. The Bidder shall furnish Bid Security as per the Bid Form 3 pursuant to ITB Clause 1.3.3.2.

1.3.7.2. Unless otherwise specified in Section 2 (BDS), any Bid not accompanied by a fully compliant Bid Security in case one is required in accordance with ITB Clause 1.3.7.1, shall be liable for rejection by OREDA as non-responsive Bid.

1.3.7.3. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of unsuccessful Bidders shall be returned within a maximum time period of thirty (30) Days upon the Qualified Bidder accepting the Letter of Intent (LOI) with required formalities.

1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Qualified Bidder shall be returned within a maximum time period of sixty (60) Days after completion of bid validity period.

1.3.7.5. The Bid Security received against the previous NITs shall not be adjusted towards the Bid Security to be submitted against this NIT.

1.3.7.6. Bid Security of the Successful Bidder shall be returned upon submission of Performance Security and execution of Contract Agreement by OREDA Ltd. in respect of the selected bidder to whom the Work Order has been issued. The Bid Security shall remain valid for a period of **180 days** from the date of submission of the Price Bid under the said NIT.

1.3.7.7. The Bid Security amount, along with the Additional Performance Security (if any), shall be returned to the concerned successful bidder upon successful submission of performance security in accordance with the prescribed official formalities. The same shall also be returned to all other bidders who are not awarded the Work Order.

1.3.7.8. 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 Bidder
- i. fails to accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6; or
  - ii. unable to furnish the Performance Security pursuant to ITB Clause in case of award of work; or
  - iii. withdraws its price bid at any point of time
  - iv. withdraws its price bid after being declared L1 bidder
  - v. withdraws its price bid after issue of work order to the said bidder
  - vi. Unable to accept the work order after being declared L1 bidder
- c) If the bidder fails to complete the awarded work within the prescribed time limit or as per the conditions of the issued work order without satisfactory reasons (which shall be pre-approved by the competent authority of OREDA Ltd.).
- d) If the bidder with draws from the work after issuance of the work order without satisfactory reasons (which shall be pre-approved by the competent authority of OREDA Ltd.).
- e) If the bidder deviates from the conditions of the issued work order or the norms of the NIT at any point of time.
- 1.3.7.9. The Bid Form as given in ITB Clause 1.3.3 or any electronic form, if any and as available on the E-procurement Website, or any external form in Microsoft .xls or .xlsx format for the Technical Bid and the Price Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB Clause 1.4.1.1, unless a specific instruction provided therein in the NIT Document.
- 1.3.7.10. 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.
- 1.3.7.11. The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.
- 1.3.7.12. 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 to OREDA through E-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum.
- 1.4.2.2. OREDA may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in accordance with ITB Clause 1.2.3.2, in which case all rights and obligations of OREDA and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **1.4.3. Late Bids**

- 1.4.3.1. OREDA shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 1.4.2. Any Bid (either online or offline) received by OREDA after the deadline for submission of Bids shall be declared as a late Bid. Such late Bids shall be liable for rejection online, and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hardcopies in the original form shall be returned unopened to the Bidder.

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

#### **1.4.4. Withdrawal, Substitution, and Modification of Bids**

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

#### **1.4.5. Acceptance/ rejection of the Bids**

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

#### **1.4.6. Bid Opening**

##### **1.4.6.1. Technical Bid (Online and hardcopies)**

- a) Online Technical Bid:
  - i. OREDA shall open the online Technical Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.
- b) Hardcopies of Technical Bid:
  - i. OREDA shall open the hardcopies of the Technical Bids at OREDA's Office Address as per the timelines mentioned in the NIT or any Corrigendum. Such Technical Bid shall be opened in the presence of Bidders designated 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 hardcopies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- c) OREDA shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.

#### 1.4.6.2. Price Bid (online):

- a) OREDA shall conduct the opening of the Price Bids for all Bidders who are responsive in their Technical Bids after the evaluation being conducted by OREDA pursuant to ITB Clause 1.5.
- b) The Price Bids shall be opened online after the complete evaluation of the Technical Bids by OREDA. OREDA shall open the online Price Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.

## **1.5. Evaluation and Comparison of Bids**

### **1.5.1. Confidentiality**

- 1.5.1.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation for the issue of Work Order, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the issuance of Work Order is communicated to all Bidders, unless disclosure is required under applicable law, statutory requirement, or by an order of a competent authority.
- 1.5.1.2. Any attempt by a Bidder to influence OREDA's decision in the evaluation of the Bids or issuance of Work Order may result in the rejection of its Bid.
- 1.5.1.3. Not with standing ITB Clause 1.5.1.2, from the time of Bid opening to the time of issuance of Work Order, if any Bidder wishes to contact OREDA on any matter related to the bidding process, Any communication made other than in writing shall not be considered and may lead to rejection of the Bid.

### **1.5.2. Clarification of Bids**

- 1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical Bid and Price Bid, OREDA may, at its discretion, ask any Bidder for a clarification of its Bid. OREDA's request for clarification and the response shall be in writing only. No change in the substance of the Technical Bid or prices in the Price Bid shall besought, offered, or permitted. OREDA shall evaluate the clarification strictly for the purpose for which it was sought and shall not permit any material change in the substance of the Bid.
- 1.5.2.2. If a Bidder does not provide clarification of its Bid by the date and time set in OREDA's request for clarification, such Bid shall be liable for rejection.

### **1.5.3. Examination of Technical Bids**

- 1.5.3.1. OREDA shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission and ITB Clause 1.3.3.3. for hardcopy submission have been provided in order to assess the completeness of the Technical Bid.
- 1.5.3.2. OREDA shall confirm that all the requirements have been provided in the Technical Bid in all respect. If any material document or information is missing, the Bid may be rejected after giving the Bidder an opportunity to clarify, unless such omission constitutes a material deviation.

### **1.5.4. Responsiveness of Technical Bid**

- 1.5.4.1. OREDA's determination of a Technical Bid's responsiveness shall be strictly based on the contents of the Technical Bid, as mentioned in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.
- 1.5.4.2. If a Bid is not responsive to the requirements of the NIT, it shall be liable for rejection by OREDA and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **1.5.5. Qualification of the Bidder**

- 1.5.5.1. OREDA shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying requirements specified in Section 4 (QR).
- 1.5.5.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 1.3.3.
- 1.5.5.3. An affirmative determination shall be a pre-requisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in the disqualification of the Bid.

### **1.5.6. Correction of Arithmetical Errors**

- 1.5.6.1. During the evaluation of Price Bids, OREDA shall correct arithmetical errors on the following basis:
  - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.
  - d) The Bidder shall be notified in writing of the correction and shall be required to confirm acceptance within a specified time.
- 1.5.6.2. If the Bidder that submitted the lowest evaluated (L1) Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

### **1.5.7. Evaluation and comparison of Bids**

- 1.5.7.1. OREDA shall compare all responsive Bids to determine the Lowest Evaluated Bidder (L1) separately for each Package, in accordance with ITB Clause 1.5.6.2.

### **1.5.8. OREDA's right to accept any Bid, and to reject any or all Bids**

- 1.5.8.1. OREDA reserves the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time prior to the issue of Work Order, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hard copies in the original form shall be returned opened or unopened to the Bidder.
- 1.5.8.2. In case a Bidder emerges as L1 in both Packages, OREDA reserves the right to award both Packages to the same Bidder subject to capacity verification and satisfactory past performance.

## **1.6. Work Order**

### **1.6.1. Award Criteria**

- 1.6.1.1. The Contract shall be awarded Package-wise to the Bidder whose Bid has been determined as Lowest Evaluated (L1) and is found responsive and qualified as per the Bidding Document
- 1.6.1.2. The Successful Bidders shall be selected as per the procedures mentioned in Section 2 (BDS).

### **1.6.2. Issue of Letter of Intent**

- 1.6.2.1. Prior to the expiry of the period of Bid validity, OREDA shall notify the Qualified Bidder(s), in writing, that its Bid has been determined to be the lowest evaluated and responsive Bid in accordance with ITB Clause 1.5. At the same time, OREDA may also notify all other Bidders of the results of the bidding. In addition, OREDA may publish the results on the OREDA Website and E-procurement Website.
- 1.6.2.2. OREDA shall issue a Letter of Intent to all the selected bidder, as per LOI Form 1 under Section 7 (Annexure), subject to the Bidder whose Price Bid has been determined to be the lowest evaluated (L1) Bid and is responsive to the Bidding Document. Further, the quoted price is subject to approval from the authorities of OREDA or Department of Energy, GoO. The Bidder is also determined to be qualified for the issuance of Letter of Intent satisfactorily.

1.6.2.3. Upon receiving the Letter of Intent, the Successful Bidder shall fulfil all other requirements given under the Letter of Intent and submit the below mentioned critical documents within a maximum time period of fifteen (15) Days from the date of Letter of Intent and provide its acceptance, failing which OREDA may cancel the Letter of Intent and take action in accordance with ITB Clause 1.6.4.

Sl. No	Critical documents
1.	Acceptance to the Letter of Intent (LOI) by signing the copy of the Letter of Intent along with an Official seal, date and submission to OREDA Ltd.
2.	Submission of performance Security as per BDS clause No-2.1.9 of NIT
3.	Submission of detailed work plan along with timeline for implementation of project; as per the SOW Clause no- 3.4.1 of NIT.  The project timeline should be limited to 120 days from the date of issue of Work Order. (in your firm letter head)
4.	Submission of a site survey report as per the format provided.
5.	List and Contact details of various OEM for the procurement of solar photovoltaic module, inverter, battery, Module Mounting Structure and balance of System (BoS) for the Project implementation of RSPS out of the published empanelment list of OREDA Ltd. (in your firm letter head)
6.	Single line diagram (SLD) of each individual project site
7.	Proof of Local Office Address along with contact details of local project Manager (Registered office Address in Odisha for Project Implementation and Five-Year Maintenance Activity)  Copy of Odisha GST certificate (Preferable) (in your firm letter head)
8.	

**Note: OREDA reserves the right to update the Requirement of the critical documents during the actual issue of LOI.**

### 1.6.3. Performance Security

1.6.3.1. Within fifteen (15) Days of receipt of the Letter of Intent pursuant to ITB Clause 1.6.2, the Successful Bidder shall furnish the Performance Security as per LOI Form 2 under Section 7 (Annexure).

1.6.3.2. Performance Security shall be submitted Package-wise equivalent to **3%** of the Contract Value of respective Package. The Performance Security shall be denominated in Indian Rupees only.

1.6.3.3. The Performance Security shall be submitted as specified in Section 2 (BDS) and shall be in the form of Demand Draft, Fixed Deposit Receipt, or Bank Guarantee, issued in favor of Chief Executive Officer, OREDA, payable at Bhubaneswar, Odisha. The amount, validity period, and claim period shall be as specified in Section 2 (BDS). The Performance Security shall remain valid for the period specified therein, including the defect liability period, if applicable.

Failure to submit the Performance Security within the stipulated time shall attract action under ITB Clause 1.6.4.

### 1.6.4. Issue of Work Order

1.6.4.1. Failure of the Successful Bidder to complete all formalities specified in the Letter of Intent pursuant to ITB Clause 1.6.2 within the stipulated period may constitute grounds for cancellation of the Letter of Intent, after giving the Bidder a reasonable opportunity to explain. In such event, OREDA may forfeit the Bid Security in accordance with the provisions of the Bidding Document. Upon such cancellation, OREDA may issue the Letter of Intent to the next lowest evaluated (L2, L3, and so on in sequence) responsive and qualified Bidder at the price quoted by such Bidder in its Price Bid, subject to approval of the competent authority. If any such Bidder does not accept the Letter of Intent, OREDA may proceed to the next eligible Bidder in sequence or annul the bidding process in accordance with ITB Clause 1.5.8.

1.6.4.2. Upon completion of all formalities specified in the Letter of Intent within the stipulated timeline by the Successful Bidder, OREDA shall endeavor to issue the Work Order within fifteen (15) Days from the date of such completion.

## 2. Bid Data Sheet (BDS)

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

### 2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause				
2.1.1.	ITB Clause 1.1.1.3	<p><b>Name of the Project:</b>            Notice Inviting Tender (NIT) for design, engineering, supply, installation, testing and commissioning of Grid-connected Solar PV systems at government buildings such as Govt. ITIs, RPRC campus, fish hatcheries &amp; Sewage Treatment Plants (STPs) under WATCO across Odisha, along with comprehensive maintenance for seven (7) years.  <b>RFP no.: 1411 dated 06.04.2026</b></p>				
2.1.2.	ITB Clause 1.2.2.2	<p>The pre-bid meeting shall be conducted through an online pre-bid meeting.  <a href="https://meet.google.com/hwp-cznw-kve">https://meet.google.com/hwp-cznw-kve</a></p>				
2.1.3.	ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3	<p><b>Name of the Project Package</b></p>	<p><b>Estimated Cost (INR) Without GST</b></p>	<p><b>Bid Security (INR)</b></p>	<p><b>Cost of bid (INR)</b></p>	<p><b>Bid processing fee (INR)</b></p>
		<p><b>Package – I</b>            (578 kW) cumulative capacity of On-Grid (Grid-Connected) Rooftop Solar (RTS) PV systems at different buildings of Government ITI institutions located at Boudh, Ganjam, Puri and Baleswar Odisha</p>	2,50,85,200	5,01,704	10,500/-+ GST	3,000/- + GST
		<p><b>Package – II</b>            364 kW cumulative capacity of Ground Mounted Solar PV On-Grid System at Fish Hatcheries located at Bhanjanagar and sewerage treatment plant located at Kochilaput &amp; paikarpur khordha, Odisha.</p>	1,57,97,600	3,15,952	10,500/-+ GST	3,000/- + GST
		<p><b>Package – III</b>            215 kW cumulative capacity of Roof top and Ground Mounted Solar PV On-Grid System at RPRC campus area located at Bhubaneswar, Odisha.</p>	93,31,000	1,86,620	10,500/-+ GST	3,000/- + GST

BDS Clause reference	ITB Clause reference	Detailed Clause
		<p><b>The bid security and cost of bid amount is mandatory for all eligible bidders.</b></p> <p>The Bid Processing Fee shall be made in favor of “KSEDC Limited” payable at “Bengaluru”.</p> <p>In case of the Bid Security submitted is in the form of a Bank Guarantee/Fixed deposit receipt/Demand Draft, it shall issue unconditionally in favor of Chief Executive Officer, OREDA Limited payable at Bhubaneswar. The expiry date, and claim date are as follows:</p> <ul style="list-style-type: none"> <li>• <b>Expiry date:</b> 6 months from the original last date of submission of online Technical Bid</li> <li>• <b>Claim date:</b> Three (3) Months from the date of expiry</li> <li>• <b>Bank Details of OREDA Ltd:</b></li> </ul> <p>For the purpose of making Demand Draft or Bank Guarantee (BG) in favor of Chief Executive Officer, OREDA Ltd payable at Bhubaneswar;</p> <p>The following bank details may be considered:</p> <p><b>Account No: 924020075365443</b></p> <p><b>IFSC: UTIB0000024</b></p> <p><b>Axis Bank Ltd, Satya Nagar, Bhubaneswar</b></p> <p>In case a Bidder is quoting a price less than the Estimated Cost, then the Bidder shall mandatorily deposit an <b>Additional Performance Security</b> in the form of a Bank Guarantee/Fixed deposit receipt/Demand Draft, it shall issue unconditionally in favor of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha <b>for an amount equivalent to the difference of the amount of Estimated Cost and the Quoted price. This is to be uploaded online in the e-tender portal and the hard copy is to be submitted along with the other tender documents.</b> This shall be valid for an expiry period of Ninety (90) Days from the last date of submission of Bid as per the NIT or any Corrigendum. The claim date shall be for a date, calculate for a period of Three (3) Months from the date of expiry from the date of expiry. This Additional Security shall be submitted as a part of the Price only and shall not be submitted under the Technical Bid by any chance; else the Bid shall be liable for rejection. This is a mandatory submission only for the Bidders who are quoting the prices less than the Estimated Cost in their Price Bid. This can be submitted as per Bid Form 3.</p> <p><b>Note:</b> The conditions for release or forfeiture of the submitted Bid Security is mentioned in the ITB clause 1.3.7.</p> <p>The Bid Processing Fee shall be paid online through the designated e-procurement portal as per instructions. This can be submitted as per Bid Form 2.</p>
2.1.4.		<p><b>A Bidder may submit Bid for one or both Packages. However:</b></p> <ul style="list-style-type: none"> <li>• <b>Separate Price Bids shall be submitted for each Package.</b></li> <li>• <b>Bid Security shall be submitted Package-wise.</b></li> <li>• <b>Evaluation and award shall be carried out independently for each Package.</b></li> </ul>
2.1.5.	ITB Clause 1.3.6.1	<p><b>Bid validity period:</b> One Hundred Eighty (180) Days from the last date of Bid submission.</p>
2.1.6.	ITB Clause 1.4.1.1	<p><b>Procedure for submission of Bid:</b></p> <ul style="list-style-type: none"> <li>• For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only.</li> <li>• The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink “Register Me” to fill in the online registration form.</li> </ul>

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> <li>• The unregistered Bidders are required to pay a registration fee in favor of M/s. KSEDC Limited (Karnataka State Electronics Development Corporation Limited) payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein.</li> <li>• As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided.</li> <li>• After viewing the NIT on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by-step instructions are given below: <ul style="list-style-type: none"> <li>- Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed.</li> <li>- Click/ Double Click to open the Microsoft Internet Explorer</li> <li>- Go to Start &gt; Programs &gt; Internet Explorer. Type the E-procurement Website address “www.tenderwizard.com/OREDA” in the address bar of Internet Explorer to access the Login Screen.</li> <li>- Enter user id and password, click on “Go”.</li> <li>- Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password.</li> <li>- Click “Un Applied” to view/ apply for a new NIT.</li> <li>- Click on the “Request” icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. <ul style="list-style-type: none"> <li>◦ Click on the “Show Form” icon.</li> <li>◦ Bidding Document will appear on the screen.</li> <li>◦ Click “Click here to download” to download the Bidding Document.</li> </ul> </li> </ul> </li> <li>• The Bidder shall submit the Bid as per the terms of the Bidding Document.</li> <li>• 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.</li> <li>• Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not.</li> <li>• The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids.</li> <li>• The hardcopies as required to be submitted shall be submitted OREDA’s Office Address as per the timelines mentioned in NIT or any Corrigendum.</li> <li>• Please note down or take a print of the bid control number once it is displayed on the screen.</li> <li>• Bid opening events can be viewed online.</li> <li>• The Bids submitted by one Bidder can be viewed by other Bidders.</li> </ul>
2.1.7.	ITB Clause 1.6.1.1	<p>The Contract shall be awarded Package-wise to the Bidder whose Bid has been determined as Lowest Evaluated (L1) and is found responsive and qualified as per the Bidding Document.</p> <p>In case the L1 Bidder fails to comply with LOA conditions, OREDA reserves the right to:</p>

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> <li>• Invite the next lowest Bidder to match the L1 price subject to approval; or Cancel and re-tender the Package.</li> </ul>
2.1.8.	ITB Clause <b>Error!</b> Reference source not found.	<p><b>Performance Security:</b></p> <ul style="list-style-type: none"> <li>• For all <b>selected responsive bidders</b> eligible for the award of the <b>Letter of Intent (LOI)</b>, the submission of <b>Performance Security</b> is mandatory.</li> <li>• The Performance Security amount may be submitted in the form of a <b>Bank Guarantee (BG), Fixed Deposit Receipt (FDR) and Insurance Surety Bond</b>.</li> <li>• The total Performance Security amount shall be submitted as one BG/ FDR for the <b>maintenance period upto 7th year</b>.</li> <li>• The performance security must be <b>valid for 7 years</b> and must be submitted <b>at the time of acceptance of the LOI</b>.</li> <li>• The value of each part of the Performance Security shall be <b>3 % of the total work order value</b>.</li> </ul> <p><b>Note:</b> No waiver or concession shall be granted under any circumstances for the submission of the Performance Security.</p>

## 3. Scope of Work (SOW)

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

### 3.1. About the Project

#### 3.1.1. Introduction

The Scope of Work under this NIT includes Design, Engineering, Supply, Installation, Testing, Commissioning and Grid Synchronization of Grid-Connected On-Grid Rooftop Solar (RTS) PV Systems including Comprehensive Maintenance for a period of Seven (07) Years from the date of Commissioning under the following Packages:

The work packages are mentioned below;

	Description	Type of Project	Description of Scope
Package-I	578 kW cumulative capacity of Rooftop Solar PV On-Grid Systems at Government ITI Buildings located at Boudh, Ganjam, Puri and Baleswar, Odisha.	On-grid roof top solar project system with Net-meter connection	Complete EPC including 7-year Comprehensive Maintenance
Package-II	364 kW Ground Mounted Solar PV On-Grid System at Fish Hatcheries located at Bhanjanaga and sewerage treatment plant located at Kochilaput & paikarpur khordha, Odisha.	Grid connected Ground mounted solar project system with Net-meter connection	Complete EPC including 7-year Comprehensive Maintenance
Package-III	Total cumulative capacity of 215 kW of RSPS and grid connected ground mounted system at RPRC campus Bhubaneswar, Odisha.	Grid connected RSPS and Ground mounted solar pv system with Net-meter connection	Complete EPC including 7-year Comprehensive Maintenance

**Note: 1. The total project capacity as per the site inspection before issue of final work order may be increased or decreased at OREDA's discretion.**

The tentative list of buildings for each Package is provided below.

#### **Package-I (578 Grid connected RSPS)**

The details of buildings identified for solarization under this package are as follows:

Total number of buildings: 04 Nos.

Total cumulative capacity: 578 kW

The package is further divided into two parts based on capacity distribution:

- **Part–A**
  - Total capacity: 313 kW
  - Government I.T.I, Puri – 193 kW
  - Government I.T.I, Baleswar – 120 kW
- **Part–B**
  - Total capacity: 265 kW
  - Government I.T.I, Boudh – 140 kW
  - Government I.T.I, Ganjam – 125 kW

- **Award Criteria**

The L1 bidder shall be awarded Part–A (313 kW).

The L2 bidder, subject to acceptance of the L1 discovered price, shall be awarded Part–B (265 kW).

### **Package-II ( 364 kw Grid connected Ground mounted solar)**

- Fish Hatcheries, Bhanjanagar, Ganjam- 125 KW
- sewerage treatment plant, Kochilaput, khordha-136KW
- sewerage treatment plant, Paikarapur, khordha-103KW

### **Package-III (215 Grid connected RSPS & Ground mounted solar)**

- Ground mounted in RPRC campus area-100kw
- PNB Bank building-15KW
- MTC side main garage tin shed- 35kw
- Orchid tissue culture garage roof- 15kw
- Labrotory tin shed- 35kw
- Main store near four pole sub-station- 15 kw

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

Note:- The total project capacity may vary (+/- 10%) based on site feasibility, shadow analysis and structural suitability prior to issuance of final BOQ/work order.

## ***3.2. Roles and Responsibilities***

### **3.2.1. Roles and Responsibilities of the Successful Bidder for the implementation of Projects**

#### **3.2.1.1. Design and Engineering**

- a) The Successful Bidder shall complete the design and engineering of the Project as per the Technical Specification given in SOW Clause 3.3.1.2 using the Equipment as given in SOW Clause 3.2.1.2 and shall be developed as per the Applicable Law and the Prudent Utility Practices prevailing in Odisha.
- b) The Successful Bidder shall ensure that the remote communication facility is available at each at Project location. The Successful Bidder shall share the remote communication protocol as well as the login credentials (username, password, etc.) to OREDA for each project.
- c) The Successful bidder shall be responsible for commissioning of Net-Meter at the project site on-behalf of the beneficiary. The load-enhancement/contract demand enhancement shall be facilitated by the bidder on-behalf of the beneficiary.
- d) The Successful Bidder shall design for an adequate protection system as per the requirement of the site by taking lightning, wind speed, rainy season, other climatic conditions, sudden surges in voltage and current, etc.
- e) The Module Mounting Structure shall be designed to withstand wind speeds as per IS 875 (Part-3) and applicable wind zone classification of Odisha, but not less than 180 km/hr. has been provided at SOW Clause 3.3.1.2. However, depending on the actual site conditions, the Successful Bidder may propose for a change in the design of module mounting structures with due certification from a chartered engineer with regards to quality, durability and wind resistance capability for the abovementioned speed and install the same only after getting due approval from the Authorized Representative of OREDA.
- f) The Successful Bidder shall mandatorily visit all the sites and submit single line diagrams indicating all wiring details, connectivity details, etc. as per the Applicable Law and Prudent Utility Practices, prior to the procurement of Equipment and commencement of construction works at the site.
- g) The Successful Bidder shall submit the final civil, mechanical and electrical design & diagram, etc. to OREDA and obtain the approval from OREDA prior to the commencement of installation works.

- h) The Successful Bidder shall be responsible for carrying out any dismantling and reassembly work related to a specific RTS project undertaken by them, upon request from the concerned beneficiary and subject to prior approval from OREDA. Such services shall be provided at a nominal charge at any time during the CMC period.

#### 3.2.1.2. Supply of Equipment

- a) The Successful Bidder shall supply all the Equipment as per the Technical Specification given in SOW Clause 3.3.1.1.
- b) The Successful Bidder shall be responsible for the supply of all Equipment required for setting up respective On-grid application system.
- c) The Successful Bidder shall be responsible for procuring, packing, forwarding, loading, unloading, safekeeping, and handling of all Equipment including insurance coverage all the time until Acceptance of the Project pursuant to SOW Clause 3.2.1.5.
- d) The Successful Bidder shall be responsible to maintain the spares all the time until the expiry of the CMC Period. In no case, OREDA shall provide any spares until the expiry of CMC Period of the Plant and the Successful Bidder shall be responsible solely for the replacement of the spares for the reasons attributable to the Successful Bidder.

#### 3.2.1.3. Installation

- a) The Successful Bidder shall be responsible for carrying out the installation of all Equipment as per the design, SLDs, etc. approved by OREDA pursuant to SOW Clause **Error! Reference source not found.**
- b) The Successful Bidder shall be responsible for installation of the On-grid solar PV systems, BOS, solar PV array and required material as per the technical specifications and standards provided in the tender and testing the same in the presence of Authorized Officer.
- c) The Successful Bidder shall ensure to have a clean and tidy installation. The Successful Bidder shall ensure to consider the safety aspects into consideration and Proper lightning arrestor and earthing (minimum 3 earth pits per plant) shall be provided.
- d) The Successful Bidder shall install display boards mentioning the name of the Department, Project capacity, date of Commissioning, date of Acceptance, contact details of OREDA, CRC, and Successful Bidder at prominent places near to the project sites
- e) The Successful Bidder shall install danger boards, safety boards, etc. at suitable locations as per the Applicable Law and Prudent Utility Practices.
- f) The Successful Bidder shall ensure that earthing flats do not touch the walls/or any surface prone to human touch at any place and sufficient insulators shall be provided for the same.
- g) The Successful Bidder shall ensure the protection of life and property likely to be endangered due to the installation of the project.
- h) The installation process shall be documented step-by-step as per the instructions given in the Mobile Application (currently "Resolve" application) developed by OREDA through its Customer Relationship Centre (CRC). The Successful Bidder shall mandatorily install the Mobile Application from the CRC team (currently "Resolve" application) and get itself trained if required. The instructions are given in SOW Clause 3.3.1.6.

#### 3.2.1.4. Testing and Commissioning

- a) After completion of installation works, the Successful Bidder shall complete the testing and Commissioning in the presence of the Assistant Director of OREDA as well as the designated representative of the beneficiary. The committee comprising of the above persons shall be termed as the Commissioning Committee.
- b) The Successful Bidder shall take consultation from the Commissioning Committee on finalizing a date and time of testing and Commissioning.
- c) Upon completion of testing and Commissioning, the Commissioning Committee shall issue the Joint Commissioning Certificate to the Successful Bidder as per the format given in SOW Clause 3.3.1.4.
- d) Obtaining all clearances, permits, licenses including arrangement of Net-meter connection solely lies on the successful bidder.

- e) The testing and Commissioning process shall be documented step-by-step as per the instructions given in the Mobile App developed by OREDA through CRC ((currently “ReSolve” application).
- f) The format for the Commissioning Report is given in SOW Clause 3.3.1.4.

### 3.2.1.5. Acceptance

- a) The performance and health of the Project will be monitored for a period of ninety (90) Days from the date of Commissioning.
- b) The Commissioning Report followed during Commissioning as given in SOW Clause 3.3.1.43.3.1.2 shall be performed again before issuance of the Acceptance Certificate as per format given in SOW Clause 3.3.1.5.
- c) Upon Acceptance of the Project, the Comprehensive Maintenance of the Project shall begin as per SOW Clause 3.3.1.5.

### 3.2.1.6. Comprehensive Maintenance

- a) The Successful Bidder shall be required to undertake Scheduled Maintenance, Corrective Maintenance, and Breakdown Maintenance during the CMC Period.
- b) The Successful Bidder shall adhere to all maintenance procedures as required from time to time, without any protest or hesitation.
- c) The Successful Bidder shall undertake the Scheduled Maintenance as per the standard maintenance protocol given in SOW Clause 3.3.1.8. The Scheduled Maintenance process shall be documented step-by-step as per the instructions given in the Mobile App developed by OREDA through CRC ((currently “ReSolve” application).
- d) The Successful Bidder shall also undertake Corrective Maintenance and Breakdown Maintenance as and when required upon receipt of service request from CRC or OREDA or Department raised through the Mobile App ((currently “ReSolve” application) or any other medium as suggested by OREDA or Department from time to time. Such service request shall be resolved and made functional within a maximum period of seven (7) Days from the date of such service request raised through Mobile App (currently “ReSolve” application), failing which might restrict the Successful Bidder in participating in the future opportunities of OREDA, subject to the final decision at the discretion of OREDA only.
- e) The performance bank guarantee (PBG) will be forfeited for the year if the vendor fails to meet the criteria as specified in CMC Performance Report 7.5.8.
- f) In case failure in CMC Performance for any two years within the CMC period of 7 years, OREDA may debar/ blacklist the bidder for at least one year to participate directly/ indirectly in future tenders by OREDA.
- g) OREDA may conduct random inspections of the maintenance activities as deemed necessary. The Successful Bidder shall ensure that the solar power project (as applicable) is in proper operational condition before handing over the RE asset to the concerned beneficiary or to OREDA Limited upon the expiry of the CMC or Warranty Period.
- h) The Successful Bidder may continue to maintain the equipment for up to ten (10) years from the date of project commissioning, subject to the Department/OREDA's requirement after the expiry of the CMC period. During the initial five (5) years of the CMC period, any duration (in days) during which the RE asset remains non-functional shall automatically be added to the CMC period, in addition to the original five-year term from the date of commissioning.
- i) The Successful Bidder is required to train and guide the beneficiary for day-to-day Comprehensive Maintenance and upkeep of the Project.
- j) The Successful Bidder shall maintain the safety stock of spares required to Repair and Maintain Project all the time until the expiry of the Work Order and during CMC period.
- k) The Successful Bidder shall establish a local office in Odisha, so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.
- l) While submitting the CMC performance report (Appendix 8) every year for clearance of CMC bill by vendors, the vendor should submit the supporting reports generated from CRC portal duly signed by concerned Assistant Director/ authority from OREDA.
- m) The before and after photograph should be uploaded on CRC portal for every ticket closures.
- n) At the end of each completed CMC year, the CMC charges should be claimed within 60 days of the last date of 1<sup>st</sup> / 2<sup>nd</sup> / 3<sup>rd</sup> / 4<sup>th</sup>/ 5<sup>th</sup> / 6<sup>th</sup> / 7<sup>th</sup> year of the CMC period, failing which, it will be lapsed and the amount shall not be carried forward to the next year.
- o) There would be performance evaluation of every vendor based on asset maintenance during CMC period and it will be an important parameter / clause in the future NIT/EOI/tender to be floated by OREDA.

### 3.2.2. Insurance

- a) The Contractor has to submit the Insurance Policy covering CMC period for risks of Theft, Burglary & Non-Warranty parts coverage for the period of Seven (7) years to OREDA immediately
- b) A copy of the policy should be handed over to OREDA after commissioning of the project, failing which, the payment towards installation and commissioning will not be released.

### 3.2.3. Plant Performance Evaluation

The successful bidder shall be required to meet minimum guaranteed generation at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. **Minimum CUF of 14% should be maintained for a period of 7years. The bidder should send the periodic plant output details to OREDA for ensuring the CUF.**

**CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kW X 365 X 24).**

During grid failure, the SPV system stops generating. Any instances of grid failure need to be mentioned in the monthly/Quarterly report and those instances need to be authorized by Consumer. Then the period will be excluded in calculation of CUF.

Capacity of Solar PV plant (kWp)	Expected Generation @ 14% CUF (kWh)/Year	Penalty on the event of shortfall of generation
1	1226.4	(Expected Generation at CUF – Actual Generation – Shortfall of generation) × Penalty Rate (₹ per kW
5	6,132	(Expected Generation at CUF – Actual Generation – Shortfall of generation) × Penalty Rate (₹ per kW
10	12,264	(Expected Generation at CUF – Actual Generation – Shortfall of generation) × Penalty Rate (₹ per kW

No. of units generated – Solar monitoring systems, SCADA, generation metering data, Inverter RMS data at the inverter.

Shortfall of generation –

- a. Force majeure events.
- b. Grid unavailability
- c. Scheduled maintenance (with pre-approved downtime).

Penalty Rate - The highest tariff slab of the respective consumer

**Note: The bidder shall be required to pay the penalty for any generation shortfall through a Demand Draft (DD) drawn in favour of the Chief Executive Officer, OREDA Limited, payable at Bhubaneswar, as a pre-condition for the release of the Performance Bank Guarantee (PBG). In case of failure to deposit the said penalty amount, the same shall be recovered from the AMC amount payable to the bidder.**

### 3.2.4. Roles and Responsibilities of OREDA

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

## 3.3. Technical details of Project

### 3.3.1. Technical details of project

- 3.3.1.1. **Technical Specifications:** The Technical Specification of all Equipment are provided in Annexure 7.5.1.

- 3.3.1.2. **Designs and Drawings:** The tentative Designs and Drawings of the Project are provided in Annexure Appendix Form 2 (Indicative design and drawing for projects).
- 3.3.1.3. **Spares:** The required % of spares are mentioned in Annexure Appendix Form 2 (Spares).
- 3.3.1.4. **Installation cum Handing over Certificate:** The detailed Installation cum handing over is provided in Annexure 7.5.3.
- 3.3.1.5. **Joint Commissioning Certificate:** The format of the Joint Commissioning Certificate is provided in Annexure 7.5.4.
- 3.3.1.6. **Acceptance Certificate:** The format of the Acceptance Certificate is provided in Annexure 7.5.5.
- 3.3.1.7. **CRC guidelines:** The CRC guidelines are provided in Annexure 7.7.
- 3.3.1.8. **Scheduled Maintenance:** The detailed procedure and checklist for performing Scheduled Maintenance are provided in Annexure 7.5.6.
- 3.3.1.9. **Test Certificates:** The required test certificates are provided in Annexure 7.5.7.
- 3.3.1.10. **Insurance Document:** The requires Insurance documents to be provided

### 3.4. Project Timelines

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

Activities	Project Timelines
<b>Timeline for LOA and Acceptance during project allocation</b>	
Issue of LOA by OREDA	T0 (start date)
Acceptance of LOA and Submission of critical documents as per ITB clause by the Selected Bidder(s)	T1 = T0 + twenty-one (21) days
Installation-cum-handing over of the Solar PV power plant	T2 = T1 +ninety (90) days
Commissioning of the Solar power plant	T3 = T2 + forty-five (45) days
System Acceptance	T4 = T3 + ninety (90) days
CMC start date	T5 = T3 + one (1) day
CMC end date	T6 = T3 + seven (07) years

T0: start date

# 4. Qualification Requirement (QR)

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

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

## 4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	<p><b>Applicability:</b> The Bidder must be a</p> <p>4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or</p> <p>4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or</p> <p>4.1.1.3. sole proprietorship firm under the relevant laws in India.</p> <p>4.1.1.4. Multi State Cooperative Societies Registered under the Multi State Societies Act of 2002 is also eligible for bidding. A Multi State Cooperative Society should submit the registration under the Multi State Cooperative Act 2002 and the BYE Laws of the Society.</p> <p>4.1.1.5. Bidder should have a valid electrical license for performing Electrical work along with the valid license of Supervisor and Lineman.</p> <p>4.1.1.6. If the bidder does not hold the license within their own company/firm, they may declare an electrical license partner along with a copy of the partner's electrical license.</p> <p>4.1.1.7. The bidders must possess a valid <b>MSME or UDYOG registration certificate</b> clearly indicating the <b>NIC 5-digit code 35105</b> (Electric power generation using solar energy).</p> <p><b>Note:</b>  <b>1. Joint Venture (JV) and Consortium Agreement is not allowed.</b></p>	<p>The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45</p>
4.1.2.	<p><b>Specific Note:</b> For all eligible bidders</p> <p>4.1.2.1 The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.</p> <p>4.1.2.1 Submission of technical and financial qualifications through a <b>Joint Venture (JV)</b> or <b>Consortium Agreement</b> is <b>not permitted</b>. Additionally, <b>work orders obtained through sub-contracting or sub-letting will not be considered</b> for eligibility.</p>	<p>The Bidder shall submit a self-certification by an authorized person duly notarized to this effect.</p> <p>The Bidder must submit Bid Form 7.</p>

## 4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	<p><b>Applicability:</b> For all eligible Bidders</p> <p>OEMs for solar PV Modules, inverters, and structures are empaneled with OREDA.</p> <p>The list of approved OEMs by OREDA is available in the OREDA website: <a href="https://oredaodisha.com">https://oredaodisha.com</a></p> <p>OREDA reserves the sole right to continuously update the list of various OEMs.</p> <p>The Successful Bidders are required to procure and use the materials and equipment only from the empaneled OEMs as published by OREDA.</p>	<p>The Successful Bidders are required to procure and use the materials and equipment only from the empaneled OEMs as published by OREDA.</p> <p>A change of OEM is allowed in unavoidable situations (e.g., unavailability, supply delays, quality issues) with:</p> <ul style="list-style-type: none"> <li>- Prior approval from OREDA.</li> <li>- Submission of the latest datasheets and test reports from MNRE-approved labs.</li> <li>• The make/model will be finalized only with</li> </ul> <p>The Bidder must submit Bid Form 6 of Section 7 (Annexure), as a part of declaration only.</p> <p><b>Note:</b> The proof of all documents showcasing the possession of such copies of the Test Certificates by the Bidder shall be submitted as per the instructions given under the Letter of Intent and not at the time of Bid submission.</p>
4.2.2.	<p><b>Applicability:</b> For all eligible Bidders</p> <p>The Bidder must possess established high standards for 'quality' and 'environment health and safety' in line with ISO 9001 and ISO 14001 certifications respectively for but not limited to Solar PV modules, Inverters used in Projects</p>	<p>The Bidder shall declare that it has a copy of ISO certificate for ISO 9001 and ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM for its implementation.</p> <p>The Bidder must submit Bid Form 16 of Section 7 (Annexure).</p> <p><b>Note: The documentary evidences shall be submitted as a part of response to the Letter of Intent and prior to issuance of the Work Order, and not at the time of bidding.</b></p>

### 4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.3.1.	<p><b>Applicability:</b></p> <p>For all eligible Bidders</p> <p>The Bidder must have the experience of commissioning for a cumulative capacity as mentioned under the “Min. experience requirement in kW”, <b>in the last Five (5) financial years</b> from the last date of online submission of the Technical Bid in India.</p> <p>The minimum experience requirement shall be as follows:</p> <ol style="list-style-type: none"> <li><b>The Bidder must have successfully completed Solar Power Plant projects with a cumulative installed capacity of at least 2000 kW for Package-1 and 1500 kW for Package-2 and 1000Kw for package-III across Pan India, with a proven record of successful maintenance.</b></li> <li>The Bidder must have obtained and successfully executed <b>at least one (1) single work order equivalent to 60% of the bidding capacity of Solar Power Projects in the State of Odisha for the respective Package.</b></li> </ol> <p><b>Note</b> - Submission of technical and financial qualifications through a <b>Joint Venture (JV) or Consortium Agreement</b> is <b>not permitted</b>. Additionally, <b>work orders obtained through sub-contracting or sub-letting will not be considered</b> for eligibility.</p>	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the experience certificates issued by a state nodal agency/ commissioning certificate issued by any Government department/CPSU/State PSU/Govt. Agency.</p> <p>However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects.</p> <p>RTS projects implemented under the <b>Pradhan Mantri Surya Ghar Muft Bijli Yojana (PM-SGMBY)</b> shall be considered. The bidders must provide appropriate certificate or declaration along with report generated in the PMSGMBY portal.</p> <p><b>Bidders registered in Odisha must provide a GST certificate as proof of their registration in the state.</b>  <b>NB: The registration should be prior to 7 years from the date of issue of the RFP</b></p> <p>Note:  The Bidder must have the experience of commissioning the respective system for a cumulative capacity as mentioned under the “Min. experience requirement in kW”, in the last five (5) financial years from the last date of online submission of the Technical Bid in India</p> <ol style="list-style-type: none"> <li>The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information.</li> <li>Any workorder received through subletting or sub-contracting will not be considered as valid technical experience.</li> <li>The experience certificate/joint commissioning certificate shall clearly mention the capacity and the date of commissioning. The Joint Commissioning Certificate issued by only the concerned government authority as per the Prudent Utility Practices followed in India.</li> </ol> <p>The Bidder must submit Bid Form 4 of Section 7 (Annexure).</p>

## 4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document								
4.4.1.	<p><b>Applicability:</b> For all eligible Bidders</p> <p>The Bidder must have followed an aggregate average annual turnover of not less than the amount mentioned under the “Min. average annual turnover in Lakh INR” for which it is submitting its <b>Bid last three (3) financial years from FY22-23, FY 23-24 and FY 24-25 from the solar business only.</b></p> <table border="1" data-bbox="368 472 1002 801"> <thead> <tr> <th data-bbox="368 472 695 533">Application type</th> <th data-bbox="695 472 1002 533">Min. average annual turnover in Lakh INR</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 533 695 622">Eligible Bidders for Package-1</td> <td data-bbox="695 533 1002 622">300</td> </tr> <tr> <td data-bbox="368 622 695 712">Eligible Bidders for Package-2</td> <td data-bbox="695 622 1002 712">200</td> </tr> <tr> <td data-bbox="368 712 695 801">Eligible Bidders for Package-3</td> <td data-bbox="695 712 1002 801">100</td> </tr> </tbody> </table> <p><b>Note</b> - Submission of technical and financial qualifications through a <b>Joint Venture (JV)</b> or <b>Consortium Agreement</b> is <b>not permitted</b>.</p>	Application type	Min. average annual turnover in Lakh INR	Eligible Bidders for Package-1	300	Eligible Bidders for Package-2	200	Eligible Bidders for Package-3	100	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 5 of Section 7 (Annexure).</p> <p>It is important to note that the annual turnover for each financial year shall be the income/ earning/ revenue from the solar business only; and other income (if any) shall not be considered for evaluation.</p>
Application type	Min. average annual turnover in Lakh INR									
Eligible Bidders for Package-1	300									
Eligible Bidders for Package-2	200									
Eligible Bidders for Package-3	100									
4.4.2.	<p><b>Applicability:</b></p> <p>For all eligible Bidders</p> <p>Every bidder has to provide the Turn over certificate of their company for <b>three (3) financial years from FY22-23, FY 23-24 and FY 24-25</b> as per the Bid form 5.</p> <p>The business turnover certificate must be issued by a registered chartered accountant in the applicable format only.</p> <p><b>Note</b> – Failure to Submit the financial turnover certificate for the financial years in appropriate format from a registered Chartered Accountant may result in rejection of the bid.</p>	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 5 of Section 7 (Annexure).</p> <p>The bidder shall submit the income tax return certificate for the <b>last three (3) financial years from FY22-23, FY 23-24 and FY 24-25.</b></p>								

# 5. General Conditions of Contract (GCC)

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

## 5.1. General

### 5.1.1. Work Order

- 5.1.1.1. All documents forming part of the Work Order including any Amendment to the Work Order as per GCC Clause 5.1.2, and all parts thereof, are intended to be correlative, complementary, and mutually explanatory.
- 5.1.1.2. The Work Order constitutes all the terms and conditions for the Successful Bidder with respect to the Commissioning, and Acceptance of the Project along with its CMC Period. The CMC shall be executed between OREDA and the Successful Bidder as per the sample format provided in Annexure Clause 7.2.1.
- 5.1.1.3. The Work Order including any Amendment supersedes all communications, negotiations, and agreements (whether written or oral) made prior to the date of issuance of Work Order in case of any confusion with the Bidding Document at any point in time.
- 5.1.1.4. The Work Order shall be read as a whole.

### 5.1.2. Amendment

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

### 5.1.3. Independent Successful Bidder

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

### 5.1.4. Non-waiver

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

### 5.1.5. Severability

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

### 5.1.6. Communications

- 5.1.6.1. Wherever these conditions provide for issuing approvals, certificates, consents, determinations, notices, requests, and discharges, these communications shall be:
  - a) in writing along with a copy being sent to the other Party and delivered against its receipt; and
  - b) delivered, sent, or transmitted to the address of either Party, as stated in Work Order.

### 5.1.7. Law

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

### 5.1.8. Language

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

#### **5.1.9. Integrity Violation**

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

5.1.9.2. Applicable as per ITB Clause **Error! Reference source not found.**

## **5.2. Payment**

### **5.2.1. Total Price**

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

5.2.1.2. Unless an escalation clause is provided in GCC Clause 5.2.2, the Total Price shall be a firm lump sum amount, non-escalating, and not subject to any alteration, except in the event of a Change Order for the Project issued by OREDA.

5.2.1.3. Subject to SOW Clause 3.2.1, the Successful Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Total Price, which shall, except as otherwise provided for in the Work Order, cover all its obligations under the Work Order.

### **5.2.2. Terms of Payment**

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

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

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

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

### **5.2.3. Taxes**

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

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

### **5.2.4. Performance Security**

5.2.4.1. The Successful Bidder shall submit a Performance Security equivalent to 3% (Three Percent) of the total Work Order value of the respective Package within 21 Days from issuance of the Letter of Award. The Performance Security shall remain valid up to completion of the CMC period plus an additional 60 days.

### **5.2.5. Incoterms**

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

## **5.3. Intellectual Property**

### **5.3.1. License/Use of Technical Information**

5.3.1.1. For the Commissioning until Acceptance of the Project and during the CMC Period, the Successful Bidder hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to OREDA under the patents, utility models or other industrial property rights owned by the Successful Bidder or by a third party from whom the Successful Bidder has received the right to grant licenses thereunder, and shall also grant to OREDA a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to OREDA under the Work Order. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how, or other intellectual property rights from the Successful Bidder or any third party to OREDA.

5.3.1.2. The copyright in all drawings, documents and other materials containing data and information furnished to OREDA by the Successful Bidder herein shall remain vested in the Successful Bidder or, if they are furnished to OREDA directly or through the Successful Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

### **5.3.2. Confidential Information**

- 5.3.2.1. The Parties shall keep confidential and shall not, without the written consent of the other Party, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto, whether such information has been furnished prior to, during or following termination of the Work Order. Notwithstanding the above, a Party may furnish to its third parties such documents, data and other information it receives from the other Party to the extent required for the third parties to perform all the obligations under the Work Order, in which event the Party shall obtain from such third parties an undertaking of confidentiality similar to that imposed on the Party under this GCC Clause 5.3.2 and submit a copy of the same to the other Party with an immediate effect.
- 5.3.2.2. A Party shall not use such documents, data, and other information received from the other Party for any purpose other than for this Project and services as are required for the performance of the Work Order.
- 5.3.2.3. The obligation of a Party under GCC Clauses 5.3.2.1 and 5.3.2.2 above, however, shall not apply to that information which
- a) now or hereafter enters the public domain through no fault of that Party;
  - b) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto; and
  - c) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.
- 5.3.2.4. The above provisions of this GCC Clause 5.3.2 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Work Order in respect of the Project or any part thereof.
- 5.3.2.5. The provisions of this GCC Clause 5.3.2 shall survive termination, for whatever reason, of the Work Order.

## **5.4. Execution of the Project**

### **5.4.1. Representatives**

#### **5.4.1.1. Authorized Representative of OREDA**

The name of the Authorized Representative of OREDA shall be generally mentioned in the Work Order. If the Authorized Representative of OREDA is not named in the Work Order, then within seven (7) Days of the Effective Date, OREDA shall appoint and notify the Successful Bidder in selecting an Authorized Representative of OREDA. OREDA may from time to time appoint some other person as the Authorized Representative of OREDA as deemed necessary in place of the person previously so appointed and shall give notice of the name of such other person as Authorized Representative of OREDA to the Successful Bidder as required. Such an appointment shall only take effect upon the date of issuance of such notice by OREDA. The Authorized Representative of OREDA shall represent and act for OREDA at all times during the performance of the Work Order. All notices, instructions, orders, certificates, approvals and all other communications under the Work Order shall be given by the Authorized Representative of OREDA, except as herein otherwise provided.

All notices, instructions, information, and other communications given by the Successful Bidder to OREDA under the Work Order shall be given to the Authorized Representative of OREDA, except as herein otherwise provided.

#### **5.4.1.2. Project Manager, Construction Manager, and CMC Manager**

- a) The name of the Project Manager representing the Successful Bidder shall be generally mentioned in the Work Order. If the Successful Bidder's representative as Project Manager is not named in the Work Order, then within seven (7) Days of the Effective Date, the Successful Bidder shall appoint the Project Manager and shall request OREDA in writing to approve the Project Manager so appointed. If OREDA makes no objection to the appointment within seven (7) Days, the Project Manager shall be deemed to have been approved. If OREDA objects to the appointment within seven (7) Days, then the Successful Bidder shall appoint a replacement within seven (7) Days of such objection, and the foregoing provisions of this GCC Clause 5.4.1.2a) shall apply thereto.
- b) The Project Manager shall represent and act for the Successful Bidder at all times during the performance of the Work Order and shall give to the Authorized Representative of OREDA all the Successful Bidder's notices, instructions, information, and all other communications under the Work Order.
- c) All notices, instructions, information, and all other communications given by OREDA or the Authorized Representative of OREDA to the Successful Bidder under the Work Order shall be given to the Project Manager or, in its absence, its deputy, except as herein otherwise provided.
- d) The Successful Bidder shall not revoke the appointment of the Project Manager without OREDA's prior written consent. If OREDA consents thereto, the Successful Bidder shall appoint

some other person as the Project Manager, pursuant to the procedure set out in GCC Clause 5.4.1.2a).

- e) The Project Manager may, subject to the written approval of OREDA, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time; however, any such delegation or revocation shall be subject to a prior notice signed by the Project Manager and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Authorized Representative of OREDA.
- f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause 5.4.1.2e) shall be deemed to be an act or exercise by the Project Manager.
- g) From the commencement of works of the Project at the site until installation, Commissioning and Acceptance, the Project Manager shall additionally appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the site by the Successful Bidder and shall be present at the site as required during the performance of the Work Order in accordance with the terms of the Work Order. Whenever the Construction Manager is absent from the site, the Project Manager shall appoint a suitable person to act as the Construction Manager's deputy with prior notice of seven (7) Days before such a replacement and shall inform OREDA in writing prior to such changes.
- h) From the commencement of the CMC Period until its expiry, the Project Manager shall appoint a suitable person as the CMC Manager. The CMC Manager shall supervise all work done at the site by the Successful Bidder and shall be present at the site as required during the performance of the Work Order in accordance with the terms of the Work Order. Whenever the CMC Manager is absent from the site, the Project Manager shall appoint a suitable person to act as the CMC Manager's deputy with prior notice of seven (7) Days before such a replacement and shall inform OREDA in writing prior to such changes.
- i) OREDA may by notice to the Successful Bidder object to any representative or person employed by the Successful Bidder in the execution of the Work Order who, in the reasonable opinion of OREDA, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the site regulations. OREDA shall provide writing of the same, whereupon the Successful Bidder shall remove such person from the Project with an immediate effect.
- j) If any representative or person employed by the Successful Bidder is removed in accordance with GCC Clause 5.4.1.2i), the Successful Bidder shall, where required, promptly appoint a replacement; failure to which will lead to a material breach in the Work Order.

## 5.4.2. Work program

5.4.2.1. The Detailed Workplan shall be submitted separately for each Package and shall clearly indicate site-wise execution schedule.

### 5.4.2.2. Successful Bidder's Organization

Within thirty (30) Days from the Effective Date, the Successful Bidder shall submit to OREDA an organization chart showing the proposed team to be established by the Successful Bidder for carrying out work on the Project within the Project Timelines for achieving Commissioning and Acceptance as mentioned in SOW Clause 3.4. The organization chart shall include the identities of the key personnel and the short curricula vitae of such key personnel to be employed. The Successful Bidder shall promptly inform the Authorized Representative of OREDA in writing of any revision or alteration of such an organization chart, as applicable.

### 5.4.2.3. Detailed Workplan

Within thirty (30) Days from the Effective Date, the Successful Bidder shall submit to the Authorized Representative of OREDA a Detailed Workplan, made in a form acceptable to the Authorized Representative of OREDA and showing the sequence in which it proposes to achieve the Commissioning and Acceptance in line with the Project Timelines.

The Successful Bidder shall update the actual achievement against the Detailed Workplan as and when appropriate or when required by the Authorized Representative of OREDA, but without modification in the Project Timelines and any extension granted in accordance with GCC Clause 5.7.2 and shall submit all such revisions to the Authorized Representative of OREDA.

### 5.4.2.4. Progress of Detailed Workplan

If at any time the Successful Bidder's actual progress falls behind the Detailed Workplan, or it becomes apparent that it will so fall behind, the Successful Bidder shall promptly prepare and submit

to the Authorized Representative of OREDA a revised Detailed Workplan without changing any timelines with reference to the Project Timelines, taking into account the prevailing circumstances, and shall notify the Authorized Representative of OREDA of the steps being taken to expedite progress so as to achieve the Commissioning and Acceptance of the Project within the Project Timelines, any extension thereof entitled under GCC Clause 5.7.2, or any extended period as may otherwise be notified by OREDA.

## **5.5. Guarantees and Liabilities**

### **5.5.1. Delay Liquidated Damages**

- 5.5.1.1. The Successful Bidder guarantees that it shall achieve the Commissioning of the Project as per the Project Timelines or any extension thereof entitled under GCC Clause 5.7.2.
- 5.5.1.2. In case of failure on the part of the Successful Bidder to achieve the Commissioning timelines pursuant to GCC Clause 5.5.1.1, the Successful Bidder shall pay to OREDA a Delay Liquidated Damage for a sum equivalent to half percent (0.5%) of the Total Price for each week of the delay from the target date of Commissioning, to be calculated on pro-rata basis for each Day of delay, subject to a maximum of three percent (3%) of the Total Price.
- 5.5.1.3. Once the maximum limit of three (3%) is reached, OREDA may consider terminating the Work Order without prejudice to the other remedies of the Work Order. However, the OREDA may at own discretion allow reasonable time extension upon the written application of the Successful Bidder. If the delay is considered intentional or due to the negligence of the Successful Bidder, no extension can be allowed with the imposition of Delay Liquidated Damages. If the delay is considered to be genuine, then a suitable time extension can be allowed with/ without the imposition of the delay Liquidated Damages, to be evaluated on a case-to-case basis.
- 5.5.1.4. The payment of liquidated damages shall not in any way relieve the Successful Bidder from any of its obligations to complete the Project or from any other obligations and liabilities of the Successful Bidder under the Work Order.
- 5.5.1.5. The Delay Liquidated Damages shall be inclusive of all applicable taxes as applicable under the laws of India and such applicable taxes shall be borne by the Successful Bidder only.
- 5.5.1.6. The Successful Bidder acknowledges that the Delay Liquidated Damages payable by the Successful Bidder under this Work Order are a genuine pre-estimate of the losses suffered by OREDA and the compensation as contemplated is reasonable and not by way of any penalty.

### **5.5.2. Warranty**

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

### **5.5.3. Defect Liability**

- 5.5.3.1. The Successful Bidder warrants that the Projector any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Project supplied and of the work executed.
- 5.5.3.2. The Defect Liability Period shall be Seven (7) Years from the date of Commissioning of the Project.
- 5.5.3.3. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Project supplied or of the work executed by the Successful Bidder, the Successful Bidder shall promptly, in consultation and agreement with OREDA regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Project caused by such defect.
- 5.5.3.4. OREDA shall give the Successful Bidder a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. OREDA shall afford all reasonable opportunities for the Successful Bidder to inspect any such defect.
- 5.5.3.5. The Successful Bidder may, with the consent of OREDA, remove from the site any Projector any part of the Project that are defective if the nature of the defect, and/or any damage to the Project caused by the defect, is such that repairs cannot be expeditiously carried out at the site.
- 5.5.3.6. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Projector any part thereof, OREDA may give to the Successful Bidder a notice requiring that tests of the defective part of the Project shall be made by the Successful Bidder immediately upon completion of such remedial work, whereupon the Successful Bidder shall carry out such tests. If such part fails the tests, the Successful Bidder shall carry out further repair, replacement or making good, as the case may be, until that part of the Project passes such tests. The tests shall be agreed upon by OREDA and the Successful Bidder.

- 5.5.3.7. If the Successful Bidder fails to commence the work necessary to remedy such defect or any damage to the Project caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) Days), OREDA may, following notice to the Successful Bidder, proceed to do such work through a third party, and the reasonable costs incurred by OREDA in connection therewith shall be paid to OREDA by the Successful Bidder or may be deducted by OREDA from any monies due to the Successful Bidder or claimed under the Performance Security.
- 5.5.3.8. The vendor shall maintain insurance throughout the entire CMC period and submit a CMC Performance Report to OREDA, The Successful Bidder shall ensure minimum annual generation as per site-specific Performance Ratio (PR) of minimum 75%, subject to availability of grid power and no abnormal shadowing or external obstruction
- 5.5.3.9. If CUF falls below 14%, On generation shortfall the bidder needs to submit a DD to OREDA of equivalent amount as clause 3.2.3. Generation shortfall due to grid failure, DISCOM outage, or force majeure shall not be considered for penalty.
- 5.5.3.10. If the Projector any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Projector such part, as the case may be, shall be extended by a period equal to the period during which the Projector such part cannot be used by OREDA because of any of the aforesaid reasons.
- 5.5.3.11. Except as provided in GCC Clauses 5.5.2 and GCC Clause 5.6.3, the Successful Bidder shall be under no liability whatsoever and howsoever arising, and whether under the Work Order or at law, in respect of defects in the Projector any part thereof, the design or engineering or work executed that appear after Acceptance of the Projector any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Successful Bidder.

#### 5.5.4. Patent Indemnity

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

Such indemnity shall not cover any use of the Projector any part thereof other than for the purpose indicated by or to be reasonably inferred from the Work Order, any infringement resulting from the use of the Projector any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Successful Bidder, pursuant to the Work Order.

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

If the Successful Bidder fails to notify OREDA within seven (7) Days after receipt of such notice that it intends to conduct any such proceedings or claim, then OREDA shall be free to conduct the same on its own behalf. Unless the Successful Bidder has so failed to notify OREDA within the seven (7) Day period, OREDA shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

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

#### 5.5.5. Limitation of Liability

- 5.5.5.1. Except in cases of criminal negligence or willful misconduct,
- a) the Successful Bidder shall not be liable to OREDA, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful Bidder to pay the Delay Liquidated Damages to OREDA; and
  - b) the maximum liability of the Successful Bidder to OREDA, whether under the Work Order, in tort or otherwise, shall not exceed ten percent (10%) of the Total Price.

## **5.6. Risk Distribution**

### **5.6.1. Transfer of Ownership**

5.6.1.1. The ownership of the Project shall pass on to OREDA on fulfillment of the following:

a) Issuance of a certificate by the Successful Bidder stating that the Successful Bidder is free and clear from any and all claims, liens, security interest, encumbrances, unpaid vendors'/suppliers' lien or otherwise, arising out of or in connection to the performance of the Work Order as per Annexure Clause 7.6; and

b) Issuance of Acceptance Certificate by OREDA.

### **5.6.2. Risk**

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

a) Issuance of Acceptance Certificate by OREDA; and

b) Issuance of release and waiver of lien-free certificate by the Successful Bidder.

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

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

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

5.6.3.3. If the Successful Bidder fails to notify OREDA within seven (7) Days after receipt of such notice that it intends to conduct any such proceedings or claim, then OREDA shall be free to conduct the same on its own behalf. Unless the Successful Bidder has so failed to notify OREDA within the seven (7) Day period, OREDA shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

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

### **5.6.4. Insurance**

5.6.4.1. The selected Vendor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect until the issuance of the Acceptance Certificate, all necessary insurances. The Bid price is to be inclusive of all insurances taken.

5.6.4.2. The Successful Bidder shall be responsible to maintain the spares all the time until the expiry of the CMC Period. In no case, OREDA shall provide any spares until the expiry of CMC Period of the Plant and the Successful Bidder shall be responsible solely for the replacement of the spares for the reasons attributable to the Successful Bidder.

### **5.6.5. Change in Laws and Regulations**

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

#### 5.6.6. Force Majeure

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

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

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

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

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

5.6.6.5. No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall

- a) constitute a default or breach of the Work Order, or
- b) if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

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

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

## **5.7. Change in Work Order Elements**

### **5.7.1. Change Order**

- 5.7.1.1. A Change Order shall be issued only by OREDA. Any change made necessary because of a default by the Successful Bidder in the performance of its obligations shall not be considered a Change Order.
- 5.7.1.2. Change Orders may be initiated by OREDA at any time by the issuance of a Change Order notice to the Successful Bidder. The Successful Bidder shall not make any alteration and/ or modification of the Project unless the OREDA instructs or approves a Change Order in writing.
- 5.7.1.3. If the Owner issues a Change Order notice, the increase could in the range of (one hundred percent) 100% of the total bidding quantum and there shall be no change in the prices as quoted by the Bidder in its Price Bid. There shall be no change in Project Timelines.

### **5.7.2. Extension of achieving Commissioning and Acceptance**

- 5.7.2.1. The Project Timelines as specified in the SOW Clause 3.4 shall be extended if the Successful Bidder is delayed or impeded in the performance of any of its obligations under the Work Order by reason of any of the following:
  - a) any occurrence of Force Majeure as provided in GCC Clause 5.6.6,
  - b) by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Successful Bidder, subject to the final decision of OREDA.

### **5.7.3. Suspension**

- 5.7.3.1. OREDA may request, by notice to the Successful Bidder, to order the Successful Bidder to suspend performance of any or all of its obligations under the Work Order. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Successful Bidder shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Project, until ordered in writing to resume such performance by OREDA.
- 5.7.3.2. If the Successful Bidder's performance of its obligations is suspended or the rate of progress is reduced pursuant to GCC Clause 5.7.3, then the Project Timeline shall be extended in accordance with GCC Clause 5.7.2.1.
- 5.7.3.3. During the period of suspension, the Successful Bidder shall not remove from the site any Project, any part of the Project or any Successful Bidder's tools and tackles, without the prior written consent of OREDA.

### **5.7.4. Termination**

#### **5.7.4.1. Termination for OREDA's Convenience**

- a) OREDA may at any time terminate the Work Order for any reason by giving the Successful Bidder a notice of termination that refers to this GCC Clause 5.7.4.1.
- b) Upon receipt of the notice of termination as per the GCC Clause 5.7.4.1a), the Successful Bidder shall either immediately or upon the date specified in the notice of termination
  - i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,
  - ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1i.B,
  - iii. remove all Successful Bidder's tools and tackles from the site, repatriate the Successful Bidder's and its personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition, and
  - iv. subject to the payment specified in GCC Clause 5.7.4.1c),
    - A. deliver to OREDA the parts of the Project executed by the Successful Bidder up to the date of termination, and
    - B. deliver to OREDA all non-proprietary drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.
- c) In the event of termination of the Work Order under GCC Clause 5.7.4.1a), OREDA shall pay to the Successful Bidder the following amounts:
  - i. the Work Order Price, properly attributable to the parts of the Project executed by the Successful Bidder as of the date of termination

#### **5.7.4.2. Termination for Successful Bidder's Default**

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

- i. if the Successful Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Successful Bidder is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Successful Bidder takes or suffers any other analogous action in consequence of debt
- ii. if the Successful Bidder assigns or transfers the Work Order or any right or interest therein in violation of the provision of GCC Clause 5.7.5.
- iii. if the Successful Bidder, in the judgment of OREDA has engaged in Integrity Violation practices, as defined in GCC Clause 5.1.9.

b) If the Successful Bidder

- i. has abandoned or repudiated the Work Order
- ii. has without valid reason failed to commence work on the Project promptly or has suspended the progress of Work Order performance for a prolonged period (30 days) even after receiving a written instruction from OREDA to proceed
- iii. persistently fails to execute the Work Order in accordance with the Work Order or persistently neglects to carry out its obligations under the Work Order without just cause
- iv. refuses or is unable to provide sufficient materials, services or labour to execute and complete the Project in the manner specified in the Project Timelines as per SOW Clause 3.4 at rates of progress that give reasonable assurance to OREDA that the Successful Bidder can attain Commissioning and Acceptance of the Project, then OREDA may, without prejudice to any other rights it may possess under the Work Order, give notice to the Successful Bidder stating the nature of the default and requiring the Successful Bidder to remedy the same. If the Successful Bidder fails to remedy or to take steps to remedy the same within fourteen (14) Days of its receipt of such notice, then OREDA may terminate the Work Order forthwith by giving a notice of termination to the Successful Bidder that refers to this GCC Clause 5.7.4.2.

c) Upon receipt of the notice of termination under GCC Clause 5.7.4.2, the Successful Bidder shall, either immediately or upon such date as is specified in the notice of termination,

- i. cease all further work, except for such work as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,
- ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1B,
- iii. deliver to OREDA the parts of the Project executed by the Successful Bidder up to the date of termination complete in all respect, and
- iv. deliver to OREDA all drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.

d) OREDA may enter upon the site, expel the Successful Bidder, and complete the Project itself or by employing any third party. OREDA may, to the exclusion of any right of the Successful Bidder over the same, take over and use with the payment of a fair rental rate to the Successful Bidder, with all the maintenance costs to the account of OREDA and with an indemnification by OREDA for all liability including damage or injury to persons arising out of OREDA's use of such Equipment, any Successful Bidder's equipment owned by the Successful Bidder and on the site in connection with the Project for such reasonable period as OREDA considers expedient to achieve the Commissioning and Acceptance.

e) Upon completion of the Project or at such earlier date as OREDA thinks appropriate, OREDA shall give notice to the Successful Bidder that such Successful Bidder's equipment will be returned to the Successful Bidder at or near the site and shall return such Successful Bidder's equipment to the Successful Bidder in accordance with such notice. The Successful Bidder shall thereafter without delay and at its cost remove all Successful Bidder's tools and tackles from the site, repatriate the Successful Bidder's personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition.

f) Subject to GCC Clause 5.7.4.2g), the Successful Bidder shall be entitled to be paid the Work Order price attributable to the Project executed as of the date of termination, the value of any unused or partially used Project on the site, and the costs, if any, incurred in protecting the Project and in leaving the site in a clean and safe condition pursuant to GCC Clause 5.7.4.2c)i. Any sums due to OREDA from the Successful Bidder accruing prior to the date of termination shall be deducted from the amount to be paid to the Successful Bidder under this Work Order.

g) If OREDA completes the Project, the cost of completing the Project by OREDA shall be determined.

- i. If the sum that the Successful Bidder is entitled to be paid, pursuant to GCC Clause 5.7.4.2f), plus the reasonable costs incurred by OREDA in completing the Project, exceeds the Total Price mentioned in the Work Order, the Successful Bidder shall be liable for such excess.
  - ii. If such excess is greater than the sums due to the Successful Bidder under GCC Clause 5.7.4.2f), the Successful Bidder shall pay the balance to OREDA.
- h) OREDA and the Successful Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

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

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

#### **5.7.5. Assignment**

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

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

## **5.8. Disputes and Arbitration**

### **5.8.1. Mutual Settlement**

5.8.1.1. If any dispute or difference shall arise between OREDA and the Successful Bidder out of, relating to or in connection with the Work Order (including its existence, breach, termination or validity) or the performance of the Comprehensive Maintenance under the Work Order, it shall, in the first instance be referred to the Chief Executive Officer, OREDA and the Successful Bidder's senior management. The Chief Executive Officer, OREDA shall make every effort to amicably resolve the dispute or differences arising between the Parties and provide its written decision within a maximum time period of fifteen (15) Days of the dispute being referred to it by either Party.

5.8.1.2. If the Chief Executive Officer, OREDA has given its written decision to the Parties and no claim to arbitration has been communicated to it by either Party within two (2) Days from receipt of such notice, the said decision shall become final and binding on the Parties.

5.8.1.3. In the event that the Chief Executive Officer, OREDA fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either OREDA or the Successful Bidder is dissatisfied with any such decision, either Party may, within fifteen (15) Days after the date on which such decision is required to be provided in accordance with GCC Clause 5.8.1.1, whether the decision is provided by the Chief Executive Officer, OREDA during such period or not, refer the matter to the Energy Secretary to the Government of Odisha for a resolution.

5.8.1.4. The Energy Secretary to the Government of Odisha shall make every effort to amicably resolve the dispute or differences arising between the Parties and provide its written decision within a maximum time period of seven (7) Days of the dispute being referred to it by either Party.

5.8.1.5. In the event that the Energy Secretary to the Government of Odisha fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either OREDA or the Successful Bidder is dissatisfied with any such decision, either Party may, within fifteen (15) Days after the date on which such decision is required to be provided in accordance with GCC Clause 5.8.1.4, whether the decision is provided by the concerned Secretary of the admin department to the Government of Odisha during such period or not, refer the matter in dispute to arbitration as hereinafter provided in GCC Clause 5.8.2.

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

## 5.8.2. Arbitration

- 5.8.2.1. If disputes or differences between the Parties are not resolved under Clause 5.8.1, the same shall be referred for arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 5.8.2.2. The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed by the Parties mutually, in accordance with the Arbitration and Conciliation Act, 1996.
- 5.8.2.3. The Successful Bidder shall continue to perform its obligations under this Contract during the arbitration proceedings.
- 5.8.2.4. The arbitration proceedings shall be in English and shall take place in Bhubaneswar, Odisha. The courts in Bhubaneswar, Odisha shall have jurisdiction on any matter connected with or arising under this Contract. The law governing the arbitration and the process shall be Indian law only.
- 5.8.2.5. The arbitration shall be the sole and exclusive remedy between the Parties regarding the dispute referred to arbitration and any claims, counterclaims, issues or accountings presented to the tribunal in connection with such dispute.
- 5.8.2.6. The award rendered in any arbitration commenced hereunder shall be final, conclusive, and binding on the Parties.
- 5.8.2.7. The Parties hereby undertake to implement the award with an immediate effect.

## 6. Special Conditions of Contract (SCC)

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

### 6.1. Specific provisions of GCC

SCC Clause reference	GCC Clause reference	Detailed Clause															
6.1.1.	GCC Clause 5.2.2.1	<p><b>Payment:</b></p> <p>The payment for workorder shall be made in the following manner:</p> <table border="1"> <thead> <tr> <th>Milestone</th> <th>Payment term</th> <th>Support documents</th> </tr> </thead> <tbody> <tr> <td>On Supply of Materials and successful Installation of the RTS Solar Power Plant</td> <td> <p><b>Seventy percent (70%)</b> of the Total Price + 100 % applicable Tax at the time of invoicing, as specified in the Work Order.</p> <p>The Successful Bidder shall be responsible for submission of net-metering application, liaison with DISCOM, and installation of net-metering system as per applicable regulations</p> </td> <td> <p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> <li>• Installation cum handing over certificate duly signed and certified by authorized representative of beneficiary organization and OREDA Ltd</li> <li>• Duly signed net-metering application</li> <li>• Warranty certificates</li> <li>• GPS based photograph</li> <li>• Submission of executed version of CMC as per the sample format provided in Annexure Clause 7.2.1</li> <li>• Dos &amp; Don'ts in the form of a booklet</li> <li>• Photographs of all installations in a specified manner</li> <li>• Compliance to CRC process using the ReSolve Mobile App</li> <li>• Insurance Copy of asset.</li> </ul> </td> </tr> <tr> <td>On commissioning of solar power plant</td> <td> <p><b>Thirteen percent (13%)</b> of the Total Price as specified in the Work Order</p> </td> <td> <ul style="list-style-type: none"> <li>• Joint Commissioning Certificate (JCC)</li> <li>• JCC Report</li> <li>• Net meter Commissioning Report</li> <li>• Login credentials of Inverter for generation data monitoring.</li> </ul> </td> </tr> <tr> <td>Acceptance of the solar PV Power plant</td> <td> <p><b>Balance ten percent (10%)</b> of the Total Price as specified in the Work Order</p> </td> <td> <ul style="list-style-type: none"> <li>• Acceptance Certificate</li> <li>• Acceptance Report (CRC)</li> <li>• CMC Manual</li> <li>• Generation report</li> </ul> </td> </tr> <tr> <td>On completion of CMC of each year up to 7th year of CMC</td> <td> <p>One percent (1%) of the Total Price as specified in the Work Order for</p> </td> <td> <ul style="list-style-type: none"> <li>• CMC Performance report of Project from OREDA as per Annexure Clause 7.5.8</li> </ul> </td> </tr> </tbody> </table>	Milestone	Payment term	Support documents	On Supply of Materials and successful Installation of the RTS Solar Power Plant	<p><b>Seventy percent (70%)</b> of the Total Price + 100 % applicable Tax at the time of invoicing, as specified in the Work Order.</p> <p>The Successful Bidder shall be responsible for submission of net-metering application, liaison with DISCOM, and installation of net-metering system as per applicable regulations</p>	<p>The payment shall be made upon due verification by OREDA on the following documents:</p> <ul style="list-style-type: none"> <li>• Installation cum handing over certificate duly signed and certified by authorized representative of beneficiary organization and OREDA Ltd</li> <li>• Duly signed net-metering application</li> <li>• Warranty certificates</li> <li>• GPS based photograph</li> <li>• Submission of executed version of CMC as per the sample format provided in Annexure Clause 7.2.1</li> <li>• Dos &amp; Don'ts in the form of a booklet</li> <li>• Photographs of all installations in a specified manner</li> <li>• Compliance to CRC process using the ReSolve Mobile App</li> <li>• Insurance Copy of asset.</li> </ul>	On commissioning of solar power plant	<p><b>Thirteen percent (13%)</b> of the Total Price as specified in the Work Order</p>	<ul style="list-style-type: none"> <li>• Joint Commissioning Certificate (JCC)</li> <li>• JCC Report</li> <li>• Net meter Commissioning Report</li> <li>• Login credentials of Inverter for generation data monitoring.</li> </ul>	Acceptance of the solar PV Power plant	<p><b>Balance ten percent (10%)</b> of the Total Price as specified in the Work Order</p>	<ul style="list-style-type: none"> <li>• Acceptance Certificate</li> <li>• Acceptance Report (CRC)</li> <li>• CMC Manual</li> <li>• Generation report</li> </ul>	On completion of CMC of each year up to 7th year of CMC	<p>One percent (1%) of the Total Price as specified in the Work Order for</p>	<ul style="list-style-type: none"> <li>• CMC Performance report of Project from OREDA as per Annexure Clause 7.5.8</li> </ul>
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SCC Clause reference	GCC Clause reference	Detailed Clause	
			<p>each year up to 7th Year of CMC. Total payment to be processed during the 7-year CMC period is Balance seven percent (7%) of the Total Price as specified in the Work Order</p> <ul style="list-style-type: none"> <li>The report should include 14% CUF achievement.</li> <li>On generation shortfall the bidder needs to submit a DD to OREDA of equivalent amount as clause 3.2.3.</li> <li>A decrease in CUF may impact future allotment of work and participation in OREDA tenders, which will be at the sole discretion of OREDA.</li> </ul>
		<p>On completion of CMC for 7th year from commissioning of the Project ( BG)</p>	<p>Bank Guarantee: The BG (performance security) amount (3%) as specified in the Works Order, to be returned</p> <ul style="list-style-type: none"> <li>Successful submission of CMC Performance report of each year (1<sup>st</sup> – 7<sup>th</sup> year) with respect to the installed Solar PV Project.</li> <li>Settlement of dues, if any with respect to generation shortfall in pursuant to clause 3.2.3 .</li> <li>Successful handing over of the Solar PV power plant to the respective beneficiary department in working condition.</li> </ul>
6.1.2.	GCC Clause 5.5.2.1	<p><b>Warranty:</b></p> <p>The Warranty in respect of the Equipment, as applicable shall be as follows:</p> <ul style="list-style-type: none"> <li><b>Solar photovoltaic modules:</b> Performance Warranty with guaranteed ninety percent (90%) production at the end of 10<sup>th</sup> year of operation and 80% (eighty percent) at the end of the 25<sup>th</sup> year of operation from the date of Commissioning of the Project. Product Warranty for a period of seven (7) years from the date of Commissioning of the Project.</li> <li><b>Module mounting structures:</b> Product Warranty period of Seven (7) years from the date of Commissioning of the Project.</li> <li><b>Power Conditioning Unit/ Inverter:</b> Product Warranty period of Seven (7) years from the date of Commissioning of the Project</li> <li><b>Balance of system:</b> Product Warranty period of Seven (7) years from the date of Commissioning of the Project.</li> <li>In case the OEM becomes insolvent or ceases operation during the warranty period, the Successful Bidder shall remain fully responsible for honoring the warranty obligations.</li> </ul> <p>As a testimony, the Successful Bidder must submit the Warranty certificate and service agreement with the OEM/ suppliers prior to achieving Commissioning of the Project. Any defect noticed during the Warranty period should be rectified/ replaced by the Successful Bidder either through OEM/ suppliers or by itself, free of cost, upon due intimation by OREDA.</p> <p>In case any OEM/ supplier provides a Warranty period more than Seven (7) years from the date of Commissioning of the Project, then the Successful Bidder shall provide the same to OREDA even if the Warranty period exceeds the CMC Period.</p>	

# 7. Annexure

## 7.1. Bid Forms – Technical Bid

### 7.1.1. Bid Form 1 (Bid Processing Fee)

#### Bid Processing Fee

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Bid Processing Fee paid to the E-procurement Website "www.tenderwizard.com/OREDA".

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

name] Seal: [insert seal of the Bidder]

### 7.1.2. Bid Form 2 (Cost of Bid)

#### Cost of Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

### 7.1.3. Bid Form 3 (Bid Security) & (Additional Performance Security)

#### Bid Security

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Bid Security submitted in the form of [Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee].

The Demand Draft no. is [insert], dated [DD MMM YYYY] (in case of a demand draft), or

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

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

Plac [sign here]  
e: Signature  
[inse Name of Authorized Signatory: [insert name]  
rt Designation: [insert designation]  
place Name of the Bidder: [insert Bidder's legal entity name]  
] Seal: [insert seal of the Bidder]

### **Bid Security (applicable only in case of Bank Guarantee)**

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

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

Date: [DD MMM YYYY]

To

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

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit its Bid with respect to Package [insert package] for **design, engineering, supply, installation, testing and commissioning of grid-connected solar PV systems at government buildings such as govt. ITIs, RPRC campus, fish hatcheries & Sewage Treatment Plants (STPS) under WATCO across odisha, along with comprehensive maintenance for seven (7) years** with reference to NIT no. [insert NIT no.] dated [DD MMM YYYY]. AND WHEREAS it has been stipulated by OREDA in the said NIT that the Bidder shall furnish OREDA with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Bid Security for compliance with its obligations in accordance with the Bidding Document.

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

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

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

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

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

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

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "OREDA Limited" and payable at Bhubaneswar.

The following bank details may be considered:

Account No: 924020075365443

IFSC: UTIB0000024

Axis Bank Ltd, Satyanagar, Bhubaneswar

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

Our branch at [Name and address of the branch] is liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the

Branch Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

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

In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.

#### 7.1.4. Bid Form 4 (Power of Attorney)

##### Power of Attorney

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

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

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer  
OREDA Ltd.

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 design, engineering, supply, installation, testing and commissioning of grid-connected solar PV systems at government buildings such as govt. ITIs, RPRC campus, fish hatcheries & Sewage Treatment Plants (STPS) under WATCO across odisha, along with comprehensive maintenance for seven (7) years**, with reference to the NIT no. [insert NIT 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 may require us to submit. The Authorized Signatory is further authorized to make representations to OREDA and provide information/ responses to OREDA, representing us in all matters before OREDA, and generally dealing with OREDA in all matters in connection with our Bid and during the performance of the Work Order.

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

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

Signature of the executant

Name:

Designation:

Address:

Company:

Accepted by

Signature of the Authorized Signatory

Name:

Designation:

Address:

Company:

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

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

WITNESS

Signature:  
Name:  
Address:

Signature:  
Name:  
Address:

Notes:

1. The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under the common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by a Board Resolution.
1. The person authorized under this Power of Attorney shall be a person holding the responsible post and designation in the company.
2. The Board Resolution forms a part of the Power of Attorney.

## Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.]

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

Resolved that we, [insert name of the Bidder], do agree to participate in the NIT invited by OREDA vide NIT no. [insert NIT no.] dated [DD MMM YYYY] for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for or **design, engineering, supply, installation, testing and commissioning of grid-connected solar PV systems at government buildings such as govt. ITIs, RPRC campus, fish hatcheries & Sewage Treatment Plants (STPS) under WATCO across odisha, along with comprehensive maintenance for seven (7) years.**

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

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

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

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

Name of the Authorized Signatory  
Specimen signature of Authorized Signatory

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

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

#### Covering Letter of Technical Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Sub: Submission of Technical Bid for **design, engineering, supply, installation, testing and commissioning of grid-connected solar PV systems at government buildings such as govt. ITIs, RPRC campus, fish hatcheries & Sewage Treatment Plants (STPS) under WATCO across odisha, along with comprehensive maintenance for seven (7) years.**

Dear [Sir/ Madam],

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

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

We hereby undertake the following:

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

1. We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Technical Bid shall result in rejection of our Technical Bid.
2. We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Technical Bid. In case of any false documents submitted and found any time in the future, we shall be liable to be proceeded as per Applicable Law.
3. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
4. We hereby declare and confirm that only we are submitting our Bid and that our parent, affiliate, the ultimate parent or any group companies with which we have direct or indirect relationships are not separately submitting their Bid.
5. We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.
6. We confirm that the Technical Bid submitted are subject to the verification solely by appropriate authorities of OREDA as per all the terms of the Bidding Document and agree that the decision taken by OREDA shall be final and binding on us.
7. We declare that our Technical Bid is fully compliant to the qualification requirement mentioned under Section 4 (QR) and we have not misrepresented any information provided in our Bid.
8. We confirm that any genuine changes made by OREDA in the interest of the Project with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to OREDA.
9. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

### 7.1.6 Bid Form 6 Technical Qualification

(Applicable for all eligible Bidders)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer  
OREDA Limited

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

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

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

Technical Qualification	Details -
Completed capacity(kW) of Design, supply, installation and commissioning of solar power plants within the last 3 years.	

The details pertaining to the reference assignment are given below:

Sr. No.	Item Description	Reference project [insert]**
1.	Title of the assignment with a brief of scope	
2.	Actual contract value	[insert] Lakh INR
3.	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:
4.	Details of the letter of awards/ work orders/ contract	Work order no.: Date of work order: [DD MMM YYYY]
5.	I have attached the JCC/Completion Certificate issued by the concerned government authority as per the Prudent Utility Practices followed in Odisha.	[Yes/ No]

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

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

[Please attach the proof of documents]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 7.1.7 Bid Form 7 (Financial Qualification)

#### Financial Qualification (Applicable for all eligible Bidders)

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

To

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

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

#### Average annual turnover:

Particulars	Unit	FY22-23	FY23-24	FY24-25
Annual turnover from solar business only#	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from solar business only#	Lakh INR	[insert]		
Annual turnover from other than solar business only#*	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from other than solar business only#*	Lakh INR	[insert]		
Annual turnover from business only#*	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from business only#*	Lakh INR	[insert]		

# other income is not considered

\*Strick-off if not applicable

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

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

Date: [DD MMM YYYY]

[sign here]

Place: [insert place]

Signature

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

Designation: [insert designation]

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

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

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]

### 7.1.8 Bid Form 8 (Declaration for procurement of materials from selected OEMs by OREDA)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: [ceoreda@oredaorissa.com](mailto:ceoreda@oredaorissa.com)

We, the undersigned, declare that upon receive of the work order, we shall procure the required materials and equipment from the empaneled OEMs list as published by OREDA in their official website or official order by OREDA.

For any deviation or unavoidable circumstances, we shall obtain necessary prior approval from OREDA before start of work or material procurement.

#### Note:

1. The proof of all documents showcasing the invoices of materials, Test Certificates, material delivery challans by the Bidder shall be submitted as per the instructions given under the Letter of Intent and not at the time of bidding.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 7.1.9 Bid Form 9 (Self-certificate)

#### Self-certificate

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

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

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

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 7.1.10 Bid Form 10 (Undertaking for Indigenoussness)

#### Undertaking for Indigenoussness

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited

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

Email: ceoreda@oredaorissa.com

We, [insert the Bidder name], hereby certify and confirm that the solar photovoltaic modules to be supplied under this Project shall be indigenous and not fully imported, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

**7.1.11 Bid Form 11 (No Deviation Certificate)**

**No Deviation Certificate**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

Clause No.	Deviations considered, if any

[\*strike-off, if not applicable]

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

## 7.1.12 Registration details

### Registration details

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

We, the undersigned, attaching the Certificate of Incorporation, Memorandum of Association (MOA) and Article of Association (AOA) [applicable in case of companies]. The **AOA** (if applicable) shall mention the company's operations and defines the company's purpose from the SOW point of view or

We, the undersigned, attaching the Partnership Deed [applicable in case of partnership firm]. or

We, the undersigned, attaching the proof of having the bank account or any other document as issued by the Government [applicable in case of sole proprietorship firm].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

### 7.1.13 PAN

#### PAN

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the PAN card.

The PAN is [insert PAN].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

## 7.1.14 GST Certificate

### GST Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

We, the undersigned, attaching the copy of the GST Certificate.

The GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

**7.1.15 Bid Form 15 (Income Tax Return)**

**Income Tax Return**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Income Tax Return for the last five (3) assessment years for FY 22-23, FY 23-24, FY 24-25,.

Place: [insert place]

[sign here]

Signature

Name of Authorized

Signatory: [insert name]

Designation: [insert

designation]

Name of the Bidder: [insert

Bidder's legal entity name]

Seal: [insert seal of the

Bidder]

### 7.1.16 Bid Form 16 (Quality Assurance)

#### Quality Assurance

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, declare that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause 4.2.2.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

Note: The documentary evidence shall be submitted as a part of the response to the Letter of Intent and prior to issuance of the Work Order, and not at the time of bidding.

**7.1.17 Bid Form 17 (Summary of the Bidder)**

**Summary of the Bidder**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the summary of [insert name of the Bidder] in excel format.

## 7.2 Bid Forms – Price Bid

### 7.2.1 Bid Form 18 (Covering Letter of Price Bid)

#### Covering Letter of Price Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

Sub: Submission of Price Bid for the selection as successful bidder for **design, engineering, supply, installation, testing and commissioning of grid-connected solar PV systems at government buildings such as govt. ITIs, RPRC campus, fish hatcheries & Sewage Treatment Plants (STPS) under WATCO across odisha, along with comprehensive maintenance for seven (7) years.**

Dear [Sir/ Madam],

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

We agree that this Price Bid shall remain valid for a period of One Hundred Eighty (180) Days from the original last date of online Bid submission. **The validity of bid price may be extended for further period as may be mutually agreed upon.**

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

We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Price Bid shall result in rejection of our Price Bid.

We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Price Bid.

We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.

We agree with the following:

1. We confirm that the Price Bid submitted are subject to the verification solely by appropriate authorities of OREDA as per all the terms of the Bidding Document and agree that the decision taken by OREDA shall be final and binding on us.
2. We declare that our Price Bid is fully compliant as per the terms of the Bidding Document.
3. We confirm that we have submitted the Price Bid in Indian Rupees only and the Price Bid will be considered up to two places of decimal only.
4. We confirm that any genuine changes made by OREDA in the interest of the Project with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to OREDA.
5. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

**(Price Bid for all eligible Bidder)**

(Sample Format)

Date: [DD MMM YYYY]

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

Particulars	Description
NIT no.:	[insert NIT no.] dated [DD MMM YYYY]
Name of the Project	<b>Request for selection as successful bidder for design, engineering, supply, installation, testing and commissioning of grid-connected solar PV systems at government buildings such as govt. ITIs, RPRC campus, fish hatcheries &amp; Sewage Treatment Plants (STPS) under WATCO across odisha, along with comprehensive maintenance for seven (7) years.</b>
Name of the Bidder	[insert the Bidder name]

Sl. No.	Project Type	Description	Price in INR per Unit	Price in INR per Unit (in words)
<b>Unit Price Bid (Excluding GST)</b>				
1.	Per kW Grid connected Solar PV project	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of Projects with CMC for Seven (7) Years as per the Technical Specification and all terms given in the NIT	INR [insert]	Indian Rupees [insert] only

**Note:**

1. Above rate shall include cost of CMC for (7) Years years @ 1% each Year (deducted 7% amount of work order value ) of CMC Period
2. Above rate contract shall be valid for period of one year from date of the Empanelment Order
3. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.
4. This format to be filled in the E-procurement Website as per the instruction given in the NIT.
5. Please fill the rate only for the applications for which the bid is submitted. Any bid with discrepancy in technical and financial bids shall be rejected by OREDA

## 7.3 Letter of Award Forms

### 7.3.1 LOI Form 1 (Letter of Award for Project)

#### Letter of Award for Project

(To be submitted on the letterhead of OREDA)

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

From

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

To

[Bidder name]

[Address]

**Sub:** Letter of Award for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for seven (7) years of Rooftop Solar PV On-grid system / Grid connected Ground mounted system in various capacities, across Odisha], [project location, Odisha]

#### Reference:

1. NIT no. [insert NIT no.] dated [DD MMM YYYY]
1. NIT no. [insert NIT no.] dated [DD MMM YYYY]
2. LOI no. [insert LOI no.] dated [DD MMM YYYY]

With reference to the above, you have been selected as the Successful Bidder for Design, Engineering, Supply, Installation, Testing, Commissioning including Comprehensive Maintenance for five (5) years of Rooftop Solar PV On-grid system across Odisha on a rate contract basis.

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

#### Note:

1. Above rate shall include Cost of CMC for 7 Years, cost of design, engineering, supply, installation, testing, commissioning and acceptance of solar project with insurance.
2. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.

You are requested to submit the signed documents within a maximum period of fifteen (15) Days from the date of issue of this Letter of Award, without any fail, else your Bid shall be liable for rejection and the Bid Security submitted to us shall be forfeited.

Sl. No	Critical documents
1.	Acceptance to the Letter of Intent (LOI) by signing the copy of the Letter of Intent along with an Official seal, date and submission to OREDA Ltd.

Sl. No	Critical documents
2.	Submission of performance Security as per BDS clause No-2.1.9 of NIT no: 5013/OREDA, dated 31.12.2024
3.	Submission of detailed work plan along with timeline for implementation of project; as per the SOW Clause no- 3.4.1 of NIT no: 5013/OREDA, dated 31.12.2024.  The project timeline should be limited to 90 days from the date of issue of Work Order. (in your firm letter head)
4.	Submission of a site survey report as per the format provided.
5.	List and Contact details of various OEM for the procurement of solar photovoltaic module, inverter, battery, Module Mounting Structure and balance of System (BoS) for the Project implementation of RSPS out of the published empanelment list of OREDA Ltd. (in your firm letter head)
6.	Single line diagram (SLD) of each individual project site
7.	Proof of Local Office Address along with contact details of local project Manager (Registered office Address in Odisha for Project Implementation and Five-Year Maintenance Activity)  Copy of Odisha GST certificate (Preferable)  (in your firm letter head)

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal: [insert seal of the Bidder]

Date: [DD MMM YYYY]

[sign here]

Place: [insert place]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 7.3.2 Form (Performance Security)

#### Performance Security (in the form of a Bank Guarantee)

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

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

Date: [DD MMM YYYY]

To

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

WHEREAS M/s. [insert name of the Successful Bidder] having its registered office at [insert address] (hereinafter called "the Successful Bidder") has been selected as the Successful Bidder for the selection as an empaneled vendor for **design, engineering, supply, installation, testing and commissioning of grid-connected solar PV systems at government buildings such as govt. ITIs, RPRC campus, fish hatcheries & Sewage Treatment Plants (STPS) under WATCO across odisha, along with comprehensive maintenance for seven (7) years.** with reference to

- 1) Request For Selection (RFP) no. [insert NIT no.] dated [DD MMM YYYY],
- 2) Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY],
- 3) Letter of Award (LOA) no. [insert LOA no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said Bidding Document that the Successful Bidder shall furnish OREDA with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Performance Security for compliance with its obligations in accordance with the Bidding Document, the Letter of Intent and the Work Order to be issued by OREDA.

AND WHEREAS we have agreed to give the Successful Bidder such a Performance Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to OREDA on behalf of the Successful Bidder for an amount up to a total of INR [Amount of the Bank Guarantee in words]([Indian Rupees in figures]) only and we undertake to pay OREDA upon OREDA's first written demand declaring the Successful Bidder to be in default under the various provisions of the Bidding Document and/ or the Work Order to be issued by OREDA and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without OREDA's need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Successful Bidder before presenting us with the demand.

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

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

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

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

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "OREDA Limited" and payable at Bhubaneswar.

The following bank details may be considered:

Account No: 924020075365443

IFSC: UTIB0000024

Axis Bank Ltd, Satyanagar, Bhubaneswar

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

Our branch at [Name and address of the branch] is liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch

Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

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

### 7.3.3 Form 7 (Sample format for CMC)

#### Sample format for Comprehensive Maintenance Contract (CMC)

CMC ref no: [insert]  
Date: [DD MMM YYYY]

Sub: CMC for **design, engineering, supply, installation, testing and commissioning of grid-connected solar PV systems at government buildings such as govt. ITIs, RPRC campus, fish hatcheries & Sewage Treatment Plants (STPS) under WATCO across odisha, along with comprehensive maintenance for seven (7) years.**

Ref:

1. NIT no. [insert] dated [DD MMM YYYY]
2. NIT no. [insert] dated [DD MMM YYYY]
3. Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY],
4. Letter of Award (LOA) no. [insert LOA no.] dated [DD MMM YYYY].

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

CMC for maintenance of Project as per the details provided in the NIT and installed by M/s [insert the name of the Successful Bidder] for a CMC Period of seven (7)) years from the date of Commissioning of the Project.

This CMC is executed between OREDA Limited (OREDA) having registered office at S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha, herein after called as the First Party and M/s [insert the name of the Successful Bidder] having registered office at [insert address of the Successful Bidder] herein after called as Second Party, for the maintenance for a period of seven (7) years from the date of Commissioning of the Project, as per the details of the Project provided in Annexure Clause 7.7.

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

1. It has been envisaged in the Work Order under Article [insert] that the Project shall be warranted against any manufacturing defect and bad workmanship during the CMC Period of Two (02) years from the date of Commissioning of the Project. As these Projects have been Commissioned after issuance of a Commissioning Certificate. Hence, the Second Party is fully responsible for their trouble-free maintenance and the Second Party is liable to rectify/ remove any defect noticed within the aforesaid CMC Period, free of cost.
1. The Second Party will impart training to at least two (2) designated persons from the organization to be able to provide first aid repair service for the SPV systems.
2. The Performance Security has been submitted only in the form of the Bank Guarantee and the Bank Guarantees were issued in favour of Chief Executive Officer, for an amount, expiry date and claim date as mentioned below:

The Performance Security has been submitted for an aggregate amount equivalent to three percent (3%) of the Initial Capex in one(1) part, as given below:

BG no.	Amount	Expiry date	Claim date
--------	--------	-------------	------------

BG 1	3% of Initial Capex	Seven years from the date of issuing Letter of Intent	Sixty (60) Days from the date of expiry
------	---------------------	---	---

Bank Guarantee submitted towards the Performance Security shall be returned within a maximum period of sixty (60) Days of the expiry date of each of the BG subject to compliance to all the required documents.

3. The CMC includes repair/ replacement of all spares, consumable and all the Equipment of the solar power system during the CMC Period or warranty period.
4. The Second Party shall establish a central office at Bhubaneswar, Odisha, and establish local offices at the concerned district so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.
5. The Second Party shall undertake corrective maintenance upon registration of complaints by consumers at CRC-OREDA or direct contact. After attending to the defect, the Second Party shall upload the required documents at ReSolve mobile application for successful closure of the complaints. The Second Party shall ensure rectification of defects and restore functionality within seven (7) Days of lodging of the complaints. For any deviation, the second party shall intimate in written to both the beneficiary and OREDA Limited.
6. The Second Party shall undertake scheduled maintenance work as per the prescribed format attached in Annexure Clause 7.5.7 and 7.6.7 and upload the required details and documents in the ReSolve mobile application strictly according to the given schedule. The Second Party shall also abide by any intimation of new format or documentation platform by the First Party.
7. The Second Party shall apprise the First Party about the requirements and supply of spares during warranty as well as CMC Period.
8. Annual report from CRC-OREDA shall be considered as a token of verification of maintenance done and release of an annual payment of CMC in arrears upon completion of each year of the CMC Period along with the performance report/certificate issued by concerned OREDA Field officials.
9. The First Party reserves the right to inspect and verify the systems maintained by the Second Party. Random checks on maintenance activities may be conducted by the First Party as deemed necessary. The Second Party shall ensure that the solar power project (as applicable) is in proper operational condition prior to handing over the RE asset to the concerned beneficiary or to OREDA Limited upon the expiry of the CMC or Warranty Period.
10. The Second Party may continue to maintain the equipment beyond the expiry of the CMC Period, for up to seven (7) years from the date of project commissioning, if so desired by the Department/First Party. During the initial seven (7) years of the CMC Period, any period (in days) during which the RE asset remains non-functional shall be automatically added to the CMC Period, in addition to the original seven-year term from the date of commissioning.
11. For the adjudication of any dispute between the two (2) Parties arising on the execution of this CMC, the matter shall first be brought to the notice of Chief Executive Officer, OREDA Limited.
12. In case there will be no amicable settlement of the issues, the matter can be referred to the court of law having jurisdiction at Bhubaneswar, Bhubaneswar only.

For and on behalf of OREDA Limited (First Party),

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory of OREDA: [insert name]

Designation: [insert designation]

OREDA Limited

Seal: [insert seal of the Bidder]

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

## 7.4 Pre-bid Form

### Pre-bid queries

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

Sub: Submission of pre-bid queries against the NIT for **Design, Engineering, Supply, Installation, Testing and Commissioning (DEITC)** of cumulative capacity of **1157 kW (approx.)** of **grid-connected Rooftop Solar PV Power Plants** at Government Buildings located in **RPRC, Bhubaneswar campus area** and Government ITI Buildings at **Boudh, Ganjam, Puri and Baleswar**, as well as **grid-connected Ground-Mounted Solar PV Systems** at Fish Hatcheries located at **Bhanjanagar, Sewerage Treatment Plants at Kochilaput and Paikarpur under WATCO in Khordha**, and **RPRC, Bhubaneswar campus area** across Odisha along with comprehensive maintenance of Seven (7) years.

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

## 7.5 Appendix to SOW – On Grid Solar PV based applications

### 7.5.1 Appendix Form 1 (Technical Specifications)

#### 7.5.1.1 Roof Top Solar Projects

Solar photovoltaic (PV) modules:

S.No	Specification	Details
a	Solar PV Module Origin	Modules to be made in India and comply with IEC 61215/IS14286 for crystalline silicon, IEC 61730 Part-1 & Part-2 for safety, and IEC 61701 (salt mist).
b	Solar PV Array Capacity	Total array capacity $\geq$ required capacity, with crystalline PV modules of minimum 450 Wp and 144 cells each.
c	Surge Protection	Protective devices against surges and low voltage drop bypass diodes to be provided.
d	Testing and Approval	Modules must be tested and approved by MNRE/IEC-authorized test centers.
e	Module Frame	Frame made of corrosion-resistant anodized aluminum, minimum thickness 1.5 mm, and width 40 mm.
f	General Specifications	Rated output power tolerance: $\pm 3\%$ .
i.	Peak Power Variation	Voltage and current at peak power point must not vary by more than 2% from arithmetic mean.
ii.	Junction Box	Junction box with external screw terminal or sealed type, weatherproof (IP21/20), with by-pass diode provision.
iii.	Curves and Warranties	I-V & P-V curves at STC to be provided. Output wattage warranty: $\geq 90\%$ at 10 years, $\geq 80\%$ at 25 years.
g	RFID Tag	Modules must have an RFID tag containing:
i.	Manufacturer Information	Manufacturer name (PV module and solar cells).
ii.	Manufacturing Details	Month/year and country of origin for cells and modules.
iii.	Electrical Details	I-V curve, wattage, $I_m$ , $V_m$ , FF for the module.
iv.	Identification	Unique Serial No, Model No, IEC certificate date/year, test lab name.
v.	Traceability	Other information per ISO 9001 and ISO 14001 for solar cells and modules.

#### 7.5.1.2. ARRAY/MODULE MOUNTING STRUCTURE:

S.No	Specification	Details
a	Material and Inclination	Hot-dip galvanized MS/Aluminium structures with angle inclination based on site conditions for maximum insolation.
b	Mounting Design	Non-invasive ballast type to avoid roof penetration; tilt angle 10-15 degrees; upper edge of the module with windshield, and clearance provided for cooling.

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

#### 7.5.1.3. ARRAY/ MAIN JUNCTION BOXES (JBs):

S.No	Specification	Details
a	Junction Box Material	Made of GRP/FRP/Powder Coated Aluminium/Cast Aluminium Alloy with dust, water, and vermin-proof arrangements. Termination via copper cable lugs.

b	Bus Bars and IP Standards	Copper bus bars/terminal blocks with suitable threads housed in IP65/IEC 62208 compliant enclosures with hinged door or screw-based cover and EPDM gasket.
c	Fuse Protection	Provided for +ve cables in each string.
d	Surge Protection Devices (SPDs)	High-quality Type-II SPDs with monitoring and disconnection for each group in Junction Boxes.
e	Identification and Termination	Bus bar marked for easy identification; cable glands with ferrules fitted at termination points.
f	Array Junction Box Ratings	IP65 (outdoor) or IP54 (indoor) as per IEC 60529; equipped with fuses and isolators of suitable ratings.
g	ACDB Surge Protection	Class 2 SPD as per IEC 60947/60364-5-53 to protect inverters from surges in the AC line.
h	Placement of AJBs/MJBs/ACDB	AJBs/MJBs below modules, or on the wall/rooftop. ACDB placed safely away from DCDB/AJBs/MJBs to avoid Eddy current interference; integrated ACDB/DCDB acceptable.

### 7.5.1.5 ON GRID INVERTER

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

a) Inverter:

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

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

S.No	Specification	Details
i	Inverter Type	Central inverter with MPPT, efficient design based on PWM with IGBT/reliable power-based design.
ii	Output Voltage & Frequency	Sine wave output: 230V, Single phase, 50 Hz AC; 415V, 3 phase, 50 Hz AC.

iii	Grid Charging Provision	Battery charging enabled for grid voltage between 170V-265V. If grid voltage falls to 130V-170V, charging stops but load continues on grid supply, not solar.
iv	Efficiency	Peak inverter efficiency (inclusive of built-in isolation transformer) > 85% at full load.
v	PV Power Export Feature	Provision to export excess PV power to grid when generation exceeds load consumption. Feature can be enabled or disabled as required.
vi	Monitoring & Display	Displays PV array DC voltage & current, battery voltage & current, inverter voltage & current, grid voltage & current, battery charging status, and fault parameters. Remote monitoring supported.
vii	Operating Temperature	0°C to 55°C
viii	Maximum Power Point Tracker (MPPT)	Integrated MPPT in power conditioner unit to maximize solar energy utilization.
ix	Standards Compliance	Charge controller/MPPT units to comply with IEC standards.

**c) DC DISTRIBUTION BOARD:**

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

**d) AC DISTRIBUTION PANELBOARD:**

- I. AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter and should have necessary over current & surge protection.
- II. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- III. All the Panels should be metal clad, totally enclosed, rigid, wall/floor mounted, air-insulated, cubical type suitable for operation on three-phase / single phase, 415 or 230 volts, 50 Hz.
- IV. Suitable cable entry points with cable glands and ferrules should be provided.
- V. DC SPD of type 2 compliant to IEC 60497 with fuse should be provided.
- VI. Design ambient temperature should be 0-60 deg C.
- VII. The panels should be designed for the minimum expected ambient temperature of 45 degrees Celsius, 80 percent humidity and dusty weather.
- VIII. All indoor panels should have the protection of IP20 or better. All outdoor panels will have the protection of IP21 or better.
- IX. Should conform to Indian Electricity Act & rules (till the last amendment)
- X. All the 415 V or 230 V devices/ equipment like bus support insulators, circuit breakers, SPDs, VTs, etc. mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

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

### 7.5.1.6. PROTECTION:

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

#### a) Lightning

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

#### b) Earthing

S. No	Specification	Details
1	Standard Compliance	Earthing should conform to IS 3043. Earth resistance shall be $\leq 5$ ohms (preferably $\leq 1$ ohm for LA)
2	Earth Continuity Wire/Conductor	Thickness: 38 SWG, more than half the thickest wire used in electric wiring. Resistance: $<1$ ohm.
3	Earthing Lead Material	GI/Copper strip. Two leads must be provided for each Earth Electrode.
4	Earth Electrode	<b>Pipe Electrode:</b> 40 mm diameter, 4.75 m (rocky soil)/2.75 m (ordinary soil).
		<b>Plate Electrode:</b> 60 cm x 60 cm, depth: 3 m. Thickness: 3.18 mm (copper) or 6.35 mm (GI).
5	Preferred Location for Earthing	Moistened land.
6	Chemical Earthing	Bentonite based/Graphite based with aluminum silicates & metal powder.
7	Number of Earthing Points	3
		One for all structural conducting parts.
		One for inverter with ACDB, Array JB & Main JB.

		One for the lightning arrester.
8	Array Structure Earthing	Grounded with a 25 mm x 5 mm GI strip.
9	Control Room Equipment Earthing	Inverters and other equipment to be connected to earth with 25 mm x 5 mm tinned copper/GI strip, including soldering. Earth bus to be provided inside the control room with 25 mm x 5 mm tinned copper/GI strip.
10	Rule Compliance	In accordance with Rule 61 of Indian Electricity Rules, 2004 (as amended), all noncurrent carrying metal parts must be earthed with two separate continuity wires.

c) Surge Protection Devices (SPD):

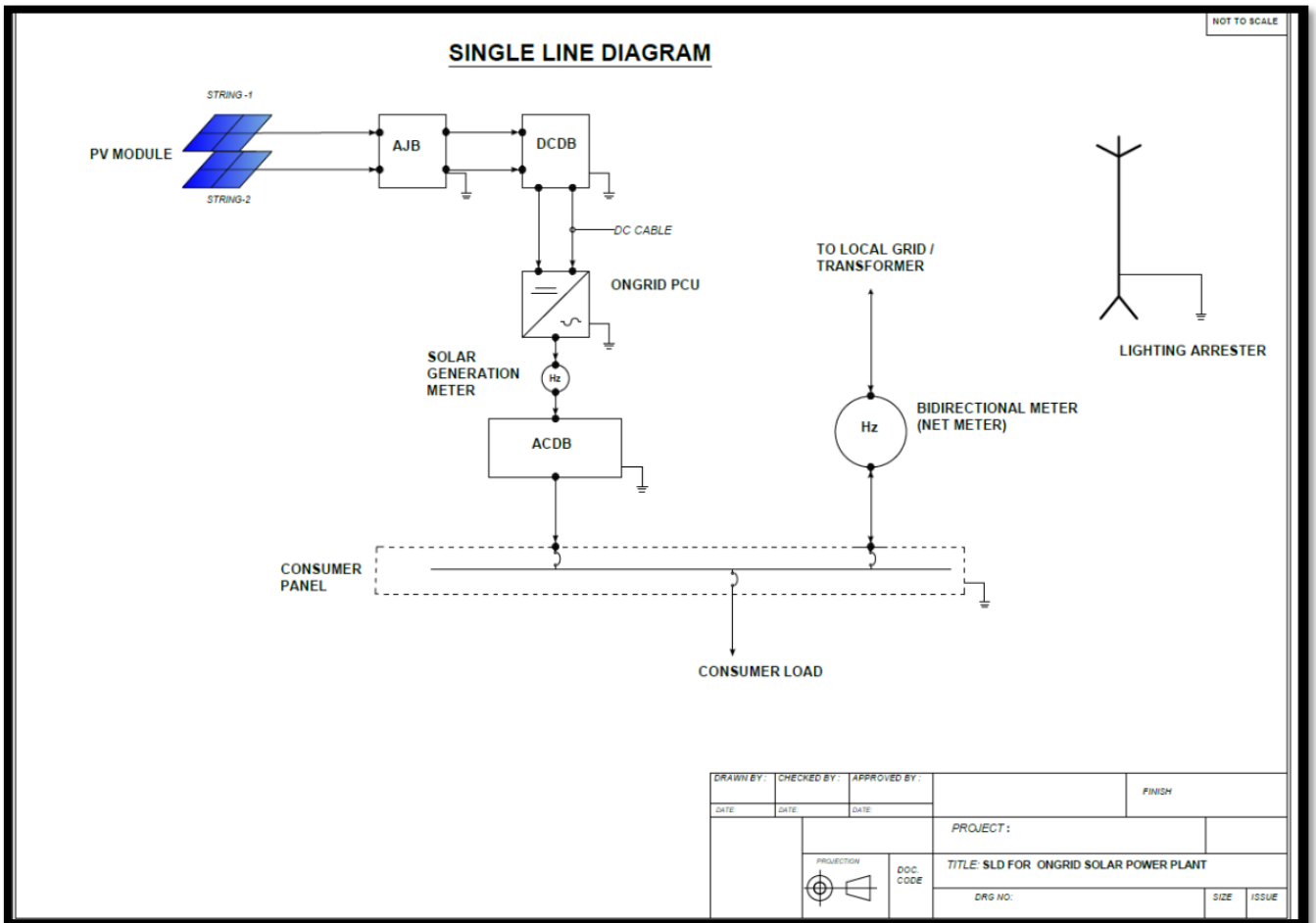
S.No	Specification	Details
1	Surge Protection Device (SPD) Type	Provided on both DC and AC sides of the solar PV system.
2	Protection Voltage	2.5 kV.
3	Nominal Discharge Current	5 kA (8/20 $\mu$ s).
4	DC SPD Installation	Installed in the DC distribution box adjacent to the solar inverter.
5	AC SPD Installation	Installed in the AC distribution box adjacent to the solar inverter.
6	Earthing Connection	SPD's earthing terminal should be connected to the dedicated earthing system.

7.5.1.11. **DRAWINGS & MANUALS:**

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

7.5.1.12. **NET METER:**

The commissioning of Net Meter shall be done as per the prevalent practice abiding the OERC guidelines. Net Metering to be arranged by contractor in coordination with respective DISCOM at no extra cost. The indicative SLD diagram of a typical On-Grid Solar Power Plant in mentioned below:

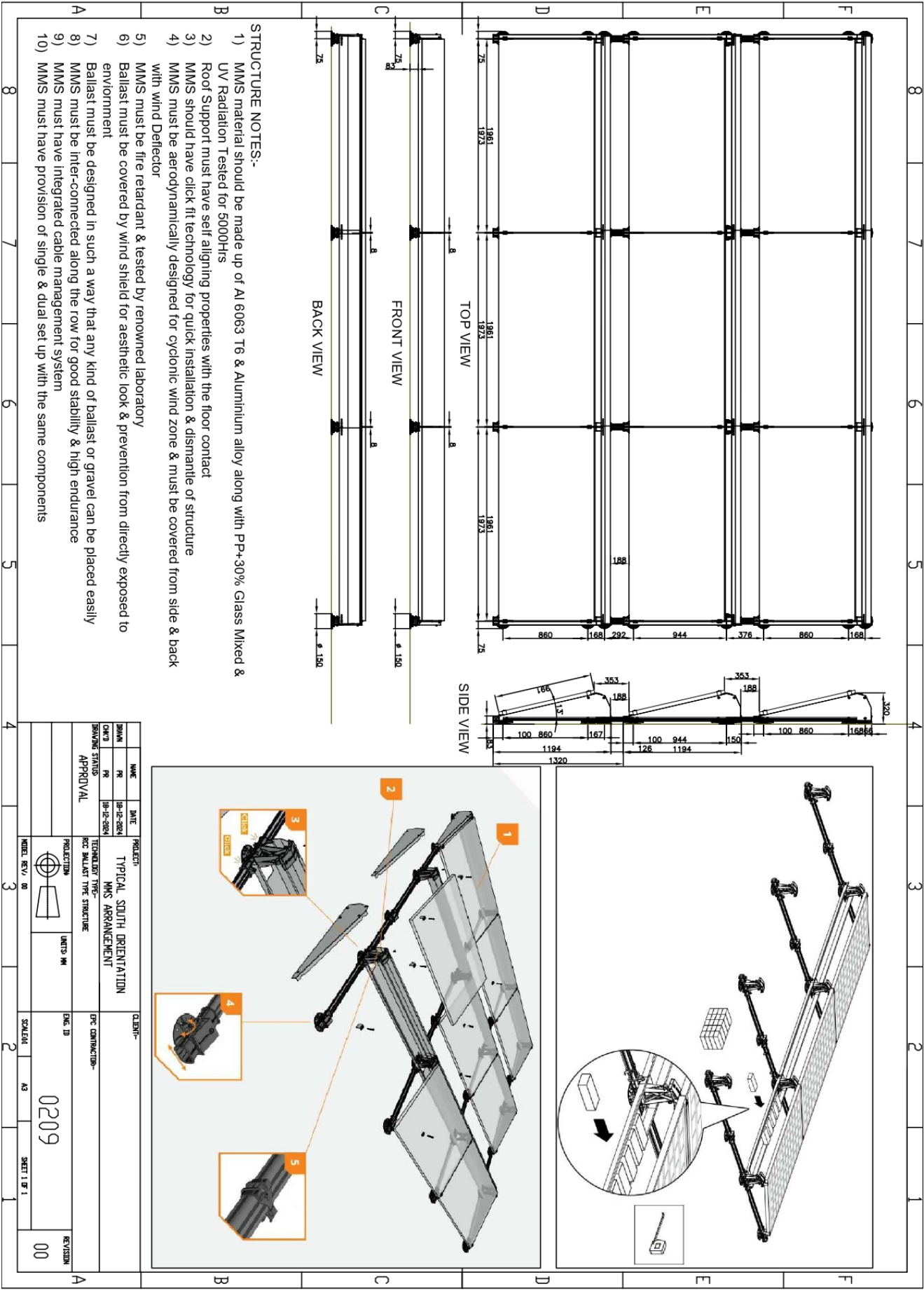


**7.5.1.13. GENERATION METER:**

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

**7.5.1.2 Appendix Form 2 (Indicative design and drawing for projects)**

The indicative diagram of module mounting structure is given below:



**STRUCTURE NOTES:-**

- 1) MMS material should be made up of Al 6063 T6 & Aluminium alloy along with PP+30% Glass Mixed & UV Radiation Tested for 5000Hrs
- 2) Roof Support must have self aligning properties with the floor contact
- 3) MMS should have click fit technology for quick installation & dismantle of structure
- 4) MMS must be aerodynamically designed for cyclonic wind zone & must be covered from side & back with wind Deflector
- 5) MMS must be fire retardant & tested by renowned laboratory
- 6) Ballast must be covered by wind shield for aesthetic look & prevention from directly exposed to environment
- 7) Ballast must be designed in such a way that any kind of ballast or gravel can be placed easily
- 8) MMS must be inter-connected along the row for good stability & high endurance
- 9) MMS must have integrated cable management system
- 10) MMS must have provision of single & dual set up with the same components

NAME	PROJECT	CLIENT
BRNVA	RI	IP-12-2024
DATE	IP-12-2024	
DESIGN	IP-12-2024	
APPROVAL		
PROJECTION	UNIT'S MM	DWG. ID
		0209
	SCALE	AS
		SHEET 1 OF 1
		REVISION
		00

### 7.5.2 Appendix Form 2 (Spares)

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

<b>Name of the Spares</b>	<b>Technical Specification</b>	<b>Unit</b>	<b>Total quantum requirement in no.</b>
Solar photovoltaic modules @ 2% of the total capacity	As per the Technical Specification of the NIT	kW	
1 inverter (higher capacity as per the various RSPS capacities to be allocated)	As per the Technical Specification of the NIT	No.	

In case of any non-compliance, OREDA will take necessary action against the Bidder. Please note that the Spares shall be maintained at the central/ local offices set by the Bidders.

### 7.5.3 Appendix Form 3 (Project Installation – cum – Handing Over Certificate)

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

**Remark if any:**

**Reference:**

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

**The Project details of RSPS are given below:**

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

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

**Declaration:**

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of Beneficiary: [insert name]

Designation: [insert designation]

Organization Name:

Seal:

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

OREDA Limited (OREDA)

Seal:

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of bidder: [insert name]

Designation: [insert designation]

Organization Name:

Seal:

#### 7.5.4 Appendix Form 4 (Joint Commissioning Certificate)

##### Joint Commissioning Certificate of Projects

##### TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

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

This is to certify that [Name of the Successful Bidder] having its registered office at [address] has successfully commissioned capacity of [insert capacity] kW Solar Photovoltaic Power Project at [name and address of the beneficiary], [insert block name] block, [insert district name] District in Odisha with respect to the above references and the power plant is operating successfully.

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

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

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

## Joint Commissioning Report – Solar Power Plant Project

This Commissioning Report is prepared for the Bidder [insert name of Bidder] for the Project developed at [Name & Address of the beneficiary] [insert] block at [insert] district of Odisha. The date of Commissioning of the \_\_\_ (kW) Solar Power Plant is \_\_\_\_\_. (DD/MM/YYYY)

### Remark if any:

### Reference:

4. NIT no. [insert] dated [DD MMM YYYY]
5. Letter of Intent no. [insert] dated [DD MMM YYYY]
6. Work Order no. [insert] dated [DD MMM YYYY]
4. Any other correspondence, if any:

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

Sl. No.	Items	Details / Remarks
1.	Name of the Building/Institution/Location	
2.	Address	
3	Net- Meter installed date and type (Net – Meter commissioning certificate from DISCOM to be attached)	
4.	Generation Meter	
5.	CMC manual (Schedule of Maintenance / CRC complaint register procedure) Print outs to be submitted by SPP Developer	
6.	Dos & Don'ts in the form of a booklet/Leaflet/Printout (to be submitted by SPP Developer)	
7.	Proof of conducting the training programs for Solar power plant general operation and Maintenance (to be submitted by SPP Developer)	

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

Sl. No.	Test	Result / Remarks
1.	<p><b><u>Open Circuit / Close Circuit Test (Current &amp; Voltage Measurements)</u></b></p> <p>a) Voc / Open Circuit Voltage (To be measured) (Ex – For individual strings or for SPV Plant)</p> <p>b) Vop / Operating Voltage (Data from inverter or to be measured)</p> <p>c) Iop / Operating Current (Data from inverter or to be measured)</p>	
2.	IV Curve Reports for Solar Panels (to be submitted by SPP Developer)	
3.	Earthing Test Results	
4.	Continuity Test Results	
5.	STAAD PRO Certificate for the Structures (to be submitted by SPP Developer)	
6.	Anti-Islanding Protection Test Report (to be submitted by SPP Developer) (Inverter Test Certificate from OEM)	

7	Synchronization confirmation from DISCOM	
8.	Visual Inspection of the SPV Power Plant (Panel Check, Inverter Check, Cable Tray Check, Lightning Arrester Check, Earthing Check, Junction Boxes Check, SPD Check etc.)	<b>Comments by OREDA Inspecting Authority:</b>

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

**Generation and Net - Meter Reading on the date of Commissioning:**  
(1 electrical unit = 1 kWhr) (To be filled by Representative OREDA)

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

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

**Declaration:**

The above solar power plant was commissioned as per the applicable guidelines and the tests performed suggest that the performance of the above solar power plant is found to be satisfactory.

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

## 7.5.5 Appendix Form 5 (Acceptance Certificate)

### Acceptance Certificate of the Rooftop Solar Power Project

TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name]

[Address]

[Email id]

[Mobile no.]

Reference:

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

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

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

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

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

### Solar Power Plant Performance Certificate

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

The Solar Power Plant is operating successfully from the period (DD/MM/YYYY) to (DD/MM/YYYY).

The generation report of the above power plant for the above-mentioned period is tabulated below.

**Remark if any:**

#### Reference:

1. NIT no. [insert] dated [DD MMM YYYY]
2. Letter of Intent no. [insert] dated [DD MMM YYYY]
3. Work Order no. [insert] dated [DD MMM YYYY]
4. Commissioning Certificate Date: [DD MMM YYYY] (As mentioned in JCC)

#### Report:

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

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

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

--	--	--	--	--	--	--	--	--	--	--	--	--

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

**2. Monthly Generation data at 14% CUF performance of the Power Plant (Comparison Data)**

Year	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC
@14% CUF												
Shortfall in Generation												
Grid Unavailability												

(Sign with Date & Seal)

(Sign with Date & Seal)

(Sign with Date & Seal)

Representative of the Beneficiary

Representative of OREDA

Representative of Bidder

Name:

Name:

Name:

Designation:

Designation:

Designation:

**7.5.6 Appendix Form 6 (Scheduled Maintenance):**

7.5.6.1 Scheduled Maintenance for Solar PV system:

The periodic Scheduled Maintenance protocol as applicable

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

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

The Test Certificate requirements for the Project are given below:

Sl. No.	Major Component	Test Certificates Required	Test description
1	Crystalline Silicon Terrestrial PV Modules	IEC 61215/ or equivalent BIS standard (IS 14286)	Design qualification
		IEC 61730 -1,2	Safety Qualification Part 1: Requirements for Construction Part 2:- Requirements for Testing
		IEC 61701	Salt Mist Corrosion Test
		IEC 62716	Ammonia (NH3) Corrosion Testing, (As per site condition like dairies, toilets)
		IEC 61853-Part 1 & 2 /IS 16170: Part 1	Performance testing and energy rating:- Irradiance and temperature performance measurements and power rating.
		IEC 61683	Efficiency Test
		IEC 62804:	Potential Induced Degradation test
		IEC 62782	Dynamic Mechanical Load Test
		<b>IEC 61726:2022</b>	shielding effectiveness of cable assemblies, cables, connectors, and passive microwave components Test
		<b>IEC 60068-1:2013</b>	Sand & Dust Test
2	Inverter*	IEC 60068-2-1,2,14,30/ IEC 62093	Environmental Test
		IEC 61683	Energy Efficiency
		IEC62109-1,2	Safety test
		IEC 62116	Anti islanding
		IEC 61727	Utility Interface
		IEC 61000	EMC

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

**7.5.8 Appendix Form 8 (CMC Performance Report)**

**CMC Performance Report - Project**

(To be issued by OREDA on the letterhead)

TO WHOMSOEVER IT MAY CONCERN

Date: [DD MMM YYYY]

To

[Successful Bidder's name]  
 [Address]  
 [Email id]  
 [Mobile no.]

Reference:

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

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

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

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

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

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

Attached: Annual Performance report generated report and submitted by CRC

If Final Outcome at point 10, is accepted, then **Year-wise O&M Performance Bank Guarantee shall be released annually subject to achieving performance criteria** to the vendor. Failing to meet the acceptance at point 10 will lead to encashment of BG for the respective year.

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal:

## **7.6 No claim/ lien certificate**

### **No claim/ lien certificate**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

## **7.7 Appendix to SOW – CRC guidelines**

### **7.7.1 Disclaimer**

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

### **7.7.2 Declaration**

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

### **7.7.3 Intent behind framing these guidelines**

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

### **7.7.4 Context**

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

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

### 7.7.5 Objectives:

The primary objectives of this new initiative are

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

### 7.7.6 Stakeholders:

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

#### 7.7.6.1 Customers:

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

#### 7.7.6.2 Sponsors

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

#### 7.7.6.3 Panchayati Raj Institutions (PRIs)

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

#### 7.7.6.4 Vendors

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

#### 7.7.6.5 Original Equipment Manufacturers (OEMs)

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

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

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

#### 7.7.6.6 OREDA

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

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

### 7.7.7 Process

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

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

#### 4. Managing the R&M.

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

##### 7.7.7.1 ONBOARDING:

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

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

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

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

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

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

This would get populated onto the database in phases as the scheme progresses from conception to inception.

##### 7.7.7.3 SUPERVISION:

a) District Level: As soon as the on-boarding is complete the Officer-in-charge of the District RE Cell can see the details on his dashboard. Similarly, he can see the subsequent processes carried out at the vendor and technician levels. At any point in time as may be required the Officer-in-charge of the District RE Cell can undertake field visits and supervise the progress of the work, quality of work execution, etc.

Once a project is commissioned the Officer-in-charge of District RE Cell can make necessary checks and upload the Joint Commissioning Certificate on the App provided to him within a stipulated timeline.

- b) HQR. Level: After getting the commissioning reports and necessary checks thereon the concerned division of OREDA will create the project/system ID after which the project/system will automatically get linked to the CRC which will mark the beginning of the processes at CRC such as Scheduled Maintenance and Corrective Maintenance.



### 7.7.8 R&M Management:

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

#### 7.7.8.1 Scheduled (Preventive) Maintenance:

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



7.7.8.2 Unscheduled (Corrective) Maintenance:

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



7.7.9 Repair and Maintenance Regime:

7.7.9.1 Scheduled Maintenance:

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

- a) Activities under each category of Tickets:

The vendor is warranted to visit the installations and undertake a list of activities linked to that category of ticket. The ticket category can be of Quarterly, Half Yearly and Annual. To know the installation of a Class-specific and ticket Category-specific list of activities, kindly refer to Appendix Clause 7.5.6.

b) Time Limit:

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

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

c) Route/ Sequence:

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

To maintain a uniform gap between the visits every time, the vendor is expected to stick to an optimal sequence in a route.

The number of routes that the vendor identifies depends on how big the list and how many technicians are to be deployed.

Care must be taken so that all installations not only are resolved within a month but also are closed.

d) Score:

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

The scores are:

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

7.7.9.2 Corrective Maintenance:

a) Service Standards:

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

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

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

b) Methodology:

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

c) Reconnaissance:

Within 2 days of the ticket date.

- iii. When a request of service is registered, the vendor as the first response must organize the collection of field level information about the nature of the problem.
- iv. Based on that feedback from the field, the vendor must decide the following;
  - The genuineness of the request,
  - If the requirement of repair is beyond the scope of his MC,
  - If it is within his scope, then, he must arrange labor, spares, materials needed for the repair, and mobilize them to attend the breakdown at the spot.

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

d) Repair:

Within 7 days of the ticket date.

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

e) How to handle repair beyond the scope of MC

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

f) Score:

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

- v. The system is so designed that the lesser the time is taken to resolve, the higher will be his Net Score. More he takes time to resolve; higher will be his penalty score which may erode his other good works.

#### **7.7.10 Implementation:**

##### 7.7.10.1 Training and Orientation:

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

##### 7.7.10.2 Helpdesk:

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

##### 7.7.10.3 Performance Evaluation:

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

##### 7.7.10.4 Computation of performance

Examples from the shared Excel sheets may be incorporated.

##### 7.7.10.5 Streamlined and timebound service

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

##### 7.7.10.6 Rewards and Recognitions

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

OREDA will.

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

## 7.8 Award of Contract & Package Allocation Methodology

This tender is invited on a Package basis as detailed below:

### **Package-I (578 Grid connected RSPS)**

The details of buildings identified for solarization under this package are as follows:

Total number of buildings: 04 Nos.

Total cumulative capacity: 578 kW

The package is further divided into two parts based on capacity distribution:

- **Part–A**
  - Total capacity: 313 kW
  - Government I.T.I, Puri – 193 kW
  - Government I.T.I, Baleswar – 120 kW
- **Part–B**
  - Total capacity: 265 kW
  - Government I.T.I, Boudh – 140 kW
  - Government I.T.I, Ganjam – 125 kW

#### ○ **Award Criteria**

The L1 bidder shall be awarded Part–A (313 kW).

The L2 bidder, subject to acceptance of the L1 discovered price, shall be awarded Part–B (265 kW).

### **Package-II ( 364 kw Grid connected Ground mounted solar)**

- Fish Hatcheries, Bhanjanagar, Ganjam- 125 KW (Ground Mounted Solar)
- sewerage treatment plant, Kochilaput, khordha-136KW
- sewerage treatment plant, Paikarpur, khordha-103KW

The L1 bidder shall be awarded the work

### **Package-III (215 Grid connected RSPS & Ground mounted solar)**

- Ground mounted in RPRC campus area-100kw
- PNB Bank building-15KW
- MTC side main garage tin shed- 35kw
- Orchid tissue culture garage roof- 15kw
- Labrotory tin shed- 35kw
- Main store near four pole sub-station- 15 kw

The L1 bidder shall be awarded the work

#### **7.8.1 Evaluation Basis**

1. Bidders may quote for one or all the Packages.
2. Financial evaluation shall be conducted package-wise.
3. The Lowest Evaluated Bidder (L1) for each Package shall be determined based on the total quoted price for that Package.

#### **7.8.2 Award of Contract**

1. The Contract shall be awarded to the L1 & L2 bidder for Package-I subject to:
  - The L1 bidder shall be awarded Part–A (313 kW).
  - The L2 bidder, subject to acceptance of the L1 discovered price, shall be awarded Part–B (265 kW).
2. The Contract shall be awarded to the L1 bidder for package II & III subject to:
  - Meeting Qualification Requirements
  - Submission of Performance Bank Guarantee
  - Acceptance of Letter of Award (LoA)
3. A bidder may be awarded one or both Packages, provided:
  - The bidder meets cumulative capacity eligibility.
  - The bidder confirms ability to execute both packages within stipulated timeline.
4. OREDA reserves the right to:
  - Award one Package
  - Award both Packages
  - Split the Package only if required in public interest
  - Reject any or all bids without assigning reason

## **7.9 Vendor Performance Monitoring**

Odisha Renewable Energy Development Agency hires/empanel vendors for various project implementation in Odisha. The cost of the project usually includes the comprehensive maintenance till 7 years. OREDA has a robust CRC (Customer Relationship Centre) for monitoring of scheduled and corrective maintenances.

### ***Parameters for measurement of vendor performance***

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

***End of Document***