



## **Tender Call Notice**

**for**

**Preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh of Kalahandi district**

**Tender Document no. 4912 , dated 23.12.2024**

**Contact details:**

Odisha Renewable Energy Development Agency (OREDA)

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

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

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# Notice Inviting Tender (NIT)

NIT no.: 4912, dated 23.12.2024

**Type of bidding:** Limited Tender Enquiry

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

Odisha Renewable Energy Development Agency (OREDA) invites Tender for Preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil-Junagarh, Kalahandi district The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of Invitation of Tender Document	23.12.2024
2.	Due date and time for submission of online Bid documents along with price bid	07.01.2025, time 05:00 PM
3.	Due date and time for submission of hard copies of Bid Forms only (except price bid)	08.01.2025, time 05:00 PM
4.	Due date and time for the opening of for both online copies and hard copies of technical Bids	09.01.2025, time 04:30 PM
5.	Due date and time for opening of price bid	To be intimated later

The Bidders may write to us at the email id: [ceoreda@oredaorissa.com](mailto:ceoreda@oredaorissa.com), 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 Limited**

# ***Disclaimer***

To whomsoever it may concern, kindly note the following:

1. This Tender Document is meant for the exclusive purpose of bidding against this Tender Document No. 455 dated 21.02.2023 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 Tender Document, the Bidder shall satisfy itself that the Tender Document 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 Tender Document is complete in all respects and has been accepted by the Bidder.
3. OREDA reserves all the right to modify, amend, or supplement this Tender Document 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 Tender Document 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 Tender Document, even if any loss or damage is caused by any act or omission on OREDA's part.

# Exhibit

## Definitions

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

Definitions and abbreviation	:	Description
AC	:	shall mean Alternating Current
Acceptance	:	shall mean acceptance of the DPR and when the Acceptance Certificate is issued to the Successful Bidder and as per the meaning ascribed to it in SOW Clause <b>Error! Reference source not found.</b>
Acceptance Certificate	:	shall mean formal acceptance of the DPR by OREDA by issuing an Acceptance Certificate, as per the meaning ascribed to it in SOW Clause <b>Error! Reference source not found.</b>
ACDB	:	shall mean Alternating Current Distribution Board
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Amendment	:	shall have the meaning ascribed to it in GCC Clause 5.1.2
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Work Order hereto, the standard set forth in this Work Order hereto, shall be deemed to be the standards under Applicable Laws
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
BDS	:	shall mean Bid Data Sheet
CEA	:	shall mean Central Electricity Authority
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
Coercive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Collusive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Construction Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Corrigendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.2
Corrupt Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
DCDB	:	shall mean Direct Current Distribution Board
Defect Liability	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Defect Liability Period	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Delay Liquidated Damage	:	shall have the meaning ascribed to it in GCC Clause 5.5.1
Department	:	shall mean the user department for which the Project will be developed
Detailed Workplan	:	shall have the meaning ascribed to it in GCC Clause 5.4.2.2
DRDA	:	shall mean District Rural Development Agency
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the date of issuance of the Work Order
Equipment	:	shall have the meaning ascribed to it in SOW Clause <b>Error! Reference source not found.</b>
Estimated Cost	:	shall mean the Project estimated by OREDA and shall have the meaning ascribed to it in ITB Clause 2.1.2

<b>Definitions and abbreviation</b>	<b>:</b>	<b>Description</b>
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
FOR	:	shall mean Freight on Road
GCC	:	shall mean General Conditions of Contract
Government	:	shall mean Government of India or any State Government, as applicable, which includes government agencies and public sector undertakings.
Incoterms	:	Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
ITB	:	shall mean Instructions to Bidders
kWp	:	shall mean kilo-Watt peak
Mini Grids	:	shall mean any solar photovoltaic system with capacity lower than 100 kWp per system implemented for the sole purpose of mini grids
Month	:	shall mean a calendar month
MoU	:	Shall mean Memorandum of Understanding
NIT	:	shall mean Notice Inviting Tender
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
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>
PKI	:	shall mean Public Key Infrastructure
Project	:	Shall mean DPR preparation for solar project on 41.58 Acres land parcel available at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district
Project Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/ Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency;
PV	:	shall mean Photo Voltaic
QR	:	shall mean Qualification Requirement
RPO	:	Renewable Purchase Obligation
RSPS	:	shall mean Rooftop Solar Power System
SCC	:	shall mean Special Conditions of Contract
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work
Successful Bidder	:	shall mean the Successful Bidder who is awarded the Work Order
Tax	:	shall mean all taxes and duties pursuant to any Applicable Laws (whether currently in force or coming into force on or after the last date for submission of offline 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,

<b>Definitions and abbreviation</b>	<b>:</b>	<b>Description</b>
		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 7.4.1
Tender Document	:	shall mean Tender Document
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 1.6
Year	:	shall mean the calendar year

## ***Interpretation***

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

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



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# 1. Instruction to Bidders (ITB)

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

- 1.1.1.1. In connection with the NIT, OREDA issues this Tender Document containing all the terms and conditions mentioned herein.
- 1.1.1.2. The Tender Document 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 sent via e-mail.
- 1.1.1.3. The name of the SOW including the associated NIT No., Tender Document No. and other details are specified in Section 2 (BDS).

### 1.1.2. Integrity Violation

- 1.1.2.1. The Bidder observes the highest standard of ethics all the time.
- 1.1.2.2. OREDA defines, for the purposes of this provision, the terms set forth below as follows:
  - a) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another Party;
  - b) "Fraudulent Practice" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a Party to obtain a financial or other benefit or to avoid an obligation;
  - c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any Party or the property of a Party to influence improperly the actions of the other Party;
  - d) "Collusive Practice" means an arrangement between two or more Parties designed to achieve an improper purpose, including influencing improperly the actions of other Party;
  - e) "Obstructive Practice" means
    - i. deliberately destroying, falsifying, altering, or concealing of evidence material to OREDA's investigation;
    - ii. making false statements to investigators in order to materially impede OREDA's investigation;
    - iii. failing to comply with requests to provide information, documents or records in connection with OREDA's investigation;
    - iv. threatening, harassing, or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - v. materially impeding OREDA's contractual rights of audit or access to information;
  - f) "Integrity Violation" is an act which violates OREDA's policies, including (a) to (e) given above in the ITB Clause 1.1.2.2 and the following abuse, conflict of interest, retaliation against whistleblowers or witnesses, and other violations of OREDA's policies, including failure to adhere to the highest ethical standard.

- 1.1.2.3. OREDA will reject a Bid if it determines that the Bidder has, directly or indirectly through an agent, engaged in Integrity Violation including but limited to any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice and Obstructive Practice;
- 1.1.2.4. OREDA will impose remedial actions on any Bidder or an individual, at any time, in accordance with its policies and guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in OREDA-managed, -administered, or -supported activities or to benefit from an OREDA-managed, -administered, or -supported, financially or otherwise, if it at any time determines that the Bidder or individual has, directly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation; and
- 1.1.2.5. OREDA will have the right to inspect the accounts, records, other documents, etc. of the Bidders and relating to the Bid submission and to have them audited at any point in time.

## **1.2. Contents of the Tender Document**

### **1.2.1. Sections of the Tender Document**

1.2.1.1. The Tender Document 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. 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 Tender Document & Site Visit**

1.2.2.1. A prospective Bidder requiring any clarification on the Tender Document shall contact at OREDA's Office Address or write to OREDA's Official Email Id, prior to the bid submission date. The queries shall be raised through mail.

1.2.2.2. Any modification to the Tender Document shall be made by OREDA exclusively through the issue of an Addendum.

1.2.2.3. The Bidder is advised to visit and examine the Project site and its surroundings to obtain all information that may be necessary for the preparation of the Bids. The cost of visiting the Project site shall be at the Bidder's own expense.

1.2.2.4. 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 Tender Document

- 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 Tender Document 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 Tender Document 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 only Price Bid. The Price Bid shall be submitted through e-mail pursuant to ITB Clause 1.3.3.2 and ITB Clause **Error! Reference source not found.** 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 submission of the Price Bid shall comprise the following:

Bid Form	Particulars
Bid Form 1 (Bid Security)	<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>

Bid Form	Particulars
	<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. 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 1 of Section 7 (Annexure).</p>
Bid Form 2 (Power of Attorney)	<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 2 of Section 7 (Annexure).</p>
Bid Form 3 (Self-certificate)	<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 3 of Section 7 (Annexure).</p>
Bid Form 4 (No Deviation Certificate)	<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 4 of Section 7 (Annexure).</p>
Bid Form 5 (Registration details)	<p>Copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).</p>
Bid Form 6 (PAN)	<p>Copy of the <b>PAN</b> card of the Bidder.</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>
Bid Form 7 (GST Certificate)	<p>Copy of the <b>"GST Certificate"</b> of the Bidder.</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>
Bid Form 8 (Income Tax Return) (If applicable)	<p>Copy of the last three (3) assessment year's <b>"Income Tax Return"</b> filing document.</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>
Bid Form 9 (Experience in Similar Assignments)	<p>Copy of the <b>"Experience in Similar Assignments"</b> certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder's experience 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 9 of Section 7 (Annexure).</p>
Bid Form 10 (Summary of the Bid)	<p>Copy of the <b>"Summary of the Bid"</b> in Microsoft .xls or .xlsx format as per the checklist given therein.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 7 (Annexure).</p>

<b>Bid Form</b>	<b>Particulars</b>
Bid Form 11 (Covering Letter of Price Bid)	Copy of the “ <b>Covering Letter of Price Bid</b> ” 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 11 of Section 7 (Annexure).
Bid Form 12 (Price Bid)	Copy of the “ <b>Price Bid</b> ” duly signed by the Authorized Signatory and stamped by the Bidder mentioning the price for the Bid.  This is a mandatory submission and shall be submitted in Microsoft xls. or .xlsx format only as per the requirements given in Bid Form 12 of Section 7 (Annexure).

1.3.3.3. 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.

1.3.3.4. 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 DPR is completed with the issuance of Acceptance Certificate.

#### **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

1.3.7.2. as per the Bid Form 1 pursuant to ITB Clause 1.3.3.2.

1.3.7.3. 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.

1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of unsuccessful Bidders shall be returned within a maximum time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.

1.3.7.5. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Successful Bidder shall be returned within a maximum time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.3.

1.3.7.6. The Bid Security received against the previous Tender Documents shall not be adjusted towards the Bid Security to be submitted against this Tender Document.

1.3.7.7. The Bid Security shall be forfeited,

- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
- b) if the Successful Bidder fails to
  - i. accept the Work Order pursuant to ITB Clause 1.6;
  - ii. furnish the Performance Security pursuant to ITB Clause 1.6.3; or
  - iii. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.3;

#### **1.3.8. Format and Signing of Bid**

1.3.8.1. The Bid Form as given in ITB Clause 1.3.3 or any electronic form, or any external form in Microsoft .xls or .xlsx format for the Bid shall be duly filled copies of Microsoft .xls or .xlsx or electronic form as provided along with the Tender Document, unless a specific instruction provided therein in the Tender Document.

1.3.8.2. The original documents of the Bid shall be typed or written in indelible ink and shall be signed by the Authorized Signatory supported by the seal of the Bidder. In case the original documents are issued by any third party (for example - the chartered accountant, etc.) then the same shall be signed by a person duly authorized to sign on behalf of the third party supported by the seal of the third party along with other details as required.

1.3.8.3. The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.

1.3.8.4. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## ***1.4. Submission and Opening of Bids***

#### **1.4.1. Sealing and Marking of Bids**

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

#### **1.4.2. Deadline for submission of Bids**

1.4.2.1. The Bids must be submitted to OREDA through e-mail 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 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 may 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 could be liable for rejection.

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

1.4.4.1. A Bidder may withdraw, substitute, or modify its Price Bid after it has been submitted as per the procedure mentioned in ITB Clause 1.4.1.1.

1.4.4.2. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the Bid validity period specified by the Bidder on the Covering Letters of Technical Bid and Price Bid or any extension thereof as per the terms of Bidding Document.



1.4.4.3. 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 through email submission of Price Bid pursuant to ITB Clause 1.3.3..
- b) Late Bids received as per ITB Clause 1.4.3.
- c) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
- d) 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. **Price Bid (through e-mail):**

- a) OREDA shall conduct the opening of the Price Bids for all Bidders pursuant to ITB Clause 1.5.
- b) The Price Bids shall be opened by OREDA as per the timelines mentioned in the NIT or any Corrigendum.

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

#### **1.5.1. Confidentiality**

1.5.1.1. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation for the issue of Work Order, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the issuance of Work Order is communicated to all Bidders, unless it is specifically required by OREDA to do such disclosure as per the specific requirements.

1.5.1.2. Any attempt by a Bidder to influence OREDA's decision in the evaluation of the Bids or issuance of Work Order may result in the rejection of its Bid.

1.5.1.3. Notwithstanding ITB Clause 1.5.1.2, from the time of Bid opening to the time of issuance of Work Order, if any Bidder wishes to contact OREDA on any matter related to the bidding process, it may do so in writing only.

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

1.5.2.1. To assist in the examination, evaluation, and comparison of the 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 prices in the Price Bid shall be sought, offered, or permitted. OREDA reserves all the rights to evaluate any such response received from the Bidder based on the clarification to be sought.

1.5.2.2. If a Bidder does not provide clarification of its Bid by the date and time set in OREDA's request for clarification, such Bid shall be liable for rejection.

#### **1.5.3. Correction of Arithmetical Errors**

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

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.



- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.

1.5.3.2. 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.

**1.5.4. Evaluation and comparison of Bids**

1.5.4.1. OREDA shall compare all responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Clause 1.5.3.2.

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

1.5.5.1. OREDA reserves all the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time prior to the issue of Work Order, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection. In such a case, the hard copies in the original form shall be returned unopened to the Bidder.

## **1.6. Work Order**

**1.6.1. Award Criteria**

1.6.1.1. The 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 Successful Bidder, in writing, that its Bid has been accepted. At the same time, OREDA may also notify all other Bidders of the results of the bidding. In addition, OREDA may publish the results on the OREDA Website.

1.6.2.2. OREDA shall issue a Letter of Intent, as per LOI Form 1 under Section 7 (Annexure), to the Bidder whose Price Bid has been determined to be the lowest evaluated (L1) Bid and is responsive to the Bidding Document.

1.6.2.3. Upon receiving the Letter of Intent, the Successful Bidder shall fulfill all other requirements given under the Letter of Intent and submit the below mentioned critical documents within a maximum time period of ten (10) Days from the date of Letter of Intent and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

<b>Sl. No</b>	<b>Critical documents</b>
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to OREDA
2.	Submission of Performance Security as per ITB Clause 1.6.3
3.	Submission of a Detailed Workplan in line with the Project Timelines mentioned in the SOW Clause 5.4.2.2 for the deliverables.

**1.6.3. Performance Security**

1.6.3.1. Within ten (10) Days of the receipt of Letter of Intent from OREDA as per ITB Clause 1.6.2, the Successful Bidder shall furnish the Performance Security as per LOI Form 2 under Section 7 (Annexure).

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

1.6.3.3. The Performance Security shall be submitted as per the details given in Section 2 (BDS). The Performance Security shall be submitted only in the form of a Bank Guarantee and the Bank Guarantee shall be issued in favour of Chief Executive Officer, OREDA Limited payable at

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Bhubaneswar, Odisha for an amount, expiry date and claim date as mentioned in Section 2 (BDS).

#### **1.6.4. Issue of Work Order**

- 1.6.4.1. Failure of the Successful Bidder to complete all the formalities mentioned in the Letter of Intent pursuant to ITB Clause 1.6.2 shall constitute sufficient grounds for the annulment of the Letter of Intent and forfeiture of the Bid Security. In that event, OREDA may issue the Letter of Intent to the next lowest evaluated (L2, L3, and so on in sequence) Successful Bidder at the same lowest evaluated (L1) price quoted by the first Successful Bidder. In all cases, the Bid of the Successful Bidder shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. In case any of the Bidder from L2, L3, and so on in sequence does not accept the Letter of Intent, then OREDA shall have the right to select the Successful Bidder or annul the bidding process, at its own discretion.
- 1.6.4.2. Upon completion of all the formalities mentioned in the Letter of Intent within the stipulated timeline by the Bidder, OREDA shall issue the Work Order to the Successful Bidder within a maximum time period of seven (7) Days.

## 2. Bid Data Sheet (BDS)

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

### 2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause				
2.1.1.	ITB Clause 1.1.1.3	<p><b>Name of the Project:</b> Preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district</p> <p><b>NIT no.:</b> 4912 dated 23.12.2024  <b>Tender Document no.:</b> 4912 dated 23.12.2024</p>				
2.1.2.	ITB Clause 1.3.3.2 and ITB Clause Error! Reference source not found.	<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>Bid Security (INR)</th> <th>Cost of the bid</th> </tr> </thead> <tbody> <tr> <td>INR 30,000.00</td> <td>INR 12,390.00</td> </tr> </tbody> </table> <p>The cost of the Bid will be submitted in the form of Demand Draft in favor of Chief Executive Officer, OREDA Limited, payable at Bhubaneswar.</p> <p>In case of the Bid Security submitted is in the form of a Bank Guarantee, the expiry date, and claim date are as follows:</p> <ul style="list-style-type: none"> <li><b>Expiry date:</b> Thirty (30) days from the original last date of submission of Price Bid via e-mail.</li> <li><b>Claim date:</b> Three (3) Months from the date of expiry.</li> </ul>	Bid Security (INR)	Cost of the bid	INR 30,000.00	INR 12,390.00
Bid Security (INR)	Cost of the bid					
INR 30,000.00	INR 12,390.00					
2.1.3.	ITB Clause 1.3.6.1	<b>Bid validity period:</b> Three hundred and sixty-five (365) days from the last date of Bid submission.				
2.1.4.	ITB Clause 1.4.1.1	<ul style="list-style-type: none"> <li>All the softcopies of the Bid shall be properly scanned, 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 the Bid have been attached and uploaded against the particular Bidding Document or not.</li> <li>The Price Bid along with new bid forms shall be sent through e-mail only in Microsoft .xls or .xlsx format only.</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> </ul>				
2.1.5.	ITB Clause 1.6.1.1	The L1 bidder will be allocated to prepare the DPR				
2.1.6.	ITB Clause 1.6.3.3	<p><b>Performance Security:</b></p> <p>The Performance Security of an aggregate amount equivalent to ten percent (10%) of the Total Bid Price, shall be submitted in the form of a Bank Guarantee, the expiry date, and claim date are as follows:</p> <ul style="list-style-type: none"> <li><b>Expiry date:</b> Six (06) Months from the date of issuing Letter of Intent</li> <li><b>Claim date:</b> Six (06) Months from the date of expiry</li> </ul>				

BDS Clause reference	ITB Clause reference	Detailed Clause
		Bank Guarantee submitted towards the Performance Security shall be returned within a maximum period of thirty (30) Days of the expiry date of the BG.
2.1.7.		<p><b>Validity of Price Bid</b></p> <p>a) The price bid quoted by the bidder would be valid for 365 days from the date of issue of Lol.</p> <p>b) The successful bidder would agree to provide these services to prepare DPR as per the SOW provided in this tender document for other sites discovered by OREDA during the period of price bid validity mentioned in the above clause a) at L1 price</p>

## 3. Terms of Reference (TOR)

Section 3 (TOR) contains Scope of Work of the Project, Roles and Responsibilities of the individual Parties, Project Timelines, etc. that describe the TOR under the Tender Document.

### 3.1. Scope of Work (SOW)

#### 3.1.1. Introduction

OREDA Limited, with a vision to promote the adoption of renewable energy is taking a leap towards generating renewable energy through developing large scale solar power plants. Hence, contributing to Odisha's goal of meeting its Renewable Purchase Obligation (RPO) mandates. This will also contribute to investment in solar power sector in the state and provide employment opportunities to local population. Odisha will also be able to reduce its carbon footprint by avoiding emissions equivalent to the solar power plant's generated capacity.

OREDA has identified one no of land parcel in Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district with a total land area of 41.58 acres. OREDA is planning to develop solar power plant with optimum capacity at the available land parcels. The evacuation facility in each location is within 10 km range from the grid sub-stations. The land area and estimated solar power plant capacity has been provided below:

Sl. No.	Land parcel Details	Land Area (Acre)
1	Mauja- Tentulipada, Tehsil- Junagarh, District- Kalahandi	41.58

To develop the proposed solar power plant, OREDA invites eligible consultant to submit their proposal for preparation of Detailed Project Report (DPR) for the proposed solar power plant project.

- 3.1.1.1. This Scope of Work shall be for the purpose of selection of consultant for preparation of Detailed Project Report (DPR) for the development of ground mounted solar power plant at the available land parcel at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district.
- 3.1.1.2. The contents of the DPR is given in Appendix 7.4.1. The DPR must contain, but not limited, all the areas provided in Table of contents failing which report shall be considered incomplete and unacceptable. The consultant should also include any other essential information with respect to development of solar project which may not be mentioned defined under the scope of work or seems to be necessary for development of solar power plant.
- 3.1.1.3. The DPR must contain reports for both the sites with site specific contents provided in Appendix 7.4.1.
- 3.1.1.4. The DPR should be prepared with the purpose that DPR can be presented to a financial lender/investor by OREDA. The consultant should provide any additional data if any to OREDA as required by the financial lender/investor.

#### 3.1.2. Roles and Responsibilities of the Successful Bidder for the Project

The consultant shall have the below roles and responsibilities for both the sites identified by OREDA to set up the ground mounted solar power plants:

##### 3.1.2.1. Land Topography

The consultant shall carryout the land topography of the site & quantify the requirement of filling/ levelling/ excavation for the development of solar power plant at the location.

##### 3.1.2.2. Solar Plant Capacity

- a) Based on the land area available & suitable technology assessment, consultant shall suggest installation capacity of Photovoltaic Solar Power Plant in the proposed land parcels.

- b) The consultant shall also work out the detailed technical specification, rating and capacity of the various project components like Solar PV module, Mounting Structure, BoS, etc. required for execution of the project.
- c) The consultant shall also out the bill of material along with cost estimate for development of solar power plant.

#### 3.1.2.3. Method of Implementation of the Project

Consultant shall recommend different methods for implementation of both solar projects. An elaborate sequencing of milestones during execution of project shall form part of the report. Consultant should also identify & report potential hazards and risks to be foreseen and its mitigation measures.

#### 3.1.2.4. Power Evacuation from the Solar Power Project site to nearby Grid Substation

- a) Consultant shall carryout load flow study and recommend the method of power evacuation after consultations with concerned authorities (viz. STU), along with details regarding evacuation infrastructure available in vicinity of project boundary/site to nearby grid substation for optimizing the power evacuation
- b) The consultant shall also workout the interfacing arrangement required from point of generation to the Pooling Substation such as transformers, panels, kiosks, protection, metering, HT lines as per grid code etc.
- c) The consultant shall also work out tentative bill of material along with cost estimate or lumpsum cost for major material / equipment for creation of the required evacuation infrastructure.

#### 3.1.2.5. Resource assessment & existing infrastructure

A detailed study of solar radiation resource assessment shall be carried out with other climatic factors such as temperature, wind velocity, precipitation. The Capacity Utilization Factor (CUF) to be estimated. Availability of water (for cleaning of PV Modules, & domestic purpose of personnel stationed at site) with a suggestion on requirement of water treatment facility based on quality of water available.

The tentative cost of civil work will be given.

#### 3.1.2.6. Technical Detailing and Basic Engineering Design

Specifications of the various technical components of the said project shall be worked out by the Consultant along with relevant IS/ BIS Codes wherever applicable. Consultant shall also prepare tentative Bill of Material based on the indicative layout of the solar plant or the SLD and cost of major material / component / equipment. The estimated Cost of balance of system (BoS) may be provided in Lumsum.

- a) Project Technical Design including plant layout, DC Field Layout (solar module/string, inverter, String Monitoring Boxes /Combiner Box, DCDB etc.), AC Field Layout (Inverter Station, Switchyard, transformer etc.)
- b) Road network plan including existing road, Onsite and Off-side proposed road/connecting road, watch towers.
- c) Power Evacuation Plan within the vicinity of project boundary/site including substation, transmission lines, cabling, Lightning arrestor, transformer, Supervisory Control and Data Acquisition (SCADA) & associated infrastructure details etc. The consultant shall suggest various alternatives considering underground cable network, overhead lines etc. along with cost details of each system to enable OREDA to select the appropriate design. Further, the consultant shall also suggest various alternatives for step up voltage selection to optimize the electrical evacuation facilities.
- d) Power Evacuation Plan from the point of generation to the nearby Grid Substation (s) along with associated load analysis of the power network for taking necessary approval from the competent authority.
- e) Water demand estimation, water sources, storage system (including underground water) and suggest water treatment for ground water

- f) Common infrastructure like parking, warehouses, office, etc. in the master plan.
- g) Telecommunication & Local Area Network within the project location including the link cable to the service provider.

#### **3.1.2.7. Cost Estimation and Financial Details**

Review all aspects of the project and prepare a detailed breakup of cost estimate of each component of the project. Financial viability of projects including details of following heads shall be furnished.

- a) Various revenue models & estimates of revenue and operating costs
- b) Profitability analysis
- c) Cash flow statement
- d) Base Indicators – IRR, DSCR, NPV, etc.

#### **3.1.2.8. Review of Environmental Issues:**

Review the existing environmental laws and regulations and report environmental issues that may arise as a result of the implementation of the project. Highlighting climatic / environmental / seismic / anthropogenic factors which can affect progress, life, performance of solar park & solar plants. The environmental impact assessment shall include:

- a) Impact on land, air, noise, water.
- b) Impact on surrounding land use (possibility of land use change is there or not).
- c) Physical and geographical suitability.
- d) Waste generation, transfer, re-cycling, treatment and disposal technologies to be employed.
- e) Pollution abatement options to be employed.
- f) Green Belt Development & dust control measures.
- g) Potential hazards and risks to be foreseen and its mitigation measures.

Indicative assessment of the impact can be submitted

#### **3.1.2.9. Legal and Statutory Aspects**

Review legal and statutory aspects for the proper implementation of the project regarding resettlement of the population of the selected area if required. An exhaustive list of clearances, NOCs required to be taken along with process to obtain them in order to execute & operate the solar park / solar power plants shall be furnished

#### **3.1.2.10. Preliminary Yield Analysis**

Consultant shall carry out study of energy yield for the proposed development using different technologies (Solar Photo Voltaic) and respective land requirement.

#### **3.1.2.11. Learning from Previous Project of Similar Nature**

Learning from existing solar power project and care should be taken while implementing the project.

#### **3.1.2.12. Benefits of the project**

Consultant shall list down the proposed social, economic, environmental benefits of the project to the society and state.

### **3.1.3. Roles and Responsibilities of OREDA**

- 3.1.3.1. OREDA shall be responsible for providing its approval on draft DPR and final DPR prepared by the consultant.

3.1.3.2. At any time during development of project, OREDA may request the consultant for incorporating any change in Report. In such case, Consultant shall acknowledge and address the changes requested by OREDA in such manner.

### 3.2. Deliverables and Timelines

3.2.1. Consultant shall submit a draft **Detailed Project Report (DPR)** with brief details of solar power projects that can be installed in the proposed location, evacuation system requirement with their possible location & estimated cost, **within 21 calendar days of issue of Work Order**. OREDA shall try to give their inputs/observations if any on draft DPR within 07 working days & in next 07 working days consultant shall incorporate & submit the final DPR i.e. within **35<sup>th</sup> Calendar Day**. Consultant shall also be required to give presentation to OREDA & any concerned authority as instructed by OREDA, on details of the DPR. Soft copies of the presentation shall be submitted to OREDA along with DPR.

3.2.2. The following are the timelines and deliverables for this engagement:

Activities	Project Timelines
Issue of Letter of Intent by OREDA	T0
Acceptance of Letter of Intent by the Successful Bidder	T1 = T0 + seven (7) Days
Issue of Work Order by OREDA	T2 = T1+ three (3) Days
<b>Deliverable 1:</b> Submission of draft DPR	T3 = T2+ thirty (30) days
Inputs/Observations on draft DPR by OREDA	T4 = T3 + seven (07) days
<b>Deliverable 2:</b> Submission of final DPR and Power Point Presentation (submission of 2 hard copies +editable soft copies in pen drive)	T5 = T4 + seven (07) days

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.	The Bidder must be a central or state government organization / agency / body / institution and/or Central PSU / State PSU.	The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.  The Bidder must submit Bid Form 5.
4.1.2.	The Bidder (solely) must have the experience of preparing at least 1 (one) number of Detailed Project Report for Solar Power Plant of capacity $\geq$ 10 MW in the last 5 years which are under operation/execution.	The Bidder shall submit the letter of awards/ work orders/ contract agreement along with completion certificate from the client.  The Bidder must submit Bid Form 9 of Section 7 (Annexure).
4.1.3.	The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.	The Bidder shall submit a self-certification by an authorized person duly notarized to this effect.  The Bidder must submit Bid Form 3.

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# 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 contents of the Detailed Project Report.
- 5.1.1.3. The Work Order including any Amendment supersedes all communications, negotiations, and agreements (whether written or oral) made prior to the date of issuance of Work Order in case of any confusion with the Bidding Document at any point in time.
- 5.1.1.4. The Work Order shall be read as a whole.

### 5.1.2. Amendment

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

### 5.1.3. Independent Successful Bidder

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

### 5.1.4. Non-waiver

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

### 5.1.5. Severability

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

### 5.1.6. Communications

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

### **5.1.7. Law**

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

### **5.1.8. Language**

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

### **5.1.9. Integrity Violation**

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

5.1.9.2. Applicable as per ITB Clause 1.1.2.2

## **5.2. Payment**

### **5.2.1. Total Price**

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

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

5.2.1.3. Subject to SOW Clause 3.1.2, 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 deliverables or any part(s) thereof, until the issuance of Acceptance Certificate by OREDA in writing.

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

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

### **5.2.3. Taxes**

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

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

### **5.2.4. Performance Security**

5.2.4.1. The Successful Bidder shall submit the Performance Security as per ITB Clause 1.6.3.

5.2.4.2. In case of any forfeiture, in full or parts, made on the Performance Security, the Successful Bidder shall be liable to replenish the Performance Security to its original amount within a maximum time period of seven (7) Days from the aforesaid date of such forfeiture in full or parts. In case the Successful Bidder fails to do the aforesaid replenishment within the prescribed timelines then the Work Order shall be cancelled, and OREDA may take suitable action against the Successful Bidder.

5.2.4.3. In case the Performance Security requires any extension of the expiry date and/ or claim date, the same shall be extended suitably by the Successful Bidder as per the instructions of OREDA.

5.2.4.4. The Performance Security shall be returned to the Successful Bidder within thirty (30) Days after its expiration, pursuant to GCC Clause 5.2.4.1.

### **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. Until Acceptance of the final DPR , 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

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

#### 5.4.1.2. Project Manager

- 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) 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.

- h) If any representative or person employed by the Successful Bidder is removed in accordance with GCC Clause 5.4.1.2g), the Successful Bidder shall, where required, promptly appoint a replacement; failure to which will lead to a material breach in the Work Order.

#### **5.4.2. Work program**

##### **5.4.2.1. Successful Bidder's Organization**

Within seven (7) 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 deliverables within the Project Timelines for Preparation and Submission as mentioned in SOW Clause 3.2. The organization chart shall include the identities of the key personnel and the short curricula vitae of such key personnel to be employed. The Successful Bidder shall promptly inform the Authorized Representative of OREDA in writing of any revision or alteration of such an organization chart, as applicable.

##### **5.4.2.2. Detailed Workplan**

Within seven (7) 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 prepare and submit the deliverables in line with the Project Timelines.

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

##### **5.4.2.3. Progress of Detailed Workplan**

If at any time the Successful Bidder's actual progress falls behind the Detailed Workplan, or it becomes apparent that it will so fall behind, the Successful Bidder shall promptly prepare and submit to the Authorized Representative of OREDA a revised Detailed Workplan without changing any timelines with reference to the Project Timelines, taking into account the prevailing circumstances, and shall notify the Authorized Representative of OREDA of the steps being taken to expedite progress so as to achieve the submission of final DPR 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 submit the deliverables 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 submit the deliverables within 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 one percent (1%) 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 five percent (5%) of the Total Price.
- 5.5.1.3. Once the maximum limit of five (5%) is reached, OREDA may consider terminating the Work Order and forfeit the Performance Security without prejudice to the other remedies of the Work Order. However, the Chief Executive Officer, OREDA Limited 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. Not Applicable

#### **5.5.3. Defect Liability**

5.5.3.1. Not Applicable

#### **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 submission of deliverables.

Such indemnity shall not cover any use of the Detailed Project Report or 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 deliverables or any part thereof, or any products/reports produced thereby in association or combination with any other reports or materials not produced 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 7.56; 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 deliverables, arising in connection with the preparation of the deliverables 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.

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.

#### 5.6.4. Insurance

5.6.4.1. The Successful Bidder 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, the insurances set forth below in the sums and with the deductibles and other conditions. The identity of the insurers and the form of the policies shall be subject to the approval of OREDA, who should not unreasonably withhold such approval.

- a) Third-Party Liability Insurance: Covering bodily injury or death suffered by third parties including OREDA's personnel, and loss of or damage to property occurring in connection with the preparation of deliverables valid all the time starting from Effective Date until the submission of Final DPR.
- b) Automobile Liability Insurance: Covering the use of all vehicles used by the Successful Bidder, whether or not owned by them, in connection with the execution of the Work Order valid all the time starting from Effective Date until submission of Final DPR.

5.6.4.2. OREDA shall be named as co-insured under all insurance policies taken out by the Successful Bidder pursuant to GCC Clause 5.6.4.1, except for the Third Party Liability, Workers' Compensation and the Successful Bidder's employees and representatives shall be named as co-insureds under all insurance policies taken out by the Successful Bidder pursuant to GCC Clause 5.6.4.1. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Work Order shall be waived under such policies.



- 5.6.4.3. The Successful Bidder shall deliver to OREDA certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect.
- 5.6.4.4. If the Successful Bidder fails to take out and/or maintain in effect the insurances referred to in GCC Clause 5.6.4.1, OREDA may take out and maintain in effect any such insurances and may from time to time deduct from any amount due to the Successful Bidder under the Work Order any premium that OREDA shall have paid to the insurer, or may otherwise recover such amount from any monies due to the Successful Bidder or claimed under the Performance Security.
- 5.6.4.5. Unless otherwise provided in the Work Order, the Successful Bidder shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 5.6.4, and all monies payable by any insurers shall be paid to the Successful Bidder. OREDA shall give to the Successful Bidder all such reasonable assistance as may be required by the Successful Bidder.

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

- 5.6.5.1. If, after the last date of offline 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 submission of final DPR along with the Work Order price shall be correspondingly increased or decreased, and/or the Time submission of Final DPR 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
- 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. Not Applicable

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

- 5.7.2.1. The Project Timelines as specified in the SOW Clause **Error! Reference source not found.** 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 Chief Executive Officer, OREDA Limited.

### **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. Not Applicable

### **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 services, except for such services as OREDA may specify in the notice of termination for the sole purpose of protecting that part of the deliverable already submitted,
  - ii. terminate all subcontracts, except those to be assigned to OREDA pursuant to GCC Clause 5.7.4.1a)i(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 5.7.4.1 c),
    - (a) deliver to OREDA the parts of the deliverables prepared 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 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 services to prepare and complete the deliverables in the manner specified in the Project Timelines as per SOW Clause 3.2 at rates of progress that give reasonable assurance to OREDA that the Successful Bidder can submit the deliverables,

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 Deliverables already prepared, 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 5.7.4.1(b),
  - iii. deliver to OREDA the parts of the Deliverables prepared 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 Deliverables.
- 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 submission of Final DPR.
- 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 deliverables prepared as of the date of termination, the value of any unused or partially used deliverables. 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 Deliverables, 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 Deliverables, 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.

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 "Deliverables prepared" shall include all work executed, Services provided, and all reports prepared, 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 Deliverables, up to and including the date of termination.

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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), it shall, in the first instance be referred to the Chief Executive Officer, OREDA Limited and the Successful Bidder's senior management. The Chief Executive Officer, OREDA Limited 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 Limited 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 Limited 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 Limited during such period or not, refer the matter to the Energy Secretary to the Government of Odisha for a resolution.
- 5.8.1.4. The Energy Secretary to the Government of Odisha shall make every effort to amicably resolve the dispute or differences arising between the Parties and provide its written decision within a maximum time period of seven (7) Days of the dispute being referred to it by either Party.
- 5.8.1.5. In the event that the Energy Secretary to the Government of Odisha fails to provide its decision within the above said period after being requested as aforesaid, or in the event that either OREDA or the Successful Bidder is dissatisfied with any such decision, either Party may, within fifteen (15) Days after the date on which such decision is required to be provided in accordance with GCC Clause 5.8.1.4, whether the decision is provided by the concerned Secretary of the admin department to the Government of Odisha during such period or not, refer the matter in dispute to arbitration as hereinafter provided in GCC Clause 5.8.2.
- 5.8.1.6. The Successful Bidder shall continue to perform its obligations under this Contract during this mutual settlement.

### **5.8.2. Arbitration**

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

## 6. Special Conditions of Work Order (SCC)

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

### 6.1. Specific provisions of GCC

SCC Clause reference	GCC Clause reference	Detailed Clause								
6.1.1.	GCC Clause 5.2.2.1	<p><b>Payment Terms:</b></p> <p>The payment shall be made in the following manner:</p> <table border="1"> <thead> <tr> <th>Milestone</th> <th>Percentage payment of cost quoted against DPR preparation</th> </tr> </thead> <tbody> <tr> <td>Submission of complete draft report of DPR</td> <td>50%</td> </tr> <tr> <td>Submission of final DPR after addressing OREDA's observations (2 hard copies + editable soft copies in pen drive)</td> <td>40%</td> </tr> <tr> <td>Acceptance of final DPR by OREDA</td> <td>10%</td> </tr> </tbody> </table>	Milestone	Percentage payment of cost quoted against DPR preparation	Submission of complete draft report of DPR	50%	Submission of final DPR after addressing OREDA's observations (2 hard copies + editable soft copies in pen drive)	40%	Acceptance of final DPR by OREDA	10%
Milestone	Percentage payment of cost quoted against DPR preparation									
Submission of complete draft report of DPR	50%									
Submission of final DPR after addressing OREDA's observations (2 hard copies + editable soft copies in pen drive)	40%									
Acceptance of final DPR by OREDA	10%									



# 7. Annexure

## 7.1. Bid Forms

### 7.1.1. Bid Form 1 (Bid Security)

#### Bid Security

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

The Chief Executive Officer, OREDA Limited  
Odisha Renewable Energy Development Agency (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)

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]



## **Bid 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  
Odisha Renewable Energy Development Agency (OREDA)  
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.  
Email: ceoreda@oredaorissa.com

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit its Bid for the selection as "Consultant for Preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district" with reference to Tender Document (Tender Document) no. [insert Tender Document no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said Tender Document 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 upto a total of INR [Amount of the Bank Guarantee in words] (Indian Rupees in figures) only and we undertake to pay OREDA upon OREDA's first written demand declaring the Bidder to be in default under the various provisions of the Bidding Document and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without OREDA's need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Bidder before presenting us with the demand.

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

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

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

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR [insert] (Indian Rupees [in words]) only and it shall remain with an expiry date up to [DD MMM YYYY, [insert] months from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 12 months from the

[date of expiry] and shall be extended from time to time for such period, as may be desired by M/s. [insert the Bidder name] whose behalf this guarantee has been given.

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

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

### 7.1.2. Bid Form 2 (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]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

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

Know all men by these presents, We, [name of the executant(s)], do hereby constitute, appoint and authorize [name of the Authorized Signatory] as the Authorized Signatory presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] as our true and lawful representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the selection as "Consultant for preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district" with reference to the Tender Document no. [insert Tender Document no.] dated [DD MMM YYYY] issued by Odisha Renewable Energy Development Agency ("OREDA").

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

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

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

Signature of the executant

Name:

Designation:

Address:

Company:

Accepted by

---

Signature of the Authorized Signatory

Name:

Designation:

Address:

Company:

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

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

WITNESS

Signature:

Name:

Address:

Signature:

Name:

Address:

Notes:

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

## Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document 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 [DDMMM YYYY] AT [HHMM] HRS.

Resolved that we, [insert name of the Bidder], do agree to participate in the Tender Document invited by OREDA vide Tender Document no. [insert Tender Document no.] dated [DD MMM YYYY] for the selection as "Consultant for preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district".

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

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

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

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

### 7.1.3. Bid Form 3 (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. The stamp paper shall be purchased in the name of the Bidder only.)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

The Chief Executive Officer, OREDA Limited  
Odisha Renewable Energy Development Agency (OREDA)  
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]

#### 7.1.4. Bid Form 4 (No Deviation Certificate)

##### No Deviation Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

The Chief Executive Officer, OREDA Limited  
Odisha Renewable Energy Development Agency (OREDA)  
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 Tender Document, 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 Tender Document 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]

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### 7.1.5. Bid Form 5 (Registration details)

#### Registration details

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

The Chief Executive Officer, OREDA Limited  
Odisha Renewable Energy Development Agency (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]



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7.1.6. **Bid Form 6 (PAN)**

**PAN**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

The Chief Executive Officer, OREDA Limited  
Odisha Renewable Energy Development Agency (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]

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### 7.1.7. Bid Form 7 (GST Certificate)

#### GST Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

The Chief Executive Officer, OREDA Limited  
Odisha Renewable Energy Development Agency (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]

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**7.1.8. Bid Form 8 (Income Tax Return)**

**Income Tax Return**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

The Chief Executive Officer, OREDA Limited  
Odisha Renewable Energy Development Agency (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 three (3) assessment years for AY2022-23, AY2021-22 and AY2020-21.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 7.1.9. Bid Form 9 (Experience in Similar Assignments)

#### Experience in Similar Assignments of Preparing DPR for Large Scale Solar Power Plants

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

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

We confirm that we meet the Qualification Requirement mentioned in QR Clause 4.1.2 of Section 4 (QR) and we have the experience of:

1. Preparing atleast 1 (one) number of consultancy service for preparing Detailed Project Report for Solar Power Plant of capacity  $\geq$  10 MW in the last 5 years which is/are under operation/execution;

As per QR Clause **Error! Reference source not found.**1, our experiences are as follows:

Sl. No	Name of Project	Date of Award	Date of completion	Scope of Work	Remarks
1					
2					
3					
.....					

The details pertaining to the reference projects are given below:

Sr. No.	Item Description	Reference project [insert]**
2.	Project capacity in MW (and Land Area in Acres for QR 3)	[capacity as per Work Order/joint commissioning certificate/ experience certificate] MW  <i>For QR 3</i> And [Land Area as per Work Order] Acre
3.	Title of the project with a brief of scope	
4.	Actual project cost	[insert] Lakh INR
5.	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:
6.	Name of the ultimate user of solar energy	
7.	Project arrangement	[On-grid net metering, Off-grid, mini gridsor other (please specify)]
8.	Location of the project and GPS/ Google coordinate	Address of the plant: GPS/ Google coordinate:
9.	I have attached the relevant letter of awards/ work orders/ contract agreement along with any amendments issued in full without deleting/ hiding any information	[Yes/ No]
10.	Details of the letter of awards/ work orders/ contract	Work order no.: Date of work order: [DD MMM YYYY] Whether any liquidated damages been charged by the client? [Yes/ No]. In case of yes, please provide the details.

Sr. No.	Item Description	Reference project [insert]**
11.	Project Description: [About the Project and tasks performed by bidder]	

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

The scan copies of the letter of awards/ work orders/ contract along with the associated Joint Commissioning Certificates are enclosed below:

[Please attached the proof of documents]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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7.1.10. **Bid Form 9 (Summary of the Bidder)**

**Summary of the Bidder**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

The Chief Executive Officer, OREDA Limited  
Odisha Renewable Energy Development Agency (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.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

## **7.2. Bid Forms – Price Bid**

### **7.2.1. Bid Form 10 (Covering Letter of Price Bid)**

#### **Covering Letter of Price Bid**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

To

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

Sub: Submission of Price Bid for Preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district.

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 Tender Document no. mentioned above.

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

We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Price Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the Tender Document 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 Tender Document; 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 for further evaluation. If we submit the Price Bid 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 Tender Document.
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 Tender Document, 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]



## 7.2.2. Bid Form 11 (Price Bid)

### Price Bid

(Sample Format)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document no.] dated [DD MMM YYYY]

SI No	Particulars	Description
1	Name of the Project	Preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district
2	Name of the Bidder	[insert the Bidder name]
3	Category of the Bidder	Not Applicable
4	DPR price per Acre (in INR)	[insert the Bid Amount]
5	<b>Total Price (in INR) ((SI No. 4) x 41.58)</b>	[insert the Bid Amount]

#### Note:

1. The price to be quoted is exclusive of taxes.
2. Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.
3. The price bid quoted by the bidder would be valid for 365 days from the date of issue of Lol.
4. The successful bidder would agree to provide similar services to prepare DPR for other sites discovered by OREDA during period of price bid validity mentioned in clause 2.1.7 for similar project at L1 price.

## 7.3. Letter of Intent Forms

### 7.3.1. LOI Form 1 (Letter of Intent)

#### Letter of Intent

(To be submitted on the letterhead of OREDA)

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

From

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

To

[Bidder name]

[Address]

**Sub:** Letter of Intent to the Successful Bidders for Preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district

#### Reference:

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

With reference to the above, you have been selected as the Successful Bidder and you are requested to submit the following critical documents within a maximum period of ten (10) Days from the date of issue of this Letter of Intent, without any fail, else your Bid shall be liable for rejection and the Bid Security submitted to us shall be forfeited.

Sl. No	Critical documents
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to OREDA
2.	Submission of Performance Security as per ITB Clause 1.6.3
3.	Submission of a detailed Workplan in line with the Project Timelines mentioned in the SOW Clause 5.4.2.2 for the implementation of the Project.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 7.3.2. LOI Form 2 (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  
Odisha Renewable Energy Development Agency (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 "Consultant for Preparation of Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district" with reference to Tender Document no. [insert Tender Document no.] dated [DD MMM YYYY] and Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA 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" in the bank and branch "Axis Bank Ltd., Mancheswar Branch, Bhubaneswar" having the account no. 918010103435005IFSC code UTIB0001973.

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

## 7.4. Appendix to SOW–Detailed Project Report for Solar Power Plant

### 7.4.1. Appendix Form 1 (Content of DPR)

Sl. No.	Section	Description
1.	Abbreviations	
2.	Executive Summary	
3.	Salient Features	Need of the project, Project site, District, State, Project location (Latitude, Longitude and Altitude), Irradiation details considered, type of PV module and specifications, proposed capacity, Grid Connectivity from Project site to nearest substation, capacity of each module proposed, invertors capacity, type of array mountings (Fixed, seasonal tracking etc.), projected energy production per year, plant load factor (PLF), total project cost, cost per MW, funding structure, debt equity ratio, equity, debt, project structure, project owner, customer of the power, tariff considered, expected life of power plant, expected plant commissioning date, project IRR, project payback period, debt service coverage ratio, Target Beneficiaries etc.
4.	Introduction	<ul style="list-style-type: none"> <li>i. Background of the Project</li> <li>ii. Global and Indian energy scenario</li> <li>iii. Power Scenario in the Odisha and Angul district</li> <li>iv. Renewable Energy Scenario in India &amp; Solar Energy Mission</li> <li>v. Scope of Renewable Energy in the Odisha and Angul district</li> <li>vi. Solar potential in Odisha and Angul district</li> <li>vii. Objective of the project and its socio-economic benefits</li> <li>viii. Barriers in the development of the project</li> </ul>
5.	Project Location and Site Description	<ul style="list-style-type: none"> <li>i. Brief description of project area, Type of project lands</li> <li>ii. Area location descriptions with detailed map showing state, district, town, village and specific projects and its surroundings</li> <li>iii. Site Parameters:</li> <li>iv. Site address, site longitude-latitude, array tilts angle, azimuth, solar radiation, obstacle, shadow, distance, of nearest sub-station / evacuation systems and grid status of substation, approach road to site / connectivity by road, train and air, distance from urban infrastructures, terrain, levelisation degree, brief report on topographical survey, availability of water, drainage system, security, availability of labours, social support for power plant, temperature and temperature variation of the site, rainfall data, highest wind speed at array level, Seismic data/record, etc. Hourly meteorological data/weather data</li> <li>v. Historical weather data of the project area</li> </ul>

		vi. Technology selection for the proposed site.
6.	Power Potential studies and Simulation results	<ul style="list-style-type: none"> <li>i. Solar radiations from multiple sources</li> <li>ii. Expected Capacity Utilization Factors (CUF) of the sites</li> <li>iii. Comparative studies and reasons/justifications for selection of data</li> <li>iv. Typical system specifications considered</li> <li>v. Estimated Energy generation and its justification/basis of calculations</li> <li>vi. Actual generation data in the Odisha and the sites identified in last couple of years/months/days</li> <li>vii. Clean Development Mechanism (CDM) Benefits</li> </ul>
7.	Technical Aspects	<ul style="list-style-type: none"> <li>i. Solar PV plant design and systems integrations</li> <li>ii. Main Plant equipment design criteria and specifications</li> <li>iii. Tentative bills of material</li> <li>iv. Power evacuation and grid interconnections systems</li> <li>v. Specifications and relevant standards</li> </ul>
8.	Financial Analysis	<ul style="list-style-type: none"> <li>i. Photovoltaic Power Project Parameters</li> <li>ii. Financial Modelling Results</li> <li>iii. Sensitivity Analysis</li> <li>iv. Risk Factors and Mitigation</li> <li>v. Pre-operation Risks, if any</li> <li>vi. Post Operations Risk, if any</li> <li>vii. Conclusion</li> </ul>
9.	Environment Related Assessment	<ul style="list-style-type: none"> <li>i. Environmental related assessment</li> <li>ii. Measures to mitigate identified adverse impact</li> </ul>
10.	Sustainable Development Goals	Impact analysis of the project on concerned SDG indicator

#### 7.4.2. Appendix Form 2 (Acceptance Certificate)

### Acceptance Certificate of the Detailed Project Report for Solar Power Plant

(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]
1. Tender Document 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 prepared and submitted Detailed Project Report (DPR) for the Development of ground mounted solar PV power plant at Mauja- Tentulipada, Tehsil- Junagarh, Kalahandi district.

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

1. Acceptance letter as submitted by the OREDA and other concerned authorities.
1. No claim/ lien certificate

Place: [insert place]

[sign here]

Signature

Name of Authorized Representative of OREDA: [insert name]

Designation: [insert designation]

Odisha Renewable Energy Development Agency

Seal:

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## **7.5. No claim/ lien certificate**

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

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

Tender Document no.: [insert Tender Document 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]



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***End of Document***