



OREDA LIMITED

S-3/59, MANCHESHWAR INDUSTRIAL ESTATE

Bhubaneswar-751010, ODISHA

Website: www.oredaodisha.com, Email: ceoreda@oredaorissa.com

NIT No.: 151 , Dated: 16.01.2025

Request for Proposal for Engagement of Original Equipment Manufacturer (OEM) Empanelment of solar water pump

Contact details:

OREDA Limited (OREDA)

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

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Website: <http://oredaodisha.com>

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Notice Inviting Tender (NIT)

NIT no:

Dated:

Type of bidding: Domestic Competitive Bidding (DCB)

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

OREDA Limited invites e-tender for Engagement of Original Equipment Manufacturer Empanelment of.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of RFP on E-procurement Website and OREDA Website	16.01.2025
2.	Due date of submission of pre-bid queries as per the OREDA format	20.01.2025, Time: 5.00 PM
3.	Date and time of Pre-bid Meeting through virtual mode https://meet.google.com/gii-hgrr-nzi	21.01.2025, Time: 11.30 AM
4.	Due date and time for submission of online copies of Bid.	07.02.2025, Time: 5:00 PM
5.	Due date and time for submission of hard copies of Bid.	10.02.2025, Time: 5:00 PM
6.	Due date and time for the opening of Technical Bid	13.02.2025, Time: 12.00 PM
7.	Due date and time for the opening of online price bid applicable only for the bidders whose Technical bids shall be responsive.	To be intimated later

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

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

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

-Sd-
Chief Executive

Disclaimer

To whomsoever it may concern, kindly note the following:

- This RFP is meant for the exclusive purpose of bidding against this RFP and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
- Though adequate care has been taken for the preparation of this RFP, the Bidder shall satisfy itself that the RFP 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 RFP is complete in all respects and has been accepted by the Bidder.
- OREDA reserves all the right to modify, amend, or supplement this RFP by issuing Addendum from time to time in the interest of the Project.
- OREDA reserves all the right to extend the timelines mentioned in the Schedule of Events of RFP by issuing Corrigendum from time to time in the interest of the Project.
- While the RFP 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 RFP, even if any loss or damage is caused by any act or omission on OREDA's part.

Definition

“ASSIGNMENT” shall mean the consultancy assignment for engagement of Original Equipment Manufacturer (OEM) empanelment of solar water pump.

“Bid” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RFP document.

“Bidder” or **“Applicant”** shall mean the Consultant firms participating in the bid floated by OREDA for the Appointment of Consultant to empanelment of experienced consultancies to complete the assignment and shall include his heirs, legal representatives, successors and permitted assigns.

“Contract” shall mean the agreement signed by the Authorized representatives of OREDA and the Selected Consulting firm covering “the Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by OREDA.

“Contract Period” shall be 1 year from the date of issue of Letter of Award, and extensions, if any, thereof.

“LOE” i.e., “Letter of Empanelment” shall mean the official notice issued by OREDA notifying the firm that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by OREDA.

“Month” shall mean the calendar month and **“Day”** shall mean the calendar day.

“OEM shall mean the Original Equipment Manufacturer who shall be selected and appointed through tender process and shall include such successful Bidder’s legal representatives, successors and permitted assigns.

“OREDA” shall mean OREDA Limited.

“Person” shall mean and include firms, companies, corporations and associations, Joint Ventures/ Consortium or bodies of individuals, whether incorporated or not.

“RE Policy” shall mean Odisha Renewable Energy Policy, 2022 notified on 30.11.2022 vide gazette notification No. 11757-ENG-HYD-HYDRO-0009/2022/En

“RFP” i.e., “Request for Policy” shall mean a document consisting of NIT, ITB, BDS, Eligibility Criteria, Duration of Assignment & Scope of Work, Eligibility Criteria, Payment terms, Evaluation of Bid, Bidding Forms and Contract Forms and any amendments thereof.

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1. Instruction to Bidder (ITB)

Section 1 (ITB) provides general overview and contents of RFP along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of 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 RFP

In connection with the NIT, OREDA issues this RFP containing all the terms and conditions mentioned herein. The RFP along with the NIT and any Addendum, Corrigendum, and Clarification, to be issued from time to time, shall be collectively termed as the Bidding Document. Such a Bidding Document shall be published on the E-procurement Website. In addition, such a Bidding Document shall also be uploaded on OREDA Website, but for viewing purposes only.

The name of the SOW including the associated NIT and RFP 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.

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.

1.1.2.6. **Contact details of concerned official**

1. Asima Arunima ,Assistant Director (Technical)
Email- asima.oreda@gmail.com
Phone – 7008944462
- 2.Soumyaranjan Panda , Joint Director(Technical)

1.2. Contents of the RFP

1.2.1. Sections of the RFP

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

- a) Exhibits
 - i. Definitions
 - ii. Interpretations
- b) Section 1 – Instructions to Bidders (ITB)
- c) Section 2 – Bid Data Sheet (BDS)
- d) Section 3 –Scope of Work (SOW)
- e) Section 4 –Qualification Requirement (QR)
- f) Section 5 – Annexure

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

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

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

1.2.2.1. A prospective Bidder requiring any clarification on the RFP shall contact OREDA's Office Address or write to OREDA's Official Email Id, prior to the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The queries shall be raised as per the format provided in Annexure.

1.2.2.2. The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's designated representative may attend the pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage.

1.2.2.3. Any modification to the RFP shall be made by OREDA exclusively through the issue of an Addendum.

1.2.2.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

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

1.2.3. Addendum, Corrigendum, and Clarification to the RFP

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 RFP or any Addendum issued previously by issuing an Addendum for such specific provisions. At any

point in time, the provisions provided against a specific Clause in the latest Addendum shall supersede such provisions already provided in the RFP or any previously issued Addendum.

1.3 Preparation of Bids

1.3.1 Cost for Preparation of Bid

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

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.

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 Empanelment Bid shall comprise of the Technical Bid. The Technical Bid shall be submitted online pursuant 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 1.3.3.1 at OREDA's Office Address

1.3.3.2 The online submission of the application shall comprise the following:

Bid Form	Particulars
Bid Form 1 (Manufacturer's Details)	<p>Copy of the "Manufacturer's Details" duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 1 of Annexure.</p>
Bid Form 2 (Quality Assurance)	<p>Copy of the "ISO certification" duly signed by the Authorized Signatory and stamped by the Bidder along with the required attachments as given therein.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 2 of Annexure.</p>
Bid Form 3 (Test Certificates)	<p>Copy of the "Test certificates" duly signed by the Authorized Signatory and stamped by the Bidder for the Equipment as issued in the name of the bidder from any valid MNRE accredited test labs as given in as mentioned in QR Clause 4.2.3.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Annexure.</p>
Bid Form 4 (Work Experience)	<p>Copy of the "letter of Proof of Supply of materials." duly signed by the Authorized Signatory and stamped by the Bidder as mentioned in QR Clause 4.2.3.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 4 of Annexure.</p>
Bid Form 5 (Financial Qualification)	<p>Copy of the "Financial Qualification" certificate duly signed and stamped by a chartered accountant citing the Bidder's financial qualification as given in QR Clause 4.3</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 5 of Annexure.</p>

Bid Form	Particulars
	Copy of the last three (3) assessment year's "Income Tax Return" filing document
Bid Form 6 (Power of Attorney)	<p>Copy of the "Power of Attorney" issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 6 of Annexure.</p>
Bid Form 7 (Self-Certificate-I)	<p>Copy of the declaration of the "Self-certificate" duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Annexure.</p>
Bid Form 8 (Self-certificate-II)	<p>Copy of the declaration of the "Self-certificate" duly signed by the Authorized Signatory and stamped by the Bidder and notarized by the appropriate authority to declare that it neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder during last 05 (five) years.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 8 of Annexure.</p>
Bid Form 9 (Warranty Certificate)	<p>Copy of the declaration of the "Warranty certificate" duly signed by the Authorized Signatory and stamped by the Bidder The manufacturers shall submit an undertaking on a non-judicial stamp paper of Rs.200/- for providing service support during the entire warrantee period of 5 years from the date of installation by any system integrator awarded by OREDA for any OREDA project.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 9 of Annexure.</p>
Bid Form 10 (Undertaking for Indigenousness)	<p>Copy of the "Undertaking for Indigenousness" certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of domestic contents of the Equipment applied under the category.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 10 of Annexure.</p>
Bid Form 11 (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 11 of Annexure.</p>
Bid Form 12 (PAN)	<p>Copy of the PAN card of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 12 of Annexure.</p>
Bid Form 13 (GST Certificate)	<p>Copy of the "GST Certificate" of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 13 of Annexure.</p>

Bid Form	Particulars
Bid Form 14 (No deviation)	Copy of the “ No Deviation Certificate ” duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 14 of Annexure.

1.3.3.1 The original hardcopy of the Bid shall be submitted in sealed cover envelope comprise the following:

Bid Form	Particulars
Application Fee / Cost of Bid	Original of the “ Demand Draft ” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Application Fee / Cost of Bid ” issued in favour of Chief Executive Officer, OREDA Limited payable at Bhubaneswar, Odisha. This shall be a non-refundable fee. This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS).

1.3.3.4 For online submission of the Technical Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column “Bid Form” given in in the RFP. **For example, the name of the online copy while uploading Form 1 shall be “NIT No BID FORM 1”** to be submitted either in .pdf or .jpg or .jpeg format.

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

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

1.3.4 Format and Signing of Bid

1.3.4.1 The Bid Form as given in the RFP or any electronic form, if any and as available on the E-procurement Website, or any external form in Microsoft .xls or .xlsx format for the Technical Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB, unless a specific instruction provided therein in the RFP Document.

1.3.4.2 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.

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

1.3.4.4 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 Deadline for submission of Bids

1.4.1.1 The Bids must be submitted to OREDA through E-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum.

1.4.1.2 OREDA may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in accordance with ITB, 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.

1.4.2 Late Bids

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

1.4.3 Withdrawal, Substitution, and Modification of Bids

1.4.3.1 A Bidder may withdraw, substitute, or modify its Technical Bid after it has been submitted as per the procedure mentioned in the E-procurement Website and as per the instructions mentioned in ITB.

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

1.4.3.3 Bidder may modify or withdraw their Bids through the relevant provisions on the E-procurement Website until the last date for submission of Bid as per the timelines mentioned in the NIT or any Corrigendum.

1.4.3.4 The Bidders may modify, resubmit, or withdraw their Bids as per the provisions given on the E-procurement Website.

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

1.4.4 Acceptance/ rejection of the Bids

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 in e-tender portal.
- b) Any incomplete or non-submission of any mandatory Bid Form or document as hardcopy submission.
- c) Late Bids received.
- d) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
- e) The Bids are found non-responsive pursuant to all the relevant clauses in the Bidding Document.

1.4.5 Bid Opening

a) Online Technical Bid:

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

b) Hardcopies of Technical Bid:

i. OREDA shall open the hard copies of the Technical Bids at OREDA's Office Address as per the timelines mentioned in the NIT or any Corrigendum. Such a Technical Bid shall be opened in the presence of Bidders' designated representatives who choose to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.

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

c) OREDA shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.

1.5. Evaluation and Comparison of Bids

1.5.1 Confidentiality

- 1.5.1.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation for the issue of Empanelment Order, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the issuance of Empanelment 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 Empanelment Order may result in the rejection of its Bid.
- 1.5.1.3 Notwithstanding the above ITB Clause, from the time of Bid opening to the time of issuance of Empanelment Order, if any Bidder wishes to contact OREDA on any matter related to the bidding process, it may do so in writing only.

1.5.2 Clarification of Bids

- 1.5.2.1 To assist in the examination, evaluation, and comparison of the Technical Bid, OREDA may, at its discretion, ask any Bidder for a clarification of its Bid. OREDA's request for clarification and the response shall be in writing only. No change in the substance of the Technical Bid 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 Examination of Technical Bids

- 1.5.3.1 OREDA shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause **Error! Reference source not found.** for online submission and for hardcopy submission have been provided in order to assess the completeness of the Technical Bid.
- 1.5.3.2 OREDA shall confirm that all the requirements have been provided in the Technical Bid in all respects. If any of the documents or information is missing, the Bid shall be liable for rejection.

1.5.4 Responsiveness of Technical Bid

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

1.5.5 Evaluation of Bids

- 1.5.5.1 The evaluation of the Bid shall be carried out based on documents to be submitted by bidder.
- 1.5.5.2 The evaluation of the Techno-commercial Proposals shall be done on the basis of qualifying requirement as set out in the eligibility criteria.
- 1.5.5.3 For the selection of qualified and competent consultant for the define scope of work, OREDA shall constitute a Selection committee. The selection committee shall assign score to the technical bid as per the evaluation criteria below:
- 1.5.5.4 After evaluating the Technical Bids, OREDA shall notify the technically qualified bidders.
- 1.5.8 OREDA's right to accept any Bid, and to reject any or all Bids

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 Empanelment Order, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hard copies in the original form shall be returned unopened to the Bidder.

1.6 Empanelment

1.6.1 Empanelment Criteria

- 1.6.1.1 OREDA will issue the empanelment letter to the Bidder who meets all the criteria of the evaluated Bid and is substantially responsive to the Bidding Document, provided that the Bidder continues to demonstrate the capability to perform the Contract satisfactorily.

1.6.1.2 A Bid shall be rejected if the qualification criteria and Evaluation Criteria mentioned in the RFP are no longer met by the Bidder.

1.6.2 OREDA's Right to change the deliverables defined under scope of Work

During the execution of contract, OREDA reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables defined under the Scope of Work. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.

1.6.3 Notification of Award

1.6.3.1 Prior to the expiration of the period of bid validity, OREDA shall issue Letter of Empanelment (LOE) to the successful Bidder, in writing, that its Bid has been accepted.

1.6.3.2 Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.

1.6.3.3 Within 07 days of LOE, the Firm shall sign, date, and return the LOE copy to OREDA as acknowledgment.

2. Bid Data Sheet (BDS)

2.1. Specific provisions of ITB

Clause No.	Detailed Clause
2.1.1	Purpose: Request for Proposal for Engagement of Original Equipment Manufacturer (OEM) Empanelment of solar water pump.
2.1.2	The pre-bid meeting shall be conducted through an online pre-bid meeting/physical mode in the conference hall of OREDA, Bhubaneswar
2.1.3	RFP validity period: One hundred and eighty days (180) Days from the last date of Bid submission.
2.1.4	Procedure for submission of Bid: The RFP response shall be submitted to e-tender portal and in hard copy either through post or by hand.
2.1.5	Address of the owner: OREDA Limited (OREDA) Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha. Phone: (0674) 2588260, 2586398, 2580554, Fax: 2586368 Email: ceoreda@oredaorissa.com Website: http://oredaodisha.com
2.1.6	Security Deposit: After provisional Selection of the Manufacture/ Contractors, Applicants needs to deposit Security Money for a period of five yeras or renewal whichever is earlier as follows: Performance Bank Guarantee of Rs. 10,00,000(Ten Lakhs) Note: The amount is refundable after 5 years.
2.1.7	Cost of Bid / Application fee: Rs.10,000.00 (Rupees Ten Thousand only) Plus GST @18% (total of Rs. 11800.00) to be submitted in shape of Demand Draft issued in favour of "Chief Executive Officer, OREDA Limited Limited", payable at Bhubaneswar. Note: Bidders are required to submit the DD or Money Receipt along with the Techno-Commercial Bid.
2.1.8	Registration fee: Rs.1,00,000.00 (Rupees one lakh only) Plus GST @18% (total of Rs. 18000.00) to be submitted in shape of Demand Draft issued in favour of "Chief Executive, OREDA Limited", payable at Bhubaneswar. Note: Bidders are required to submit the DD or Money Receipt along with the Techno-Commercial Bid. The registration fee is non-refundable.
2.1.9	Bid processing fee: Rs.1000.00 (Rupees One thousand only) Plus GST @18% (total of Rs. 1180.00) to be submitted (credit card, debit card, net banking, etc.) available on the E-procurement Website towards " Bid Processing Fee ". The Bid Processing Fee shall be made in favour of "KSEDC Limited Note: This shall be a non-refundable fee and is a mandatory submission.
2.1.10	Period of Contract: Twenty four (24) months from the issue of LOE which may be further extended, if deemed necessary.
2.1.11	Allocation of Empanelment: <ul style="list-style-type: none"> • LOE would be issued to the firms who qualifies the evaluation criteria mention in RFP. • All firms participating in future OREDA tenders, for a period of Two years from the date of the Letter of Empanelment (LOE), will be required to supply the listed components exclusively from the Original Equipment Manufacturer (OEM).

2.1.12	Timeline LOE would be valid for a period of Two years.
2.1.13	Termination of association with OREDA Termination of Agreement by OREDA due to non-performance during the execution of Project <ul style="list-style-type: none"> • Performance is below the expected level • Non-adherence to the agreement. • Quality of materials supplied is not satisfactory
2.1.14	Resolution of Disputes If any dispute arises between parties, then the matter shall be referred to the administrative Secretary to the Government of Odisha in the OREDA, where the decision shall be final and binding on both parties.
2.1.15	Legal Jurisdiction All legal disputes between the parties shall be subject to the jurisdiction of Odisha High Court, Cuttack only.
2.1.16	Intellectual Property Rights No services covered under the RFP shall be sold or disposed of by the Consultant in violation of any right whatsoever of the third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the OREDA from all actions, costs, claims, demands, expenses, and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expense of the Consultant, OREDA shall be defended in the defense of any proceedings which may be brought in that connection.
2.1.17	Confidential Information The Consultant and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this contract has been made. The obligation of a party under this clause, however, shall not apply to information that: (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; or (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
2.1.18	Subcontracting: The firm shall not be permitted to sub-contract any part of its obligations under the Contract with OREDA.
2.1.19	Suspension OREDA may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the assignment as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding Seven (7) days after receipt by the Consultants of such notice of suspension and shall invoke contract performance guarantee.
2.1.20	Termination Termination of Contract for Failure to Become Effective; If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. Termination for Default: i. OREDA may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Consultant terminate the Contract in whole or in part: ii. if the Consultant fails to provide acceptable quality of Services as per Scope of Services,

	<p>iii. if the Consultant commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as OREDA in its absolute discretion decide) provided in a notice on this behalf from OREDA.</p> <p>iv. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.</p> <ul style="list-style-type: none"> In the event OREDA terminates the Contract in whole or in part, OREDA may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Consultant shall be liable to OREDA for any additional costs for such similar Services. However, the Consultant shall continue performance of the Contract to the extent not terminated.
2.1.21	<p>Procedure for submission of Bid</p> <ul style="list-style-type: none"> For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only. The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink "Register Me" to fill in the online registration form. The unregistered Bidders are required to pay a registration fee in favour of M/s. KSEDC Limited (Karnataka State Electronics Development Corporation Limited) payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein. As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided. After viewing the RFP on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by-step instructions are given below: <ul style="list-style-type: none"> Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed. Click/ Double Click to open the Microsoft Internet Explorer Go to Start > Programs > Internet Explorer. Type the E-procurement Website address "www.tenderwizard.com/OREDA" in the address bar of Internet Explorer to access the Login Screen. Enter user id and password, click on "Go". Click on "Click here to login" to select the DSC and enter the DSC Password. Re-enter the user id and password. Click "Un Applied" to view/ apply for a new RFP. Click on the "Request" icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. Click on the "Show Form" icon. Bidding Document will appear on the screen. Click "Click here to download" to download the Bidding Document. The Bidder shall submit the Bid as per the terms of the Bidding Document. The Bidder shall submit the Bid as per the terms of the Bidding Document. All the softcopies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or.jpg or .jpeg format. Prior to submission, verify whether all the required documents as a part of Technical Bid have been attached and uploaded against the particular Bidding Document or not. The hardcopies as required to be submitted shall be submitted to OREDA's Office Address as per the timelines mentioned in NIT or any Corrigendum. Please note down or take a print of the bid control number once it is displayed on the screen. Bid opening events can be viewed online. The Bids submitted by one Bidder can be viewed by other Bidders.

3. Empanelment Process

3.1. About the Project

3.1.1. Introduction

The OREDA Limited was constituted as a State Nodal agency in the 1984 under aegis of Dept. of Science and Technology, Govt. of Odisha with a view to popularize the exploitation and use of renewable energy resources in the State. Over last 39 years OREDA is being pioneer in implementing renewable energy-based solutions across Odisha. With increasing mandate and requirement about reduction of carbon footprint OREDA is assisting other state departments in planning and implementing the decarbonisation strategies.

Ministry of New and Renewable Energy, Govt. of India has given a target to all States for solarization of all government buildings by December 2025. The government of Odisha has authorized OREDA Limited (OREDA), now under aegis of Energy Department to implement the scheme in the State.

3.1.2. General Instruction on Empanelment process

- The Empanelment is valid as per the validity of the corresponding certifications (IEC/IS etc.) provided the OEMs renew their Empanelment status by paying the annual fee of Empanelment Status.
- All the IEC certifications listed are mandatory.
- During the selection of OEMs, OREDA may ask for any clarifications, if any, with a tentative deadline.
- Qualified OEMs will be empanelled and notified by OREDA and will be published.
- The Manufacturer shall submit the IEC certificates along with test reports for each product and corresponding Data Sheets. The product should be tested from the MNRE approved test centers / NABL/ BIS/ IEC accredited testing-calibration laboratories.
- The manufacturers shall have a minimum four number of service assistance unit / service partner in Odisha State. The manufacturers should provide the details of service assistance unit / service partner with address, name of the contact person, mobile no. and email ID etc. (Bid Form 1). If the manufacturer does not have a service assistance unit / service partner in OREDA, the firm should give an undertaking stating that the firm will set up a service assistance unit or arrange a service partner in OREDA, once empanelled.
- The manufacturers shall furnish the minimum warrantee certificate (OEM warrantee) of minimum 5 years for all the products offered for empanelment.
- Once empanelled, OREDA will conduct factory/warehouse visits to witness the manufacturing process and tests. All associated costs will be borne solely by the empanelled vendors.
- Qualified OEMs would be allowed to supply equipment for the projects undertaken by OREDA for the whole year from LOE.
- OREDA reserves the right to delist such of the manufacturers from the empanelment list in case the performance and service of solar water pump is not satisfactory within the guaranteed period.

4. Qualification Requirement (QR)

4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1	The bidder must be a single bidding company registered in India under the Companies Act'1956/2013. Consortiums of Companies or individuals in any form are not allowed in this bidding.	The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.
4.1.2	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.
4.1.3	The Bidder should have valid Goods and Service Tax Identification Number (GSTIN)	Self-attested copy GSTIN Registration Certificate.
4.1.4	The Bidder should have valid PAN Number	Self-attested copy of PAN Card
4.1.5	The Bidder shall provide duly notarized Power of Attorney (PoA) in original of the signatory of the Bid to commit the Bidder.	Duly notarized Power of Attorney in original on Non-Judicial Stamp Paper of Appropriate Value.
4.1.6	The bidder should have, during the last Five (5) years (from the date of publishing of RFP)., neither failed to perform on any agreement (as evidenced by imposition of penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the bidder) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder.	The bidder should provide an undertaking (self-certificate) that the bidder neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder.

4.2. Technical Qualification Requirement

Clause no.	Bidder's Technical Qualification	Support document
4.2.1	The Bidder must have experience in work of similar nature Solar water pump: supply of 6,000 pumps (1,2,3,5,7.5 HP) all over India in last 3 Financial Years. (2021-22, 2022-23 & 2023-24)	The Bidder shall submit the letter of Proof of Supply of materials. The bidder should submit PO copy/ Delivery challan with self-certified.
4.2.2	The Bidder must have established high quality, environment management system, and information security standards in place and must have ISO 9001 and ISO 14001 certifications for solar water pump.	The Bidder shall submit a copy of the ISO certificate for ISO 9001 and ISO 14001 certificate. The Bidder must submit Bid Form 2

4.2.3	The Bidder must be in possession of the valid test certificates of SPV Controller, motor pump set and remote monitoring system (RMS) for each category of pumps that the bidders wants to be empanelled under , from MNRE/ BIS/ NABL authorized test laboratories only, not older than 3 months from publication of tender. Such test certificates must have the IEC and IP standards from any valid MNRE accredited test labs.	The Bidder must submit the test reports and data sheets from MNRE approved labs. The Bidder must submit Bid Form 3
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4.3. Financial Qualification Requirement

Clause no.	Description	Support document
4.3.1	Solar water pump: The Bidder should have an average minimum annual turnover of INR 15 crore during the last (3) three financial years (i.e., FY 2021-22, FY 2022-23 & FY 2023-24) from supply of equipment in India under the category applied in Bid form 1.	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant.</p> <p>It is important to note that the annual turnover for each financial year shall be the income/ earning/ revenue from supply of equipment in India under the category only; and other income (if any) shall not be considered for evaluation.</p>

5. Annexure

5.1. Bid Form 1 (Manufacturer's Details)

(To be submitted on the Letter Head of bidder)

Date: _____

Place: _____

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

Sub.: Request for Proposal for Engagement of Original Equipment Manufacturer (OEM) Empanelment of Solar water pump.

Ref.: RFP No. _____, dated _____ (the "RFP")

Dear [Sir/ Madam],

Having examined the Bidding Document carefully, We, the undersigned, offer to submit herewith the Manufacturer's details as per the subject line and RFP no. mentioned above.

Name Of the Company/

Firm/LLP/SOCIETY/PROPRIETORSHIP

Full Address office, works, factory

Company's Registration No.

GST No.

PAN No. of the company/manufacturer

Email Id:

Aadhar Number of the authorized representative.

Contact No. of the authorized representative

Category of Manufacturer

Components Name

Motor pump set:

Controller:

Remote Monitoring System (RMS):

Tick Mark (✓)

- All three components mandatory

Details of Manufacturing facility:

Details of the warehouse in Odisha

Number of service assistance units /
Service Partners in Odisha, if any

Name of the contact person of Service
Assistance Unit / Service Partner
Address

Mobile No.
Email ID

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

We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted a response other than this response directly or indirectly in response to the aforesaid RFP.

1. We give our unconditional acceptance to the RFP, issued by OREDA, as amended. In token of our acceptance to the RFP, the same have been signed & stamped by us and enclosed to the response. We hereby confirm that the provisions of the RFP shall be binding on us.
2. We have submitted our response strictly as per the provisions and formats of the RFP, without any deviations, conditions and without mentioning any assumptions or notes.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by OREDA in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of RFP process. We confirm that there are no litigations or disputes against us, which materially affect our ability to participate or function under the obligations with regard to RFP.
4. Details of the contact person are furnished as below:

Name:

Designation:

Address:

Contact numbers:

Email id:

5. We are enclosing herewith the entire response containing duly signed formats in electronic format sent as per the RFP for consideration.
6. It is confirmed that our response is consistent with all the requirements of submission as stated in the RFP and subsequent communications from OREDA, if any.
7. The information submitted in our response is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response.
8. We confirm that we shall establish a regional office at Bhubaneswar, Odisha.
9. We confirm that all the terms and conditions of our response are valid for acceptance for a period of one hundred and eighty (180) days from the response Deadline.
10. We confirm that we have not taken any deviation so as to be deemed "non-Responsive" as stipulated in this RFP.
11. We understand that you are not bound to accept any response you receive.

We remain,

Yours sincerely

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.2 Bid Form 2 (Quality Assurance)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer,

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, hereby, submit our ISO certificate for ISO 9001 and ISO 14001 certificate, as per QR Clause 4.2.2. As per Technical Qualification Requirement, our experiences are as follows:

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.3 Bid Form 3 (Test Certificates)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, hereby, submit Test Certificates for the Equipment from the valid MNRE/ NABL/ BIS authorized Test Labs, pursuant to the requirements as mentioned in QR Clause 4.2.3.

Quality Certification, Standards and Testing for Equipment	
Motor pump set	
IS 8034:2018	Submersible pump sets - specification (third version)
IS 9079:2018	Monoset pumps for clear, cold water for agricultural and water supply purposes - specification (third revision)
IS 9283:2013	Insulation resistance tests, high voltage tests, leakage current test and Motors for submersible pump sets.
Controller with RMS	
IS 16221	Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 or better for outdoor mounting, IP 54 or better for indoor mounting)
IS 694 or IS 9968	Cables quality

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.4 Bid Form 4 (Work Experience)

Technical Qualification

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

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (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 4.2.1 of Section 4 (QR) and we have the experience of supply of equipment for a cumulative capacity as mentioned under the Technical qualification for which it is submitting its Bid, in the last three (3) years from the last date of online submission of the Technical Bid in India as the EPC contractor.

Technical Qualification	Number of Units Supplied	FY 21-22	FY 22-23	FY 23-24
Supply of solar water pumps	No's	[insert]	[insert]	[insert]

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.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.5 Bid Form 5 (Financial Qualification)

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

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders bidder's average annual turnover are as follow:

Average annual turnover,

Particulars	Unit	FY 21-22	FY 22-23	FY 23-24
Annual turnover from the income/ earning/ revenue from supply of equipment in India under the category Solar Pumps only	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from the income/ earning/ revenue from supply of equipment in India under the category Solar Pumps only	Lakh INR	[insert]		

other income is not considered

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

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

Place: [sign here]

[insert place] Signature

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

Designation: [insert designation]

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

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

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]

* Attach the Copy of the last three (3) assessment year's "Income Tax Return" along with the above bid form *

5.6 Bid Form 6 (Power of Attorney)

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of Appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE M/s _____ A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF (NAME OF COUNTRY) HAVING ITS REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS AT _____ REPRESENTED BY (NAME OF PERSONS) (THE "EXECUTANT") DO HEREBY NOMINATE, CONSTITUTE, AUTHORIZE AND APPOINT MR. [_____] Name of Attorney], SON OF [_____] , RESIDENT OF [_____] AND PRESENTLY EMPLOYED WITH [Employer Name], A COMPANY/CORPORATION ORGANISED AND _____ EXISTING UNDER THE LAWS OF (NAME OF THE COUNTRY) AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS AT [] AS OUR TRUE AND LAWFUL ATTORNEY ('THE ATTORNEY') TO DO IN OUR NAME AND ON OUR BEHALF ALL OR ANY OF THE FOLLOWING ACTS, DEEDS AND THINGS IN CONNECTION WITH OR IN RESPECT OF OR RELATING TO THE NOTICE INVITING TENDER NO. [] DATED [] (THE "NIT") ISSUED BY ORED, A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF INDIA AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS (UNDER THE COMPANIES ACT) (AT ORED, MANCHESWAR, BHUBANESHWAR - 751010, ODISHA, INDIA) (THE "EMPLOYER") FOR THE EXECUTION OF THE SERVICES DESCRIBED IN THE NOTICE INVITING TENDER (NIT) (THE "SERVICES") THAT IS TO SAY:

TO PREPARE, OFFER, SIGN, SUBMIT AND DELIVER TO THE EMPLOYER THE EXECUTANT'S BID FOR THE SERVICES PURSUANT TO THE NIT (THE "BID") INCLUDING TO MAKE, SIGN, SUBMIT, DELIVER, EXECUTE, AND ACCEPT ALL DOCUMENTS, INCLUDING APPLICATIONS AND OTHER WRITINGS NECESSARY FOR OR INCIDENTAL TO THE SIGNING, SUBMISSION AND DELIVERY OF THE BID TO THE EMPLOYER; TO NEGOTIATE, ENTER INTO, SIGN AND EXECUTE, ACCEPT AND DELIVER ALL CONTRACTS UNDERTAKINGS, ACCEPTANCES AND OTHER WRITINGS CONSEQUENT UPON ACCEPTANCE OF THE EXECUTANT'S BID; PARTICIPATE IN BIDDERS' AND OTHER CONFERENCES AND

PROVIDE ALL INFORMATION REQUIRED BY THE EMPLOYER AND TO FURNISH/SEEK CLARIFICATIONS ARISING OUT OF OR RELATING TO THE NIT AND, UPON AWARD OF THE CONTRACT CONSEQUENT TO THE ACCEPTANCE OF THE EXECUTANT'S BID BY THE EMPLOYER;

TO REPRESENT AND ACT ON BEHALF OF THE EXECUTANT IN RESPECT OF ALL MATTERS BEFORE THE EMPLOYER RELATING TO THE EXECUTANT TO BID AND UPON THE ACCEPTANCE OF THE EXECUTANT'S BID BY THE EMPLOYER INCLUDING THE RESULTANT CONTRACT ON SUCH THE ACCEPTANCE OF THE EXECUTANT'S BID (THE "CONTRACT") IN RESPECT OF ALL MATTERS RELATING TO OR ARISING OUT OF OR CONCERNING THE CONTRACT AND TO GENERALLY DEAL WITH THE EMPLOYER ON BEHALF OF THE EXECUTANT IN ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO OR ARISING OUT OF THE EXECUTANT'S BID. THE NIT AND THE CONTRACT IN THE EVENT OF ACCEPTANCE OF THE EXECUTANT'S BID BY THE EMPLOYER.

AND GENERALLY TO DO ANY AND ALL OTHER AND FURTHER ACTS, DEEDS AND THINGS WHICH ARE NECESSARY FOR OR INCIDENTAL TO OR DEEMED APPROPRIATE FOR MORE EFFECTUAL EXERCISE OF THE POWERS HEREBY CONFERRED.

AND WE, THE EXECUTANT ABOVE NAMED DO HEREBY AGREE AND UNDERTAKE TO RATIFY AND CONFIRM AND DO HEREBY RATIFY AND CONFIRM ALL ACTS, DEEDS AND THINGS LAWFULLY DONE OR CAUSED TO BE DONE BY OUR SAID ATTORNEY PURSUANT TO AND IN EXERCISE OF THE POWERS HEREBY CONFERRED AND ALL ACTS, DEEDS AND THINGS DONE OR CAUSED TO BE DONE BY OUR SAID ATTORNEY PURSUANT HERETO SHALL ALWAYS BE DEEMED TO BE THE ACTS, DEEDS AND THINGS DONE BY THE COMPANY ITSELF.

IN WITNESS WHEREOF, THIS POWER OF ATTORNEY ON THIS [DATE] DAY OF [MONTH], [YEAR] HAS BEEN EXECUTED UNDER THE COMMON SEAL OF THE COMPANY, AT (NAME OF PLACE).

For [Name of the Executant]

By

(Name of Officer)

Title

WITNESSES

1.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, shall be duly apostilled as per Hague Convention 1961 or duly stamped in accordance with Indian Stamp Act, 1899 within three months from the date of receipt of POA in India.

*Strike out the form if not applicable for the bidder.

Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

NIT no.: [insert NIT no.]

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

Resolved that we, [insert name of the Bidder], do agree to participate in the NIT invited by OREDA vide NIT no. [insert NIT no.] dated [DD MMM YYYY] for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for Engagement of Original Equipment Manufacturer Empanelment of solar water pump at OREDA.

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

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

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

Chairman/ Director/ Company Secretary

(Signatory of the Board Resolution)

Name of the Authorized Signatory

Specimen signature of Authorized Signatory

5.7 Bid Form 7 (Self-certificate- I)

Self-certificate

(To be submitted on Firm's Letterhead)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, the undersigned, 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 EOI that:

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.8 Bid Form 8 (Self-certificate- II)

Self-certificate

(To be submitted on Firm's Letterhead)

I, _____, M/s _____ hereby certify that I/ we have neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder during last 05 (five) years.

If the information submitted above is found to be erroneous in future, the contract, if given to the firm shall be rejected without assigning any reasons thereof.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.9 Bid Form 9 (Warranty Certificate)

(To be submitted on Firm's Letterhead)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

The Warranty in respect of the Equipment shall be as follows:

Product Warranty for a period of five (5) years from the date of Commissioning of the Project.

We, [insert the Bidder name], hereby certify and confirm to provide service support during the entire warrantee period of 5 years from the date of installation for equipment supplied to any system integrator awarded by OREDA for any OREDA project.

The above criteria is for the period after the award of LOE.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.10 Bid Form 10 (Undertaking for Indigenousness)

(To be submitted on Firm's Letterhead)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

We, [insert the Bidder name], hereby certify and confirm that all the Equipment applied under the category shall be indigenous and not fully imported, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India.

The relevant certificates are enclosed herewith.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.11 Bid Form 11 (Registration details)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

ceoreda@oredaorissa.com

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.12 Bid Form 12 (PAN)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Email: ceoreda@oredaorissa.com

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

The PAN is [insert PAN].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.13 Bid Form 13(GST certificate)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.14 Bid Form 14(No Deviation certificate)

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (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 RFP, Addendums, Corrigendum, etc. issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions.

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

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

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

Place: [insert place] [sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.15 SECURITY DEPOSIT

(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

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

Email: ceoreda@oredaorissa.com

WHEREAS M/s. [insert name of the Successful Bidder] having its registered office at [insert address] (hereinafter called "the Successful Bidder") has been selected as the Successful Bidder for the selection as an Original Equipment Manufacturer Empanelment of solar water pump at OREDA with reference to NIT no. [insert NIT no.] dated [DD MMM YYYY] and Letter of Empanelment no. [insert LOE 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 Security Deposit 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. 924020075365443 and IFSC code UTIB00000024.

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, 12 months from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 03 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 a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

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

5.15 Pre-bid Form

Pre-bid queries

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive Officer

OREDA Limited (OREDA)

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

Sub: Request for Proposal for Engagement of Original Equipment Manufacturer (OEM) Empanelment of solar water pump.

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]