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1. Instruction to Bidders (ITB)

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

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

1.1.2. Integrity Violation

- 1.1.2.1. The Bidder observes the highest standard of ethics all the time.
- 1.1.2.2. OREDA 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 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 – General Conditions of Contract (GCC)
 - g) Section 6 – Special Conditions of Contract (SCC)
 - h) Section 7 – Annexure
- 1.2.1.2. OREDA is not responsible for the completeness of the Bidding Document if they were not obtained directly from E-procurement Website.
- 1.2.1.3. The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

1.2.2. Clarification on RFP and Pre-Bid Meeting

- 1.2.2.1. A prospective Bidder requiring any clarification on the RFP shall contact at OREDA's Office Address or write to OREDA's Official Email Id, prior to the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The queries shall be raised as per the format provided in Annexure Clause 7.4. The soft copy of the query in .xls format to be submitted in the OREDA's Official Email Id along with the copy of filled format as per Annexure Clause 7.4.

- 1.2.2.2. The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's designated representative may attend the pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. OREDA may respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.
- 1.2.2.3. The Clarification against the queries raised, without identifying the source of the prospective Bidder, may be uploaded on the E-procurement Website and OREDA Website. Any modification to the 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.

1.2.3. 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

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

1.3.2. Language of Bid

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

1.3.3. Documents comprising the Bid

- 1.3.3.1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4 respectively, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copies of the Technical Bid shall be submitted pursuant to ITB Clause 1.3.3.3 at OREDA's Office Address.
- 1.3.3.2. The online submission of the Technical Bid shall comprise the following:

Bid Form	Particulars
Bid Form 1 (Bid Processing Fee)	Copy of the “ e-payment ” for an amount and other details as mentioned in Section 2 (BDS) already made by the Bidder as per the various e-

Bid Form	Particulars
	<p>payment options (credit card, debit card, net banking, etc.) available on the E-procurement Website towards "Bid Processing Fee".</p> <p>This shall be a non-refundable fee.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).</p>
<p>Bid Form 2 (Cost of Bid)</p>	<p>Copy of the "Demand Draft" for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards "Cost of Bid" issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).</p>
<p>Bid Form 3 (Bid Security)</p>	<p>Copy of the "Demand Draft" or "Fixed Deposit Receipt" or "Bank Guarantee" for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards "Bid Security".</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive, OREDA 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, OREDA payable at Bhubaneswar, Odisha on demand" on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).</p>

Bid Form	Particulars
Bid Form 4 (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 and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).</p>
Bid Form 5 (Covering Letter of Technical Bid)	<p>Copy of the “Covering Letter of Technical Bid” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document along with an undertaking of select clauses of the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).</p>
Bid Form 6 (Technical Qualification)	<p>Copy of the “Technical Qualification” certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder’s technical qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).</p>
Bid Form 7 (Financial Qualification)	<p>Copy of the “Financial Qualification” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification pursuant to the requirements mentioned under Section 4 (QR).</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).</p>
Bid Form 8 (Test Certificates)	<p>Copy of the declaration of the “Test Certificates” for the Equipment as issued in the name of the OEM from any valid MNRE/ BIS/ NABL accredited test labs as given in as mentioned in QR Clause 4.2.1 and shall be in line with Appendix Form 8 of Appendix Clause 7.5.7.</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 (Self-certificate)	<p>Copy of the declaration of the “Self-certificate” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein.</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 (Undertaking for Indigenusness)	<p>Copy of the “Undertaking for Indigenusness” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of indigenous solar modules and solar cell to be supplied during the performance of the Empanelment Order.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 7 (Annexure).</p>
Bid Form 11 (No Deviation Certificate)	<p>Copy of the “No Deviation Certificate” duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 11 of Section 7 (Annexure).</p>

Bid Form	Particulars
Bid Form 12 (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 12 of Section 7 (Annexure).</p>
Bid Form 13 (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 13 of Section 7 (Annexure).</p>
Bid Form 14 (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 14 of Section 7 (Annexure).</p>
Bid Form 15 (Income Tax Return)	<p>Copy of the last three (3) assessment year's "Income Tax Return" filing document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 7 (Annexure).</p>
Bid Form 16 (Quality Assurance)	<p>Copy of the declaration of "Quality Assurance" of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 16 of Section 7 (Annexure).</p>
Bid Form 17 (Summary of the Bidder)	<p>Copy of the "Summary of the Technical Bid" 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 17 of Section 7 (Annexure).</p>

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

Bid Form	Particulars
Bid Form 2 (Cost of Bid)	<p>Original of the "Demand Draft" for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards "Cost of Bid" issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).</p>
Bid Form 3 (Bid Security)	<p>Original of the "Demand Draft" or the "Bank Guarantee" for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards "Bid Security".</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the</p>

Bid Form	Particulars
	<p>copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).</p>
Bid Form 4 (Power of Attorney)	<p>Original 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 and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).</p>

1.3.3.4. The Price Bid shall comprise the following:

Bid Form	Particulars
Bid Form 18 (Covering Letter of Price Bid)	<p>Copy of the “Covering Letter of Price Bid” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 18 of Section 7 (Annexure).</p>
Bid Form 19 (Price Bid – Category A Bidder)	<p>Copy of the “Price Bid” shall be submitted in Microsoft xls. or .xlsx format only as per the requirements given in Bid Form 19 of Section 7 (Annexure).</p>
Bid Form 20 (Price Bid – Category B Bidder)	<p>Copy of the “Price Bid” duly signed by the Authorized Signatory and stamped by the Bidder declaring the acceptance to the lowest evaluated price at overall level (L1) as discovered during the bidding process.</p> <p>This is a mandatory submission and shall be submitted in Microsoft xls. or .xlsx format only as per the requirements given in Bid Form 20 of Section 7 (Annexure).</p>

1.3.3.5. For online submission of the Technical Bid and Price Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column “Bid Form” given in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4. **For example, the name of the online copy while uploading Form 1 shall be “Bid Form 1 (Bid Processing Fee)”** to be submitted either in .pdf or .jpg or .jpeg format.

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

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

1.3.4. Bid Prices

1.3.4.1. The Bidder shall fill in the Price Bid in line with the instructions mentioned in the Price Bid format as given under Bid Form 19 and Bid Form 20.

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

1.3.5. Currencies of Bid and Payment

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

1.3.6. Period of Validity of Bids

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

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

1.3.7. Bid Security

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

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

1.3.7.3. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of unsuccessful Bidders shall be returned within a maximum time period of thirty (30) Days from the announcement of Successful Bidder(s) as per BDS Clause 2.1.7.

1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Successful Bidder shall be returned within a maximum time period of thirty (30) Days upon the Successful Bidder submitting the required documents pursuant to ITB Clause 1.6.1.3

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

1.3.7.6. The Bid Security shall be forfeited,

- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
- b) if the Successful Bidder fails to
 - i. accept the Empanelment Order;
 - ii. furnish the required documents pursuant to ITB Clause 1.6.1.3;
 - iii. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6;

1.3.8. Format and Signing of Bid

1.3.8.1. The Bid Form as given in ITB Clause 1.3.3 or any electronic form, if any and as available on the E-procurement Website, or any external form in Microsoft .xls or .xlsx format for the Technical Bid and the Price Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB Clause 1.4.1.1, unless a specific instruction provided therein in the RFP 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-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum.
- 1.4.2.2. OREDA may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in accordance with ITB Clause 1.2.3.2, in which case all rights and obligations of OREDA and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.4.3. Late Bids

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

1.4.4. Withdrawal, Substitution, and Modification of Bids

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

1.4.5. Acceptance/ rejection of the Bids

- 1.4.5.1. The Bids submitted by the Bidders shall be liable for rejection in case
- a) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online or hardcopy submission of Technical Bid pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.
 - b) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause 1.3.3.4.
 - c) Late Bids received as per ITB Clause 1.4.3.

- d) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
- e) The Bids are found non-responsive pursuant to all the relevant clauses in the Bidding Document.

1.4.6. Bid Opening

1.4.6.1. Technical Bid (Online and hard copies)

- a) **Online Technical Bid:**
 - i. OREDA 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 Technical Bid shall be opened in the presence of Bidders' designated representatives who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.
 - ii. The Bidders' representatives who are present during the opening of hard copies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- c) OREDA shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.

1.4.6.2. Price Bid (online):

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

1.5. Evaluation and Comparison of Bids

1.5.1. Confidentiality

- 1.5.1.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation for the issue of 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 ITB Clause 1.5.1.2, 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 and Price Bid, OREDA may, at its discretion, ask any Bidder for a clarification of its Bid. OREDA's request for clarification and the response shall be in writing only. No change in the substance of the Technical Bid or prices in the Price Bid shall 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 1.3.3.2 for online submission and ITB Clause 1.3.3.3 for hard copy submission have been provided in order to assess the completeness of the Technical Bid.
- 1.5.3.2. OREDA shall confirm that all the requirements have been provided in the Technical Bid in all respect. If any of the documents or information is missing, the Bid shall be liable for rejection.

1.5.4. Responsiveness of Technical Bid

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

1.5.5. Qualification of the Bidder

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

1.5.6. Correction of Arithmetical Errors

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

1.5.7. Evaluation and comparison of Bids

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

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

1.5.8.1. OREDA reserves 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. Issue of Letter of Intent for empanelment

1.6.1.1. 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 and E-procurement Website.

1.6.1.2. OREDA shall issue a Letter of Intent, as per LOI Form 1 under Section 7 (Annexure), to the Successful Bidders.

1.6.1.3. Upon receiving the Letter of Intent, the Successful Bidders shall fulfill all other requirements given under the Letter of Intent and submit the below mentioned critical documents within a maximum time period of fifteen (15) Days from the date of Letter of Intent and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security 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 1.6.2
3.	Valid Test Certificates of the solar photovoltaic module, inverter along with datasheets of all other Equipment of the Project for the implementation of RTS(s), as given in the Bid Form 8.
4.	Contact information of various OEMs for the solar photovoltaic module, inverter and balance of systems of the Project for the implementation of RTS(s).
5.	
6.	Design document of the module mounting structure and pole mounting structure of the Project for the implementation of RTS(s) along with a STAD pro analysis report as a part of the mandatory submission.

1.6.2. Performance Security

1.6.2.1. Within fifteen (15) Days of the receipt of Letter of Intent from OREDA as per ITB Clause 1.6 the Successful Bidder shall furnish the Performance Security as per LOI Form 2 under Section 7 (Annexure).

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

1.6.2.3. 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 favor of Chief Executive, OREDA payable at Bhubaneswar, Odisha for an amount, expiry date and claim date as mentioned in Section 2 (BDS).

1.6.3. Issue of Empanelment Order

1.6.3.1. Failure of the Successful Bidder(s) to complete all the formalities mentioned in the Letter of Intent pursuant to ITB Clause 1.6 shall constitute sufficient grounds for the annulment of the Letter of Intent and forfeiture of the Bid Security. In all cases, the Bid of the Successful Bidder(s) as discovered through the process mentioned in BDS Clause 2.1.7 shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. In case the number of Successful Bidders accepting the Letter of Intent is not to

the satisfaction of OREDA, then OREDA shall have the right to annul the bidding process, at its own discretion.

- 1.6.3.2. Upon completion of all the formalities mentioned in the Letter of Intent within the stipulated timeline by the Successful Bidder(s), OREDA shall issue the Empanelment Order to the Successful Bidder(s) within a maximum time period of fifteen (15) Days.

1.7. Empanelment Order

1.7.1. Award of Empanelment Order

- 1.7.1.1. Empanelment of vendors under the Program shall be done separately for each of the following Packages, which constitute selected towns¹ under the four Discom service areas. A Bidder can bid for one or more of the following Packages:

Package	Service area	Town	Maximum Capacity (kWp)
Package 1	Service area of TP Central Odisha Distribution Limited (TPCODL)	Bhubaneswar, Cuttack	1,000 kWp
Package 2	Service area of Southern Electricity Supply Company of Odisha Limited (SOUTHCO)	Berhampur	1,000 kWp
Package 3	Service area of Western Electricity Supply Company of Odisha Limited (WESCO)	Rourkela	1,000 kWp
Package 4	Service area of North Eastern Electricity Supply Company of Odisha Limited (NESCO)	Balasore	1,000 kWp

- 1.7.1.2. Empanelment Order shall mention the Discovered Price and the Package(s) under which the vendor is successful. The Discovered Price shall remain valid until the expiry of the Empanelment Period.
- 1.7.1.3. An Empaneled Vendor shall be selected for Project implementation once a Consumer signs an agreement authorizing it for Project implementation.
- 1.7.1.4. The Consumer shall choose one of the Empaneled Vendors under any of the Packages for Project implementation through an online process. The Step-by-step online procedure for installing an RTS by the Consumer is provide in Annexure Clause 7.9.

¹ The list of towns is tentative. OREDA at its discretion, may extend the scope of implementation of Projects beyond these towns in the Discom service areas covering all the residential consumers spread across all locations within Odisha.

2. Bid Data Sheet (BDS)

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

2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause																											
2.1.1.	ITB Clause 1.1.1.3	<p>Name of the present RFP: Empanelment of vendors for implementation of Phase – II of MNRE’s Grid Connected Rooftop Solar Program in Odisha</p> <p>NIT no.: 3390 dated 02 Sep 2020</p>																											
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online meeting.																											
2.1.3.	ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3	<p>The details of the Program are given below:</p> <table border="1"> <thead> <tr> <th>Package</th> <th>Discom service area</th> <th>Estimated Project capacity (kWp)</th> <th>Bid Security (INR)</th> <th>Cost of Bid (INR)</th> <th>Bid Processing Fee (INR)</th> </tr> </thead> <tbody> <tr> <td>Package 1</td> <td>Service area of TP Central Odisha Distribution Limited (TPCODL)</td> <td>1,000</td> <td rowspan="4">1,00,000</td> <td rowspan="4">10,500</td> <td rowspan="4">1,000 + GST</td> </tr> <tr> <td>Package 2</td> <td>Service area of Southern Electricity Supply Company of Odisha Limited (SOUTHCO)</td> <td>1,000</td> </tr> <tr> <td>Package 3</td> <td>Service area of Western Electricity Supply Company of Odisha Limited (WESCO)</td> <td>1,000</td> </tr> <tr> <td>Package 4</td> <td>Service area of North Eastern Electricity Supply Company of Odisha Limited (NESCO)</td> <td>1,000</td> </tr> <tr> <td>Total</td> <td></td> <td>4,000</td> <td>1,00,000</td> <td>10,500</td> <td>1,000+ GST</td> </tr> </tbody> </table> <p>The Bid Processing Fee shall be made in favor of “KSEDC Limited” payable at “Bengaluru”.</p>	Package	Discom service area	Estimated Project capacity (kWp)	Bid Security (INR)	Cost of Bid (INR)	Bid Processing Fee (INR)	Package 1	Service area of TP Central Odisha Distribution Limited (TPCODL)	1,000	1,00,000	10,500	1,000 + GST	Package 2	Service area of Southern Electricity Supply Company of Odisha Limited (SOUTHCO)	1,000	Package 3	Service area of Western Electricity Supply Company of Odisha Limited (WESCO)	1,000	Package 4	Service area of North Eastern Electricity Supply Company of Odisha Limited (NESCO)	1,000	Total		4,000	1,00,000	10,500	1,000+ GST
Package	Discom service area	Estimated Project capacity (kWp)	Bid Security (INR)	Cost of Bid (INR)	Bid Processing Fee (INR)																								
Package 1	Service area of TP Central Odisha Distribution Limited (TPCODL)	1,000	1,00,000	10,500	1,000 + GST																								
Package 2	Service area of Southern Electricity Supply Company of Odisha Limited (SOUTHCO)	1,000																											
Package 3	Service area of Western Electricity Supply Company of Odisha Limited (WESCO)	1,000																											
Package 4	Service area of North Eastern Electricity Supply Company of Odisha Limited (NESCO)	1,000																											
Total		4,000	1,00,000	10,500	1,000+ GST																								

BDS Clause reference	ITB Clause reference	Detailed Clause
		<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"> • Expiry date: One hundred and eighty (180) Days from the original last date of submission of online Technical Bid • Claim date: Twelve (12) Months from the date of expiry
2.1.4.	ITB Clause 1.3.6.1	Bid validity period: One hundred and eighty (180) Days from the last date of Bid submission.
2.1.5.	ITB Clause 1.4.1.1	<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. KSEDCL Limited payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein. • As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided. • After viewing the RFP on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by-step instructions are given below: <ul style="list-style-type: none"> - Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed. - Click/ Double Click to open the Microsoft Internet Explorer - Go to Start > Programs > Internet Explorer. Type the E-procurement Website address “www.tenderwizard.com/OREDA” in the address bar of Internet Explorer to access the Login Screen. - Enter user id and password, click on “Go”. - Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password. - Click “Un Applied” to view/ apply for a new RFP. - Click on the “Request” icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. <ul style="list-style-type: none"> ◦ Click on the “Show Form” icon. ◦ Bidding Document will appear on the screen. ◦ Click “Click here to download” to download the Bidding Document.

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> • The Bidder shall submit the Bid either under Category A or Category B as per the terms of the Bidding Document. The Category A Bidder can apply for all the four (4) Packages and be empaneled in one or more of the Packages. The Category B Bidder can apply for one or more of the Packages; however, such Category B Bidders will be eligible to get an Empanelment Order for one (1) Package only. • All the soft copies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or .jpg or .jpeg format. • Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not. • The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids. • The hard copies as required to be submitted shall be submitted OREDA'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.
2.1.6.	ITB Clause 3	<p>The overall scope is allocated into two (2) categories of the Bidders:</p> <ul style="list-style-type: none"> • Category A: <ul style="list-style-type: none"> - Any Bidder who meets the Qualification Requirement as per Section 4 (QR) can participate under Category A. • Category B: The Bidders who are local MSME and registered under the MSME Development Act, 2006 in Odisha as per Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Electric power generation using solar energy) and meets other requirement as per QR clause 4.1 and meets Specific Qualification Requirement" as per QR Clause 4.2 but does not meet the "Technical Qualification Requirement" as per QR Clause 4.3 and "Financial Qualification Requirement" as per QR Clause 4.4. In case any such Bidder has participated under Category A, then such a Bidder cannot participate under Category B. <p>Note: A Bidder can either participate under Category A or under Category B. In case a Bidder participates for both Category A and Category B, then such Bids shall be summarily rejected owing to conflict of interest and may be blacklisted in the future from further participating in any bid with OREDA. The overall allocation of total capacity shall be made as per the allocation as under.</p>

BDS Clause reference	ITB Clause reference	Detailed Clause					
		Package	Discom service area	To be allotted demand (kWp)		Maximum no. of Empaneled Vendors	
				Category A	Category B	Category A	Category B
		Package 1	Service area of TP Central Odisha Distribution Limited (TPCODL)	800	200	4	4
		Package 2	Service area of Southern Electricity Supply Company of Odisha Limited (SOUTHCO)	800	200	4	4
		Package 3	Service area of Western Electricity Supply Company of Odisha Limited (WESCO)	800	200	4	4
		Package 4	Service area of North Eastern Electricity Supply Company of Odisha Limited (NESCO)	800	200	4	4
		Total		3,200	800	16	16
		<p>Note: OREDA reserves all the right to decide upon the total no. of vendors to empanel at the time of issuance of Letter of Intent and finalization of Empanelment Order.</p>					
2.1.7.	ITB Clause 1.6.1.1	<p>Empanelment of Successful Bidders:</p> <p>Applicability: For Category A Bidders The Bidders will have the option of bidding for one or more of the Packages. The lowest evaluated (L1) Bidders will be determined subject to the procedure as mentioned below:</p> <ul style="list-style-type: none"> - The L1 Price shall be determined across the state of Odisha among all the prices discovered, with the ceiling of the L1 Price being the MNRE Benchmark price. - Such an L1 Price will be offered to the remaining Bidders in each of the Packages, except the Bidder who has quoted L1 Price. OREDA will offer to the remaining Bidders from L2, L3, and so on in each of the Packages to match the L1 Price and the Bidder(s) quoting the L1 Price and the Bidders who match the L1 Price in a Package (subject to a maximum number of four (4) Bidders under each Package) shall be declared as the Successful Bidders. 					

BDS Clause reference	ITB Clause reference	Detailed Clause
		<ul style="list-style-type: none"> - Failure on the part of the remaining Bidders, except the Bidder who has already quoted L1 Price, to match the L1 Price in sequence shall constitute sufficient grounds for the annulment of the offer for such Bidders without forfeiture of the Bid Security. - In all cases, the Bid of the Successful Bidder(s) shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. Upon such satisfactory completion of formalities, the Successful Bidder (s) will be declared the “Empaneled Vendors”. <p>Applicability: For Category B Bidders The overall works shall be allocated as per the draw of lots for each Package subject to the procedure as mentioned below:</p> <ul style="list-style-type: none"> - The draw of lots shall be made in sequence starting from Package 1 to Package 4 only. In case a Bidder becomes the Successful Bidder after a draw of lots in one Package, then the Successful Bidder needs to accept the offer and such a Bidder cannot participate in the remaining Packages. The same process will continue for all the Packages with the above procedure in sequence until the same process is completed for the Package 4. At the end of the process, OREDA will select sixteen (16) unique Category B Bidders, four (4) for each Package. - The Category B Bidders under each Package shall need to accept the offer at the L1 Price discovered under the Category A Bidders. - Failure on the part of such Bidder in Category B to match such L1 Price shall constitute sufficient grounds for the annulment of the offer for such Bidders without forfeiture of the Bid Security and the Bidder cannot participate in the remaining Packages. - In case any of the Bidders under a Package does not accept the offer then such Projects will be awarded to the Successful Bidder under Category A pursuant to GCC Clause 5. - In that event, OREDA may go for a draw of lots from the remaining Bidders in sequence until the last Bidder accepts the L1 Price. 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. <p>Note: The L1 Price discovered will act as the benchmark price for the Program and will be applicable throughout Odisha. However, the CFA disbursement will be based on lowest of the MNRE Benchmark price, L1 Price and the actual price finalized between the Consumer and the Empaneled Vendor.</p>
2.1.8.	ITB Clause 1.6.2	<p>Performance Security:</p> <p>The Performance Security shall be submitted for an aggregate amount equivalent to ten percent (10%) of the Order value of 200 kWp, in five equal parts.</p> <p><i>Performance Security = 10% of (L1 Price x 200)</i></p> <p>The Performance Security shall be submitted for the following expiry date and claim date:</p>

BDS Clause reference	ITB Clause reference	Detailed Clause			
		BG no.	Amount	Expiry date	Claim date
		BG1	Two percent (20%) of Performance Security	End of Empanelment Period + twelve (12) months	Twelve (12) Months from the expiry date
		BG2	Two percent (20%) of Performance Security	End of Empanelment Period + twenty-four (24) months	Twelve (12) Months from the expiry date
		BG3	Two percent (20%) of Performance Security	End of Empanelment Period + thirty-six (36) months	Twelve (12) Months from the expiry date
		BG4	Two percent (20%) of Performance Security	End of Empanelment Period + forty-eight (48) months	Twelve (12) Months from the expiry date
		BG5	Two percent (20%) of Performance Security	End of Empanelment Period + sixty (60) months	Twelve (12) Months from the expiry date
<p>The Empaneled Vendor shall submit Additional Performance Security if it receives orders over and above 200 kWp. The Additional Performance Security shall be of (10%) of the Order value of 100 kWp, in five equal parts until the Order value of 300 kWp. Further, a new Additional Performance Security shall be submitted if the Empaneled Vendor receives order over an above 300 kWp and so on. Such Additional Performance Security shall be submitted within fifteen (15) days of receiving such additional Order.</p>					
<p><i>Additional Performance Security = 10% of (L1 Price x 100)</i></p>					
<p>The Additional Performance Security shall be submitted for the following expiry date and claim date:</p>					
		BG no.	Amount	Expiry date	Claim date
		BG1	Two percent (20%) of Additional Performance Security	End of Empanelment Period + twelve (12) months	Twelve (12) Months from the expiry date
		BG2	Two percent (20%) of Additional Performance Security	End of Empanelment Period + twenty-four (24) months	Twelve (12) Months from the expiry date
		BG3	Two percent (20%) of Additional Performance Security	End of Empanelment Period + thirty-six (36) months	Twelve (12) Months from the expiry date

BDS Clause reference	ITB Clause reference	Detailed Clause			
		BG4	Two percent (20%) of Additional Performance Security	End of Empanelment Period + forty-eight (48) months	Twelve (12) Months from the expiry date
		BG5	Two percent (20%) of Additional Performance Security	End of Empanelment Period + sixty (60) months	Twelve (12) Months from the expiry date
<p>Note: In case the Performance Security or Additional 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.</p> <p>Each Bank Guarantee submitted towards the Performance Security or Additional Performance Security shall be returned within a maximum period of thirty (30) Days of the expiry date of each of the BG.</p>					

3. Scope of Work (SOW)

Section 6 (SOW) contains about the Project, roles, and responsibilities of the individual Parties, Equipment requirements, Technical Specifications, Designs and Drawings, Supplementary Information, Spares, Project Timelines, etc. that describe the SOW under the RFP.

3.1. About the Program

3.1.1. Introduction

- 3.1.1.1. As a part of Intended Nationally Determined Contributions (INDCs), India has committed to increase the share of installed capacity of electric power from non-fossil-fuel sources to 40% by 2030. Solar energy is one of the main sources to accomplish the target of 40% of electric power from non-fossil-fuel. Government of India has set the target of achieving 100 GW of solar power capacity in the country by the year 2022, of which 40 GW to be achieved from rooftop solar (RTS).
- 3.1.1.2. The rooftop solar (RTS) plant is a system installed mainly on the roof of a building and includes installations on open contiguous land within the area of premises wherein valid and live electricity connection has been provided by the concern Distribution utilities/companies (DISCOMS) to the Consumer. Typically, one (1) kWp RTS plant requires about 10 sq. m area. The solar power so generated can then be used either for own consumption of the premises or can be fed into the grid and be adjusted in the electricity bill. Net-metering regulations notified by respective State Electricity Regulatory Commissions (SERCs) provide a legal framework for such adjustment. RTS plants help DISCOMS in reducing transmission and distribution losses as energy consumption and generation are co-located. These Plants are also useful in tackling day-time peak load as solar generation profile matches such peak loads during the day.
- 3.1.1.3. The Government, on 30 Dec 2015, approved a Program “Grid Connected Rooftop and Small Solar Power Plants Program” for installation of 4,200 MW RTS plants in the country by FY 2019 – 20, of which 2,100 MW was through CFA and balance 2,100 MW was without CFA. The RTS Projects sanctioned under this Program are under implementation by State Nodal Agencies (SNA’s), Solar Energy Corporation of India (SECI), Public Sector Undertakings (PSUs) and other Government Agencies (GAs).
- 3.1.1.4. The Government, on 19 Feb 2019 approved Phase-II of “Grid Connected Rooftop and Small Solar Power Plants Program” for achieving cumulative capacity of 40 GW RTS plants by 2022. In the MoU dated 21 Aug 2020 signed between all the DISCOMs, GRIDCO and OREDA, OREDA is the designated implementation agency for rolling out this scheme in Odisha. The four DISCOMs of Odisha i.e. TP Central Odisha Distribution Limited (TPCODL), Southern Electricity Supply Company of Odisha Limited (SOUTHCO), Western Electricity Supply Company of Odisha Limited (WESCO) and North Eastern Electricity Supply Company of Odisha Limited (NESCO) have received a sanction of 1 MW each from MNRE for the implementation of Program in residential sector with Central Financial Assistance (CFA)

3.1.2. Objectives

The key objectives of the Program are:

- 3.1.2.1. To promote grid connected RTS in Odisha;
- 3.1.2.2. To bring DISCOMs at forefront as key drivers for rapid deployment of RTS;
- 3.1.2.3. To create awareness, capacity building, human resource development, etc.
- 3.1.2.4. To promote sustainable business models;
- 3.1.2.5. To promote domestic manufacturing of solar photovoltaic modules.

3.2. Roles and Responsibilities

3.2.1. Roles and Responsibilities of the Empaneled Vendor for the implementation of RTS (upon given Order(s) by Consumers):

3.2.1.1. Design and Engineering

- a) The Empaneled Vendor shall complete the design and engineering of the RTS as per the Technical Specification given in SOW Clause 3.3.1.1 using the Equipment as given in SOW Clause 3.2.1.2 and shall be developed as per the Applicable Law and the Prudent Utility Practices prevailing in Odisha.
- b) The Empaneled Vendor shall ensure that the remote communication facility at the DC generation meter shall be connected to the DC array output of the RTS. In addition, the Empaneled Vendor shall share the remote communication protocol as well as the login credentials (username, password, etc.) to OREDA for each RTS.
- c) The Empaneled Vendor shall ensure that the module mounting structures must be designed to be completely non-invasive (without any grouting/ chipping) on the rooftop space. In this regard, an indicative design can be considered as per the Technical Specifications given in SOW Clause 3.3.1.1.
- d) The Empaneled Vendor shall design for an adequate protection system as per the requirement of the site by taking lightning, wind speed, rainy season, other climatic conditions, sudden surges in voltage and current, etc.
- e) The indicative drawing and design of a module mounting structure that can withstand a wind speed up to 200 km per hour has been provided at SOW Clause 3.3.1.2. However, depending on the actual RTS site conditions, the Empaneled Vendor may propose for a change in the design of module mounting structures with due certification from a chartered engineer with regards to quality, durability and wind resistance capability for the above mentioned speed and install the same only after getting due approval from the Authorized Representative of OREDA.
- f) The Empaneled Vendor shall mandatorily visit all the RTS sites and submit single line diagrams for the RTS indicating all wiring details, connectivity details, etc. as per the Applicable Law and Prudent Utility Practices, prior to the procurement of Equipment and commencement of construction works at the RTS site.
- g) The Empaneled Vendor shall submit the final design, single line diagram, etc. to OREDA and obtain the approval from OREDA prior to the commencement of installation works.

3.2.1.2. Supply of Equipment

- a) The Empaneled Vendor shall supply all the Equipment as per the Technical Specification given in SOW Clause 3.3.1.1.
- b) The Empaneled Vendor shall be responsible for the supply of all Equipment including but not limited to solar photovoltaic modules, module mounting structures, inverters, the balance of systems. The Empaneled Vendor shall provide an array junction box, main junction box along with a separate DCDB and ACDB.
- c) The Empaneled Vendor shall be responsible for procuring, packing, forwarding, loading, unloading, safekeeping, and handling of all Equipment including insurance coverage all the time until Acceptance of the RTS pursuant to SOW Clause 3.2.1.5.

3.2.1.3. Installation

- a) The Empaneled Vendor shall be responsible for carrying out the installation of all Equipment as per the design, SLDs, etc. approved by OREDA pursuant to SOW Clause 3.2.2.1.

- b) The Empaneled Vendor shall separate the required loads from the existing loads at each Department SOW Clause 3.3.1.3 and connect the same to the ACDB of the RTS, in consultation with the Department and the Authorized Representative of OREDA.
- c) The Empaneled Vendor shall ensure that there shall not be any invasion/ damage whatsoever to the rooftop due to the installation of the module mounting structures that will lead to any chances of leakage of rainwater, etc. from the rooftop on a later date.
- d) The Empaneled Vendor shall ensure to have a clean and tidy installation of the RTS. The Empaneled Vendor shall ensure to consider the safety aspects into consideration and shall not leave any loose cables to lie on the rooftops.
- e) The Empaneled Vendor shall install display boards Project capacity, date of Commissioning, date of Acceptance, contact details of OREDA, CRC, and Empaneled Vendor at prominent places nearer to the entrance of the RTS and inverters.
- f) The Empaneled Vendor shall install danger boards, safety boards, etc. at suitable locations as per the Applicable Law and Prudent Utility Practices.
- g) The Empaneled Vendor shall ensure to make the inverters and control panels wall/ floor mounted.
- h) The Empaneled Vendor shall ensure that earthing flats do not touch the roof/ walls at any place and sufficient insulators shall be provided for the same.
- i) The Empaneled Vendor shall ensure the protection of life and property likely to be endangered due to the installation of RTS.
- j) The Empaneled Vendor shall ensure the installation of Solar Generation Meter and Net/Bi- directional Meter as per the OERC Guideline issued with respect to Solar PV Projects.
- k) The installation process shall be documented step-by-step as per the instructions given in the ReSolve Mobile App developed by OREDA through its Customer Relationship Centre (CRC). The Empaneled Vendor shall mandatorily install the ReSolve Mobile Application from the CRC team and get itself trained if required. The instructions are given in SOW Clause 3.3.1.6.

3.2.1.4. Testing and Commissioning

- a) After completion of installation works, the Empaneled Vendor shall complete the testing and Commissioning in the presence of the Authorized Representative of OREDA and the Consumer. The committee comprising of the above persons shall be termed as the Commissioning Committee.
- b) The Empaneled Vendor shall take consultation from the Commissioning Committee on finalizing a date and time of testing and Commissioning.
- c) Upon completion of testing and Commissioning, the Commissioning Committee shall issue the Joint Commissioning Certificate to the Empaneled Vendor as per the format given in SOW Clause 3.3.1.4.
- d) The testing and Commissioning process shall be documented step-by-step as per the instructions given in the ReSolve Mobile App developed by OREDA through CRC.
- e) The format for the Commissioning Report is given in SOW Clause 3.3.1.3.

3.2.1.5. Acceptance

- a) The performance and health of the RTS will be monitored for a period of ninety (90) Days from the date of Commissioning.
- b) The Commissioning Report followed during Commissioning as given in SOW Clause 3.3.1.3 shall be performed again before issuance of the Acceptance Certificate as per format given in SOW Clause 3.3.1.5.

- c) Upon Acceptance of the RTS, the Comprehensive Maintenance of the RTS shall begin as per SOW Clause 3.2.1.6

3.2.1.6. Comprehensive Maintenance

- a) The Empaneled Vendor shall be required to undertake Scheduled Maintenance, Corrective Maintenance, and Breakdown Maintenance during the CMC Period.
- b) The Empaneled Vendor shall adhere to all maintenance procedures as required by OREDA from time to time, without any protest or hesitation.
- c) The Empaneled Vendor shall undertake the Scheduled Maintenance of each Project as per the standard maintenance protocol given in SOW Clause 3.3.1.7. The Scheduled Maintenance process shall be documented step-by-step as per the instructions given in the ReSolve Mobile App developed by OREDA through CRC.
- d) The Empaneled Vendor shall also undertake Corrective Maintenance and Breakdown Maintenance as and when required upon receipt of service request from CRC or OREDA or Department raised through ReSolve Mobile App or any other medium as suggested by OREDA or Department from time to time. Such service request shall be resolved and made functional within a maximum period of seven (7) Days from the date of such service request raised through ReSolve Mobile App, failing which might restrict the Empaneled Vendor in participating in the future opportunities of OREDA, subject to the final decision at the discretion of OREDA only.
- e) The Empaneled Vendor is required to train at least two (2) persons from the Consumer for day-to-day Comprehensive Maintenance and upkeep of the RTS.
- f) The Empaneled Vendor shall maintain all the Spares as given and shall ensure to maintain the safety stock all the time until the expiry of the Empanelment Order.
- g) The Empaneled Vendor shall establish a local office at the concerned District(s) so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period duly headed by a Service Engineer.

3.2.2. Roles and Responsibilities of OREDA

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

3.3. Technical details of Project

3.3.1. Technical details of RTS

- 3.3.1.1. **Technical Specifications:** The Technical Specification of all Equipment are provided in Annexure 7.5.1.
- 3.3.1.2. **Designs and Drawings:** The Designs and Drawings of the Project are provided in Annexure 7.5.2.
- 3.3.1.3. **Commissioning Report:** The detailed Commissioning procedure is provided in Annexure 7.5.3.
- 3.3.1.4. **Joint Commissioning Certificate:** The format of the Joint Commissioning Certificate is provided in Annexure 7.5.4.

3.3.1.5. **Acceptance Certificate:** The format of the Acceptance Certificate is provided in Annexure 7.5.5.

3.3.1.6. **CRC guidelines:** The CRC guidelines are provided in Annexure 7.6.

3.3.1.7. **Scheduled Maintenance:** The detailed procedure and checklist for performing Scheduled Maintenance are provided in Annexure 7.5.6.

3.4. Project Timelines

3.4.1. The following are the Timelines for implementation of Project (as per Phase – II of MNRE’s Grid Connected Rooftop Solar Program guidelines):

Activities	Responsibility	Timeline (Max Working Days)
Submission of application	Consumer	Zero Date
Acknowledgment of application by the respective DISCOM and OREDA	DISCOM and OREDA	02
Site verification / technical feasibility and issuance of Letter of Approval (LOA) / termination	DISCOM	15
In-principle approval for CFA	OREDA	10
Execution of metering agreement	DISCOM & Consumer	15 – 20
Installation of Rooftop Solar System	DISCOM, Empaneled Vendor & Consumer	90 – 180
Meter procurement intimation	Consumer	15 (prior intimating DISCOM on system readiness)
Submit work completion report/ certificate	Consumer & Empaneled Vendor	90 – 180 (from LOA) (depending upon capacity)
Inspection by CEIG (if applicable)	CEIG	15 – 20
Issuance of safety certificate (if applicable)	CEIG	5 – 10
Intimation to install meter	Consumer	7 – 10
Inspection by DISCOM, installation of meter and commissioning of the project	DISCOM	15 – 20 (after CEIG approval)
Inspection for release of CFA	OREDA	7 – 10
Release of CFA to the Consumer	OREDA	5 – 10
Billing process	OREDA	30 After synchronization with Grid

4. Qualification Requirement (QR)

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

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

4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	<p>Applicability: For Category A and Category B Bidders</p> <p>The Bidder must be a</p> <p>4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or</p> <p>4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or</p> <p>4.1.1.3. sole proprietorship firm under the relevant laws in India.</p> <p>Note: Joint venture, consortium and subcontracting are not allowed.</p>	<p>The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India.</p> <p>The Bidder must submit Bid Form 12.</p>
4.1.2.	<p>Applicability: For Category B Bidders only</p> <p>In case the Bidder is a local MSME registered in Odisha, the Bidder must be registered under the MSME Development Act, 2006 in Odisha under Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Electric power generation using solar energy).</p> <p>Such Bidder under Category B shall be exempted from meeting "Technical Qualification Requirement" as per QR Clause 4.3 and "Financial Qualification Requirement" as per QR Clause 4.4 but shall comply "Specific Qualification Requirement" as per QR Clause 4.2 and 4.1.3. The local MSME only can apply for the Projects as mentioned in Section 2 (BDS).</p>	<p>The Bidder being a local MSME must submit a copy of the certificate of registration issued by an appropriate authority. This is applicable only for the MSMEs.</p> <p>The Bidder must submit Bid Form 12.</p>
4.1.3.	<p>Applicability: For Category A and Category B Bidders</p> <p>The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.</p>	<p>The Bidder shall submit a self-certification by an authorized person duly notarized to this effect.</p> <p>The Bidder must submit Bid Form 9.</p>

4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	<p>Applicability: For Category A and Category B Bidders</p> <p>The Bidder must be in possession of the valid test certificates of solar photovoltaic modules, inverters from MNRE/ BIS/ NABL authorized test laboratories only. Such test certificates must have the IEC and IP standards from any valid MNRE accredited test labs as given in Appendix Form 8 of Appendix Clause 7.5.8.</p>	<p>The Bidder must declare that it will possess the test reports and data sheets in the name of OEM only along with the authorization letter from Original Equipment Manufacturer (OEM). The test reports and datasheets for particular Equipment must be submitted in the name of a single OEM only. However, the change of OEM is permissible during the course of work on assigning sufficient reason for the same and submission of the latest datasheets and test reports from MNRE/ BIS/ NABL approved labs.</p> <p>The Bidder must submit Bid Form 8 of Section 7 (Annexure).</p> <p>Note: The proof of all documents showcasing the possession of such copies of the Test Certificates by the Bidder shall be submitted as per the instructions given under the Letter of Intent and not at the time of bidding.</p>
4.2.2.	<p>Applicability: For Category A and Category B Bidders</p> <p>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 photovoltaic modules and inverters.</p>	<p>The Bidder shall declare that it has a copy of the ISO certificate for ISO 9001 and will possess the copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM.</p> <p>The Bidder must submit Bid Form 16 of Section 7 (Annexure).</p> <p>Note: The documentary evidences shall be submitted as a part of response to the Letter of Intent and prior to issuance of the Empanelment Order, and not at the time of bidding.</p>

4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document										
4.3.1.	<p>Applicability: For Category A Bidders only</p> <p>The Bidder must have the experience of commissioning rooftop solar photovoltaic projects for a cumulative capacity as mentioned under the “Min. experience requirement in kWp”, in the last five (5) years from the last date of online submission of the Technical Bid in Odisha as an EPC contractor. The minimum experience requirement shall be as follows:</p> <table border="1" data-bbox="368 629 1002 824"> <thead> <tr> <th>Package</th> <th>Min. experience requirement in kWp</th> </tr> </thead> <tbody> <tr> <td>Package 1</td> <td>200</td> </tr> <tr> <td>Package 2</td> <td>200</td> </tr> <tr> <td>Package 3</td> <td>200</td> </tr> <tr> <td>Package 4</td> <td>200</td> </tr> </tbody> </table>	Package	Min. experience requirement in kWp	Package 1	200	Package 2	200	Package 3	200	Package 4	200	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the experience certificates issued by a state nodal agency/ joint commissioning certificate issued by any Government department/CPSU/State PSU/Govt. Agency. However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information. 2. The experience certificate/ joint commissioning certificate shall clearly mention the capacity and the date of commissioning. The joint commissioning certificate issued by only the concerned government authority as per the Prudent Utility Practices followed in Odisha. 3. The experience shall be unique for each Package, and the same project experience cannot be shown for multiple Packages, else such Bids shall be liable for rejection. <p>The Bidder must submit Bid Form 8 of Section 6 (Annexure).</p>
Package	Min. experience requirement in kWp											
Package 1	200											
Package 2	200											
Package 3	200											
Package 4	200											

4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document										
4.4.1.	<p>Applicability: For Category A Bidders only</p> <p>The Bidder must have an aggregate average annual turnover of not less than the amount mentioned under the “Min. average annual turnover in Lakh INR” for which it is submitting its Bid, in the last three (3) financial years from FY16-17, FY17-18 and FY18-19 from the solar business only, as mentioned below:</p> <table border="1"> <thead> <tr> <th>Package</th> <th>Min. average annual turnover in Lakh INR</th> </tr> </thead> <tbody> <tr> <td>Package 1</td> <td>100</td> </tr> <tr> <td>Package 2</td> <td>100</td> </tr> <tr> <td>Package 3</td> <td>100</td> </tr> <tr> <td>Package 4</td> <td>100</td> </tr> </tbody> </table>	Package	Min. average annual turnover in Lakh INR	Package 1	100	Package 2	100	Package 3	100	Package 4	100	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</p> <p>It is important to note that the annual turnover for each financial year shall be the income/ earning/ revenue from the solar business only; and other income (if any) shall not be considered for evaluation.</p> <p>The experience shall be unique for each Package, and the same project experience cannot be shown for multiple Packages, else such Bids shall be liable for rejection.</p>
Package	Min. average annual turnover in Lakh INR											
Package 1	100											
Package 2	100											
Package 3	100											
Package 4	100											
4.4.2.	<p>Applicability: For Category A Bidders</p> <p>The Bidder must have a positive net worth in the last financial year FY18-19.</p> <p>For company, as per the section 2 (57) of The Indian Companies Act, 2013, net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account), after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p> <p>For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.</p>	<p>The Bidder shall submit a net worth certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</p>										

5. General Conditions of Contract (GCC)

Section 5 (GCC) contains all general terms and conditions to be applied to the Empanelment 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 Empanelment Order

5.1. General

5.1.1. Empanelment Order

- 5.1.1.1. All documents forming part of the Empanelment Order including any Amendment to the Empanelment 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 Empanelment Order constitutes all the terms and conditions for the Successful Bidder with respect to the Commissioning, and Acceptance of the Project along with its CMC Period. The CMC shall be executed between OREDA and the Successful Bidder as per the sample format provided in Annexure Clause 7.3.3.
- 5.1.1.3. The Empanelment Order including any Amendment supersedes all communications, negotiations, and agreements (whether written or oral) made prior to the date of issuance of Empanelment Order in case of any confusion with the Bidding Document at any point in time.
- 5.1.1.4. The Empanelment Order shall be read as a whole.

5.1.2. Amendment

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

5.1.3. Independent Empaneled Vendor

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

5.1.4. Display of maintenance records

- 5.1.4.1. The Empaneled Vendor shall give consent to display on OREDA's website its past maintenance performance in OREDA's other programs (if applicable). This shall be required for the Consumer to make an informed decision about selecting the Empaneled Vendor for implementation of Project.

5.1.5. Non-waiver

- 5.1.5.1. Any waiver of Empaneled Vendor's rights, powers, or remedies under the Empanelment 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.

5.1.6. Severability

5.1.6.1. If any provision or condition of the Empanelment 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 Empanelment Order.

5.1.7. Communications

5.1.7.1. 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 Empanelment Order.

5.1.8. Law

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

5.1.9. Language

5.1.9.1. The ruling language of the Empanelment Order shall be in English only.

5.1.10. Integrity Violation

5.1.10.1. The Empaneled Vendor shall observe the highest standard of ethics during the performance of the Empanelment Order.

5.1.10.2. Applicable as per ITB Clause 1.1.2.2

5.2. Payment

5.2.1. L1 Price

5.2.1.1. The L1 Price shall mean the final price considered for implementation of a Project.

5.2.1.2. The Empaneled Vendor shall be deemed to have satisfied itself as to the correctness and sufficiency of the L1 Price, which shall, cover all its obligations under the Empanelment Order.

5.2.2. Terms of Payment

5.2.2.1. The terms of payment shall be as per the agreement between the Consumer and the Empaneled Vendor.

5.2.2.2. The currency of payments is made to the Empaneled Vendor shall be Indian Rupees only.

5.2.3. Taxes

5.2.3.1. The Tax on the L1 Price shall be paid by the Consumer as per the prevailing rules in India at the time of invoicing.

5.2.4. Performance Security

5.2.4.1. The Empaneled Vendor shall submit the Performance Security as per ITB Clause 1.6.2.

5.2.4.2. In case of any forfeiture, in full or parts, made on the Performance Security, the Empaneled Vendor 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 Empaneled Vendor fails to do the aforesaid replenishment within the prescribed timelines then the Empanelment Order shall be cancelled, and OREDA may take suitable action against the Empaneled Vendor.

- 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 Empaneled Vendor as per the instructions of OREDA.
- 5.2.4.4. The Performance Security shall be returned to the Empaneled Vendor 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 Empanelment Order, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.

5.3. Intellectual Property

5.3.1. License/ Use of Technical Information

- 5.3.1.1. For the Commissioning until Acceptance of the Project and during the CMC Period, the Empaneled Vendor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to OREDA under the patents, utility models or other Intellectual property rights owned by the Empaneled Vendor or by a third party from whom the Empaneled Vendor 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 Empanelment 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 Empaneled Vendor 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 Empaneled Vendor herein shall remain vested in the Empaneled Vendor or, if they are furnished to OREDA directly or through the Empaneled Vendor 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 Empanelment 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 Empanelment 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 Empanelment 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 Empanelment 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 Empanelment 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 Empanelment Order. If the Authorized Representative of OREDA is not named in the Empanelment Order, then within seven (7) Days of the Effective Date, OREDA shall appoint and notify the Empaneled Vendor 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 Empaneled Vendor 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 Empanelment Order. All notices, instructions, orders, certificates, approvals and all other communications under the Empanelment 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 Empaneled Vendor to OREDA under the Empanelment Order shall be given to the Authorized Representative of OREDA, except as herein otherwise provided.

5.5. Guarantees and Liabilities

5.5.1. Project Timelines

- 5.5.1.1. The Empaneled Vendor guarantees that it shall achieve the Commissioning of the Project as per the Project Timelines or any extension thereof entitled under GCC Clause 5.7.2.
- 5.5.1.2. The Chief Executive, OREDA may at own discretion and after due consultation with the Consumer allow reasonable time extension upon the written application of the Empaneled Vendor. If the delay is considered intentional or due to the negligence of the Empaneled Vendor, no extension can be allowed. If the delay is considered to be genuine, then a suitable time extension can be allowed, to be evaluated on a case-to-case basis.

5.5.2. Warranty

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

5.5.3. Defect Liability

- 5.5.3.1. The Empaneled Vendor warrants that the Project or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Project supplied and of the work executed.
- 5.5.3.2. The Defect Liability Period shall be five (5) Years from the date of Commissioning of the Project.
- 5.5.3.3. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Project supplied or of the work executed by the Empaneled Vendor, the Empaneled Vendor shall promptly, in consultation and agreement with OREDA/Consumer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Project caused by such defect.

- 5.5.3.4. OREDA/Consumer shall give the Empaneled Vendor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. OREDA/Consumer shall afford all reasonable opportunities for the Empaneled Vendor to inspect any such defect.
- 5.5.3.5. The Empaneled Vendor may, with the consent of OREDA/Consumer, remove from the site any Project or any part of the Project that are defective if the nature of the defect, and/or any damage to the Project caused by the defect, is such that repairs cannot be expeditiously carried out at the site.
- 5.5.3.6. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Project or any part thereof, OREDA/Consumer may give to the Empaneled Vendor a notice requiring that tests of the defective part of the Project shall be made by the Empaneled Vendor immediately upon completion of such remedial work, whereupon the Empaneled Vendor shall carry out such tests.

If such part fails the tests, the Empaneled Vendor shall carry out further repair, replacement or making good, as the case may be, until that part of the Project passes such tests. The tests shall be agreed upon by OREDA/Consumer and the Empaneled Vendor.

- 5.5.3.7. If the Empaneled Vendor fails to commence the work necessary to remedy such defect or any damage to the Project caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) Days), OREDA/Consumer may, following notice to the Empaneled Vendor, proceed to do such work through a third party, and the reasonable costs incurred by OREDA/Consumer in connection therewith shall be paid to OREDA/Consumer by the Empaneled Vendor or may be deducted by OREDA/ Consumer from any monies due to the Empaneled Vendor or claimed under the Performance Security.
- 5.5.3.8. If the Project or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Project or such part, as the case may be, shall be extended by a period equal to the period during which the Project or such part cannot be used by the Consumer because of any of the aforesaid reasons.
- 5.5.3.9. Except as provided in GCC Clauses 5.5.2 and GCC Clause 5.6.2, the Empaneled Vendor shall be under no liability whatsoever and howsoever arising, and whether under the Empanelment Order or at law, in respect of defects in the Project or any part thereof, the design or engineering or work executed that appear after Acceptance of the Project or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Empaneled Vendor.

5.5.4. Patent Indemnity

- 5.5.4.1. The Empaneled Vendor 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 Empanelment Order by reason of Commissioning and Acceptance of the Project.

Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Empanelment Order, any infringement resulting from the use of the Project or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Empaneled Vendor, pursuant to the Empanelment 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 Empaneled Vendor a notice thereof, and the Empaneled Vendor 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 Empaneled Vendor 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 Empaneled Vendor has so failed to notify OREDA within the seven (7) Days period, OREDA shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

OREDA shall, at the Empaneled Vendor's request, afford all available assistance to the Empaneled Vendor in conducting such proceedings or claim, and shall be reimbursed by the Empaneled Vendor for all reasonable expenses incurred in so doing or may be deducted by OREDA from any monies due to the Empaneled Vendor 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 Empaneled Vendor shall not be liable to OREDA/Consumer, 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
- b) The maximum liability of the Empaneled Vendor to OREDA/Consumer, whether under the Empanelment Order, in tort or otherwise, shall not exceed ten percent (10%) of the L1 Price.

5.6. Risk Distribution

5.6.1. Transfer of Ownership

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

- a) Issuance of a certificate by the Empaneled Vendor stating that the Empaneled Vendor 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 Empanelment Order as per Annexure Clause 7.7; and
- b) Issuance of Acceptance Certificate by OREDA.

5.6.1.2. Notwithstanding anything to the contrary in this Contract, the care, custody and the risk in relation to the entire Project shall pass on to the Consumer 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 Empaneled Vendor.

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

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

5.6.2.2. If any proceedings are brought or any claim is made against OREDA that might subject the Empaneled Vendor to liability under GCC Clause 5.6.2.1, OREDA shall promptly give the Empaneled Vendor a notice thereof and the Empaneled Vendor 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 Empaneled Vendor 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 Empaneled Vendor 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 Empaneled Vendor's request, afford all available assistance to the Empaneled Vendor in conducting such proceedings or claim, and shall be reimbursed by the Empaneled Vendor for all reasonable expenses incurred in so doing or may be deducted by OREDA from any monies due to the Empaneled Vendor or claimed under the Performance Security.

5.6.3. Insurance

- 5.6.3.1. The Empaneled Vendor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect until the issuance of the Acceptance Certificate, 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/Consumer, who should not unreasonably withhold such approval.
- a) Cargo Insurance During Transport: Covering loss or damage occurring while in transit from the Empaneled Vendor's works or stores, etc. until arrival at the Project site valid all the time starting from Effective Date until Commissioning.
 - b) Installation All Risks Insurance: Covering physical loss or damage to the Project at the Project site valid all the time starting from Effective Date until Commissioning.
 - c) 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 implementation of the Project valid all the time starting from Effective Date until the end of CMC Period.
 - d) Automobile Liability Insurance: Covering the use of all vehicles used by the Empaneled Vendor, whether or not owned by them, in connection with the execution of the Empanelment Order valid all the time starting from Effective Date until Commissioning.
 - e) Workers' Compensation: In accordance with the statutory requirements applicable in India valid all the time starting from Effective Date until the end of the CMC Period.
 - f) Operational Insurance: Operational insurance during the CMC Period covering physical loss, damage, fire, burglary, etc. for the Project valid all the time during the CMC Period.
- 5.6.3.2. The Consumer shall be named as co-insured under all insurance policies taken out by the Empaneled Vendor pursuant to GCC Clause 5.6.3.1, except for the Third Party Liability, Workers' Compensation and the Empaneled Vendor's employees and representatives shall be named as co-insureds under all insurance policies taken out by the Empaneled Vendor pursuant to GCC Clause 5.6.3.1 except for the Cargo Insurance During Transport and Workers' Compensation. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Empanelment Order shall be waived under such policies.
- 5.6.3.3. The Empaneled Vendor shall deliver to OREDA/Consumer certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect.
- 5.6.3.4. If the Empaneled Vendor fails to take out and/or maintain in effect the insurances referred to in GCC Clause 5.6.3.1, OREDA/Consumer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due to the Empaneled Vendor under the Empanelment Order any premium that Consumer shall have paid to the insurer, or may otherwise recover such amount from any monies due to the Empaneled Vendor or claimed under the Performance Security.
- 5.6.3.5. Unless otherwise provided in the Empanelment Order, the Empaneled Vendor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 5.6.3, and all monies payable by any insurers shall be paid to the Empaneled Vendor. OREDA shall give to the Empaneled Vendor all such reasonable assistance as may be required by the Empaneled Vendor.

5.6.4. Change in Laws and Regulations

5.6.4.1. If, after the last date of online Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Empaneled Vendor and/or the time for achieving the Commissioning and Acceptance along with the Empanelment Order price shall be correspondingly increased or decreased, and/ or the Time for achieving Commissioning and Acceptance shall be reasonably adjusted to the extent that the Empaneled Vendor has thereby been affected in the performance of any of its obligations under the Empanelment 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.

5.6.5. Force Majeure

5.6.5.1. "Force Majeure" shall mean any event beyond the reasonable control of OREDA/Consumer or of the Empaneled Vendor, 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.

5.6.5.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Empanelment 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.

5.6.5.3. The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Empanelment 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.

5.6.5.4. 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 Empanelment Order and to fulfill its or their obligations under the Empanelment Order, but without prejudice to either party's right to terminate the Empanelment Order under GCC Clause 5.6.5.6.

5.6.5.5. 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 Empanelment Order, or
if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

5.6.5.6. If the performance of the Empanelment 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 Empanelment Order, the Parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Empanelment Order by giving notice to the other, but without prejudice to either party's right to terminate the Empanelment Order.

5.6.5.7. In the event of termination pursuant to GCC Clause 5.6.5.6, the rights and obligations of OREDA and the Empaneled Vendor shall be as specified in GCC Clause 5.7.4.

5.7. Change in Empanelment 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 Empaneled Vendor 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 Empaneled Vendor. The Empaneled Vendor shall not make any alteration and/or modification of the Project unless the OREDA instructs or approves a Change Order in writing.

5.7.2. Extension of achieving Commissioning and Acceptance

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

- b) any occurrence of Force Majeure as provided in GCC Clause 5.6.5,
- c) 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 Empaneled Vendor, subject to the final decision of Chief Executive, OREDA.

5.7.3. Suspension

5.7.3.1. OREDA may request, by notice to the Empaneled Vendor, to order the Empaneled Vendor to suspend performance of any or all of its obligations under the Empanelment 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 Empaneled Vendor 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 Empaneled Vendor's performance of its obligations is suspended or the rate of progress is reduced pursuant to GCC Clause 5.7.3, then the Project Timeline shall be extended in accordance with GCC Clause 5.7.2.1.

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

5.7.4. Termination

5.7.4.1. Termination for OREDA's Convenience

- a) OREDA may at any time terminate the Empanelment Order for any reason by giving the Empaneled Vendor 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 5.7.4.1 a), the Empaneled Vendor shall either immediately or upon the date specified in the notice of termination