



**ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY**  
S-3/59, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010  
Phone: (0674) 2588260, 2586398, 2580554, Fax: 2586368  
Website: [www.oredaorissa.com](http://www.oredaorissa.com), Email: [ceoreda@oredaorissa.com](mailto:ceoreda@oredaorissa.com)


**e-TENDER CALL NOTICE**

Notice No: 3950

Date: 08/10/2020

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected solar power project in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O).

Details can be seen from the website [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) or [www.oredaorissa.com](http://www.oredaorissa.com). Further corrigendum, if any, will be uploaded in these websites only.

  
Chief Executive

Memo No. 3951/OREDA

Date: 08/10/2020  
8/10/2020


Copy forwarded to the Additional Secretary, MNRE, Govt. of India for favour of information.

  
Chief Executive

Memo No. 3952/OREDA

Date: 08/10/2020  
8/10/2020


Copy forwarded to the Principal Secretary, Energy Department, Govt. of Odisha for favour of information.

  
Chief Executive

Memo No. 3953/OREDA

Date: 08/10/2020  
8/10/2020

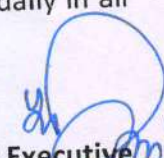
Copy forwarded to M/S KEONICS, A Govt. of Karnataka Undertaking, No.29/1, Race course Road, Bangalore- 560 001 for information and necessary action.

  
Chief Executive

Memo No. 3954<sup>(6)</sup>/OREDA

Date: 08/10/2020  
8/10/2020

Copy forwarded to the Director (Admin) / All Divisional Heads / Publicity Wing / Notice Board / Website of OREDA i.e. [www.oredaodisha.com](http://www.oredaodisha.com) for information and necessary action. The advertisement may please be published in two Odia daily and in one English daily in all editions.

  
Chief Executive

8/10/2020



**Request for Proposal (RFP) for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis**

**E-procurement Website:** [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA)

**RFP No.:** 3950/OREDA/PD-10/2017 dated 8<sup>th</sup> Oct 2020

**Contact details:**

Odisha Renewable Energy Development Agency (OREDA)  
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.  
Phone: (0674) 2588260, 2586398, 2580554, Fax: 2586368  
Email: [ceoreda@oredaorissa.com](mailto:ceoreda@oredaorissa.com). Website: [www.oredaorissa.com](http://www.oredaorissa.com)

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# Notice Inviting Tender (NIT)

**NIT no.:** 3950/OREDA/PD-10/2017 dated 8<sup>th</sup> Oct 2020

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

**Mode of bidding:** Open bidding, Single stage two envelope, E-bidding, E-Reverse Auction initially on Viability Gap Funding (VGF) with a ceiling limit fixed at 1 Cr INR per MW, and subsequently on PPA Tariff with a ceiling limit fixed at 2.77 INR per kWh, if needed.

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis. The SPP will be established in Junagarh Block of Kalahandi District and the Energy generated by the SPP will be accounted against the consumption of Konark town. Required land for the SPP will be provided by Department of Energy, Government of Odisha. The Power Purchase Agreement (PPA) and Land Lease Agreement (LLA) shall form an integral part of the RFP.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of RFP on E-procurement Website and OREDA Website	8 <sup>th</sup> Oct 2020
2.	Due date and time for receipt of pre-bid queries on the RFP	16 <sup>th</sup> Oct 2020, Time: 1:00 PM
3.	Date and time for the pre-bid meeting through online mode only. Meeting invite link on google hangout platform: <a href="https://meet.google.com/aez-qqzq-xwx">https://meet.google.com/aez-qqzq-xwx</a>	20 <sup>th</sup> Oct 2020, Time: 11:30 AM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid	10 <sup>th</sup> Nov 2020, Time: 5:00 PM
5.	Due date and time for submission of hardcopies of Technical Bid for select Bid Forms only	11 <sup>th</sup> Nov 2020, Time: 1:00 PM
6.	Due date and time for the opening of Technical Bid for both online copies and hardcopies, except Price Bid	12 <sup>th</sup> Nov 2020, Time: 3:00 PM
7.	Due date and time for the opening of online Price Bid, applicable only for the Bidders whose Technical Bids shall be responsive	To be intimated later
8.	Due date and time for E-Reverse Auction, applicable only for the Bidders whose Price Bids shall be responsive	To be intimated later

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

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

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

**Chief Executive, OREDA**

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# ***Disclaimer***

To whomsoever it may concern, kindly note the following:

1. This RFP is meant for the exclusive purpose of bidding against this RFP No. 3950/OREDA/PD-10/2017 dated 8<sup>th</sup> Oct 2020 and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
2. Though adequate care has been taken for the preparation of this RFP, the Bidder shall satisfy itself that the RFP is complete in all respect. Intimation of any discrepancy shall be given to OREDA immediately. If no intimation is received from any Bidder in their pre-bid queries, it shall be considered that the RFP is complete in all respects and has been accepted by the Bidder.
3. OREDA reserves all the right to modify, amend, or supplement this RFP by issuing Addendum from time to time in the interest of the SPP.
4. OREDA reserves all the right to extend the timelines mentioned in the Schedule of Events of NIT by issuing Corrigendum from time to time in the interest of the SPP.
5. While the RFP has been prepared in good faith, neither OREDA nor OREDA's employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions or absence herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, and completeness of this RFP, even if any loss or damage is caused by any act or omission on OREDA's part.

# Exhibit

## Definitions

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

Definitions and abbreviation	:	Description
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Affiliate	:	shall mean a company that, directly or indirectly, <ul style="list-style-type: none"> <li>• controls, or</li> <li>• is controlled by, or</li> <li>• iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership by one company of at least 50% (fifty percent) of the voting rights of the other company</li> </ul>
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the PPA here to, the standard set forth in this PPA here to, shall be deemed to be the standards under Applicable Laws
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
BDS	:	shall mean Bid Data Sheet
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
Coercive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Collusive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Commissioning	:	shall have the meaning ascribed to it PPA
Corrigendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.2
Corrupt Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
DCDB	:	shall mean Direct Current Distribution Board
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the effective date as mentioned in the PPA
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean <a href="http://www.tenderwizard.com/OREDA">www.tenderwizard.com/OREDA</a>
Equipment	:	shall mean the solar photovoltaic modules, inverters, transformers, transmission lines, etc.
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Government	:	shall mean Government of India or Government of Odisha, as applicable
Group company	:	shall mean <ol style="list-style-type: none"> <li>(i) a company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company or;</li> <li>(ii) a company in which the company, directly or indirectly, holds 10%</li> </ol>

Definitions and abbreviation	:	Description
		(ten percent) or more of the share capital of such company or; (iii) a company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise or; (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the company whether through the ownership of securities or agreement or any other arrangement or otherwise or; (v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.; Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the SPD or a Member of the Consortium developing the SPP
Incoterms	:	Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
ITB	:	shall mean Instructions to Bidders
kW	:	shall mean kilo-Watt
LLA	:	shall mean Land Lease Agreement
Month	:	shall mean a calendar month
NAC	:	shall mean notified area council
NIT	:	shall mean Notice Inviting Tender
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OREDA	:	shall mean Odisha Renewable Energy Development Agency
OREDA Website	:	shall mean <a href="http://oredaodisha.com/">http://oredaodisha.com/</a>
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean <a href="mailto:ceoreda@oredaorissa.com">ceoreda@oredaorissa.com</a>
Parent	:	shall mean a company, which holds not less 51% equity either directly or indirectly in the SPD developing the SPP
PKI	:	shall mean Public Key Infrastructure
PPA	:	shall mean a Power Purchase Agreement and shall have the meaning ascribed to it in ITB Clause 1.6 and enclosed in Annexure Clause 5.3.1
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/ Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency;

<b>Definitions and abbreviation</b>	<b>:</b>	<b>Description</b>
PV	:	shall mean Photo Voltaic
QR	:	shall mean Qualification Requirement
RFP	:	shall mean Request for Proposal
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work
Successful Bidder	:	shall mean the Successful Bidder who has executed the PPA with GRIDCO
Tax	:	shall mean all taxes and duties pursuant to any Applicable Laws (whether currently in force or coming into force on or after the last date for submission of online Bid), including, all goods and services tax, tax on the sale of goods (which includes but is not limited to customs duty, anti-dumping duty, basic customs duty, safeguard duty and import duties), duties, but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty or any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees and further includes any interest, surcharge, penalty or fine in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above;
Total Price	:	shall mean the final price considered in the PPA
Ultimate Parent	:	shall mean a company, which owns not less than fifty one percent (51%) equity either directly or indirectly in the Parent and Affiliates
UTR	:	shall mean Unique Transaction Reference number
VGF	:	shall mean Viability Gap Funding
Year	:	shall mean the calendar year



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## ***Interpretation***

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

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

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