
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 execution of Power Purchase Agreement (PPA), 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. In addition, OREDA has enclosed the Power Purchase Agreement (PPA) and the Land Lease Agreement (LLA) that forms an integral part of this RFP. 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 detailed 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 – Annexure
- 1.2.1.2. OREDA is not responsible for the completeness of the Bidding Document if they were not obtained directly from the E-procurement Website.
- 1.2.1.3. The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

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

- 1.2.2.1. A prospective Bidder requiring any clarification on the RFP shall contact 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 5.4.
- 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.
- 1.2.2.5. The Bidder is advised to visit and examine the SPP Site and its surroundings to obtain all information that may be necessary for the preparation of the Bids, as applicable. The cost of visiting the SPP Site shall be at the Bidder's own expense.
- 1.2.2.6. The Bidder and any of its personnel and/ or agents will be granted permission by OREDA to enter the SPP Site for the purpose of such visit if applicable, but only upon the express condition that the Bidder, its personnel and/ or agents will release and indemnify OREDA and its personnel, agents, etc. from and against any liability in respect thereof, and the Bidder shall be responsible for any death or personal injury, loss of or damage to property, and any other loss, damage, costs, expenses, etc. incurred as a result of the inspection during the SPP Site visit.

1.2.3. Addendum, Corrigendum, and Clarification to the RFP

- 1.2.3.1. At any time, prior to the deadline for submission of Bids, OREDA may issue an Addendum, Corrigendum and Clarification.
- 1.2.3.2. OREDA may, at its discretion, extend the deadline for the submission of Bids by issuing a Corrigendum in order to give prospective Bidders reasonable time in preparing their Bids. At any point in time, the latest Corrigendum will supersede the Schedule of Events mentioned in the NIT or any previously issued Corrigendum.
- 1.2.3.3. OREDA may, at its discretion, modify or change any specific provisions of terms and conditions of the RFP or any Addendum issued previously by issuing an Addendum for such specific provisions. At any point in time, the provisions provided against a specific Clause in the latest Addendum shall supersede such provisions already provided in the RFP or any previously issued Addendum.

1.3. Preparation of Bids

1.3.1. Cost for preparation of Bid

- 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)	<p>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-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>
Bid Form 2 (Cost of Bid)	<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>
Bid Form 3 (Bid Security)	<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 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	Particulars
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 as given in QR Clause 4.3.</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 as given in QR Clause 4.4.</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 (Compliance with the MNRE technical standards)	<p>Copy of the declaration for the “Compliance with the MNRE technical standards” for the Equipment as mentioned in QR Clause 4.2.1.</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 as given in QR Clause 4.1.2.</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 Indigenoussness)	<p>Copy of the “Undertaking for Indigenoussness” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of the Indian make of solar photovoltaic modules and cells in the SPP.</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 12 (Certificate of registration)	<p>Copy of the “Certificate of registration” issued by an appropriate Government authority in India to showcase the registration details of the Bidder as given in QR Clause 4.1.1.</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>

Bid Form	Particulars
	This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 14 of Section 7 (Annexure).
Bid Form 15 (Income Tax Return)	Copy of the last three (3) assessment year's " Income Tax Return " filing document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 7 (Annexure).
Bid Form 16 (Quality Assurance)	Copy of the declaration of " Quality Assurance " of the Bidder as given in QR Clause 4.2.2. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 16 of Section 7 (Annexure).
Bid Form 17 (Summary of the Bidder)	Copy of the " Summary of the Technical Bid " in Microsoft .xls or .xlsx format as per the checklist given therein. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 17 of Section 7 (Annexure).

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

Bid Form	Particulars
Bid Form 2 (Cost of Bid)	Original of the " 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. This shall be a non-refundable fee. This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate Government authority (as applicable) shall be submitted. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).
Bid Form 3 (Bid Security)	Original 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 ". In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha. 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. 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). 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.

Bid Form	Particulars
	<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)	<p>Copy of the “Price Bid” duly signed by the Authorized Signatory and stamped by the Bidder mentioning the price for the Bid.</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 19 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.

1.3.4.2. The Bid prices in the Price Bid shall be made at the SPP Site basis, which means that the Bidder shall be responsible for bringing all Equipment to be used in this SPP at the SPP Site and maintain it in their safe custody 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) from 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.

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 may be returned within a time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.2.4.

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 may be returned within a time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.2.4.

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. sign the PPA pursuant to ITB Clause 1.6;
 - ii. furnish the Performance Security pursuant to ITB Clause 1.6.2.4; or
 - 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 Bidding 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 hardcopies 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 hardcopies of the Bidder, such Bids will be considered based on the latest submission made by the Bidder. In such a case, any previous original hardcopies 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. Technical Bid Opening

1.4.6.1. Technical Bid (Online and hardcopies)

- a) **Online Technical Bid:**
 - i. OREDA shall open the online Technical Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.
- b) **Hardcopies of Technical Bid:**
 - i. OREDA shall open the hardcopies of the Technical Bids at OREDA's Office Address as per the timelines mentioned in the NIT or any Corrigendum. Such Technical Bid shall be opened in the presence of Bidders' designated representatives who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.
 - ii. The Bidders' representatives who are present during the opening of hardcopies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- c) OREDA shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.

1.5. 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 signing of PPA, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the issuance of Work Order is communicated to all Bidders, unless it is specifically required by OREDA to do such disclosure as per the specific requirements.
- 1.5.1.2. Any attempt by a Bidder to influence OREDA's decision in the evaluation of the Bids or issuance of Work Order may result in the rejection of its Bid.
- 1.5.1.3. Notwithstanding ITB Clause 1.5.1.2, from the time of Bid opening to the time of issuance of Work Order, if any Bidder wishes to contact OREDA on any matter related to the bidding process, it may do so in writing only.

1.5.2. Clarification of Bids

- 1.5.2.1. To assist in the examination, evaluation, and comparison of the 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 hardcopy submission have been provided in order to assess the completeness of the Technical Bid.