



ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY

S-3/59, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010

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

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

e-TENDER CALL NOTICE

Notice No: 1748

Date: 10/05/2021

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for the selection of Solar Power Generator (SPG) for the development of Project under KUSUM-A scheme in Odisha on Build-Own-Operate (B-O-O) basis.

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


Chief Executive

Memo No. 1749 / OREDA

Date 10/05/2021

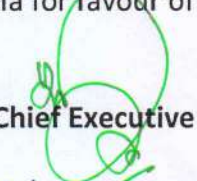
Copy forwarded to the Additional Secretary, MNRE, Govt. of India for favour of information.


Chief Executive

Memo No. 1750 / OREDA

Date 10/5/2021

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


Chief Executive

Memo No. 1751 / OREDA

Date 10/5/2021

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. 1752 / OREDA

Date 10/05/2021

Copy forwarded to the Director (Admin) / All Divisional Heads / Publicity Wing / Notice Board / Website of OREDA i.e. 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

10/5/2021



Request for Proposal (RFP) for the selection of Solar Power Generator (SPG) for the development of Project under KUSUM-A scheme in Odisha on Build-Own-Operate (B-O-O) basis

E-procurement Website: www.tenderwizard.com/OREDA

RFP No.: [1748] dated [10.05.2021]

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. Website: <http://www.oredaorissa.com>

(This page is intentionally left blank.)

Notice Inviting Tender (NIT)

NIT No.: [1748] dated [10.05.2021]

Type of bidding: Domestic Competitive Bidding (DCB)

Mode of bidding: Open bidding, Single stage two envelope, E-bidding, E-Reverse Auction (if applicable)

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for the selection of Solar Power Generator (SPG) for the development of Project under the KUSUM-A scheme in Odisha on a Build-Own-Operate (B-O-O) basis. The Power Purchase Agreement (PPA) and Model 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	10.05.2021
2.	Due date and time for receipt of pre-bid queries on the RFP	19.05.2021, Time: 1:00 PM
3.	Date and time for the pre-bid meeting through online mode only. Meeting invite link on google hangout platform: [https://meet.google.com/kuw-vbev-ugp?hs=224]	21.05.2021, Time: 11:30 AM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid	22.06.2021 Time: 5:00 PM
5.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only	24.06.2021, Time: 1:00 PM
6.	Due date and time for the opening of online Technical Bid, except Price Bid	24.06.2021, Time: 3:00 PM
7.	Due date and time for the opening of online Price Bid, applicable only for the Bidders whose online Technical Bids shall be responsive	To be intimated later
8.	Due date and time for E-Reverse Auction as per the terms of the RFP, if applicable, only for the Bidders whose Price Bids will be responsive	To be intimated later

The RFP providing requisite details about the bidding process shall be made available on the E-procurement Website (<http://www.tenderwizard.com/OREDA>) on or before the due date mentioned above. The RFP will also be made available on the OREDA Website (<http://www.oredaorissa.com>) for viewing purposes only. The Bidders may write to OREDA at the email id 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 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

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. [1748] dated [10.05.2021] 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 to prepare 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 Project.
4. OREDA reserves all the right to extend the timelines mentioned in the Schedule of Events of NIT by issuing Corrigendum from time to time in the interest of the Project.
5. While the 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
AC	:	shall mean Alternating Current
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">• controls, or• is controlled by, or• is under common control with, a company developing a Project or a Member in a Consortium/ JV developing a Project; and control means ownership by one company of at least 50% (fifty percent) of the voting rights of the other company
Aggregate Capacity	:	shall mean the sum of all capacities received from the Bidders at a specific 33/11 kV substation
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 RFP hereto, the standard set forth in this RFP here to, shall be deemed to be the standards under Applicable Laws
Appropriate Discom	:	shall mean the Discom having the substation located within its jurisdiction and the name of the Discoms in Odisha are given below: <ul style="list-style-type: none">• Tata Power Central Odisha Distribution Limited (TPCODL)• Tata Power Western Odisha Distribution Limited (TPWODL)• Tata Power Southern Odisha Distribution Limited (TPSODL)• Tata Power Western Odisha Distribution Limited (TPNODL)
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
BDS	:	shall mean Bid Data Sheet
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
Bidder	:	shall mean the 'Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA setting up the Project on their own lands' or the 'Developer' setting up the Project on the lands of Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA' Note: It is clarified that the land under this scheme shall belong to either of Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA. In case the land belongs to someone other than Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA, then such a Bidder cannot participate under this RFP.
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
"COD" or "Commercial	:	shall mean actual commercial operation date of the Project

Definitions and abbreviation	:	Description
Operation Date		
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
Consortium/ Joint Venture (JV)	:	shall mean a group of two (2) or more Entities who will submit their Bid under this RFP
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
Developer	:	shall mean <ul style="list-style-type: none"> • company registered under The Indian Companies Act, 1956/ 2013; or • partnership firm registered under The Indian Partnership Act, 1932; or • sole proprietorship firm under the relevant laws in India; <p>setting up the Project on the lands of Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA</p>
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the effective date as mentioned in the PPA
Entity	:	shall mean the entity incorporated under the relevant acts in India (as applicable) and can be either a company or a partnership firm or a sole proprietorship firm or Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean www.tenderwizard.com/OREDA
Equipment	:	shall mean the solar photovoltaic modules, inverters, transformers, transmission lines, etc. used in developing the Project
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 <p>(i) a company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company or;</p> <p>(ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company or;</p> <p>(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;</p> <p>(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;</p> <p>(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.;</p> <p>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 SPG developing the Project</p>

Definitions and abbreviation	:	Description
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 in AC terms
kWp	:	shall mean kilo Watt peak in DC terms
Lead Member	:	shall mean the lead member of the Consortium/ JV, who has more than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as the lead member of the Consortium/ JV by the Other Members of the Consortium/ JV to represent them in the Bid, as per the terms of the RFP
Letter of Award or LoA	:	shall have the meaning ascribed to it in ITB Clause 1.6.2.1
LLA	:	shall mean the Model Land Lease Agreement
Month	:	shall mean a calendar month
NIT	:	shall mean Notice Inviting Tender
Notified Capacity	:	shall mean the notified capacity as mentioned in Annexure Clause 5.7
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 http://oredaodisha.com/
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean ceoreda@oredaorissa.com
Other Members	:	shall mean the other member(s) of the Consortium/ JV, who have less than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as Other Members of the Consortium/ JV that will support the Lead Member of the Consortium/ JV to represent them in the Bid
Parent	:	shall mean a company, which holds not less fifty-one percent (51%) equity either directly or indirectly in the SPG developing the Project
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
Pre-fixed Levelized Tariff	:	shall mean the pre-fixed levelized tariff of 3.08 INR per kWh as determined by OERC
Project	:	shall mean the solar photovoltaic power project to be developed by the SPG, including the transmission infrastructure injecting power to the concerned substation of the Appropriate Discom
Project Site	:	shall mean the land on which the SPG will develop the Project
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/ Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency;
PV	:	shall mean Photo Voltaic
QR	:	shall mean Qualification Requirement
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

Definitions and abbreviation	:	Description
Solar Power Generator or SPG	:	shall mean the Successful Bidder signing the PPA with GRIDCO
Successful Bidder	:	shall mean the Bidder to whom OREDA will issue the LoA
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
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
Year	:	shall mean the calendar year

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.

Table of Contents

Notice Inviting Tender (NIT)	2
Disclaimer	3
Exhibit	4
Definitions.....	4
Interpretation	7
1. Instruction to Bidders (ITB)	9
1.1. General.....	9
1.2. Contents of the RFP.....	10
1.3. Preparation of Bids.....	11
1.4. Submission and Opening of Bids	16
1.5. Evaluation and Comparison of Bids	17
1.6. Signing of Power Purchase Agreement.....	20
2. Bid Data Sheet (BDS)	23
2.1. Specific provisions of ITB.....	23
3. Scope of Work (SOW)	26
3.1. About the Project.....	26
3.2. Roles and Responsibilities	26
3.3. Timelines	29
4. Qualification Requirement (QR)	30
4.1. General Qualification Requirement.....	30
4.2. Specific Qualification Requirement	31
4.3. Financial Qualification Requirement	31
5. Annexure	32
5.1. Bid Forms – Technical Bid	32
5.2. Bid Forms – Price Bid	50
5.3. PPA and LLA.....	53
5.4. Pre-bid Form	53
5.5. MNRE technical standards.....	54
5.6. Consortium/ JV Agreement.....	57
5.7. List of the 33/11 kV Discom substations	60

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 Model Land Lease Agreement (LLA) that forms an integral part of this RFP. Such a Bidding Document shall be published on the E-procurement Website. Such a Bidding Document shall also be uploaded on OREDA Website, but only for viewing purposes.
- 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 the actions of other Party improperly;
 - e) "Obstructive Practice" means
 - i. deliberately destroying, falsifying, altering, or concealing of evidence material to OREDA's investigation;
 - ii. making false statements to investigators 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