

- 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, before 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 is to clarify issues and 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 the disqualification of a Bidder.
- 1.2.2.5. The Bidder is advised to visit and examine the Project Site and its surroundings to obtain all information necessary for the preparation of the Bids, as applicable. The cost of visiting the Project 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 Project Site for 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 visit to the Project Site.

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 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 and 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 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 Bidding Document's terms and conditions. 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 (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.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).</p>
Bid Form 2 (Summary of the Technical Bid)	<p>Copy of the “Summary of the Technical Bid” duly signed by the Authorized Signatory and stamped by the Bidder along with the required attachments as given therein.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).</p>
Bid Form 3 (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>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit their Power of Attorney issued by their respective Companies.</p> <p>This is a mandatory submission for all the Bidders, except a Bidder participating as an Individual Farmer and Group of Farmers, and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).</p> <p>The Individual Farmer and Group of Farmers shall provide the copy of the PAN under Bid Form 3 as an alternative to the Power of Attorney.</p>
Bid Form 4 (Financial Qualification)	<p>Copy of the “Financial Qualification” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification as given in QR Clause 4.3.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for the Bidder participating as a Developer only and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).</p>
Bid Form 5 (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>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).</p>
Bid Form 6 (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,</p>

Bid Form	Particulars
	<p>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>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).</p>
Bid Form 7 (Undertaking for Indigenouslyness)	<p>Copy of the “Undertaking for Indigenouslyness” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use all the Equipment in this Project are indigenously and Made in India, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).</p>
Bid Form 8 (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>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).</p>
Bid Form 9 (Quality Assurance)	<p>Copy of the declaration of “Quality Assurance” of the Bidder as given in QR Clause 4.2.2.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission for the Bidder participating as a Developer only and shall be submitted as per the requirements given in Bid Form 9 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 (Application Fee)	<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 “Application Fee” issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha. In case of an online transfer using RTGS/ NEFT, the original hard copy is required to be submitted.</p> <p>This shall be a non-refundable fee. This shall be payable by all the Bidders.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</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	Particulars
Bid Form 2 (Bid Security)	<p>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 an online transfer using RTGS/ NEFT, the original hard copy is required to be submitted.</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 the 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 mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</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>

1.3.3.4. The online submission of the Price Bid shall comprise the following :

Bid Form	Particulars
Bid Form 10 (Price Bid)	<p>Copy of the “Price Bid” duly filled by the Bidder as per the Microsoft excel based format.</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p> <p>This is a mandatory submission and shall be submitted in Microsoft Excel (xls. or .xlsx) format only as per the sample format given in Bid Form 10 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 (Covering Letter of Technical Bid)”** 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 10.

1.3.4.2. The Bid prices in the Price Bid shall be made on the Project Site basis, which means that the Bidder shall be responsible for bringing all Equipment to be used in this Project at the Project 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 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 2 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 a 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 sixty (60) 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 sixty (60) 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 online to OREDA through E-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum. The hard copies of the Bids must be submitted at OREDA's Office Address 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 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 Bid 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. Technical 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.

1.5. 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 signing of PPA 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 to evaluate the Bids or signing of PPA 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 signing of PPA, 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 clarify 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 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 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 examining 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. Online Price Bid opening

- 1.5.6.1. The Price Bids shall be opened online after completing the Technical Bids' evaluation by OREDA for all the responsive Bidders. OREDA shall open the online Price Bids on the E-procurement Website without disclosing the Bidders' name on the public domain. It shall be the responsibility of OREDA to keep the Bidders' name confidential for the Bids received against each 33/11 kV substation as per the list provided in Annexure Clause 5.7.
- 1.5.6.2. The Price Bids will be evaluated based on the Bidders' expression of interest for the 33/11 kV substations. OREDA shall check the Price Bids' completeness as per the RFP instructions and the Price Bid specifically.
- 1.5.6.3. After evaluation of Price Bids by OREDA, a list of the Bidders will be prepared for each 33/11 kV substation to calculate the Aggregate Capacity received at a specific 33/11 kV substation against the Notified Capacity of that specific 33/11 kV substation.
 - a) In case the Aggregate Capacity offered by the Bidders at a specific 33/11 kV substation is less than or equal to the Notified Capacity of that specific 33/11 kV substation, then the Bidders will be listed as the (Successful Bidder)_{w/o E-RA} with a PPA Tariff equal to the Pre-fixed Levelized Tariff.
 - b) In case the Aggregate Capacity offered by the Bidders at a specific 33/11 kV substation is more than the Notified Capacity of that specific 33/11 kV substation, then the E-Reverse Auction route will be followed to select the list of (Successful Bidder)_{with E-RA} as per the procedure mentioned in ITB Clause 1.5.7.
- 1.5.6.4. The selection of Successful Bidder, under this RFP, shall be as per ITB Clause 1.5.9.

1.5.7. Online E-Reverse Auction

- 1.5.7.1. Pursuant to ITB Clause 1.5.6.3 b), the Pre-fixed Levelized Tariff will be the ceiling tariff at the start of the E-Reverse Auction process. The Bidders shortlisted for the E-Reverse Auction can reduce their tariffs less than the Pre-Fixed Levelized Tariff to arrive at the PPA Tariff.

- 1.5.7.2. OREDA will publish the 33/11 kV substation-wise schedule (date and time) to conduct the E-Reverse Auction at least twenty-four (24) hours before the event. It shall be the Bidders' responsibility to track the notices on E-Reverse Auction on OREDA Website and E-Procurement Website. In no case, OREDA shall be responsible in case the Bidder misses out on seeing any notices on E-Reverse Auction.
- 1.5.7.3. The shortlisted Bidders for E-Reverse Auction will be able to login into the E-procurement Website fifteen (15) minutes before the start time of the E-Reverse Auction.
- a) The 'initial auction period' will be for a period of thirty (30) minutes.
 - b) An auto extension shall be made for another eight (8) minutes from the 'scheduled closing time of the initial auction period'.
 - c) If any Bidder quotes a tariff less than the lowest tariff in the auction floor during the last eight (8) minutes of the 'initial auction period'.
 - d) The auto extension of eight (8) minutes will be termed as 'auto extended auction period'.
 - i. If any Bidder quotes a tariff less than the lowest tariff in the auction floor during the 'auto extended auction period', then a new auto extension shall be made for eight (8) minutes from the 'scheduled closing time of the extended auction period' and so on.
 - ii. If any Bidder does not quote a tariff less than the lowest tariff in the auction floor during the 'auto extended auction period', then the E-Reverse Auction process will get automatically closed.
 - e) The minimum decrement value for tariff shall be in the multiples of 0.01 INR per kWh.
 - f) The Bidders can only quote any value lower than the lowest tariff quoted by any Bidder. However, at any stage, a Bidder cannot increase its tariff or match the lowest tariff. The Bidders can quote a valid bid by quoting a tariff lower than the lowest tariff quoted by any Bidders on a real-time basis on the auction floor.
 - g) The Bidder shall not have the option of changing the Project capacity while quoting the tariff during E-Reverse Auction.

1.5.8. Ranking of Bidder and preparation of list for (Successful Bidder)with E-RA after the completion of online E-Reverse Auction

- 1.5.8.1. The list containing the ranking of the (Successful Bidder)^{with E-RA} for each 33/11 kV substation will be prepared based on the following principle:
- a) First preference: The Bidders will be ranked in the ascending order of the tariffs from L1, L2, L3, L4, and so on for the tariffs quoted less than the Pre-fixed Levelized Tariff at the end of the E-Reverse Auction.
 - b) Second preference: The Bidders not reducing their tariffs less than the Pre-fixed Levelized Tariff after the E-Reverse Auction will be ranked based on the following principle until the allocation of the Notified Capacity of the specific 33/11 kV substation, as the case may be.
 - i. First preference: The Bidders submitting their Bids as the Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA developing the Projects on their land.
 - In case of a tie, the first preference will be given to the Individual farmers/ group of farmers/ cooperatives/ panchayats/ FPO/ WUA quoting for a relatively higher capacity. For example, a Bidder quoting for 2 MW will get a preference in the ranking than a Bidder quoting for 1 MW.
 - In case of a further tie, a draw of lots will be made.

- ii. Second preference: The Bidders submitting their Bids as the Developer developing the Projects on the lands of Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA
 - In case of a tie, the first preference will be given to the Developer quoting for a relatively higher capacity. For example, a Bidder quoting for 2 MW will get a preference in the ranking than a Bidder quoting for 1 MW.
 - In case of a further tie, a draw of lots will be made.

1.5.8.2. In case a Bidder is allocated with a partial residual capacity as compared to the quoted capacity, then the Bidder will be given an option to either accept or reject the offer within a maximum time period of 24 hours from the time of intimation of the results through email after the completion of E-Reverse Auction process. In such a case, the Bidder will send an email to OREDA's Official Email Id for confirmation. In such cases, the Bidder's failure to reject the offer shall not lead to the forfeiture of the Bid Security.

1.5.8.3. OREDA shall prepare the final list of (Successful Bidder)^{with E-RA}.

1.5.9. Ranking of Bidder and preparation of list for (Successful Bidder)^{w/o E-RA}

1.5.9.1. The list containing the ranking of the (Successful Bidder)^{w/o E-RA} for each 33/11 kV substation will be prepared based on the following principle:

- a) First preference: The Bidders submitting their Bids as the Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA developing the Projects on their land.
 - i. In case of a tie, the first preference will be given to the Individual farmers/ group of farmers/ cooperatives/ panchayats/ FPO/ WUA quoting for a relatively higher capacity. For example, a Bidder quoting for 2 MW will get a preference in the ranking than a Bidder quoting for 1 MW.
 - ii. In case of a further tie, a draw of lots will be made.
- b) Second preference: The Bidders submitting their Bids as the Developer developing the Projects on the lands of Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA
 - i. In case of a tie, the first preference will be given to the Developer quoting for a relatively higher capacity. For example, a Bidder quoting for 2 MW will get a preference in the ranking than a Bidder quoting for 1 MW.
 - ii. In case of a further tie, a draw of lots will be made.

1.5.9.2. OREDA shall prepare the final list of (Successful Bidder)^{w/o E-RA}.

1.5.10. Selection of Successful Bidder

1.5.10.1. OREDA has provisioned for an allocation of a maximum capacity of 500 MW under this RFP.

1.5.10.2. OREDA shall combine a list containing (Successful Bidder)^{with E-RA} and (Successful Bidder)^{w/o E-RA}. In any case, the list of Bidders under (Successful Bidder)^{with E-RA} will get a preference over the list of Bidders under (Successful Bidder)^{w/o E-RA}.

1.5.10.3. The Successful Bidders will be awarded the PPA Tariffs equal to the tariffs discovered at the end of the E-Reverse Auction or the Pre-fixed Levelized Tariff, as the case may be.

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

1.5.11.1. 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 signing of PPA, 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.

1.6. Signing of Power Purchase Agreement