



ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY

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

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

e-TENDER CALL NOTICE

Notice No: 3971

Date: 31.12.2021

Tender is invited through e-tender portal from eligible bidders for Design, Engineering, Supply, Installation, Testing and Commissioning of Rooftop Solar Power System (RSPS) and Solar Street Lighting System (SLS) along with Comprehensive Maintenance for Five (5) years at 50 Odisha Aadarsha Vidyalaya premises across 10 district(s) in Odisha.

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. 3972/OREDA

31/12/2021
Date 31.12.2021

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


Chief Executive

Memo No. 3973/OREDA

31/12/2021
Date 31.12.2021

Copy forwarded to the Principal Secretary, School and Mass Education Department, Govt. of Odisha for favour of information.


Chief Executive

31/12/2021

Memo No. 3974 / OREDA

Date 31.12.2021


Copy forwarded to the State Project Director, OAV, N-1/19, Nayapali, Po: Sainik School, Bhubaneswar-751001, Unit-V, Shikha Soudha, Bhubaneswar-751001 for kind information.


Chief Executive

Memo No. 3975 / OREDA

Date 31.12.2021

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. ⁽⁷⁾3976 / OREDA

Date 31.12.2021

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

31/12/2021



Design, Engineering, Supply, Installation, Testing and Commissioning of Rooftop Solar Power System (RSPS) and Solar Street Lighting System (SLS) along with Comprehensive Maintenance for Five (5) years at 50 Odisha Aadarsha Vidyalaya premises across 10 district(s) in Odisha

NIT no.:3971, Dated: 31.12.2021

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://oredaodisha.com/>

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Notice Inviting Tender (NIT)

NIT no.:3971, Dated: 31.12.2021

Type of bidding: Domestic Competitive Bidding (DCB)

Mode of bidding: Open bidding, Single stage two envelope, E-bidding

Odisha Renewable Energy Development Agency (OREDA) invites e-tender for Design, Engineering, Supply, Installation, Testing and Commissioning of Rooftop Solar Power System (RSPS) and Solar Street Lighting System (SLS) along with Comprehensive Maintenance for Five (5) years at 50 Odisha Aadarsha Vidyalaya premises across 10 district(s) in Odisha.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of NIT on E-procurement Website and OREDA Website	31.12.2021
2.	Date and time of Pre-bid Meeting through virtual mode https://meet.google.com/rsi-frmu-qxx?hs=224	04.01.2022, Time: 11.30 AM
3.	Due date and time for submission of online copies of Technical Bid and Price Bid	19.01.2022, Time: 5:00 PM
4.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only	21.01.2022, Time: 1:00 PM
5.	Due date and time for the opening of Technical Bid for both online copies and hard copies, except Price Bid	21.01.2022, Time: 3:00 PM
6.	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

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

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.

-Sd-

Chief Executive

Disclaimer

To whomsoever it may concern, kindly note the following:

1. This NIT is meant for the exclusive purpose of bidding against this NIT 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 NIT, the Bidder shall satisfy itself that the NIT 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 NIT is complete in all respects and has been accepted by the Bidder.
3. OREDA reserves all the right to modify, amend, or supplement this NIT 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 NIT 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 NIT, 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
Acceptance	:	shall mean acceptance of the Project and when the Acceptance Certificate is issued to the Successful Bidder and as per the meaning ascribed to it in SOW Clause 3.2.1.6
Acceptance Certificate	:	shall mean formal acceptance of the Project by OREDA by issuing an Acceptance Certificate, as per the meaning ascribed to it in SOW Clause 3.2.1.6
ACDB	:	shall mean Alternating Current Distribution Board
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Additional Performance Security	:	shall have the meaning ascribed to it in BDS Clause 2.1.3
Amendment	:	shall have the meaning ascribed to it in GCC Clause 5.1.2
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 Work Order hereto, the standard set forth in this Work Order hereto, 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
CEA	:	shall mean Central Electricity Authority
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 Report	:	shall have the meaning ascribed to it in Appendix Clause 7.5.4 and Appendix Clause 7.6.4
Commissioning	:	shall have the meaning ascribed to it in SOW Clause 3.2.2.4
Construction Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
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
Defect Liability	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Defect Liability Period	:	shall have the meaning ascribed to it in GCC Clause 5.5.3
Delay Liquidated Damage	:	shall have the meaning ascribed to it in GCC Clause 5.5.1
Department	:	shall mean the user department for which the Project will be developed
Detailed Workplan	:	shall have the meaning ascribed to it in GCC Clause 5.4.2.2
DISCOMs	:	shall mean Distribution Companies in Odisha
DRDA	:	shall mean District Rural Development Agency

Definitions and abbreviation	:	Description
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the date of issuance of the Work Order
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean www.tenderwizard.com/OREDA
Equipment	:	shall have the meaning ascribed to it in SOW Clause 3.2.1.2 and SOW Clause 3.2.2.2
Estimated Cost	:	shall mean the cost of the Project estimated by OREDA and shall have the meaning ascribed to it in ITB Clause 2.1.3
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
FOR	:	shall mean Freight on Road
GCC	:	shall mean General Conditions of Contract
Generation Meter	:	shall have the meaning ascribed to it in Annexure Clause 7.5.1.13
Government	:	shall mean Government of India or Government of Odisha, as applicable
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.
Initial Capex	:	shall have the meaning as per the formula provided in Annexure Clause 7.2.2
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
Month	:	shall mean a calendar month
Net Meter	:	shall have the meaning ascribed to it in Annexure Clause 7.5.1.12
NIT	:	shall mean Notice Inviting Tender
CMC	:	shall mean Comprehensive Maintenance Contract
CMC Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
Mini Grids	:	shall mean any solar photovoltaic system with capacity lower than 100 kWp per system implemented for the sole purpose of mini grids
OAV	:	shall mean Odisha Aadarsha Vidyalaya
OBC	:	shall mean Other Backward Class
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
PKI	:	shall mean Public Key Infrastructure
Project Manager	:	shall have the meaning ascribed to it in GCC Clause 5.4.1.2
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
NIT	:	shall mean Notice Inviting Tender
RSPS	:	shall mean Rooftop Solar Power System

Definitions and abbreviation	:	Description
SC	:	shall mean Scheduled Caste
SCC	:	shall mean Special Conditions of Contract
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work
SLS	:	shall mean the Street Lighting System
ST	:	shall mean Scheduled Tribe
Successful Bidder	:	shall mean the Successful Bidder who is awarded the Work Order
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;
TDS	:	shall mean Tax Deduction at Source
Technical Specification	:	shall have the meaning ascribed to it in Appendix Form 1 under Annexure Clause 7.5.1 and Appendix Form 1 under Annexure Clause 7.6.1
Capex	:	shall mean the final price considered in the Work Order
UTR	:	shall mean Unique Transaction Reference number
Work Order	:	shall have the meaning ascribed to it in ITB Clause 1.6
Year	:	shall mean the calendar year

Interpretation

In the Bidding Document and Work Order, 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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1. Instruction to Bidders (ITB)

Section 1 (ITB) provides a general overview and contents of NIT along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of Letter of Intent and Work Order, etc. Section 1 (ITB) shall be read in conjunction with Section 2 (BDS) and other provisions listed therein, shall be a complete document expressing all terms and conditions. In case of any interpretation issues, Section 2 (BDS) including any associated Addendum, Corrigendum and Clarification will supersede Section 1 (ITB).

1.1. General

1.1.1. Scope of NIT

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