



ODISHA POWER GENERATION CORPORATION LIMITED
(A Government Company of the State of Odisha)

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NOTICE INVITING TENDER

NIT NO. OPGC/SOLAR/EPC, DATE: 25 August 2025

**REQUEST FOR PROPOSAL (RFP) FOR “EPC OF 50MW_{AC} SOLAR PV
POWER PLANT” AT IBTPS OF OPGC, JHARSUGUDA, ODISHA**

OPGC invites proposals for “EPC of 50MW_{AC} solar PV power plant” at IBTPS, OPGC, Jharsuguda, Odisha on single stage-two envelope, domestic competitive bidding basis” through online e-Tender portal <https://www.mstcecommerce.com/eprocn>.

RFP document providing the brief scope of work, qualification requirement, bidding conditions, bidding schedule, detail conditions of participation, formats and draft contract with appendices is available for download from the OPGC website www.opgc.co.in & e-Tender portal <https://www.mstcecommerce.com/eprocn>.

For further information, please contact GM- Contracts at contracts.corp.solar@opgc.co.in

-Sd-

General Manager- Contracts



REQUEST FOR PROPOSAL
FOR
ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC)
OF
50MW_{AC} SOLAR PV POWER PLANT PROJECT
ON
EARTH CAPPED ASH POND-B
AT
IB THERMAL POWER STATION, BANHARPALI, JHARSUGUDA, ODISHA

BID IDENTIFICATION NO.: OPGC/SOLAR/EPC/25AUG2025

DATE: [25TH AUGUST 2025]

ODISHA POWER GENERATION CORPORATION LIMITED

(A Government Company of the State of Odisha)

CIN: U40104OR1984SGC001429

Regd. Office: Zone A, 7th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar, Odisha 751023, INDIA.

DISCLAIMER

The information contained in this Request for Proposal ("RFP") or provided subsequently to the Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Owner or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Owner to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP. This RFP includes statements, which reflect various assumption, assessments arrived at by the Owner in relation to the Project. Such assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of satisfactory requirements and should not be regarded as a complete or authoritative statement of law. The Owner accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Owner, its employees and advisors make no representations or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP.

The Owner also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

CONTENTS

- 1.0 Instruction To Bidders (ITB)**
- 2.0 Annexure-I: Techno Commercial Proposal Formats
Price Proposal Formats**
- 3.0 Annexure-II: Draft Contract
Draft Contract Appendices**
- 4.0 Annexure-III: Technical Specifications**

INSTRUCTION TO BIDDERS

FOR

REQUEST FOR PROPOSAL

FOR

ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC)

OF

50MW_{AC} SOLAR PV POWER PLANT PROJECT

ON

EARTH CAPPED ASH POND-B

AT

IB THERMAL POWER STATION (IBTPS)

CONTENTS

| | | |
|------------|---|-----------|
| 1.0 | OPGC BACKGROUND | 7 |
| 2.0 | INVITATION TO BID | 8 |
| 3.0 | SCOPE OF WORK | 8 |
| 4.0 | QUALIFICATION REQUIREMENTS (QR) | 9 |
| 4.1. | TECHNICAL QUALIFICATION REQUIREMENT (TQR) | 9 |
| 4.2. | FINANCIAL QUALIFICATION REQUIREMENT (FQR) | 10 |
| 4.3. | GENERAL QUALIFICATION REQUIREMENT (GQR) | 11 |
| 4.4. | QUALIFICATION ROUTE | 11 |
| 5.0 | BIDDING PROCESS | 13 |
| 5.1. | PROCESS IN BRIEF | 13 |
| 5.2. | BIDDING TIMELINE | 13 |
| 5.3. | PRE-BID MEETING | 13 |
| 5.4. | COLLECTION OF RFP DOCUMENT | 13 |
| 5.5. | EXEMPTIONS | 14 |
| 6.0 | PROPOSAL SUBMISSION | 14 |
| 6.1. | BID SECURITY | 15 |
| 6.2. | TECHNO COMMERCIAL PROPOSAL AND PRICE PROPOSAL PREPARATION | 16 |
| 6.3. | TECHNO-COMMERCIAL PROPOSAL AND PRICE PROPOSAL VALIDITY | 17 |
| 6.4. | PRICE PROPOSAL - TAXES AND DUTIES | 18 |
| 6.5. | EXTENSION OF PROPOSAL SUBMISSIONS DATE | 18 |
| 7.0 | PROPOSAL EVALUATION PROCESS | 18 |
| 7.1. | TECHNO COMMERCIAL PROPOSAL EVALUATION | 18 |
| 7.1.1. | RESPONSIVENESS | 18 |
| 7.1.2. | QUALIFICATION REQUIREMENTS | 19 |
| 7.1.3. | TECHNO-COMMERCIAL EVALUATION | 19 |
| 7.1.4. | PRICE DETERMINATION PROCESS AND SELECTION OF PREFERRED BIDDER | 19 |
| 7.2. | CONTRACT AWARD | 20 |
| 8.0 | GENERAL BIDDING GUIDELINES AND INSTRUCTION TO BIDDERS | 20 |
| 8.1. | SITE VISIT AND INSPECTION PRIOR TO PROPOSAL SUBMISSION | 20 |
| 8.2. | BIDDERS' DUE DILIGENCE COMPLETE | 21 |
| 8.3. | REQUESTS FOR CLARIFICATIONS AND PRE-BID MEETING | 22 |
| 8.4. | AMENDMENTS | 22 |
| 8.5. | MODIFICATION AND WITHDRAWAL OF BIDS | 22 |
| 8.6. | DEVIATIONS | 23 |
| 8.7. | FALSE OR MISLEADING CLAIMS | 23 |
| 8.8. | RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSAL OR TO ANNUL THE BIDDING PROCESS | 23 |

| | | |
|-------------|--|-----------|
| 8.9. | BIDDING COST, PROPOSAL OWNERSHIP & SIGNATURE OF BIDDER..... | 23 |
| 8.10. | LANGUAGE..... | 24 |
| 9.0 | EXECUTION OF CONTRACT | 24 |
| 10.0 | ETHICS, COMPLIANCE, INTEGRITY PACT, CONFLICT OF INTEREST AND BANNING | 24 |
| 10.1. | ETHICS, COMPLIANCE, INTEGRITY PACT | 24 |
| 10.2. | CONFLICT OF INTEREST..... | 25 |
| 10.3. | BANNING | 25 |
| 11.0 | CONFIDENTIALITY | 25 |
| 12.0 | GOVERNING LAW AND ARBRITATION | 26 |
| | APPENDIX-A BRIEF SCOPE OF WORK..... | 27 |
| | APPENDIX-B BANNING/SUSPENSION/WITHHOLDING..... | 30 |
| | APPENDIX-C OPGC CONTACT DETAILS & BANK INFORMATION..... | 33 |
| | APPENDIX-D E-PROCUREMENT & E-RA TERMS AND CONDITIONS | 34 |

1.0 OPGC BACKGROUND

Odisha Power Generation Corporation Limited (“OPGC” or “Owner”), a company within the meaning of section 2(20) of the Companies Act 2013, organized under the laws of India with its registered office at Zone-A, 7th Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar – 751023, Odisha, India, was setup as a wholly owned company of the Government of Odisha (“GoO”) with the objective of establishing, operating & maintaining thermal power generating stations in the state of Odisha. In the pursuit of its objective, OPGC established IB Thermal Power Station (“IBTPS”) with two units of 210 MW each (Phase-I) in the IB Valley area of Jharsuguda district in the state of Odisha. The power plant commenced commercial operation in 1996. In addition to the Phase-I, OPGC has established the 1320 MW power project consisting of two units (namely Unit 3 and Unit 4) of 660 MW each (Stage-II), based on supercritical technology, adjacent to the Stage-I power station at the same location. As on date, the Stage-II power plant has commenced commercial operation from August 2019. Whole of 1740MW generation from all units (both Stage-I & II) are contracted to GRIDCO, the state-owned bulk power purchaser and power trading company, on the basis of a long-term power purchase agreement. As part of its capacity addition program, OPGC is now planning to establish 2x660 MW coal-based Unit 5 and Unit 6 (“Stage-III”) at IBTPS with Ultra Super Critical technology adjacent to the existing Stage-I and Stage-II plant at the above location. The Project is being developed, owned and shall be operated by the Owner.

In addition to the above, OPGC is planning to install a 50 MW_{AC} grid connected solar photovoltaic (PV) project and proposes to utilize the land parcel available on filled up Ash Pond-B which is around 130 usable acres for this project in Banharpalli village near to IBTPS.

OPGC intends to select an Engineering, Procurement and Construction (EPC) contractor for implementing the Project. The scope of work of the EPC Contractor shall be design, engineering, procure, manufacture, supply, packaging, transport, loading & unloading, construct, install, inspect, testing and commissioning the 50MW_{AC} grid connected solar PV Project along with the related grid connection work and five (5) years of Operation and Maintenance service.

The Successful Bidder, who is awarded the EPC Contract is required to perform the services thereunder, including supply of equipment and construction of the solar PV Plant, shall be referred to in the RFP as the Contractor. The Contractor shall coordinate the interface between any appointed Subcontractors and ensure that all subcontractors undertake and perform their respective services in a cooperative manner.

This RFP document essentially spells out the General instruction and conditions as follows

- Project Overview
- Scope of work
- Storage of components
- Stakeholder Obligations
- Project Warranties
- Project functional requirements
- General specifications for key components.
- Project Procedure
- Quality Assurance / Quality Control (QA/QC)
- Health & Safety, and Environmental (HSE)

Implementing the Project within the scheduled timelines shall be the key essence of EPC Contract. The Contractor should complete the Project within Fifteen (15) months (14 months and 1 month for OAT) as the Final Completion from date of Notice to Proceed (NTP).

Project Details and Brief Technical Description:

| Particular | Description |
|--|---|
| Project Name | EPC of 50MW _{AC} Solar PV Power Plant on earth capped Ash Pond-B of OPGC at IBTPS and Five (5) years O&M |
| Project Location | Earth capped Ash Pond-B which is around 130 usable acres Village: Banharpali, District: Jharsuguda, Odisha, India - 768234 |
| Technical Consultant | SgurrEnergy |
| Access to OPGC Project Site | Road- Belpahar on NH-200 is 18 km from IBTPS Rail- Belpahar on Howrah- Mumbai railway line is around 18 km from IBTPS Airport- Jharsuguda/Bhubaneswar/Kolkata/Raipur Sea Port- Paradip/Vizag |
| Geographical Coordinates for Site | Lat: 21°41'24.0"N, Long: 83°53'51.7"E |

2.0 INVITATION TO BID

With this Request for Proposal ("RFP"), through on-line Bidding process at the MSTC e-Tender portal ("e-Tender Portal") at website <https://www.mstcecommerce.com/eprocn> and on Domestic Competitive Bidding (DCB) basis, Owner invites "single stage, two part bid", Techno Commercial Proposal and Price Proposal ("Proposal (s)") from reputed, experienced parties, ("Bidder(s)"), meeting the Qualification Requirements stated in section 4 hereof, on Engineering, Procurement and Construction (EPC) for implementation of 50MW_{AC} grid connected solar PV Power Plant on earth capped Ash Pond-B of OPGC at IBTPS and Five (5) years O&M ("50 MW_{AC} Solar PV Project at IBTPS" or "50 MW Solar Project") complying with the terms and conditions stated in this RFP. The RFP consists of the following documents.

- a. **Instruction To Bidders (ITB)**
- b. **Annexure-I:** Techno Commercial Proposal & Price Proposal Formats
- c. **Annexure-II:** Draft Contract
Draft Contract Appendices
- d. **Annexure-III:** Technical Specifications of 50MW Solar Project and its Attachments

Interested Bidders should provide sufficient and relevant information demonstrating that they meet the specified qualified criteria and the evaluation criteria stated in this ITB to carry out the Scope of the Work.

3.0 SCOPE OF WORK

The scope includes but not limited to design, engineering, manufacture, shop testing & inspection, packing, supply, transportation, unloading, handling and conservation of equipment at site, complete services of construction including installation, erection, supervision, pre-commissioning, commissioning, performance testing of the 50MW_{AC} grid connected solar PV Project along with the related grid connection work and five (5) years of O&M service. A brief scope of work as defined under has been provided in this ITB for initial reference. The detailed Scope of Work shall be as per the Technical Specifications and scope defined in the Annexure-III of this RFP.

A. Brief Scope of Work

EPC of 50MW (AC) Solar PV Power Project with minimum 61MWp DC installation of solar PV modules capacity under Standard Test Conditions (STC) as per latest edition of IEC:61215 and IEC:61730 along with O&M for 5 years of the grid-connected solar photovoltaic power plant and evacuation system of power as under:

- a. 33 kV double circuit transmission lines: supply, erection and testing along with 33/220 KV

electrical bay with all equipment & transformer for evacuation from solar plant to 220kV IBTPS switchyard including connectivity with existing 220 KV system shall be in the scope of EPC Contractor.

- b. The date of Comprehensive Operation and Maintenance Contract period of the Plant shall begin on the date next to successful completion of Operational Acceptance Test (OAT).

B. Features of the Project

- a. The Solar PV Project consists of installation of solar PV modules, grid-tied inverters, inverter/power transformers, meters, control panel, HT switchgear, 33 kV switchyard and power evacuation line from Solar plant end to 220 KV Switchyard of IBTPS.
- b. Weather monitoring station (WMS), SCADA and remote web-based communication & monitoring hardware, software etc. automatic fire detection and extinguishing system etc. UPS system shall be provided.
- c. Civil and Other Non-Electrical Work: Foundations, Prefabricated Structures, Storm Water Drainage System, PV Module Cleaning System, Internal Roads, Main Gate.
- d. Communication: plant SCADA (Software based) with SCADA server having string level monitoring capabilities over remote server. Minimum Five (5) nos. License for remote monitoring shall be provided.

The design of the proposed Solar Project shall be proven, reliable, meet the requirements of the Contract and the purpose of the Project. Bidders shall exercise their own discretion in optimizing the reliability, maintainability, operational flexibility, environmental impacts, and cost impacts, while proposing a configuration of equipment that shall meet the performance guarantees, meeting the requirement and intent of the Technical Specifications.

The Scope of Work stated above for EPC of 50MW_{AC} PV Solar Plant and Grid Interconnection Works is further defined in the Appendix-A to this ITB.

4.0 QUALIFICATION REQUIREMENTS (QR)

Bidder shall meet the Technical Qualification Requirements, Financial Qualification Requirements and General Qualification Requirements stated in clause 4.1, 4.2 and 4.3 to become a Qualified Bidder.

4.1. Technical Qualification Requirement (TQR)

- a. The Bidder should have successfully completed similar works during last 7 (seven) years prior to the Proposal Submission Date as follows:
 - i. Three (3) similar completed works each costing not less than the amount equal to INR 43.0 Crores;
OR
 - ii. Two (2) similar completed works each costing not less than the amount equal to INR 53.0 Crores;
OR
 - iii. One (1) similar completed work costing not less than the amount equal to INR 86.0 Crores.

[Each similar completed work should be executed against a single contract. Bidder to submit the completion certificate with cost of completed work of respective Contract against each completed work.]

- b. One (1) of the above reference completed works (4.1.a) must have been in successful operation for at least one (1) year prior to the Proposal Submission Date.

Note:

- A. Similar work, shall be the work related to design, supply, erection, installation, testing & commissioning of Solar Photo Voltaic (SPV) grid connected power plant(s) in India. The SPV plant shall be any or all of the following installations:
 - a. Ground Mounted SPV
 - b. Roof-top SPV
 - c. Floating SPV
- B. For arriving at cost of similar completed work, the value of similar previous works executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the Proposal Submission Date.
- C. Percentage (%) share of each similar work experience in case the experience has been earned by the consortium members in a previous consortium/JV arrangement, then the proportionate value of experience in proportion to actual share of member in that Consortium/JV will be considered against eligibility of a consortium member or individual Bidder.
- D. In case of consortium arrangement (consortium consisting of only two members), the above Technical Qualification Requirement can be fulfilled in the following manner:
 - 1. In case of completion of three similar works –**
 - i. Any one consortium member can match the above requirement.
 - OR
 - ii. Both the consortium members shall collectively match the above requirement through completion of at least two works by one member and one work by other member.
 - 2. In case of completion of two similar works –**
 - i. Any one consortium member can match the above requirement.
 - OR
 - ii. Both the consortium members shall collectively match the above requirement through completion of at least one work by one member and one work by other member.
 - 3. In case of completion of one similar works –**
 - i. Any one consortium member can match the above requirement.

4.2. Financial Qualification Requirement (FQR)**4.2.1 Annual Turnover**

The average annual turnover of the Bidder, in the preceding three (3) financial years as on the Proposal Submission Date, should not be less than INR 65 Crores (Indian Rupees Sixty-Five Crores only).

In case of consortium the eligibility requirement for Average Annual Turnover shall be computed taking Average Annual Turnover of each member of consortium i.e. summation of Average Annual Turnover of each member.

4.2.2 Net Worth

Net Worth of the Bidder and individual Consortium Members should be positive as on the last day of the preceding financial year on the Proposal Submission Date.

4.3. General Qualification Requirement (GQR)

- a. Bidder and individual Consortium Members shall have valid GST and PAN details and any other statutory requirement issued by the concerned authority/government as applicable to the subject work: AND
- b. Bidder and individual Consortium Members should not be debarred by the Government of Odisha and its PSUs, Government of India and its PSUs as on the Proposal Submission Date; AND
- c. Bidder and individual Consortium Members shall comply with the latest notification(s), orders and circulars issued by the Government of India, as on Proposal Submission Date, regarding the guidelines for eligibility of bidders from a country sharing a land border with India.
AND
- d. Bidder and individual Consortium Members should not have been declared as insolvent under Insolvent and Bankruptcy Code (IBC) or proceedings of insolvency, if any or has not been initiated against them.

Notes, Definition and Explanation:

- a. Bidder shall be a company, corporation, an entity, Joint Venture Company, registered or incorporated under applicable Acts in India, engaged in the business of Power/Infrastructure.
- b. Consortium Member, each entity/member under the Consortium shall be a company, corporation, an entity, registered or incorporated under applicable Acts in India. No member of the Consortium should be a member of another entity for participating in this tender. The formation of Consortium or change in the Consortium character/ members after submission of the bid and any change in the bidding regarding Consortium will not be permitted.
- c. Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- d. Other income (revenue generated separate from main business activity) shall not be considered for arriving at annual turnover.
- e. In cases where audited results for the last financial year as on Proposal Submission Date are not available, the financial results certified by a practicing Chartered Accountant shall be submitted by the Bidder.
- f. A certificate from the practicing Chartered Accountant is required to be furnished certifying compliance with the financial criteria in the prescribed format.
- g. Party (s): means the Employer or the Contractor as the context requires and Parties means both of them.
- h. Project means EPC of 50MW_{AC} grid connected solar PV Project along with the related grid connection work on earth capped Ash Pond-B at Ib Thermal Power Station, Banharpali, Jharsuguda, Odisha with five (5) years of Operation and Maintenance service.
- i. Similar work, shall be the work related to design, supply, erection, installation, testing & commissioning of Solar Photo Voltaic (SPV) grid connected power plant(s) in India. The SPV plant shall be any or all of the following installations:
 - i. Ground Mounted SPV
 - ii. Roof-top SPV
 - iii. Floating SPV

4.4. Qualification Route

The Bidder may seek qualification from only one route as mentioned below at 4.4.1 (Direct Route) OR 4.4.2 (Consortium Route):

4.4.1 Qualification Route A (Direct Route):

The Bidder shall meet TQR, FQR and GQR stated in 4.1, 4.2 and 4.3 respectively.

4.4.2 Qualification Route B (Consortium Route)

Bidder may form a Consortium to meet the Qualification Requirements subject to the following conditions for participating in this bidding process:

- a) Entities shall:
 - i. be allowed to participate in the bidding process by forming a consortium of only two (2) members “Consortium Members”, and be the Lead Member holding at least fifty-one percent (51%) beneficial owner in the consortium wherein the other Consortium Member should have at least twenty percent (20%) beneficial owner in the consortium.
AND
 - ii. The Net Worth of individual member of the Consortium shall be positive;
- b) The lead of the Consortium Member shall be responsible during the Bidding stage.
- c) Consortium shall collectively satisfy, as a whole, the TQR and FQR.
- d) Each Consortium Member shall individually satisfy the GQR under Section 4.3.
- e) The entity shall be required to form the consortium before applying for tender which shall be evinced by submitting a copy of the Consortium agreement, POA, Board resolution and any other legal rights for extending the financial or technical qualification duly executed on Non-Judicial stamp paper of appropriate value. The Consortium agreement should contain the role and responsibility of each member, the proposed participation share of each Consortium Member, joint responsibility along with the items of work to be executed by each Consortium Member. It shall also be brought out in the consortium agreement that in case the Contract is awarded to the consortium, each Consortium Members shall be jointly and severally responsible for execution of the Contract, Compliance with contractual obligations, Meeting Performance Guarantees and upto 90 days after five (5) years O&M period.

No entity shall participate in more than one bid, whether individually or as part of a Consortium. Otherwise all such Bids will be rejected.

An entity that has been engaged by the Employer (Owner) to provide consulting services for the said project shall not be eligible to Bid.

- 4.5 In case of award, the contract agreement should be signed by each Consortium members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the Consortium. The lead member shall be authorized to receive instructions for execution of the EPC Contract. All Consortium Members will be required to furnish an on-demand contract performance security to Owner as per their respective Consortium shareholding pattern. Any subsequent breach of the successful performance of the Contract by any consortium member, then the other consortium member shall be fully responsible for the successful performance of the Contract and carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
- 4.6 The Bidders meeting the above-mentioned qualification criteria shall be considered for further evaluation. Proposals of all the Bidders not meeting the above criteria shall be rejected.

Bidders are required to provide detailed information/supporting documents with respect to compliance with the above criteria. Owner reserves the right to seek additional information if required.

5.0 BIDDING PROCESS

5.1. Process in Brief

The Bidders meeting the Qualification Requirement specified under section 4.0 are required to submit their Techno-Commercial Proposal and Price Proposal to Owner as per the Bidding Timeline specified under section 5.2. First, Techno-Commercial Proposal will be opened.

The Techno-Commercial Proposal will then be evaluated for responsiveness and compliance with the Qualification Requirement and other techno-commercial requirement. The Bidders meeting Qualification Requirement and satisfying the techno commercial requirements will be declared as Qualified Bidder. Owner reserves its right to reject the Techno Commercial Proposal submitted by the Bidders, who have taken deviations to Technical Specifications, completion schedule, Contract and RFP conditions.

The Price determination process shall commence thereafter as detailed in Section 7. Based on the outcome of the price determination process Successful Bidder will be declared in accordance with terms of the RFP and notice of award will be issued for execution of the contract.

5.2. Bidding Timeline

| Particulars | Date (Tender Timeline) |
|---|--|
| Issuance of NIT in News Papers and RFP web hosting | 25 th August 2025 |
| Start of downloading of RFP documents | 25 th August 2025 |
| Site Visit | 10 th September 2025 |
| Last date for receipt of Bidder's query | 11 th September 2025 |
| Pre- Bid Meeting | 12 th September 2025 at 11:00 Hrs. (IST) |
| Last Date of Distribution of Owner's written response to Bidders' questions, if any | 8 th October 2025 |
| Proposal Submission Date (Techno Commercial Proposal & Price Proposal) | 15 th October 2025 by 18:00 Hrs. (IST) |
| Opening of Techno Commercial Proposals | 16 th October 2025 at 12:30 Hrs. (IST) |
| Opening Price Proposals | To be informed |

If any of the above dates or further extension dates fall on Holiday or non-working day as defined in the e-Procurement Portal, then the same is to be rescheduled to the next working day.

5.3. Pre-Bid Meeting

OPGC may arrange a Pre-Bid meeting amongst all interest Bidders, if any important clarification needs to be addressed by Owner. The interested parties are required to send their queries, if any, on the RFP by e-mail to authorized person at contracts.corp.solar@opgc.co.in.

5.4. Collection of RFP Document

The Bidders may download the RFP from OPGC website www.opgc.co.in and from the e-Tender Portal at <https://www.mstcecommerce.com/eproc> as per the specified schedule. The tender is

invited under e-tendering process. Further it shall submit the non-refundable tender fee **INR 35,400/-** (Indian Rupees Thirty-Five Thousand Four Hundred Only) including applicable GST in form of Demand Draft issued from scheduled commercial bank in favor of “Odisha Power Generation Corporation Limited” payable at Bhubaneswar, Odisha or through online transfer (NEFT/RTGS) before Proposal Submission Date to OPGC bank account as mentioned in the Appendix-C to ITB. Interested Bidder must pay and prepare the DD before Bid Submission Date & Time and submit the original DD to OPGC as offline submission in a separate sealed envelope strictly before the Bid Opening Date & Time, otherwise Bid stands summarily rejected. This is in addition to uploading of the scanned copy of the DD in online portal.

Proposal not accompanied by the requisite offline Tender Fee submission within the stipulated timeline shall not be entertained and in such case, Proposal will be outrightly rejected.

The Bidders, who had deposited the tender fee and collected the RFP documents against the earlier RFP vide “BID IDENTIFICATION NO.: OPGC/SOLAR/EPC/05NOV2024 issued on 5th November 2024”, will be exempted from paying the said non-refundable tender fee again, if they want to participate under the same Bidder’s name (as a single entity).

Techno Commercial Proposal not accompanied by the requisite Tender Fee **or** Techno Commercial Proposal not accompanied by adequate Bid Security will not be entertained and in such case **whole Proposal will be rejected**.

The Techno Commercial Proposals submitted without Tender Fee/ Bid Security as above shall be rejected and shall not be considered for this bidding process and for further evaluation.

Proposals of all the Bidders not meeting the RFP compliance shall be rejected. Bidders are required to provide detailed information/supporting documents with respect to compliance. Owner reserves the right to seek additional information/clarification/explanation wrt the document submission, if required.

5.5. Exemptions

MSMEs are eligible to get the benefit of exemption from payment of Bid Security & Bid Processing Fee, provided the participating Bidders are registered as MSME under the classification of “Electric power generation using solar energy”. In order to avail the exemption in Bid Security & Bid Processing Fee in case of consortium, all the consortium members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.

6.0 Proposal Submission

OPGC intends to conduct a competitive bidding process for “EPC of 50MW_{AC} Solar PV Plant at IBTPS”. Bidders are required to submit their Proposals as follows.

A. TECHNO-COMMERCIAL PROPOSAL

Details to be submitted as per the format identified as Annexure-I to the ITB, Bid Security as per Appendix-A, Covering Letter as per Appendix-B and Submissions as per Appendix-C to I with all supporting documents along with Unpriced copy of Price Proposal format of the Annexure-I, ITB.

B. PRICE PROPOSAL

Details to be submitted as per the format identified as Appendix-J of the Annexure-I, ITB.

Bidder shall submit and upload their proposal (containing both Techno-Commercial & Price proposals) on-line Bidding process at the MSTC e-Tender portal ("**e-Tender Portal**") at website <https://www.mstcecommerce.com/eprocn> as per the requirement.

Hard copy documents in original of Tender Fee Demand Draft if paid by DD, Bid Security Instrument: Insurance Surety Bond/Bank Guarantee/Demand Draft/Fixed Deposit Receipt, Power of Attorney, Integrity Pact and Notarized Consortium Agreement (if applicable) shall be submitted, with clearly sealed, superscribed with tender name and indicating Bidder's name & address, to following address before Proposal Opening Date & Time. Owner will not be held responsible for any delay or loss or damage of bid documents during transit and in such events the bid stands rejected summarily. If above hard copy documents are not received before due date and time of the bid opening, it shall be declared non-responsive.

GM- Contracts

Odisha Power Generation Corporation Limited
Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur,
Bhubaneswar -751023, Odisha, INDIA

6.1. Bid Security

- a. Bidder shall furnish the Bid Security of an amount of INR 2,50,00,000 (Indian Rupees Two Crores Fifty Lakhs only) in the form of online payment in favour of OPGC or Account Payee Demand Draft (DD) in favour of OPGC or Fixed Deposit Receipt (FDR) in favour of OPGC or an irrevocable, unconditional and enforceable Insurance Surety Bond (ISB) from an Insurer or an irrevocable, unconditional and enforceable Bank Guarantee (BG) from a **scheduled commercial bank having a branch in Bhubaneswar and acceptable to OPGC** as per the formats specified in Appendix-A of the Annexure-I, ITB and acceptable to OPGC. Bidders are advised to confirm the acceptability of the bank with the Owner before issuance of the Bid Security.
- b. The Bid Security in the form of Insurance Surety Bond/Bank Guarantee/Fixed Deposit Receipt shall be valid for a period of at least 180 days from the Proposal Submission Date as notified by OPGC and shall have additional claim period of one (1) year, beyond the validity period.
- c. Non-submission of requisite Bid Security shall not be considered for further opening of the Techno Commercial Proposal. Submission of Bid Security of inadequate value and/or validity will not be acceptable and in such case Proposal submission of such Bidder shall be rejected. The Bid Security ISB/BG/DD/FDR/online payment will be verified by OPGC with the concerned issuing Insurer/Bank and if any discrepancy is found the Proposal submitted by the Bidder will be out rightly rejected.
- d. The Bid Security furnished by the Bidder shall be forfeited/invoked in following cases.
 - i. If a Bidder withdraws or modifies unilaterally its Techno-Commercial Proposal and/or Price Proposal during the period of their validity period;
 - ii. If, during evaluation of Price Proposals, OPGC ascertains that there is discrepancy in the Proposal price due to arithmetical error, and on communicating such error to the Bidder, the Bidder does not accept the proposed correction of errors with reference to Section 6.2.;
 - iii. If the Bidder refuses to withdraw any deviation, specified in the Price Proposal or in the Techno Commercial Proposal contrary to provision of ITB and its Annexures & Appendices, without any cost to OPGC.

- iv. If, in the event that the Proposal validity period is extended by the Bidder, and the Bidder fails to comply with any condition of re-validation or confirmation or fails to deliver a replacement Bid Security within the timeframe notified by OPGC;
 - v. In the case of Successful Bidder, if it fails within the specified time limit to execute the Contract as notified by OPGC or to submit Performance Security as required thereunder. Bid Security must be extended to cover such period as may be required under contract for providing the Performance Security.
 - vi. If the Bidder or his representatives commits any violation of the Section 8.7 or 10.0 of this ITB while participating in the Bidding Process.
- e. Return of Bid Security: OPGC will return the Bid Security as per following as applicable:
- i. The Bid Security of the Successful Bidder to whom a Contract is awarded, will be returned after the said Bidder provides the Contract Performance Security and the same is accepted by the OPGC after due verification. Bid Security must be extended to cover such period as may be required till submission and verification of the Performance Security.
 - ii. The Bid Security of all unsuccessful Qualified Bidders will be returned at the earliest within thirty (30) days after declaration of the Successful Bidder.
 - iii. The Bid Security for the Bidders who do not meet the Qualification Requirement shall be returned within thirty (30) days of the declaration of the Qualified Bidders.
- f. No Interest shall be payable by the Owner on Bid Security Amount.

6.2. Techno Commercial Proposal and Price Proposal Preparation

- a. The Bidder shall prepare the Techno-Commercial Proposal using the formats provided as Appendix-A to Appendix-I of the Other Appendices & Annexures of Annexure-I, ITB. All these Appendices along with requisite documents stated therein are required to be submitted as part of the Techno-Commercial Proposal.
- b. The Bidder shall submit the documentary evidence as attachment to Appendix-D of Annexure-I of RFP establishing that Bidder is eligible to bid and is qualified to perform the contract, if its Proposal is accepted. The documentary evidence of the Bidder's qualifications to perform the contract shall establish to the OPGC's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capacities and capabilities necessary to perform the contract and meets the experience and other criteria outlined in Section 4.0.
- c. The Bidder shall prepare the Price Proposal using the formats provided as Appendix-J. The Bidder shall submit the price quotation on the lump sum basis as per format and shall be in Indian Rupees Only. Bidders will be required to quote Total Price on the e-Procurement electronic platform. Total Price shall be the sum of the prices (inclusive of applicable taxes duties etc.). Bidder shall quote their Grand Total Price comprising (i) Supply of Equipment, (ii) Installation Services & (iii) GST. Operation and Maintenance service cost (INR 15.0 Crores plus applicable GST presently @ 18% totalling INR 17.7 Crores) for five (5) years is included in the above Grand Total Price. Bidders are advised to submit their Price Proposal accordingly. Payment shall be released as per the terms of payment.

- d. Incomplete and/or conditional Techno-Commercial / Price Proposals shall be rejected.
- e. Bidders shall familiarize themselves with the laws, rules and regulations prevailing in Odisha and consider the same while developing and submitting their Proposal. The Bidders shall ascertain by itself from the concerned tax authorities of Government for the applicability of different taxes, duties, royalties, fees, cess including Goods and Service Tax, BOCW etc. in respect of this work and include the same in the quoted price after pass of the input tax credits under tax laws. No claim in this regard will be entertained by the Owner.
- f. The Price Proposal must be a fixed Price and shall not be adjusted on account of any variation of costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Contract. Variation in the taxes and duties as applicable shall be as per provision of the Contract. Bidder shall include all details in the Price Proposal as required to enable determination of impact and issuance of appropriate change order during the execution of Works on account of change in law as per provision of the Contract. Bidder can provide additional information as it may deem fit for the purpose.
- g. The Bidder shall quote both in figures and in words in the Price schedule forming part of the Price Proposal, in such a way that interpolation is not possible. Reference to the Price Proposal, the Price of each item shall be entered and total indicated for all items. If any ambiguities are observed in the subtotal and total given in words & figures, the following procedure shall be followed to resolve such ambiguity:
 - i. When the price quoted by the Bidder in figures and words differ and the contract price indicated in words is lower than that indicated in figures, the contract price in words shall be taken as correct price.
 - ii. When the price quoted by the Bidder in figures and words differ and the price indicated in words is higher than that indicated in figures, the contract price in figures shall be taken as correct price.
 - iii. When the price quoted by the Bidder in figures and words tally but found incorrect based on the total amount worked out from subtotal, then subtotal quoted by the Bidder shall be taken as correct to arrive at the total contract price.
 - iv. When it is not possible to ascertain the correct price by either of above methods, the contract price quoted in words shall be taken as correct.
 - v. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

If the Bidder does not accept the correction of errors, its Proposal will be rejected.

6.3. Techno-Commercial Proposal and Price Proposal Validity

Techno-Commercial Proposal and Price Proposal shall be binding and shall remain valid for a period of at least 180 days from the Proposal Submission Date or any extension thereof.

In exceptional circumstances, OPGC may request all the Bidders to give consent to an extension of the period of validity of their respective Proposal. The request and the response thereto will be made in writing. Extension of validity period by the Bidder must be unconditional. Bid Security shall

be extended accordingly.

6.4. Price Proposal - Taxes and Duties

The Price Proposal shall include all taxes, duties, cess including Goods and Services Tax and any other tax as applicable. No change in law provisions shall be applicable for the taxes & duties included in the quoted Price and were existing as of seven (7) days prior to Proposal Submission Date or any extension thereof. Compensation for any new tax notified thereafter would be considered after netting of any subsumed or deleted applicable tax subsisting as of seven (7) days prior to Proposal Submission Date or any extension thereof.

The Price Proposal shall include and cover the cost of all royalties and fees for the article, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works.

For the sake of clarity Bidder would be responsible for all taxes, duties, royalties, fees and cess applicable and shall include it in the quoted price. Variation in the taxes and duties on account of change in law shall be payable as per provision of the Contract.

Change of law condition as per contract shall be applicable only in respect of change in taxes, duties, cess applicable for supply of goods or services to owner.

6.5. Extension of Proposal Submissions Date

The Bidders must take all responsibility of submitting the Proposals within the notified Proposal Submission Date. OPGC may, at its sole discretion, decide to extend the Proposal Submission Date and / or Proposal Opening Date. In such a case, all rights and obligations of OPGC and that of Bidders previously subject to the earlier Proposal Submission Date will thereafter be subject to the new Proposal Submission Date.

OPGC will not accept any delay or non-receipt of the Proposals as valid reason or be responsible for.

Any Proposal received by OPGC after the expiry of the time stipulated on the Proposal Submission Date will be rejected outright and returned to the Bidder. Proposals submitted by fax or email will not be treated as valid and rejected.

7.0 PROPOSAL EVALUATION PROCESS

7.1. Techno Commercial Proposal Evaluation

7.1.1. Responsiveness

OPGC will simultaneously evaluate the responsiveness, compliance with Qualification requirements and Techno Commercial details submitted in Techno Commercial Proposal. OPGC will evaluate the Techno Commercial Proposal on overall completeness and compliance with the Technical Specifications and Drawings. The Proposal that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness. OPGC may waive any minor informality, nonconformity or irregularity in a Proposal that does not constitute a material deviation that does not prejudice or affect relative ranking of the Bidder.

A substantially responsive Proposal is one that conforms to all the terms, conditions and

specifications of the RFP documents without material deviations, objections, conditionality's or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the RFP documents, the Owner's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders, who are presenting substantially responsive Proposal.

Owner's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself without recourse to extrinsic evidence. If a Proposal is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

7.1.2. Qualification Requirements

The Proposal will be further evaluated based on the submission against the Qualification Requirement specified. The Bidder needs to comply with all the conditions of qualifying requirements mentioned in the Section 4. The Bidder is required to provide documentary evidences for its evaluation on each applicable criterion and also certify the full compliance in Appendix-D of Annexure-I of the Proposal submission of the RFP.

OPGC reserves the right to ask for additional credential/clarification during evaluation of Techno-commercial Proposals. OPGC reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / its Collaborator(s) / Associate(s) / Subsidiary (ies) / Group Company (ies) to perform the Contract. The physical assessment shall include but not be limited to the assessment of the office/facilities/bankers/reference works by OPGC. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bidder's Proposal.

If any Bidder is found to be not meeting the Qualifying Requirements, then its Techno Commercial Proposal will not be reviewed further and will be rejected.

7.1.3. Techno-Commercial Evaluation

OPGC shall evaluate the Techno Commercial Proposal based on details provided in Bid Proposal Sheet and its other submissions for compliance with the requirement and acceptability of the Techno Commercial Proposal. The Techno Commercial Proposal will also be evaluated based on the details provided in Bid Proposal Sheet. Any Proposal containing deviation or containing inadequate or unacceptable information in the Bid Proposal Sheets will be liable for rejection. The Bidder shall not alter, in any way, any part of the Technical Specifications and Contract while submitting its Techno Commercial Proposals.

Any Bidder found not suitable in opinion of OPGC for carrying out the Scope of Work will be disqualified and their Proposal will be rejected. Bidders meeting qualifying requirements and found satisfactory on the information specified in the Techno Commercial Submissions shall be declared as Qualified Bidders and notified accordingly.

7.1.4. Price Determination Process and Selection of Preferred Bidder

OPGC shall notify the Qualified Bidders about the Price Proposal Opening.

OPGC shall open the e-Tender Price Proposal of the Qualified Bidders only and conduct the e-Reverse Auction thereafter. If there are more than five Qualified Bidders, only five lowest Qualified Bidders, ranked as L1, L2, L3, L4 and L5 based on the Total evaluated Price with L1 being

the Qualified Bidder quoting the lowest Total evaluated Price and arranged in ascending order of the Total evaluated Price for other ranks, shall be allowed to participate in e-Reverse Auction. All other Qualified Bidders, whose quoted Total evaluated Price is higher than that of Qualified Bidder with rank L5, will be rejected from further considerations in the tender process/reverse auction. OPGC shall use the lowest Total evaluated Price determined or any other price or estimated price (OPGC reserves the right) as the start price for the e-Reverse Auction.

OPGC will conduct reverse auction through MSTC Limited (“Service Provider”) portal and will notify the detailed process for participation. For participating in the reverse auction process, the Qualified Bidders (with rank L1 to L5) will have to register and pay necessary fee prevailing at the time of e-RA to participate in the Reverse Auction through Service Provider.

Those five lowest Qualified Bidders will be required to quote Total Price on the reverse auction electronic platform. Total Price shall be the sum of the prices (inclusive of taxes duties etc.).

Bidder quoting the lowest Total Price in reverse auction on the electronic platform shall be declared as Preferred Bidder.

OPGC, in its sole discretion, may decide to select a Qualified Bidder, quoting the lowest Total Price determined from Sealed Price Proposal, as Preferred Bidder without conducting the reverse auction.

As OPGC may decide not to conduct the Reverse auction, therefore Bidders are advised to submit their most competitive price in the Price Proposal Submission. In such a case, the Bidder will not be allowed to revise its Price Proposal for any reason whatsoever.

Owner reserves the right to repeat the e-Reverse Auction.

If, OPGC decides not to conduct the reverse auction or in case there is no bid received in reverse auction, the Qualified Bidder quoting the lowest Total evaluated Price in Sealed online e-tendering Price Proposal shall be declared as Preferred Bidder.

The Preferred Bidder will be decided on L1 basis on the Total Price determined in accordance with above provision.

Save and except as provided in this RFP, the OPGC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any proposal.

7.2. Contract Award

OPGC reserves the right and shall declare the Preferred Bidder as Successful Bidder and award the contract to Successful Bidder. Owner reserves the right to accept or reject any or all Price Bids submitted by Qualified Bidders and further reserves the right not to award the Contract to the lowest evaluated Preferred Bidder or not at all.

8.0 GENERAL BIDDING GUIDELINES AND INSTRUCTION TO BIDDERS

8.1. Site Visit and Inspection Prior to Proposal Submission

Before Submission of the Proposals, Bidder must visit OPGC project site and its surroundings to assess and satisfy themselves about the local conditions such as access roads to the site, water and power supply, applicable / details of taxes, duties, royalties and levies, nature of ground and subsoil

conditions, general topography of the site, availability of accommodation, weather characteristics, availability of construction materials, minimum wages, labour and other related laws, environmental and safety laws, acts and regulations and any other relevant information, as required by them. The Bidder may obtain all necessary information as to risk, contingencies and other circumstances, which may influence or affect their Proposal. Bidder shall be deemed to have considered local conditions and information and to have satisfied himself in all respects before quoting his rates and terms and no claim whatsoever in this regard shall be entertained by the Owner at a later date.

Bidder shall send a request by email for the site visit to OPGC along with the details of the personnel, preferred date and itinerary. The site visit needs to be conducted as per the schedule mentioned in clause 5.2. The Bidder shall complete the site visit and satisfy itself with various information requirements and site conditions.

Bidders shall –

- a) Become familiar with the Site and the surrounding areas, the Technical Specification, Contract and other information set forth in the RFP, and
- b) Make a complete and careful examination to determine the nature and extent of the difficulties and hazards associated with the performance of the Works and other work hereunder, including without limitation:
 - Nature of the soil, terrain, groundwater and other condition of the Site;
 - Existence of any Hazardous Substance and its disposal or treatment, including any Work necessary to prevent the migration of Hazardous Substances including the contamination of water resources;
 - Existence of any historical artifacts, including any Work necessary to avoid disturbing such artifacts;
 - Condition of the roads and waterways in the vicinity of the Site, including the conditions affecting shipping and transportation, access, disposal, handling and storage of materials;
 - Nature and location of local communities;
 - Applicable Laws, Permits, import and clearance procedures, Taxes and real estate rights;
 - Ambient conditions, Local weather conditions; and
 - Any other matters that might affect the schedule, performance, engineering, design, supply or construction of the Work.

8.2. Bidders' Due Diligence Complete

The submission of Proposal by Bidder shall be conclusive evidence that the Bidder has familiarized itself with all conditions. Further, it shall be deemed that by submitting the Proposal, the Bidder has:

- a. made a complete and careful examination of the RFP; and,
- b. received all relevant information requested from OPGC; and,

- i. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the OPGC relating to any of the matters referred to in this Section 8.1; and,
- ii. agreed to be bound by the undertakings provided by it under and in terms hereof.

OPGC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by OPGC.

8.3. Requests for Clarifications and Pre-Bid Meeting

If, Bidder has any question as to the meaning or intent of any sections hereof or requires additional information, the Bidder may request such information or clarification from OPGC clearly mentioning the clause number, page number required before the last date of submission of the queries in writing either by e-mail or by post along with a copy sent by e-mail.

OPGC shall endeavor to respond to such requests but shall not be obliged to do so. OPGC, at its discretion may make responses to any Bidder's query, which it believes to be of significance to all Bidders, available to all Bidders.

The Pre-Bid Meeting shall be arranged on date and time as indicated in Bidding Timeline under section 5.2. Attending Pre-Bid meeting is not mandatory for the Bidders. The purpose of the meeting will be to clarify any issue regarding the RFP Documents in general and the Technical Specification in particular. The Bidder is required to submit questions in writing to the Owner prior to the date of Pre-Bid Meeting.

No record notes of the meeting will be transmitted to any prospective Bidders. Any modifications of the RFP Documents which may become necessary considering discussions during the Pre-Bid meeting shall be made by the Owner exclusively by issuance of an amendment in writing only.

8.4. Amendments

OPGC reserves the right to issue any Amendments to the RFP without assigning any reason thereto at any time prior to time stipulated on the Proposal Submission Date. Any Amendments to the ITB prior to the last date of collection of RFP documents shall be issued on the OPGC website. After last date of collection of RFP document, all changes to the RFP documents, including any extension to the Proposal Submission Date, will be made by issuance of an Amendment to the RFP (collectively the "Amendments") through email to the Authorized Representatives of the all the Bidders, who have purchased the RFP documents. Any Amendments to RFP after the last date of download of RFP as per schedule mentioned in 5.2 shall be informed to the Bidders through email, who have purchased the RFP from OPGC.

In response to such Amendments, if the Bidder has already submitted its Proposal prior to issue of such Amendments/corrigenda, either they shall submit their addendum Proposal, only responding to such Amendment(s) marked on the envelope as "Addendum Proposal" or re-submit a fresh Proposal marked on the envelope as "Amended Proposal" and in case of Amended Proposal, the earlier Proposal submitted by such Bidder shall be returned un-opened on the Proposal Opening Date. Amended Proposal shall be prepared in line with the guidelines set out here.

8.5. Modification and Withdrawal of Bids

The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the amendment/modification, substitution or withdrawal is received by the OPGC prior

to the Proposal Submission Date. The modification, substitution or withdrawal notice shall be prepared, sealed, marked and declared in accordance with this section, with the envelopes being additionally marked "AMENDMENT", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. No amendment, substitution or withdrawal of the Proposals is allowed after Proposal Submission Date. Any notice to this effect will entitle the Bidder's Proposal to be rejected and Bid Security to be forfeiture.

8.6. Deviations

Bidders shall not deviate with respect to the conditions specified herein while submitting Techno Commercial Proposal and Price Proposal.

Bidder shall be disqualified, if the Bidder does not agree to withdraw all the deviations as informed by OPGC.

8.7. False or Misleading Claims

If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement, in any manner whatsoever, in order to create circumstances for the acceptance of the submissions, OPGC may in its absolute discretion exclude or reject any submissions that in the reasonable opinion only of OPGC contains any false or misleading claims or statements. OPGC has no liability to any person for excluding or rejecting any such submissions.

8.8. Right to Accept or Reject Any or All Proposal or to Annul the Bidding Process

OPGC reserves the right to accept or reject any Proposal OR to annul the bidding process and reject all Bids at any time prior to Contract award OR to not award the Contract to the Successful Bidder or not award the Contract at all, without assigning any reasons thereof. For such decisions, OPGC shall not entertain any claim whatsoever on this account. No Bidder shall have any claim on OPGC for cost or otherwise in case its Proposal is rejected or the bidding process is annulled. Decision of OPGC will be final and binding on all the Bidders in this regard.

This condition is deemed unconditionally accepted by the Bidder when the Bidder purchases the RFP document from OPGC.

8.9. Bidding Cost, Proposal Ownership & Signature of Bidder

The Bidder shall bear all costs and expenses associated with the preparation and submission of its Proposal and OPGC shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation and selection process. Without affecting any intellectual property rights, which may exist in a response to this RFP document, all responses submitted will become the property of the OPGC.

Without limiting this section, OPGC reserves the right to copy and reproduce responses for the purposes of evaluation, clarification, negotiation and/or Contract execution and anything else related to these purposes. In addition, OPGC will retain (electronic and paper) copies of all responses, evaluation, negotiation or such other materials as are required for the discharge of its legal obligations and in order to efficiently and effectively manage any Contract entered into with a Successful Bidder.

The Proposal shall contain the name, residence and place of business of person (s) making the Proposal and shall be signed by the Bidder with his usual signature. Proposals by a company shall be signed by an authorized representative and a power of attorney/authorization on its behalf shall accompany the Proposal.

8.10. Language

The Proposals prepared by the Bidder and all correspondence/submissions relating to the Proposals and this Bidding Process shall be in the English language. English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the RFP and Proposal.

9.0 EXECUTION OF CONTRACT

Successful Bidder will be required to execute the proposed Contract with OPGC in the form and substance provided by OPGC within the timeline specified by Owner. Further, the Successful Bidder will be required to submit the required securities of the amount and in the form specified in the draft Contract or as may be amended thereafter.

10.0 ETHICS, COMPLIANCE, INTEGRITY PACT, CONFLICT OF INTEREST AND BANNING

10.1. ETHICS, COMPLIANCE, INTEGRITY PACT

Bidders are expected to observe the highest standard of ethics from RFP stage till execution of Contract and thereafter and not to indulge in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. Bidders are required to submit duly filled Due Diligence Questionnaire as provided in Appendix H of Annexure-I. OPGC reserves a right to carry out the relevant due diligence on the Bidder and seek information if required.

For the purposes of this provision, *the terms* used herein are defined as follows:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution;

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the OPGC and includes collusive practices among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificial, non-competitive levels and to deprive the Owner of the benefits of competition;

"coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any person or property to influence any person's participation or action in the bidding process;

"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by OPGC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and

"restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

OPGC will reject the Proposals of a Bidder if OPGC determines that the Bidder has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during this Bidding Process. Further, OPGC will declare a Bidder ineligible, either indefinitely or for a stated period of time if at any time it determines that the Bidder has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice in this Bidding Process.

Further, OPGC will adhere to highest ethical standards and transparency in the bidding process and has adopted the Integrity Pact Program of Transparency International. Accordingly, all the Bidders shall submit the duly stamped and signed Integrity Pact of OPGC as provided in Appendix H along with Techno Commercial Proposal. For further details, the Bidder may visit the OPGC website and the website of Transparency International (<http://www.transparency.org>).

OPGC may reject the Techno Commercial Proposal, which does not include the executed Integrity Pact by the Bidder as per the format.

10.2. **Conflict of Interest.**

Bidder should not have been associated in the past, directly or indirectly, with the company or any of its affiliates that has been engaged by the Owner to provide consulting services for preparation of the design, specification and other documents to be used for this RFP.

Bidders must state in their submission any circumstances, arrangements, understandings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Bidders obligations under this RFP or under any Contract, which may be negotiated or executed between the Bidder and OPGC or any further contracts/arrangements that the Bidder may get involved while performing Scope of Work for OPGC. Any Bidder found to be in a conflict of interest situation in relation to this RFP will be liable for disqualification.

Bidders and their employees, agents, advisers and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to a conflict of interest (or a potential conflict of interest) between the interests of OPGC or any other interests during the Bidding Process.

10.3. **Banning**

OPGC has the Banning Policy as stated in Appendix-B. Bidder/Contractor may be debarred from business dealings on account of any of the grounds and following the procedures as detailed in the said Policy. Bidders shall certify their compliance with the Banning Policy. Bidder further confirms that if at any point, the declarations given are found to be incorrect, OPGC shall have the full right to reject the bid/terminate the contract and take any action as per applicable laws for breach of bid/contract including forfeiture of Bid & Performance Security.

11.0 **CONFIDENTIALITY**

Information relating to examination, evaluation and recommendation for selection of Successful Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising OPGC in relation to, or matters arising out of, or concerning the bidding process. The parties will treat all information, issued by OPGC or submitted by Bidder as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The parties may not divulge any such information unless it is on a need basis and it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or OPGC or as may be required by law or in connection with any legal process. In the event, parties are required to divulge any information, it will make best endeavors to maintain confidentiality of the information held by it and divulge only that information which is required to.

No press releases or other publicity on participating in any part of this Bidding process or being declared as Qualified/Preferred/Successful Bidder or any other aspect of this Bidding process may be issued by Bidder without OPGC's prior written consent.

12.0 GOVERNING LAW AND ARBRITATION

The Governing Law of this RFP shall be the substantive law of India. In the event of any dispute, claim or controversy arising out of this RFP, both the OPGC and the Bidder shall try to resolve it amicably. In the event no amicable solution could be achieved, the same shall be referred to be finally resolved by an arbitration tribunal consisting of a Sole Arbitrator to be appointed by both parties in accordance with the Arbitration & Conciliation Act, 1996 as amended and for the time being in force. The place of arbitration shall be Bhubaneswar. For any proceedings arising out of or concerning or connected with such arbitration, appropriate Courts at Bhubaneswar shall have exclusive jurisdiction.

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APPENDIX-A**BRIEF SCOPE OF WORK**

1.0 The scope includes but not limited to design, engineering, manufacture, shop testing & inspection, packing, supply, transportation, unloading, handling and conservation of equipment at site, complete services of construction including installation, erection, supervision, pre-commissioning, commissioning, performance testing of the 50MW_{AC} grid connected solar PV Project along with the related grid connection work and five (5) years of O&M service at IBTPS, Jharsuguda, Odisha. The detailed Scope of Work shall be as per the Technical Specifications defined in the Annexure-III of this RFP.

The scope of works shall be completed on a turnkey basis according to terms and conditions set out herein, contract and elsewhere by the OPGC and as presented in Bidder's Proposal.

2.0 EPC Scope:

EPC contractor shall execute the work with all applicable regulations and permits so that the PV plant fulfils the regulatory requirement, guaranteed performance and the technical requirements / specifications presented in respective sections of this document. The turnkey development of PV plant by the EPC contractor shall essentially include but not limited to:

- a) Project permitting including all permits necessary for the construction and operation of the solar PV plant including 33kV transmission line and Switchyard works at 220KV OPGC substation including connectivity with existing 220 KV system.
- b) Obtaining all approvals including connectivity, constructions, Utility approvals etc.
- c) The point of interconnection will be 220kV OPGC Substation which is approximately 7kms from solar PV (estimated length, to be confirmed by bidder and it will be bidder responsibility). The relevant power system studies shall be conducted by the bidder.
- d) For connectivity with existing substations for power evacuation, EPC contractor shall comply with grid Code.
- e) Basic project planning including project sequencing and scheduling, energy yield predictions for project life cycle, basic and detailed designing, project component selection, preparing Engineering and Construction drawings, availing planning permissions, and all other requirements as required for commissioning.
- f) Manufacturing, supply, sourcing, procurement, transportation of all PV plant equipment's, required insurance, electrical components, structural components, civil engineering material, mechanical engineering components, earth moving equipment's, construction machinery and all other construction equipment's as required for development, implementation, construction, testing and commissioning of the plant up to the point of metering.
- g) Supply of all equipment and material by the Contractor shall be new, complete and operational and shall include all necessary accessories and incorporate all miscellaneous material, minor parts and other such items, whether or not these items are indicated on the drawings or in this Owner's Requirements where it is clearly the intention that they should be supplied or where they are required to complete, test and commission the equipment.

- h) Arranging for power and water during construction, obtaining permits and approvals from all local stake holders, government statutory bodies, obtaining permissions from electrical inspectorate, providing evacuation infrastructure and relay testing as required for completion and commission of plant.
- i) Preparation and land levelling, providing construction infrastructure like site office, internal roads, stores, storm water drains, rainwater harvesting etc., assembly and construction of the entire PV plant, all pre-construction tests, site management and supervision, labour provision, testing and commissioning of all the equipment's in steps up to point of grid interconnection.
- j) All the operations not expressly included in the RFP, that are necessary for proper functioning of the PV plant and fulfilment of the guaranteed performance, rules, regulation, and applicable codes, being the meaning of necessarily all these things which are inherent to the Project and without which the PV plant would be unable to start operating commercially, shall be adhered to by the Contractor for seamless construction and operation of the 50MW_{AC} PV plant.

Commissioning of the PV plant with Performance Tests as required by the Owner. Comprehensively warranting the entire PV plant against all defects through a Defects Liability Period (DLP) of five (5) years for non-civil works as well as civil works, transfer all component warranties to the Developer post completing the DLP period.

- k) Establishment of appropriate operations and maintenance procedures, training manuals and quality management system documentation for the Services to enable safe operation and maintenance of the Project.
- l) Construction of 33kV double circuit transmission line including route survey.
- m) Bidder shall construct a new extension bay at the existing 220kV OPGC substation. The scope of work of new extended bay encompasses design, engineering, manufacturing, procurement, supply, shipping, storage, delivery, construction, erection, installation, commissioning, testing, and all associated civil works to match the elevation of existing structures. The Contractor is also responsible for coordinating with all relevant agencies and authorities to obtain necessary drawing approvals.

In addition, the scope covers all materials involved in switchyard construction and commissioning. The Contractor shall consider all equipment, items, materials, accessories, hardwares, and any other necessary components to ensure the switchyard is complete in all respects. This includes, but is not limited to, 220kV switchyard equipment, 220kV control relay panel, switchyard equipment structure, control cables, illumination, lightning protection, earthing, communication, etc.

3.0 O&M Scope of Work:

The Bidder shall propose Operation and Maintenance (O&M) of the complete PV plant and power evacuation system up to inter-connection point for a period of five (5) years. O&M Contract shall cover this section presents the basic obligations of the O&M Contractor.

The scope shall essentially include:

- a) Typical scheduled and unscheduled maintenance that can be expected for a utility solar project.

- b) Spares and consumables.
- c) Cleaning of Solar PV modules.
- d) Plant performance assessment.
- e) Plant SCADA and Monitoring.

The Contractor shall be responsible for project management, plant aesthetics, plant landscaping and all other work which may be necessary to complete the EPC of plant and deliver to Owner a plant which is capable of safe and reliable operation and standards under all operating conditions during its design life.

The Contractor shall provide or cause to be provided materials and equipment, machinery, tools, labor, transportation, construction fuels, chemicals, construction utilities, and administration and other services and items required to complete the project.

The Contractor should complete the Project within Fifteen (15) months (14 months and 1 month for OAT) as the Final Completion from date of Notice to proceed (NTP).

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APPENDIX-B**BANNING/SUSPENSION/WITHHOLDING****1.1. Banning of business with a vendor:**

Banning of business with a vendor shall generally be done in following cases:

- a. If the proprietor or partner or director of the firm/Bidder/vendor is convicted by a court of law, following prosecution under the normal process of law for an offence involving moral turpitude in relations to business dealings with OPGC.
- b. If security considerations, including the question of loyalty to the State, warrant banning as per recommendations of Ministry of Home Affairs, Government of India.
- c. If there are adequate basis for believing that the proprietor or partner or director of the vendor has been guilty of malpractices such as bribery, corruption, cheating, fraud, substitution of tender etc. in dealings with OPGC even if there is no conviction by any court in India.
- d. If the vendor refuses / fails to pay the OPGC's dues without adequate cause.
- e. If the vendor is blacklisted by Ministry of Power, Government of India/Government of Odisha.
- f. If the vendor is a confirmed repetitive violator of Safety Rules and Norms of the OPGC.
- g. If the vendor resort to unfair means during bidding process or thereafter during execution of works at OPGC.
- h. If the performance of the vendor does not satisfy OPGC expectations e.g. repetitive quality issues, late deliveries, unsafe behaviour of their employees, contractors in the field etc.

Banning of business dealings can be for a maximum period of 3 years. A list of vendors banned for business dealings may be published on the website of OPGC. List shall be categorized as per the reasons of the banning/suspension/withholding.

Particular care shall be taken to see that the same firm is not permitted to transact business with OPGC in the guise of another name or through any of its agents, employees or subsidiaries whatsoever.

1.2. Procedure for banning of business dealing:

Sourcing Department on coming to know themselves or on complaint by any other department or external agency shall proceed to identify the defaulting party. Subsequent to identification and establishing the case of banning of business, the case shall be referred to a Standing Committee (this committee shall be set up by Managing Director by nominating senior level representatives from various departments) consisting of members from Finance, Sourcing and User Departments to look into allegations. The vendor shall be given a show cause notice for explaining, why it shall not be banned for business dealings on account of the reason specified therein. The show cause notice shall be vetted by the Legal Department. Response to the

notice shall be carefully evaluated and duly considered. Enough opportunity should be given to the vendor to explain their position through written statements and also through oral submissions before the Standing Committee.

After due consideration of facts, evidences and written and oral submission of the vendor, the Standing Committee shall submit their recommendation to ban the business dealings with vendor or otherwise. Recommendation of the Standing Committee, after legal vetting, shall be put up to Managing Director through D(O) and D(F) for approval.

The Managing Director shall be the competent authority to approve banning of business dealings with vendor.

- Banned vendor should be given enough opportunity to represent against the banning order. Committee of directors shall be appellate authority to look into representation of banned vendor. Decision of appellate authority shall be final.
- Termination of contract shall be guided by termination clause provided in the individual contracts and considering over all interest of OPGC in timely completion of job.
- In case the banned vendor has participated in any tender and price bid has not been opened, their offer will be rejected and price bid will not be opened.
- In case the Price Bid has been opened and banned vendor is L1, the offer will not be rejected.

1.3. Revocation of Banning Order:

- A banning order shall ordinarily not be revoked unless;
- The period specified therein, if any, has expired; or
- Appellate authority had revoked banning order.

1.4. Suspension of business dealings:

Suspension of business may be ordered, where full enquiry into the allegations is pending, which, if proved, may entail the banning of business dealing with the vendor. The committee formed to look in to banning of business dealing with vendor shall recommend for suspension of business through D(O) and D(F), which shall be approved by Managing Director. Suspension of business dealings shall be for a period of three months extendable maximum to six (6) months and all care must be taken to ensure that the banning proceedings during this period of suspension and the decision to ban or otherwise is finalised during suspension period. During the period of suspension such party would not be allowed to participate in any of the tendering activity.

1.5. Withholding of business dealing with vendor:

In case where the conduct, which includes any offense or failure to execute a sourcing contract satisfactorily, of the vendor is not serious enough to merit banning of the business dealing but at the same time is of such a nature that removing the name of the vendor from the list of registered vendor is justified in the interest of OPGC, withholding of business with the vendor shall be done.

Withholding of business with a firm for failure to execute a contract satisfactorily can normally be done for a period not exceeding one year. A Standing Committee (this committee shall be nominated by D(O) with representation from User, Planning and Finance

Departments) shall be formed to examine such failures by contractors. The concerned department shall forward the case of such poor performance to the standing committee who shall review the case and recommend for withholding of business through D(O) with approval of Managing Director. No new work order shall be awarded to such vendor. However, any existing work order may be completed subject to performance of the vendor.

1.6. Banning/Suspension/Withholding of Business Dealings:

An order of banning / suspension / withholding business, passed in respect of banned / suspended/withheld vendor shall be extended to allied firms, affiliates/subsidiaries etc. In determining this, the following factors shall be taken into consideration:

- a) where the management is common (same authority);
- b) where majority shareholding in such allied firms is held by the partners or directors of the banned / suspended /withheld vendor.

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APPENDIX-C

OPGC CONTACT DETAILS & BANK INFORMATION

A. CONTACT DETAILS:

Postal Address : **General Manager- Contracts**
Odisha Power Generation Corporation Limited
Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur,
Bhubaneswar- 751023, Odisha, INDIA

Contact Details (Contracts) : **+91-9778901001/+91-9338715401**

Email : contracts.corp.solar@opgc.co.in

Website : www.opgc.co.in

B. BANK DETAILS FOR PAYMENT OF COST OF RFP

OPGC BANK ACCOUNT NUMBER : 380805010000063

BANK IFSC CODE : UBIN0579289

BANK DETAILS : UNION BANK OF INDIA
LARGE CORPORATE BRANCH,
BHUBANESWAR, ODISHA 751003
INDIA.

OPGC PAN NUMBER : AAACO4759R

OPGC GSTIN NUMBER : 21AAACO4759R1ZZ

OPGC CIN : U40104OR1984SGC001429

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APPENDIX-D**E-PROCUREMENT & E-RA TERMS AND CONDITIONS****(A) IMPORTANT INSTRUCTIONS TO BIDDERS FOR E-PROCUREMENT**

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

1.0 Process of E-tender:

- A. **Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. This submission of bids shall be done over the internet. The Vendor should possess a valid Class III signing and encryption type digital signature certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprocn

- i. Vendors are required to register themselves online with <https://www.mstcecommerce.com/eprocn> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.
- ii. Vendors will receive a system generated mail confirming the registration in their email which has been provided during filling the registration form.
- iii. The Vendors shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a vendor has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

For Technical Help: Call 07969066600

Mail: helpdesk@mstcindia.in

B. System Requirement:

1. Please follow the instruction as appears while accessing <https://www.mstcecommerce.com/eprocn/>
2. The tender will be opened electronically on specified date and time as given in the NIT.
3. All entries in the tender should be entered in online Price Bid Formats without any ambiguity.
4. All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender buyer. Hence the bidders are required to ensure that their official email ID provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSCs (Digital Signature Certificates).
5. E-tender cannot be accessed after the due date and time.
6. **Bidding in e-tender:**
 - a. The process involves Electronic Bidding for submission of Bid.
 - b. The bidder(s) can submit their Bid through internet in MSTC Website www.mstcecommerce.com/eprocn.
 - c. The NIT/ Documents shall be available for download in the event catalogue available under

‘Event Details’ of the Event.

- d. Please follow the guides for ‘Uploading encryption public key’ and ‘Bidding’ under ‘Download Guides’ available in the Dashboard before proceeding to submit bid.
- e. The bidders may upload the bidding related documents in the link ‘My Documents’. The documents uploaded here shall be available for attaching with this event in the Bid Floor.
- f. In order to submit bid, a vendor has to go to ‘Events’ from the menu and select ‘Bid Floor’. The vendor has to select the buyer from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit ‘Event wise bid details’ that may consist of ‘Common Terms’ and/ or ‘Document Attach’. A vendor has to save the Common Terms and/ or attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in ‘Event specific bid status’ and the ‘Item specific bid’ button appears on the bid floor. Thereafter vendor has to click button under ‘Technical Cover’ in order to save the technical bid for specific lots. Once the technical bid is saved, the ‘Price Cover’ button appears on the screen for respective lots. Once price bid is saved, the vendor has to click on ‘Final Submit’. On final submission of bid, the status of the bid submission shall display ‘Bid submitted’ under ‘Item specific bid status’. A vendor shall receive system generated mail.
- g. MSTC shall collect non-refundable transaction fees online from all the participating vendors. GST to be paid extra as applicable on the transaction fees by the vendors through e-payment link. The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC”.

NOTE: The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids then he may delete the bid and re-submit the same.

- h. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - i. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
 - j. The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.
 - k. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by Buyer will form a binding contract between Buyer and the Bidder.
 - l. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - m. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - n. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
 - o. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
7. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
 8. No deviation to the terms & conditions are allowed.
 9. Buyer has the right to cancel this e-tender or extend the due date of receipt of bid(s) without

assigning any reason thereof.

10. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprocn of MSTC Ltd.
11. The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
12. The bid will be evaluated based on the filled-in Price bid formats.
13. Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

(B) ELECTRONIC REVERSE AUCTION (E-RA) TERMS AND CONDITIONS:

EPC OF 50MW_{AC} SOLAR PV POWER PLANT PROJECT

| | |
|---------------------------------------|--|
| Date & Time of Auction | Reverse Auction Date: XX/XXXX/XXXX Reverse Auction Time: XXXX |
| Auto Extension of Closing Time | 5 minutes. If any Bidder quotes within 5 minutes before closing time, the closing time will be extended automatically for another 5 minutes and so on till 5 minutes idle time elapses from the last bid. |
| Decremental Value | Minimum decrement is INR _____/- and in multiples thereof. |
| Start Price | Before conducting the reverse auction, OPGC shall open the sealed Price Proposal of the Qualified Bidders and use the lowest Total Evaluated Price determined or any other price or estimated price (OPGC reserves the right) as the start price for the Reverse Auction. Start Price will be visible to all the Bidders from start time of auction on date of the e-RA. |

Price to be quoted on the MSTC Platform

1. Bidder is required to quote the minimum decrement value or in multiples thereof as specified above from the Start Price. The lowest e-RA Price shall be the Total Price for the entire works as per requirement of RFP.
2. Start Price is determined based on the sum of the Price quoted inclusive of taxes in Sealed Price Proposal submitted initially for entire works.
3. Any Price quoted by the Bidder in e-RA shall be lower than the Start Price. The applicable GST would be accordingly back calculated.
4. Price quoted by Bidder in e-RA shall be in full compliance with RFP Terms & Conditions. No deviations will be allowed.

Terms & Conditions

1. Qualified Bidders notified by OPGC only are eligible to participate in e-RA upon due registration with MSTC and payment of requisite fee therefore.
2. Bidders must register as user to bid for Owner ("OPGC") in MSTC portal <https://www.mstcecommerce.com/eprocn>. Bidders need to have their Login ID of MSTC with appropriate Digital Signature Certificate (DSC) and other documents as required by the Service Provider.
3. Each Bidder shall pay requisite Fee as a transaction fee to the MSTC for participating in the RA & send a confirmation for payment of fee and registration to OPGC for the same at least one day before the e-RA.
4. Bidding in the last minutes and seconds should be avoided by the bidders in their own interest. Neither the Service Provider nor OPGC will be responsible for any lapses / failure on the part of the Bidder.
5. Bids once submitted on portal cannot be withdrawn /deleted.
6. OPGC reserves the right to ban the Bidder from participating in e-RA without any explanation/reason at any stage of e-RA.
7. OPGC further reserves the rights to extend or reschedule or cancel or re-conduct e-RA. No Bidder will be entitled to claim any kind of compensation on account of the same.
8. Validity of bids: The bid Price submitted in the RA shall be firm and valid for acceptance for a period in line with Price Proposal validity provision of the RFP.

9. Any Change in the Authorized person of the Bidder shall be communicated to OPGC with details and relevant POA.
10. OPGC reserves the right to award Contract as per its discretion irrespective of live auction rank.
11. The Bidder shall be able to bid lower than the Start Price in multiples of the decrement, but a Bidder must always bid lower than the lowest bid in multiples of the decrement.
12. Only one Bidder shall be at a particular position / rank, which means only one L1.
13. A Bidder can continue to revise his bid till the auction ends. However, the Bidder cannot quote /bid equal to the lowest bid.
14. Apart from the participating Bidders, the e-RA shall be visible, while in progress to authorized officials of OPGC, who will be monitoring the process.
15. The Bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by Bidders themselves. In case of experiencing problem and failure to access the eRA portal at the initial starting of eRA, communication shall have to be sent by Bidder through E-mail: contracts.corp.solar@opgc.co.in, Phone: 9778901001 / 9338715401 to GM-Contracts immediately within the initial half an hour, if any such case arises during the eRA process. In such a case, OPGC at its discretion, may extend the bidding time by half an hour but not accepted more than once per Bidder. OPGC will neither appreciate nor accept if any communication received from Bidder after initial half an hour of the eRA process. OPGC/MSTC shall not be liable & responsible in any manner whatsoever for failure of Bidder to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event and will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause. OPGC/MSTC shall not be responsible for any direct / indirect / consequential losses / damages, on account of systems problems, inability to use the system, loss of electronic information etc.
16. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, OPGC, at its sole discretion, shall debar the Bidder from the e-RA /Tender and future participation also.
17. OPGC shall not be liable for any interruption or delay in accessing the MSTC portal irrespective of any cause. In such cases, decision of OPGC shall be binding on the Bidders.
18. Other terms and conditions shall be as per RFP, Bidder's techno-commercial Bid and other latest correspondences/ final confirmations, (if any) against the RFP by OPGC.
19. The price quoted in RA shall be considered the total price for all the items and quantity as per Price Schedule of RFP irrespective of any omission by the Bidder in the hard copy Price Proposal.
20. The L1 Bidder in RA will be required to submit the prices quoted during the RA with cost break up in line with the Price Proposal Format and the Sealed Price Proposal submitted by the Bidder along with appropriate basis/justification, within two (2) days of the completion of e-RA duly signed and stamped to OPGC. The Price quoted in the RA shall be divided among various heads using the relevant Bidder's sealed Price Proposal. No upward revision in rate of any item will be allowed and no negative rate would be considered.
21. OPGC reserves the right to take actions as per terms of the RFP including forfeiting the Bid Security for any repudiation/withdrawal of the Price Proposal Submitted and Bid quoted on e-RA in addition to those specified in the RFP.

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