

Request for Selection (RfS) through Premium based Competitive Bidding (PBCB) for Allocation of water surfaces at Rengali Reservoir (Section-B) in Odisha, towards setting up of Floating Solar PV Projects for captive use.

E-Tender Notice
E-Tender Notice No. GRIDCO/RE NODAL AGENCY/ E-TENDER/01/2026-27, Dated 24/04/2026



GRIDCO LIMITED



GRIDCO LIMITED
Regd. Office: Janpath,
Bhubaneswar, 751022

E-Tender Notice

E-Tender Notice No. GRIDCO/RE NODAL AGENCY/E-TENDER/01/2026-27 Dated 24.04.2026

GRIDCO invites bids in e-Tender mode only from reputed and eligible entities for “Allocation of water surfaces at Rengali Reservoir (Section-B) in Odisha, selection through Premium based Competitive Bidding (PBCB) for setting up of Floating Solar PV Projects for captive use” confirming the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the e-tender portal www.tender-wizard.com/gridco. Complete set of bidding documents are available at the tender portal, www.tenderwizard.com/gridco or GRIDCO website: www.gridco.co.in/ www.greenenergyinvest.odisha.gov.in for downloading the project scope and terms and conditions in detail.

Start date of the bid- **24/04/2026**

Date of pre bid meeting- **06/05/2026 at 11:00, GRIDCO conference hall / VC**

Last date for Online submission of bid – **22/05/2026, at 15:00**

The due date & time of opening of techno-commercial bid – **22/05/2026, at 17:00**

N.B: - All subsequent addendum(s)/corrigendum to the tender shall be hosted on GRIDCO’s official website <https://www.gridco.co.in> www.greenenergyinvest.odisha.gov.in and www.tenderwizard.com/gridco only. The Authority reserves the right to accept or reject any or all offers without assigning any reason thereof.

Chief Project Manager

RE Nodal Agency, GRIDCO

Disclaimer

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

This RfS document is not an agreement and is not an offer or invitation by the GRIDCO representatives to any other party. The purpose of this RfS document is to provide interested bidders with information to assist the formulation of their proposal for Qualification.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GRIDCO, or any other costs incurred in connection with or relating to its application. All such costs and expenses will remain with the Bidder and GRIDCO shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the application, regardless of the conduct or outcome of the Bidding Process. The bidder (s) may note that final selection for this RfS shall be entirely at the discretion of the GRIDCO.

In case of any discrepancy in the documents uploaded on the websites of GRIDCO, e-tender portal, the documents uploaded on the e-tender portal will prevail.

Place: Bhubaneshwar

Date: 24/04/2026

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SECTION - I PREFACE

GRIDCO intends to allocate water surface areas of Rengali Reservoir (Section-B) to well established and reputed entities (Bidders) for development of floating solar PV projects in Odisha for their captive use.

ABOUT GRIDCO:

GRIDCO Limited, a wholly owned Undertaking of the Government of Odisha, was established in the year 1995. It is a deemed intrastate trading licensee under the 5th provision of Section-14 of the Electricity Act, 2003 and carries out the business of bulk supply of Electricity to the Distribution Companies of Odisha by utilizing the transmission network of Odisha Power Transmission Corporation Limited (OPTCL). Being the “State Designated Entity”, the Govt. of Odisha has assigned GRIDCO to avail the entire State share of Power from the Central Sector as well as the existing & upcoming power Plants (Hydel, Thermal, Renewable, etc.) in the State.

GRIDCO procures power from various Generators (both Central and State generating stations including IPPs etc.) for supply to the DISCOMs. GRIDCO also supplies emergency power to CGPs and trades the surplus power available if any from time to time. The supplies to the DISCOMs are made at a regulated price determined by the Odisha Electricity Regulatory Commission, whereas the surplus power, if any, after meeting the requirement of the State is sold to different Utilities Inside/Outside the State through Inter-State traders and Power exchanges.

INTRODUCTION

Under the Odisha Renewable Energy Policy 2022, issued vide Resolution No. 11757/ENG-HYD-HYDRO-0009/2022/En. dated 30.11.2022, GRIDCO has been entrusted as the state Nodal Agency for development and promotion of Renewable Energy in the state.

Vide Notification No. ENG-HYD-HYDRO-0032-2024/1018/En, dated 28.01.2025, the Energy Department, Government of Odisha, issued Guidelines for Establishing Floating Solar PV Power Projects on Water Bodies in Odisha that deals with allocation of water surfaces for installation of solar PV projects in the reservoirs. Under the provisions of these guidelines, this RfS is prepared to allocate water surfaces of Rengali reservoir (Section-B) in Odisha for setting up of captive projects.

Thus, GRIDCO intends to encourage and facilitate the development of Floating Solar Photovoltaic (FSPV) Projects in the state for captive use by the bidder and offers water surfaces in Rengali Reservoir (Section-B) of Odisha for setting up of FSPV projects on Build Own and Operate (BOO) basis. The water surfaces shall be awarded through Premium Based Competitive Bidding (PBCB) with e-Forward Auction (e-FA) process , a onetime premium paid for towards allocation of water surfaces of reservoirs on lease for a period of 30 years, following the Odisha Renewable Energy Policy 2022 including subsequent amendments and/ or guidelines issued, if any, made until the final date of submission of RfS stage of this tender. Apart from the one-time upfront premium, selected bidders shall be entitled to give INR 100 per acre per year as lease rent for water surface as per “Guidelines for Establishing Floating Solar PV Power Projects on Water Bodies in Odisha”. The bidders shall primarily consume the power generated from these plants for their own use. However, As per Clause 12(d) of the Operational Guidelines under the Odisha Renewable Energy Policy, 2022, GRIDCO shall have the first right of refusal for up to 20% of the installed capacity. The tariff for this 20% allocation will be determined by OERC.

NODAL AGENCY

- a. The Odisha Renewable Energy Policy, 2022 was notified on 30.11.2022 vide gazette notification No. 11757-ENG-HYD-HYDRO-0009/2022/En. to promote development of renewable energy projects in the state. As per Para 25.2 of the Odisha RE Policy, the Department of Energy was mandated to designate an entity as the Nodal Agency who shall be responsible for implementation of the RE Policy and development of all renewable energy projects in the State.

b. Department of Energy, Government of Odisha vide letter no. 12284/En. dated 15.12.2022, has designated GRIDCO as the Nodal Agency for implementation of the RE Policy and has entrusted GRIDCO to discharge all the roles and responsibilities assigned to the Nodal Agency as per Para 25.3 of the Policy.

SECTION - II INSTRUCTIONS TO BIDDER (ITB)

Sr. No.	Particular	Sub Sr. No.	Description
General			
1.	Scope of the Bid	1.1	<p>In terms of the Invitation for Bids as indicated in the Bid Data Sheet (BDS) at SECTION - III, GRIDCO invites bids under Premium Based Competitive Bidding (PBCB) “ for Allocation of water surfaces at Rengali Reservoir (Section-B) in Odisha, selection through Premium based Competitive Bidding (PBCB) for setting up of Floating Solar PV Projects for captive use ”. The Scope of Works is detailed at SECTION - V.</p> <p>The interested Bidders shall follow the Bid Data Sheet provided in SECTION - III for a detailed Tendering Schedule.</p>
2.	Eligible Bidder	2.1	<p>The Bidder who meets the qualifying requirement as per SECTION - IV shall be eligible for this tender.</p>
3.	Joint Venture/ Consortium	3.1	<p>Allowed</p> <p>Consortium partner cannot submit multiple bids with different lead firms. Exclusivity shall be maintained.</p>
4.	Documentary Evidence	4.1	<p>The Bidder Must furnish.</p> <ul style="list-style-type: none"> • Self-attested copy of the Certificate of Incorporation / Registration Certificate / Certificate of Commencement of Business. • Self-attested copy of GSTIN Registration Certificate • Self-attested copy of PAN Card • Bid Submission Form (Covering Letter) as per Format No-F/01 • Duly notarized Power of Attorney/ Board Resolution in the original of the signatory of the Bid to commit the Bidder as per Format-F/02. • Technical Criteria as per Format F/04 • CA Certificate indicating Positive Networth of the company during the last three financial years (i.e., FY 2022-23, FY 2023-24 & FY 2024-25) in the attached format as per Format-F/05 • Non-compliance to the above requirement, even

Sr. No.	Particular	Sub Sr. No.	Description
			after seeking necessary clarification shall constitute the offer as non-responsive.
Contents of Bidding Document			
5.	Section of Bidding Document	5.1	<p>The Bidding Document consists of 9 sections as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 7.</p> <p>Section I: Preface Section II: Instruction to Bidder Section III: Bid Data Sheet (BDS) Section IV: Eligibility Criteria Section V: Project Scope Section VI: Evaluation of Bid and Selection of Bidders. Section VII: General Condition of Contract (GCC) Section VIII: Definitions of Terms Section IX: Contract Forms</p>
		5.2	GRIDCO is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from GRIDCO.
		5.3	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
		5.4	A prospective Bidder is also expected to examine all instructions, forms, terms and specifications in the tender documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the Tender Portal of GRIDCO not in line with the tender documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.
6.	Clarifications on Bidding Document	6.1	Bidder may seek clarifications, in writing, relating to the preparation and submission of bids, scope of works, GCC etc., before the pre-bid meeting. Such requests will be submitted for at least 2 days (excluding the date of the pre-bid meeting) as per Format F/08 before the date of the pre-bid meeting. Bidders' queries will be discussed in the pre-bid meeting. The explanations to the queries and/ or addenda to the RfS document shall be published on the website of

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			GRIDCO: i.e. www.gridco.co.in/ www.greenenergyinvest.odisha.gov.in , www.tenderwizard.com/gridco
		6.2	The pre-bid meeting shall be held as per the schedule mentioned in the Bid Data Sheet - SECTION - III.
		6.3	No clarification shall be entertained after the pre-bid meeting.
7.	Amendment of Bidding Document	7.1	At any time before the deadline for submission of the Bids, GRIDCO may amend the Bidding Document by giving reasonable time and issuing addenda.
		7.2	Any addenda issued shall be part of the Bidding Document. The Bidder shall visit GRIDCO's website for any addendum/ modification/ errata/ corrigendum etc.
		7.3	GRIDCO at its discretion, for any reason, may add, modify or remove any element of the works entirely or any part thereof from the bid document till the time of deadline for submission of bid. All Bidders will be notified of any such change.
		7.4	To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, GRIDCO may, at its discretion, extend the last date for the submission of Bids.
		7.5	Any addendum issued shall be part of the Bidding Document and shall be hosted in GRIDCO's website.

Preparation of Bids

8.	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and GRIDCO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		8.2	A demand draft amounting to Rs.10,000.00 (Rupees Ten Thousand only) Plus GST@18% (total of Rs. 11,800.00) in favour of "RE NODAL AGENCY ACCOUNT" payable at "Bhubaneswar" or through online mode towards the cost of the bid document shall be furnished at the time of submission of bid proposal. The bid proposal submitted by the Bidder will be accepted by GRIDCO only if it is supported with proof of payment against cost of bid document either in the form of bank demand draft or UTR No., if paid online. (Bank details are provided in SECTION - III BDS - Clause 9).

Sr. No.	Particular	Sub Sr. No.	Description
9.	Language of Bids	9.1	The Bid proposal, as well as all correspondences and documents relating to the Bid proposal submitted by the Bidder shall be written in English only.
10.	Documents comprising Bid	10.1	The allocation of the Project shall be done on basis of the e-FA process.
		10.2	The bid shall be submitted in single stage and two-part process. The Bid proposal shall comprise of two envelopes submitted separately, Envelope A containing the Techno-Commercial Proposal and Envelope B, containing the Premium Proposal which shall be evaluated in two stages.
		10.3	<ul style="list-style-type: none"> • The Envelope A comprising the Techno- Commercial Proposal must be superscribed as Envelope – A and submitted on online mode. The Power of Attorney/ Board Resolution, proof of payment for the tender document and the Bid Security/ EMD shall be submitted in online and offline mode. • Envelope B shall contain the Premium Proposals and must be submitted online only, on the e-tender portal website.
		10.4	<ul style="list-style-type: none"> • During the bid evaluation process, the Envelope-A shall be opened first and be checked for submission of tender cost and EMD. Envelope containing Techno- Commercial Proposals shall be opened as per ITB Sub - Clause 23.1 & at the address, date and time specified in the BDS, SECTION - III. Bidder shall not be allowed to modify/ amend/change the Techno-Commercial Proposal after submission of the Bid, unless otherwise specifically asked by GRIDCO. • Techno-Commercial Proposals which do not conform to the specified requirements will be rejected as non-responsive Bids.
		10.5	Premium Proposals of Techno-Commercially qualified Bidder shall be opened at the date & time and place as intimated by GRIDCO.
		10.6	Envelope – A shall contain techno-commercial proposal comprising: <ul style="list-style-type: none"> • Cost of Tender Document • Bid Security/ EMD • Techno-Commercial Proposal Submission Forms. • Power of Attorney and Board Resolution authorizing

Sr. No.	Particular	Sub Sr. No.	Description
			<p>the signatory of the Bid to commit the Bidder as per Clause 18.</p> <ul style="list-style-type: none"> • Documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid. • Documentary evidence in accordance with ITB Clause 4.1 and Clause 26, that the Works conform to the Bidding Document. • Any other document required in the BDS.
		10.7	<p>The Premium Proposal should include the following:</p> <ul style="list-style-type: none"> • Premium Proposal Submission Sheet and the applicable Premium Schedules in Bidding Forms, in accordance with ITB Clauses 11, 13 and 14. • any other document required in the BDS.
		10.8	<p>There shall be 2 bid forms to be mandatorily uploaded as e-bid in the tender wizard portal. The bid forms are as follows:</p> <ul style="list-style-type: none"> • Techno-commercial Formats • Premium Proposal Formats <p>The Bidder shall upload documents/ Schedules in support of the qualifying requirement along with the bid (Technical Bid: Part-I & Premium Bid: Part-II)</p>
11.	Bid Submission Sheets and Premium Schedules	11.1	<p>The Bidder shall submit the Techno- Commercial Proposal and the Premium Proposal using the appropriate Submission Sheets provided in (Bidding Forms). These forms must be completed without any alterations to their format, and no substitute shall be accepted. All blank spaces shall be filled with the information requested. The Bidder shall submit, as part of the Premium Proposal, using the forms furnished in this RfS.</p>
12.	Alternate Bids	12.1	<p>Alternate Techno-Commercial and /or Premium bids shall be rejected.</p>
13.	Premium Proposal	13.1	<p>The one-time premium quoted by the Bidder in the Premium Proposal Submission Sheet shall conform to the requirements specified therein.</p>
		13.2	<p>The one-time premium quoted by the Bidder must be firm and final.</p>
14.	Currencies for the Bid	14.1	<p>Bidder shall express their premium proposal in Indian Rupees only.</p>

Sr. No.	Particular	Sub Sr. No.	Description
15.	Documents Establishing the Qualification of the Bidder	15.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Techno-commercial proposal, the evidence indicated for each qualification criteria specified in SECTION - IV (Eligibility Criteria)
16.	Period of validity of Bids	16.1	Bids shall remain valid for such period as mentioned in Clause 13 of BDS after the bid submission deadline date prescribed by GRIDCO.
		16.2	In exceptional circumstances, before the expiration of the bid validity period, GRIDCO may request the Bidder to extend the period of validity of their Bids. The request and the responses shall be made in writing.
17.	Bid Security/Earnest Money Deposit (EMD)	17.1	<p>The Bidder shall pay a Bid Security/ EMD of INR 5,000 (Rupees Five Thousand) per acre either in the form of Demand Draft or through online mode or Bank Guarantee (BG) issued in favour of "RE NODAL AGENCY ACCOUNT" and payable at Bhubaneswar, Odisha or Insurance Surety Bond.</p> <p>The EMD should be issued by a scheduled bank, and validity should be six (6) months from the last date of submission of the bid. In case of BG, it should be submitted on Non-Judicial Stamp paper of appropriate stamp value as per Format F/06).</p>
		17.2	Any Bid not accompanied by Bid Security/EMD in accordance with ITB Sub Clause 17.1, shall be rejected by GRIDCO as non-responsive.
		17.3	The Bid Security/EMD of unsuccessful Bidders shall be returned after submission and acceptance of Performance Security by the successful bidder.
		17.4	The successful Bidder has to furnish the required Performance Security as 10% of the Contract Value (i.e. final upfront premium after e-FA process) within 20 days of the issuance of Letter of Award (LoA). The bid security/ EMD of the successful Bidder shall be returned after acceptance of Performance Security by GRIDCO.
		17.5	<p>The Bid Security/ EMD may be forfeited, if the successful Bidder fails to provide the following within the stipulated period:</p> <ul style="list-style-type: none"> • Acceptance of the Letter of Award. • Performance Security in accordance with ITB Clause 37.

Sr. No.	Particular	Sub Sr. No.	Description
18.	Format of Bid	18.1	<p>The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The Bidder shall submit a duly notarized Power of Attorney/ Board Resolution in original of the signatory of the Bid to commit the Bidder as specified in Format F/02.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, amended printed literature, shall be signed or initialized by the person signing the Bid.</p>
		18.2	<p>Any interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the person signing the Bid.</p>
Submission and Opening of Bids			
19.	Submission of Bids	19.1	<p>Bidders are required to submit their bids on online mode. Bidders shall enclose the Proof of Tender document fees and Bid Security/ EMD in a sealed envelope, duly marking the envelopes as "Proof of Tender Document fees and Bid Security/EMD". The bidder shall dispatch all the hard copy documents immediately on day of the filling of e tender.</p>
		19.2	<p>For Online submission: The Bidder shall also submit the bid (both techno-commercial and Premium bid) in Electronic Mode i.e. with tender website www.tenderwizard.com/gridco.</p> <ul style="list-style-type: none"> • The Bidder must ensure that the bids are received in the specified tender website of GRIDCO by the date and time indicated in the Tender notice. • Complete details regarding the procedure to upload the bids in the tender wizard portal is provided in the appendix.
20.	Deadline for submission of Bids	20.1	<p>Bids must be received by GRIDCO, not later than the date and time, at the address indicated in the Clause 3 of BDS SECTION - III.</p>
		20.2	<p>GRIDCO may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of GRIDCO and Bidder as existing before an</p>

Sr. No.	Particular	Sub Sr. No.	Description
			extension of the deadline will be applicable until the extended deadline.
21.	Late Bids	21.1	GRIDCO shall not consider any Bid that is received after the deadline for submission of Bids, in accordance with ITB Clause 20. Any Bid received by GRIDCO after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
22.	Withdrawal, Substitution and Modification of Bids	22.1	<p>No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids. However, a Bidder may withdraw, substitute, or modify its Bid under the following situation.</p> <ul style="list-style-type: none"> • Before the expiry of bid submission due date. • Any changes in the bidding documents made by GRIDCO before the bid submission due date. • If the bid submission due date has been extended by GRIDCO after the bidder has submitted its bid proposal. <p>Such withdrawal, substitution, or modification shall be allowed to the bidder after receiving a written request to GRIDCO. The request letter shall be duly signed by an authorized representative and shall include a copy of the authorization in accordance with ITB Sub- Clause 18.2. The corresponding substitution or modification or withdrawal of the bid proposal must be clearly indicated and submitted in accordance with ITB Clauses 18 and 19.</p>
23.	Bid Opening	23.1	GRIDCO shall conduct the opening of Techno- Commercial Proposals in the presence of Bidder representatives online, at the date and time specified in the BDS.
		23.2	The Premium Proposals will remain unopened until the completion of evaluation of techno-commercial proposals. GRIDCO shall inform the Techno-Commercially qualified Bidder, in writing, about the date, time, and location of the opening of Premium Proposals.
		23.3	Proposals withdrawn shall be returned to the Bidder unopened. However, GRIDCO, in this case, must receive a bid proposal withdrawal request from the Bidder before the bid submission due date.
		23.4	In case the Bidder has substituted or modified its already submitted bid proposal, the latest bid proposal submitted

Sr. No.	Particular	Sub Sr. No.	Description
			online shall only be opened. In case of online submission, the initial submitted proposal shall be opened first to retrieve the proof of payment towards cost of tender and EMD. For rest of the documents under techno-commercial proposal, the latest modified/ substituted bid proposal shall only be considered and opened.
		23.5	<p>All other envelopes holding the Techno- Commercial proposals of the Bidder shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> • The name of the Bidder, whether there is a modification or substitution. • the presence of a Bid Security and proof of purchase of bid document. • Any other details such as GRIDCO may consider appropriate. • Only Techno-Commercial Proposals of those Bidder read out and recorded at bid opening shall be considered for evaluation. • Bid may be rejected even after opening of Techno-Commercial Proposals, if it is due to late bids or bid not accompanied by bid security/ EMD and tender cost in accordance with ITB Clause 17 and Clause 8.
		23.6	<p>GRIDCO shall prepare a record of the opening of Techno-Commercial Proposals that shall include, as a minimum:</p> <ul style="list-style-type: none"> • name of the Bidder and whether there is a withdrawal, substitution, modification; • presence or absence of a Bid Security & Cost of the Bid Document. <p>The Bidder' representatives who are present shall be requested to sign the record. The omission of a Bidder signature on the record shall not invalidate the contents of the record.</p>
		23.7	GRIDCO shall conduct the opening of Premium Proposals of all Techno-Commercially qualified Bidder in the presence of Tender Committee of GRIDCO.
		23.8	<p>All Premium Proposals (First round) shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> • The name of the Bidder. • Whether there is a modification or substitution.

Sr. No.	Particular	Sub Sr. No.	Description
			<ul style="list-style-type: none"> • Quoted Premium • Any other details that GRIDCO may consider appropriate. Premium Proposals read out and recorded at bid opening shall be considered for evaluation, only.
Evaluation and Comparison of Bids			
24.	Confidentiality	24.1	Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidder or any other persons not officially concerned with such process.
		24.2	Any attempt by a Bidder to influence GRIDCO in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
		24.3	Notwithstanding ITB Sub Clause 24.2, from the time of opening the Techno-Commercial Proposals to the time of Contract award, if any, Bidder wishes to contact GRIDCO on any matter related to the bidding process, it should do so in writing.
25.	Clarification of Bids	25.1	To assist in the examination, evaluation, comparison and post-qualification of the Bids, GRIDCO may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by GRIDCO shall not be considered. GRIDCO's request for clarification and the response shall be in writing.
26.	Responsiveness of Techno-Commercial Proposals	26.1	GRIDCO's determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-Commercial Proposal itself.
		26.2	A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or limits or is inconsistent in any substantial way, with the Bidding

Sr. No.	Particular	Sub Sr. No.	Description
			Document, GRIDCO's rights or the Bidder's obligations under the Contract; or if not rectified would unfairly affect the competitive position of other Bidder presenting substantially responsive Techno- Commercial Proposals.
		26.3	If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by GRIDCO and shall not subsequently be made responsive by the Bidder by correction of material deviation, reservation or omission.
		26.4	The Bidder may submit bid with non-material deviations (which means only those deviations that do not qualify as material deviations as defined in Clause 26.2). Such deviations will be checked and considered. If the deviations proposed are found material in nature, GRIDCO reserves the right to reject such bids. GRIDCO may also ask Bidders for clarifications on such deviations during the evaluation.
27.	Non-conformities, errors and omissions	27.1	Provided that a Techno-Commercial Proposal is substantially responsive, GRIDCO may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Techno-Commercial Proposal is substantially responsive, GRIDCO may request the Bidders, further, to submit the necessary information or documentation, within a reasonable period, to rectify non-material, non-conformities or omissions in the Techno-Commercial Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	<p>Provided that the Techno-Commercial Proposal is substantially responsive, GRIDCO will correct arithmetical errors during the evaluation of Premium Proposals on the following basis:</p> <ol style="list-style-type: none"> a. If there is a discrepancy between words and figures, the amount written in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. b. Except as provided in sub-clauses (a) herein above, GRIDCO shall reject the Premium Proposal if the same contains any other computational or arithmetic discrepancy or error

Sr. No.	Particular	Sub Sr. No.	Description
		27.4	If the Bidder has submitted the highest evaluated Bid and does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.
28.	Preliminary Examination of Bids	28.1	GRIDCO shall examine the Techno-Commercial Proposal to confirm that all documents requested in ITB Sub Clause 10.3 have been provided to determine the completeness of each document submitted.
		28.2	GRIDCO shall confirm that the Techno-Commercial Proposal Submission Sheet is in accordance with ITB Sub Clause 11.1. Written confirmation of authorization to commit the Bidder and Bid Security/ EMD have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.
29.	Examination of Terms and conditions; Techno-Commercial Evaluation	29.1	GRIDCO shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
		29.2	GRIDCO shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the Eligibility Criteria at SECTION - IV, of the Bidding Document have been met without any material deviation or reservation.
		29.3	If, after the examination of the terms and conditions and the Techno-Commercial evaluation, GRIDCO determines that the Techno-Commercial Proposal is not substantially responsive in accordance with ITB Clause 26, it shall reject the Bid.
30.	Evaluation of Bids	30.1	GRIDCO shall evaluate Premium Proposals of only those Bidders whose Techno-Commercial Proposals have been determined to be substantially responsive.
		30.2	To evaluate a Premium Proposal, GRIDCO shall use all the criteria defined in methodologies defined in SECTION - VI (Evaluation of Bid).
		30.3	To evaluate a Premium Proposal, GRIDCO shall consider the following: <ul style="list-style-type: none"> • One time premium per acre quoted in the premium proposal form.
31.	E-Forward Auction (E-FA)	31.1	For the final allocation of water surfaces, E-Forward Auction (E-FA) shall be carried out. Detailed procedure of E-FA procedure is elaborated in SECTION - VI.

Sr. No.	Particular	Sub Sr. No.	Description
32.	Comparison of Bids	32.1	GRIDCO shall compare all substantially responsive bids to determine the highest quoted premium, in accordance with SECTION - VI.
33.	Clarification before Comparison of Bids	33.1	The comparison shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.
34.	GRIDCO 's Right to Accept Any Bid, and to Reject Any or All Bids	34.1	GRIDCO reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.

Award Criteria

35.	Award Criteria	35.1	GRIDCO will allocate the water surfaces to the successful bidders discovered through the E-FA. Order of preference for allocation of water surfaces shall be starting from the bidder offering the highest onetime upfront premium i.e. H1 and in descending order thereafter.
36.	Notification of Award	36.1	Prior to the expiration of the period of bid validity, GRIDCO shall issue a Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
		36.2	Within 07 days of the LOA, the Bidder shall sign and return the LOA copy to GRIDCO as acknowledgment.
37.	Performance Security	37.1	Within 20 days of the issue of the Letter of Award from GRIDCO, the successful Bidder shall furnish the Performance Security as 10% of the Contract Value (i.e. final upfront premium after e-FA process) in the form of Bank Guarantee or Insurance Surety Bond using the Performance Security Form enclosed in Format F/07, as applicable.
38.	Facilitation Charges	38.1	The successful bidders shall pay INR 10,000 (Indian Rupees Ten Thousand Only)/ MW/ + 18% GST to GRIDCO towards administrative overheads, liaising with State Authorities, DISCOM/ STU/ CTU, pre-commissioning and commissioning expenses. The 50% of the Total Facilitation Charges payment must be made by the entity in the form of DD/ Pay Order/ NEFT/ RTGS at the time of DPR submission and Balance 50% at the time of signing of Lease agreement. Any delay in depositing the said amount to

Sr. No.	Particular	Sub Sr. No.	Description
			GRIDCO, as mentioned above, within the stipulated time shall attract interest @ 18% per annum, levied on per day basis, on the total Facilitation Charges, till (and including) the date of payment of Facilitation Charges. If the bidder fails to pay the Facilitation charge within 30 days of achieving the specified milestones, the Performance Security will be forfeited and LoA will be cancelled.
39.	Signing of Lease Agreement, Payment of Upfront Premium and lease rent.	39.1	<p>Within 30 days from the date of issue of the Final allocation of Water Surface, the successful bidder or an SPV formed by the successful bidder shall sign the lease agreement with Department of Water Resource, Government of Odisha and shall pay discovered upfront premium amount with annual lease rent for one year in advance. GRIDCO shall facilitate the Signing of Lease Agreement.</p> <p>Note: In case project being executed through SPV, the successful bidder executing the project, if being single company (including single listed company) shall ensure that its shareholding in the SPV/Project company executing lease agreement shall not fall below 26% as per electricity rule 2005 at any time except with prior approval of GRIDCO.</p>
40.	Letter of Credit	40.1	As a security measure, Successful Bidder shall provide facilities of an irrevocable, revolving and confirmed Letter of Credit (LC) by any designated Nationalized Bank. The Letter of Credit will be recoupable in case it is operated. The amount of Letter of Credit shall be equal to twice the annual lease rent. The LC shall be on standby and can be operated in case Successful Bidder fails to pay annual lease rent as per the time mentioned on lease agreement.
41.	Disclaimer	41.1	<p>This Request for Selection (RfS) has been prepared by GRIDCO for the allocation of water surfaces in Rengali Reservoir (Section-B) in Odisha as per the scope of work at SECTION - V.</p> <p>Though adequate care has been taken while preparing the RfS documents, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days</p>

Sr. No.	Particular	Sub Sr. No.	Description
			<p>from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape.</p> <p>While this RfS has been prepared in good faith, GRIDCO does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to RfS becomes the property of GRIDCO and GRIDCO does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the RfS, each Bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfS, nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers on this page.</p>

SECTION - III BID DATA SHEET (BDS)

Sl. No.	Particulars
1.	E-Tender (NIT) No. GRIDCO/RE NODAL AGENCY/E-TENDER/01/2026-27 Dated: 24.04.2026
2.	Purpose: Request for Selection (RfS) for Allocation of water surfaces at Rengali Reservoir (Section-B) in Odisha, selection through Premium based Competitive Bidding (PBCB) for setting up of Floating Solar PV Projects for captive use.
3.	Address of the Owner: GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar– 751022, Odisha Website of GRIDCO: www.gridco.co.in / www.greenenergyinvest.odisha.gov.in Contact Person: Mr. Soumyashri Partha Sarathi Rout (Sr. Manager) Mail Id: renodalagency@gridco.co.in Cell No. 9778825753
4.	Date for availability of Tender document: From: 24/04/2026
5.	Date, Time & Place of the Pre-Bid Meeting: Date: 06/05/2026 11:00 AM Venue: Through VC/ Conference Hall , GRIDCO
6.	Deadline for Online Submission of the Bid: Date: 22/05/2026, 03:00 PM
7.	Due date, Time & Place of the opening of the Techno Commercial Bid: Date: 22/05/2026, 05:00 PM Place: Virtual Mode.

Sl. No.	Particulars
8.	<p>Cost of the Bid Document: Rs.10,000.00 (Rupees Ten Thousand only) Plus GST@18% (total of Rs. 11,800.00) to be submitted in the shape of a Demand Draft issued in favour of “RE NODAL AGENCY ACCOUNT”, payable at Bhubaneswar or through online mode.</p> <p>Note: <i>Note: Bidders are required to submit the DD or UTR number along with the Techno-Commercial Bid else Bid shall be treated as non-responsive.</i></p>
9.	<p>The Bidder shall pay a Bid Security/ EMD of INR 5,000 (Rupees Five Thousand) per acre either in the form of Demand Draft issued in favour of “RE NODAL AGENCY ACCOUNT” and payable at Bhubaneswar, Odisha, only issued by a scheduled bank, or through online mode in which case UTR no./ BG/ Insurance Surety Bond (BG format as per Format F/06) or documentary proof of payment to be provided in accordance with ITB Clause 17; In case of BG/ Insurance Surety Bond, it should be submitted on Non-Judicial Stamp paper of appropriate stamp value.</p> <p><u>Bank Details for Online Payment/ SFMS Messaging in case of BG/ Insurance Surety Bond</u> A/C Name: RE NODAL AGENCY ACCOUNT Bank Name- HDFC Bank Branch Name: CHANDRASEKHARPUR, BHUBANESWAR Ac- count No. 50200079352520 IFSC Code: HDFC0001252</p>
10.	<p>Period of lease: 30 (thirty) years from the date of Lease Agreement. May be extended by up to 5 more years in line with the prevailing rules and regulations and with approval of the State Government.</p>
11.	<p>Bidding Methodology: One Time Premium Based Competitive Bidding with E-Forward Auction.</p>
12.	<p>Techno-commercial Proposal: To be submitted as per the format prescribed in RfS along with the supporting documents.</p>
13.	<p>Bid Validity: Six (6) months from the last date of the submission of the bid.</p>
14.	<p>Premium Proposal: To be submitted as per the format prescribed in Format F/09.</p>

Sl. No.	Particulars
15.	Performance Security: The successful Bidder shall furnish the Performance Security as 10% of the Contract Value (i.e. final upfront premium after e-FA process) within 20 days of the issue of LOA in accordance with the GCC and in the prescribed Format F/07 enclosed in RfS.
16.	Submission of Detailed Project Report (DPR) for allocation of water surfaces: The successful bidder shall submit the detailed Project Report (DPR) within 45 days including power evacuation arrangement from the date of the issue of LOA.
17.	Facilitation fees: The successful bidders shall pay INR 10,000 (Indian Rupees Ten Thousand Only)/ MW/ + 18% GST to GRIDCO as per clause no. 38.1 of ITB.
18.	Letter of Credit: The Successful Bidder shall provide facilities of an irrevocable, revolving and confirmed Letter of Credit (LC) by any designated Nationalized Bank as per clause no. 39.1 of ITB.

SECTION - IV ELIGIBILITY CRITERIA

The proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

The details of qualification requirements including General requirements, technical requirements and financial requirements is provided in the table below. Bidders are required to submit the necessary supporting documents along with the Technical Bid.

Sl. No.	Eligibility Criteria	Required Documents
General Requirement:		
1.	<p>The bidder can be a single bidder or a consortium of bidders¹.</p> <p>In case of consortium, the lead bidder shall be a company registered under the company's act.</p>	<ul style="list-style-type: none"> • Self-attested copy of the Certificate of Incorporation (Col) / Registration Certificate / Certificate of Commencement (CoC) of Business. <p>In case of Consortium:</p> <ul style="list-style-type: none"> • All Partners of Joint Venture/ Consortium shall be domiciled companies in India. • Both the partners of the Joint Venture/ Consortium together shall meet the Technical Qualification & financial qualification criteria mentioned • Such Joint Venture/ consortium shall be formed through Joint Venture/Consortium Agreement as per the format and manner specified in the annexure (2 & 3) to this Tender Documents. • One of the partners fulfilling the Technical and financial qualifying criteria prescribed for lead partner shall be nominated as Lead Partner by the Joint Venture/Consortium and the lead partner shall be exclusively

¹ Consortium partner cannot submit multiple bids with different lead firms. Exclusivity shall be maintained.

Sl. No.	Eligibility Criteria	Required Documents
		<p>authorized to incur liabilities and receive instruction for and on behalf of Joint Venture/Consortium and its other partner. This authorization shall be evidenced by submitting a power of attorney and Joint Venture/Consortium agreement signed by legally authorized signatories of the partners as per Performa.</p>
2.	The Bidder should have valid Goods and Service Tax Identification Number (GSTIN)	<ul style="list-style-type: none"> • Self-attested copy GSTIN Registration Certificate. • In case of Consortium, both partners will submit self-attested copy of GST registration certificate.
3.	The Bidder should have a valid PAN Number	<ul style="list-style-type: none"> • Self-attested copy of PAN Card. In the case of a Consortium, both partners will submit a self-attested copy of the GST registration certificate. • In case of Consortium, both partners will submit self-attested copy of PAN card.
4.	The Bidder shall provide duly notarized Power of Attorney (PoA)/ Board Resolution in original of the signatory of the Bid to commit the Bidder.	Duly notarized PoA in original Non-Judicial Stamp Paper of Appropriate Value as per Format-F/02. In the case of Consortium, submit as per Annexure 3.
5.	The Bidder should have, during the last Five (5) years, neither failed to perform on any agreement (as evidenced by imposition of penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the Bidder) nor been expelled from any project or agreement or have had any agreement terminated for breach of contract by such Bidder.	The Bidder should provide an undertaking (self-certificate) that the Bidder neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Bidder.as per the format provided in Format- F/03.
Technical Requirement:		
6.	<ul style="list-style-type: none"> • The Bidder should have existing/proposed industry in Odisha. • The power generated and consumed for captive requirement of that industry within Odisha. 	<p>Bidders are requested to submit following documents for evaluation:</p> <ul style="list-style-type: none"> • Bidder should provide the proof of consumption units from DISCOM/Electrical Inspector for last one year.

Sl. No.	Eligibility Criteria	Required Documents
		<ul style="list-style-type: none"> In case the bidder is new, then bidder should provide the declaration for consuming the power in Odisha in future along with the Investment approval letter from Government of Odisha. Bidder should provide the details as per Format F/04
Financial Requirement:		
7.	<p>Networth The Bidder should have 20,00,000 per Acre (INR Twenty Lakh per Acre) Net worth in the last financial year i.e. FY 2024-25.</p> <p>NOTE: For the purpose of ascertaining qualification towards meeting Financial Capacity, the Bidder participating as a Single Bidder can meet the Financial Capacity on its own or may utilize the experience of its Group Business Entity/ Parent Company/ Ultimate Parent Company/ Affiliate Company.</p>	CA Certificate indicating Net worth of the company during the last financial year (i.e. FY 2024-25) as per FORMAT- F/05.

Note:

- a. A Company would be required to submit annual audited accounts for the last three financial years, i.e. FY 2022-23, FY 2023-24 and 2024-25, along with Networth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria.

SECTION - V PROJECT SCOPE

TOTAL CAPACITY

The total offered water surface areas in the reservoir is as following:

Sr. No.	Reservoir Name	Section	Water Surface area (Acre)
1	Rengali Reservoir	B	2772

Note:

- The bidder can apply capacity up to 150% of its current or anticipated load requirement.

The detailed diagram and coordinates is attached in the **Annexure 4**

SITE VISIT

The Bidder should visit and examine the work site and its surroundings to gather all necessary information for preparing their Bid response/proposal. The Bidder will bear the costs of the site visit, and GRIDCO will not be liable for any losses incurred during the visit.

The Bidder cannot hold GRIDCO liable for non-compliance due to missing prerequisite information. It is the Bidder's sole responsibility to gather all necessary information about the site, surroundings, working conditions, weather, etc., before submitting the bid response/proposal.

OBLIGATIONS OF BIDDER

a. Submission of Preliminary Proposal by successful bidder for RESWC/SLSWCA/HLCA approval

Within 10 days of the GRIDCO's intimation of tender result to successful bidder, successful bidder shall submit a preliminary Proposal for RESWC/SLSWCA/HLCA approval as per the "Guidelines for Establishing Floating Solar PV Power Projects on Water Bodies in Odisha" issued vide notification number ENG-HYD-HYDRO-0032-2024/1018/En dated 28/01/2025. The general application/processing fee for RESWC/SLSWCA/HLCA approval shall be waived for successful bidder.

b. DPR Preparation

The H1 bidder shall prepare and submit a comprehensive Detailed Project Report (DPR) for the entire allocated project area. Submission of a DPR covering only a portion of the project site will not be allowed. The DPR must specify the total installable project capacity (in MW), and the bidder is required to develop the project for the full capacity indicated in the submitted DPR. Furthermore, the H1 bidder must ensure optimal utilization of the entire feasible surface area of the allocated project location as per the approved DPR. Partial utilization of the project area is strictly prohibited. However, phase wise execution of the project (declared upfront) will be allowed.

c. Obtaining water surface allocation and signing of lease contract

Within 45 days of receiving the LoA, the Bidder must submit their DPR. Once the DPR is approved, the water surface will be allocated to the Bidder, and a lease agreement will be executed with the Department of Water Resources (DoWR), Government of Odisha. If bidder fails to submit the DPR within the timeline, then GRIDCO has all right to cancel the LoA and Performance Security which shall be forfeited.

d. Grid Connectivity:

The project must be designed to connect with the nearest substation of Odisha Power Transmission Company Limited (OPTCL) or ISTS, following the current OERC/CERC regulations. For grid interconnection and metering, the entity must comply with the applicable Grid Code, Grid Connectivity Standards, and Regulations on Communication Systems for transmission of electricity, along with other relevant regulations issued by the Appropriate Commission, Central Electricity Authority (CEA), and any other statutory bodies. The minimum voltage for interconnection should be 132 kV.

For power evacuation and interconnection with the OPTCL substation, bidders are allowed to create a shared pooling transmission infrastructure with other bidders. The responsibility for creating and maintaining this common infrastructure will be shared among all bidders, who can divide the costs based on their project capacities

e. Clearances Required from the State Government and other Local Bodies

For Clearances, the “Guidelines for Establishing Floating Solar PV Power Projects on Water Bodies in Odisha” issued vide notification number ENG-HYD-HYDRO-0032-2024/1018/En dated 28/01/2025 will be strictly followed.

f. Project Completion Period:

The scheduled completion period shall be 18 months from the date of financial closure or 22 months from the date of issuance of the Letter of Intent (LoI), whichever occurs earlier.

g. Timeline and consequences of Delay

For timeline and consequences of delay, the “Guidelines for Establishing Floating Solar PV Power Projects on Water Bodies in Odisha” issued vide notification number ENG-HYD-HYDRO-0032-2024/1018/En dated 28/01/2025 will be strictly followed.

h. Handover over the water surface

Upon the completion of the 30-year lease period, the Bidder must return the water surface to the Department of Water Resources (DoWR), Government of Odisha, free of any liens or encumbrances. Failure to do so will result in the Bidder being barred from participating in any future bids within the State of Odisha and appropriate legal action may be initiated.

OBLIGATION OF GRIDCO

GRIDCO shall facilitate the bidder in obtaining the consents, clearances, and permits, by providing letters of recommendation to the concerned authorities, as may be requested by the Bidder. However, GRIDCO shall not be accountable for any delays in obtaining the consents, clearances, and permits required for development of FSPV plant. It is the sole responsibility of the bidder to acquire all statutory clearances required for the project development. Further, GRIDCO shall facilitate the execution of lease agreement.

TIMELINE FOR BID PROCESS MANAGEMENT AND FINAL ALLOCATION OF WATER SURFACE.

Particular	Responsibility	Date
Advertisement of NIT	GRIDCO	24/04/2026
Upload of RfS Document	GRIDCO	24/04/2026
Pre-Bid Meeting	GRIDCO	02/05/2026
Corrigendum and amendments to the RfS Document	GRIDCO	08/05/2026
Last date for Bid submission	GRIDCO	22/05/2026
Opening of Techno-commercial Bids	GRIDCO	22/05/2026
opening of Financial Bid	GRIDCO	02/06/2026
E-forward Auction conducted	GRIDCO	04/06/2026

Particular	Responsibility	Date
Project Approval from Higher Authority	RESWC/SLSWCA/HLCA	16/06/2026
Issue of Lol to Developer for DPR preparation	GRIDCO	23/06/2026
DPR Preparation	Developer	07/08/2026
Statutory Clearances if any	Developer	23/07/2026
DPR scrutinization and submit to Reservoir Committee	GRIDCO	13/08/2026
Recommendation to DoWR for water surface allocation	Reservoir Committee	20/08/2026
Final allocation of water surface to Developer	DoWR	01/09/2026
Note: Timelines are as per FSPV Guidelines		

SECTION - VI EVALUATION OF BID AND SELECTION OF BIDDERS

Step 1: Techno-Commercial Evaluation of Bidders

- a. Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.
- b. The Envelope A (Techno-Commercial Proposal submitted online) of only those bidders will be opened by GRIDCO whose required documents as mentioned in the RfS are received by GRIDCO. Bid opening (online) will be done only after the receipt of Bid security/ EMD.
- c. Documents received after the bid submission deadline as specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.
- d. GRIDCO will examine all the documents submitted by the Bidders and ascertain meeting the eligibility conditions prescribed in the RfS. During the examination of bids, GRIDCO may seek clarifications/ additional documents in relation to the proposal submitted from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by GRIDCO within 07 (seven) working days from the date of such intimation from GRIDCO. All correspondence in this regard shall be made through email/ e-tender portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. GRIDCO shall not be responsible for rejection of any bid on account of the above.

- e. If it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of GRIDCO. Thereafter, GRIDCO will take appropriate action as deemed fit.
- f. The premium bid will be opened for the eligible bidders only.

Step 2: Opening of Premium Bid

In this step evaluations of Techno-Commercially eligible Bids shall be done based on “**One Time Upfront Premium for Water Surface Lease**” quoted by the Bidders in the Electronic Form of Financial Bid. After this step, the shortlisted Bidders shall be invited for the Forward Auction.

- a. Envelope B (containing the Premium Proposal submitted online) of only those bidders shall be opened whose techno-commercial bids are found to be qualified as per the RfS.
- b. As per the Guidelines for Establishing Floating Solar Photo-Voltaic (FSPV) Power Projects on Water Bodies, the minimum one-time upfront premium that the developer needs to pay is Rs 1 Lakh/ acre apart from an annual lease rent. For the allocation of water surface for development of FSPV project, the bidder shall quote the onetime premium over and above the minimum premium to be paid as per the aforesaid guidelines.
- c. e-FA shall be held and accordingly, Project Location shall be allocated to the successful bidder/s.
- d. After evaluation of Financial Bids, a list of qualified Bidders will be prepared. The Bidders will be ranked in descending order as H1, H2...., Hn. The H1 being the highest onetime upfront premium quoted by a Bidder.

Following table illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	INR 1,10,000/ acre	H1
B2	INR 1,09,000/ acre	H2
B3	INR 10,8,000/ acre	H3
B4	INR 10,8,000/ acre	H3
B5	INR 10,7,000/ acre	H4

- e. If the first round of offered onetime premium/ acre is same for two or more Bidders, then all the Bidders with same premium offered shall be considered of equal rank/ standing in the order.

Step 3: Forward Auction

- a. The forward auction will be conducted through www.tenderwizard.com/gridco portal on the day as intimated by GRIDCO to the techno-commercially qualified Bidders.
- b. Unit wise forward auction will be conducted amongst all bidders.
- c. Regarding the date & time of conducting the e-FA, minimum 3 days prior intimation/ Notice will be given only to the bidders eligible for forward auction.
- d. The start base premium for e-FA will be H1. e-FA shall start from H1 as the minimum onetime premium offered by a bidder.
- e. Shortlisted bidders for Forward Auction will be able to login into the Tender Wizard portal 15 minutes before the start time of the auction event.
- i. Name of bidders shall be anonymously masked during the e-FA process, and its identity shall not be disclosed to anyone.
- ii. During the 15 minutes prior to start of the auction process, the respective upfront premium for water surface lease quoted by the bidder shall be displayed on its window.

- iii. The minimum increment value in premium shall be INR 1,000 per acre of water surface i.e. the Bidder can mention its revised onetime premium which has to be at least INR 1,000 more than its current upfront premium offered.
- iv. Bidders can improve their ranking by quoting the premium higher than their last quoted offer or above quoted offer of any other bidder, taking into consideration that the increment is in the multiples of minimum value as mentioned in the previous clause. However, at any stage, decrease in upfront premium will not be permissible.
- f. During forward auction, the Bidder shall not have the option of changing the water surface area quoted for lease by the bidders.
- g. In the bidder's bidding window, the following information can be viewed by the bidder:
 - It's offered upfront premium as the initial start premium and there after last quoted premium along with the water surface area proposed for leasing by the Bidder.
 - The list of all the Bidders with their following details: Pseudo Identity, last quoted upfront premium and water surface area proposed for leasing.
- h. At any point during E-FA, the quoted offer shall remain enabled for the bidders. The total Forward Auction period shall be unlimited, and the initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by 10 (ten) minutes from the scheduled/extended closing time. If any fresh higher quote is received in last ten minutes of initial auction period or extended auction period, the duration of action would be extended automatically for next 10 minutes from the instant new offer is updated in the portal.
- i. If no revised offer, above the base premium, is received within the initial window of 30 minutes, the E-FA shall be closed at the end of 30th minute and base premium offered by the bidder shall be considered as the final premium.

- j. After conclusion of E-FA (the last updated premium in E-FA will be taken as the final offered onetime upfront premium quoted by the H1 bidder).
- k. Any new premium quoted by the bidder after closure of the E-FA shall be summarily rejected and shall not be considered as a valid offer under any circumstances. For this purpose, tender wizard server log shall prevail.
- l. The bidder shall not involve himself or any of his representatives in premium manipulation of any kind directly or indirectly by communicating with other bidders.
- m. Lease of water surface shall be awarded to successful bidder as per the result of the E-FA. The Bidder quoting the highest onetime upfront premium shall be given the first preference.

Step 4: Selection of Successful Bidders

- a. After conclusion of the unit wise forward auction process, the bidders, with their final one-time upfront premium for leasing of water surface areas offered will be recorded and a time stamping will be done.
- b. The bidders will be listed and ranked in the decreasing order of the upfront premium offered at the end of the auction. In case of a tie among two or more Bidders (i.e. their last quoted premium being the same), they will be considered in the chronological order of their last quoted premium during the auction process with preference to be given to that Bidder who has quoted his last offer during the auction, earlier than others.
- c. Allocation of water surfaces to successful bidder shall be done as per highest quoted upfront premium.

Issuance of LoAs

- a. At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidder.
- b. If the Bidder does not accept the Letter of Award (LoA) within 7 days, GRIDCO reserves the right to cancel the LoA for that Bidder (H1) and issue a new LoA to the H2 Bidder.
- c. GRIDCO's decision with respect to the Premium Based Competitive Bidding and results shall be final and binding on all participating bidders.

SECTION - VII GENERAL CONDITIONS OF CONTRACT (GCC)

No.	Particular	Sub No.	Description
1.	Contract Documents	1.1	<p>Subject to the order of precedence outlined in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The contract document covers, RfS document including all corrigendum and amendments, Bidder offer, letter of award, and correspondence between GRIDCO and the Bidder and the contract agreement, if any.</p>
2.	Interpretation	2.1	<p>In this Contract unless a contrary intention is evident:</p> <ol style="list-style-type: none"> a. the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract. b. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses. c. unless otherwise specified a reference to a clause, sub- clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time. d. a word in the singular includes the plural and a word in the plural includes the singular. e. a word imparting a gender includes other gender. f. a reference to legislation includes legislation repealing, replacing or amending that legislation. g. where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings. h. in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail

No.	Particular	Sub No.	Description
3.	Entire Agreement	3.1	The Contract constitutes the entire agreement between GRIDCO and the Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of the Contract.
4.	Amendment	4.1	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
5.	Non-waiver	5.1	<p>Subject to GCC Clauses 21 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>Any waiver of a party's right, power or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
6.	Severability	6.1	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
7.	Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Bidder and GRIDCO shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		7.2	The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation.
8.	Location	8.1	The location of water surfaces available for lease for the purpose of setting up of floating solar power plant, for

No.	Particular	Sub No.	Description
			captive use, are as per SECTION - V.
9.	Effectiveness of Contract	9.1	This Contract shall come into force and effect from the date of acceptance of GRIDCO's Letter of Award (LoA).
10.	Authorized Representative	10.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed: on behalf of GRIDCO byor his designated representative on behalf of the Bidder by or his designated representative.
11.	Relation between the Parties	11.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between GRIDCO and the Bidder. The Bidder, under this Contract, shall have complete charge of Personnel performing for the Works and shall be fully responsible for the Works performed by them or on their behalf hereunder.
12.	Notices	12.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below at Clause 12.2. The term "in writing" means communicated in written form with proof of receipt.
		12.2	<p>Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, email to such Party at the following address or hosted in Website:</p> <p>a. For GRIDCO: Attention: Chief Project Manager (RE) Postal Address: GRIDCO Ltd Regd. Office, Janpath Bhoinagar, Bhubaneshwar – 751022, Odisha Phone: +91 6372556511 , +91 9778825753 Email: renodalagency@gridco.co.in</p> <p>b. For the Bidder: Attention: Postal Address:</p>

No.	Particular	Sub No.	Description
			Phone: Email:
		12.3	Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or registered mail, Fax, email or hosted in website.
		12.4	A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.
13.	Governing Law	13.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Bhubaneswar and High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.
14.	Settlement of Disputes	14.1	GRIDCO and the Bidder shall make every effort to resolve the dispute amicably by direct informal negotiation.
		14.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to MD, GRIDCO who shall be the sole arbitrator for this purpose. If dispute doesn't get resolved by MD, GRIDCO, the same shall be governed by the provisions of arbitration and conciliation Act 1996.
15.	Commencement of Works	15.1	The Bidder, shall begin carrying out the Works in line with the issued " Guidelines for Establishing Floating Solar PV Power Projects on Water Bodies in Odisha " vide notification no ENG-HYD-HYDRO-0032-2024/1018/En dated 28/01/2025.
16.	Bidder's Responsibility	16.1	The Bidder shall make all possible efforts to utilize the allocated water surface for the purpose it has been allocated. It shall ensure to maintain the captive status of the project all time, during the useful life of the project.
17.	GRIDCO's Responsibility	17.1	For successful completion of the assignment, GRIDCO shall assist the Bidder in all possible ways, wherever required. However, the Bidder shall bear all costs involved in the performance of its responsibilities.

No.	Particular	Sub No.	Description
		17.2	GRIDCO shall act as the nodal point for implementation of the project and for issuing necessary instructions, recommendations, facilitation, commissioning, acceptance certificates, etc.
18.	Performance Security	18.1	<ul style="list-style-type: none"> • Bidders selected by GRIDCO based on this RfS shall submit Performance Security in the form of BG/ Insurance Surety Bond for a value equivalent to 10% of the Contract Value (i.e. final upfront premium after e-FA process) from a scheduled bank encashable at Bhubaneswar only as mentioned in Annexure-1(in Indian Rupees) within 20 days of issuance of LOA. It may be noted that successful Bidders shall submit the Contact Performance Bank Guarantee as per Format F/07 provided in the RfS with validity period up to beyond sixty (60) days from the Scheduled date of Commissioning or Actual date of Commissioning whichever is later. On receipt and after successful verification of the total Performance Security in the acceptable form, the BG/ Insurance Surety Bond submitted towards bid security (EMD) shall be returned by GRIDCO to the successful Bidder. Performance Security should be submitted in Non-Judicial Stamp paper of appropriate stamp value as per Stamp Act. • In case the bidder is a Joint Venture/ Consortium, the Bank Guarantee(s) towards Performance Security shall be issued by the Bank containing the names of all Joint Venture/Consortium Partners. These Bank Guarantee(s) may be issued by the Lead Partner on behalf of Joint Venture/ Consortium agreement. • If Bidder fails to provide Performance Security within the above stipulated time, then LoA shall be cancelled. • The successful bidder shall submit the revised Performance Security as per the final allocation of water surface area within 15 days upon which, the previously submitted Performance Security shall be returned.

No.	Particular	Sub No.	Description
		18.2	GRIDCO shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the bidder commits any delay or default or commits any breach of the terms and conditions of the Contract.
		18.3	The Performance Security shall be denominated in Indian Rupees. In case of extension of the contract period for any reason, the validity period of Performance Security will be extended accordingly.
		18.4	The Performance Security of bidders shall be returned after successful commissioning of their projects after considering any liquidated damages due to delays in commissioning as per the conditions stipulated in RfS.
19.	Confidential Information	19.1	<p>The bidder and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this contract has been made.</p> <p>The obligation of a party under this clause, however, shall not apply to information that:</p> <ol style="list-style-type: none"> a. now or hereafter enters the public domain through no fault of that party. b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or c. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
20.	Liquidated Damages	20.1	If the bidder fails to start the project within the specified time, as per the clause 4.3 of Guidelines for Establishing Floating Solar PV Power Projects on Water Bodies in Odisha, the onetime premium amount and lease rent paid by the bidder will not be returned and Performance Security of the bidder shall be forfeited with respect to the Un-commissioned Project capacity.
21.	Force Majeure	21.1	For the purposes of this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party, and which makes a Party's performance of

No.	Particular	Sub No.	Description
			its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
		21.2	Force Majeure shall not include: a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-developer or agents or employees, nor b) Any event which a diligent Party could reasonably have been expected to both (i) consider at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder
		21.3	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
		21.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
		21.5	A Party affected by an event of Force Majeure shall notify GRIDCO of such event as soon as possible, and in any event, not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

No.	Particular	Sub No.	Description
		21.6	The decision of GRIDCO about the occurrence, continuation, period, or extent of Force Majeure shall be final and binding on the Bidder.
		21.8	The time for construction of project shall be extended for a period equal to the time during which the Force Majeure was prevalent.
22.	Cancellation	22.1	Cancellation of the projects shall be guided as per as per the “Guidelines for Establishing Floating Solar PV Power Projects on Water Bodies”
23.	Disclaimer	23.1	<p>a. GRIDCO reserves the right to share, with any Bidder of its choice, any resultant Proposals, to secure expert opinion.</p> <p>b. GRIDCO reserves the right to accept or reject any proposal deemed to be in its best interest.</p>
24.	Indemnity Obligation	24.1	<p>The Successful Bidder shall indemnify, defend and hold harmless GRIDCO, its officers, employees and agents from and against any and all claims, damages, losses, liabilities, costs and expenses (including legal fees) arising out of or in connection with:</p> <ul style="list-style-type: none"> • any breach of obligations under this RfP by the Successful Bidder. • any negligence, omission or misconduct of the Successful Bidder or its personnel; • any inaccuracy, deficiency or error in the DPR; • any failure to comply with applicable laws, regulations, • The Successful Bidder’s indemnity obligations shall survive termination or completion of the Contract.

SECTION - VIII DEFINITIONS OF TERMS

Definitions and abbreviation	:	Description
AC	:	shall mean Alternating Current
Act	:	"ACT" or "ELECTRICITY ACT, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Work Order hereto, the standard set forth in this Work Order hereto, shall be deemed to be the standards under Applicable Laws
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder.
BDS	:	shall mean Bid Data Sheet
Bid	:	shall mean the response submitted by the Bidders in accordance with the terms and conditions of this RfS.
Bidder	:	shall mean the Bidding Company as per RfS.
Captive Power Project	:	Shall mean the project that qualify for captive status as per the definition of EA 2003 and Section 9 of the EA 2003.
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.
CPSU	:	shall mean Central Public Sector Undertaking
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
DISCOM	:	Electricity Distribution Company
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	The date of allocation of water surfaces on lease, in the name of the Bidder.

E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean www.tenderwizard.com/gridco
Equity	:	shall mean Net Worth as defined in Companies Act, 2013
FY	:	shall mean Financial Year
GoO	:	shall mean Government of Odisha
GRIDCO	:	Shall mean GRIDCO Limited
IFSC	:	shall mean Indian Financial System Code
INR	:	shall mean Indian Rupees
LOA	:	“Letter of Award” shall mean the letter issued by GRIDCO to the selected Bidder for award of the Project.
Month	:	shall mean a calendar month
Networth	:	shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013
OERC	:	Shall mean Odisha Electricity Regulatory Commission
Project	:	shall mean “FLOATING SOLAR PV PROJECT”
Project Capacity	:	shall mean the maximum AC capacity at the Delivery Point as specified by the Project Developer under the DPR.
Project Site	:	shall mean the site details provided by GRIDCO in the RfS.
Promoter	:	shall mean Promoter as defined in the Companies Act, 2013
PSU	:	shall mean Public Sector Undertaking
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed specific to Odisha;
Qualified Bidder (s)	:	shall mean the Qualified Bidder who is meeting Qualification Requirement.
FSPV	:	Shall mean Floating Solar PV Project
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
Selected Bidder	:	“SELECTED BIDDER” or “SUCCESSFUL BIDDER” shall mean the Bidder selected pursuant to this RfS for allocation of water surface
SNA	:	State Nodal Agency for Renewable Energy i.e. GRIDCO
Tax	:	shall mean all applicable taxes;

SECTION - IX CONTRACT FORM

FORMAT F/01: Bid Submission Form (covering letter)

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

To,
Chief Project Manager
RE Nodal Agency, GRIDCO Ltd
Regd. Office, Janpath
Bhoinagar, Bhubaneshwar – 751022,
Odisha

Dear Sir,

Sub: Allocation of water surfaces at Rengali Reservoir (Section-B) in Odisha, selection through Premium based Competitive Bidding (PBCB) for setting up of Floating Solar PV Projects for captive use.

I, _____, M/s _____ herewith enclose the proposal for Allocation of water surfaces at Rengali Reservoir (Section-B) in Odisha, selection through Premium based Competitive Bidding (PBCB) for setting up of Floating Solar PV Projects for captive use.

We hereby confirm that we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of the clauses of RfP are acceptable to us and we have not taken any deviation to these clauses.

- a. Bid Security (EMD):
- b. Performance Security:
- c. Deliverables:
- d. Bid Validity Period:
- e. Letter of Credit
- f. Facilitation fees

We further confirm that any deviation to the above clauses at Sl.No. (a) through (f) found anywhere in our Bid Proposal, implicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to GRIDCO.

I hereby accept and abide by the scope & terms and conditions of RfP document unconditionally.

Signature of Authorized Signatory:

Full Name:

Designation:

Witnesses:

Name:

Designation:

Signature

FORMAT F/02: Power of Attorney

(To be provided by the Lead/ Single Bidder)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Know all men by these presents that we M/s _____ a company organised and existing under the laws of (name of country) having its registered/principal office/place of business at _____ represented by (name of persons) (the "executant") do hereby nominate, constitute, authorize and appoint Mr. [_____ name of attorney], son of [_____], resident of [_____] and presently employed with [employer name], a company/corporation organised and _____ existing under the laws of (name of the country) and having its registered office/principal place of business at _____ as our true and lawful attorney ("the attorney") to do in our name and on our behalf all or any of the following acts, deeds and things in connection with or in respect of or relating to the notice inviting tender no. _____ dated _____ (the "NIT") issued by GRIDCO Ltd, a company organised and existing under the laws of India and having its registered office/principal place of business (under the companies act) (at GRIDCO Limited., Janpath, Bhoi Nagar, Bhubaneshwar - 751022, Odisha, India) (the "Employer") for the execution of the works described in the notice inviting tender (NIT) (the "works") that is to say:

To prepare, offer, sign, submit and deliver to the employer the executant's bid for the services pursuant to the nit (the "bid") including to make, sign submit, deliver, execute, and accept all documents, including applications and other writings necessary for or incidental to the signing, submission and delivery of the bid to the employer; to negotiate, enter into, sign and execute, accept and deliver all contracts undertakings, acceptances and other writings consequent upon acceptance of the executant's bid; participate in Bidder's and other conferences and provide all information required by the employer and to furnish/seek clarifications arising out of or relating to the nit and, upon award of the contract consequent to the acceptance of the executant's bid by the employer;

To represent and act on behalf of the executant in respect of all matters before the employer relating to the executant to bid and upon the acceptance of the executant's bid by the employer including the resultant contract on such the acceptance of the executant's bid (the "contract") in respect of all matters relating to or arising out of or concerning the contract and to generally deal with the employer on behalf of the executant in all matters arising out of or in connection with or relating to or arising out of the executant's bid. The nit and the contract in the event of acceptance of the executant's bid by the employer.

And generally, to do any and all other and further acts, deeds and things which are necessary for or incidental to or deemed appropriate for more effectual exercise of the powers hereby conferred.

And we, the executant above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorney pursuant to and in the exercise of the powers hereby conferred and all acts, deeds and things

done or caused to be done by our said attorney pursuant hereto shall always be deemed to be the acts, deeds and things done by the company itself.

In witness whereof, this power of attorney on this [date] day of [month], [2024] has been executed under the common seal of the company, at (name of place).

For [name of the executant]

By

(Name of Officer)

Title

WITNESSES

- 1.
- 2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, shall be duly apostilled as per Hague Convention 1961 or duly stamped in accordance with Indian Stamp Act, 1899 within three months from the date of receipt of POA in India.

*Strike out the form if not applicable for the Bidder.

FORMAT F/03: Undertaking for Project Performance

(To be submitted on the letterhead of the Bidder)

I, _____, M/s _____ hereby certify that I/ we have neither failed to perform on any agreement nor been expelled from any project or agreement nor have any agreement terminated for breach of contract during last 05 (five) years.

If the information submitted above is found to be erroneous in future, the contract, if given to the firm shall be rejected without assigning any reasons thereof.

Signature of Authorized Signatory:

Full Name:

Designation

FORMAT F/04: Technical Requirement

(This should be submitted on the letterhead of the Bidding Company)

Ref. No. Date:
From: (Insert name and address of Bidding Company/ Lead Member of Consortium)
Tel.#: Fax#:
E-mail address#
To
GRIDCO,
Bhubaneshwar – 751022, Odisha
Sub: Response to RfS No. ____ dated ____ for ____.

We are submitting the Industry (Existing/Proposed) details as follows:

Particular	Response
Type of Existing Industry	
Location of the Industry	
Annual Consumption (MU)	
Requirement of RE Power for captive purpose	
HLCA/SLSWCA approval Status	

Particular	Response
Type of Proposed Industry	
Location of the Proposed Industry	
Proposed Annual Consumption (MU)	
Proposed Requirement of RE Power for captive purpose	
HLCA/SLSWCA approval Status	

FORMAT F/05: Financial Requirement (CA Certificate Format)

(This should be submitted on the letterhead of the Bidding Company)

Ref. No.

Date:

From: (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: Fax#:

E-mail address#

To

GRIDCO,

Bhubaneshwar – 751022, Odisha

Sub: Response to RfS No. ____ dated ____ for ____.

Dear Sir/ Madam,

We certify that the Bidding Company is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, is fulfilling the minimum Networth criteria, by demonstrating a Networth of Rs _____ Cr as following:

Particular	FY:2022-23	FY:2023-24	FY:2024-25
Company Networth (Rs. in Crore)			

Note:

- a. Consolidated Audited Annual Reports/Financial Statements for last three applicable financial years have to be provided as proof for company Net Worth.
- b. The above statement shall be duly certified by the Chartered Accountant firm as proof for Networth based on the Audited Accounts

FORMAT F/06: Bank Guarantee Towards Earnest Money Deposit (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection through Premium Based Competitive Bidding (PBCB) for allocation of water surfaces at Rengali Reservoir (Section-B) in Odisha, towards setting up of Floating Solar PV projects for captive use, in response to the RfS No. [Insert Rfs No. and date] issued by GRIDCO Ltd. (hereinafter referred to as GRIDCO) and [Insert the name of the Bidder] being a bidder is required to deposit an Earnest Money Deposit (EMD) as per the terms of the RfS, having agreed for submission of an irrevocable bank guarantee for Rupees Figures____ [Rupees words ____ Only], towards security / guarantee for compliance of his obligations in accordance with the terms and conditions of the Tender.

[Name of Bank] (“Guarantor Bank”)

Address: - BHUBANESWAR Branch

BANK GUARANTEE NO: { }

DATE: {Date of creation}

Amount: { }

We {Name & Address of Bank (here in after referred to as “Guarantor Bank”) hereby agree unequivocally, irrevocably and unconditionally to pay GRIDCO Ltd. an amount not exceeding Rupees {figures____ }/- [Rupees { words____}]on demand by the GRIDCO Ltd. .

The Guarantor Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from GRIDCO Ltd. or any representative authorized by it. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rupees {figures ____ } - [Rupees {words ____}]

The Guarantor Bank do hereby expressly agree that it shall not require any proof in addition to the written demand from GRIDCO Ltd. or its authorized representative, made in any format,

raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to GRIDCO Ltd. or its authorized representative.

We, the said bank further undertakes to pay to GRIDCO Ltd. any money so demanded notwithstanding any disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The Guarantor Bank further agree that the guarantee herein contained shall remain in full force and effect until {One month after expiry of the transaction}. GRIDCO Ltd. shall be entitled to invoke this Guarantee until {the date in the preceding sentence}.

The Guarantor Bank further agree that GRIDCO Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender. We shall not be relieved from our liability by reason of any such variation.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at BHUBANESWAR shall have exclusive jurisdiction.

The Guarantor Bank represent that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, GRIDCO Ltd. or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by GRIDCO Ltd. or its authorized representative or to exercise, levy or enforce any distress, diligence or other processes against the Bidder.

The Guarantor Bank hereby agrees and acknowledges that GRIDCO Ltd. shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee amount will be remitted to the account of GRIDCO Ltd. as mentioned in the written demand from GRIDCO Ltd.

We {Name of Bank} lastly undertake not to revoke this guarantee except with the previous consent of GRIDCO Ltd. in writing.

Notwithstanding anything contained herein,

- i. Our liability under this guarantee shall not exceed Rupees {figures____} [Rupees words____]
- ii. This bank guarantee shall be valid up to {One month after expiry of the transaction}. GRIDCO Ltd. shall be entitled to invoke this Guarantee until {the date in the preceding sentence}.
- iii. We are liable to pay the guarantee amount or any part thereof under this guarantee only if you serve us a written claim or demand at our office, {Name and Address of Bank BHUBANESWAR Branch} within the validity period of this Bank Guarantee. After which the bank shall be discharged from all the liabilities.

Place: Bhubaneswar

For

Signature:

Name:

Power of Attorney No.:

[Insert Name and Address of the Bank]

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this day of , 20

FORMAT F/06: Insurance Surety Bond Towards Earnest Money Deposit (EMD)

Form of Insurance Surety Bond towards EMD
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To

GRIDCO Ltd.,

Bhoinagar, Janpath,

Bhubaneswar, Odisha 751022

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. {Tender Reference No.}, M/s {Name of the Bidder} having its Registered/Head Office at {Bidder's Office address} (hereinafter called the 'Bidder') wish to participate in the said bid for {Tender Title}.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of INR(*)...../- (Indian Rupees Only) valid for days from(**) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the {Name of the Insurer} having our Head Office at {address of the Insurer} hereby agrees unequivocally, irrevocably and unconditionally to pay to GRIDCO, Bhoinagar, Janpath, Bhubaneswar, Odisha - 751022 forthwith without demur on demand in writing from GRIDCO Ltd. or any Officer authorized by it in this behalf, any amount upto and not exceeding INR (Indian Rupees Only), on behalf of M/s {Name of the Bidder} within 07 working days from the date of receipt of written demand by GRIDCO without any reservation, protest, demand and recourse. Any such demand made by GRIDCO Ltd. shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any right/remedy available to the supplier in terms thereof.

This guarantee shall be valid and binding on the {Name of the Insurer} upto and including(Date) and shall not be terminable by notice or any change in the constitution of the {Name of the Insurer} or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreements.

Our liability under this Guarantee is restricted to INR/- (Indian Rupees Only). Our Guarantee shall remain in force until GRIDCO shall be

entitled to invoke this Guarantee till

The Guarantor Insurance Company hereby agrees and acknowledges that the GRIDCO shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by GRIDCO Ltd., made in any format, raised at the {Address of the Guarantor office at Bhubaneswar} of the Guarantor Insurance Company, in order to make the said payment to GRIDCO Ltd.

The Guarantor Insurance Company shall make payment here under on first demand without restriction or conditions and notwithstanding any objection by M/s {Name of the Bidder} and/ or any other person. The Guarantor Insurance Company shall not require GRIDCO Ltd. to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against GRIDCO Ltd. in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar/Cuttack shall have exclusive jurisdiction.

The Guarantor Insurance Company represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Insurance Company in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly GRIDCO Ltd. shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by GRIDCO Ltd. or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR/- (Indian Rupees Only) and it shall remain in force until

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if GRIDCO Ltd. serves upon us a written claim or demand.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this day of 20..... at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide Power of Attorney PoA No.....

Date.....

FORMAT F/07: Performance Security: Bank Guarantee

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Date:

Contract Name and No.:

To:

__ WHEREAS _____ (hereinafter "Captive Developer") has undertaken, pursuant to Contract No. _____ dated _____, _____ to develop Floating Solar project in Odisha and for captive use.

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Captive Developer shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Captive Developer's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the GRIDCO a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Captive Developer, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Captive Developer to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. The guarantee can be presented by GRIDCO at any of our branches at Bhubaneswar who will pay the claim amount to GRIDCO immediately.

In case of any delay by the Guarantor, in remitting the amounts under the present Guarantee, within 15 days from the date of receipt of notice of demand from GRIDCO, the Guarantor agrees to pay interest at the rate of 18% per annum compounded on quarterly rests from the date of demand, until the date of payment.

The Guarantor also agrees that GRIDCO at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee GRIDCO may have in relation to the Bidder's liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of Rs. (_____ / - / Indian Rupees _____ only) exclusive of interest payable on the

amount demanded in the notice till the date of payment to GRIDCO and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in

This security is valid until the _____ day of _____. Name _____ In the capacity of _____ Signed _____ Duly authorized to sign the security for and on behalf of _____ Date _____

Notwithstanding anything contained herein above.

- i. Our liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____) only.
- ii. The Bank Guarantee shall be valid up to _____ only.
- iii. We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter. For _____ (indicate the name of the Bank)

N.B.:

(1) Name of the Captive Developer:

(2) No. & Date of the Letter of Award / Contract:

(3) Amount of the Bank Guarantee: Rs.....

(4) Validity period or date up to which the Contract is valid:

(5) Signature of the Constituent Authority of the Bank with seal:

(6) Name & Addresses of the Witnesses with signature:

(7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s). In the presence of

1. Name & Address _____
Witness _____

2. Name & Address _____
Witness _____

FORMAT F/07: Performance Security: Insurance Surety Bond

Form of Insurance Surety Bond towards Performance Security
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To
{Owner's Name
and
Address}

Dear Sirs,

In consideration of the GRIDCO Ltd. (Hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Supplier's Name]..... with its Registered/Head Office at (Hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Owner's Purchase Order No..... dated. and the same having been unequivocally accepted by the Supplier, resulting into a Contract bearing No..... dated, valued at for and the Supplier having agreed to provide a Performance Security for the faithful performance of the entire Contract equivalent to(*).....% (percent) of the said value of the Contract to the Owner.

We[Name & Address of the Insurer] having its Head Office at (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all amount payable by the Supplier to the extent of(*)..... as aforesaid at any time up to [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Supplier.

Any such demand made by the Owner on the Insurer shall be conclusive and binding notwithstanding any difference between the Owner and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Insurer under

this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Supplier for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Owner shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Supplier or any other course or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Owner may have in relation to the Supplier's liabilities. The Guarantor Insurance Company hereby agrees and acknowledges that the GRIDCO shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by GRIDCO Ltd., made in any format raised at the {Address of the Guarantor office at Bhubaneswar} of the Guarantor Insurance Company, in order to make the said payment to GRIDCO Ltd. This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar/Cuttack shall have exclusive jurisdiction.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to(*)..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s{Supplier's Name} on whose behalf this Insurance Surety Bond has been given.

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if GRIDCO Ltd. serves upon us a written claim or demand.

Dated this day of 20..... at.....

WITNESS :

1..... (Signature)

(Signature)

.....

.....

(Name)

(Name)

.....

(Official Address)

(Designation with Insurer)

Stamp) Authorised Vide Power of Attorney No.....

Date.....

2.

(Signature)

.....

(Name)

.....

(Official Address)

Notes :

1.(*) This sum shall be five percent (05%) of the Contract Price.

2.The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

3.The Owner shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4.The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

5.While getting the Insurance Surety Bond issued, the Supplier is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Supplier is required to fill up this Form and enclose the same with the Insurance Surety Bond

FORMAT F/08: Format for Clarifications/ Amendments on the RfS

(Applicable only for the Pre-Bid meeting before submission of the Bid in response to the RfS)

S.No.	Document	Clause No.	Existing Clause	Query/ Suggested Changes	Rationale

Signature _____

For

Bidder's Rubber Stamp and Full Address

(Note: This format shall be used for submission of requests for clarifications/amendments on the RfS)

FORMAT F/09: Premium Proposal for Allocation of water surfaces

RfS No..... Date.....

Name of Bidder.....

Sr. No.	Reservoir Name	Section	Water Surface Area (Acre)	Upfront Premium (INR/Acre)	Total Cost (INR)	GST (18%)	Total Cost Including GST (INR/Acre)
1	Rengali	B	2772				

Dated the day of 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure-1: Special Instructions to bidder for e-tendering and Forward Auction

Bidders shall submit the bid in Electronic Mode only (except few documents to be submitted in hard copy) i.e., with the tender website www.tenderwizard.com/GRIDCO. The Bidder must ensure that the bids are received in the specified tender website of GRIDCO by the date and time indicated in the Tender notice.

Bids submitted by telex/telegram will not be accepted. No request to submit the Bids in physical form will be entertained by GRIDCO.

GRIDCO reserves the right to reject any bid, which is not submitted according to the instruction, stipulated.

Registration on E-Procurement Portal

- Bidders must possess Compatible Digital Signature Certificate (DSC) of Class-III.
- Bidders are requested to follow the below steps for Registration on the tender website:
 - Click “Register”, fill the online registration form.
 - Pay the amount of Rs.2,000 + 18% GST/- through online payment to the KSEDCLtd. This registration is valid for one year.
 - Send the acknowledgment copy for verification.
 - As soon as the verification is done the e-tender user id will be enabled.
- After viewing Tender Notification, if the Bidder intends to participate in tender, he has to use his e-tendering User Id and Password which would have been received after registration.

- If any Bidder wants to participate in the tender, he will have to follow the instructions given below:
- Insert the PKI (which consist of your Digital Signature Certificate) in your System.
- (Note: Make sure that necessary software of PKI be installed in your system).
- Click / Double Click to open the Microsoft Internet Explorer.
- Type www.tenderwizard.com/GRIDCO in the address bar, to access the Login Screen.
- Enter e-tender User Id and Password, click on “Go”.
- Click on “Click here to login” for selecting the Digital Signature Certificate.
- Select the Certificate and enter DSC Password.
- Re-enter the e-Procurement User Id Password.
- To make a request for Tender Document, Bidder will have to follow below mentioned steps.
- Click “Applied” to view / apply for new tenders.
- Click on Request icon for online request.
- Pay the tender processing fee of INR 5,000 + 18% GST/- through online payment to the KSEDC Ltd.
- After making the request, Bidder will receive the Bid Documents which can be checked and downloaded by following the below steps:
- Click to view the tender documents which are received by the user.

- Tender document screen appears.
- Click “Click here to download” to download the documents.
- After completing all the formalities Bidder will have to submit the tender and they must take care of following instructions.
- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
- Note down / take a print of bid control number once it is displayed on the screen
- All the softcopies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or .jpg or .jpeg format.
- The Price Bid shall be uploaded on the e-tender portal only in Microsoft .xlsm format as per the sample format given in Format 14 only. By no other means, except online through e-tender portal, the Price Bid shall be accepted for evaluation of the Bids.
- Competitors bid sheets will be available in the website.
- For any e-tendering assistance, contact help desk number mentioned below.
- Bangalore – 080- 40482000 or Mobile No. 9937140591

E-FORWARD Auction (E-FA)

At least 3 days prior to Forward auction, an advance intimation regarding the date and time of the forward auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Forward Auction.

E-FA shall be carried out for each individual project separately. For each individual location highest

quoted premium will be set as “base premium” at the start of E-FA process.

The shortlisted Bidders for E-FA will be able to login into the E-tender portal www.tenderwizard.com/GRIDCO fifteen (15) minutes before the start time of the E-Forward Auction.

The ‘initial auction period’ will be for a period of thirty (30) minutes.

An auto extension shall be made for another Ten (10) minutes from the ‘scheduled closing time of the initial auction period’ once any qualified bidder quotes a premium higher than the base premium.

The auto extension of Ten (10) minutes will be termed as ‘auto extended auction period’.

If any Bidder quotes a premium higher than the highest premium in the auction floor during the ‘auto extended auction period’, then a new auto extension shall be made for an additional Ten (10) minutes from the ‘scheduled closing time of the extended auction period’ and so on.

If any Bidder does not quote a premium higher than the highest premium in the auction floor during the ‘auto extended auction period’, then the E-FA process will get automatically closed after the completion of auto extended period of 10 minutes.

The minimum increment value for premium shall be in the INR 1,000 from last quoted premium.

The Bidders can only quote any value higher than the highest premium quoted by any other Bidder. However, at any stage, a Bidder cannot decrease its premium or match the highest premium.

Annexure-2: Proforma of Joint Venture/Consortium Agreement

(On Non-Judicial Stamp Paper of Appropriate Value to be purchased in the Name of Joint Venture/Consortium)

JOINT VENTURE/CONSORTIUM AGREEMENT BETWEEN AND
..... FOR BID SPECIFICATION NO.....OF (GRIDCO)

THIS JOINT VENTURE/CONSORTIUM AGREEMENT executed on thisday ofTwo thousand andbetween M/s.....a company incorporated under the laws of and having its Registered Office at..... (hereinafter called the “Lead Partner” which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws of and having its Registered Office at(hereinafter called the “Other Partner” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Tender Specification No.:..... “for allocation water surfaces at Rengali Reservoir (Section-B) in Odisha towards setting up of Floating Solar PV projects for captive use” issued by GRIDCO Ltd, Office at GRIDCO Office, Janapath, Bhubaneswar (hereinafter called the “GRIDCO”).

WHEREAS GRIDCO invited bids as per the above mentioned SPECIFICATION NO.....

AND WHEREAS Qualification Requirement of the Bidder as per Instruction To Bidder (ITB), forming part of the bidding documents, stipulates that a Joint Venture/Consortium of two qualified firms as partners, meeting the requirement for the bid as applicable may bid, provided the Joint Venture/Consortium fulfills all other requirements jointly and in such a case, the BID shall be signed by the Lead partners legally bind both the Partners of the Joint Venture/Consortium, who will be jointly and severally liable to perform the Contract and all obligations thereunder.

AND WHEREAS the Joint Venture/Consortium agreement shall be attached to the bid and the Performance Security will be submitted separately as per the format enclosed with the bidding document without any restriction of liability for either party. AND WHEREAS the bid has been submitted to GRIDCO vide Bid Proposal Nodatedby Lead Partner based on the Joint Venture/Consortium agreement between the Partners under these presents and the bid in accordance with the requirements of Qualification Requirement of the Bidders, has been signed by the partners.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreement both the Partners to this Joint Venture/Consortium do hereby now agree as follows:

1. In consideration of the award of the Contract by GRIDCO to the Joint Venture/Consortium partners, we, the Partners to the Joint Venture/Consortium agreement do hereby agree that M/s..... shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto GRIDCO for the successful performance of the Contract and shall be fully responsible for execution of the Contract.

2. In case of any breach of the said Contract by the Lead Partner or other Partner, we do hereby agree to

be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if GRIDCO suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of services in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to GRIDCO, on its demand without any demur. It shall not be necessary or obligatory for GRIDCO to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner.

4. The financial liability of the Partners of this Joint Venture/Consortium agreement to GRIDCO, with respect to any of the claims arising out of the non-performance of the obligation set forth in the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture/Consortium agreement.

5. It is expressly understood and agreed between the Partners to this Joint Venture/Consortium agreement that of each of the Partners shall be as delineated hereunder.

- a. the sharing of responsibilities and obligation.
- b. Extent of participation of each party in the Joint Venture/Consortium.
- c. Commitment of each party to furnish the Performance Security to the extent of his participation in the Joint Venture/Consortium.
- d. Responsibility of each Partner of Joint Venture/Consortium (in terms of Physical and Financial involvement).
- e. Working Capital arrangement of Joint Venture/Consortium.
- f. Provision that NEITHER party of the Joint Venture/Consortium shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in Joint Venture/Consortium to any party including existing partner (s) of the Joint Venture/Consortium. The GRIDCO derives right for any consequent action (including blacklisting) against any or all Joint Venture/Consortium partners in case of any breach in this regard.
- g. Management Structure of Joint Venture/Consortium with details.
- h. Lead Partner to be identified who shall be empowered by the Joint Venture/Consortium to incur liabilities on behalf of Joint Venture/Consortium and to receive instructions for and on behalf of the Partners of Joint Venture/Consortium, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.
- i. the Profit Sharing Ratio of the partners of the Joint Venture/Consortium

6. This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack (Odisha) shall have the exclusive jurisdiction in all matters arising there under.

7. In case of an award of Contract, We the Partners to the Joint Venture/Consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of GRIDCO in the forms acceptable to GRIDCO for value of 10% of the Contract Price in the profit sharing ratio of our share in the Joint Venture/Consortium Agreement.

8. It is further agreed that the Joint Venture/Consortium agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till GRIDCO discharges the same. It shall be effective from the date mentioned above for all purposes and intents.

IN WITNESS WHERE OF the Partners to the Joint Venture/Consortium agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year mentioned above.

1. Common Seal.....of **For Lead Partner** has been affixed in my/our pursuant to the Board of Director's dated.....
(Signature of authorized resolution representative)

Signature..... Signature Name.....
Name Designation..... Designation
(Common Seal of the company)

2. Common Seal.....of **For Other Partner** has been affixed in my/our pursuant to the Board of Director's dated.....
(Signature of authorized representative)

Signature Signature.....
Name..... Name
Designation..... Designation
(Common Seal of the company)

WITNESS

1. Signature:
Name:
Official Address:

2. Signature:
Name:
Official Address:

Annexure-3: Proforma of Power of Attorney for Joint Venture/Consortium

(On Non –Judicial Stamp Paper of Appropriate value to be Purchased in the Name of JOINT VENTURE/CONSORTIUM)

POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Joint Venture/Consortium Partners whose details are given hereunder.....have formed a Joint Venture/Consortium under the laws of Intra India and having our Registered Office (s) / Head Office (s) at(each hereinafter called the 'Joint Venture/Consortium' partly which expression shall unless repugnant to the context or meaning thereof, include its respective successors, administrators and assign(s) and now acting through M/s.....being the lead Partner in-charge do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of India and having its Registered/Head Office atas our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "lead Partner in Charge") to exercise all or any of the powers for and on behalf of the Joint Venture/Consortium in regard to specification No.....GRIDCO LIMITED (hereinafter called the "GRIDCO") and the bids for which have been invited by GRIDCO, to undertake the following acts

1. To submit proposal and participate in the aforesaid Bid – Specification of GRIDCO on behalf of the "Joint Venture/Consortium".
2. To negotiate with GRIDCO the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with GRIDCO for and on behalf of the "Joint Venture/Consortium".
3. To do any other act or submit any document related to the above.
4. To receive, accept and execute the contract for and on behalf of the "Joint Venture/ Consortium".
5. To receive payment on behalf of the Joint Venture/Consortium.
6. To submit Bank Guarantee on behalf of the Joint Venture/Consortium.

It is clearly understood that the Partner in –charge (Lead Partner) shall ensure performance of the contracts (s) and if one or more Partner fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the partners.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Latent Defect Period in terms of the contract.

The Joint Venture/Consortium partners hereby agree and undertake to ratify and confirm all the actions whatsoever the said Attorney/Authorised Representative / Partner in-charge takes.

It is proposed on behalf of the Joint Venture/Consortium by virtue of this Power of Attorney and the same shall bind the Joint Venture/Consortium as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture/Consortium as aforesaid have executed these presents on this day ofunder the Common Seal (s) of their Companies.

for and on behalf of
the Partners of Joint Venture/Consortium

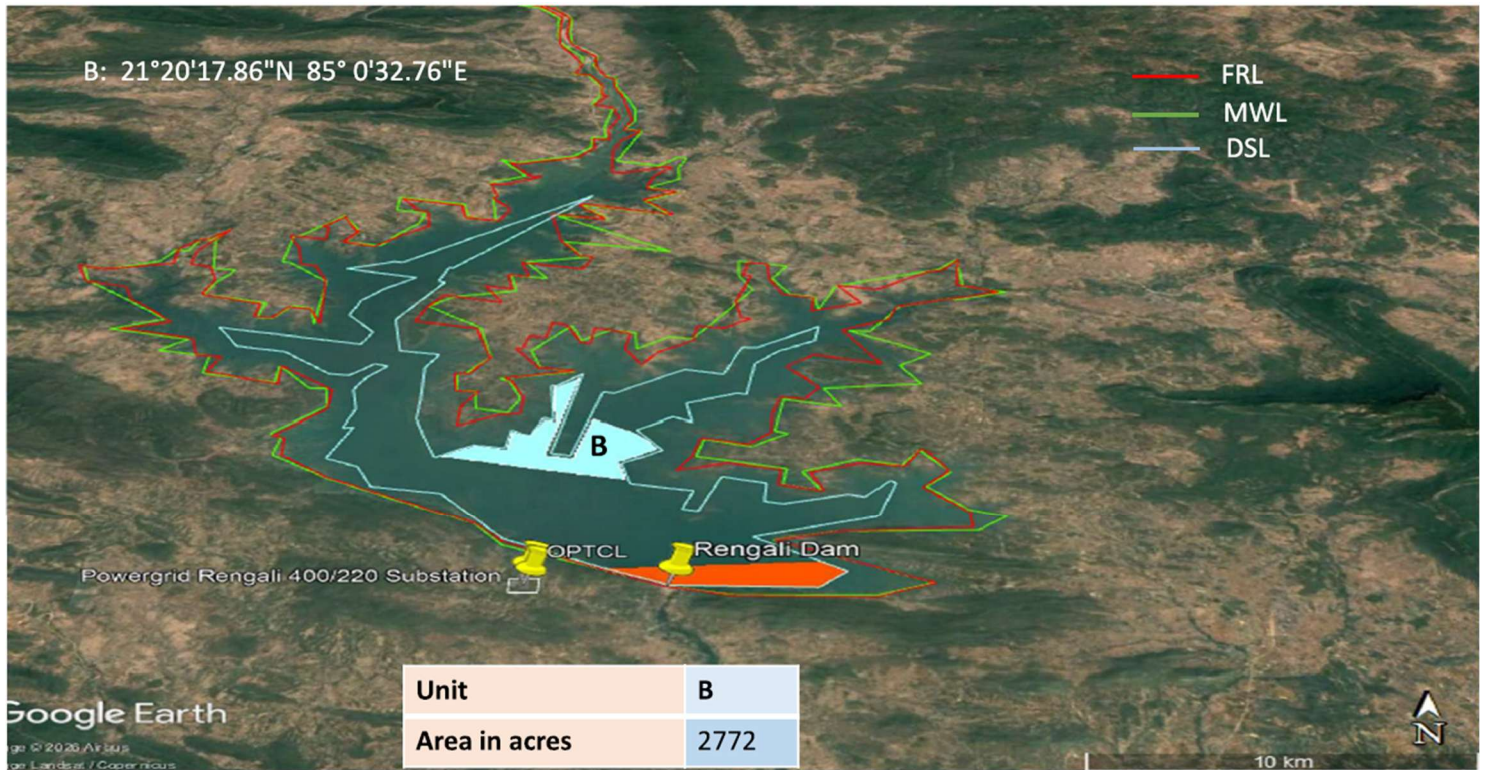
.....
The Common Seal of the above Partners of the Joint Venture/Consortium:
The Common Seal has been affixed there unto in the presence of:

WITNESS

1.0 Signature
Name
Designation.....
Occupation.....

2.0 Signature
Name
Designation.....
Occupation.....

Annexure-4: Detailed Diagram of Rengali Reservoir Section-B with Coordinates



Annexure-5: Guidelines & Lease agreement

Separately uploaded in the E-Tender Portal.