



Madhya Pradesh Urja Vikas Nigam Limited

Invites

Request for Proposal (RFP)

For

Discovery of Tariff & Selection of Solar Power Developers

Through

Tender Cum Reverse Auction Process

For

**Implementation of Grid Connected Roof Top Solar PV Systems
under RESCO Model at various locations in the State of Madhya
Pradesh**

RFP No:MPUVN/GCRT/RESCO-IV/2021-22/8687

Date:29.10.2021

Issued by:-

Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016

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Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016

Telephone No.: +91-755-2553595, 2556566, 2767270;

website: <http://www.mprenewable.nic.in>, Email: resco4.mpuvn@gmail.com

RFP No:MPUVN/GCRT/RESCO-IV/2021-22/8687

Dated:29.10.2021

Madhya Pradesh Urja Vikas Nigam Limited, invites Bids from the Bidders to participate through this Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developers for Implementation of Eighteen (18)MW of Grid Connected Roof Top Solar PV Systems, for Sale of Solar Power under RESCO Model, at various locations in the state of Madhya Pradesh, India. The Grid connected projects may be allowed under either category I or category III, as defined in the Policy for Decentralized Renewable Energy Systems, 2016, as follows:

- a) Category I: Grid connected net metered systems;
- b) Category III: Grid connected systems for consumption within premises with no export of power.

For the implementation of above-mentioned work, Bidders should submit their bid proposal along with non-refundable Tender Fee and all requisite documents complete in all respects on or before 29.11.2021 upto 18:00 Hours in the office of “Nodal Agency” in prescribed format. Bid proposals received without the prescribed Tender Fee and Bid Security Declaration shall be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on 13.12.2021 at 12:00 Hours in the presence of authorized representatives of Bidders who wish to be present.

Bid documents which include eligibility criteria, technical specifications, various conditions of Agreement, formats, etc. can be viewed from Nodal Agency's website <http://www.mprenewable.nic.in/> and can be downloaded from <https://www.mptenders.gov.in/> for online submission.

DISCLAIMER

1. Though adequate care has been taken while preparing this RFP document (inclusive of Formats and Annexures), the Bidders shall satisfy themselves 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 prospective Bidder at least ten(10)days prior to Bid Submission deadline, whichever is later it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in conjunction with PPA (Part of RFP, in the form of Annexure).
2. Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time before Bid Submission deadline. Interested Bidders are advised to follow and keep track of Nodal Agency's website for updated information. Nodal Agency is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither Nodal Agency nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions 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 RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

A. BID INFORMATION SHEET

Document Description	Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developers for Implementation of Aggregate Capacity of Eighteen(18)MW Grid Connected Roof Top Solar PV Projects, for Sale of Solar Power under RESCO Model, at various locations in the state of MP
RFP No. & Date	RFP No: MPUVN/GCRT/RESCO-IV/2021-22/8687 Dated: 29.10.2021
RFP Purchase Start Date	29.10.2021 at 18:00 Hours
RFP Purchase End Date	29.11.2021 at 18:00 Hours
Broad Scope	Design, Engineering, Supply, Financing, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance (for twenty five (25) Operational Years of Grid Connected Roof Top Solar PV Projects of aggregate capacity of Eighteen (18) MW, for sale of Solar Power under RESCO Model, at various locations in the state of Madhya Pradesh, India.
Pre-bid Meeting	A pre-bid meeting shall be hosted on an online platform on 17.11.2021 at 11:00 Hours Interested Bidders may nominate their representatives (upto a maximum of 2) to attend the same at least three (3) days prior to Pre-Bid meeting date. The Bidders should share the following participation details by 15.11.2021 by 18:00 Hours at resco4.mpuvn@gmail.com : <ul style="list-style-type: none"> • Name of the Bidder • Name, Email, Contact No. of the Representative(s) Joining instructions shall be shared 24 hours before the Pre-Bid Meeting.
Start date & Time of Bid Submission	22.11.2021 at 11:00 Hours
Last date & Time of Bid Submission	29.11.2021 at 18:00 Hours
Bid Opening (Technical)	06.12.2021 at 11:00 Hours
Bid Opening (Financial)	13.12.2021 at 12:00 Hours (For any modification in date, time and venue for Financial Bid opening shall be updated on our website. Bidders are advised to keep tracking of the same)
Tender Fee(non- refundable)	Bidder shall pay Tender Fee of Rupees 50,000/- (Rupees Fifty Thousand only) through online mode at mptenders.gov.in . This Tender Fee is exclusive of portal charges or payment gateway charges or applicable GST and the additional charges beyond the Tender Fee shall be borne by the Bidder. By

	<p>paying Tender Fee, a Bidder shall be eligible to Bid for one or more Project Groups under this RFP.</p> <p>No exemption towards Tender Fee or E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.</p>
Bid Security	<p>Interested Bidder shall furnish Bid Security Declaration (<i>To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made</i>)for each Project Group for which Bidder is placing Bid. The Bid Security Declarationas defined under clause 3.20 “Project Group wise Bid Security Declaration to be submitted by the Bidder(s)” of RFP document, shall be as per prescribed FORMAT 4.</p> <p>No exemption towards Bid Security Declarationis allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.</p>
Bank Guarantee (“BG”)	<p>Successful Bidder shall be required to furnish a Bank Guarantee (“BG”) as per the provisions of the PPA.</p>
Update on this RFP	<p>Bidders are advised to keep track of the changes/ updates/ corrigendum regarding this RFP on https://www.mptenders.gov.in/</p>
Address for Bid submission/ correspondence	<p>Mr. Shikant Deshmukh Superintending Engineer, Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016</p>

B. DEFINITIONS & ABBREVIATIONS

In this “Bid / RFP Document” the following words and expression will have the meaning as herein defined where the context so admits:

1. “**Affiliate**” shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly
 - i. controls, or
 - ii. is controlled by, or
 - iii. is under common control witha Bidder or Member of a Consortium. Any bank or financial institution shall not be considered as Affiliate;
2. “**Administrative Charges**” shall mean payment towards administrative overheads, liaising with other state authorities, visits to the site for plant inspection and commissioning purposes to the Nodal Agency. It shall be equal to 2% of the Project Cost along with the applicable taxes for the PPA capacity;
3. “**Benchmark Cost**” shall mean the benchmark costs as declared by MNRE for FY 2021-22 vide their Office Memorandum No. 318/38/2018-GCRT dated 18th August 2021, attached as ANNEXURE – IV: MNRE Benchmark Costs for FY 2020-21. For capacity greater than 500 kW, INR 36 / Watt shall be considered as the Benchmark Cost;
4. “**B.I.S.**” shall mean specifications of Bureau of Indian Standards (BIS);
5. “**Bid**” shall mean the Technical and Financial Proposal submitted by the Bidder along with all documents/credentials/attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
6. “**Bidder(s)**” shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
7. “**Bidding Consortium or Consortium**” shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid in response to this RFP. Consortium of a maximum of three entities/ members is allowed under this RfP;
8. “**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
9. “**Bid Security or Earnest Money Deposit or EMD**” shall mean Bid Security Declaration (*To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made*) to be submitted by the Bidder along with the Bid as per clause 3.20;
10. “**Bid Validity Period**” shall mean the period starting from the bid submission date till the six (6) Months from the opening of Financial Bid;
11. “**CEA**” shall mean Central Electricity Authority;

12. **“CERC”** shall mean Central Electricity Regulatory Commission;
13. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
14. **“Competent Authority”** shall mean Managing Director of Nodal Agency, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
15. **“Commissioning”** shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations and as per SCHEDULE-I Scope of Work of PPA, by the Solar Power Developer;
16. **“Commercial Operation Date” or “COD”** shall mean the day when full PPACapacity of the Project shall be declared commissioned by the concerned authority as per the terms and conditions laid out in PPA;
17. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
18. **“Comprehensive Operation and Maintenance or “Comprehensive O&M”** shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the PPA;
19. **“Control”** shall mean with respect to any Entity means not less than 51% ownership, directly or indirectly, of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise;
20. **“Data Room”** shall mean a web link available to access the google drive, which contain Package wise information of all the proposed Projects in the RfP;
21. **“Day(s)”** shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
22. **“Effective Date”** shall means the date on which all the condition precedents under the PPA shall be accomplished by the SPD and Procurer;
23. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP;
24. **“Eligible Bidder(s)”** shall mean a Bidder who is qualified as per the eligibility requirement pursuant to this RfP and is called for Reverse Auction process;
25. **“Execution Date”** shall mean date of signing of Power Purchase Agreement between Solar Power Developer and the Procurer;
26. **“Expiry Period”** shall mean the date of expiry of the PPA, which shall not be earlier than the 25 (twenty-five) Operational Years from the COD, unless terminated earlier in accordance with the terms of this Agreement;
27. **“Financial Bid”** shall mean online financial Bid, containing the Bidder’s quoted First Year Tariff as per format given in the RFP;
28. **“First Operational Year”** shall mean the period commencing from the COD and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD;
29. **“Government Authority”** means one or more of the Gol, the GoMP, any local

government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GoI or the GoMP exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the SPD, the Unit or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement;

30. “**IEC**” shall mean specifications of International Electrotechnical Commission;
31. “**Inspecting Authority**” shall mean the authority designated by the Competent Authority for the said purpose;
32. “**kWp**” shall mean KilowattPeak;
33. “**kWh**” shall mean KilowattHour;
34. “**LICA**” shall mean Letter Inviting Consent for Agreement;
35. “**Lead Member**” shall mean the Bidder itself if it is a single firm, or the member of a Bidder if it is a consortium of two or more firms established during the qualification process for the Project, who has been duly authorized by the other members of the consortium to submit the Proposal and act on behalf of the consortium. In such case, the member of the consortium must submit an Power of Attorney as provided at FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM.

Further, there shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;

36. “**MPERC**” shall mean Madhya Pradesh Electricity Regulatory Commission;
37. “**MPPMCL / MP DISCOMs**” shall mean Madhya Pradesh Power Management company and its Distribution companies individually or jointly both;
38. “**MNRE**” shall mean Ministry of New and Renewable Energy, Government of India;
39. “**Month(s)**” shall mean a calendar month as per the Gregorian calendar;
40. “**MW**” shall mean Mega Watt;
41. “**MWp**” shall mean Mega Watt Peak;
42. “**Nodal Agency**” shall mean the Madhya Pradesh Urja Vikas Nigam Limited, (MPUVNL) Bhopal;
43. “**Operational Year(s)**” the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA;
44. “**Paid-up Share Capital**” means the paid-up share capital as defined in Section 2 of the Company Act, 2013;
45. “**Payment Security Mechanism**” shall have the same meaning as defined in the PPA
46. “**Solar Power Developer or SPD**” shall mean anyone who has accepted the LICA then, enters into a PPA with the Procurer for supply of solar power and has legal ownership of

all the equipment of the Project;

47. **“Power Purchase Agreement or PPA”** shall mean the agreement to be executed between SPD and the Procurer for the supply of Solar Power to the Procurer from the Project commissioned by the SPD. The PPA is attached as ANNEXURE - II to this RFP;
48. **“PPA Capacity”** shall mean the capacity as confirmed by Nodal Agency and mentioned in the PPA for the implementation of Projects for sale of solar power to the Procurer;
49. **“Premise”** shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area which is part of the Procurer’s establishment;
50. **“Procurer(s)”** shall mean the person or company or organization procuring solar power from the SPD at competitively determined tariff under this RFP;
51. **“Project(s)”** shall mean the Grid Connected Solar PV Project(s);
52. **“Project Capacity”** means the capacity of the Projects mentioned in the Data room of this RfP;
53. **“Project Cost”** of a Project shall mean the total cost of the project determined as a multiplication of the Project’s PPA capacity with the applicable Benchmark Cost (as per the applicable Capacity Range);
54. **“Project Group(s)”** shall mean a group of Project(s) as per Clause 2.2 of this RFP;
55. **“Project Company”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with Clause 3.12;
56. **“Prudent Utility Practices”** shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law;
57. **“Rate Validity Period”** shall mean the period for a particular Project Group starting from the date of issuance of LICA for that Project Group till nine(9) Months from the issuance date of LICA. It may be extended further for a period of three (3) Months with mutual consent between the Nodal Agency and the Successful Bidder of a Project Group;
58. **“RESCO”** shall mean a person or an entity, which is in the business of supplying power generated through Project installed in the Premise of the Procurer on mutually agreed terms;
59. **“RESCO Model”** shall mean where the Bidders intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of solar power;
60. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it;
61. **“Scheduled Commercial Operation Date” or “SCOD”** shall mean nine (9)Months from the Effective Date as defined in the PPA;
62. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other

applicable governing law;

- 63. “Successful Bidder(s)”** shall mean the Eligible Bidder(s) quoted the lowest RA L1 Tariff selected by Nodal Agency for each Project Group pursuant to this RFP for implementation of Projects as per the terms and condition of the RFP Documents, and to whom LICA has been issued;
- 64. “Term of PPA”** shall mean the period from the Execution Date until the Expiry Date;
- 65. “Year”** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;

C. INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this RFP are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this RFP, they shall be interpreted in a harmonious manner so as to give effect to each part.

SECTION-I: INTRODUCTION

1. INTRODUCTION:

- 1.1.** Request for Proposal for Discovery of Tariff & Selection of SPD for Implementation of **Eighteen**(18) MW of Grid Connected Roof Top Solar PV Systems, for Sale of Solar Power under RESCO Model, at various locations in the state of Madhya Pradesh, India, in accordance with MNRE/ MPERC/ concerned distribution licensee norms.
- 1.2.** The Bidder(s) are advised to read carefully all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. Nodal Agency reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All the responsive bidders meeting the eligibility criteria shall be treated at par. Financial Bid of only the Eligible Bidder(s) shall be opened.
- 1.3.** Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works SPD shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFP and PPA conditions.

SECTION-II: BID DETAILS

2. BID DETAILS:

- 2.1.** The bidding process is for Implementation of approximate **Eighteen** (18) MW capacity of Grid Connected Roof Top Solar PV Systems, for Sale of Solar Power under RESCO Model, at various locations in the state of Madhya Pradesh, India.
- 2.2.** Bidder shall be required to Bid in one or more Project Groups as mentioned in ANNEXURE - III: LIST OF PROJECT GROUPS. The Bidders are advised to understand and satisfy themselves in regards with the detail provided about the various Projects Groups in Annexure – III.
- 2.3.** A Bidder must bid for a minimum of one (1) Project Group. A Bidder can bid for all Project Groups subject to fulfilment of Eligibility Criteria as mentioned in Clause 3.10.
- 2.4.** Bidder shall be required to quote the First Operational Year Tariff (“Quoted Tariff”) in the Financial Bid which shall be inclusive of all charges, taxes and duties, considering the provisions of escalation of 3% at the start of each Operational Year (second (2) Operational Year onward) till the start of 25th Operational Year. The Quoted Tariff shall be in (Rupees/Unit) up to three(03) decimal place.
- 2.5.** Bidder should ensure compliance to the Ministry of New and Renewable Energy’s ALMM guidelines issued vide O.M. F. No. 283/54/2018-Grid Solar–Part (1) and provide an undertaking for the same as per FORMAT 16: UNDERTAKING for ALMM GUIDELINES.
- 2.6.** A Data Room has been created which contains site wise details on estimated rooftop and ground area, DTR capacity, average consumption, contracted demand, estimated capacity, location, etc. for each site. It also has the past electricity bills for such site. The access to data room can be obtained as per the details given in the RfP Clause 3.1.

2.7. Key Dates

S. No.	Tender Stage	Date	Time (Hrs.)
1.	Purchase of RFP Start Date	29.10.2021	1800
2.	Online Pre-Bid Meeting	17.11.2021	1100
3.	Last Date for Submission of Comments/ Clarification on RFP and its Annexures	15.11.2021	1800
4.	Online Bid Submission Start Date	22.11.2021	1100
5.	Online Bid Submission End Date	29.11.2021	1800
6.	Mandatory Submission Hard Copy of Bid (except Financial Bid)	02.12.2021	1800
7.	Technical Bid & Bid Security Declaration Opening Date	06.12.2021	1100

S. No.	Tender Stage	Date	Time (Hrs.)
8.	Financial Bid Opening Date (L1 Rate)	13.12.2021	1200
9.	E-Reverse Auction Date*	14.12.2021	1200

2.8. Successful Bidder shall pay Administrative Charges to the Nodal Agency. The payment has to be made by the Successful Bidder in the form of Demand Draft/ Transfer through RTGS / NEFT, before the award of work.

SECTION-III: INSTRUCTIONS TO THE BIDDER

3. INSTRUCTIONS TO THE BIDDER:

- 3.1.** The total capacities in this tender has been grouped into different Project Groups. Bidders can place bid for one or multiple Project Groups by paying the Tender fee once at **www.mptenders.gov.in**. Bidder who pays Bid processing fee will be eligible to view documents uploaded in the Data Room for all the Project Groups. To gain access to this shared folder, Bidders shall send email to resco4.mpuvn@gmail.com from aGmail address, along with proof of payment of Bid Processing Fee and other associated charges to the Nodal Agency. The access to the Data Room shall be provided to that Gmail address until the online bid submission deadline.
- 3.2.** Distribution and usage of data provided in the Data Room for any purpose other than for this tender is strictly prohibited. The Bidder shall not be allowed to bypass the Nodal Agency to approach the procurer or designated authorities for the sites listed in the Data Room for two (2) years from the bid submission date. Such actions will lead to the debarment and blacklisting of the Bidder(s) from this and any new tenders by the Nodal Agency.
- 3.3.** Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:
 - a) Bidder shall establish either net-worth or turnover as required under this RFP.
 - b) In-case Bidder/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then the same relationship with the Affiliate by the Bidder shall continue at least for the period of First Operational Year of each Project under the Project Group. Further, Affiliate of Bidder and member of Consortium shall furnish information as sought in FORMAT 9 and FORMAT 12.
- 3.4.** A Bidder shall not have a conflict of interest for the bid Project Group. Bidder(s) shall be disqualified in the Project Group(s) where it has conflict of interest. In a particular Project Group, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
 - a) A Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium.
 - b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of Nodal Agency regarding this bidding process.
- 3.5.** Nodal Agency have rights to annul/cancel the bid of Bidders who will take any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with Nodal Agency during preparation of RFP and PPA.
- 3.6.** Instruction to Bidders on E-Tendering

- a. For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://mptenders.gov.in/>. Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest.
- b. Tender documents can be downloaded from website <https://mptenders.gov.in/> free of cost. Bidders need to submit the Tender Fee on or before the time of online submission of the bid. The access to data room shall be provided only to those Bidders who have paid the Bid Processing Fee. Please note that it may require few Days for granting access of Data Room to Bidders.
- c. Service and gateway charges shall be borne by the Bidders.
- d. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E-Procurement system (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra, etc).
- e. For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://mptenders.gov.in/> . Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
- f. The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
- g. If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- h. Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
- i. Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/>.
- j. Nodal Agency shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- k. Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
- l. The Bid Security Declaration / EMD should not be paid online. On the “EMD exemption” page:
 - i. Bidders will receive a prompt stating “Are you submitting EMD through BG/ST or Exempted from EMD payment: Yes/No”; select “Yes”
 - ii. Bidders will receive a prompt stating “If yes, provide the exemption type: Percentage/Amount”; select “Percentage”.
 - iii. In the “Percentage/Amount” field, fill in “100”.

- iv. Then upload the scanned copy of Bid Security Declaration under the “Upload EMD exemption document” heading.
 - m. After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.
- 3.7.** The Bidders shall have to submit their Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 2.7. Technical Bid containing original (downloaded) RFP along with Annexures, formats, relevant document/ certificates etc. duly sealed and signed Bid Security Declaration (*To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made*) should reach to the office undersigned by the Key Dates.
- 3.8.** For any type of clarification, Bidders can visit <https://mptenders.gov.in/> and can call at 24*7 help desk contact no.0120-4001 002/005 which is also mentioned in the website. Bidder can also send email to “support-eproc@nic.in”.

3.9. ELIGIBILITY CRITERIA

3.9.1. GENERAL

The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with FORMAT 2.

Bidder or any member of Consortium having been blacklisted by Nodal Agency or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.

Bidder or Consortium shall be ineligible for participation in this RFP in following cases:

- i. If Bidder or any member of consortium has not performed satisfactorily in the Work Order(s) of Nodal Agency, leading to cancellation of Work Order(s) of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded to them in last five (5) Years. An undertaking in this regard shall be submitted by the Lead Bidder on his letterhead, duly signed by the authorized representative of the bidding entity.
- ii. If Bidder or any member of consortium is involved in litigation or arbitration with Nodal Agency arising out of work completed or under execution by it, of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded in last five (5) Years. . An undertaking in this regard shall be submitted by the Lead Bidder on his letterhead, duly signed by the authorized representative of the bidding entity.

Bidder will be required to furnish an undertaking in this regard as per the FORMAT 15: UNDERTAKING

3.9.2. FINANCIAL ELIGIBILITY CRITERIA:

The Bidder should have either minimum Net Worth of INR eighty (80) lakhs per MW or Turnover of INR Two Crores Forty lakhs (2.4) Crores per MW of connected rooftop Solar PV Project for Project Group, subject to provisions of Clause 3. In case a Bidder is submitting bid for two or more Project Groups, then financial requirement shall be met on cumulative basis by adding individual financial requirement for each Project Group for which Bidder is participating. In case of Consortium, Net worth or Turnover should be fulfilled jointly by members of consortium. The exact Project Group wise financial eligibility criteria is provided in the .

ANNEXURE - III: LIST OF PROJECT GROUPS.

- i. *The capacities, net worth & turnover requirement under all the categories are as mentioned in the .*
- ii. **ANNEXURE - III: LIST OF PROJECT GROUPS**
- iii. Refer to the Project Group Summary table at .
- iv. **ANNEXURE - III: LIST OF PROJECT GROUPS.**

The Computation of Net Worth shall be based on unconsolidated audited annual accounts of either for FY 2018-19 or FY 2019-20, whichever is latest. The formula of calculation of net-worth & turnover shall be as per Companies Act 2013.

Whereas bidders using turnover criteria should have minimum average turnover of INR Two Crores Forty lakhs (2.4) Crores per MW of connected rooftop Solar PV Project for Project Group during the last three (3) years.

In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net-worth shall be equal to Partner's Capital in case of a Partnership Firm/ Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves)

Note:

- i. All requisite documents, such as Balance Sheet, P&L Account, Schedules etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder claim for meeting the Financial Eligibility Criteria shall require to be submitted.
- ii. It is essential to submit Financial Eligibility Criteria requirement and undertaking form as attached in FORMAT 8 and FORMAT 10 of this RFP document.
 - a) For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of Financial Eligibility requirements provided the Bidder has at least twenty six percent (26%) equity

and control in each company whose accounts are merged in the audited consolidated accounts.

- b) Bidder shall furnish documentary evidence as per the FORMAT 9, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.
- c) Bidder can use its own financial strength or of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
- d) In case of Consortium, Financial Eligibility Criteria has to be met jointly by Lead Member or its Affiliate.
- e) Bidders shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility as per FORMAT 14: DECLARATION. If the declaration to above effect is found to be false, the eligibility would be considered null and void.

3.10. CHECK-LIST:

To ensure that the online and hard copy submission of RFP is complete in all respects, checklists for Envelope- I and Envelope- II are required to be duly tick marked/filled for the enclosures which are attached with the RFP document. The main envelope should only contain Envelope-I and Envelope-II in sealed condition. The requisite documents required are indicated in the checklists. It is essential for the Bidders to submit checklists duly sealed and signed with its corresponding envelope. However, this checklist is indicative, and Bidder shall be responsible for meeting all information requirement as per provisions of this RFP.

3.11. INCORPORATION OF A PROJECT COMPANY:

- a. In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, it would be mandatory to incorporate a Project Company in order to sign the PPA; the said Project Company has to be formed within thirty (30) Days from the issuance of LICA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.
- b. The aggregate equity shareholding of the Successful Bidder in the issued and paid up share capital, and the voting rights and control of the Project Company shall not be less than fifty one percent (51%) up to completion of First Operational Year.
- c. Further, any member of the consortium or Partner in a Partnership firm or an LLP, shall maintain individual equity in newly formed Company of, at least, 51% of its share in the bidding consortium or in the partnership deed, as the case may be, submitted along with the Bid, up to completion of First Operational Year.
- d. The Affiliate of a Successful Bidder whose financial credentials have been relied upon by the Successful Bidder to demonstrate Financial Eligibility, is also permitted to execute the PPA by itself or by forming an SPV, as the case may be. In such cases, all the obligations and liabilities of the

Successful Bidder as set out in the Bid Documents shall apply to the Affiliate.

- e. In the event that the Successful Bidder, which is a single Entity, chooses not to incorporate any Project Company, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall not decrease their ownership below 51% until the expiry of a First Operational Year. If the successful bidder forms a Project Company (SPV), the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall continue to hold up to 51% of the total ownership of the Project Company (SPV), from the date of incorporation of SPV until the completion of First Operational Year.
- f. Any change in ownership and liabilities after First Operational Year shall be permissible, however SPD should inform Nodal Agency in writing within 30 Days of change in ownership.

3.12. BID SUBMISSION BY THE BIDDER:

- a. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.
- b. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency within the timeline provided by the Nodal Agency may be a ground for rejecting the Bid(s).
- c. Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by authorised representative of the Lead Bidder. Strict adherence to the documents required to be submitted in Envelope – I, as per clause 3.15 shall be ensured, failure on this account may lead to rejection of Bid.
- d. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of Nodal Agency and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.
- e. The bidding Company should designate authorised representative but not more than three (3) person to represent the bidding Company in its dealings with Nodal Agency. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The bidding Company should submit, along with Bid, a Power of Attorney (*To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made*) in original as per

FORMAT 7, authorizing the signatory of the Bid.

3.13. CLARIFICATIONS AND PRE-BID MEETING:

- a) The Bidder may seek clarifications or provide comments on RFP in writing, through a letter at Nodal Agency's given address or through an email mailresco4.mpuvn@gmail.com on or before the date and time mentioned in Key Dates as per Clause 2.7.
- b) The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by Nodal Agency.
- c) The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including in particular, issues raised in writing and submitted by the Bidder
- d) Nodal Agency is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.14. BID DOCUMENTS:

BID FORMATS: The Bid in response to this RFP shall be submitted by the Bidder in the manner provided in the RFP. The Bid shall comprise of the following:

- a) **ENVELOPE- I (COVERING LETTER, TENDER FEE TRANSACTION STATEMENT, BID SECURITY DECLARATION, .**
- b) **ANNEXURE - III: LIST OF PROJECT GROUPS & DATA ROOM SUMMARY):**

The following documents are to be submitted in physical form (hard copy) and the scanned self-attested copies have to be uploaded online in the appropriate cover folder on the portal:

 - Covering Letter as per prescribed FORMAT 1
 - Tender Fee Transaction statement
 - Bid Security Declaration of required value as mentioned in Clause 3.20, and FORMAT 4, if applicable;
 - Signed and stamped copy of the latest summary table from the Data Room
- b) **ENVELOPE- II TECHNICAL DOCUMENTS:** The following documents are to be submitted in physical form (hard copy) and the scanned self-attested copies of the following documents have to be uploaded online in the appropriate cover folder on the portal:
 - FORMAT 1: COVERING LETTER for submission of Bid.
 - General particulars of Bidder as per FORMAT 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
 - Bidder's composition and ownership structure as per prescribed FORMAT 3 as shareholding certificate for a Company/ Partner contribution for an LLP certified by Director/ practicing Chartered Accountant/ Company Secretary and authorised signatory of the Bidder (as applicable).

- Original power of attorney (To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act2013).
- FORMAT 8 for meeting Financial Eligibility Requirements along with all supporting documents.
- FORMAT 9, if applicable, supported by Board Resolution of the Affiliate.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per FORMAT 10, as applicable.
- FORMAT 12 for Consortium Agreement, if applicable.
- FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM.(To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made)
- FORMAT 14: DECLARATION

- **FORMAT 15: UNDERTAKING**
- Signed and stamped Copy of the finalized RFP after and including all the amendments & clarifications by authorised signatory of Company on each page.
- Signed and stamped copy of minutes of pre-bid meeting.

3.15. METHOD OF BID SUBMISSION

- a) Bidders are required to submit Technical Bid, along with all relevant documents as detailed in Clause 3.15 above, in respective envelopes sealed under a single cover envelope. They shall be submitted in physical form on or before the Bid Deadline: -
 - (i) Envelope-I (Covering letter, Tender Fee Transaction Statement, Bid Security Declaration and.
 - (ii) ANNEXURE - III: LIST OF PROJECT GROUPS & Data Room Summary)
 - (iii) Envelope-II (Remaining documents along with the Financial Eligibility documents)
- b) Additionally, the Bidders shall be required to submit scanned copies of following documents online:
 - (iv) Bid Security Declaration (*To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made*);
 - (v) Tender Fee Transaction Statement;
- c) **Financial Bid shall be submitted only through online mode with due encryption.**

The Bidder has the option of sending Technical Bid (Envelope I and Envelope II) either by registered post or by speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. Nodal Agency shall not be responsible for any delay in receipt of the Technical Bid (Envelope I and Envelope II). It should be noted that except online Financial Bid, no other envelope/ document should contain any information/document relating to Financial Bid. Nodal Agency shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

All pages of the Bid, except for the Bid Security Declaration, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it has to be signed by the authorized signatory of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder.

3.16. BID DEADLINE:

- 3.16.1. The Bidder should submit the online and physical documents of the Bid on or before the time schedule mentioned in Bid Information Sheet.

3.17. BID VALIDITY PERIOD:

The Bid shall remain valid for a period of six (6) Months from the date of opening of Financial Bid. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter Inviting Consent for Agreement (“LICA”), Nodal Agency shall take actions against the Bidder as per relevant clause of the RfP and as deemed necessary. The date of issuance of LICA shall be intimated by the Nodal Agency to the Successful Bidder. In exceptional circumstances if LICA is not issued to the Successful Bidder(s) during the Bid Validity Period, the Nodal Agency may solicit the Bidder's consent to extend the Bid Validity Period. In such circumstances, the Bid Security Declaration provided shall also be suitably extended by the Successful Bidder.

3.18. COST OF BIDDING:

The Bidder shall bear all the costs associated with the preparation and submission of Bid, Nodal Agency in any case will not be responsible or liable for these costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though Nodal Agency may elect to modify/withdraw the invitation of Bid.

3.19. BID SECURITY DECLARATION:

As per Ministry of Finance order dated 12th November, 2020, Sr. No.4 which states that *“In view of above, it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents”*. Hence for bidding in this RfP, Bid Security/EMD will be exempted. The Bidder shall submit the declaration of bid security as per FORMAT 4 of the RfP as part of its response to the RfP. By submission of this declaration, the bidder hereby accepts that if it withdraws or modifies its response to RfP during the Bid Validity Period, it will be suspended/banned from bidding in future MP Government tenders for a period of 2 years from the date of default as notified by MP Urja Vikas Nigam Limited (MPUVNL). Also, MPUVNL will recommend Government of India/Respective State Governments to bar such entities/companies in participating in any Central Government Tenders/PSU Tenders/State Govt. tenders.

Further, provisions of this Clause 3.19 will be triggered on occurrence of any of the following events:

- a) If a Bidder withdraws/revokes or cancels or unilaterally varies his Bid in any manner during the Bid Validity Period.
- b) If Successful Bidder fails to accept the LICA or doesn't submit the PBG of needful

value.

- c) If Successful Bidder fails to sign or refuses to execute PPA within the indicated time unless the default / delay is due to Procurer.
- d) If the Administrative Charges are not submitted.

3.19.1. Bidders placing Bid for more than one Project Group shall be required to furnish individual Bid Security Declaration for each Project Groups.

3.19.2. Bid Security Declaration shall be furnished by every Bidder including MSMEs or any Govt./ semi Govt./ PSU organizations/ agencies. The initial validity of Bid Security Declaration shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder within seven (7) Days from the instruction issued by the Nodal Agency during the Bid Validity Period.

3.19.3. Bid Security Declaration shall be returned to all Bidders except Successful Bidder, within fifteen (15) Days from date of submission of PBG by the Successful Bidder(s) or within three (3) Months of Reverse Auction date, whichever is earlier. The Bid Security Declaration of the Successful Bidder shall be returned after submission of PBG and acceptance of LICA.

3.20. OPENING OF BID:

Technical Bid (Envelope I and Envelope II) of the Bidder shall be opened at the time mentioned in Key Dates at the venue indicated in this RFP.

3.21. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:

This RFP may be withdrawn or cancelled by the Nodal Agency at any time without assigning any reasons thereof. In such cases, submitted Bid Security will be returned to all respective bidders. The Nodal Agency further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

The Nodal Agency reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the Nodal Agency shall have no liability towards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process.

Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope – I, as per SECTION VI: CHECKLIST shall be ensured, failure on this account may lead to rejection of Bid.

Nodal Agency reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by Nodal Agency will be full and final.

3.22.ZERO DEVIATION:

This is a zero-deviation bidding process. Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Conditional Bid or Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.

3.23.EXAMINATION OF BID DOCUMENT:

Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of RFP/ Agreement, and other details relating to envisaged work as per the RFP.

The Bidder shall be deemed to have examined the RFP and Agreement, to have obtained information on all matters whatsoever that might affect the execution of the Project activity and to have satisfied himself as to the adequacy of his Bid. The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies, he has to complete in accordance with the RFP.

Bidder is advised to submit the Bid on the basis of conditions stipulated in the RFP. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in RFP shall not be accepted by Nodal Agency and shall invite rejection of such Bid(s).

Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RFP or its amendments, if any.

The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty five (25) Operational Years.

3.24.CHANGE IN LAW

3.24.1."Change in Law" means the occurrence of any of the following events after the Bid Deadline resulting into any additional recurring/ non-recurring expenditure by the SPD or any income to the SPD:

- a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- b) change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- c) the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- d) change in any Consents, approvals or licenses available or obtained for the Project,

otherwise than for default of the SPD, which results in any change in any cost of or revenue from the business of selling electricity by the SPD to Procurer under the terms of the PPA;

- e) a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the SPD;
- f) change in the Rules, Regulations, Orders or any document issued or released by the CERC/ CEA/ MPERC/ MPPMCL/ MP DISCOMs or any other Government Authority;
- g) any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by SPD as per the terms of the PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the SPD, or (ii) change in income taxes applicable for the SPD.

3.25.TAXES AND DUTIES:

The Financial Bid should include all taxes and duties etc., if any. SPD shall be entirely responsible for all taxes, duties, license fees, etc. All taxes shall be payable by the SPD. It is clarified that Electricity Duty payable under Madhya Pradesh Vidut Shulk Adhinyam, 2012 or its successor, would be paid by the Procurer. However, if any new change in tax/duty and cess is effected in the period after the Bid Deadline till the Execution Date, the same will be passed on by the SPD to the Procurer as determined by the Competent Authority.

3.26.IMPACT OF CHANGE IN LAW:

Any impact due to a 'Change in Law' event for the duration from Bid Deadline till the Execution Date shall be passed on as a change in Quoted Tariff after the project completion.

3.27.PROGRESS REPORT:

The SPD shall submit Quarterlyprogress report to Nodal Agency from the Effective Date of first PPA till the COD of last PPA of the Group allotted to him in the prescribed format as mentioned in ANNEXURE – I : PROGRESS REPORT FORMAT. Nodal Agency shall have the right to depute his/their representatives to ascertain the progress at the premises of work of the SPD.

3.28.FORCE MAJEURE:

For purpose of this RFP, force majeure shall mean an event beyond the control of the SPD and not involving his fault or negligence and not foreseeable, in its contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction, fright embargoes, site clearance, etc. Whether a force majeure situation exists or not, shall be decided by Nodal Agency and its decision shall be final and binding on the SPD and all other concerned.

In the event that the SPD is not able to perform his obligations under this

Agreement on account of force majeure, he will be relieved of his obligations during the force majeure period.

If a force majeure situation arises, the SPD shall promptly notify Nodal Agency and Procurer both in writing, not later than three (3) Days from the date such situation arises (in case, communication is not possible to Nodal Agency, SPD shall notify Nodal Agency not later than one (1) Days from the day when communication system will be restored). The SPD shall notify Nodal Agency and Procurer not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, Nodal Agency shall decide and grant suitable additional time for the completion of the work, if required.

Failure of such SPD in timely intimating Nodal Agency will suspend its right for any relief otherwise eligible under such force majeure conditions.

3.29. APPLICABLE LAW:

The Agreement shall be interpreted in accordance with the laws of India.

3.30. SETTLEMENT OF DISPUTE:

If any dispute of any kind whatsoever arises between Nodal Agency and the SPD/ Successful Bidder in connection with or arising out of this RFP including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within forty five (45) Days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration conducted under the provisions of the "Madhya Pradesh Madhyastha Adhikaran Adhiniyam, 1983". The decision of MP Madhyastha Adhikaran Adhiniyam shall be final and binding up on the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of MP. No arbitration proceedings will commence unless such notice is given.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

Cost of arbitration shall be borne as per the award of the arbitration.

3.31. LANGUAGE:

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in Hindi/ English Language. The Agreement and all correspondence between the Nodal Agency and the Bidder shall be in Hindi/ English language.

3.32. AMENDMENT:

Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Bidder are advised to follow and keep track of Nodal Agency website for updated information till the selection of Successful Bidder. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.

3.33. SEVERABILITY:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable, and, in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force and effect.

3.34. PRICE PREFERENCE:

There is no relaxation in terms of any conditions of the RFP or Processing Fee or Bid Security or PBG for any private company or State or Central company/agency.

3.35. TAX EXEMPTIONS:

Nodal Agency will extend possible cooperation to Successful Bidder(s)/ SPD(s) in availing any tax exemptions available under any Policy/Scheme of Central or State Government. However, the responsibility of availing any such exemptions, if any, would rest with the Successful Bidder(s)/ SPD(s).

3.36. FRAUD AND CORRUPTION

The Bidder(s)/ Successful Bidder(s)/ SPD(s), suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:

- I. Defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to

influence improperly the actions of a party;

(v) **“obstructive practice” is**

aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Nodal Agency’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

ab) acts intended to materially impede the exercise of the Nodal Agency’s inspection and audit rights.

- II. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- III. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- IV. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Nodal Agency to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Nodal Agency.

3.37. DEBARRED FROM PARTICIPATING IN NODAL AGENCY’S TENDER

Nodal Agency reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidder may be debarred from participating in Nodal Agency’s any future tender/ RFP for a period as decided by the Competent Authority.

SECTION IV: BID EVALUATION

4. BID EVALUATION:

4.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING THREE STEPS:

- a. Step I-Responsiveness check of Technical Bid and evaluation of Bidders' fulfilment of Eligibility Criteria described in SECTION-III: INSTRUCTIONS TO THE BIDDER.
- b. Step II-Evaluation of Financial Bid
- c. Step III -Selection of Successful Bidder

4.2. RESPONSIVENESS CHECK OF TECHNICAL BID:

4.2.1. The Technical Bid submitted by Bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered "Non-responsive" and liable to be rejected, at the sole discretion of Nodal Agency, subject to sufficient justification:

- a. Bid not submitted in prescribed envelop format.
- b. Bid that are incomplete, i.e. not accompanied by any of the applicable and required formats;
- c. Bid not accompanied by contents of Envelope – I and Envelope – II as mentioned in SECTION VI: CHECKLIST.
- d. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- e. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
- f. Information not submitted in the formats specified in this RFP;
- g. Bid being conditional in nature;
- h. Bid not received by the Bid Deadline;
- i. Bid having conflict of interest;
- j. Bidder makes any misrepresentation;
- k. Any other act of Bidder which may be unlawful for the purpose of this RFP.
- l. Bid submitted is not in requisite format(s).

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Financial Eligibility Criteria is taken up.

4.3. ELIGIBLE BIDDER(S) SELECTION METHODOLOGY:

- 4.3.1. Responsive Bidder(s) shall be evaluated at this stage.
- 4.3.2. Bidder(s) who meet either Net-Worth or Turnover criteria of a Project Group would be termed as Eligible Bidder(s) for that Project Group.
- 4.3.3. Financial Bid of Eligible Bidder(s) would be opened. All

Bidder(s) qualifying Financial Eligibility Criteria shall be placed as equal.

4.4. DISCLOSURE OF LOWEST TARIFF

- 4.4.1. The Financial Bid of Eligible Bidder(s) with lowest Quoted Tariff for each Project Group i.e., L1 Tariff shall be opened on www.mptenders.gov.in portal without disclosing the name of Bidder. Also, other Bidders' identity and bid rates would not be revealed.
- 4.4.2. The ceiling tariff for each Project Group is INR 4.5/ kWh.
- 4.4.3. Bidder(s) shall not be allowed to quote Quoted Tariff higher than the ceiling tariff.
- 4.4.4. Portal will automatically mail the Reverse Auction log-in credentials, date and timing to all the Eligible Bidder(s) for each Project Group.
- 4.4.5. For each Project Group, Reverse Auction will start from the L1 Tariff discovered for that Project Group.

4.5. E-REVERSE AUCTION PROCESS

- 4.5.1. The Bidder(s) should go through the Business Rules/Guidelines given below:

These Business Rules/Guidelines are intended to guide the Bidders about the Reverse Auction process, evaluation criteria of their bids in RA, criteria for award of PPA, confidentiality requirements and binding nature of bids made by them at the Reverse Auction.

- a. Reverse Auction will be carried out online at e-procurement portal of NIC/ Government of Madhya Pradesh www.mptenders.gov.in.
- b. The User ID and password for online Reverse Auction shall be same as used in online bidding process/provided at the time of Bidder's registration.
- c. Reverse Auction shall be carried out amongst the Eligible Bidder(s) of each Project Group.

- 4.5.2. General Procedure of Reverse Auction for each Project Group:

- a. Reverse auction will start automatically at L1 Tariff for each Project Group at the designated time after the financial bid opening.
- b. Bidder will be able to see the L1 Tariff of the Project Group(s) in which Bidder has participated through a single window.
- c. Minimum duration of Reverse Auction would be configured as two (2) hours. If there is any change in the bid rate during the last ten (10) minutes (termed as Maximum elapsed time), further window of ten (10) minutes would be provided for RA. This would continue for every new period of ten (10) minutes wherein L1 Tariff changes.
- d. Each Bidder's name will be hidden (indicated as 3 dots "...") throughout the Reverse Auction. At any point, every Eligible Bidder(s) will be able to see prevailing L1 Tariff and its own last bid rate.
- e. The minimum bid decrement value is kept with a step size of Rs 0.005 by which Eligible Bidder(s) needs to decrease its price while participating in the Reverse Auction.
- f. The Eligible Bidder(s) for RA can thereupon start bidding in an iterative

process, wherein the prevailing L1 Bidder at any given moment can be displaced by an even lower L1 Tariff with any multiples of the minimum bid decrement value. However, any such fresh bid would also be subject to a maximum decrement of 5% of the prevailing L1 bid rate or rupees 0.005, whichever is higher. All Eligible Bidders can view the start price/base price for RA.

- g. In the Reverse Auction, Bidder has to offer only one price for a Project Group. In case if Bidder wants to decrease its rate at any stage during Reverse Auction process within maximum elapsed time, it can be done only by bidding lower than the then L1 Bidder and becoming the new L1 Bidder (Beat the L1 Tariff mechanism).
- h. Maximum elapsed time would be 10 minutes, during which, if there is any reduction than the prevailing L1 bid rate, auction would get extend further for 10 minutes. It is clarified that,
 - i. Irrespective of number of instances when L1 bid rate is reduced during a particular window of elapsed time, auction would get extended for another one window of 10 minutes only.
 - ii. For every tariff which beats prevailing L1bid rate, it would appear in auction trail with 3 dots (...) with respective bid rate.
- i. For each Project Group, if the L1 Tariff remains unchanged over the window of maximum elapsed time, Reverse Auction would be completed. Auction trail, covering the initial 2 hours of the Reverse Auction and the extended window(s) of 10 minute each will reveal L1 name in place of 3 dots (...), alongside their lowest L1 bid rate.
- j. Reverse Auction summary would mention last quoted bid rate by every Eligible Bidder who has changed the Quoted Rate during the Reverse Auction. Hence, for the Eligible Bidder(s) to get listed in the Reverse Auction summary, it is necessary for the Bidder to have been L1 at the certain stage during the Reverse Auction.

4.5.3. Further, there would be a Tender Summary which mentions the rates quoted by each Eligible Bidder at the tender stage.

4.5.4. The Eligible Bidder that quotes the last and the lowest L1 Tariff (“**RA L1 Tariff**” or “**Discovered Tariff**”) in the Reverse Auction shall become the Successful Bidder of the Project Group.

4.5.5. In case no Eligible Bidder(s) changed the Quoted Tariff during the Reverse Auction and the it gets completed in two (2) hour, Eligible Bidder with L1 Tariff shall be selected as Successful Bidder and his tariff shall be considered as RA L1 Tariff or Discovered Tariff.

4.5.6. On the basis of the Auction Summary and Tender Summary, the Eligible Bidder(s) would be placed in the ascending order of their last quoted bid rates.

- a. Eligible Bidder with RA L1 Tariff will be top on the list followed by the other Eligible Bidder in the Auction Summary based on increasing order of their last

quoted rates during the Reverse Auction.

- b. In case Eligible Bidder(s) has not changed the bid rates during the Reverse Auction, such Eligible Bidder(s) would be considered from the Tender Summary based on their Quoted Tariff in the Financial Bid.

4.6. AWARD OF CONTRACT TO SUCCESSFUL BIDDER

- 4.6.1. Nodal Agency shall issue a LICA to the Successful Bidder(s). The date of issuance of LICA shall be intimated by the Nodal Agency to the Successful Bidder(s).
- 4.6.2. The Successful Bidder(s) has to sign the LICA and submits the same along with PBG of required value from the issuance of LICA for each Project Group separately. The Nodal Agency reserves the right to annul/cancel the LICA of the Successful Bidder(s). In such cases, the Bid Security Declaration of the Successful Bidder(s) shall be returned within thirty (30) days of the cancellation date. It is to clarify that if the Successful Bidder is selected to execute the Project under more than one Project Group, the PBG shall be submitted separately for each Project Group.
- 4.6.3. The SPD shall furnish PBG of INR Nineteen (19) lakh/ MW or part thereof from a nationalized/ scheduled bank with a validity till fourteen (14) Months from the Execution Date of PPA in the form of:

FDR in favour of M.P. Urja Vikas Nigam Ltd., Bhopal A/C of bidder

OR

Bank Guarantee as per prescribed FORMAT 5

- 4.6.4. In case Nodal Agency annuls/ cancels the LICA issued to the Successful Bidder(s) due to its non-compliance, Nodal Agency shall offer the part / complete capacity of the incomplete Projects in the Project Group(s) to other Successful Bidder(s) in the decreasing order of their Net Worth, based on which bidder has declared his financial eligibility criteria.. The Nodal Agency shall then provide LICA to the Successful Bidder who is interested to perform the task under this tender at RA L1 Tariff of the annulled / cancelled Project Group.
- 4.6.5. In case none of the Successful Bidder(s) is interested in taking the Project Group, then Nodal Agency may cancel the Project Group completely / partially at its sole discretion.
- 4.6.6. In case, within the Rate Validity Period, any organization or entity proposes to have Project under RESCO Model (new sites which are not listed in ANNEXURE - III: LIST OF PROJECT GROUPS), Nodal Agency shall offer new Project to Successful Bidder of the Project Group, at the same RA L1 Tariff, with firstly similar type of Procurer and then based on the size of the Project. Nodal Agency's decision would be final and binding to all the stakeholders.

To bring more clarity: Similar type of Procurer means, if the earlier procure is Central Government entity, then the new Procurer must be a Central Government entity;

4.7. SIGNING OF PPA

- 4.7.1. The Nodal Agency, Successful Bidder and the Procurer shall ensure that the PPA is signed within forty-five (45) Days of acceptance of LICA on the basis of Project Capacity as indicated in the Data Room.

- 4.7.2. Any delay beyond forty-five (45) Days in signing of PPA from the date of acceptance of LICA with the Successful Bidder(s), Procurer's Project shall be excluded from further deliberations. In such cases, as determined by the Competent Authority of the Nodal Agency, the Successful Bidder shall be allowed to replace the PBG with the appropriate amount for the revised capacity.
- 4.7.3. The Procurer shall be required to setup the Payment Security Mechanism as per the PPA.
- 4.7.4. Any delay occurring beyond forty-five (45) Days in signing of PPA from the acceptance of LICA due to the reason attributable to the Successful Bidder(s), shall be considered as Refusal to execute the PPA and clause 4.8 shall be applicable.
- 4.7.5. An extension may be provided to the parties if there is a delay beyond forty-five (45) Days from the acceptance of LICA, as determined by the Competent Authority of the Nodal Agency.

4.8. REFUSAL TO EXECUTE THE PPA AND PENALTY

In a situation wherein, Successful Bidder(s) refuses to execute a PPA of the Project within a Project Group for which it has accepted and signed the LICA, PBG shall be forfeited and the LICA shall be annulled / cancelled for the refused Project(s). However, Successful Bidder(s) shall not be penalized for the rejection of sites offered as per Clause 4.6.6. In both the cases the similar Project(s) shall be grouped by the Nodal Agency and offered in the manner described in Clause 4.6.4.

SECTION V: SCOPE OF WORK

5. Details of Works

- 5.1.** Designing, engineering, finance, supply, installation, testing and Commissioning of various capacities of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O&M for period of twenty five (25) Operational Years for Sale of Solar Power. SPD would have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee/ CEIG, as applicable. Comprehensive O&M for twenty-five (25) Operational Years shall be required for each of the Project.
- 5.2.** Successful Bidder(s) shall be responsible for all the works related to Commissioning and operation for twenty-five (25) Operational Years of each Project. Procurer or Nodal Agency shall not be responsible to pay or increase in tariff for any work related to Project except the cases where PPA requires additional payment.
- 5.3.** It is clarified that the Project(s) awarded under this RFP would not include energy storage with rooftop solar project. However, if Procurer(s) desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the RA L1 Tariff for sale of power under this RFP.
- 5.4.** The detailed scope of work is provided in SCHEDULE-I of PPA.

SECTION VI: CHECKLIST

S.No.	Particular	Format No.	Copy Attached Yes / No
1	Covering Letter	1	Yes / No
2	Tender Fee Transaction Statement(Non-Refundable)	-	Yes / No
3	Bid Security Declaration	4	Yes / No
4	ANNEXURE - III: LIST OF PROJECT GROUPS&Summary of Data Room	-	Yes / No

1. Checklist Envelop -I**2. Checklist Envelop-II**

S.No.	Particular	Format No.	Copy Attached
1.	Power of Attorney in favour of authorised signatory (<i>To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made</i>)	7	Yes / No
2.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)	-	Yes / No
3.	General Particulars	2	Yes / No
4.	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5.	Declaration for Eligibility Criteria Requirement (Financial)	8	Yes / No
6.	Format for Certificate of Relationship in case of Affiliate (if applicable)	9	Yes / No
7.	Certificate of Incorporation	-	Yes / No
8.	Undertaking Form	10	Yes / No
9.	Consortium Agreement (If applicable)	12	Yes / No
10.	Declaration	14	Yes / No
11.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	13	Yes / No
12.	Declaration	14	Yes / No
13.	Undertaking	15	Yes / No
14.	RFP Document Sealed and Signed	-	Yes / No

	along with the corrigenda, addenda and pre-bid minutes (if any)		
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SECTION VII: FORMATS FOR SUBMITTING RFP

FORMAT 1: COVERING LETTER

(The covering letter should be on the Letter Head with CIN No of the Bidder/ Lead Member of Consortium)

Ref.No. _____ Date: _____

From: **Insert name and address of Bidder**

Tel.: _____ Fax: _____

E-mail: _____

To: _____

Madhya Pradesh Urja Vikas Nigam Limited
(A Government of Madhya Pradesh Enterprise)
Urja Bhawan, Link Road No. 2,
Shivaji Nagar, Bhopal - 462016

Sub: Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for Implementation of Roof Top Solar PV Projects aggregating to about ____ (in words) MW under RESCO Model at various locations in the state of MP with RFP Specification No.....

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for the discovery of lowest tariff for work of Design, Engineering, Finance, Supply, Installation, Testing and Commissioning Including Comprehensive O&M for twenty-five (25) Operational Years for Sale of Solar Power aggregating to about ____ (in words) MW under RESCO Model at various locations in the state of MP, India., hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the RFP, dated _____ and RFP attached thereto, issued by Madhya Pradesh Urja Vikas Nigam Limited, as amended. As a token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall be binding on us.

Project Groups

We are pleased to submit our bid for the following Project Groups as mentioned in table below:

Project Group Number	Project Group Name	Participation* (Yes / No)

**Note: Bidder shall mention 'Yes' corresponding to Project Groups it wants to bid and clearly mention 'No' for Project Groups where it does not intend to bid. In case of any empty cell, Nodal Agency shall consider it as "No" intention of participation in that Project Group.*

Bid Security Declaration

We have enclosed Bid Security Declaration in form of RTGS / NEFT/ Bank Guarantee for each Project Group of amounts as mentioned in this RFP, details of which are hereunder:

Project Group	Participation* (Yes / No)	Details of Bid Security Declaration

**Note: Bidder shall mention 'Yes' corresponding to Project Groups it wants to bid and clearly mention 'No' for Project Groups where it does not intend to bid. In case of any empty cell, Nodal Agency shall consider it as "No" intention of participation in that Project Group.*

OR

We have enclosed a Bid Security Declaration as per prescribed format, subject to clause 3.20 as mentioned in this RFP.

We have submitted our Financial Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Nodal Agency in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered.

Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP, in the event of our selection as Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

We undertake that we have satisfied ourselves with the site conditions of the projects and

our proposed financial bid takes into consideration the existing site conditions.

Contact Person

Details of the contact person are furnished as under:

Particulars	Description
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

We are enclosing herewith the Envelope-I (Covering letter, Processing fee, Bid Security Declaration and .

ANNEXURE - III: LIST OF PROJECT GROUPS&Data Room Summary) and Envelope-II (Technical documents) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Nodal Agency. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180)Days from Bid Deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the ____ day of _____ 2020

Thanking you,

We remain,

Yours faithfully,

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

FORMAT 2: GENERAL PARTICULARS OF THE BIDDER

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Web site	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred By any Govt. Dept. / undertaking for undertaking any work	
8	Reference of any documentation formation attached by the Bidder other than specified in the RFP.	
9	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
10	Bidder is listed in India	Yes/No
11	GSTIN No.	
14	PAN No.	
16	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
17	Partnership deed for LLP/ Sole Proprietor registration (as applicable) enclosed	Yes/No

(Signature of Authorized Signatory)

With Stamp

**FORMAT 3: SHAREHOLDING CERTIFICATE FOR COMPANY /
PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM**

SHAREHOLDING CERTIFICATE FOR COMPANY

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

OR

PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

Name of Partner	Capital Contribution (Rs)	% of Ownership in the Firm

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT 4: FORMAT FOR BID SECURITY DECLARATION

(To be submitted separately for each Project Group)

(To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made)

Ref: _____

Declaration No.: (Insert Name of Project Group)

Date: _____

Subject: Declaration of bid security requirement.

We, _____(insert name of the Bidder) hereby provide this undertaking to MP Urja Vikas Nigam Limited, in respect to our response to RfP vide RfP No. _____ dated _____. We undertake that we will abide by the provisions of the RfP for the activities pertaining to submission of response to RfP, during the bid validity period.

We undertake not to withdraw or modify our bid during the bid validity period, in line with provisions of the RfP. In case we withdraw or modify our response to the RfS during the bid validity period, or violate other provisions of the RfP which make the bid non-responsive under Clause 4.2 of the RfP, we, _____ (insert name of the bidder) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in upcoming tenders issued by any department of MP State Government for a period of 5 years from the date of default as notified by MPUrja Vikas Nigam Limited.

(Name and Signature of the Authorized Signatory)

FORMAT 5: FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped on non – judicial stamp paper of Value equivalent to 0.25% of Bank Guarantee amount or Rs 25,000 whichever is lower)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about _____ MW under RESCO Model at various locations in the state of MP in response to the RFP dated _____ issued by Madhya Pradesh Urja Vikas Nigam Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of [insert the name of the SPD] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the SPD and issuing LICA No. _____ to (Insert Name of SPD) as per terms of RFP and the same having been accepted by the selected Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [Insert Name of the Place from the address of the Nodal Agency] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Rupees _____ (Total Value in words)] only, on behalf of M/s [Insert name of the SPD/ Project Company]. This guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rupees _____ (both in numbers and words)

Our Guarantee shall remain in force until Nodal Agency shall be entitled to invoke this Guarantee till _____. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the SPD]. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

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

The Guarantor Bank represents 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 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 Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected SPD/ Project Company, to make any claim against or any demand on the SPD or to give any notice to the SPD/ Project Company or to enforce any security held by Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the SPD/ Project Company.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (Rupees _____ only) and it shall remain in force until we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.

For

[Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

Signature

Name and Address _____

Signature

Name and Address _____

FORMAT 6: CHECK LIST FOR PBG

S. No.	Details of checks	YES/NO
1	Is the Bank Guarantee on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of Bank Guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the Bank Guarantee has been issued. Also the Stamp Paper should not be older than six (6) Months from the date of execution of Bank Guarantee).	
3	Has the executing Officer of Bank Guarantee indicated his name, designation and Power of Attorney No./Signing Power no. on the Bank Guarantee?	
4	Is each page of Bank Guarantee duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
5	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
6	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of Bank Guarantee and Validity of Bank Guarantee correctly mentioned in the Bank Guarantee	
7	Whether overwriting/cutting if any on the Bank Guarantee have been properly authenticated under signature & seal of executant?	

FORMAT 7: POWER OF ATTORNEY

(To be stamped on non – judicial stamp paper of Rs 1000of the state where the document is made)

Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Discovery of Tariff & Selection of Solar Power Developer for Implementation of Roof Top Solar PV Projects aggregating to about ____ (in words) MW under RESCO Model at various locations in the state of MP in response to the RFP No..... Dated: _____ issued by Nodal Agency including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Nodal Agency may require us to submit. The aforesaid Attorney is further authorized for making representations to the Madhya Pradesh Urja Vikas Nigam Limited and providing information / responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

(Insert the name of the executant's company)

through the hand of

Mr _____

duly authorized by the Board to issue such Power of Attorney

Dated this _____ day of _____

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of the executant)

(Name, designation and address of the executant)

Signature and stamp of Notary of the place of execution

Common seal of _____ has been affixed in my/our presence pursuant to Board of Director's Resolution dated _____

WITNESS

(Signature)

Name _____

Designation _____

(Signature)

Name _____

Designation _____

FORMAT 8: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead with CIN no of Bidder/ Lead Member/ Member of Consortium)

To,
Madhya Pradesh Urja Vikas Nigam Limited

Bhopal

Dear Sir,

Sub: Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about ____ (in words) MW under RESCO Model at various locations in the state of MP in response to the RFP No: Dated:

We submit our Bid for which details of our Financial Eligibility Criteria Requirements are as follows.

Net worth/Turnover of Indian Rupees _____ Lakh computed as per instructions provided in this RFP based on unconsolidated audited annual accounts (refer Note-1 below). The relevant financial statement for respective years shall be enclosed, duly signed by authorized signatory.

Name of Entity being evaluated	Name of Affiliate in case its Financial Strength being used	Financial Year	Financial Criteria (fill as applicable) to be met as per . ANNEXURE - III & Clause 3.9	
			Net worth (INR Lakh)	Turnover (INR Lakh)

Note:

The bidders in case of “using affiliate’s financial strength” shall declare in undertaking (Format-10) the criteria on which they fulfil the financial eligibility as per the provisions of this RFP.

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder.

Name: _____

Date: _____

Place: _____

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or a member of a Consortium, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted;
- d) Should be submitted on the letter head of the public accountant.

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity and control in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

FORMAT 9: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER

To,

Dear Sir,

Sub: Request for Proposal (RFP) Discovery of Tariff & Selection of Solar Power Developer for Implementation of ___(in words) MW Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model at various locations in the State of Madhya Pradesh

We hereby certify that M/s_____,M/s_____,M/s_____are the Affiliate(s) of the Bidder as per the definition of Affiliate as provided in this RFP and based on details of equity holding as on seven (7) Days prior to the Bid Deadline.

The details of equity holding of the Affiliate /Bidder or vice versa as on seven (7) Days prior to the Bid Deadline are given as below:

a) In case of Bidder being Company/ LLP/ Partnership Firm/ Sole – Proprietor:

Name of Company/ LLP/ Partnership Firm/ Sole – Proprietor	Name of the Affiliate	Details of Equity Holding

OR

b) In case of Bidder being member of the Consortium

Name of Member of Consortium	Name of the Affiliate	Details of Equity Holding

Yours Faithfully

(Insert Name and Signature of Statutory Auditor or Company Secretary of the Bidder/ Member of Consortium)

FORMAT 10: UNDERTAKING FORM

Undertaking from Affiliate of Bidder/ Lead Member/ Member of Consortium

Name: _____

Full Address: _____

Telephone No.: E-mail address: Fax/No.: _____

To,

Dear Sir,

We refer to the RFP No: Dated: _____ for Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for Implementation of ____ (in words) MW Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model at various locations in the State of Madhya Pradesh.

We have carefully read and examined in detail the RFP regarding submission of an undertaking, as per the prescribed Format of the RFP.

We confirm that M/s _____ (Insert name of Bidder) is our Affiliate on the following basis:

that M/s (Insert name of Bidder) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in the RFP referred to above in terms of Networth/Turnover.

We have also noted the amount of the Performance Guarantees required to be submitted as per the RFP by (Insert the name of the Bidder) in the event of it being selected as the SPD.

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidder) to submit the Performance Guarantees and Bid Security Declaration in full or in part at any stage, as specified in the RFP, we shall submit the Performance Guarantee and Bid Security Declaration not submitted by (Insert name of the Bidder)".

We also undertake that we shall maintain our relationship with M/s _____ (insert name of bidder) so that it is in accordance with principles of 'Control' and 'Affiliate' laid out in RfP No. _____ Dated: _____ for period of one (1) Year from COD, subject to provisions of Clause 3.4 b). **(in case of affiliate)**

We have attached hereto certified true copy of the Board Resolution, whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Signature of Chief Executive Officer/Managing Director

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.

Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model

WITNESS

(Signature)

Name_____

Designation_____

(Signature)

Name_____

Designation_____

FORMAT 11: FORMAT FOR LETTER INVITING CONSENT FOR AGREEMENT

To,

Date:

[Designation]

[Name of Company]

Address:

Sub:

Ref:

Dear Sir,

This is to inform you that you are declared as Successful Bidder against the RfP No. _____ dated dd.mm.yyyy for execution of Project Group(), of capacity _____ MW of solar rooftop projects under RESCO model for Implementation of ___(in words) MW Grid Connected Roof Top Solar PV Systems for Sale of Solar Power at various locations in the State of Madhya Pradesh.

Madhya Pradesh Urja Vikas Nigam Limited (Nodal Agency) does hereby award to M/s _____ (Successful Bidder) the work to execute Design, Engineering, Finance, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Rooftop Solar PV Projects for Sale of Solar Power under RESCO model as per scope of work, specifications and all terms and conditions mentioned in the RfP. Upon acceptance of this letter by the Successful Bidder, following conditions of the RfP would be applicable:

1. That, the "SPD" has agreed to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No: _____ Dated: _____ issued by "Nodal Agency".
2. That, the "Successful Bidder" has also agreed to execute work on the rates already accepted / agreed upon as mentioned in the Format "Financial Bid" sheet. The rates shown in the Financial Bid sheet for the sale of solar power is for the First Operational Year i.e. Rs _____ per unit, which shall be escalated by 3% at the start of each subsequent Operational Year till 25th Operational Year.
3. That, the Successful Bidder shall execute Power Purchase Agreement (PPA) with the Procurer and with co-signatories of the PPA on the date as notified by the Nodal Agency. The Successful Bidder shall be responsible for all the works related to Commissioning and operation for twenty-five (25) Operational Years of Project.
4. That, if the Successful Bidder wishes to form a Project Company, the same should be executed within forty-five (45) Days from the issuance of LICA. That principles laid down in Clause 3.11 of the RfP have to be followed while forming the Project Company.
5. That, the Successful Bidder shall submit PBG of an amount of INR Nineteen(19) Lakh/MW or part thereof at the time of acceptance of LICA.
6. That, the Successful Bidder shall submit the applicable Administrative Charges i.e. INR __ lakh.

For, the matter(s) of any dispute arising out of or in connection with this Letter the same shall be referred to arbitrator which shall be as per the provisions of the "Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983" and the Rule(s) there under. All the proceedings under arbitration will take place in Bhopal. The award in such arbitration shall be final and binding on both the parties.

Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model

The parties agree that this Letter will be considered as a legal document and shall be considered until such time that the parties have executed the Power Purchase Agreement.

Please signify acceptance to this letter by signing it. We look forward to working with you.

Date _____

Signature with Company Seal

Name _____

Designation _____

Regards,
For, MPUVNL

FORMAT 12: FORMAT FOR CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for Participation in

“Request for Proposal (RFP)

For

Discovery of Tariff & Selection of Solar Power Developer

For

Design, Engineering, Supply, Finance, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model at Various Locations in the State of MP

(To be stamped as per the stamp act of the state where the document is made)

THIS JOINT BIDDING AGREEMENT is entered into on this ___ day of _____ 2020.

AMONGST

{ _____, party on **First Part** of consortium} and having its registered office at _____ (Hereinafter referred to as the “**First Part**” or “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

_____ Having its registered office at _____ (Hereinafter referred to as the “**Second Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{ [_____], party on **Third Part** of consortium} and having its registered office at _____ (Hereinafter referred to as the “**Third Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the First, Second and Third Part are collectively referred to as the “**Parties**” and each is individually referred as a “**Party**”

WHERE AS,

i. Madhya Pradesh Urja Vikas Nigam Ltd. (hereinafter referred to as the “**MPUVNL**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its RFP No: Dated: _____ for award of the rate contract/ work under “Discovery of Tariff & Selection of Solar Power Developer for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model at Various Locations in the State of MP (hereinafter called “**Project**”) and Selection of Solar Power Developer for the same.

- ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise require, have the Meaning ascribed thereto under the above-mentioned RFP.

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process in a Project Group as per Table 1 of this RFP, only through this Consortium and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) The parties agree to submit bid as Consortium for following Project Groups:

Project Group	Participation* (Yes / No)

**Note: Bidder shall mention ‘Yes’ corresponding to Project Groups it wants to bid and clearly mention ‘No’ for Project Groups where it does not intend to bid*

- b) Only First Part shall be evaluated for qualification against technical eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by MPUVNL and in no circumstances the same shall be the responsibility of Second Part. Pursuant

Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model

to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.

- e) Second Part and Third part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part, Second Part and Third Part for execution of work awarded by MPUVNL.
- g) Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital” shall be in the following proportion: (if applicable)

Name of Member	Proposed % Equity holding
Lead Member(not less than 51%)
Member	
Member	

3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Bid Validity Period of Award and further in accordance with the LICA subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

4. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the MPUVNL. Party of First Part would decide on the representative of Consortium at MPUVNL.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For
and on behalf of Lead Member by:

SIGNED, SEALED AND DELIVERED For
and on behalf of Second Part:

(Signature)
(Name & Designation)
(Address)
In Presence of:
Witness -1
Witness -2

(Signature)
(Name & Designation)
(Address)
In Presence of:
Witness -1
Witness -2

SIGNED, SEALED AND DELIVERED For

and on behalf of Third Part:

(Signature)

(Name and Designation)

(Address)

In Presence of:

Witness -1

Witness -2

FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM

*(to be submitted by each member of the Consortium)
(To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made)*

Whereas Madhya Pradesh Urja Vikas Nigam Ltd. (MPUVNL) has invited applications (the “Applications”) by its RFP No: Dated: _____ for Discovery of Tariff & Selection of Solar Power Developers for Implementation of Aggregate Capacity of XXX (X) MW Grid Connected Roof Top Solar PV Projects, for Sale of Solar Power under RESCO Model, at various locations in the state of MP (hereinafter called “Project”)

Whereas,,, and (collectively the **Consortium**) being Members of the Consortium and having signed a Joint Bidding Agreement dated [●], are interested in submitting a Bid in accordance with the terms and conditions of the Request for Proposal (**RFP**) and the other Bid Documents, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Unit(s) and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,, having our registered office at, and, having our registered office at, (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorise having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium, and any one of us, during the Bid Process, including undertaking all acts required for the submission of the Bid in accordance with the terms and conditions of the RFP. Additionally, we also authorise the Lead Member to do any other acts or submit any information and documents related to the above Bid submission, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Unit(s), including but not limited to signing and submission of all applications, undertakings and other documents and writings, participate in bidders and other conferences and respond to queries, if required. In the event the Consortium is awarded the Project Documents for developing the Units, we authorise the Lead Member to submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium in relation to the incorporation of the SPV and generally to represent the Consortium in all its dealings with RUMSL, and/or any other Government Agency or any Person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Unit(s) and/or upon award thereof till incorporation of the SPV.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

(To be executed by authorized signatories of the Members of the Consortium, except the Lead Member)

Witnesses:

- 1.
- 2.

(Notarised)
Accepted
.....

(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

Instructions:

- (1) *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.*
- (2) *Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in*

favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium.

FORMAT 14: DECLARATION

(Required to be submitted by the Bidder on Original Letter Head with CIN No of company)

We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

We declare that we are (please specify & tick mark the relevant point(s) and cross the others):

1. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of MPUVN.
2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
3. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with Nodal Agency in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us.....(Name of bidder) as deemed fit necessary by MP Urja Vikas Nigam Limited.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

FORMAT 15: UNDERTAKING

(Required to be submitted by the Bidder on Original Letter Head of company)

I/We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

I/We Undertake that we are (please specify & tick mark the relevant point(s) and cross the others):

1. I/We declare that there has been no instances at any point of time where we have not performed satisfactorily in the Work Order(s) of Nodal Agency, leading to cancellation of Work Order(s) of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded in last five (5) Years.
2. I/We declare that I/we am/are not involved in litigation or arbitration with Nodal Agency arising out of work completed or under execution by it, of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded to them in last five (5) Years.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us.....(Name of bidder) as deemed fit necessary by MP Urja Vikas Nigam Limited.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

FORMAT 16: UNDERTAKING for ALMM GUIDELINES

(Required to be submitted by the Bidder on Original Letter Head of company)

I/We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

I/We Undertake that we are (please specify & tick mark the relevant point(s) and cross the others):

1. I/We declare to abide by the Ministry of New and Renewable Energy's ALMM guidelines issued vide O.M. F. No. 283/54/2018- Grid Solar – Part (I) and any other amendment made thereto.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us.....(Name of bidder) as deemed fit necessary by MP Urja Vikas Nigam Limited.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

ANNEXURE-I: PROGRESS REPORT FORMAT

S.No	Beneficiary Name	Project Group	District	Name of SPD	Estimated Capacity	LICA Signing Date (F)	PBG Submission Date	PBG Validity End Date	PPA Signing date (H)	Approved Capacity	Date on which NM application was filed	CP Completion Date	Effective Date	SCOD date	CS Completion Date	No. of days of extension provided without LD	Extended SCOD	No. of days of extension provided with LD	COD Date
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			

ANNEXURE-II: POWER PURCHASE AGREEMENT (PPA)

Attached towards the end of this RfP.

ANNEXURE - III: LIST OF PROJECT GROUPS

Project Group	Type of Institution	Tentative Number of Sites	Estimated Capacity (kW)
A	Municipality and PHED (Site Capacity>100 kW)	25	6000
B	Municipality and PHED (Site Capacity<100 kW)	40	3000
C	MP Jal Nigam(Site Capacity>100 kW)	10	3000
D	MP Jal Nigam (Site Capacity<100 kW)	40	2000
E	Central Govt. Institutions(Site Capacity>100 kW)	5	1000
F	Central Govt. Institutions(Site Capacity<100 kW)	11	1000
G	State Govt. Institutions &MP Power Utilities(Site Capacity>100 kW)	5	1000
H	State Govt. Institutions &MP Power Utilities(Site Capacity<100 kW)	40	2000
	Total	176	18000

Link for “Summary of Data Room”: Refer Clause 3.1

Note:-

1. The estimated capacity of individual Project Group may change. (increase or decrease)
2. All the Institutions/Departments have given their acceptance for the installation of solar plant on RESCO model. They have agreed to clear all their outstanding bills (if any) with the power utility.
3. The departments have agreed that they will make timely payment of electricity bills to Solar Power Developer (SPD) & DISCOM. ***They will also submit payment security to Solar Power Developer to cover any type of future risk to SPD.***
4. Data assessment of sites has been done to determine the mentioned estimated capacity.

Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model

5. Detailed analysis of the sites data, including “Individual site capacity, area for installation, contract demand, transformer capacity, electricity bills, site co-ordinates, consent letter for payment security and timely payment of bills, financial documents” will be shared in the data room, access of which can be obtained as per the details given in the RfP.

NOTE:*Distribution and usage of data provided in the Data Room for any purpose other than for this tender is strictly prohibited. The Bidder shall not be allowed to by-pass the Nodal Agency to approach the procurer or designated authorities for the sites listed in the Data Room for two (2) years from the bid submission date. Such actions will lead to the debarment and blacklisting of the Bidder(s) from this and any new tenders by the Nodal Agency.*

ANNEXURE – IV: MNRE Benchmark Costs for FY 2021-22

No. 318/38/2018-GCRT
Government of India
Ministry of New & Renewable Energy

Block No. 14, CGO Complex,
Lodi Road, New Delhi
Date: 18th August 2021

ORDER

Subject: Benchmark costs for Grid-connected Rooftop Solar Photo-voltaic systems for the financial year 2021-22 -reg.

I am directed to convey the approval of competent authority for issuing of the benchmark costs for Grid-connected Rooftop Solar Photo-voltaic Systems for the financial year 2021-22 as under:

For General Category States/UTs:

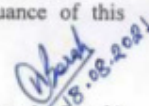
System Capacity range	Upto 1 kW	>1kW upto 2 kW	>2kW upto 3 kW	> 3kW upto 10 kW	>10 kW upto 100 kW	> 100kW upto 500 kW
Benchmark cost (Rs./kW)	51100	46980	45760	44640	41640	39080

For Special Category States/UTs (i.e. North-Eastern States including Sikkim, Himachal Pradesh, Uttarakhand, Jammu and Kashmir, Ladakh, Andaman and Nicobar and Lakshadweep islands):

System Capacity range	Upto 1 kW	>1kW upto 2 kW	>2kW upto 3 kW	> 3kW upto 10 kW	>10 kW upto 100 kW	> 100kW upto 500 kW
Benchmark cost (Rs./kW)	56210	51670	50330	49100	45800	42980

2. The above benchmark cost includes cost of Solar PV panels (with domestic cell and modules), inverter (single/3 phase wherever applicable), balance of system e.g. cable, switches/ circuit breaker/ connectors/ junction box, mounting structure, earthing, lightning arrester, and civil works, installation & commissioning, CMC for 5 years, transportation, insurance, applicable taxes, etc. The above benchmark costs are excluding of net metering cost and battery back-up costs.

3. The benchmark cost for year 2021-22 will be applicable for all LoAs to be issued/empanelment of vendors to be done by the state implementing agencies, under Ph-II of rooftop solar programme of MNRE, after 10 days from the date of issuance of this benchmark cost notification.


(Hiren Chandra Borah)
Scientist D
E Mail: hiren.borah@nic.in