



Madhya Pradesh Urja Vikas Nigam Limited

Invites

Request for Proposal (RFP)

For

Selection of Bidders

For

**Implementation of ~ 10MWp Grid Connected Roof Top Solar PV
Systems for Sale of Solar Power under RESCO Model at various
locations in the State of Madhya Pradesh**

RFP No:MPUVN/GCRT-RESCO 2018-19/2575

12thSeptember 2018

Issued by:-

Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)

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

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RFP No:MPUVN/GCRT-RESCO 2018-19/2575

Dated:12th September 2018

Madhya Pradesh Urja Vikas Nigam Limited, invites Bids from the Bidder to participate through this Request for Proposal (RFP) for Selection of Bidders for Implementation of ten (10)MWp 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 either under a single category or combination of following category I and III, as defined under Policy for Decentralized Renewable Energy Systems, 2016, as stated below

- 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, Bidder should submit their bid proposal along with non-refundable Bid Processing Fee and all requisite documents complete in all respects on or before 28.09.2018 upto 18:00 Hours in the office of “Nodal Agency” in prescribed format. Bid proposals received without the prescribed Bid Processing Fee and Bid Security will 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 29.09.2018 at 14:00 Hours in the presence of authorized representatives of Bidder 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.mpeproc.gov.in> for online submission.

DISCLAIMER

1. Though adequate care has been taken while preparing the RFP document (inclusive of Formats and Annexures), the Bidder 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 on or before pre-bid meeting date, 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 annexure at any time before Bid submission date. Interested Bidders are advised to follow and keep track of Nodal Agency's web-site 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 Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about ten (10)MWp under RESCO Model at various locations in the state of MP
RFP No. & Date	RFP No: MPUVN/GCRT-RESCO 2018-19/2575 Dated:12 th September 2018
RFP Purchase Start Date	12/09/2018 at 06:00 PM
RFP Purchase End Date	28/09/2018 at 03:00 PM
Broad Scope	Design, Engineering, Supply, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance (for twenty five (25) Operational Years of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to capacity of about ten (10)MWp under RESCO Model at various locations in the state of Madhya Pradesh, India.
Pre-bid Meeting	A pre-bid meeting will be held on 19/09/2018at 11:00 AMat Hall -14, Banquet Hall (Second Floor), India Expo Centre, Greater Noida. Interested Bidder may send their representatives to attend the same.
Last date & Time of Submission of Bid submission (ONLINE only)	28/09/2018 up to 06:00 PM
Last date & Time of Submission of Technical bid (HARD copies)	29/09/2018 up to 12:00 PM
Bid Opening (Technical)	29/09/2018 at 02:00 PM
Bid Opening (Financial)	01/10/2018 at 03:00 PM (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).
Bid Processing Fee (non-refundable)	Bidder shall pay Bid processing fee of Rupees 50,000/- (Rupees Fifty Thousand only) through online mode at www.mpeproc.gov.in . By paying this fee, a Bidder shall be eligible to Bid for one or more Project Groups under this RFP. Additionally, Bidder shall pay E-tendering fees of requisite

	<p>amount to the hosting agency.</p> <p>No exemption towards processing fees 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 of required amount for each Project Group for which Bidder is placing Bid. Bidders placing Bid for more than one Project Group could furnish single Bid Security of value equivalent to the sum of the of Bid Securities required for each Project Groups in which Bidder is participating. The Bid Security as defined under clause 3.19 “Project Group wise Bid Security to be submitted by the Bidder(s)” of RFP document, shall be in the form of cross Demand Draft drawn in favour of “M.P. Urja Vikas Nigam Ltd. Bhopal” payable at Bhopal from a nationalized/ scheduled bank, or FDR in favour of M.P. Urja Vikas Nigam Ltd., Bhopal through A/C of bidder or bank guarantee as per prescribed FORMAT 4. No exemption towards Bid Security is 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 Article 3.6 of PPA.</p>
Update on this RFP	<p>Bidders are advised to keep tracking of changes/ updates/ corrigendum regarding this RFP on http://www.mpeproc.gov.in</p>
Address for Bid submission/ correspondence	<p>Mr. Shrikant 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 and control means ownership by one Bidder/member of at least 26% paid up equity capital in any other Bidder/member. Any bank or financial institution shall not be considered as Affiliate.
2. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
3. **“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;
4. **“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;
5. **“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 RFP for the project.
6. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
7. **“Bid Security”** shall mean Bid Security to be submitted by the Bidder along with the Bid as per clause 3.19;
8. **“CEA”** shall mean Central Electricity Authority;
9. **“Capacity Utilization Factor”** (CUF) in a Year shall mean the ratio of the output of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24.
(CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365));
However, for demonstration of successful Completion, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus installed Project capacity x 1 x 24, adjusted to seasonality as per provisions of 3.22.
10. **“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;
11. **“Competent Authority”** shall mean Managing Director of MPUVNL, himself and/or a

person or group of persons nominated by him for the mentioned purpose herein;

12. **“Completion”** shall mean supply and erection/installation of the Project and demonstration of CUF as per provisions of Clause 3.22.
13. **“Commissioning”** shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations and as per Article 12 of in Scope of Work section of PPA, by the Power Producer;
14. **“Commercial Operation Date” or “COD”** shall mean the day when full PPA Capacity of the Project shall be commissioned;
15. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
16. **“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;
17. **“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;
18. **“Effective Date”** shall mean date of execution of PPA between Power Producer and Procurer;
19. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP;
20. **“Eligible Bidder(s)”** shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of their Financial Bid
21. **“Expiry Period”** shall mean the 25th anniversary of the SCOD of the Project;
22. **“Financial Bid”** shall mean online financial Bid, containing the Bidder’s quoted First Year Tariff as per format given in RFP;
23. **“First Operational Year”** shall mean the period commencing from the Initial Part Commissioning and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD of PPA Capacity;
24. **“IEC”** shall mean specifications of International Electrotechnical Commission;
25. **“Initial Part Commissioning”** shall mean the commissioning of first part capacity of PPA Capacity by Power Producer, and shall mean COD if the entire project is commissioned together;
26. **“Inspecting Authority”** shall mean the authority designated by the competent authority for the said purpose;
27. **“kWp”** shall mean KiloWatt Peak;
28. **“kWh”** shall mean KiloWatt Hour;
29. **“LICA”** shall mean Letter Inviting Consent for Agreement;
30. **“Lead Member”** shall mean the member of Bidding Consortium which is designated as leader of the Consortium by other member to represent them as Bidder for this RFP;

31. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
32. **“Month(s)”** shall mean a calendar month as per the Gregorian calendar;
33. **“MWp”** shall mean Mega Watt Peak;
34. **“Nodal Agency”** shall mean the Madhya Pradesh Urja Vikas Nigam Limited, (MPUVNL) Bhopal;
35. **“Operational Year(s)”** the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA. It is pertinent that, last Operational Year would get shortened by number of months by which Commissioning of Project got delayed from the SCOD;
36. **“Part Commissioning”** shall mean the Commissioning of capacity lower than the PPA capacity for the purpose of receiving the Commissioning certificate for part capacity;
37. **“Paid-up share capital”** means the paid up share capital as defined in Section 2 of the Company Act, 2013.
38. **“Performance Test”** shall mean tests as defined in 3.22 which establish successful installation and working of equipment at desired level as per the requirement of issuing authority;
39. **“Power Producer”** 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. After Expiry Date of PPA, ownership of Project will be transferred to Procurer as provided in the PPA;
40. **“Power Purchase Agreement or PPA”** shall mean the Power Purchase Agreement to be executed between Power Producer and the Procurer. The prescribed format for execution of PPA is attached as

41. ANNEXURE-III to this RFP;
42. **“PPA Capacity”** shall mean the capacity undertaken by the Power Producer for implementation of grid connected roof top solar PV Projects for sale of solar power to Procurer after undertaking a technical analysis of the likely capacity under the RFP;
43. **“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 establishment;
44. **“Procurer(s)”** shall mean the person or company or organization procuring solar power from the Power Producer at competitively determined tariff under the RFP and the PPA;
45. **“Project(s)”** shall mean the Grid Connected Solar PV Project(s);
46. **“Project Capacity”** means the capacity of the Projects mentioned in the Agreement. The Project capacity specified is on “DC” Side only;
47. **“Project Group(s)”** shall mean a group of Project(s) as per Clause 2.2 of this RFP;
48. **“Project Company”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with 3.11;
49. **“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;
50. **“Qualified Bidder(s)”** shall mean, for given scope of work, the Eligible Bidder having quoted minimum Financial Bid in a Project Group or Eligible Bidder matching minimum Financial Bid in a Project Group;
51. **“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;
52. **“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 as per RFP;.
53. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it;
54. **“Scheduled Commercial Operation Date” or “SCOD”** shall mean 9 months from the PPA Signing date i.e., Effective Date as defined in PPA; including the extensions, if any, granted as per Article 3.18 of the PPA.
55. **“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;
56. **“Successful Bidder(s)”** shall mean the Qualified Bidder(s) selected by Nodal Agency

pursuant to this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom LICA has been issued;

57. “Term of PPA” shall mean the period from the Effective Date until the Expiry Date;

58. “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 contract 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 contract, 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 Selection of Power Producer for Implementation of MWp 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 is 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 bidders qualifying the technical stage shall be treated at par. Financial Bid of the Bidder qualifying at technical stage only 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 Power Producer 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 approximate 10 MWp capacity of Projects under RESCO mode for Implementation 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. Bidders are advised to note that the Grid connected projects may be either one or combination of following two categories- Grid connected net metered systems; and Grid connected systems for consumption within premises with no export of power in line with the solar policy of Madhya Pradesh.
- 2.2. Bidder shall be required to Bid in different Project Groups as mentioned in ANNEXURE-IV. The Bidders are advised to understand and satisfy themselves in regards with the detail provided about the various Projects in the ANNEXURE-IV.

2.3. No subsidy is available for Project under Commercial and Industrial Project Group. Therefore, they have a liberty to choose among Indian make or foreign make modules. Such Projects are eligible for concessional funding from World Bank available through State Bank of India, if Bidder meets the criteria sets out in ANNEXURE-II. Bidder can choose to avail the above facility at its own discretion. The final decision to provide debt funding will lie with State Bank of India and Nodal Agency will take no responsibility/ liability for debt funding.

2.4. **A Data Room has been created which contains site wise survey details and past electricity bills for such site. The access to data room will be provided to bidders who pay/already paid the bid processing fee.**

2.5. **Key Dates**

S. No.	Nodal Agency Stage	Date	Time (Hrs.)
1.	Purchase of RFP Start Date	12-09-2018	1800
2.	Pre Bid Meeting at Noida	19-09-2018	1100
3.	Purchase of RFP End Date	28-09-2018	1500
4.	Bid Submission End Date	28-09-2018	1800
5.	Mandatory Submission Hard Copy of Bid (except Financial Bid)	29-09-2018	1200
6.	Technical Bid & Bid Security Opening Date	29-09-2018	1400
7.	Financial Bid Opening Date	01-10-2018	1500

2.6. **Conditions Precedent**

Conditions Precedent for Procurer:

2.6.1. Procurer shall allocate sufficient shadow free space in its Premise, within fifteen (15) Days from receipt of confirmation on LICA from the Successful Bidder, and provide last twelve (12) Months of electricity bills (at least of six (6) Months), to the Successful Bidder. During fifteen (15) Days, Procurer shall allow Successful Bidder to visit the Premise for assessment of required space and locating the proposed project. Minimum space provided by Procurer shall be based on 110 square feet per kWp.

- 2.6.2. On allocating enough space for installation of Project, Successful Bidder may ask for a change in location within Premise, but final decision on the location shall be taken by Procurer and it shall be binding on Successful Bidder.
- 2.6.3. Procurer should inform Nodal Agency and Successful Bidder, in writing, about the space provided for Project implementation within 15 Days from receipt of confirmation on LICA.
- 2.6.4. Any delay beyond 30 Days in providing sufficient space to Successful Bidder, Procurer's Project shall be excluded from further deliberations.
- 2.6.5. PPA shall be signed by the Procurer with Successful Bidder within ten (10) Days from the submission of C-PBG by the Successful Bidder to the Nodal Agency.
- 2.6.6. Any delay beyond 60 Days in signing PPA with the Successful Bidder, Procurer's Project shall be excluded from further deliberations.

Conditions Precedent for Successful Bidder:

- 2.6.7. Confirmation on acceptance of LICA within 15 Days from the date of issuance of LICA.
- 2.6.8. Within 30 days after conforming LICA, the Successful Bidder shall undertake Site Survey, assess free capacity of the concerned DT, analyse last twelve (12) Months of electricity bills (at least six (6) Months) received from Procurer, and submit the letter of request for change in PPA Capacity (if any, with due analysis) to Nodal Agency, copying Procurer.
- 2.6.9. PPA Capacity of each Project under each Project Group as indicated in ANNEXURE-IV may increase up to 50% or decrease up to 20%, subject to Nodal Agency's decision on analysis proposed by the Successful Bidder. It shall be noted that, change in PPA Capacity may lead to change in GOI and State Subsidy available for Project for different types of categories in accordance with below tables:

Subsidy for Government Buildings

S. No.	Project Capacity (kWp)		Government Building (INR)
		Benchmark (INR/Wp)	Net Subsidy
1.	1 – 10	60	45% x 60 x Capacity in Wp
2.	10 – 100	55	45% x 55 x Capacity in Wp
3.	100 – 500	53	45% x 53 x Capacity in Wp

Subsidy for Private Institutions

S. No.	Project Capacity (kWp)		Private Institutions (INR)
		Benchmark (INR/Wp)	Net Subsidy
1.	1 – 5	60	30% x 60 x Capacity in Wp
2.	5 – 10	60	(30%+20%)*60*Capacity in Wp
3.	10 – 100	55	30%*55*Capacity in Wp + 20%*55*(Capacity in Wp up to 25 kW) (20% subsidy is available for up to 25 kW)
4.	100 - 500	53	30%*53*Capacity in Wp + 20%*53*25000 (20% subsidy is available for up to 25 kW)

Note: Subsidy calculation is done as per Benchmark costs for Off-grid Solar PV Systems and Grid Connected Rooftop Solar Power Plants for the Year 2018-19 as notified by MNRE.

2.6.10. For subsidy computation the project capacity to be used shall be minimum of capacity of solar panel and capacity of inverter.

2.6.11. Nodal Agency reserves the right to charge 2% of MNRE Benchmark Cost (prevailing at the time of Bid Submission) for each projects as its admin charges from the successful bidder. However, such admin charges shall not exceed the GOMP subsidy provided in any case. Successful bidders shall submit a Demand Draft amounting to the admin charges for the respective project group at the time of LICA signing.

2.6.12. Nodal Agency shall communicate to Successful Bidder any change in PPA Capacity within ten (10) Days from the submission of the site survey report and letter of request.

2.6.13. Submission of C-PBG shall be within fifteen(15) Days from the confirmation by Nodal Agency on the PPA Capacity.

Consequences of non-fulfilment of conditions precedent:

In case of any delay in any of the timelines mentioned in clause 2.6.4 and 2.6.6, Nodal Agency shall take appropriate decision based on circumstances and may provide further time to complete the respective conditions precedent.

2.6.14. Whereas, any delay in timelines provided to Procurer and Successful Bidder may lead to cancellation of LICA.

2.6.15. In case, Nodal Agency cancels the LICA issued to Successful Bidder due to non-

compliance of Successful Bidder, Nodal Agency shall ask the L2 Bidder in the Particular Project Group to sign LICA at the rate quoted by L2 for that Project Group for which LICA has been cancelled. Further, if L2 Bidder rejects the Nodal Agency proposal, Nodal Agency shall ask L3 and so on.

2.6.16. If none of the Bidder of that particular Project Group is interested in the Projects, Nodal Agency shall offer it to the Successful Bidders of other Project Groupsto meet the L1 Quoted Tariff of that particular Project Group. Before offering Projects to any other Successful Bidder, Nodal Agency must assure that a new Successful Bidder has at least one Project in the vicinity of the Projectsfor which LICA was cancelled.

2.6.17. In case, any of the Successful Bidder of other Project Groups are not interested in Projects, then Nodal Agency will take appropriate action in discussion with Procurers.

2.6.18. At any point of time, if it is found that Successful Bidder of a Project Group is non-compliant or is not signing the PPA for any specific type of Projects in a Project Group, Nodal Agency may take strict action against the Successful Bidder. It may lead to cancellation of all LICAs issued to that Successful Bidder for Projects under such Project Group. Later, Nodal Agency shall offer remaining Project to other Bidders in accordance with the procedure mentioned in clause 2.6.16 and 2.6.17.

SECTION-III: INSTRUCTIONS TO THE BIDDER

3. INSTRUCTIONS TO THE BIDDER:

3.1. The total capacities in this tender has been grouped in to Project Group , Bidders can place bid for one or multiple project groups by paying the Bid processing fee once at www.mpeproc.gov.in. Bidder who pays Bid processing fee for one project group will be eligible to view documents uploaded under all the Project groups. The link to the data room will be one of the document which a bidder get access to by paying the bid processing fee.

3.2. Bidder shall meet the Eligibility Criteria. In case of consortium, Lead Member must independently meet the Eligibility Criteria. Consortium of maximum of three companies is allowed under RFP. Consortium may comprise of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination thereof.

3.3. Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:

- a) Bidder shall establish net-worth as required under this RFP.
- b) In-case Bidder/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then relationship with the Affiliate by the Bidder shall

continue i.e., equity holding should be more than 26% for period of the FirstOperational Year. 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 www.mpeproc.gov.in. Therefore, it is advised to all Bidders to get registration by making on line registration fees payment at the earliest.
 - b. Tender documents can be purchased only online and downloaded from website www.mpeproc.gov.in by making online payment for the Bid Documents Fee.
 - c. Service and gateway charges shall be borne by the Bidders.
 - d. Bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
 - e. For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website www.mpeproc.gov.in . Please note that it may take upto 7 to 10 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
 - f. If Bidder is going first time for e-tendering, then it is obligatory on the part of Bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.

- g. Once the digital signatures are obtained, the Bidder should get the browser settings done so that while using the e-procurement application Bidder is able to use the digital signature which is mandatory for Bid participation. These settings can be done through the details given on the portal or by calling the helpdesk. Please ensure that these settings are done at the earliest.
 - h. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
 - i. Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in.
 - j. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
 - k. Interested Bidders may attend the free training program in Bhopal at their own cost. For further query please contact help desk.
 - l. 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 same in physical form with the offer of particular Bid.
 - m. After the final submission, Bidder should ensure that he has received the acknowledgment slip and should keep this slip till 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 2.5. Technical bid containing original (downloaded) RFP, relevant document/ certificates etc. duly sealed and signed and Bid Security should reach to the office undersigned by the Key Dates.
- 3.8. For any type of clarification, bidders can visit www.mpeproc.gov.in and held desk contact no. 18002588684 and Mail id: eproc_helpdesk@mpsdc.gov.in. Support timing from Monday to Saturday between 10:00 AM to 7:00 PM.

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 twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.
- 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 twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.

3.9.2. FINANCIAL ELIGIBILITY CRITERIA:

The Bidder should have minimum Net worth of about INR one (1) crore per MWp of connected rooftop Solar PV Project for Project Group, subject to provisions of clause 3. In case of Consortium, Net worth should be fulfilled by Lead member only. The table below provides the project group wise net worth requirement:

Project Group	Type of Institution	Estimated Capacity (kWp)	Net Worth required in Lakhs
A	Medical Colleges	7400	740
B	Central Government Undertaking	1200	120

3.9.2.1. The Computation of Net worth shall be based on latest unconsolidated audited annual accounts but not older than two (2) Years. The formula of calculation of net-worth shall be as per Companies Act 2013.

3.9.2.2. 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 be required 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 requirements provided the Bidder has at least twenty six percent (26%) equity 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 the financial strength of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
 - d) In case of Consortium, Financial Eligibility Criteria has to be met individually by Lead Member and/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 13. 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, check-lists 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 Envelop-II in sealed condition. The requisite documents required are indicated in the check-lists. It is essential for the Bidders to submit check-lists duly sealed and signed with its corresponding envelope. However, this Check-List 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, Bidder is responsible to incorporate a Project Company within forty five (45) Days from the issuance of LICA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, also transfer already obtained clearances, if any.
- b. The aggregate equity share holding of the Successful Bidder in the issued and paid up share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of one (1) Operational Year. Company formed by members of the consortium who is a Successful Bidder shall have at least aggregate equity share holding of 51% held by the member of the

Consortium in a newly formed Company, up to a period of one (1) Operational Year. Further, any member of the Successful consortium shall maintain individual equity in newly formed Company of at least, 51% (0.51) of its share in the bidding consortium, up to a period of one (1) Operational Year.

- c. In case of Successful Bidder being a Partnership Firm or an LLP, the equity ownership of the partners in the Successful Bidder or the Project Company shall remain in same proportion as mentioned in the partnership deed submitted along with the Bid, up to a period of one (1) Operational Year. Nodal Agency shall be notified, within a month, in case of any change in equity proportion for ownership of such Successful Bidder.
- d. Any change in ownership and liabilities after one (1) Operational Year shall be permissible, however Power Producer 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 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 representative of the Lead Bidder. Strict adherence to the documents required to be submitted in Envelope – I, as per clause 3.14 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 one 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 in original as per FORMAT 7, authorizing the signatory of the Bid.

3.13. CLARIFICATIONS AND PRE-BID MEETING:

The Bidder may seek clarifications or request amendments to RFP in writing, through a letter or by fax (and also soft copy by e-mail) to reach Nodal Agency at the address, date and time mentioned in Bid Information Sheet.

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.

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.

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, BID PROCESSING FEE AND BID SECURITY):** The following documents are to be submitted in physical (hard copy):

- Covering Letter as per prescribed FORMAT 1.
- Bid Processing Fee
- Bid Security of required value as mentioned in Clause 3.19, FORMAT 4, if applicable;

b) **ENVELOPE- II TECHNICAL DOCUMENTS:** The following documents are to be submitted in physical (hard copy):

- Original power of attorney (on the stamp value of Rs.1000/-, 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 Act-2013).
- 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 certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable).
- 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 on Declaration for submission of Bid.
- Signed and stamped Copy of RFP including 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 3.12 and 3.13 above, in respective envelopes sealed under a single cover envelope. They shall be submitted in physical form on or before the Bid Deadline:-

Envelope-I (Covering letter, Bid Processing fee and Bid Security)

Envelope-II (Financial eligibility documents)

- b) Additionally the Bidders shall be required to submit scanned copies of following documents online:
- (i) Bid Security;
 - (ii) Bid Processing Fee;
- c) Financial Bid shall be submitted only through online mode with due encryption.

The Bidder has the option of sending technical bid (Envelope I & Envelop II) either by registered post or 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 & Envelop II). It should be noted that except online Financial Bid, no other envelope/ document shall 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, 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 representative 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 Bid on or before the time schedule mentioned in Bid Information Sheet.

3.17. VALIDITY OF BID:

The bid shall remain valid for a period of one hundred and eighty (180) Days from the date of online Bid submission. 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 forfeit the Bid Security furnished by the Bidder. The date of issuance of LICA shall be intimated by the Nodal Agency to the Successful Bidder. In exceptional circumstances when LICA is not issued, the Nodal Agency may solicit the Bidder's consent to an extension of the period of Bid Validity Period. In such circumstances, the Bid Security provided shall also be suitably extended.

3.18. COST OF BIDDING:

The Bidder shall bear all the costs associated with the preparation and submission of his offer and Nodal Agency will in no case be responsible or liable for those 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:

The Bidder shall furnish the interest free Bid Security of amount as stated in the table below:

Project Group	Capacity in kWp	Bid Security in '000 INR
A	7400	8,880
B	1200	1440

3.19.1. Bidders placing Bid for more than one Project Group shall furnish individual Bid

Security desired for each Project Groups.

3.19.2. The Bid Security shall be from a nationalized/ scheduled bank in the form of Crossed Demand Draft drawn in favour of "M.P. Urja Vikas Nigam Ltd. Bhopal" payable at Bhopal,

OR

FDR in favour of M.P. Urja Vikas Nigam Ltd., Bhopal through account of bidder

OR

Bank guarantee as per prescribed format (FORMAT 4).

3.19.3. Desired Bid Security shall be furnished by every Bidder including MSMEs or any Govt./ semi Govt./ PSU organizations/ agencies. The initial validity of Bid Security shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder on the advice of Nodal Agency, if required, at any time either before bid process is concluded or during Rate Validity Period of Agreement.

3.19.4. Bid Security shall be returned to all other Bidders except Successful Bidder, within fifteen (15) Days from date of submission of C-PBG by the Successful Bidders or within three (3) Months of opening of Financial Bid result, whichever is earlier.

3.19.5. The bid security for the successful bidder will be returned when the bidders successfully commissions 25% of the indicated project capacity cumulatively or submits C-PBG equivalent to 25% cumulatively the Bid Security shall be returned. The Bid Security shall be denominated in Indian Rupees and:

- a) Bid Security should be confirmed for payment to Nodal Agency by respective banks.
- b) Bid Security shall be submitted in its original form and copies will not be accepted
Successful Bidder shall submit 2% of MNRE Benchmark Cost (prevailing at the time of Bid Submission) for such Projects as a Nodal Agency administration cost.

3.19.6. Successful Bidder of such Project Groups not submitting the Nodal Agency administration cost, Bid security shall be forfeited of such Successful Bidders.

3.19.7. The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Nodal Agency under following circumstances:

- a) If a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity Period specified in the RFP document.
- b) If Successful Bidder fails to fulfil its Conditions Precedent as specified in Clause 2.6.
- c) If Successful Bidder fails to sign the PPA within the indicated time unless the default from procurer as per Clause 2.6.

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, in the presence of one representative from each of the Bidder who wish to be present.

Name of the Bidder, Bid Security and Project Groups shall be read out to all the Bidder at the time of opening of Envelope-I.

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. 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 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. SYSTEM ACCEPTANCE TESTING

3.22.1. The Power Producer shall, in the presence of designated representatives of Nodal Agency and Procurer, conduct testing of the Project, as prescribed in RFP, to establish successful Commissioning of the Project.

3.22.2. The Power Producer shall demonstrate that the said project delivers Capacity Utilization Factor ("CUF") of at least 15%, adjusted for seasonality as tabulated below, for one (1) day before declaration of successful Completion of the Project.

Month	kWh generation in 1 day per kWp system
-------	--

January	3.71
February	4.14
March	4.33
April	4.27
May	3.99
June	3.30
July	2.56
August	2.33
September	3.21
October	3.89
November	3.90
December	3.56

3.22.3. If the results of such testing indicate that the Project is capable of generating electrical energy and Power Producer shall submit Commissioning certificate of the Project issued by the concerned Discom and/or Nodal Agency as the case may be, in accordance with the applicable rules/regulation/policies, as prescribed in RFP, Power Producer shall send a written notice to Nodal Agency, with a copy to Procurer, to that effect, and the date of successful conducting such tests and injection of solar power at Delivery Point(s) shall be the “Commercial Operation Date” as certified as per RFP and/or PPA.

3.23. 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. Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.

3.24. 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.

3.25. CHANGE IN LAW

3.25.1. "Change in Law" means the occurrence of any of the following events after the Bid Submission Date resulting into any additional recurring/ non-recurring expenditure by the Power Producer or any income to the Power Producer:

- 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 Power Producer, which results in any change in any cost of or revenue from the business of selling electricity by the Power Producer to Procurer under the terms of this 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 Power Producer;
- f) 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 Power Producer as per the terms of this PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer, or (ii) any change on account of regulatory measures by the Appropriate Commission or (iii) change in the rates of existing taxes applicable to the Power Producer or (iv)

change in income taxes applicable for the Power Producer

3.26. TAXES AND DUTIES:

The Financial Bid should include all taxes and duties etc., if any. Power Producer shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable shall be payable by the Power Producer. However, if any new change in tax/duty and cess is effected in the period after the Bid Submission Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer as determined by the Competent Authority.

3.27. IMPACT OF CHANGE IN LAW:

To evaluate impact of any change of laws in future, the rates applicable for each component shall be considered in the ratio of:-

- Material Component- 80% of the Benchmark cost
- Erection, Installation and Commissioning (I&C) component- 20% of the Benchmark Cost and
- Yearly operational cost will be considered as 3% of the Benchmark cost

The Quoted Tariff would be adjusted as below based on the variations in the capital cost and operational cost on account of change in taxes. Adjustment shall be allowed only if the extent of variation in taxes is beyond the deviations specified in table below:

	Variation due to change in taxes	Proportionate adjustments to the tariff
Capital Cost (Adjustments will be considered only if the change is more than 2.5%)	+ 10%	+ 8%
	-10%	-8%
Operational Cost (Adjustments will be made only if change is more than 5%)	+ 10%	+ 1%
	-10%	-1%

3.28. SCHEDULE OF RATES FOR ADDITIONAL WORKS:

The Rates of additional electrical work within the premises will be decided on the basis of at par rates of Schedule Of Rates (SOR), for Electrical works, Public Works Department (PIU), Bhopal, Govt. of M.P. in force from 1st August

2014 issued by Project Director, M.P.P.W.D Bhopal, amended from time to time;

The rates of additional civil work shall be as per at par the rates of Schedule Of Rates (SOR) for building works, Public Works Department, (PIU), Bhopal, Govt. of M.P., in force from 1st August 2014 issued By Project Director, amended from time to time;

The Rates of additional electrical work outside the premises shall be as per the schedule of rates (SOR), at par, for electrical works, MP Madhya Kshetra Vidhyut Vitran Company Ltd. (MPMKVVCL), amended from time to time;

3.29. PROGRESS REPORT:

Power Producer shall have to commission the Project within nine (9) Months from the Effective Date of PPA. The Power Producer shall submit monthly progress report to Nodal Agency, in prescribed pro-forma to be designed in discussion with Power Producer, for the period from signing of PPA to CoD. Nodal Agency will have the right to depute his/their representatives to ascertain the progress at the premises of work of the Power Producer.

3.30. FORCE MAJEURE:

For purpose of this RFP, force majeure shall mean an event beyond the control of the Power Producer 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 Power Producer and all other concerned.

In the event that the Power Producer 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 Power Producer shall promptly notify Nodal Agency in writing, not later than seven (7) Days from the date such situation arises (in case, communication is not possible to Nodal Agency, Power Producer shall notify Nodal Agency not later than one (1) Day from the day when communication system will be restored). The Power Producer shall notify Nodal Agency 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 Power Producer in timely intimating Nodal Agency will suspend

its right for any relief otherwise eligible under such force majeure conditions.

3.31. APPLICABLE LAW:

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

3.32. SETTLEMENT OF DISPUTE:

If any dispute of any kind whatsoever arises between Nodal Agency and the Power Producer / Successful Bidder in connection with or arising out of the Agreement 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 Madhyastham 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.

3.33. 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.

3.33.1. AMENDMENT:

3.33.1.1. Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Interested and eligible Bidder are advised to follow and keep track of Nodal Agency web-site for updated information. 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.

3.33.2. SEVERABILITY:

3.33.2.1. 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.

3.33.3. PRICE PREFERENCE:

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

3.33.4. TAX EXEMPTIONS:

3.33.4.1. Nodal Agency will extend possible cooperation to Power Producer in availing any tax exemptions. However, the responsibility of availing any such exemptions, if any, would rest with the Power Producer.

3.33.5. FRAUD AND CORRUPTION

3.33.5.1. The Power Producers, 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.

3.33.6. DEBARRED FROM PARTICIPATING IN NODAL AGENCY'S TENDER

3.33.6.1. 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 of Nodal Agency.

SECTION IV: BID EVALUATION

4. BID EVALUATION:

4.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING FOUR STEPS:

- a) Step I-Responsiveness check of Technical Bid
- b) Step II-Evaluation of Bidder' fulfilment of Eligibility Criteria described in Section-I
- c) Step III-Evaluation of Financial Bid
- d) Step IV-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:

- 4.2.1.1. Bid not submitted in prescribed envelop format.
- 4.2.1.2. Bid that are incomplete, i.e. not accompanied by any of the applicable formats;
- 4.2.1.3. Bid not accompanied by contents of Envelope – I as mentioned in Section VI (1).
- 4.2.1.4. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- 4.2.1.5. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
- 4.2.1.6. Information not submitted in the formats specified in this RFP;
- 4.2.1.7. Bid being conditional in nature;
- 4.2.1.8. Bid not received by the Bid Deadline;
- 4.2.1.9. Bid having conflict of interest;
- 4.2.1.10. Bidder makes any misrepresentation;
- 4.2.1.11. Any other act of Bidder which may be unlawful for the purpose of this RFP.
- 4.2.1.12. 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 Eligibility Criteria is taken up.

4.3. EVALUATION OF FINANCIAL BID:

Financial Bid of the Eligible Bidder shall be opened online in presence of the representatives of such Eligible Bidder, who wish to be present, on date as may be intimated by Nodal Agency to the Bidder through Nodal Agency's website or E-mail. The evaluation of Financial Bid shall be carried out based on the information furnished. The Financial Bid submitted by the Bidder shall be scrutinized to ensure conformity with the RFP. Any Bid not meeting any of the requirements of this RFP

may cause the Bid to be considered “Non-responsive”.

4.4. SUCCESSFUL BIDDER(S) SELECTION:

- 4.4.1. Bid qualifying in as per Eligibility Criteria shall only be evaluated in this stage.
- 4.4.2. All Bidder qualifying Eligibility Criteria shall be placed as equal.
- 4.4.3. For each Project Group, Eligible Bidder shall be ranked from the lowest to the highest based on the Financial Bid submitted by the Bidder.
- 4.4.4. Eligible Bidder shall quote the First Year Tariff (“Quoted Tariff”) in the Financial Bid, considering the provisions of escalation and format specified in Section VII. The Quoted Tariff shall be calculated up to four (4) decimal places. The Bid shall be evaluated to identify one Qualified Bidder for each Project Group, subject to the provisions of clause 4.4.
- 4.4.5. Eligible Bidder with lowest Quoted Tariff for given scope of work under each Project Group shall become the Qualified Bidder. LICA shall be issued to such Qualified Bidders and they shall be declared as Successful Bidders.
- 4.4.6. In case where two or more Eligible Bidders bid the same lowest Quoted Tariff for the same Project Group, Eligible Bidder with highest Net worth shall be declared as Qualified Bidder.
- 4.4.7. The date of issuance of LICA shall be intimated by the Nodal Agency to the Successful Bidder.
- 4.4.8. If Successful Bidder fails to acknowledge the same, submit the C-PBG and sign the PPAAs per the provisions of 2.6, the Nodal Agency reserves the right to annul/cancel the LICA to Successful Bidder.
- 4.4.9. In such cases, the Project can be awarded to other Bidders in accordance with the procedure mentioned in clause 2.6.15.
- 4.4.10. Nodal Agency at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever.
- 4.4.11. In case, within the Bid Validity Period, any organization or entity proposes to have Project under RESCO mode (who is not present in ANNEXURE-IV), Nodal Agency shall offer new Project to Eligible Bidder of the Project Group with firstly similar type of Procurer and then size of the Project, at the same Quoted Tariff.
- 4.4.12. In case, L1 did not accept the offer, Nodal Agency shall offer new Project to L2 at L1 Quoted Tariff only. In case L2 rejects the offer, then Nodal Agency shall offer the new Project to next Eligible Bidder in that Group, based on their Financial Bid. Nodal Agency shall continue to do the same until they find a Successful Bidder. Nodal Agency shall have a choice to go beyond L5 in search of Successful Bidder, if required, but it is not an obligation.

Note:

- a) Similar type of Procurer means, if earlier procure is Central Government entity, than the new Procurer must be a Central Government entity;

SECTION V: TERMS AND CONDITION FOR SUBSIDY PAYMENT

5. PAYMENT TERMS:

The subsidy for each eligible Projects under each Project Group except Commercial and Industrial Project Group as provided in ANNEXURE-IV, shall be released in two parts:

- 5.1. Advance subsidy payment of fifty(50%) percent of the subsidy value for PPA Capacity of each Project under each Project Group as mentioned in ANNEXURE-IV within fifteen (15)Days from the signing of PPA for fourteen (14) Months, if Power Producer is willing to deposit Bank Guarantee in accordance with article 3.6.2 of the PPA.
- 5.2. Successful Bidder shall be required to submit BG (if Successful Bidder willing to take advance subsidy) fifteen (15) Days prior to advance subsidy requirement. Advance subsidy can be requested from Nodal Agency at any time before SCOD.
- 5.3. Subsidy payment of remaining subsidy value, within forty five (45)Days from the Completionof Project, with adjustment of Advance subsidy, if any. To get the disbursement of subsidy payment, Power Producer shall require to present:
 - Self - Certified copy of application submitted to power Distribution Company for connectivity of Project with grid;
 - Inspection Report along with duly signed completion certificate by Power Producer and Inspecting Authority based on the achievement of minimum CUF in accordance with clause 3.22.
 - Coloured photograph of SPV Array, PCU and sign board duly certified by Inspecting Authority;
 - A certificate from any licensee or contractor / supervisor certifying that the electrical internal/external electrical work carried out is in accordance with the norms of electrical safety standards;
 - After the subsidy is disbursed to the successful bidder against completion of thework as per Clause 7.0 of the Payment Terms, the grid interactive rooftop solar PVproject shall remain in the custody of the Power Procurer unless it is specificallyprovided for in the PPA.
- 5.4. In case any C-PBG, BG (if available) or Bid Security is utilized, partly or fully, towards recovery/ adjustment of LD/ penalty, the same shall be replenished to its original value and validity period within seven (7) Days of written communication on this behalf from Nodal Agency to Power Producer, failing which the Power Producer shall become ineligible for further work orders being given under this RFP.
- 5.5. Nodal Agency shall recover/ adjust LD/penalty from any subsidy payment due to the Power Producer. If recovery/ adjustment is not possible from payments due, the

same shall be done through C-PBG/BG against the work order/PPA concerned. Lastly, if recovery/ adjustment of LD/ penalty is not possible against payment due or C-PBG/BG concerned, it shall be done against any C-PBG/BG of the Power Producer with Nodal Agency with respect to any other work.

- 5.6. Though, the subsidy will be paid within 45 days of project completion, the sale of power by the power producer shall be permitted only after COD of the project is achieved.

accordance with clause 2.3.

Note

SECTION V: CHECKLIST

S.No.	Particular	Format No.	Copy Attached Yes / No
1	Covering Letter	1	Yes / No
2	Bid processing Fee (Non-Refundable)	-	Yes / No
3	Bid Security (In Bank Guarantee/FDR/DD)	4 (in case of Bank Guarantee)	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, on requisite value of stamp paper (Rs. 1000/-).	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	13	Yes / No
11.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	7	Yes / No
12.	RFP Document Sealed and Signed along with the corrigenda and addenda	-	Yes / No

	(If any)		
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SECTION VI: FINANCIAL BID FORMAT

Financial Bid Project Group – [XX]

(To be submitted only with due encryption)

Operational Year

Financial Bid for Project (INR/kWh)

1.

T1 = _____ [Quoted Tariff]

Note:

1. Quoted Tariff must be applicable for sale of Solar Power to Procurer from Initial Part Commissioning to the end of first Operational Year. Bidder to provide the Quoted Tariff up to 4 decimal places.
2. Quoted Tariff shall be escalated by 3% at the start of each Operational Year (second Operational Year onward) till the Expiry Date;
3. All measurement and calculation of tariff after escalation for each Operational Year shall be done up to four (4) decimal places, with the fifth digit of five (5) or above being rounded up and below five (5) being rounded down.
4. The above Quoted Tariff is inclusive of any applicable taxes. However, if any new change in tax/duty is effected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer.
5. Further, for clarification, PPA shall be signed for individual Projects under Project Group but Quoted Tariff shall remain the same for all Projects under Project Group. However, it shall be applicable in accordance with respective dates of part commissioning/ full COD, as the case may be.

SEAL AND SIGN

AUTHORIZED SIGNATORY

SECTION VII: FORMATS FOR SUBMITTING RFP

FORMAT 1

COVERING LETTER

(The covering letter should be on the Letter Head of the Bidder/ Lead Member of Consortium)

Ref.No. _____ **Date:** _____

From: Insert name and address of Bidder)

Tel.: _____ **Fax:** _____

E-mail address: _____

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 Selection of Bidders for Implementation of Roof Top Solar PV Projects aggregating to about ____ (in words) MWp under RESCO Model at various locations in the state of MP with RFP Specification No.....

Dear Sir,

We, the under

Testing and Commissioning Including Comprehensive Operation & Maintenance (for twenty five (25) Operational Years for Sale of Solar Power aggregating to about ____ (in words) MWp 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.*

Bid Security

We have enclosed Bid Security in form of DD/ FDR/ Bank Guarantee for each Project Group of amount as mentioned in this RFP, details of which are hereunder:

Project Group	Bid Security (INR Lakhs)	Participation* (Yes / No)	Bid Security Details

**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*

OR

We have enclosed a Bid Security in form of DD/ FDR/ Bank Guarantee (Bid Security Details) of cumulative amount required of Rs. _____, subject to clause 3.19 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 Madhya Pradesh Urja Vikas Nigam Limited 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 and Bid Security) 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 Madhya Pradesh Urja Vikas Nigam Limited.

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 _____ 2017

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	TIN No.	
12	CST	
13	GST No.	
14	PAN No.	
15	Service Tax (ST-2)	
16	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
17	Partnership deed or LLP/ Sole Proprietor registration (as applicable) enclosed	Yes/No

(Signature of Authorized Signatory)

With Stamp

FORMAT 3
SHAREHOLDING CERTIFICATE

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

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT 4

FORMAT FOR BANK GUARANTEE FOR BID SECURITY

(To be on non-judicial stamp paper of INR 1000/-)

Ref. _____

Bank Guarantee

No. _____

Date: _____

In consideration of the [Insert name of the Bidder] (hereinafter referred to as Bidder) submitting the response to Request for Proposal (RFP) for Selection of Power Producer for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about ____ (in words) MWp under RESCO Model at various locations in the state of MP in response to the RFP No. 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 Bidder] 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 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 [Insert amount] only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with this RFP] 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 (Rupees _____ only). Our Guarantee shall remain in force until [insert date of Bid Validity Period in accordance with this RFP]. Only Nodal Agency shall be entitled to impose penalty equivalent to this Guarantee till _____ [Insert date which is 30 Days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that only the Nodal Agency shall have a right to impose penalty equivalent to 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 Bidder] and/or any other

person. 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 Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (Rupees _____ only) and it shall remain in force until *[Date to be inserted on the basis of this RFP]* with an additional claim period of thirty (30) Days thereafter. 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.

Power of Attorney No.

For [Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

FORMAT 5

**FORMAT FOR CONSTRUCTION PERFORMANCE BANK GUARANTEE
(To be on non-judicial stamp paper of Minimum Rs. 1000/-)**

In consideration of the *[Insert name of the Bidder]* (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about _____ MWp 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 Power Producer]* (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Power Producer and issuing LICA No. _____ to *(Insert Name of Power Producer)* 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 Power Producer / 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 Power Producer]*. 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 Power Producer / Project Company, to make any claim against or any demand on the Power Producer or to give any notice to the Power Producer / 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 Power Producer / 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 C-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 on non-judicial stamp paper of Minimum Rs. 1000/-)

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 Selection of Bidders for Implementation of Roof Top Solar PV Projects aggregating to about ____ (in words) kWp 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 executants 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 of Bidder/ Lead Member/ Member of Consortium)

To,

Madhya Pradesh Urja Vikas Nigam Limited

Bhopal

Dear Sir,

Sub: Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about ____ (in words) MWp 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 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 authorised signatory.

Name of Entity being evaluated	Financial Year	Financial Criteria (fill as applicable) to be met as per Table 1 (Clause 3.9.2)
		Networth (INR Lakh)

Note:

The bidders shall declare in undertaking (Format-11) 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:_____

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 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) Selection of Bidders for Implementation of ___(in words) MWp 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:

me of Company/ LLP/ Partnership Firm/ Sole Proprietor	me of the Affiliate	tails of Equity Holding of

OR

b) In case of Bidder being Consortium

me of Member of Consortium	me of the Affiliate	tails of Equity Holding

Yours Faithfully

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

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

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 Selection of Bidders for Implementation of ____ (in words) MWp 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 at Annexure of the RFP.

We confirm 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.

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

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 in full or in part at any stage, as specified in the RFP, we shall submit the Performance Guarantee and Bid Security not submitted by (Insert name of the Bidder)".

We also undertake that we shall maintain our ownership in M/s_____ (insert name of bidder) at minimum 26% for period of one (1)Year from COD, subject to provisions of Clause 3.3b). **(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.

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

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

WITNESS

(Signature)

Name_____

Designation_____

(Signature)

Name_____

Designation_____

FORMAT 11

FORMAT FOR AGREEMENT

(To be submitted on non-judicial stamp paper of INR 1000/-)

This agreement is signed on this ---- (day)----- of ----(month)---- of ----(year)----- at Bhopal between M/s----- (here-in-after called as “Party No 1”), and Madhya Pradesh Urja Vikas Nigam Ltd., Bhopal (here-in-after called as “Party No.2”), on the following terms and conditions:

That, the “Party No.1” has agreed to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No: Dated:issued by “Party No.2”.

That, the “Party No.1” has also agreed to execute work of 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 as per scope of work, specifications and all terms and conditions mentioned in RFP No: Dated: issued by “Party No.2”, on the rates already accepted / agreed upon as mentioned in the annexed “Financial Bid” sheet, on standardized rates.

That, the rates shown in the Financial Bid sheet(s) enclosed are valid up to ____ - ____ -20__.

That, all terms and conditions, scope of work and specifications mentioned in RFP No: Dated: issued by “Party No.2”, which have been agreed upon and also the condition(s) contained in the correspondence(s) made in this matter will also form part of this Agreement.

That all the terms and conditions of the Agreement for twenty five (25) Operational Years Comprehensive O&M shall form part of this agreement.

That, in the event of any dispute or difference whatsoever arising under this Agreement, the same shall be referred to arbitrator which shall be as per the provisions of the Indian Arbitration Act, 1996 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. In this case, the arbitrator shall be Principal Secretary, New and Renewable Energy Department, Govt. of Madhya Pradesh / Managing Director, M.P. Urja Vikas Nigam Ltd., Bhopal.

The agreement will be valid up to ____ - ____ -20__. The validity period may be extended further with the Mutual Consent on unchanged Terms & Condition(s), Specification(s) and Rate(s) up to one Year.

For, the matter(s) of any dispute between the “Party No.1” and “Party No.2” shall be subjected to Bhopal jurisdiction.

That, this agreement executed between the parties who affix their signatures at Bhopal, in witness whereof the parties hereto have signed the agreement:

Witnesses;

Party No.1

1.

Party No.2

2.

FORMAT 12

FORMAT FOR CONSORTIUM AGREEMENT

**Joint Bidding/ Consortium Agreement Format for Participation in
“Request for Proposal (RFP)**

For

Selection of Bidder

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

(To be executed on Stamp Paper of INR 1000/-)

THIS JOINT BIDDING AGREEMENT is entered into on this ____ day of _____ 2017.

BETWEEN

{ _____, party on **First Part** of consortium} and having its registered 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) The above mentioned parties of the First and Second 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 “Selection of Bidders 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 Bidders for the same.

ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance

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

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 to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP

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shall be borne by the First Part.

- e) Second 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 and Second 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 (At least 50%)
Member	

3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the date of 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)

(Signature)

(Name & Designation)

(Name & Designation)

(Address)

(Address)

In Presence of :

In Presence of :

Witness -1

Witness -1

Witness -2

Witness -2

FORMAT 13

DECLARATION

(Required to be submitted by the Bidder on Original Letter Head 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 action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

FORMAT 14

FORMAT FOR BANK GUARANTEE (BG) FOR ADVANCE SUBSIDY

(To be on non-judicial stamp paper of Minimum Rs. 1000/-)

In consideration of the *[Insert name of the Bidder]* (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about _____ MWp under RESCO Model for Sale of Solar Power 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 Power Producer]* (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Power Producer and issuing LICA No. ____ to *(Insert Name of Power Producer)* 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 Power Producer / 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 Power Producer]*. 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.

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

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 Power Producer / Project Company, to make any claim against or any demand on the Power Producer or to give any notice to the Power Producer / 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 Power Producer / 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_____

ANNEXURE-I

ANNEXURE-II

1. Commercial and Industrial Project Group eligibility criteria:

- 1.1. Under Project Mode: Minimum project capacity to be submitted shall be at least 100 kWp and no max ceiling.
- 1.2. Under Program Mode: Minimum aggregate projects capacity to be submitted shall be at least 1 MWp and no max ceiling.
- 1.3. Sole Proprietorship Firm, Partnership Firm including LLP and Company/SPV/NBFC.
- 1.4. Bidder should possess at least one (1) Years' experience in power sector.

2. Loan Amount and type of facility available:

- 2.1. Term Loan is available for up to 70% - 75% of the Project Cost only and subject to project specifications.
- 2.2. For projects upto 1 MW capacity per borrower, term loan will be available upto 80% of project cost.
- 2.3. World Bank may provide need based working capital against receivables.
- 2.4. Need based NFB (LC/BG) facility.

3. Loan Repayment Period:

- 3.1. Door to Door tenor of Max 15 Years (comprising construction, moratorium and repayment period).
Or
Loan tenor may be allowed upto 80% of the tenor of PPA/lease agreement, whichever is lower.
- 3.2. For projects upto 1 MW capacity per borrower, repayment period would be Door to door tenor up to ten years or 80% of tenor of PPA, whichever is lower.
- 3.3. Moratorium Period can be given upto 12 months from COD, within the overall Door to Door tenor of 15 years. However, for project upto 1 MW capacity, moratorium would be upto six months from DCCO.

4. Borrower's Guarantee:

- 4.1. In case of Sole Proprietorship / Partnership Firm / Company, personal guarantee of Proprietor / partners / directors to be obtained.
- 4.2. In case of Special Purpose Vehicle (SPVs) / Associates / Subsidiaries, Corporate Guarantee of sponsor may be explored.

5. Rate of Interest:

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5.1. Interest rate proposed for the Projects depends on the risk rating of Successful Bidder with one year re-set as mentioned in below table.

Risk rating of Borrower	Proposed Interest Rate (Linked to current 1 Y-MCLR) with one year re-set.
SB1 to SB3 or ECR AAA	Current MCLR + 20 bps (spread)
SB4 or ECR AA+	Current MCLR + 25 bps (spread)
SB5 or ECR AA	Current MCLR + 30 bps (spread)
SB6 or ECR AA-	Current MCLR + 35 bps (spread)
SB7 or ECR BBB+	Current MCLR + 40 bps (spread)
SB8 or ECR BBB	Current MCLR + 45 bps (spread)
SB9 to SB10 or ECR BBB-	Current MCLR + 50 bps (spread)
CRA below hurdle rate or ECR with BB(-) : acceptable only for existing connections with the bank	Current MCLR + 90 bps (spread)

6. Insurance:

6.1. Project asset charged to the Bank shall be insured comprehensively against the appropriate risks, including force majeure events both during and after the construction period, till the term of loan is outstanding with the suitable bank clause incorporated.

6.2. An open/comprehensive workmen insurance policy is also to be obtained for the workers engaged for installation as well as O & M at the Project site. Also, third party insurance to cover any damage to third party/public due to collapse/fire/accidents etc.

7. Compliance of Environmental, Health, Safety and Social (EHSS) Impacts, Pre-setup clearance/approvals and statutory Clearances and PPA:

7.1. Compliance of EHSS guidelines prescribed in 'Operation Manual', on the subject, is to be ensured.

7.2. Pre-set up clearance/approval from State Agency/State Electricity Board/ Discom, as the case may be, to be in place.

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7.3. The required Project PPA/clearances/ approvals (as applicable) should be in place, before disbursement of 1st tranche for each individual loans under the overall sanctioned credit facility.

Note: All the above information are crucial for Commercial and Integration (C &I) Project Group and above information has to be considered as additional information.

ANNEXURE-III: Revised PPA is uploaded separately.

ANNEXURE-IV: List of RESCO Sites

Project Group	Type of Institution	Estimated Capacity (kWp)
A	Medical College	7400
B	Central Government Undertaking	1200