

## Madhya Pradesh Urja Vikas Nigam Limited

(A Govt. of MP Undertaking- ISO 9001:2008 Certified)

invites

Request for Selection (RFS)

for

Providing loan for installation of off - grid solar pumps under PM-Krishak Mitra Surya Yojna of Government of Madhya Pradesh

RFS no. F/UVN/2024-25/SLP/02-85/940

Date: 08.05.2025

#### Issued by:

Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL) Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016 Telephone No.: +91-755-2575670, 2556566 Fax No: 91-755-2553122 This page is intentionally left blank

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## Disclaimer

- 1. Though adequate care has been taken while preparing the Request for Selection (RFS) document (inclusive of Formats and Annexures), the Proponent shall satisfy themselves that the documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Proponent on or before pre-Proposal meeting date, it shall be considered that the RFS document is complete in all respects and has been received by the Proponent. Proponent shall be responsible to read all clauses in conjunction and harmony.
- 2. MPUVNL reserves right to modify, amend or supplement RFS documents including all formats and annexure at any time before Proposal submission deadline. Interested Proponents are advised to follow and keep track of MPUVNL's website for updated information. MPUVNL is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print or electronic media or individually. MPUVNL shall not be responsible and accountable for any consequences to any party, whatsoever.
- 3. While this RFS and associated process is carried out in good faith and adequate reasonableness, neither MPUVNL nor their employees or advisors or consultants 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, procedural inadequacy or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFS, even if any loss or damage is caused by any act or omission on their part.

## **Notice Inviting RFS**



#### Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016 Telephone No.: +91-755-2575670, 2556566, 2767270; Website: http://www.mprenewable.nic.in, Email: Kamlesh.gehlot@mp.gov.in

#### RFS no. F/UVN/2024-25/SLP/02-85/940

Date: 08.05.2025

#### Notice Inviting Request for Selection (RFS)

Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL) invites bids from interested scheduled commercial banks, including regional rural banks, for providing loan under PM-Krishak Mitra Surya Yojna, Government of Madhya Pradesh.

Bid documents which include eligibility criteria, various condition of agreements, formats etc. can be viewed from website of MPUVNL (http://www.mprenewable.nic.in) website. The RFS document will be available from 09.05.2025.

(Vandana Chatterjee) Executive Engineer

## **RFS Information sheet**

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/JOB	Selection of scheduled commercial banks, including regional rural banks, to provide loan for installation of off-grid solar pumps under PM-Krishak Mitra Surya Yojna of Government of Madhya Pradesh.		
(B)	RFS NO. & DATE	RFS No. F/UVN/2024-25/SLP/02-85/940 Date: 08.05.2025		
(C)	TYPE OF BIDDING SYSTEM	Two envelop BID System		
(D)	TYPE OF RFS/ TENDER	Offline Tender		
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RFS Document		
(F)	PRE-BID MEETING	Physical mode Date: Refer Key dates and schedule Time: Refer Key dates and schedule Bidder must mandatorily submit pre-bid queries (if any) to following E Mail: kamlesh.gehlot@mp.gov.in		
(G)	BID- SUBMISSION DEADLINE	As per RFS and information in MPUVNL's website (URL https://www.mprenewable.nic.in/)		
(H)	TECHNO- COMMERCIAL BID OPENING	As per information on MPUVNL's website (URL <u>https://www.mprenewable.nic.in/</u> )		
(I)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS	I/c Project KUSUM-B, Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL) Urja Bhawan, Shivaji Nagar, Link Road No. 2, 5 No. Stop, Bhopal (M.P.)–462016 Telephone No.: +91-755-2575670, 2556566 Mail- kamlesh.gehlot@mp.gov.in		

## **Key Dates and Schedule of Tender**

Unless modified through appropriate corrigendum or otherwise, bidders are advised to adhere to following dates and schedule. Also, bidders are advised to keep following website of MPUVNL (www.mprenewable.nic.in) for any changes in key dates.

Sl. no.	Tender stage	Date	Time (Hrs.)
1.	Last date of submission of comments/ clarifications on RFS	15.05.2025	18:00
2.	Bid submission start date	20.05.2025	18:00
3.	Bid submission end date	02.06.2025	18:00
4.	Technical bid opening date	03.06.2025	11:00
5.	Financial bid opening date	06.06.2025	15:00

## **Section-1: Introduction**

#### 1.1 Background

Madhya Pradesh Urja Vikas Nigam Limited (hereinafter called "MPUVNL") is the State Nodal Agency under Ministry of New and Renewable Energy, Government of India (MNRE). One of the main objectives of the agency is to function as the implementing and facilitating arm for identifying renewable energy sources, and for development, promotion and commercialization of solar energy technologies in the state.

MPUVNL is the nodal agency for installation of Solar Pumps under PM-Krishak Mitra Surya Yojna ("scheme") in the state. Under this scheme, solar pumps would be installed in the fields of individual farmers. The scheme intends to target all eligible farmers of the state.

Currently a project for installation of 52,000 pumps is under execution at the state level for which MPUVNL has empanelled the vendors for installation of solar pumps. Vendors would provide complete system, warranty, and its repair & maintenance for 5 Years. Installations would be done as per guidelines of MNRE and specifications and applicable BIS standards mentioned thereunder.

#### 1.2 Target Beneficiary

In the first phase of the scheme, farmers with temporary electricity connections or unelectrified farmers would be given the benefit of solar pumps.

#### 1.3 Interpretations

- a) Words comprising the singular shall include the plural & vice versa.
- b) An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- c) A time of day shall be same as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- d) 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 to give effect to each part.
- e) The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

f) MD of MPUVNL will have authority to take appropriate decision in line with guidelines or directions of Government of Madhya Pradesh (GoMP) from time to time in matters pertaining to implementation of scheme.

## **Section-2 Standard Conditions of Contract**

#### 2.1 Invitation for Bids

- a) A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RFS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of the RFS.
- b) All required documents as per RFS including price bid is to be submitted offline at MPUVNL.
- c) Interested bidders may obtain further information regarding this Bid from www.mprenewable.nic.in.
- d) MPUVNL in no case shall be responsible for any issues related to timely or properly submission of the bid in accordance with the relevant provisions of the Bidding Documents.
- e) Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned in the Bid Information Sheet and Corrigendum (if any).
- f) Bidder shall submit its proposal complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in presence of authorized representatives of bidders who wish to be present. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.
- g) RFS documents which include Eligibility Criteria, various Conditions of Contract, and Formats etc. can be downloaded from the MPUVNL's Website www.mprenewable.nic.in. Any amendment(s) / corrigendum(s) / clarification(s) with respect to this RFS shall be uploaded on www.mprenewable.nic.in. The Bidder should regularly check for any Amendment(s) / Corrigendum(s) / Clarification(s) on the above-mentioned website.
- h) MPUVNL reserves the right to cancel/withdraw/defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

#### 2.2 Instructions to Bidders for Structuring of Bid Proposals in Response to RFS

The bidder shall submit single response to RFS. Detailed Instructions to be followed by the bidders for submission of response to RFS are as provided in RFS.

Submission of bid proposals by Bidders in response to RFS shall be as below:

- i. Covering Letter and acceptance of terms and condition (clause 3.6) as per Format 6.1.
- ii. Declaration as per Format 6.2.
- iii. Loan Application Format.
- iv. Loan Agreement Format.

#### 2.3 Important Notes and Instructions to Bidders

- a) This is a no deviation bid; bidder shall note that no deviation in terms and condition, change in RoI during loan tenure shall be acceptable.
- b) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- c) Response submitted by the Bidder shall become the property of the MPUVNL and MPUVNL shall have no obligation to return the same to the Bidder.
- d) All documents of the response to RFS (including RFS and subsequent Amendments/ Clarifications/Addenda) submitted must be signed by the person authorized by the bidder.
- e) No change or supplemental information to a response to RFS will be accepted after the scheduled date and time of submission of response to RFS. However, MPUVNL reserves the right to seek additional information from the Bidders, if found necessary, during evaluation of the response to RFS. Such information shall be considered as a part of the response to RFS.
- f) All the information should be submitted in English language only.
- g) Bidders shall mention the name of the contact person and complete address and contact details including email address in their covering letter. In case of any changes in above, formal prior intimation to MPUVNL shall be ensured by bidders.
- h) Response to RFS that are incomplete, which do not substantially meet the requirements prescribed in this RFS, will be liable for rejection by MPUVNL.
- i) Response to RFS not submitted in the specified formats will be liable for

rejection by MPUVNL.

j) Only Bhopal Courts shall have exclusive jurisdiction in all matters pertaining to this RFS.

#### 2.4 Non-Responsive Bid

The response to RFS submitted by the bidder along with the documents submitted to MPUVNL shall be scrutinized to establish "Responsiveness of the bid." Each bidder's response to RFS shall be checked for compliance with the submission requirements set forth in this RFS.

Any of the following conditions shall cause the Bid to be "non-responsive":

- a. Response to RFS not received by the due date and time of bid submission.
- b. Any indication of price in any part of response to the RFS, other than in the financial bid.
- c. In case it is found that the bidder has submitted more than one response to this RFS, then all these bids submitted shall be treated as non-responsive and rejected.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

It is clarified that both a Regional Rural Bank and its Sponsor Bank(s) can independently bid under this RFS.

#### 2.5 Method of Submission of Response to RFS by the Bidder

The bidder must mandatorily submit a copy of all necessary formats/ documents/certificates as relevant and desired under this RFS.

#### I. Technical Bid (First Envelope)

The Bidder shall submit technical bid containing copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- a. Formats 6.1, & 6.2.
- b. Other documents as elaborated above in clause 2.2.

#### II. Financial Bid (Second Envelope)

- a) Bidders shall submit the single Financial Bid as per price bid Format 6.3 of the RFS.
- b) Bidding Parameter:

i. The bidder has to quote a discount rate of interest (RoI) on the prevalent cap of ROI under Agriculture Infrastructure Fund (AIF).

#### Example:

Prevalent Capping of RoI under AIF – 9% Discount rate of interest (RoI) offered by Bidder – 2% In the price bid, bidder needs to quote - 2% Effective RoI in above scenario exclusive of AIF Interest Subvention would be (9% - 2%) = 7%.

In case Prevalent Capping of RoI under AIF changes to 8.5%, the Effective RoI would be (8.5% - 2%) = 6.5%.

In case Prevalent Capping of RoI under AIF changes to 9.5%, the Effective RoI would be (9.5% - 2%) = 7.5%.

ii. The effective RoI shall remain firm and fixed for the loan tenure (7 Years) and shall be binding on the selected bidder. No escalation on the RoI will be granted for any reason whatsoever.

## 2.6 Validity of the Response to RFS

The Bidder shall submit the response to RFS which shall remain valid up to six months from the last date of bid submission ("Bid Validity"). MPUVNL reserves the right to reject any response to RFS which does not meet the aforementioned validity requirement.

#### 2.7 Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RFS and participation in discussions and attending pre-bid meeting(s) etc. MPUVNL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

#### 2.8 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

Clarifications/ Doubts, if any, on RFS document may be emailed. MPUVNL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the RFS. A compiled list of such questionnaire and MPUVNL's response will be uploaded in www.mprenewable.gov.in If necessary, amendments, clarifications, elaborations shall be issued by MPUVNL which will be notified on above web site. No separate reply/intimation will be given for the above, elsewhere.

Enquiries/ Clarifications up to pre-bid meeting may be sought by the Bidder from

#### following point of contacts in MPUVNL.

Name of the Authorized Person of MPUVNL:	<u>Contact Details:</u>
Ms Vandana Chatterjee	Email: vandana.chatterjee@mp.gov.in Mobile: 9425020851
Shri Kamlesh Gehlot	Email: kamlesh.gehlot@mp.gov.in Mobile: 9179185394

#### 2.9 Right of MPUVNL to Reject a Bid

MPUVNL reserves the right to reject any or all the responses to RFS or cancel the RFS or annul the bidding process at any stage without assigning any reasons whatsoever and without thereby any liability.

#### 2.10 Dispute resolution

#### **Amicable settlement**

MPUVNL and concerned Bidder(s) shall preferably endeavour to settle any issues amicably, where decision of Managing Director, MPUVNL shall be final and binding. In case amicable settlement is not arrived at, the matter shall be referred to arbitration.

#### Arbitration

Arbitration shall be carried out as per Arbitration Act, 1996 and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The Courts of Bhopal shall have exclusive jurisdiction in all matters arising under the contract.

## **Section-3 Special Conditions of the Contract**

#### 3.1 Financing Mechanism Under the Scheme

Solar Pump Capacity (HP)	Central Financial Assistance from MNRE (%)	Farmer's Loan Component (%)	Farmer's Margin Money (%)
	А	В	С
< = 3 HP	30% of Minimum of (Benchmark cost or Tender cost)	Total cost Except A & C	5% of Tender Cost
> 3 HP up to 7.5 H P	30% of Minimum of (Benchmark cost or Tender cost)	Total cost Except A & C	10% of Tender Cost
> 7.5 HP	Capped at CFA applicable for 7.5 HP Pump	Total cost Except A & C	10% of Tender Cost

## 3.2 Category wise estimated Financing of Solar Pumps

Submersible	Total Cost	Central	Farmer's	Farmer's loan
Solar Pump	Including GST	financial	margin	component
	(Rs.)	assistance	money (Rs.)	
		from MNRE		
		(Rs.)		
1 HP	1,48,065.00	35,532.00	6,856.00	1,05,677.00
2 HP	1,68,038.00	43,739.00	7,787.00	1,16,512.00
3 HP	2,26,014.00	57,157.00	10,484.00	1,58,373.00
5 HP	3,26,034.00	88,050.00	30,289.00	2,07,695.00
7.5 HP	4,46,858.00	1,19,342.00	41,537.00	2,85,979.00
10 HP	6,25,303.00	1,19,342.00	58,124.00	4,47,837.00

#### 3.3 Objective of the RFS

This RFS has been floated to identify and empanel scheduled commercial banks, including regional rural banks, for providing loan to farmers under the scheme as per above clause 3.1. As per state cabinet's decision no.16, dated 24.01.2025, the entire responsibility of repayment of farmer loan would be of GoMP. Further, GoMP Guarantee is proposed on the loans provided under this scheme.

#### 3.4 Process for Loan Disbursement

- i. Applications for installation of solar pumps would be received from farmers through integrated online portal (portal).
- ii. During the application process, the farmers would be shown the list of bank(s) empanelled with MPUVNL (Empanelment process as described elsewhere in the RFS). In case two or more banks are empanelled, the farmers would select the bank of his wish and the loan processing (loan form/agreement) would be completed online through the portal.
- iii. Under this scheme, the loan process will have to be completed by overriding the CIBIL score requirement by the bank, as the repayment is being done by GoMP.
- iv. Provision of OTP based loan application, processing, agreement signing, sanction and disbursal for the farmers is to be provided.
- v. It is envisaged that farmers would not visit bank branches for their loan processing and approval. Loan application, processing, agreement signing, sanction and disbursal would be completed online through portal. The Digital Lending Platform (DLP) of the bank will have to be integrated with such portal as finalised for the purposes of execution of this project. This integration is to be done within 1 months from the date of award.
- vi. The amount of farmer's share (margin money) will be deposited in the account of MPUVNL through the portal.
- vii. The desired stamp duty for the loan agreement will be payable by the farmer. MPUVNL would deduct the stamp duty from the amount deposited by the farmer and electronically pay the same to the bank.
- viii. Banks would receive information regarding beneficiary, category of pump and receipt of margin money at MPUVNL through the portal. The loan would be processed and sanctioned to the farmer based on above said information.
- ix. The loan amount would be disbursed to MPUVNL. The loan would be disbursed at the time that MPUVNL requests for the same. This request will be routed through the integrated portal and will be linked to pump installation milestones.
- x. Till the time the integrated online portal is developed, MPUVN would receive applications through their existing portal.

#### 3.5 Process for Loan Repayment

- i. The bidder which is declared as L1 would be the nodal bank under the scheme. In case two or more banks have quoted the same RoI and are L1, the banks becoming L1 (L1-Banks) would have the opportunity to express willingness to become the nodal bank.
- ii. In case more than one L1-Bank or none of the L1-Bank expresses willingness, the L1-Bank with higher net worth would be selected as the nodal bank.
- iii. A separate account will be opened for the scheme by MPUVNL in the selected nodal bank.
- iv. In case two or more banks are empanelled under the scheme and have provided loan to the farmers, banks would share their EMI information with the nodal bank. The nodal bank will collect and consolidate this information.
- v. The monthly EMI requirement would be assessed from the integrated portal and the EMI amount would be deposited directly to the scheme specific account opened in the nodal bank.
- vi. Till the time the integrated online portal is developed, based on above consolidated information, nodal bank would forward the monthly bill (claim bill) to MPUVNL.
- vii. Based on the claim bill, MPUVNL will draw the budget received from the GoMP under the scheme through New and Renewable Energy Department.
   MPUVNL will deposit this amount in scheme specific account opened in the nodal bank.
- viii. Based on advance approval of MPUVNL by the nodal bank, payment will be made to various banks by the nodal bank based on requisition received from them (If Applicable).

The banks would have to ensure benefit of Agriculture Infrastructure Fund (AIF) under the scheme.

S.No.	Particulars		Details
1	Loan	application,	OTP based through integrated portal. No
	processing,	agreement	physical presence of farmer shall be

#### 3.6 Terms & Condition for Loan Sanction & Disbursement

	signing, sanction and	required at bank branches. Loan
	disbursal	agreement shall be signed digitally
		between farmer and bank.
		Integration of above portal with DLP of
		Bank would be the responsibility of
		concerned bank.
		Loan disbursement shall be in the
		account of MPUVNL as per its request.
2	CIBIL Score and	Not Required for Farmers under this
	Satisfactory CIBIL Report	Scheme.
	Requirement	
3	Stamp Duty	MPUVNL electronically pays to the Bank.
4	Margin Money from	It will be deposited in MPUVNL's account
	Farmer	with Nodal Bank.
5	Scheduled Timelines of	7 Business Days
	Loan Sanctioning	
6	Scheduled Timelines of	within 2 Business days after the demand
	Loan Disbursement	is received from MPUVNL
7	Loan Tenure	7 Years
8	Interest Subvention under	It will be the responsibility of banks to
	AIF	follow up the Interest Subvention cases
		under AIF with the concerned Ministry/
		Department.
		Interest Subvention amount as received
		from GOI shall be credited to loan account
		of beneficiaries. Accordingly, banks shall
		readjust the EMI amount, keeping Loan
		tenure as 7 years.
9	Processing /	Nil
	Documentation charges	
10	Moratorium	Nil

## 3.7 MPUVNL's Responsibility

- i. Selection of Farmers under the Scheme as per guidelines of MNRE and directions of GoMP.
- ii. Selection of Vendors for installation of Solar Pumps. It is clarified that insurance of solar pumps for 5 years has been kept in the scope of Vendors.

- iii. Development of Integrated Portal for selection of Farmers, receipt of margin, project monitoring, etc.
- iv. Collection & payment of Stamp Duty.
- v. Monthly Repayment of EMI on behalf of GoMP.
- vi. Certification, if required, for End Use of funds.

## **Section-4 Qualification Requirement & Bid Evaluation**

#### 4.1 Eligibility Criteria

Bidders participating in the RFS shall be a scheduled Commercial Bank as notified by Reserve Bank of India (RBI) or a regional rural bank as notified by RBI. The bidders participating in this RFS shall have at least 1 (One) branch in the districts mentioned in Annexure – 1.

The Bidder should not be under any liquidation, court receivership or similar proceedings on due date of submission of bid.

#### 4.2 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RFS.

#### Techno-Commercial Evaluation of Bidders (Step 1)

- a) Bid opening and evaluation will be done only after the deadline as per key dates mentioned in RFS. In case of the above deadline being a holiday, the bids will be opened on the next working day.
- b) The response to RFS submitted by the Bidder shall be scrutinized to establish Techno- Commercial eligibility as per the RFS.
- c) MPUVNL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. Bidders shall be required to respond to any clarifications/additional documents sought by MPUVNL within 07 (seven) days from the date of such intimation from MPUVNL. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. MPUVNL shall not be responsible for rejection of any bid on account of the above. Such information shall be considered as a part of the response to RFS.

#### Financial Bid Evaluation (Step 2)

a) In this step, evaluations of Techno-Commercially Qualified Bids shall be done based on the discount RoI, quoted by the as per price bid format 6.3 to the RFS.

- b) Financial Bid of only those bidders shall be opened whose technical bids are found to be qualified as per the RFS.
- c) The discount RoI has to be quoted in percentage terms up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g., if the quoted RoI is 3.0165%, then it shall be considered as 3.01%).
- d) Based on the discount RoI quoted by the bidders, MPUVNL shall arrange the effective RoI (*i.e 9% discount RoI quoted by the bidder*) in the ascending order, i.e., L1, L2, L3, etc. (L1 being the lowest quote).

#### 4.3 Selection of Selected Bidders

Bidder having the lowest effective RoI (L1) would be declared as the selected bidder and will be empanelled under this RFS. In case two or more bidders have the same effective ROI and are L1, all bidders having the effective L1 RoI, would be declared as selected bidders and will be empanelled under this RFS.

The list of empanelled bidder(s) would be displayed on the portal. In case two or more bidders are empanelled, the farmers would be free to choose any of the empanelled bidder as their loan processing bank.

In case empanelled bidder (s) is/ are not able to sanction / disburse loans as per scheduled timelines or not able to integrate DLP with portal or due to inordinate delay/default which is creating hindrance in smooth implementation of the scheme , MPUVNL reserves the right to request the L2 bank and thereafter the L3 bank and so forth to match L1 and would be subsequently empanelled under this RFS.

Further, in case two or more bidders are empanelled, and one of the empanelled bidders is not able to sanction / disburse loans as per scheduled timelines, MPUVNL reserves the right to shift the part/full quantity to another empanelled bidder.

#### 4.4 Validity of discovered prices for each category

The effective RoI discovered under this tender will remain valid for 15 months from the date of opening the price bids, which will be announced by MPUVNL. Within this 15-month period, empanelled bidders would have no right of refusal for sanctioning and disbursal of loans. This validity may further be extended by MPUVNL on the same terms and conditions, if mutually agreed, for six months at a time, subject to maximum two such extensions.

#### 4.5 Recommendation and Agreement

At the end of the selection process, MPUVNL will issue the announcement of RoI discovered and empanelment of bidders will be done after submission of signed agreement copy.

## **Section-5 Definitions**

#### 5.1 Definitions of Terms

Following terms used in the documents will carry the meaning and interpretations as described below:

- a) "BID" or "PROPOSAL" shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RFS issued by MPUVNL.
- b) "BIDDER" or "BANK" shall mean scheduled commercial bank, including regional rural banks, submitting the Bid.
- c) "Benchmark Cost" means rate of solar pumps as declared by MNRE.
- d) "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.
- e) "RFS" or "RFS DOCUMENT" or "BIDDING DOCUMENT(S)" or "TENDER DOCUMENTS" shall mean this "Request for Selection" document issued by MPUVNL along with subsequent clarifications and amendments thereof.
- f) "Tender Cost" means cost of solar pumps as per rate discovered in tender.
- g) "Total Cost" means sum of tender cost, MPUVNL's service charge, loan processing charges, stamp duty, NESL charges and any other charges as intimated by banks for loan processing.
- h) "MPUVNL" shall mean Madhya Pradesh Urja Vikas Nigam Limited.

# FORMATS

## **SECTION 6. SAMPLE FORMS & FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of the RFS.

#### Format 6.1: Covering letter

#### **COVERING LETTER**

<u>(T</u>	ne Covering Let	tter should be sub	omitted on the Letter He	ead of the
		<u>Bidder)</u>		
Ref. N	lo			Date:
From	:	_(Insert name and	l address of Bidder)	
		-		
Tel.#	:			
Fax#	:			
E-ma	il address#			
То				
The l	Managing Dire	ctor,		
Niga	nya Pradesh U m Ltd Shivaji N Link Rd 2 Bho	lagar, 5 No		
Sub:	Response to RFS No dated for providing loan to individual farmer for installation of off - grid solar pumps under PM-Krishak Mitra Surya Yojna of Government of Madhya Pradesh			
Dear	Sir/ Madam,			
in de	0	2		examined and understood cular, hereby submit our
to RF		-	esaid RFS, we have not so S, directly or indirectly,	-
1.	We give our ι	inconditional acce	eptance to the RfS, dated	[Insert date

*in dd/mm/yyyy*], issued by MPUVNL.

- *2.* We have submitted our response to RfS strictly without any deviations, conditions and without mentioning any assumptions or notes.
- 3. Acceptance: -

We hereby unconditionally and irrevocably agree and accept that the terms and condition as laid down by MPUVNL in clause 3.6 shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process and clause 3.6 in particular.

We also unconditionally and irrevocably agree and accept that the decision made by MPUVNL in respect of any matter regarding or arising out of the RFS shall be binding on us.

4. 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 response to RFS, in the event of our selection as Selected Bank.

- 5. We are submitting our response to the RFS with formats duly signed as desired by you in the RFS for your consideration.
- 6. It is confirmed that our response to the RFS is consistent with all the requirements of submission as stated in the RFS, including all clarifications and amendments and subsequent communications from MPUVNL
- 7. The information submitted in our response to the RFS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RFS.
- 8. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_

(*Insert date in dd/mm/yyyy*) for acceptance [i.e., a period up to the date as on 6 months from the last date of submission of response to RfS].

#### 9. Contact Person

Details of the representative to be contacted by MPUVNL are furnished as under:

Name	:	
Designation	:	
Bank Name	:	

Address	:	
Phone Nos.	:	
Mobile Nos.	:	
Fax Nos.	:	
E-mail addre	SS:	

10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Selected Bank, we agree that the same would be treated as our event of default.

Dated the\_\_\_\_\_day of\_\_\_\_\_, 20.... Thanking you,

we remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person

#### Format 6.2: Declaration

#### **Self Declaration**

# (The self declaration should be submitted on the Letter Head of the Bidder)

Ref. No.\_\_\_\_\_

Date:-----

From: \_\_\_\_\_(Insert name and address of Bidder)

Tel.#:

Fax#:

E-mail address#

То

The Managing Director,

Madhya Pradesh Urja Vikas Nigam Ltd Shivaji Nagar, 5 No Stop, Link Rd 2 Bhopal 462016

Sub: Response to RFS No. ..... dated ..... for providing loan to individual farmers for installation of off - grid solar pumps under PM-Krishak Mitra Surya Yojna of Government of Madhya Pradesh

Dear Sir/ Madam,

Dated the \_\_\_ day of, 20.... Thanking you, we remain, Yours faithfully, Name, Designation, Seal and Signature of Authorized Person

#### Format 6.3: Price bid

#### FORMAT FOR SUBMISSION OF PRICE BID

Name of the Bidder	Discount Rate of Interest up to two places of decimal only (In %)

#### Format 6.4: Contract agreement

#### DRAFT OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_. BETWEEN

(1) Madhya Pradesh Urja Vikas Nigam Ltd., (M.P.) having its registered office at Urja Bhawan, Link No.02, Shivaji Nagar, Bhopal 462016 (hereinafter called "MPUVNL"),

(2) \_\_\_\_\_\_, a body constituted under the \_\_\_\_\_\_ and having its registered office at \_\_\_\_\_\_(hereinafter called "Bank").

WHEREAS the MPUVNL desire to engage the bank for providing loan to individual farmers for installation of off - grid solar pumps under PM-Krishak Mitra Surya Yojna of Government of Madhya Pradesh.

NOW IT IS HEREBY AGREED as follows:

#### Article Documents 1

1.1 Contract

and

The following contract documents shall constitute the Contract between the MPUVNL and the bank, and each shall be read and construed as an integral part of the Contract:

- 1. Employer RFS No. \_\_\_\_\_
- 2. Pre-Bid meeting held on \_\_\_\_\_\_ at Employer Corporate Office
- 3. Employer Amendment (s) /Clarification(s) if any, dated \_\_\_\_\_\_
- 4. Contractor technical offer no. \_\_\_\_\_\_ opened on \_\_\_\_\_\_
- 5. Contractor acceptance on price no. \_\_\_\_\_ dated \_\_\_\_\_
- 6. MPUVNL's LICA No. ..... dated.....

#### 1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

#### 1.3 Definitions

Capitalized words and phrases used herein shall have the same meanings as are

ascribed to them in the General Conditions of the Contract.

#### Article 2. Rate of Interest & Payment of EMI

2.1 Rate of Interest (RoI)

The effective RoI (*i.e Prevalent Capping of RoI under AIF - discount RoI quoted by the bidder*) shall remain firm and fixed for the loan tenure of 7 years. This ROI will remain valid till ...... Within this 15-month period, empanelled bidders would have no right of refusal for sanctioning and disbursal of loans.

#### Example:

Prevalent Capping of RoI under AIF – 9% Discount rate of interest (RoI) offered by Bidder – 2%

In the price bid, bidder needs to quote - 2%

*Effective RoI in above scenario exclusive of AIF Interest Subvention would be* (9% - 2%) = 7%

In case Prevalent Capping of RoI under AIF changes to 8.5%, the Effective RoI would be (8.5% - 2%) = 6.5%.

In case Prevalent Capping of RoI under AIF changes to 9.5%, the Effective RoI would be (9.5% - 2%) = 7.5%.

2.2 Payment of EMI

Monthly Repayment of EMI would be done by MPUVNL on behalf of GoMP.

#### Article 3.

It is expressly understood and agreed by and between the bank and MPUVNL that the MPUVNL is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the MPUVNL is an Independent legal entity with power and authority to enter to contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The bank expressly agrees, acknowledges and understands that the MPUVNL is not an Agent, Representative or Delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the banks expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing what so-ever arising of or under this Agreement.

IN WITNESS WHEREOF the MPUVNL and the bank have caused this Agreement to the duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the MPUVNL	Signed by for and on behalf of the Bank (To be signed only by the authorized signatory to whom authorization is given in Power of Attorney)
Name and Signature of Witness	Name and Signature of Witness
Signature:	Signature:
Designation:	Designation:
Address:	Address:

#### **Annexure -1: List of Districts**

S.No.	District	
1	Sheopur	
2	Morena	
3	Bhind	
4	Gwalior	
5	Datia	
6	Shivpuri	
7	Tikamgarh	
8	Chhatarpur	
9	Panna	
10	Sagar	
11	Damoh	
12	Satna	
13	Rewa	
14	Umaria	
15	Neemuch	
16	Mandsaur	
17	Ratlam	
18	Ujjain	
19	Shajapur	
20	Dewas	
21	Dhar	
22	Indore	
23	Khargone (Eest Nimar)	
24	Barwani	
25	Rajgarh	
26	Vidisha	
27	Bhopal	
28	Sehore	
29	Raisen	
30	Betul	
31	Harda	
32	Hoshangabad	
33	Katni	
34	Jabalpur	
35	Narsimhapur	
36	Dindori	
37	Mandla	
38	Chhindwara	
39	Seoni	

40	Balaghat
41	Guna
42	Ashoknagar
43	Shahdol
44	Anuppur
45	Sidhi
46	Singrauli
47	Jhabua
48	Alirajpur
49	Khandwa (East Nimar)
50	Burhanpur