

REQUEST FOR PROPOSAL
FOR
DEVELOPMENT OF CUMULATIVE 803 kW OF GRID-CONNECTED
ROOFTOP SOLAR PV SYSTEMS TO BE SET UP AT IDENTIFIED
GOVERNMENT PREMISES IN THE DISTRICT CHHINDWARA OF THE
MADHYA PRADESH

NIT Number: F/UVN/2025/RFT/RESCO-X/03-230/5185

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DISCLAIMER

The information contained in the Bid Documents, or any other information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of MPUVNL and its employees or advisors is provided to Bidders on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and further it is neither an offer nor an invitation by MPUVNL to the Bidders or any other Person. The purpose of the Bid Documents is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

The Bid Documents include statements which reflect various assumptions and assessments arrived at by MPUVNL and its advisors for the Project which are to be set up, at the identified Government premises in the District Chhindwara of the Madhya Pradesh, by the Solar Power Developer. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in the Bid Documents may not be appropriate for all Persons and it is not possible for MPUVNL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads the Bid Documents. The assumptions, assessments, statements and information contained in the Bid Documents may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bid Documents.

The information provided in the Bid Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. MPUVNL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Documents.

MPUVNL, its representatives, employees and advisors make no representation or warranty, express or implied, and will have no liability to any Person, including any Bidder, under any law, contract, statute, principles of restitution, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the Bid Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Documents and any assessment, assumption, statement or information contained in the Bid Documents or deemed to form part of the Bid Documents or arising in any way.

MPUVNL and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused or arising from reliance of any Bidder upon the content of the Bid Documents.

It will be deemed that by submitting a Bid, each Bidder agrees and releases MPUVNL and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the Bid Documents and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

MPUVNL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Bid Documents.

The RFP and the draft PPA have been prepared in accordance with the best industry practices. The issue of the Bid Documents does not imply that MPUVNL is bound to qualify any Bidder or to award the Project to any Bidder. MPUVNL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The statements and explanations contained in this RFP, the Data Room and PPA are intended to provide an understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the obligations of the Selected Bidder that will be set out in the PPA or MPUVNL's right to amend, alter, change, supplement or clarify the Projects' scope or the terms of this RFP or the PPA. Consequently, any omissions, conflicts or contradictions in the Bid Documents (including this RFP) are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by MPUVNL.

The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including but not limited to, preparation, copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by MPUVNL, or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders, and MPUVNL, its representatives, its employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

GLOSSARY

In this RFP, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below:

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| Addendum or Addenda | means addendum or addenda to the RFP. |
| Annex | means an annexure to this RFP. |
| Associate/Affiliate | means, in relation to a Bidder, or a Member of a Consortium, a Person who Controls, is Controlled by, or is under the common Control of such Bidder or Member of a Consortium. |
| Best Quote | has the meaning ascribed to it in Clause 19.4. |
| Bid Documents | <p>means this RFP, any Addenda or written clarifications issued to the Bidders in accordance with this RFP, as relevant, and any other documents provided by MPUVNL pursuant to this RFP.</p> <p>It is clarified that, on the E-bidding Portal, 'Bid Documents' are referred to as 'Tender Documents'.</p> |
| Bid Process | means the single-stage two-part (envelope) bidding process, followed by the Reverse Auction Process for the award of the Project to the Selected Bidder, the terms of which are set out in this RFP. |
| Bid Schedule | means the Schedule set out at Schedule 1. |
| Bidder | <p>means a Company, an LLC or a Consortium of Companies, which submits a Bid to MPUVNL in accordance with the provisions of this RFP.</p> <p>It is clarified that, on the E-bidding Portal, 'Bidder' is referred to as 'Supplier Organization'.</p> |
| Bidding Consortium or Consortium | means any combination of Companies that have formed a consortium or association by fulfilling the requirements set out in this RFP, including executing a JBA, for the purpose of submitting a Bid and for developing, operating and maintaining the Project, if such consortium or association is declared as the Selected Bidder. |

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| Bids | means the Proposal submitted by Bidders for the award of the Project, comprising online submissions in accordance with Clause 15.1 and the Tariff quoted at the Reverse Auction Process stage; and Bid shall mean any one of them. |
| Calendar Year | means a year commencing on 1 January and ending on 31 December. |
| Clause | means a clause of this RFP. |
| Company | means a body corporate incorporated in: (a) India under the Companies Act, 1956 or the Companies Act, 2013, as applicable. |
| Competent Authority | has the meaning ascribed to in the office memorandum or by the MPUVNL. |
| Conflict of Interest | has the meaning ascribed to it in Clause 3.2(a). |
| Contract Year | means the First Contract Year and thereafter each period of 12 (twelve) months, provided that the last Contract Year shall end on the last day of the Term. |
| Control | means the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or the right to appoint majority directors. The term “ Controls ” and “ Controlled ” shall be construed accordingly. |
| Corrigendum or Corrigenda | means a corrigendum or corrigenda to the RFP. |
| Data Room | <p>means the virtual data room that will be open to Bidders and their advisors from the date specified in Schedule 1 until the Proposal Due Date.</p> <p>It is clarified that, on the E-bidding Portal, ‘Data Room’ is referred to as ‘Buyer Data-Room Tender-Specific (BDR-TS)’.</p> |
| DDO | means the Drawing and Disbursing Officer of the Department in the District. |
| Delivery Point | has the meaning ascribed to in the Power Purchase Agreement. |

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| Department(s) | means the Madhya Pradesh State Government Department(s) whose available Premises in District of the State are proposed under this RFP for installation, commissioning and operation of the rooftop solar PV system(s) under net-metering mode. |
| Direct Promoter | means an entity which directly holds more than 50% (fifty percent) of the voting shares of a company or the right to appoint majority directors. |
| District | means the Chhindwara District of the state of Madhya Pradesh. |
| Document Cost | means the amount of INR 25,000 (Indian Rupees Twenty-Five Thousand) exclusive of applicable taxes, payable by Bidders, in accordance with Clause 23.3, towards the cost of the Bid Documents. |
| E-bidding Portal | has the meaning ascribed to it in Clause 2.2. It is clarified that, on the E-bidding Portal, the term ‘E-bidding Portal’ is referred to as ‘ElectronicTenderSystem® (ETS)’ – URL: https://www.bharat-electronictender.com |
| Eligible Bidder | means a Bidder who is determined to be eligible to participate in the Reverse Auction Process on the basis of its Proposal, in accordance with Clause 19.2. |
| EMD | has the meaning ascribed to it in Clause 7.1. |
| Equity | means the sum expressed in INR representing the paid-up share capital of the Solar Power Developer for meeting the equity component of the total project cost and shall include convertible instruments or other similar form of capital, which shall compulsorily convert into equity share capital of the Solar Power Developer and any subordinated shareholder loan. |
| Financial Capacity | has the meaning ascribed to it in Clause 17.5(a). |
| Financial Proposal | has the meaning ascribed to it in Clause 15.1(b). It is clarified that, on the E-bidding Portal, ‘Financial Proposal’ is referred to as ‘Financial Bid-Part or Financial Envelope or Financial-Part’. |

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| Financial Year | means a year commencing on 1 April of any Calendar Year and ending on 31 March of the following Calendar Year. |
| First Contract Year | means the period commencing from the following day of the first Unit COD; and expiring at the end of the month in which the Project completes 12 (twelve) months from the Project SCSD. <i>It is clarified that first Unit COD means the commissioning of first Unit of the Project.</i> |
| GoI | means the Government of India. |
| GoMP | means the Government of Madhya Pradesh. |
| INR | means Indian Rupees, the lawful currency of the Republic of India. |
| ISN-ETS | means M/s ISN ElectronicTender Services Private Limited. |
| JBA or Joint Bidding Agreement | means a binding joint bidding agreement to be entered into by the Members of a Consortium, substantially in the form set out in Annex 5. |
| kW | means one Kilo Watt, where Watt is an SI unit of power, equivalent to one joule per second, corresponding to the rate of consumption of energy in an electric circuit where the potential difference is one volt and the current one ampere. |
| Lead Member | in the context of a Consortium, means the Member who contributes at least 51% (fifty one percent) of the required Net Worth for qualification, commits to hold the required Equity in the SPV in accordance with Clause 3.1(e)(vi) and is authorized by the other Members of the Consortium, to act as the lead member with the rights and obligations set out in this RFP. |
| LLC | means limited liability company, and not a Company. |
| LOA | means a letter of award that will be issued by MPUVNL to the Selected Bidder for the Project in accordance with the terms of this RFP. |
| Member | means a member of a Consortium. |

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| MNRE | means the Ministry of New and Renewable Energy, GoI. |
| MPERC | means Madhya Pradesh Electricity Regulatory Commission. |
| MPUVNL | means Madhya Pradesh Urja Vikas Nigam Limited, a GoMP enterprise, which is designated as the nodal agency for implementing GoI and GoMP's programmes and policies in the renewable energy sector in Madhya Pradesh. |
| Net Worth | means in case of a Company, the total net worth as calculated in accordance with the Companies Act, 2013. |
| Office Memorandum | means the Office Memorandum F. No. 7/10/2021-PPD (1) dated 23 February 2023 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India to amend Rule 144 of the General Financial Rules along with all subsequent amendments and clarifications. |
| Paisa | means one-hundredth of INR. |
| Pass-Phrase | has the meaning ascribed to it in Schedule 2. |
| Payment Security Agreement | means the payment security agreement to be executed between the Selected Bidder and the MPUVNL to ensure timely payment in case of the Procurer(s) failure to make timely payment. |
| PBG(s) | has the meaning ascribed to it in Clause 8.2. |
| Person | means any corporation, company, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture or other legally recognized entity of whatever nature. |
| Power Purchase Agreements or PPAs | means the power purchase agreement to be executed by the Solar Power Developer with the DDO of concerned Department of the District in the state of Madhya Pradesh for the Project. |
| Pre-Bid Meeting | has the meaning ascribed to it in Clause 5.2. |

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| Premises | Means any land, building or structure of part thereof of combination thereof, wherein a separate meter or metering arrangement has been made by the licensee for measurement of electricity. |
| Procurer(s) | shall mean, collectively, all the Drawing and Disbursing Officers of concerned Departments in District. For the avoidance of any doubt, it is clarified that one Solar Power Developer selected for a Project (all the Units in a District) shall execute a separate PPA with each DDO of the concerned Department in the District. |
| Project | shall mean the solar energy generation facilities of defined capacity, as per RFP, in District (awarded to the Solar Power Developer pursuant to the Bid Process), developed and owned by the Solar Power Developer, for supply of solar power to identified sites of District under Net-Metering mode. Project shall include 8 (eight) defined number of Sites of various capacities as provided in the Data Room. Each Unit shall supply power for the consumption at the respective Site as per the terms and condition of PPA. It is clarified that, on the auction screen of the E-bidding Portal, 'Project' would be referred to as 'Entity for Auction'. |
| Project COD | shall have the meaning ascribed to it in the PPA. |
| Project SCSD | shall have the meaning ascribed to it in the PPA. |
| Proposal | means collectively the Qualification Proposal and the Financial Proposal, to be submitted by the Bidders in accordance with this RFP. It is clarified that, on the E-bidding Portal, 'Proposal' is referred to as 'Bid' or 'Tender'. |
| Proposal Due Date | means the last date specified in Schedule 1 for submission of the Proposal. It is clarified that, on the E-bidding Portal, 'Proposal Due Date' is referred to as 'Last Date and Time of Receipt of Bids'. |

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| Qualification Proposal | <p>means the qualification proposal, comprising of the documents set out in Clause 15.1(a), to be submitted by a Bidder as a part of its Bid pursuant to this RFP.</p> <p>It is clarified that, on the E-bidding Portal, ‘Qualification Proposal’ is referred to as ‘Technical-Part’ or ‘Technical Envelope’ or ‘Technical Bid-Part’.</p> |
| Qualified Bidders | has the meaning ascribed to it in Clause 2.1(a). |
| Reverse Auction Process | <p>means the reverse auction to be conducted to determine the Selected Bidder, in accordance with Clause 20.</p> <p>It is clarified that, on the E-bidding Portal, ‘Reverse Auction Process’ is referred to as ‘ReverseAuction’ or ‘e-ReverseAuction’.</p> |
| RFP | means this Request for Proposal. |
| Schedule | means a schedule to this RFP. |
| Scheduled Bank | means a bank listed under the second schedule of the Reserve Bank of India Act, 1934. |
| Selected Bidder | <p>means the Eligible Bidder selected by MPUVNL for award of the PPA for the Project, following the completion of the Bid Process.</p> <p>It is clarified that, on the E-bidding Portal, ‘Selected Bidder’ is referred to as ‘Awardee’.</p> |
| Site(s) | <p>means the identified locations provided in the Data Room for installation, commissioning and operation of the rooftop solar PV system(s).</p> <p><i>Single site shall be termed as Site and multiple sites shall be termed as Sites.</i></p> |

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| Solar Power Developer or SPD | <p>means solar power developer, and for the purposes of executing the PPA, will mean:</p> <ul style="list-style-type: none"> (a) the SPV incorporated by the Selected Bidder; or (b) the Selected Bidder itself, if it is a single entity, and not a Consortium or a foreign Company or an LLC and has elected not to incorporate an SPV to implement the Project; or (c) Affiliate of the Selected Bidder or its SPV. |
| SPV | means a special purpose vehicle to be incorporated under the (Indian) Companies Act, 2013 by a Selected Bidder. |
| Tariff | <p>means the tariff that will be applicable to the Project for the First Contract Year, and that will be escalated by 3% at the start of each subsequent Contract Year for a total of 15 (fifteen) Contract Years, in accordance with the Power Purchase Agreement.</p> <p><i>It is clarified that the Tariff after escalation (second year onward) will be considered up to two decimals in place, by rounding up the first decimal if it is 5 (five) or above and rounding down the first decimal if it is below 5 (five).</i></p> |
| Term | means the period starting from PPA execution date of the Project till the expiry of a period of 25 (twenty-five) Contract Years from the Project SCSD. |
| Unit | <p>Means the rooftop solar PV system designed, installed, commissioned, and operated by the Selected Bidder at a Site.</p> <p><i>For Clarification, each Site with rooftop solar PV system shall be termed as Unit.</i></p> |
| Units | <p>means all the sites, provided in the Data Room, where rooftop solar PV systems of different capacities are proposed to be installed, commissioned and operated.</p> <p>All the Units in a District collectively termed as Project.</p> |
| Unit COD | shall have the meaning ascribed to it in the PPA. |

SECTION I

INTRODUCTION

1. BACKGROUND

1. In line with the GoI's target of installing 500 GW of renewable power capacity in India by the year 2030, the GoI has launched PM-Surya Ghar: Muft Bijli Yojana and further has issued the Operational Guidelines for "Saturation of Government Buildings with Rooftop Solar under PM-Surya Ghar: Muft Bijli Yojana".
2. Madhya Pradesh Urja Vikas Nigam Limited is the nodal agency for the promotion, necessary support and facilitation for the installation of rooftop solar PV systems under PM-Surya Ghar: Muft Bijli Yojana. Madhya Pradesh Urja Vikas Nigam Limited is issuing this RFP for selecting the Solar Power Developers for setting up of cumulative 803 kW of grid-connected rooftop solar PV Systems at the identified Sites of District in the state of Madhya Pradesh.
3. Madhya Pradesh Urja Vikas Nigam Limited had decided to select a Solar Power Developer to develop 8 (eight) independent Units of different sizes of grid-connected rooftop solar PV Systems at identified Sites of the District in the state of Madhya Pradesh. The energy generated from each Unit is proposed to be procured by the consumer of the respective Site under the Net-Metering/ Group Net Metering modes.
4. Madhya Pradesh Urja Vikas Nigam Limited, in its capacity as the bidding authority and the authorized representative on behalf of all the Departments, is responsible for carrying out the bid process for the installation of grid-connected rooftop solar PV Systems, and is inviting proposals from all interested entities by launching a single stage two-envelope competitive bidding process followed by a reverse auction process pursuant to a request for proposal issued on 21.01.2025. The Selected Developer of the respective Project shall be awarded all the Units of the Project.
5. The Unit wise specific details will be provided in the Data Room. The Solar Power Developer will be selected through an open competitive bidding process in accordance with the procedure set out in this RFP. This RFP has been prepared, and the Bid Process shall be conducted, in accordance with the requirements of the PM-Surya Ghar: Muft Bijli Yojana.
6. The Units will be developed at pre-identified Sites of District. The Selected Bidder for the Project will be required to sign a Power Purchase Agreement with each DDO for related Units of the concerned Departments in the District (details are available in Annex 11). The Power Purchase Agreement, drafts of which will be issued by Madhya Pradesh Urja Vikas Nigam Limited before the Proposal Due Date, sets out further details regarding installation and commissioning of the Project.
7. Unit wise capacity assessment is provided in the Annex 11. Bidder should undertake necessary due diligence of all the Units of the District prior to quote the Tariff for the Project. Also, it is suggested that capacity assessment methodology should be followed while conducting necessary Site(s) survey and suggesting the revision in Unit capacity, if any, as per PPA.
8. In case of additional demand or additional Unit(s) beyond the capacity/ Unit(s) mentioned in this RFP for Project, MPUVNL may allocate the additional capacity/ Unit(s) to the Selected Bidder at the terms and conditions of this RFP and PPA on mutual agreement basis. In such

cases, suitable modification may be made in the PPA to include the new DDO/ procurer/ beneficiary and their requirement specific to the site. However, addition of new Unit(s) is subject to the approval from the District Level Committee prior to the Effective Date and maximum allocation permissible is 50% of the Bid capacity in this RFP.

9. **Power Injection**

Selected Solar Power Developer shall be required to connect each Unit of the District at the Interconnection Point for Net Metering of respective Sites under the Net Metering arrangement under the Madhya Pradesh Electricity Regulatory Commission (Grid Interactive Renewable Energy Systems and Related Matters) Regulation [Revision II], 2024 {RG-39(II) of 2024} and its amendment thereof or under the related Regulation of other State Electricity Regulatory Commission where the Unit is located. Selected Developer shall be required to develop rooftop solar PV system and shall be responsible for evacuation of power metering arrangement and replacement of meter as per applicable MPERC Regulation.

10. **Power Off-take**

Energy generated from each Unit of the District will be purchased by concerned DDO of the Department in accordance with the provisions of the Power Purchase Agreement.

SECTION II

BID PROCESS

PART A. GENERAL

2. DESCRIPTION OF BID PROCESS

- 2.1 In order to identify the Selected Bidder, MPUVNL shall follow a Bid Process comprising a single-stage 2 (two) part (envelope) bidding process, followed by the Reverse Auction Process, as explained below:

(a) Qualification

Bidders are required to submit a Proposal consisting of 2 (two) parts (envelopes): (i) the Qualification Proposal as described in Clause 15.1(a); and (ii) the Financial Proposal as described in Clause 15.1(b). The Qualification Proposal will be opened first. The determination of responsiveness of the Qualification Proposal and the evaluation of the Financial Capacity of the Bidder will be done in accordance with Clause 16 and Clause 17 respectively. Bidders who meet the minimum Net Worth requirement and whose Qualification Proposal is responsive shall be qualified for opening of their Financial Proposal (**Qualified Bidders**).

(b) Financial Proposal

MPUVNL shall open the Financial Proposals of only the Qualified Bidders to determine their responsiveness in accordance with Clause 18 and to identify the Eligible Bidders in accordance with Clause 19. The Eligible Bidders shall be eligible to participate in the Reverse Auction Process.

(c) Reverse Auction Process

The Eligible Bidders shall participate in the Reverse Auction Process, in accordance with Clause 20, for determination of the Selected Bidder.

- 2.2 For conducting the E-bidding, MPUVNL will use the portal <https://www.bharat-electronictender.com> managed by ISN ElectronicTender Services Private Limited (referred as ISN-ETS) (**E-bidding Portal**). Bidders are required to register themselves online on E-bidding Portal (if they are not already registered) as 'Supply-Organization/Bidder', by paying the requisite 'Buyer-specific Annual Portal Registration Fee' to ISN-ETS of INR 3,000 (Indian Rupees Three Thousand) (plus applicable taxes as indicated in the E-bidding Portal), through NEFT/IMPS in accordance with the instructions provided on the E-bidding Portal, or through any alternative modes indicated on the E-bidding Portal. Subsequently, the Bidders will be able to download the RFP and other Bid Documents from the E-bidding Portal. It is further clarified that in case a Bidder intends to participate in tenders published by any other organization on the E-bidding Portal, the 'Annual Portal Registration Fee' as applicable will be payable. A Bidder who is already validly registered on the E-bidding Portal (i.e., registered under 'General' category or 'Buyer-Specific for MPUVNL') need not register again on the E-bidding Portal. In case a Bidder is already validly registered on the E-bidding Portal for bid processes in relation

to other organizations, such a Bidder may also upgrade to 'General' category by paying the applicable fee prescribed on the E-bidding Portal.

Further details regarding E-bidding process, registration requirements and other details are set out in Schedule 2.

2.3 Bidding Parameter

In the Financial Proposal and the Reverse Auction Process, the Bidders will quote the Tariff for the Project for the First Contract Year.

The last lowest Tariff quoted by an Eligible Bidder(s) during the Reverse Auction Process, for the Project, will be the sole criterion for determining the Selected Bidder for the Project. If at the end of the Reverse Auction Process, no bids are received from any of the Eligible Bidders for the Project, the Eligible Bidder with the Best Quote for the Project, as identified in accordance with Clause 19.4, will be awarded the Project.

3. ELIGIBILITY OF BIDDERS

3.1 Nature of Bidding Entity

- (a) Any Bidder, which is a Company or a Consortium, shall be eligible to submit a Bid. The term Bidder used in this RFP applies to both a single Company and a Consortium. In case the LLC fails to incorporate as an Indian Company before signing of the PPA or is not able to sign the PPA, then MPUVNL shall be entitled to invoke the EMD of such Bidders and take applicable action, as prescribed under Clause 7 of the RFP. Only such LLCs which are formed by Companies shall be eligible to participate. For the avoidance of doubt, it is clarified that a limited liability partnership (LLP) shall not be eligible to submit a Bid.
- (b) Where a Bidder is a single entity and is declared as the Selected Bidder, it may at its option form an SPV to execute the PPA. However, if such Selected Bidder is a Consortium or a foreign Company or an LLC, then it will be mandatory for such Selected Bidder to incorporate an SPV to execute the PPA, keeping the original shareholding unchanged. Further, if the Selected Bidder is a foreign Company, it shall comply with all laws relating to foreign direct investment in India.
- (c) The shareholders of the Bidder will be required to continue to legally and beneficially hold 74% (seventy-four percent) of the total Equity with voting rights of the Bidder, from the date of submission of the Proposal until the completion of the Bid Process and, if the Bidder is determined to be the Selected Bidder and it chooses (in case of a Selected Bidder being a single entity) to incorporate an SPV, then until incorporation of the SPV.

In case of the Bidder being a Consortium, the shareholders of each Member of the Consortium (other than a Member being a listed company) will be required to continue to legally and beneficially hold up to 74% (seventy-four percent) of the total Equity with voting rights of the respective Member of the Consortium, from the date of submission of the Proposal until the completion of the Bid Process and, if the Bidder is determined to be Selected Bidder, then until incorporation of the SPV.

- (d) The Direct Promoters of the Selected Bidder (where such Selected Bidder is a single Company), as on the date of submission of the Bid, shall not cede control of the Selected Bidder until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise by the Procurer. For this purpose, the Selected Bidder shall provide a shareholding certificate, duly authorised by its statutory auditor containing information about its Direct Promoters and their shareholding in the Selected Bidder to MPUVNL at the time of the bid submission.

In addition, where the Selected Bidder is a single Company and it chooses to incorporate an SPV, then the Selected Bidder shall legally and beneficially hold not less than 51% (fifty-one percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV and until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise by the Procurer.

Explanation: For the purpose of this provision “control” shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority directors.

- (e) If the Selected Bidder is a Consortium, then the Consortium and its Member shall, in addition to incorporating an SPV, comply with the following conditions:
- (i) The number of Members in such Consortium shall not exceed 2 (two).
 - (ii) The Qualification Proposal submitted by the Consortium should contain the required information of each Member of the Consortium in accordance with Clause 15.1.
 - (iii) The Members of the Consortium shall nominate the Lead Member. Such nomination shall be supported by a power of attorney signed by the Member of Consortium (and duly acknowledged by the Lead Member) and shall substantially be in the form set out in Annex 4. The Lead Member shall have the authority to represent the Member of the Consortium during the Bid Process, and until the incorporation of the SPV.
 - (iv) The Consortium shall submit a binding and enforceable JBA to MPUVNL with its Bid, substantially in the form set out at Annex 5.

Except as specifically permitted in accordance with the Bidding Documents, the Members of the Consortium shall not amend, vary or terminate the JBA at any time during the validity period of the Bid, as specified in Clause 13.1, and if such a Consortium is determined to be the Selected Bidder then until the expiry of a period of 1 (one) year from the Project COD of the Project, without the prior written consent of Procurer.

- (v) The Members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Solar Power Developer's obligations in relation to the Project.

- (vi) The Members of the Consortium shall subscribe and continue to legally and beneficially hold not less than 51% (fifty-one percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise by the Procurer. Provided that the Lead Member shall subscribe and hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise by the Procurer. Further, the Members of the Consortium, as on the date of submission of the Bid, shall not cede control of the Consortium until the expiry of a period of 1 (one) year from the Project COD of the Project, unless permitted otherwise by the Procurer.

Explanation: For the purpose of this provision “control” shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Consortium or right to appoint majority directors.

Provided, further, that the Member(s) of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, must hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise by the Procurer.

Provided however, at all times from the date of incorporation of the SPV until 1 (one) year from the Project COD, in case of any change in shareholding of the SPV up to 49% (forty nine percent) of the total Equity with voting rights of the SPV, the Selected Bidder (i.e., the Lead Member and the Member of the Consortium) and the new shareholder of the SPV shall, individually or collectively, continue to maintain the Financial Capacity for the capacity of the Project.

- (f) The Selected Bidder or the shareholders of the Selected Bidder, as the case may be, will be entitled to, without seeking any prior consent from the Procurer, dilute its shareholding in the Equity of the SPV or the Selected Bidder, as the case may be, below the levels stated in Clause 3.1 (d) and 3.1(e)(vi) after the expiry of a period of 1 (one) year from the Project COD.

3.2 General Conditions of Eligibility

- (a) A Bidder shall not have a conflict of interest that affects the Bid Process (**Conflict of Interest**). Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bid Process, if:
 - (i) such Bidder or an Associate/Affiliate of such Bidder:
 - (A) Controls, is Controlled by or is under common Control with any other Bidder or any Associate/Affiliate thereof; or

- (B) has any direct or indirect ownership interest in any other Bidder or Associate/Affiliate thereof,

provided that this disqualification shall not apply if:

- (C) the direct or indirect ownership interest in such other Bidder or Associate/Affiliate thereof is less than 20% (twenty percent); or
 - (D) the Control or ownership interest is exercised or held by the Government of India, any State Government, or jointly between the Government of India and a State Government, a bank, insurance company, pension fund, sovereign wealth fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013; or
- (ii) such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder or its Associate/Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder or such other Bidder's Associate/Affiliate; or
 - (iv) such Bidder, or its Associate/Affiliate has a relationship with another Bidder, or such other Bidder's Associate/Affiliate, directly or through common third party/parties (including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence, the Bid of the other; or
 - (v) such Bidder, or its Associate/Affiliate has participated as a consultant to MPUVNL in the preparation of any documents, design or technical specifications of all the Units of the Project.

Explanation: If a Bidder is a Consortium, then the term "Bidder" as used in this Clause 3.2(a) shall include each Member of such Consortium; and the term "Associate/Affiliate" as used in this Clause 3.2(a) shall include Associates/Affiliates of each Member of the Consortium.

- (b) A Bidder shall be liable for disqualification if any legal, regulatory, financial or technical advisor of MPUVNL, advising MPUVNL directly or indirectly, in relation to the Project engaged by the Bidder, its Member or any of its Associate/Affiliate, as the case may be, in any manner for matters related to the submission of the Bid. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or any of its Associate/Affiliate in the past but its assignment expired or was terminated prior to the date of issuance of this RFP.
- (c) If on or before expiry of a period of 1 (one) year from the Project COD, in accordance with the PPA:
 - (i) a Bidder is likely to breach or breaches its undertakings under Clause 3.1(d) or a Member of a Consortium is likely to breach or breaches any of its undertakings under Clause 3.1(e)(vi); or

- (ii) any Associate/Affiliate, whose financial credentials have been relied on by the Bidder or a Member of the Consortium to demonstrate Financial Capacity, ceases or will cease to be an Associate/Affiliate of the Bidder or such Member,

then the Bidder shall give MPUVNL notice of such occurrence immediately forthwith along with all relevant particulars of such occurrence. If MPUVNL is of the view that such occurrence is likely to affect the Financial Capacity of the Bidder or the Consortium adversely, then MPUVNL may disqualify the Bidder from participation in the Bid Process; or, if the Bidder has been declared as the Selected Bidder, withdraw the LOA without MPUVNL incurring any liability towards such Selected Bidder for such withdrawal or termination.

If the events set out in Clause 3.2(c)(i) or Clause 3.2(c)(ii) above takes place after execution of the PPA, then the Bidder shall give all the Procurer notice of such occurrence forthwith along with all relevant particulars of such occurrence. If all the Procurer are of the view that such occurrence is likely to affect the ability of the Solar Power Developer to undertake its obligations set out in the PPA, then the Procurer shall terminate the PPA, without incurring any liability towards the Solar Power Developer, in accordance with the terms of the PPA.

While MPUVNL or the Procurer, as the case may be, will not unreasonably withhold or delay taking a decision pursuant to the notice issued by Bidder under Clause 3.2 (c), the decision of MPUVNL or the Procurer, as the case may be, will be final in this regard.

- (d) If any Person or any of its Associate/Affiliate or their directors whose financial credentials have been relied on by the Bidder (either wholly or in part for demonstrating its Financial Capacity) has been barred or blacklisted by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business and the bar subsists as on the Proposal Due Date, then such Person shall not be eligible to submit a Bid, either individually or as a Member of a Consortium. If any time during the Bid Process, MPUVNL finds that the Bidder or a Member of a Consortium is so barred or blacklisted, then MPUVNL may disqualify the Bidder from participation in the Bid Process.
- (e) A Bidder or any of its Associate/Affiliate (and in the case of a Consortium, the Members and their Associate/Affiliate) whose financial credentials have been relied on by the Bidder (either wholly or in part for demonstrating its Financial Capacity) should not have, in the 3 (three) years immediately preceding the Proposal Due Date:
 - (i) failed to perform any contract exceeding a contract value of INR 1,24,45,000 (Indian Rupees One Crore Twenty-Four Lakh Forty-Five Thousand Only) as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement and/or arbitration award against the Bidder, Member or their Associate/Affiliate, as the case may be and there is no appeal pending against such judicial pronouncement and/or arbitration award; or

- (ii) had any contract terminated by any government or government instrumentality for breach by such Bidder, Member or their Associate/Affiliate and there is no appeal pending against such termination before any judicial authority.

If MPUVNL finds that any of the above events have occurred or affected the Bidder or a Member of a Consortium, then MPUVNL may disqualify the Bidder from participation in the Bid Process.

- (f) A Bidder or any of its Associate/Affiliate whose financial credentials have been relied on by the Bidder, either wholly or in part for demonstrating its Financial Capacity, (and in the case of a Consortium, the Members and their Associate/Affiliate whose financial credentials have been relied on by the Bidder, either wholly or in part for demonstrating its Financial Capacity) should not:
 - (i) have been categorized as a willful defaulter by any lender, in accordance with applicable laws; or
 - (ii) have litigation pending or, to the best of such Bidder's knowledge, threatened against it, which is of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

If MPUVNL finds that any of the above events have occurred or affected the Bidder or a Member of a Consortium, then MPUVNL may disqualify the Bidder from participation in the Bid Process.

- (g) MPUVNL reserves the right to seek information and evidence from the Bidders regarding their continued eligibility at any time during the Bid Process and each Bidder shall undertake to provide all of the information and evidence requested by MPUVNL.

3.3 **Additional Conditions of Eligibility**

The Office Memorandum prescribes certain conditions of eligibility for Bidders from countries which share land borders with India, except those countries to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The conditions of eligibility for such Bidders are as below:

- (a) Any Bidder from a country which shares a land border with India will be eligible to Bid in this tender only if such Bidder is registered with the Competent Authority.

In case of such Bidder being a Consortium, all Members of the Consortium should be registered with the Competent Authority.

- (b) For the purpose of this Clause 3.3, "Bidder from a country which shares a land border with India" means:
 - (i) an entity incorporated, established or registered in such a country; or
 - (ii) a subsidiary of an entity incorporated, established or registered in such a country; or

- (iii) an entity substantially ‘controlled’ through entities incorporated, established or registered in such a country; or
 - (iv) an entity whose ‘beneficial owner’ is situated in such a country; or
 - (v) an Indian (or other) agent of such an entity; or
 - (vi) a Consortium where any Member of the Consortium falls under any of the above provision of this sub-Clause 3.3(b).
- (c) A “beneficial owner” for the purpose of sub-Clause 3.3(b) above will be the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a ‘controlling ownership interest’ or who exercises control through other means.
- Explanation: (i) ‘controlling ownership interest’ for the purpose of sub-Clause 3.3(c) means ownership or entitlement to more than 25% (twenty five percent) of Equity of the company;*
- (ii) ‘control’ for the purpose of sub-Clause 3.3(b) and sub-Clause 3.3(c) shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.*
- Where no natural person is identified, the beneficial owner is the natural person who holds the position of senior managing official.
- (d) For the purpose of sub-Clause 3.3(b), an agent is a person employed to do any act for another, or to represent another in dealings with any third person.
- (e) All other provisions of the Office Memorandum (except para 17 of the Office Memorandum), whether or not expressly stated in this RFP, will be applicable to this tender and the aforesaid clauses will be interpreted in line with the Office Memorandum.

4. DATA ROOM AND SITE VISIT

4.1 Data Room

MPUVNL will set up the Data Room and provide access to the Data Room by the date specified in Schedule 1. The detailed instructions for the process of accessing the Data Room will be given to the Bidders who register on the E-bidding Portal. The Data Room will be open to the Bidders until the Proposal Due Date. Information available with MPUVNL that pertains to or that is relevant to the development of all the Units of the Project, will be added to the Data Room from time to time. The Bidders are invited to familiarize themselves with all such information made available in the Data Room and to examine the Sites in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids. The information provided in the Data Room will be provided only as a preliminary reference point by way of assistance to the Bidders. Nothing provided in the Data Room shall be binding on MPUVNL or confer any right on the Bidders. MPUVNL shall have no liability whatsoever in relation to or arising out of any or all contents of the information provided in the Data Room.

Notwithstanding anything contained in Clause 23.3, all Bidders registered with E-Bidding Portal shall be provided access to the Data Room. For enabling such access, Bidders are required to share their organization ID on the E-Bidding Portal with MPUVNL. For the avoidance of doubt, it is clarified that Bidders shall pay the Document Cost as mentioned in Clause 23.3, prior to submission of Qualification Proposal.

4.2 Due Diligence of Site(s) and its Visit

The Bidders are also advised to do the necessary assessment of all the given Site(s) and Unit details provided in the Data Room and familiarize themselves with the on-ground conditions without waiting for the PPA to be issued. Bidders are free to visit the site on their own by informing MPUVNL at least seven Days prior to the schedule visit.

Bidders are encouraged to submit their respective Bids after necessary due diligence of all the Site(s) and ascertaining for themselves the site conditions, location, surroundings, climate, weather data, applicable laws and regulations, and any other matter considered relevant by them. If a Bidder wishes to visit any of the Site(s), then it will be required to, at least 7 (seven) days prior to the visit, send an e-mail request to resco4.mpuvn@gmail.com, specifying the date and time of such visit and the names of the persons who will be conducting the site visit. The cost of visiting the Site(s) and verifying other information shall be borne solely by the Bidder. The deemed permission granted to a Bidder and any of its personnel or agents is subject to the express condition that the Bidder, its personnel, and agents will: (a) release and indemnify MPUVNL and its personnel, agents and advisors from and against all liability in respect thereof; and (b) be responsible for loss of or damage to property, and any other loss, damage, costs and expenses incurred, including death or personal injury, as a result of such inspection.

- 4.3 It will be assumed that Bidders will have accounted for all relevant factors, including technical data, site conditions, climate, weather conditions, and applicable laws and regulations, while submitting their Bids. Bidders will be deemed to have full knowledge of all the Sites and details of Units of the Project, including their rights, duties and obligations under the PPA.

5. CLARIFICATIONS ON BID DOCUMENTS AND PRE-BID MEETINGS

5.1 Clarifications and Queries

- (a) If a Bidder requires any clarification on or has any query in relation to the Bid Documents, it should submit such query or request for clarification to MPUVNL in writing by e-mail to resco4.mpuvn@gmail.com. Alternatively, the Bidder can raise its queries during the Pre-Bid Meetings referred to in Clause 5.2 below. All queries or clarification requests should be submitted on or before the date mentioned in the Bid Schedule.
- (b) MPUVNL shall make reasonable efforts to respond to the queries or requests for clarifications, on a non-attributed basis, on or before the date mentioned in the Bid Schedule. However, MPUVNL reserves the right not to respond to any query or provide any clarification, in its sole discretion and in case of any discrepancy, the Bid Document and the PPA would prevail over the responses provided by MPUVNL. MPUVNL's responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders in the manner set out in Clause 5.1(d) of this RFP.

- (c) MPUVNL may *suo-motu*, if deemed necessary, issue clarifications to all the Bidders.
- (d) MPUVNL shall respond to Bidder's queries/clarifications, through the online process provided on the E-bidding Portal i.e., the 'Clarification to Tender Documents' feature on the E-bidding Portal. While MPUVNL may choose to also communicate with the Bidders by e-mail, notice, or any other means it may deem fit, about the issuance of the clarifications, it is the Bidders responsibility to regularly visit the E-bidding Portal and keep itself updated regarding any Addendum, Corrigendum, clarification etc. that may be issued by MPUVNL.
- (e) Verbal clarifications and information given by MPUVNL or any other Person for or on its behalf shall not in any way or manner be binding on MPUVNL.

5.2 Pre-Bid Meetings

- (a) All Bidders are invited to attend the Pre-Bid Meetings on the dates mentioned in the Bid Schedule at the time and place to be notified by MPUVNL by e-mail to the e-mail address provided by the registered Bidders. The purpose of the Pre-Bid Meetings will be to clarify issues and answer questions on any matter relating to the Bid Documents, the Bid Process, all the Units of the Project.
- (b) All Bidders may nominate up to 2 (two) authorized representatives to participate in the Pre-Bid Meeting, by confirming their participation at least 3 (three) days prior to the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to resco4.mpuvn@gmail.com.
- (c) All Bidders are requested to submit any queries to MPUVNL, through the E-bidding Portal, at least 3 (three) days prior to the date of the Pre-Bid Meeting.
- (d) Notwithstanding Clause 5.2(c) above, during the course of the Pre-Bid Meeting all Bidders will be free to seek clarifications and make suggestions to MPUVNL.
- (e) All questions raised (without identifying the source) and the responses given, together with any responses prepared after the Pre-Bid Meeting, will be uploaded on the E-bidding Portal and communicated to the Bidders through the 'Clarification to Tender Documents' feature on the E-bidding Portal, and may also be communicated to Bidders through e-mail, notice or any other means that MPUVNL may deem fit.
- (f) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of any Bidder from participating in the Bid Process.

6. AMENDMENT TO BID DOCUMENTS

6.1 Issuance of Addenda and Corrigenda

- (a) Up until the date that is mentioned in the Bid Schedule, MPUVNL may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by a Bidder in writing, or at the Pre-Bid Meeting, amend the Bid Documents by issuing

an Addendum or revise the timelines set out under Schedule 1 of the RFP (i.e., Schedule of Bid Process) by issuing a Corrigendum.

- (b) All Addenda and Corrigenda will be provided on the E-bidding Portal.
- (c) The Bidders are required to read the Bid Documents along with any Addenda and Corrigenda that may be issued in accordance with this Clause 6.
- (d) Each Addendum/Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum/Corrigendum.
- (e) Any oral statements made by MPUVNL or its advisors regarding the Bid Process, the Bid Documents or on any other matter, including oral clarifications or information provided by or on behalf of MPUVNL at the Pre-Bid Meeting or the minutes of the Pre-Bid Meeting shall not be considered as amending the Bid Documents.
- (f) The Bidders shall be provided at least 7 (seven) days from the issue of any Addendum/Corrigendum for submission of their Bids.

6.2 Issuance of Revised Bid Documents

- (a) MPUVNL shall use reasonable endeavours to issue the revised Bid Documents reflecting all the amendments and changes agreed to by MPUVNL on or before the date that is mentioned in the Bid Schedule. The revised Bid Documents issued by MPUVNL shall be definitive and binding.
- (b) MPUVNL will assume that the information contained in, or provisions of the revised Bid Documents will have been taken into account by the Bidder in its Bid. MPUVNL assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Bid Documents or for any consequent losses suffered by the Bidder.

PART B. EMD AND PERFORMANCE SECURITY

7. EMD

- 7.1 The Bidder shall furnish, as part of its Qualification Proposal, an earnest money deposit for an amount equal to INR 8,03,000 (Indian Rupees Eight Lakh Three Thousand Only) (**EMD**).
- 7.2 The Bidder shall provide the EMD in the form of a bank guarantee according to format set out in Annex 2 and be valid for 180 (one hundred and eighty) days from the Proposal Due Date. The EMD shall be issued in the name of the bidding Company/ Lead Member and in favour of “**Madhya Pradesh Urja Vikas Nigam Limited**”, confirmed for payment at Bhopal, Madhya Pradesh. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic bank guarantee (e-BG) is also acceptable against EMD under this RFP.
- 7.3 The Bidder shall furnish the bank guarantee towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. The bank guarantee submitted by the Selected Bidder shall be effective only when the bank guarantee issuance message is transmitted by the issuing bank through SFMS to ICICI Bank (Account No.: 656501700049 and IFSC: ICIC0006565), Client: Madhya Pradesh Urja Vikas Nigam Limited and a confirmation in this regard is received by MPUVNL.
- 7.4 In case the Bidder fails to provide the EMD as set out in this Clause 7, the Qualification Proposal submitted by such Bidder shall be rejected by MPUVNL as non-responsive. Unless invoked in accordance with Clause 7.7 below, the EMD of the unsuccessful Bidders will be returned by MPUVNL within 10 (ten) business day from the determination of the Selected Bidder in accordance with Clause 20.3.
- 7.5 If the Bidder is declared as the Selected Bidder, then the validity of the EMD of such Selected Bidder shall be extended at least 7 (seven) days prior to its expiry, for a period until such Selected Bidder submits the PBG(s), in accordance with the PPA. The EMD of such Selected Bidder will be returned upon such Selected Bidder submitting the PBG(s), in accordance with the PPA.
- 7.6 The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of 7 (seven) days shall be acceptable.
- 7.7 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Bidder will suffer loss and damage on account of withdrawal of its Bid or for any default by the Bidder during the Bid validity period as set out in Clause 13 of this RFP.

The EMD shall be forfeited and appropriated by MPUVNL as mutually agreed genuine pre-estimated compensation and damages payable to MPUVNL for, *inter alia*, the time, cost and effort of MPUVNL in preparing the Bid Documents and conducting the Bid Process without prejudice to any other right or remedy that may be available to MPUVNL hereunder or otherwise, under the following conditions:

- (a) if a Bidder engages in corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clause 28 of this RFP;

- (b) if a Bidder is disqualified in accordance with the provisions of this RFP;
- (c) if, after the Proposal Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time; and
- (d) if a Bidder is selected as the Selected Bidder and it fails within the specified time limit to:
 - (i) sign and return, as acknowledgement, the duplicate copy of the LOA;
 - (ii) fulfil any other condition precedent to the execution of the PPA;
 - (iii) execute all the PPAs; or
 - (iv) submit the requisite PBG(s) under the PPA(s) to be executed for the Project.

8. PERFORMANCE SECURITY

- 8.1. For the Project, The Selected Bidder shall furnish performance security of INR 2,500 (Indian Rupees Two Thousand Five Hundred Only) per kW for each PPA of the Project separately, within 7 (seven) days of acceptance of the LOA in accordance with Clause 21, to secure the obligations of the Solar Power Developer under the PPAs (**PBGs**).
- 8.2. The Selected Bidder shall provide the performance security for each PPA to be executed in the Project in the form of unconditional, irrevocable, and on-demand bank guarantees issued by a Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. In case of the Project being implemented through a SPV incorporated by the Selected Bidder, the performance security for each PPA separately shall be furnished in the name of the SPV, except for the case as indicated in Clause 17.5(b). The performance security of each PPA shall be issued in favour of concerned Procurer (i.e. concerned DDO of the Department) and in the format set out in the PPA.
- 8.3. If the Selected Bidder fails to furnish the PBG(s) in accordance with this Clause 8, then MPUVNL shall have the right to forfeit the EMD of the Selected Bidder in accordance with Clause 7.7.
- 8.4. It may be noted that Successful Bidder shall submit the PBG(s) with a validity period up to (and including) the date set out in the relevant PPAs. On receipt and after successful verification of the total PBG(s) in the acceptable form, the bank guarantee submitted towards EMD shall be returned by MPUVNL to the Selected Bidder. It may be noted that the PPAs will be signed only upon successful verification of the PBG(s) submitted by the Solar Power Developer. Electronic bank guarantee (e-BG) is also acceptable against PBG(s) under this RFP. Prior to signing of PPA, in case of any shortfall in validity of the PBG(s), the same will be acceptable, subject to the condition that the PBG(s) validity is enhanced by the Solar Power Developer prior to expiry of validity of the PBG(s). The Selected Bidder may also be required to submit PBG(s) under other PPA(s), as specified therein.

- 8.5. The PBG(s) are required to be submitted in the name of the entity signing the PPA and in favour of the relevant Procurers. In case of PPA being eventually signed with the SPV incorporated/utilized by the Selected Bidder, the PBG(s) may be submitted in the name of the Selected Bidder at an earlier date, if the Bidder chooses to do so, and the same shall be replaced by the PBG(s) issued in the name of the SPV, prior to signing of PPA, subject to submission of board resolution from the Selected Bidder to transfer the Project to its SPV and board resolution from the SPV accepting the said Project from the Selected Bidder.
- 8.6. The PBG(s) may be encashed by the Procurer in terms of the PPA(s).
- 8.7. The PBGs have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 8.8. All expenditure towards execution of PBGs such as stamp duty etc. shall be borne by the Bidder/ Solar Power Developer. The PBG(s) submitted by the Selected Bidder shall be effective only when the PBG(s) issuance message is transmitted by the issuing bank through SFMS to Procurer's bank.
- 8.9. After the Bid Process is over, MPUVNL shall release the bank guarantee towards EMD of the unsuccessful Bidders within 15 (fifteen) days after the completion of e-Reverse Auction. The PBG(s) shall be returned to the Solar Power Developer as per the terms of PPA(s).

PART C. PREPARATION AND SUBMISSION OF BIDS

9. NUMBER OF BIDS

- 9.1 Each Bidder is permitted to submit only 1 (one) Bid.
- 9.2 No Bidder shall submit more than 1 (one) Bid, either individually or, with or through any other entity(ies), including its Associate/Affiliate. A Bidder who submits or participates in more than 1 (one) Bid shall cause all the Bids with the Bidder's participation to be disqualified.

10. COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bid Process. MPUVNL and its employees and advisors will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

11. LANGUAGE OF BID AND CORRESPONDENCE

- 11.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and MPUVNL shall be in English.
- 11.2 Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail. The translated literature shall be duly authenticated and self-certified. In case of: (a) foreign Bidders; or (b) Bidders who have relied on the credentials of foreign Associate/Affiliate, having submitted documents in any language other than English, then all such documents shall be translated in the English language by an approved translator and shall be consularized in the foreign Bidder's/foreign Associate/Affiliate's country. Supporting materials that are not translated into English may not be considered by MPUVNL.

12. PROPOSAL DUE DATE

- 12.1 The Proposal shall be submitted online on or before 5:00 PM (IST) or 1700 hours (IST) on the Proposal Due Date by uploading the Proposal on the E-bidding Portal. If any Proposal is received after the specified time on the Proposal Due Date, it shall be rejected and shall not be opened by MPUVNL.
- 12.2 MPUVNL may, at its discretion and for any reason, including to afford Bidders a reasonable time for taking an Addendum into account in preparing the Proposal, extend the Proposal Due Date for all Bidders by issuing a Corrigendum in accordance with Clause 6.1, in which case all rights and obligations of MPUVNL and the Bidders will thereafter be subject to the Proposal Due Date as extended.

13. VALIDITY OF BIDS

- 13.1 Each Proposal shall be valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date. The Tariff submitted by an Eligible Bidder during the Reverse Auction Process shall be valid for a period not less than 180 (one hundred and eighty) days from the

date of completion of the Reverse Auction Process. A Bid valid for a shorter period may be rejected as being non-responsive.

- 13.2 In exceptional circumstances, prior to the expiration of the Bid validity period, MPUVNL may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. Bidders who agree to extend the Bid validity shall also extend the validity of the EMD for an equivalent period. A Bidder may refuse to extend the Bid validity without forfeiture of its EMD. An extension of the Bid validity period will not, however, entitle a Bidder to modify its Bid.

14. CURRENCIES OF BID

All values with respect to a Tariff in the Proposal, including the bids submitted during the Reverse Auction Process should be stated in Paisa without any decimal. For illustration, a bid of INR 2.25 should be stated as 225 Paisa. It is further clarified that if a Bidder quotes any value with respect to the Tariff in the Proposal in decimals, then such values beyond decimal point will not be considered for the purposes of evaluation of the Proposal and preparation of ranking list. For illustration – a Tariff quote of 282.10 Paisa in the Proposal will be considered as 282 Paisa. Similarly, a Tariff quote of 282.80 Paisa will also be considered as 282 Paisa.

All other amounts in the Proposal that are related to Indian currency should be stated in Indian Rupees.

15. SUBMISSION OF BID

15.1 Online Bid

Each Bidder shall submit its Bid electronically on the E-bidding Portal, in accordance with the methodology set out at Schedule 2. Each Bid shall comprise of the Qualification Proposal and the Financial Proposal.

(a) *Qualification Proposal*

The Qualification Proposal shall contain the scanned copy of documents set out below, in a sequential manner:

- (i) Letter of Bid, in the form set out in Annex 1.
- (ii) In case of a Bidder being a Consortium, a power of attorney signed by all the Members of Consortium and duly acknowledged by the Lead Member, in the form set out in Annex 4.

If a Member of the Consortium (other than the Lead Member) is a foreign entity, then it can also submit a board resolution, passed by the board of directors of the foreign Member of the Consortium in place of the power of attorney for the purpose of fulfilling the requirements under this Clause 15.1 (a)(ii) provided such board resolution is sufficient (as confirmed in the corresponding legal opinion issued in connection with such board resolution) for such entity to irrevocably and unconditionally appoint the Lead Member to the same extent and for the same purposes as it would have had such entity

signed and issued the power of attorney set out in Annex 4 in favour of the Lead Member.

- (iii) The following board resolutions, passed by the board of directors of the Bidder, in the form set out in Annex 3 and certified by the Company Secretary or the director of the relevant Bidder:

- (A) board resolution from the Bidder, and in case of a Consortium, from the Lead Member, authorising the authorised signatory to sign the Bid;

[Note: For the avoidance of doubt, it is clarified that the Bidder may authorise an employee of its Affiliate to sign the Bid.]

- (B) board resolution from the Bidder, undertaking to invest in the SPV 100% (one hundred percent) of the equity requirement for developing the Project, if applicable; and

in case of a Consortium, board resolutions from each Member of the Consortium:

- (1) undertaking to invest in the SPV amounts proportionate to their respective Equity commitment, as set out in the JBA, in such a manner that the aggregate Equity investment meets the 100% (one hundred percent) of the Equity requirement for developing the Project; and

- (2) authorising a person to execute the JBA on behalf of the Member of the Consortium;

- (C) board resolutions from each Member of the Consortium, including the Lead Member, undertaking to contribute any additional amount which is over and above the Equity commitment of each Member of the Consortium, as specified in the JBA, which may be required for developing the Project.

- (D) board resolutions from the Associate/Affiliate, whose credentials have been relied upon by the Bidder or, in case of a Consortium, by a Member of the Consortium, undertaking to invest the entire amount committed by the Bidder or the Member of the Consortium, as the case may be, in the event of a failure of the Bidder or the Member of the Consortium, as the case may be, to make such investment.

Any board resolution submitted by a foreign entity as a part of the Qualification Proposal must be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the board resolution(s) is in compliance with the applicable laws of the respective jurisdictions of the Company passing the board resolution and the subject matters of the board resolution are true and valid. It is clarified that the legal opinion can be subject to customary assumptions,

provided that such assumptions do not qualify the substantive aspect of the legal opinion.

- (iv) In case of a Consortium, the JBA, in the form set out in Annex 5.
- (v) Letter of Financial Capacity, in the form set out in Annex 6, along with all requisite documents to be submitted in accordance with Clause 17.5.
- (vi) Certificate of incorporation of the Bidder and in case of a Consortium, of all the Members of the Consortium.
- (vii) If required as per Clause 3.3 above, a certificate required under the Office Memorandum, in the format set out in Annex 8.
- (viii) The detailed computation sheet by the Statutory Auditor/Chartered Accountant certifying the Net-worth of the Bidder.
- (ix) Receipt/proof of online payment made for Document Cost in accordance with Clause 23.3.
- (x) certificate from the statutory auditor of the Bidder certifying the shareholding of the Bidder (or in case of a Consortium, the relevant Member), including identifying its Direct Promoters, in the format set out in Annex 9.
- (xi) EMD, in accordance with Clause 7 and as per the format as set out in Annex 2.
- (xii) the format for disclosure, as per Annex 10.

MPUVNL has adopted the online only mode of Bid submission. However, the Selected Bidder shall be required to mandatorily submit the physical copy of the Covering Letter (as per format mentioned in Annex 1), EMD (in accordance with Clause 7 and as per the format as set out in Annex 2), unless the Bidder is submitting e-BG as EMD, Annex 4 (if applicable) and Annex 5 (if applicable) to MPUVNL within 3 (three) days of Bid Submission. MPUVNL reserves the right to reject the Bid and encash the EMD in accordance with Clause 7 if the Selected Bidder fails to submit the abovementioned original documents in accordance with the timelines mentioned in this Clause 15.1(a). Further, MPUVNL reserves the right to request Bidder for seeking additional details/documents for the qualification purposes.

(b) ***Financial Proposal***

The Bidder shall submit its Financial Proposal and fill the Tariff for the Project in the ElectronicForms provided on the E-bidding Portal. the Tariff to be quoted in the ElectronicForms should be stated in Paisa without any decimal.

- (c) For submission of the Qualification Proposal and the Financial Proposal, the E-bidding Portal will provide the following categories, in which the Bidders will be required to submit their Proposals by providing the relevant information and uploading the relevant documents forming part of the Proposal:

- (i) **ElectronicForms:** Bidders will be required to provide relevant information, as sought on the E-bidding Portal, by filling such information in the relevant section of the ElectronicForms and encrypting the data with ElectronicEncrypter™. After filling all sections, the Bidder should preview the filled ElectronicForms, digitally sign the content, and submit the ElectronicForms.
- (ii) **Main-Bid:** After submitting the ElectronicForms, in accordance with Clause 15.1(c)(i) above, the Bidders are required to submit the following documents forming part of the Qualification Proposal and the Financial Proposal in the relevant section of the Main-Bid for the Qualification Proposal and the Financial Proposal.

Qualification Proposal: The documents set out in:

- (A) Clause 15.1(a)(i), i.e., the Letter of Bid in the form set out in Annex 1; and
- (B) Clause 15.1(a)(v) and Clause 15.1(a)(ix), i.e.:
 - (1) the Letter of Financial Capacity, in the form set out in Annex 6; and
 - (2) the detailed and separate computation sheet by the Statutory Auditor / Chartered Accountant certifying the Net-worth (it is clarified that all other requisite documents to be submitted in accordance with Clause 17.5, must be submitted in the Bid-Annexures section, discussed below at Clause 15.1(c)(iii)).

Financial Proposal: The document set out in Clause 15.1(b), i.e., the Financial Proposal, in the format set out in Annex 7.

- (iii) **Bid-Annexures:** All documents which are listed in Clause 15.1(a) and Clause 15.1(b), and which are not expressly required to be uploaded in the Main-Bid section, as set out in Clause 15.1(c)(ii) above, will be required to be uploaded in the section titled 'Bid-Annexures' on the E-Bidding Portal.
- (d) The Bidders shall be required to submit correct, valid and operative Pass-Phrases to decrypt the Qualification Proposal and the Financial Proposal in following manner:

Online Submission of Pass-Phrases through E-mail: The Bidder may email the Pass-Phrases of the Qualification Proposal to MPUVNL at resco4.mpuvn@gmail.com after the 'last date and time of receipt of bids' (as set out under Schedule-1), and before 9 A.M. on the date of opening of the Qualification Proposal.

Similarly, for the Financial Proposal, the Bidder may email the Pass-Phrase of the Financial Proposal to MPUVNL at resco4.mpuvn@gmail.com after the Bidder has received official communication from MPUVNL about its Bid being found responsive in Qualification Proposal and being invited for the opening of the Financial Proposal,

and before 9 A.M, on the date of opening of the Financial Proposal as given in the official communication from MPUVNL.

Please note that if the Pass-Phrases are submitted to any email address other than the above-mentioned email address, then such Pass-Phrases will not be considered for opening.

PART D. EVALUATION OF PROPOSALS

16. DETERMINATION OF RESPONSIVENESS OF QUALIFICATION PROPOSALS

16.1 MPUVNL will examine the Qualification Proposals to determine whether the Qualification Proposals are 'responsive' to the requirements of the RFP by checking:

- (a) whether they have been submitted by the Proposal Due Date;
- (b) whether they are complete and all documents comprising the Qualification Proposal have been submitted in their prescribed format;
- (c) whether the documents have been properly signed;
- (d) in case of a Consortium, whether the JBA has been signed by all Members;
- (e) whether the Document Cost and the power of attorney (if applicable) have been submitted;
- (f) whether the Qualification Proposals are generally in order including whether all documents have been submitted in the prescribed format; and
- (g) whether the EMD has been submitted in accordance with Clause 7 and Clause 15.

In the event that any Bidder is found to be disqualified in accordance with the terms of the Bid Documents or if any Qualification Proposal is found to be non-responsive or not meeting the Financial Capacity, the Qualification Proposal will be rejected by MPUVNL and not be considered for further evaluation.

16.2 If any information furnished by a Bidder is found to be incomplete or contained in formats other than those specified in the RFP, MPUVNL may, in its sole discretion, exclude such information for the purposes of determining whether the Bidder will meet the Financial Capacity. Alternatively, MPUVNL may request the Bidder, from time to time while evaluating the Qualification Proposals, to submit necessary information or documentation, within a reasonable period of time, to rectify non-material omissions related to documentation requirements. Such clarifications or information provided by the Bidder will be taken into account by MPUVNL while evaluating the Qualification Proposal, and it may qualify the Bidder on the basis of such clarifications or information provided, read along with its Qualification Proposal. If the Bidder does not provide clarifications sought under this Clause 16.2 within a specified period of time, its Qualification Proposal may be rejected as non-responsive. If the Qualification Proposal is not rejected, MPUVNL may proceed to evaluate the Qualification Proposal by construing the particulars requiring the clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of MPUVNL.

16.3 Where any information is found to be patently false or amounting to a material misrepresentation, MPUVNL reserves the right to reject the Bid and forfeit the EMD in accordance with Clause 7.

17. EVALUATION OF QUALIFICATION PROPOSALS

- 17.1 MPUVNL will determine to its satisfaction whether Bidders have submitted responsive Qualification Proposals and are eligible, as well as whether they meet the Financial Capacity requirement in accordance with Clause 17.5.
- 17.2 The determination of Financial Capacity will be based upon an examination of the documentary evidence submitted by the Bidders and any additional information which MPUVNL may receive or request from a Bidder to support such evidence.
- 17.3 An affirmative determination will be a prerequisite for MPUVNL to qualify Bidders for the opening and evaluation of the Financial Proposals.
- 17.4 After the completion of evaluation of the Qualification Proposals, MPUVNL will notify Bidders whether they are qualified for the next stage for having their Financial Proposals opened and evaluated.
- 17.5 **Financial Capacity**
- (a) For demonstrating its financial capacity (**Financial Capacity**), Bidders are required to have a minimum Net Worth of INR 80,30,000 (Indian Rupees Eighty Lakh Thirty Thousand Only). A Bidder is permitted to rely on the Net Worth of its Associate(s)/Affiliate(s), either wholly or in part, for demonstrating its Financial Capacity. In such cases, the Bidder shall be required to submit a board resolution of the Associate(s)/Affiliate(s) whose financial credentials are being relied upon by the Bidder to demonstrate the Financial Capacity, resolving to undertake to invest the entire Equity funding committed by the Bidder and to submit the bank guarantees required under the PPA, in case the Bidder fails to do so.
 - (b) The calculation of the Net Worth must be based on the unconsolidated audited annual accounts in case of a Bidder and, if relevant, an Associate/Affiliate. Provided that if a Bidder is relying on its Associate's/Affiliate's experience in accordance with Clause 17.5(a) and where such Bidder Controls such Associate/Affiliate, then the Net Worth will be calculated based on the audited consolidated annual accounts of the Bidder and of such Associate/Affiliate.
 - (c) For the purpose of the computation of the Net Worth of Companies incorporated on or before 1 April 2023, Bidders will be required to submit unconsolidated audited annual accounts of the Financial Year ending on 31 March 2024 (or immediately preceding Calendar Year or the accounting years as adopted by the foreign Bidder, for which the Bidder is mandated to have the annual accounts audited as on the Proposal Due Date in accordance with the laws of the respective country), along with a certificate from a chartered accountant to demonstrate the fulfilment of the criteria set out in this Clause 17.5.
 - (d) Notwithstanding, Clause 17.5(c), the Net Worth requirement for demonstrating the Financial Capacity, both for Companies incorporated on or before 1 April 2023 as well as new Companies (i.e., those incorporated after 1 April 2023), can also be met by the Bidder, as on the day not more than 7 (seven) days prior to the Proposal Due Date. In

order to meet this requirement, the Bidder must submit a certificate from a chartered accountant certifying the Net Worth on the date not more than 7 (seven) days prior to the Proposal Due Date, along with copies of the provisional audited accounts with balance sheet, profit & loss account, schedules and cash flow statement certified by the chartered accountant.

(e) ***For Consortia***

In case of a Consortium, the Financial Capacity must be met individually or collectively by all Members of the Consortium, subject to the Lead Member demonstrating at least 51% (fifty one percent) of the Net Worth required for qualification. Provided, further, that if the Bidder is subsequently declared the Selected Bidder, then the Member(s) of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, must hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise by the Procurer.

The Net Worth of each Member of the Consortium, including the Lead Member, will be computed in accordance with the methodology set out above in this Clause 17.5.

- 17.6 The minimum number of Qualified Bidders should be at least 2 (two) for the Bid Process to proceed. If the number of Qualified Bidders is less than 2 (two), MPUVNL has the right, in its sole discretion, to cancel the Bid Process and/or ask for fresh Bids to be submitted.

18. DETERMINATION OF RESPONSIVENESS OF FINANCIAL PROPOSALS

- 18.1 Prior to evaluation of the Financial Proposals of the Qualified Bidders, MPUVNL will examine the Financial Proposals to determine whether they are complete, generally in order, provided in the specified format and are otherwise substantially responsive to the requirements of the Bid Documents.
- 18.2 If any Financial Proposal is found to be non-responsive to the requirement of the Bid Documents, such Financial Proposal will be rejected by MPUVNL and not be considered for further evaluation.

19. EVALUATION OF FINANCIAL PROPOSALS

- 19.1 MPUVNL will carry out an evaluation and comparison of the Financial Proposals of the Qualified Bidders and will rank the Qualified Bidders in accordance with the criteria set out in this Clause 19 to identify Eligible Bidders who will be allowed to participate in the Reverse Auction Process and also to identify the Best Quote for the Project.
- 19.2 **Eligible Bidders for Reverse Auction Process**

The Tariff (in Paisa) quoted by the Qualified Bidder in its Financial Proposal will be used for identifying for Eligible Bidders. It is clarified that the Tariff will be considered in whole numbers and without a decimal in place, by rounding up the first decimal if it is 5 (five) or above and rounding down the first decimal if it is below 5 (five).

If the number of Qualified Bidders eligible to Bid is more than 12 (twelve), then, subject to the proviso below, 2 (two) Qualified Bidders with the highest Tariffs will be eliminated from participating in the Reverse Auction Process and all other Qualified Bidders will be eligible for participation in the Reverse Auction Process (**Eligible Bidders**). Such elimination shall be done in the manner set out below, so that the remaining Eligible Bidders are not less than 12 (twelve) in number. If the number of Qualified Bidders is 13 (thirteen), then only 1 (one) Qualified Bidder shall be eliminated. However, if the number of Qualified Bidders is higher than 13 (thirteen) then 2 (two) Qualified Bidders shall be eliminated.

Provided that if the Tariff of either or both of the Qualified Bidders with the highest Tariffs is within a range of up to 5% (five percent) of the lowest Tariff, then such Qualified Bidder(s) shall not be eliminated; or

If 2 (two) or more Qualified Bidders identified for elimination have quoted the same Tariff, then none of these Qualified Bidders would be eliminated.

19.3 **Preparation of Ranking List**

A ranking list will be prepared by separately listing the Tariffs quoted by each Eligible Bidder.

Each entry in the ranking list will have a Tariff and an Eligible Bidder's name or the Eligible Bidder's pseudo identity.

The ranking list is prepared in order of the Tariff, as the first ranking criteria, and the Net Worth of the Bidder, as the second ranking criteria.

For the sake of clarity:

- (a) The lowest Tariff across all Eligible Bidders will be ranked the highest, i.e., Rank 1 and so on; and
- (b) The second ranking criteria is used to break a tie resulting from the first ranking criteria (i.e., to decide inter-se ranking between two quotes at the same Tariff). A Bidder having a higher Net Worth is ranked higher.

If 2 (two) quotes at the same Tariff, are from Bidders who have the same Net Worth, then the ranking will be determined through a draw of lots.

19.4 **Identification of Best Quotes**

The lowest Tariff for the Project will be identified as the best quote (**Best Quote**). The Best Quote will be based on the ranking list prepared in accordance with Clause 19.3.

PART E. REVERSE AUCTION PROCESS

20. REVERSE AUCTION PROCESS

20.1 Intimation of Date and Time of Reverse Auction

MPUVNL shall, prior to the date of conducting the Reverse Auction Process, inform all the Eligible Bidders through e-mail regarding the date and time of the Reverse Auction Process and notifying them of being eligible to participate in the Reverse Auction Process.

Once the e-Reverse Auction window of the E-bidding Portal is configured, Eligible Bidders can log on to the E-bidding Portal and view salient aspects of the Reverse Auction window on the E-bidding Portal (e.g., Best Quote, minimum bid decrement value). Further, each Eligible Bidder would be able to see capacity for which that Eligible Bidder is qualified.

MPUVNL will also send a separate e-mail to all the Eligible Bidders notifying the start time of the Reverse Auction Process, along with the capacity for which such Eligible Bidder is qualified. Eligible Bidders will be able to login into the 'e-ReverseAuction Bidding Room' on the E-bidding Portal 15 (fifteen) minutes before the scheduled commencement time of the Reverse Auction Process.

20.2 Process

- (a) At the start of the Reverse Auction Process, the auction window of each Eligible Bidder will display the following information:
 - (i) the Best Quote, as identified in accordance with Clause 19.4 for the Project. It is clarified that the Best Quote for the Project will be displayed as the 'Start-Price' of that Project;
 - (ii) the latest tariff quoted by the Eligible Bidder; and
 - (iii) separate input spaces in which the Eligible Bidder can enter its new quote.
- (b) During the Reverse Auction Process, as the Eligible Bidders submit their bids, the auction window of each Eligible Bidder will display the then prevailing lowest Tariff and the list of all Eligible Bidders with the following details: pseudo identity and last quoted tariff.
- (c) It is clarified that at an Eligible Bidder can enter a Tariff only if such Tariff is lower than the then prevalent lowest Tariff for the Project. It is further clarified that no upward revision of the last quoted Tariff will be allowed.
- (d) From the commencement of the Reverse Auction Process, until the last quoted Tariff for the Project reaches a value which is 10% (ten percent) lower than the Best Quote (which will be referred to as 'Reserve-Price' on the auction screen on the E-bidding Portal), the decrement value will be a minimum of INR 0.01 (One Paisa) or multiples thereof. Once the lowest quoted Tariff for the Project reaches a value which is 10%

(ten percent) lower than the Best Quote, then the minimum decrement value will automatically change to INR 0.001 (0.1 Paisa) or multiples thereof.

For illustration, if the Best Quote is 300 Paisa, then an Eligible Bidder could submit its first bid during the Reverse Auction Process of a maximum value of 299 Paisa, or any other lower value such as 298 Paisa, 297 Paisa etc. However, once the last quoted Tariff reaches 270 Paisa (i.e., the value which is 10% (ten percent) lower than the Best Quote of 300 Paisa), then the minimum decrement value will automatically change to 0.10 Paisa for all the eligible bidders and then the next bid of the Bidder could be 269.9 Paisa or 269.8 or any other lower value.

It is clarified that the maximum decrement value allowed at any time during the Reverse Auction Process shall be INR 0.99 (Ninety-Nine Paisa).

- (e) The initial auction period will be of 1 (one) hour with a provision of auto extension by 10 (ten) minutes from the scheduled/extended closing time if a Tariff lower than the prevalent lowest Tariff is quoted by any Eligible Bidder in last 10 (ten) minutes of the reverse auction period or extended reverse auction period. If no such bid is received during the last 10 (ten) minutes of the reverse auction period or extended reverse auction period, the Reverse Auction Process will end.

20.3 Selection of Successful Bidders

- (a) After the completion of the Reverse Auction Process, the Eligible Bidder with the last lowest quoted Tariff will be awarded the Project. If at the end of the Reverse Auction Process, no bids are received from any of the Eligible Bidders, the Eligible Bidder with the Best Quote, as identified in accordance with Clause 19.4, will be awarded the Project.
- (b) The Tariff at which the Project is awarded to the Eligible Bidder will be the Tariff applicable to the Project, in accordance with the Power Purchase Agreement.

20.4 Other terms and conditions applicable to Reverse Auction Process

- (a) The Reverse Auction Process will be conducted by MPUVNL online and Bidders will participate in the Reverse Auction Process remotely from their respective locations. Bidders will be responsible to ensure uninterrupted and adequate internet connectivity during the Reverse Auction Process. Bidders are also required to acquaint themselves with other terms and conditions provided on the E-bidding Portal.
- (b) MPUVNL will not entertain or accept any request for extension of time during the Reverse Auction Process. Bidders are, therefore, requested to make all the necessary arrangements/ alternatives as may be required to ensure their successful participation in the Reverse Auction Process. Failure of power or loss of internet connectivity at the premises of Bidders during the Reverse Auction Process cannot be the cause for failure to participate in the Reverse Auction Process. MPUVNL shall not be responsible or liable for such eventualities.

- (c) Bidders are advised to ensure that they are fully trained and aware of the manner in which the E-bidding Portal operates and also clarify all their doubts regarding issues such as refreshing of screen, auction rules etc.
- (d) MPUVNL will not be liable to Bidders or any other party for any interruption or delay in access to the E-bidding Portal irrespective of the cause. In such cases, the decision of MPUVNL shall be binding on the Bidders.
- (e) Bidders should also note that:
 - (i) Although auto extension time is 10 (ten) minutes, there is a time lag between the actual placing of the bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to MPUVNL. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid last minute submission of Tariff during the Reverse Auction Process.
 - (ii) Technical and other non-commercial queries (not impacting price) can only be routed to the MPUVNL contact personnel indicated in the RFP.
 - (iii) Order finalization and post order activities such as issue of LOA, signing of the PPA etc. would be transacted directly between the Selected Bidder, MPUVNL and the Procurer.
 - (iv) LOA may be placed outside the E-bidding Portal and further processing of the LOA may also be outside the E-bidding Portal.
 - (v) In case of any technical problem faced by the Bidders during the Bidding Process, Bidders are advised to contact the person(s) mentioned in Schedule 2.
 - (vi) Bidders are advised to take training as scheduled by MPUVNL to avoid any confusion regarding the Bid Process.
 - (vii) MPUVNL will not be responsible for any computer configuration/java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of computer at Bidder's end.
 - (viii) Bidders may note that it may not be possible to extend any help, during the Reverse Auction Process, over phone or in person in relation to rectification of personal computer / internet / java related issues and Bidder may lose the chance of participation in the auction.

PART F. LOA AND SIGNING OF PPA

21. LOA

- 21.1 After determination of the Selected Bidder in accordance with Clause 20.3, MPUVNL will issue the LOA to the Selected Bidder in duplicate. The Selected Bidder will, within ten (ten) days of receipt of the LOA, sign and return, as acknowledgement, the duplicate copy of the LOA. If the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, MPUVNL may, unless it consents to an extension, without prejudice to any of its rights under the Bid Documents or law, withdraw the LOA and forfeit the EMD of the Selected Bidder on account of failure of the Selected Bidder to acknowledge the LOA and exercise one of the rights available to it under Clause 25.2. MPUVNL will, no later than 90 (ninety) business days from the acceptance of LOA by the Selected Bidder, ensure the execution of PPA.

22. SIGNING OF PPA

- 22.1 The Selected Bidder or its Affiliate, or the SPV formed by the Selected Bidder or its Affiliate, as the case may be, will execute the PPAs for the Project upon satisfying the following conditions:
- (a) sign and return, as acknowledgement, the duplicate copy of the LOA;
 - (b) submit the PBG(s), in accordance with the provisions of the relevant PPA(s); and
 - (c) submit the charter documents of the Selected Bidder, or the SPV formed by the Selected Bidder, as the case may be, including memorandum of association and articles of association, highlighting the object clause relating to power/electricity generation or developing renewable energy or the Project.

If the Selected Bidder fails to fulfil the above conditions set out in this Clause 22 within the timelines prescribed in the LOA, then MPUVNL may, unless it consents to an extension, without prejudice to any of its rights under the Bid Documents or law, withdraw the LOA and encash the EMD of the Selected Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and exercise one of the rights available to it under Clause 25.2.

If the Selected Bidder fulfils the above conditions set out in this Clause 22 but fails to execute the PPA within the timelines stipulated by MPUVNL, then MPUVNL may, unless it consents to an extension, without prejudice to any of its rights under the Bid Documents or law, cancel the LOA and encash the EMD of the Selected Bidder on account of failure of the Selected Bidder to execute the PPA with the timelines stipulated by MPUVNL, and exercise one of the rights available to it under Clause 25.

Unless otherwise provided for in this RFP, the Selected Bidder will not be entitled to seek any deviation in the PPA.

The Selected Bidder will bear all costs associated with signing of all the PPA, including payment of any stamp duty, registration charges, etc. MPUVNL or Procurer will not be responsible or liable for any costs in relation to signing of the PPA.

PART G. MISCELLANEOUS

23. BID DOCUMENTS

- 23.1 The Bid Documents must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bid Documents, the Bidder must inform MPUVNL at the earliest. MPUVNL will then direct the Bidders regarding the interpretation of the Bid Documents.
- 23.2 The Bidders, after registering themselves on the E-bidding Portal in accordance with the procedure set out at Schedule 2, must download the Bid Documents from the E-bidding Portal. MPUVNL is not responsible for the completeness of the Bid Documents if they are not procured in accordance with this Clause 23.2.

23.3 Document Cost

The Bidders shall pay to MPUVNL a non-refundable Document Cost of INR 25,000 (Indian Rupees Twenty-Five Thousand Only) exclusive of applicable taxes. It is clarified that only the Bidders who have paid the Document Cost shall be provided access to the information and documents uploaded on the data room on the E-Bidding Portal. The Document Cost shall be paid to MPUVNL through NEFT/RTGS/IMPS in favour of Madhya Pradesh Urja Vikas Nigam Limited. The account details for NEFT/RTGS/IMPS are provided as hereunder:

Name of Payee: Madhya Pradesh Urja Vikas Nigam Limited
Bank and Branch Details: ICICI Bank, Shivaji Nagar Branch Bhopal
Account Number: 656501700049
IFSC Code: ICIC0006565
MPUVNL PAN No. (if applicable): AABCM1097M

After making the above payment, the Bidders shall also share the confirmation of payment along with organization ID on E-Bidding Portal, through e-mail on resco4.mpuvn@gmail.com. The access shall be provided only after MPUVNL has received the confirmation of payment.

It is clarified that the Document Cost, set out in this Clause 23.3 above, is over and above the 'registration fee' payable online by the Bidders to ISN-ETS, in accordance with Clause 2.2.

- 23.4 Subject to the provisions of Clause 23.5 below, this RFP is not transferable.
- 23.5 An authorised user of the Bidder (and of the Lead Member, in case of a Consortium) should register on the E-bidding Portal and such authorised user should download the RFP. It is important to note that only the authorized user should submit the Bids.

In case of a Consortium, if it is required by the Lead Member to involve a user of one of the Member of the Consortium for any of the activities on the E-bidding Portal, then the concerned user of the Lead Member can create a 'User Profile' on the E-bidding Portal of such user of the Member of the Consortium.

24. ACKNOWLEDGEMENT BY BIDDER

- 24.1 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bid Documents (including all instructions, forms, terms and specifications) and any other information provided by MPUVNL in the Bid Documents or pursuant to this RFP and that the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFP in any respect will be at the Bidder's risk and may result in rejection of the Bid;
- (b) received all relevant information requested from MPUVNL;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of MPUVNL;
- (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, for the development of the Project and performance of its obligations under the PPA;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from MPUVNL, or a ground for termination of the PPA;
- (f) agreed to be bound by the undertakings provided by it under and in terms of this RFP and the PPA and comply with the "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg" and its subsequent amendments and clarifications. The Selected Bidder must ensure that the modules procured for the Project should have been included in the ALMM list-I valid on the date of invoicing of such modules;
- (g) read and understood the office memorandum number 283/3/2018-GRID SOLAR dated 9 March 2021 issued by MNRE through which it has notified the imposition of basic customs duty on solar modules and solar cells with effect from 1 April 2022. The Bidder has acknowledged and has taken due cognizance of the basic custom duty trajectory specified under the abovementioned office memorandum while submitting the Bid. It is clarified that the imposition of basic customs duty through the abovementioned office memorandum will not be construed as a change in law event for this Project; and
- (h) acknowledged and agreed to be bound by the Office Memorandum (*defined in the definition section*) and its subsequent amendments and clarifications.

25. RIGHTS OF MPUVNL

25.1 MPUVNL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;

- (b) consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Financial Capacity requirement at any stage of the Bid Process;
- (c) retain any information, documents and/or evidence submitted to MPUVNL by and/or on behalf of any Bidder;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
- (e) reject a Bid, if:
 - (i) at any time, a material misrepresentation or incorrect or false information is made or uncovered;
 - (ii) the Bidder in question does not provide, within the time specified by MPUVNL, the supplemental information sought by MPUVNL for evaluation of the Bid; or
 - (iii) the Bid does not meet the validity requirement as set out in Clause 13.1 of the RFP; or
- (f) accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders. If MPUVNL annuls the Bid Process and rejects all Bids, it may, in its sole discretion, invite fresh Bids from all the Qualified Bidders.

25.2 If MPUVNL exercises its right under the Bid Documents to reject a Bid and consequently an Eligible Bidder which, during the Reverse Auction Process, quoted the lowest Tariff for the Project gets disqualified or rejected, then MPUVNL reserves the right to take any such measure as may be deemed fit in the sole discretion of MPUVNL, including inviting fresh Bids from the Qualified Bidders or annulling the Bid Process.

25.3 If it is discovered during the Bid Process, at any time before signing the PPA or after their execution and while they are in force, that the Financial Capacity requirement has not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:

- (a) such Bidder shall be disqualified forthwith, if not declared as the Selected Bidder by the issuance of the LOA; or
- (b) the LOA shall be liable to be cancelled or the PPA shall be liable to be terminated forthwith if such Bidder has been declared as the Selected Bidder. MPUVNL shall not be liable in any manner whatsoever to such Bidder for such cancellation or termination.

MPUVNL will have the right to forfeit the EMD, and if after the execution of the PPA the Procurer shall have the right to forfeit and appropriate the PBG, as a mutually agreed genuine pre-estimate of the loss suffered by MPUVNL or Procurer, as the case may be, for, amongst others, MPUVNL's or the Procurer time, cost and efforts. Such forfeiture will be without

prejudice to any other right or remedy that MPUVNL may have under the Bid Documents and the Procurer may have under the PPA or applicable law.

26. CORRESPONDENCE WITH BIDDERS

Save as expressly provided in these Bid Documents, MPUVNL will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

27. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

27.1 Proprietary Data

All documents and other information provided by MPUVNL or submitted by a Bidder to MPUVNL will remain or become the property of MPUVNL. Bidders are required to treat all information provided by MPUVNL in the RFP and other Bid Documents as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

27.2 Confidentiality Obligations of MPUVNL

MPUVNL will treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. MPUVNL may not divulge any such information or any information relating to the evaluation of the Bids or the Bid Process, unless:

- (a) such publication is contemplated under these Bid Documents; or
- (b) such publication or disclosure is made to any Person who is officially concerned with the Bid Process or is a retained professional advisor advising MPUVNL or the Bidder on matters arising out of or concerning the Bid Process; or
- (c) such publication is made for promoting the Project, including the names of Bidders that participated in the Bid Process and the Tariff quoted by them; or
- (d) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
- (e) such publication is to enforce or assert any right or privilege of the statutory authority and/or MPUVNL or as may be required by law (including under the Right to Information Act, 2005); or
- (f) in connection with any legal process.

28. FRAUD AND CORRUPT PRACTICES

- 28.1 Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, MPUVNL may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an

agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

28.2 Without prejudice to the rights of MPUVNL under Clause 28.1 above, if a Bidder is found by MPUVNL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by the GoMP or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the GoMP, from the date such Bidder is found by MPUVNL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

28.3 For the purposes of this Clause 28, the following terms will have the meanings given to them below:

(a) **corrupt practice** means:

- (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the GoMP or MPUVNL who is or has been associated in any manner, directly or indirectly, Project with the Bid Process or has dealt with matters concerning the Project or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the GoMP or MPUVNL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
- (ii) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of all the PPA, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or any of the PPA, who at any time has been or is a directly or indirectly appointed legal, financial or technical advisor of the GoMP or MPUVNL on any matter concerning the Project.

For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Associate/Affiliate in the past but its assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the RFP. Nor will this restriction apply where such adviser is engaged after a period of 2 (two) years from the date of signing of all the PPA;

- (b) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- (c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;

- (d) **undesirable practice** means: (i) establishing contact with any Person connected or employed or engaged by MPUVNL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a Conflict of Interest, as defined in the RFP; and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

29. GOVERNING LAW AND JURISDICTION

29.1 Governing Law

The Bid Process, the Bid Documents and the Bids shall be governed by, and construed in accordance with, the laws of India.

29.2 Exclusive Jurisdiction

The competent courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process and the RFP.

SCHEDULE 1

SCHEDULE OF BID PROCESS

MPUVNL shall endeavor to adhere to the following schedule to conduct the Bid Process:

| S. No. | Event Description | Dates for the Project |
|--------|--|-----------------------|
| 1 | Start of registration, downloading of the RFP, access to Data Room | 19.02.2025 |
| 2 | Pre-Bid Meeting 1 | 25.02.2025 |
| 3 | Last date for receiving written queries from Bidders | 01.03.2025 |
| 4 | Response to queries | 05.03.2025 |
| 5 | Pre-Bid Meeting 2 | 10.03.2025 |
| 6 | Last date for receiving written queries from Bidders | 12.03.2025 |
| 7 | Response to queries | 15.03.2025 |
| 8 | Last date of registration | 01.04.2025 |
| 9 | Proposal Due Date | 01.04.2025 |
| 10 | Hard Copy submission of Bid Document | 04.04.2025 |
| 11 | Qualification Proposal Opening | 04.04.2025 |
| 12 | Financial Proposal Opening | 15.04.2025 |

Note:

- 1. The timings for some of the above-mentioned events/deadlines will be displayed on the ETS Portal. The timings for events not displayed on the portal shall be communicated separately.*
- 2. Date and Time of Reverse Auction Process, Issuance of LOA and Signing of PPA shall be communicated separately.*

SCHEDULE 2

E-BIDDING PORTAL

(Special Instructions to Bidders specific to E-Bidding Portal)

1. General

The information set out in this Schedule 2 regarding e-bidding supplements the information provided in Section II of the RFP. For participating in the Bid Process online, it is recommended that Bidders should carefully read the instructions set out in this Schedule 2.

For conducting e-bidding (or electronic tendering), MPUVNL has decided to use the portal <https://www.bharat-electronictender.com>, through ISN-ETS. This portal is based on a 'secure' and 'user friendly' software from ElectronicTender®, also referred to as ElectronicTenderSystem® (ETS).

The instructions in this Schedule 2 are supplemented with more detailed guidelines on the relevant screens of the ETS.

2. E-Bidding Methodology

Sealed Bid System: Single-Stage Two Envelope

Auction: The sealed bid system would be followed by an 'e-Reverse Auction'

3. Broad Outline of Activities from Bidder's Perspective:

- (a) Procure a Class- III Digital Signing Certificate (DSC).
- (b) Register on ElectronicTenderSystem® (ETS) (i.e., <https://www.bharat-electronictender.com>).
- (c) Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- (d) View Notice Inviting Tender (NIT) on ETS.
- (e) For this tender - assign Tender Search Code (TSC) to a MA.
- (f) Download official copy of Bid Documents from ETS. Note: Official copy of Bid Documents is distinct from downloading 'Free Copy of Bid Documents'. To participate in a tender, it is mandatory to procure official copy of Bid Documents for that tender.
- (g) Clarification to Bid Documents on ETS.
 - Query to MPUVNL (Optional);
 - View response to queries posted by MPUVNL.
- (h) Bid-Submission on ETS.

- (i) Attend Public Online Tender Opening Event (TOE) on ETS - Opening of relevant Bid-Part (Qualification/ Technical-Part).
- (j) Post-TOE (i.e., Post Qualification/ Technical-Part) Clarification on ETS (Optional) - Respond to MPUVNL Post-TOE queries.
- (k) Attend Public Online Tender Opening Event (TOE) on ETS - Opening of relevant Bid-Part (i.e., Financial-Part).
- (l) Post-TOE (i.e., Post Financial-Part) Clarification on ETS (Optional) - Respond to MPUVNL Post-TOE queries.
- (m) Participate in e-ReverseAuction on ETS if determined to be 'Eligible' in accordance with the provisions of the RFP.

4. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class - III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA). Please also refer to CCA's website (<http://www.cca.gov.in>) for further information in this regard.

5. Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. If the Bidder already has a valid registration from his prior use of ETS, then the Bidder does not need to make any further tender specific registration. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the E-Bidding website/portal, and click on the 'Supplier Organization/Bidder' link under 'Registration' (on the Home Page), and follow further instructions as given on the E-Bidding Portal. Bidders are also required to pay the requisite annual registration fee to ISN-ETS for registering on the E-Bidding Portal (in this regard, please see Clause 2.2 of the RFP).

After successful submission of registration details and Annual Registration Fee, please contact ETI/ ETS Helpdesk (as given below), to get your registration accepted/activated.

6. Important Note

- (a) Suppliers/ Bidders interested in participating in the Bid Process must download the official copy of the RFP and other Bid Documents after login into the E-bidding Portal by using the login ID and password created during the registration process.
- (b) An authorised user of the Lead Member of a Consortium should register on the E-Bidding Portal and the concerned authorised user of the Lead Member should download the Official Copy of the RFP (i.e., Tender Documents). It is important to note that only an authorized user of the Lead Member should submit the Bids. If it is required by the Lead Member to involve a user of one of the Consortium Members for any the activities on the E-Bidding Portal, then the concerned user of the Lead Member

can create a User Profile of such user of the Consortium Member. For any help in this regard kindly contact ISN-ETS /ETS Helpdesk. Only if the Bidder is not satisfied with the response from ISN-ETS, the Bidder may contact MPUVNL.

| ISN-ETS/ETS Helpdesk | |
|-----------------------------|---|
| Telephone/ Mobile | Customer Support: +91-124-4229071/ 72 From Monday to Friday from 10 AM to 6 PM (except Government Holiday) Emergency Contact Number: +91-8287663763 |
| E-mail ID | support@isn-ets.com |

| MPUVNL's Contact | |
|--------------------------|---|
| Contact Person | Mr. Ajay Shukla, Executive Engineer Mr. Saurabh Sachan, Assistant Engineer |
| Telephone/ Mobile | +91-755-2553595 [between 10:00 hrs to 18:00 hrs on working days] |
| E-mail ID | resco4.mpuvn@gmail.com saurabh.sachan@mp.gov.in |

- (c) To minimize teething problems during the use of ETS (including the registration process), it is recommended that the Bidder should review the instructions given under 'ETS User-Guidance Center' located on the ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.
- (d) Please note that even after acceptance of Bidder's registration by ISN-ETS, to respond to a tender you will also require time to complete activities related to Bidder's organization, such as creation of users, assigning roles to them, etc.

7. Some bidding related information for this tender (Sealed Bid)

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes:
 - Envelope I Technical Part [Qualification Proposal as mentioned in Clause 15.1(a)];

- Envelope II Financial Part [Financial Proposal as mentioned in Clause 15.1 (b)];
- Submission of digitally signed copy of Bid Documents/ Addendum.

8. General Help for Bid-Preparation and Bid-Submission

Bid Submission in ETS has comprehensive facilities which allow duly authorized users of a Bidder organization to prepare and submit bids in a highly secure manner.

Depending upon the instructions of the Buyer organization, Bid Submission would typically consist of submissions as outlined below.

- Digitally Signed and Encrypted Bid-Parts (or Bid-Envelopes, viz, Qualification/ Technical-Part, Financial-Part). Each Bid-Part would consist of the following:

- ElectronicForms: For each Bid-Part, the Bidder would be required to submit bid-summary of the tender in innovatively built, tender-specific 'ElectronicForms'. The Bidder should fill in various sections of the ElectronicForms, encrypt the data with ElectronicEncrypter™ in a highly secure manner, and submit it to ETS. After all sections are filled, the Bidder should preview the filled ElectronicForm, digitally sign the content, and submit the ElectronicForm.
- Main-Bid (Mandatory): Once the ElectronicForm for a Bid-Part is digitally signed and submitted, the bidder can encrypt the corresponding 'Main-Bid' (i.e., a single file containing 'sensitive details' of that Bid-Part) with ElectronicEncrypter™ in a highly secure manner, digitally sign and upload the encrypted 'Main-Bid' to ETS. Maximum file size of 'Main-Bid' on this e-procurement portal is 10 MB. File formats allowed for 'Main-Bid' are -- .ZIP, .DOC, .DOCX, .XLS, .XLSX, .PDF, .DWF.

NOTE: If multiple documents are to be submitted as part of 'Main-Bid', then these documents should be zipped into a single file (one method of doing this would be to keep all required documents in a folder and zipping the folder). This single zip file will then constitute the 'Main-Bid'.

- Bid-Annexures (Optional): Multiple digitally signed 'Bid-Annexures' ('Certificates', and other 'non-sensitive' information, et al) can be uploaded for each Bid-Part, as required. Maximum file size of 'Bid-Annexure' on this e-procurement portal is 10 MB. File formats allowed for 'Bid-Annexure' are -- .DOC, .DOCX, .XLS, .XLSX, .PDF, .DWF.

IMPORTANT: All Bid-Annexures of a Bid-Part should be uploaded prior to submission of Main Bid of that Bid-Part.

- Digitally signed copy of Tender Documents & Addenda

Once all the mandatory steps of Bid Submissions on ETS are completed the system shows the Overall Status of Bid Submission as 'Complete'.

Furthermore, after submission of the 'Original' Bids, ETS has a unique facility of allowing submission of 'Supplementary Bids' (e.g., Modification, Substitution). The process would be similar to the corresponding 'Original Bid' submission. In addition, facility is also provided in ETS to 'Withdraw a Bid'.

IMPORTANT: It is the responsibility of each Bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Bidder. In the event of a Bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the Bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).

9. Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration' by ISN-ETS, provision for security has been made at various stages in ElectronicTender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g., I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids (Qualification Proposal or Financial Proposal) cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of E-Bidding Portal.

CAUTION: All Bidders must fill ElectronicForms for each bid-part sincerely and carefully and avoid any discrepancy between information given in the ElectronicForms and the corresponding Main-Bid. For transparency, the information submitted by a Bidder in the ElectronicForms is made available to other Bidders during the Online Public TOE. If it is found during the Online Public TOE that a Bidder has not filled in the complete information in the ElectronicForms, the relevant official responsible for online Public TOE (i.e., TOE officer) may make available for downloading the corresponding Main-Bid of that Bidder at the risk of the Bidder. Subject to Clause 15.1(b), if variation is noted between the information contained in the ElectronicForms and the 'Main-Bid', the contents of the ElectronicForms shall prevail. In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

Additionally, the Bidder shall make sure that each Pass-Phrase to decrypt the relevant Bid-Part is submitted in accordance with Clause 15.

There is an additional protection with SSL/TLS Encryption during transit from the client-end computer of a Bidder organization to the E-Bidding portal.

10. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as authorized representatives of Bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of Bidders (i.e., Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to MPUVNL's office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating Bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the Bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating Bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating Bidders for ‘Viewing/ Downloading’.

11. Some Bidding related Information for e-Reverse Auction (Reverse Auction Process)

Online Reverse Auction Process will be conducted after determining Eligible Bidders in accordance with Clause 19.2. The following would be parameters for e-Reverse Auction (i.e., Reverse Auction Process):

| S. No | Parameter | Value |
|--------------|--|--|
| 1 | Date and Time of Reverse-Auction Bidding Event | Please refer to Schedule 1 |
| 2 | Duration of Reverse-Auction Bidding Event | 1 (one) hour Please refer to Clause 20.2(e) |
| 3 | Automatic extension of the ‘Reverse-Auction Closing Time’, if last bid received is within a ‘Pre-defined | Yes Please refer to Clause 20.2(e) |

| S. No | Parameter | Value |
|-------|--|---|
| | Time-Duration' before the 'Reverse-Auction Closing Time' | |
| 3.1 | Pre-defined Time-Duration | Within last 10 (ten) minutes Please refer to Clause 20.2(e) |
| 3.2 | Automatic extension Time-Duration | 10 (ten) minutes Please refer to Clause 20.2(e) |
| 3.3 | Maximum number of Auto-Extension | Unlimited extensions Please refer to Clause 20.2(e) |
| 4 | Criteria of Bid-Acceptance | Please refer to Clause 20.2 |
| 5 | Entity – Start-Price | Best Quote as mentioned in Clause 19.4 |
| 6 | Entity – Reserve-Price | Reserve-Price would be the price which is 10% (ten percent) less than the Best Quotes (i.e., Start-Price) as mentioned in Clause 20.2(d) |
| 7 | Minimum Bid-Decrement | 1.00 Paisa. After Reserve-Price is achieved 0.10 Paisa (Note: Bidder can always submit higher values of decrement) Minimum Bid-Decrement applicable on 'Start-Price' and after the 'Reserve-Price' has been met as mentioned in Clause 20.2(d) |

12. Other Instructions

For further instructions, Bidders should visit the home-page of the E-bidding Portal (i.e., <https://www.bharat-electronictender.com>), and go to the **User-Guidance Center**.

The help information provided through 'ETS User-Guidance Center' is available in three categories: (a) Users intending to Register/First-Time Users; (b) Logged-in users of Buyer organizations; and (c) Logged-in users of Bidder organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action. This will prevent hiccups and minimize teething problems during the use of ETS.

13. Seven Critical Do's and Don'ts for Bidders

Specifically for supplier organizations, the following “**six Key Instructions for Bidders**” must be assiduously adhered to:

- (a) Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS.
- (b) Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of - Marketing Authority (**MA**) (i.e., a department within the Supplier Organization/ Bidder responsible for responding to tenders), users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Bidder.
- (c) Get your organization's concerned executives trained on ISN-ETS well in advance of your first tender submission deadline on ISN-ETS.
- (d) For responding to any particular tender, the tender (i.e., its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of date and time of closure of Procurement of Tender Documents. Note: Official copy of Bid Documents is distinct from downloading ‘Free Copy of Bid Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Bid Documents with official receipt in the paper-based manual tendering system.
- (e) Submit your bids well in advance of tender submission deadline on ISN-ETS (There could be last minute problems due to internet timeout, breakdown, et. al.).
- (f) It is the responsibility of each Bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Bidder. In the event of a Bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).
- (g) ISN-ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is

‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

NOTE:

While the first 3 (three) instructions mentioned above are especially relevant to first-time users of ISN-ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Additional DO’S AND DON’TS for Bidders Participating in e-Reverse Auction

- (a) Get your organization's concerned executives trained for ‘e-ReverseAuction’ related processes on ETS well in advance of the start of ‘e-ReverseAuction’.
- (b) For responding to any particular ‘e-ReverseAuction’, the ‘e-ReverseAuction’ (i.e., its Reverse Auction Search Code or RASC) has to be assigned to an MA.
- (c) It is important for each bidder to thoroughly read the ‘rules and related criterion’ for the ‘e-ReverseAuction’ as defined by the Buyer organization.
- (d) If applicable for an ‘e-ReverseAuction’ (such as in case of a Direct e-ReverseAuction which is not preceded by a sealed-bid stage), pay the bid processing fee, if any, well in advance of the start of ‘e-ReverseAuction’ bidding.
- (e) It is important to digitally-sign your ‘Final bid’ after the end of ‘e-ReverseAuction’ bidding event.

Minimum Requirements at Bidder's End

- Computer System having configuration with minimum Windows 7 or above, and
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Signing Certificate(s) – Class-III

Vendors Training Program

MPUVNL, in coordination with the ISN-ETS, will share the training schedule for the training of the authorized representatives of the Bidders, in due course. ISN-ETS will charge INR 5,000 (Indian Rupees Five Thousand) plus applicable taxes for each executive of the Bidder attending the training programme, which will have to be paid by the Bidders directly to ISN-ETS, as per ISN-ETS’s terms and conditions. All other necessary instructions will be communicated on the E-bidding Portal.

The authorized representative(s) of Bidders who wish to attend the training program are requested to carry a laptop with wireless internet connectivity, and Class-III Digital Signing Certificate (DSC).

ANNEX 1

LETTER OF BID

(To be printed on the letterhead of the Bidder/Lead Member)

Dated:

Reference No. _____

From: _____ *(Insert name and address of the Bidder/Lead Member)*

Phone: _____

Fax: _____

E-mail address: _____

To,
Managing Director,
Madhya Pradesh Urja Vikas Nigam Limited,
Urja Bhawan
Link Road Number 2,
Shivaji Nagar, Bhopal,
Madhya Pradesh,
India - 462016

Sub: Response to RFP No: [●] dated [●] for Development of Cumulative [●] kW of Grid-Connected Rooftop Solar PV Systems to be set up at Identified Government Premises in the District of the Madhya Pradesh

Dear Sir/Madam,

With reference to your RFP dated [●], we, having read and examined in detail the Bid Documents and the terms of the PPA, and having understood their contents, hereby submit our Qualification Proposal. The Qualification Proposal is unconditional and unqualified and valid for 180 (one hundred and eighty) days from the Proposal Due Date.

1. We give our unconditional acceptance to the Bid Documents issued by MPUVNL. In token of our acceptance to the Bid Documents, the same have been initialed by us and enclosed with our Qualification Proposal. We confirm and undertake that we shall sign and execute the PPA as per the provisions of the RFP, without seeking any deviations or amendments, and the provisions of the PPA shall be binding on us.
2. We acknowledge that MPUVNL will be relying on the information provided in the Bid and the documents accompanying the Qualification Proposal for selection of the Bidders for awarding the Project, and we certify that all information provided in the Qualification Proposal and in the Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Qualification Proposal are true copies of their respective originals. In the event that any of the information provided in the Qualification Proposal is found to be incorrect after our selection as the Selected Bidder, we agree that the

same would be treated as an event of default under the PPA, and the Procurer shall have the right to terminate the PPA.

3. We hereby unconditionally and irrevocably agree and accept that the decision made by MPUVNL in respect of any matter regarding or arising out of this RFP shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
4. The statements in this letter are made for the express purpose of qualifying for participation in the Reverse Auction Process and selection as the Selected Bidder for the development, operation and maintenance of the Project and we are enclosing herewith our response to the RFP with formats duly digitally signed as desired by you in accordance with the RFP, for your consideration.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit our Bid and execute the PPA for the development, operation and maintenance of the Project in the event of our selection as the Selected Bidder.
6. We hereby understand and confirm that MPUVNL reserves the right, at any time, to verify the documents furnished by us, including availability of the Net Worth to the extent claimed in the Qualification Proposal with the original documents and bank statements and the shareholding of the Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation up to the expiry of the PPA. Further, we shall make available to MPUVNL any additional information it may find necessary or require to supplement or authenticate the Bid.
7. We confirm that we shall submit, before signing the PPA, the unaudited balance sheet of the previous month end along with complete bank statement starting from the date of submission of the Qualification Proposal along with a copy of the documents submitted with Registrar of Companies which became due during this period. We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, MPUVNL shall be free to take appropriate action including invocation of the EMD.
8. We acknowledge the right of MPUVNL to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. We represent, warrant and undertake that:
 - (a) we have examined and have no reservations to the Bid Documents and do not seek any deviations to the Bid Documents issued by MPUVNL;
 - (b) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 28 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with MPUVNL or any other public sector enterprise or any government, Central or State;
 - (c) we have taken steps to ensure that in conformity with the provisions of Clause 28 of the RFP, no Person acting for us or on our behalf has engaged or will engage in any

corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

- (d) the Bid Documents and all other information provided by MPUVNL are and shall remain the property of MPUVNL and are provided to us solely for the purpose of preparation and the submission of our Bid in accordance with the RFP. We undertake that we shall treat all information received from or on behalf of MPUVNL as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of our Bid;
- (e) we, [including the Members of the Consortium] or our Associate/Affiliate, and our directors and the directors of [the Members of the Consortium] or our Associate/Affiliate whose financial credentials have been relied on by the Bidder (either wholly or in part for demonstrating its Financial Capacity) have not been barred or blacklisted by any government agency or authority in India, the government of the jurisdiction where we, [the Members of the Consortium] or our Associate/Affiliate whose financial credentials have been relied on by the Bidder (either wholly or in part for demonstrating its Financial Capacity) are incorporated or the jurisdiction of our principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies from participating in any project or being awarded any contract as of the date of submission of our Qualification Proposal;
- (f) [we, [including the Members of the Consortium] have not, in the 3 (three) years immediately preceding the Proposal Due Date, failed to perform any contract exceeding a contract value of INR [●] (Indian Rupees [●]) Only, as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Associate/Affiliate, as the case may be]; or
- [we, (name the relevant Members of the Consortium) have, in the 3 (three) years immediately preceding the Proposal Due Date, failed to perform the following contracts exceeding a contract value of INR [●] (Indian Rupees [●]) Only, as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Associate/Affiliate, as the case may be and there is an appeal pending against such judicial pronouncement and/or arbitration award: (Provide contract and appeal details)];
- (g) [we, [including the Members of the Consortium] have not, in the 3 (three) years immediately preceding the Proposal Due Date, had any contract terminated by any government or government instrumentality for breach by us or our Associate/Affiliate, as the case may be]; or
- [we, [including the Members of the Consortium] have, in the 3 (three) years immediately preceding the Proposal Due Date, had the following contracts terminated by a government or government instrumentality for breach by us or our Associate/Affiliate, as the case may be and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details)];

- (h) we certify that we, [including the Members of the Consortium], or our/their Associate/Affiliate have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to participate in the Bid Process and, if selected as the Selected Bidder, which could cast a doubt on our ability to develop, operate and maintain the Project, in accordance with the PPA;
 - (i) we, [including the Members of the Consortium], further certify that no investigation by a regulatory authority is pending either against us/ [any Member of the Consortium] or against our/their Associate/Affiliate or against our CEO or any of our directors, managers and employees;
 - (j) we, [including the Members of the Consortium], certify that our/their Associate/Affiliate whose financial credentials have been relied upon to meet the Financial Capacity, will continue to remain our/their Associate/Affiliate until the expiry of 1 (one) year after the Project COD; and
 - (k) we, [including the Members of the Consortium], certify that we, or our/their Associate/Affiliate whose financial credentials have been relied on by the Bidder (either wholly or in part for demonstrating its Financial Capacity) have not been declared wilful defaulter to any lender, and that there is no major litigation pending or threatened against us or any of our/their Affiliate which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.
10. We understand that you may cancel the Bid Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 25.1 of the RFP.
 11. We declare that we or our Associate/Affiliate are not submitting another Bid.
 12. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall intimate MPUVNL of the same immediately.
 13. We are submitting with this Qualification Proposal and all the documents that are required to be submitted in accordance with the RFP.
 14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by MPUVNL in connection with evaluation of Qualification Proposals, declaration of the Selected Bidder, or in connection with the Bid Process itself, in respect of the Project and the terms and implementation thereof, to the fullest extent permitted by applicable law and waive any and all rights and/or claims we may have in this respect, whether actual or contingent, whether present or in future.
 15. In the event of us being declared as the Selected Bidder, we agree to enter into PPA. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
 16. We hereby declare that in the event of us being declared as the Selected Bidder, if we are unable to submit the Performance Security within the stipulated timelines or sign and return the

duplicate copy of the LOA within the prescribed timelines or if we are unable to execute the PPA within the prescribed timelines or if we are unable to submit the charter documents of the Selected Bidder or the SPV formed by the Selected Bidder within the prescribed timelines, MPUVNL will be entitled to encash and forfeit our EMD, without prejudice to any other rights and remedies it may have as per the applicable laws.

17. We understand that except to the extent as expressly set forth in the PPA, we shall have no claim, right or title arising out of any documents or information provided to us by MPUVNL or in respect of any matter arising out of or concerning or relating to the Bid Process.
18. If determined qualified to participate in the Reverse Auction Process, we undertake that the tariff that will be quoted by us will be after taking into consideration all the terms and conditions stated in the Bid Documents, our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.
19. We offer to submit a EMD to MPUVNL in accordance with the RFP.
20. We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, shall we have any claim or right against MPUVNL if the Project is not awarded to us or our Bid is not opened or considered, as the case may be.
21. We further confirm that the technology proposed to be used by us for the Project is commercially established and operational technology.
22. We declare and confirm that we have read Clause 3.3 of the RFP and agree to comply with the eligibility requirements set out therein to participate in this tender. Accordingly, we have also enclosed all necessary certificates (including the certificate as per the format set out in Annex 9) in support of the aforesaid compliance under the Office Memorandum and the RFP. We undertake to agree and confirm that, in the event of us being declared as the Selected Bidder, if any of the statements or documents submitted in this regard are found to be false, incorrect or misleading, MPUVNL will be entitled to take appropriate action as it deems necessary.
23. We further declare and confirm that while submitting our Bid, we have taken cognizance of the office memorandum dated 10 March 2021 issued by MNRE with the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg” and its subsequent amendments and clarifications. We shall ensure that the modules procured for the Project are included in the ALMM list-I valid on the date of invoicing of such modules.
24. This Bid Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Bhopal will have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.

In witness thereof, I/we submit this Qualification Proposal under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Dated this [insert date] day of [insert month] 2025

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

ANNEX 2

FORMAT OF EMD

(Refer to Clause 7 and Clause 15)

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

Reference: _____

Bank Guarantee No.: _____

Date: _____

In consideration of the _____ *[Insert name of the Bidder]* (hereinafter referred to as '**Bidder**') submitting the response to the RFP, inter alia, for Selection of Solar Power Developer for the Development of Cumulative [●] kW of Grid-Connected Rooftop Solar PV Systems to be set up at Identified Locations of Government Premises in the District of the Madhya Pradesh for supply of power there from on long term basis, in response to the RFP No. _____ dated _____ issued by Madhya Pradesh Urja Vikas Nigam Limited (hereinafter referred to as **MPUVNL**) and MPUVNL considering such response to the RFP of _____ *[Insert name of the Bidder]* as per the terms of the RFP, the _____ *[Insert name and address of bank]* hereby agrees to unequivocally, irrevocably and unconditionally to pay to MPUVNL at _____ *[Insert name of the place from the address of MPUVNL]* forthwith without demur on demand in writing from MPUVNL or any officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ *[Insert amount not less than that derived in line with Clause 7 of this RFP]*, only on behalf of M/s _____ *[Insert name of Bidder]*.

This guarantee shall be valid and binding on this Bank up to and including _____ *[Insert date of validity in accordance with Clause 7 of this RFP]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees only). Our Bank Guarantee shall remain in force until _____ *[Insert date of validity in accordance with Clause 7 of this RFP]*. MPUVNL shall be entitled to invoke this Bank Guarantee till _____ *[Insert date of validity in accordance with Clause 7 of this RFP]*.

The Guarantor Bank hereby agrees and acknowledges that the MPUVNL 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 MPUVNL, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to MPUVNL.

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 MPUVNL to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against MPUVNL 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 MPUVNL 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 MPUVNL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This Bank Guarantee shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS and a confirmation in this regard is received by MPUVNL.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR_____ (Indian Rupees_____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause 7 of this RFP*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MPUVNL serves upon us a written claim or demand.

Signature:

Name:

Power of Attorney No.:

For

_____ [*Insert Name and Address of the Bank*]

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20__

ANNEX 3

FORMAT FOR BOARD RESOLUTIONS

(Refer to Clause 15.1(a)(iii))

The Board, after discussion, at the duly convened Meeting on _____ *(Insert date)*, with the consent of all the Directors present and in compliance with the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956), passed the following Resolution:

- (1) **RESOLVED THAT** Mr./Ms. _____, be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for development of cumulative [●] kW of Grid-Connected Rooftop Solar PV Systems to be set up at Identified Government Premises in the District of Madhya Pradesh (**Project**) in the country of India vide RFP No. _____, including signing and submission of all documents and providing information/response to MPUVNL, representing us in all matters and generally dealing with MPUVNL in all matters in connection with our bid for the said Project. *(To be provided by the Bidder or the Lead Member)*.
- (2) **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total Equity for developing the Project. *(To be provided by the Bidder)*.

[Note: In the event the Bidder is a Consortium, in place of the above resolution at S. No. (2), the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (_____ %) Equity *[Insert the % Equity commitment as specified in the JBA]* in the Project. *(To be provided by each Member of the Consortium, including the Lead Member)*.

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s _____ *[Insert the name of other Members in the Consortium]* and Mr./Ms. _____, be and is hereby authorized to execute the Joint Bidding Agreement. Further, the Bid Documents, including the RFP and the PPA have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. *(To be provided by each Member of the Consortium, including the Lead Member)*

FURTHER RESOLVED THAT Mr./Ms. _____, be and is hereby authorized to execute the Power of Attorney in favour of the Lead Member. *(To be provided by each Member of the Bidding Consortium except the Lead Member)*

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member and other Member of the Consortium in the Joint Bidding Agreement) to the extent becoming necessary towards the total Equity share in the Project awarded to the Consortium, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Joint Bidding Agreement dated [_____] executed by the Consortium as per the provisions of the RFP. *(To be passed by the Lead Member and other Members of the Consortium).*

- (3) **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. _____ (Insert name of the Bidder/ Member(s) of Consortium) to use our financial capability for meeting the Net Worth for the Project and confirm that all the Equity investment obligations of M/s _____ (Insert name of the Bidder/ Member(s) of Consortium), shall be deemed to be our Equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the performance bank guarantees required to be submitted as per the PPA and confirm that in the event that M/s _____ (Insert name of the Bidder/ Member(s) of Consortium) fails to submit the required performance bank guarantees, we shall submit the performance bank guarantees required to be submitted as per the PPA. *(To be passed by the Affiliate(s)/Associate(s) whose financial credentials have been used).*

Certified true copy

_____ (Signature, Name and stamp of Company Secretary/Director)

Notes:

- *This certified true copy should be submitted on the letterhead of the Company passing the relevant Board Resolution, signed by the Company Secretary/Director of such Company.*
- *This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 2013 (erstwhile Companies Act, 1956) may be suitably modified to refer to the law applicable to the entity submitting the board resolution. In cases where the board resolution is being issued by a Company incorporated outside India, such board resolution must be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the board resolution is in compliance with the applicable laws of the respective jurisdictions of the Company passing the board resolution and the authorizations granted through the board resolution are true and valid. It is clarified that the legal opinion can be subject to customary assumptions, provided that such assumptions do not qualify the substantive aspect of the opinion.*

ANNEX 4

FORMAT FOR POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM

(Refer Clause 3.1(e)(iii) and Clause 15.1(a)(ii))

Whereas Madhya Pradesh Urja Vikas Nigam Limited (**MPUVNL**) has invited applications from interested parties for the development of cumulative [●] kW of Grid-Connected Rooftop Solar PV Systems to be set up at Identified Government Premises in the District of Madhya Pradesh State (the **Project**).

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

It is expressly understood that if the Consortium is selected as the Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the SPV formed by the Consortium executes the PPA with the Procurer.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2025

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

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

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

Instructions:

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

- (2) *Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium.*

ANNEX 5

FORMAT FOR JOINT BIDDING AGREEMENT

(Refer to Clause 3.1(e)(iv) and Clause 15.1(a)(iv))

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this [____] Day of [_____] 2025.

AMONGST

1. [____], with its registered office at [____] (referred to as **Member 1** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

2. [____], with its registered office at [____] (referred to as **Member 2** which expression will, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties namely Member 1 and Member 2 are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

- (A) Madhya Pradesh Urja Vikas Nigam Limited (referred to as **MPUVNL** which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited bids (the **Bid**) by its Request for Proposal No. [____] dated [____] (the **RFP**) for selection of bidder(s) for development, operation and maintenance of cumulative [●] kW of Grid-Connected Rooftop Solar PV Systems to be set up at Identified Government Premises in the District of the Madhya Pradesh (**Project**).
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the Bid Documents in respect of the Project.
- (C) Clause 3.1(e)(iv) of the RFP stipulates that the Bidders qualifying on the strength of a Consortium shall submit a legally enforceable Joint Bidding Agreement in a format specified in the RFP, whereby the Members of the Consortium undertake to be liable for their respective Equity investment commitment for the formation of an SPV and undertake to submit the performance bank guarantees as required as per the provisions of the RFP and PPA, as specified herein.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process.
- 2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for participating in the Bid Process, either directly or indirectly or through any of their Associate/Affiliate.
- 2.3 We, the Members of the Consortium and Parties to the Joint Bidding Agreement do hereby unequivocally agree that _____ (**Insert name of the Lead Member**), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of _____ (the names of all the other Members of the Consortium to be filled in here).
- 2.4 The Lead Member is hereby authorized by the other Member of Consortium and Parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of all Members of the Consortium.
- 2.5 The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Equity obligations. Other Member of the Consortium further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Joint Bidding Agreement.

3. Incorporation of SPV

The Parties hereby undertake that in the event the Consortium is declared as the Selected Bidder and awarded the Project, it will incorporate a special purpose vehicle (**SPV**) under the Companies Act, 2013 for entering into the PPA(s) with the Procurer(s) and for performing all its obligations in terms of the PPA for the Project.

4. Equity Contribution

The percentage of Equity holding of each Member of the Consortium in the SPV shall be / is as follows:

| Name | Percentage of Equity holding |
|---------------------|------------------------------|
| Lead Member* | _____ |
| Member 2 | _____ |
| Total Equity | 100% |

(Note: The percentage Equity holding/ for any Member of the Consortium in the SPV cannot be Zero in the above table.)

**The Members of the Consortium shall subscribe and continue to hold not less than 51% (fifty one percent) of the total Equity with voting rights of the SPV from the date of*

incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, provided that the Lead Member shall subscribe and hold not less than 26% (twenty six percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD. Provided, further, that the Member of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, must hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD.

In case of any breach of any of the Equity holding as specified under clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.

5. Equity Lock-in achievement

The Parties acknowledge that the Members of the Consortium shall subscribe and continue to hold not less than 51% (fifty one percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, provided that the Lead Member shall subscribe and hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD. Further, the Members of the Consortium, as on the date of submission of the Bid, shall not cede Control of the Consortium until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise by MPUVNL and the Procurer.

Provided, further, that the Member(s) of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, must hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise by MPUVNL and the Procurer.

6. General

- 6.1 Except as specified in the Joint Bidding Agreement, it is agreed that sharing of responsibilities as aforesaid and Equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 6.2 It is further specifically agreed that the financial liability for Equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- 6.3 This Joint Bidding Agreement shall be construed and interpreted in accordance with the laws of India and courts at Bhopal alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 6.4 It is hereby agreed that the [Lead Member/ Member 2] shall furnish the EMD, as stipulated in the RFP, on behalf of the Consortium.
- 6.5 It is hereby agreed that in case of selection of the Consortium as the Selected Bidder, the Parties shall furnish the requisite performance bank guarantees under the PPA in favor of the Procurer,

as stipulated in the PPA. The Lead Member shall be responsible for ensuring the submission of the requisite performance bank guarantees on behalf of all the Members of the Consortium.

- 6.6 It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and, for the Selected Bidder, shall remain valid over the term of the PPA.
- 6.7 The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members of the Consortium respectively from time to time in response to the RFP for the purposes of the Bid.
- 6.8 It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project as envisaged under the Bid Documents and PPA.
- 6.9 It is hereby expressly agreed between the Parties to this Joint Bidding Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Joint Bidding Agreement except with prior written consent of MPUVNL.
- 6.10 This Joint Bidding Agreement
- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
 - (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of MPUVNL:

IN WITNESS WHEREOF 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 MEMBER 2 by: |
| (Signature) (Name) (Designation) (Address) | (Signature) (Name) (Designation) (Address) |

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s)*

and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

ANNEX 6

FORMAT FOR LETTER OF FINANCIAL CAPACITY

(Refer to Clause 15.1(a)(v) and Clause 17.5 of the RFP)

(To be printed on Bidder/Lead Member's letterhead)

Dated:

Reference No. _____

From: _____ *(Insert name and address of the Bidder/Lead Member)*

Phone: _____

Fax: _____

E-mail address: _____

To,
CEO,
Madhya Pradesh Urja Vikas Nigam Limited,
Urja Bhawan
Link Road Number 2,
Shivaji Nagar, Bhopal,
Madhya Pradesh,
India – 462016

Sub: Development of Cumulative [●] kW of Grid-Connected Rooftop Solar PV Systems to be set up at Identified Government Premises in the District of the Madhya Pradesh

Dear Sir/Madam,

We certify that the Bidder/ Member of a Consortium [●] [Insert Name of Bidder or Member of the Consortium] has a Net Worth of INR [●] (Indian Rupees _____)* based on:

(Between options A and B below, one will be selected “Applicable” and the other as “Not Applicable”)

| S. No. | Description | |
|--------|--|--------------------------------|
| A | Audited annual accounts of the most recent Financial Year (or most recent Calendar Year or the accounting year as adopted by the Bidder, in accordance with the laws of the India) OR | Applicable / Not Applicable |
| B | Net Worth as on day dd/mm/yyyy (not more than seven days prior to the Proposal Due Date) | Applicable / Not Applicable |

***Note (To be deleted from the submission)**

Exhibit (i): Applicable in case of Bidder not being a Consortium

For the above calculations, we have considered the Net Worth of the Bidder and/ or its Associate(s) /Affiliate(s) as per following details:

| Name of Bidder | Name of Company whose Net Worth is to be considered | Relationship with the Bidder (Enter “Self” or “Associate/Affiliate”) | Applicable Year/ Date (Enter Financial Year, Calendar Year, Accounting Year or a date not more than 7 days prior to the Proposal Due Date) | Net Worth of the Bidder/ Associate/Affiliate (in INR Lakh) |
|-----------------------|--|---|---|---|
| (1) | (2) | (3) | (4) | (5) |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | |

Note – If the Bidder is relying on its own Net Worth only, the Bidder has to fill its own Company name in column (2), “Self” in column (3), enter “FY ending dd/mm/yyyy” or “CY yyyy” or AY ending dd/mm/yyyy or the date prior to Proposal Due Date, consistent with option A or option B as entered “Applicable” on the previous page in Column (4) and Net worth in column (5).

**If the Bidder is wholly or partly relying on the financial capacity of its Associate/Affiliate, the column for “Relationship with Bidder” is to be filled as “Associate/Affiliate”. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ chartered accountant is required to be attached with the format.*

(Signature & Name of the person authorised by the Auditor or Board) *(Signature and Stamp of Statutory chartered accountant)*

Exhibit (ii): Applicable in case of Consortium

(To be filled by each Member of the Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth requirement to be met individually or collectively by the Members of the Consortium, subject to the Lead Member demonstrating at least 51% (fifty-one percent) of the Net Worth required

for qualification. Provided, further, the Member(s) of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, must hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Project COD, unless permitted otherwise MPUVNL and the Procurer.

For the above calculations, we have considered Net Worth of the Member of the Consortium and/ or Associate/Affiliate as per following details:

| Name of Consortium Member | Name of Company whose Net Worth is to be considered | Relationship with Member of the Consortium | Applicable Year/ Date (Enter Financial Year, Calendar Year, Accounting Year or a date not more than 7 days prior to the Proposal Due Date) | Net Worth (in INR Lakh) | Equity Commitment in the Consortium (%) |
|---|--|---|---|--------------------------------|--|
| (1) | (2) | (3) | (4) | (5) | (6) |
| Lead Member | | Self | | | |
| | | [Associate/Affiliate] | | | |
| Member 1 | | Self | | | |
| | | [Associate/Affiliate] | | | |
| Total across the Lead Member and the Consortium Members | | | | | 100% |

If the Member of the Consortium is relying on its own Net Worth only, the Member of the Consortium has to fill its Company name in column (2); “Self” in column (3); enter “FY ending dd/mm/yyyy” or “CY yyyy” or AY ending dd/mm/yyyy or the date prior to Proposal Due Date, consistent with option A or option B as entered “Applicable” on the previous page in Column (4); Net worth in column (5); and Equity percent in Column 6.

Requirements. Further, documentary evidence to establish the relationship of an Associate/Affiliate, duly certified by the company secretary/chartered accountant is required to be attached with the format.

We are submitting in a separate sheet, details of computation of Net Worth duly certified by Statutory Auditor or a Chartered Accountant. The detailed sheet is enclosed at Appendix-_____

We are enclosing the certified copies of balance sheet, profit & loss account, schedules and cash flow statements and bank statement by bank and other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of the RFP as under:

| S. No. | Document Description | Enclosed at Appendix |
|--------|----------------------|----------------------|
| 1 | | |
| 2 | | |
| 3. | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Signature & Name of the person authorised by the Auditor or Board)
(Signature and Stamp of Statutory chartered accountant)

Date:

Note: Bidders are advised in their own interest to furnish separate detailed computation sheets by Statutory Auditor or Chartered Accountant for determination of Net Worth along with supporting documents referred therein as per the requirements of RFP without which no claim for Net Worth shall be considered.

ANNEX 7

FORMAT FOR FINANCIAL PROPOSAL

(Refer to Clause 15.1(b) of the RFP)

(To be printed on the letterhead of the Bidder/Lead Member)

Dated:

Reference No. _____

From: _____ *(Insert name and address of the Bidder/Lead Member)*

Phone: _____

Fax: _____

E-mail address: _____

To,
Managing Director,
Madhya Pradesh Urja Vikas Nigam Limited,
Urja Bhawan
Link Road Number 2,
Shivaji Nagar, Bhopal,
Madhya Pradesh,
India - 462016

Sub: Response to RFP No: [●] for Development of Cumulative [●] kW of Grid-Connected Rooftop Solar PV Systems to be set up at Identified Government Premises in the District of the Madhya Pradesh

Dear Sir/Madam,

With reference to your RFP dated [_____], we, having read and examined in detail the Bid Documents and understood their contents, hereby submit our Financial Proposal. The Financial Proposal is unconditional and unqualified and valid for 180 (one hundred and eighty) days from the Proposal Due Date.

***Note (To be deleted from the submission)**

In witness thereof, I/we submit this Financial Proposal under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Dated this *[insert date]* day of *[insert month]* 2025

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

Notes:

1. *If the Bidder submits the financial bid in the E-Bidding Portal, not in line with the instructions mentioned in this RFP, then the bid shall be considered as non-responsive.*
2. *Bidder should quote Tariff only in ElectronicForms.*

ANNEX 8

FORMAT OF CERTIFICATE AS PER OFFICE MEMORANDUM

(Refer to Clause 3.3 and Clause 15 of the RFP)

(to be submitted on the letterhead of the Bidder/Lead Member)

Dated:

Reference No. _____

From: _____ *(Insert name and address of the Bidder/Lead Member)*

Phone: _____

Fax: _____

E-mail address _____

To,
Managing Director,
Madhya Pradesh Urja Vikas Nigam Limited,
Urja Bhawan
Link Road Number 2,
Shivaji Nagar, Bhopal,
Madhya Pradesh,
India - 462016

With reference to the Office Memorandum, we submit the following certificate to MPUVNL.

Certificate for Bid

We have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We, (Bidder's name) certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority to be attached].

Yours faithfully,

Dated this *[insert date]* day of *[insert month]* 2025

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

ANNEX 9

FORMAT OF CERTIFICATE SHAREHOLDING OF BIDDER

Based on its book of accounts and other published information authenticated by it, this is to certify that the shareholding pattern of (name of the Bidder/Member) as on the Bid Due Date is as follows:

| S. No. | Name of Shareholder | Equity Held (INR/Cr) | % of total paid up and subscribed Equity |
|--------|---------------------|----------------------|--|
| | | | |
| | | | |
| | | | |

Date:

Name of the audit firm:

Signature, name and designation of the authorised signatory)

Seal of the audit firm:

ANNEX 10

FORMAT FOR DISCLOSURE

(Refer to Clause 3.3, Clause 15 and Clause 24.1(f) of the RFP)

(to be submitted on the letterhead of the Bidder/Each Member of the Consortium)

Dated:

Reference No. _____

From: _____ *(Insert name and address of the Bidder/Lead Member)*

Phone: _____

Fax: _____

E-mail address _____

To,
Managing Director,
Madhya Pradesh Urja Vikas Nigam Limited,
Urja Bhawan
Link Road Number 2,
Shivaji Nagar, Bhopal,
Madhya Pradesh,
India - 462016

We hereby declare and confirm that only we are participating in the RFP No. [●] and that our Associates/Affiliates are not submitting another Bid.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, then actions set out under the RFP/PPA will be taken, including but not limited to cancellation of our response to this RFP and LOA/PPA as applicable.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We, (Bidder's name) certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RFP. We understand that in case of us being selected under this RFP, any of the above certificates is found false, MPUVNL shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the office memorandum dated 10 March 2021 issued by MNRE with the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg” and the lists(s) issued thereunder, while quoting the tariff in RFP for [●] (*Enter the name of the RFP*).

We further understand that the List-I (Solar PV Modules) of the ALMM order, Annexure-I of the office memorandum issued by MNRE on 10 March 2021 will be updated by MNRE from time to time. We also understand that the modules to be procured for this project, shall be from the List-I of the ALMM order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action and invocation of Performance Security, if we are found not complying with the provisions of ALMM order, including those mentioned above.

Yours faithfully,

Dated this [*insert date*] day of [*insert month*] 2025

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

ANNEX 11

UNIT WISE SITE DETAILS OF THE PROJECT

Unit wise details of Sites of Chhindwara District (Distribution Licensee MPPoKVVCL, Madhya Pradesh)

| S.No | Name of Institutions/ Consumer | Govt. Dept. Name | IVRS | Latitude & Longitude | Annual Consumption (kWh) | Off-Peak Annual Consumption (kWh) | Shadow Free Space Available (Sq.Ft.) | Contract Demand/ Sanctioned Load (kVA) | Available Capacity of DTR (kVA) | Proposed Capacity of each Unit (kW) |
|------|---|---|-------------|-------------------------|--------------------------------|---|---|---|---------------------------------------|--|
| 1 | POLICE SUPERINTEDENT CHHINDWA | Home Department | 1712002134 | 22.0601 78.939321 | 95,968 | 67,178 | 5,000 | 63 | 80 | 45 |
| 2 | MEDICAL OFFICER GOVT HOSPITAL BICHHUA | Public Health & Family Welfare Department | 1254015992 | 22.043313 79.193576 | 52,332 | 36,632 | 10,000 | 50 | 160 | 25 |
| 3 | MEDICAL SUPERINTENDET | Public Health & Family Welfare Department | 1246007176 | 22.1896407 78.602105 | 3,28,967 | 2,30,277 | 12,000 | 70 | 160 | 70 |
| 4 | ADHIKSHIKA KANYA PARISHAR | Department of School Education | 1246008036 | 22.1896401 78.602114 | 78,274 | 54,792 | 1,20,000 | 72 | 80 | 37 |
| 5 | ASSITANT ENGINEER 132 K.V.S/S | Energy department | 1248012763 | 22.185536 78.565863 | 46,907 | 32,835 | 3,500 | 25 | 80 | 22 |
| 6 | DEAN MEDICAL COLLEGE | Department of Higher Education | H4003258425 | 22.06448 78.934812 | 6,36,000 | 4,45,200 | 55,000 | 500 | 252 | 252 |
| 7 | THE DEAN DISTRICT HOSPITAL | Public Health & Family Welfare Department | H4764708085 | 22.052355 78.936995 | 13,92,000 | 9,74,400 | 79,500 | 700 | 252 | 252 |
| 8 | EXECUTIVE ENGINEER PHE | Public Health Engineering Department | H8282832000 | 22.226721 78.687877 | 11,32,800 | 7,92,960 | 10,000 | 400 | 400 | 100 |
| | | | | | | | | | | 803 |