

Rewa Ultra Mega Solar Limited

REQUEST FOR PROPOSAL (RFP)

FOR DEVELOPMENT OF 750 MW

GRID CONNETCED WIND-SOLAR HYBRID POWER PROJECT

IN MADHYA PRADESH

Tender Search Code: Tender Search Code: RUMSL-2022-TN000001

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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 RUMSL 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 RUMSL 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 RUMSL and its advisors for the procurement of energy from the 750 MW wind-solar hybrid power projects. 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 RUMSL, 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. RUMSL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Documents.

RUMSL and its employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, 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.

RUMSL and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused 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 RUMSL and its employees, agents and advisors, 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.

RUMSL 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 PPA have been prepared in accordance with the Section 63 Guidelines, as amended from time to time.

The issue of the Bid Documents does not imply that RUMSL is bound to qualify any Bidder or to award the Project to any Bidder. RUMSL 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 PPA and the Data Room 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 Successful Bidder(s) that will be set out in the Project Agreements or RUMSL's right to amend, alter, change, supplement or clarify the Units' scope or the terms of this RFP or the Project Agreements. 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 RUMSL.

The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by RUMSL or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders, and RUMSL and 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.

Bid Information Sheet

The brief details of RFP are as under:

S. No.	Event Description	Date
1.	Name of Work/ Brief Scope of Work/ Job	1.Selection of Hybrid Power Developers for Setting up of 750 MW Intra-State Wind-Solar Hybrid Power Projects in Madhya Pradesh under Tariff-based Competitive Bidding 2.Connectivity at MPPTCL/ DISCOM substation and Long-Term Open Access for the PPA period shall be in the scope of the Hybrid Power Developer.
2.	Bid Document Fee	Rupees 25,000 excluding GST to be submitted through NEFT/RTGS transfer in the account of RUMSL
3.	Bid Processing Fees	Rs. 1 lakh + 18% GST for each Project from 15 MW upto 50 MW Rs. 2 lakh + 18% GST for each Project for above 50 MW to be submitted through NEFT/RTGS transfer in the account of RUMSL
4.	Bid Security	Rs. 11.5 lakh per MW To be submitted in the form of Bank Guarantee

Bid Schedule:

S. No.	Event Description	Date
1.	Start of registration, downloading of the RFP	07.04.2022
2.	Issue of draft PPA	15.04.2022
3.	First Pre-Bid meeting	18.04.2022
4.	Last date for receiving written queries from Bidders (After 1 st Pre-Bid)	18.04.2022
5.	Second Pre-Bid meeting	06.05.2022
6.	Last date for receiving written queries from Bidders (after 2 nd Pre-Bid)	06.05.2022
7.	Issue of final Project Agreements	20.05.2022
8.	Last date of registration	01.06.2022
9.	Proposal Due Date	01.06.2022
10.	Qualification Proposal Opening	02.06.2022
11.	Financial Proposal Opening	14.06.2022
12.	Reverse Auction Process	20.06.2022
13.	Name, Designation, Address and other details (For Submission of Response to RFP)	Shri Avaneesh Shukla, Executive Engineer Ajay Shukla, Executive Engineer, Rewa Ultra Mega Solar Limited, Urja Bhawan, Link Road No. 2, Bhopal – 462016 Contact No.: 0755 – 3510945, 2422919 Email: rumsinfo@mpnred.com & rumsl.hybrid@gmail.com
<p>Important Note: Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RFP document through the websites www.bharat-electronictender.com. No separate</p>		

S. No.	Event Description	Date
notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification/ amendments/ clarifications etc. shall be updated only be available on www.bharat-electronictender.com		

SECTION 1: INTRODUCTION AND BID INFORMATION

Section 1: Introduction & Invitation for Bids

1.1. INTRODUCTION

- 1.1.1. With a view to provide a further boost to renewable energy development in the State of Madhya Pradesh and in line with the Government of India's (GoI) target of installing 500 GW of Renewable Energy capacity in India by the year 2030.
- 1.1.2. In order to fulfill the Solar and Non-Solar RPO requirements, as specified by the Hon'ble Madhya Pradesh Electricity Regulatory Commission (MPERC) for power distribution companies of state of Madhya Pradesh, Rewa Ultra Mega Solar Limited (RUMSL) is inviting the tender on the basis of Build Own Operate for capacity of aggregated capacity of 750 MW of Wind-Solar Hybrid Power Projects in the state of Madhya Pradesh.
- 1.1.3. RUMSL, on behalf of Madhya Pradesh Power Management Company Limited (MPPMCL) is conducting the bid process for selection of developers for development of 750 MW of Wind-Solar Hybrid Power Projects in the state of Madhya Pradesh. RUMSL has been incorporated as a 50:50 joint venture company between SECI and MPUVNL.
- 1.1.4. The RFP provides for a transparent methodology for the procurement of wind-solar hybrid power at a price discovered through competitive bidding and e-reverse auction process. The Renewable Power Generators will be selected through an open competitive bidding process in accordance with the Section 63 Guidelines of Electricity Act 2003, and 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 Section 63 Guidelines.
- 1.1.5. The Bidders will be free to avail applicable incentives for the projects as per prevailing government's rule and regulations. The fiscal incentives will not have any factor for bid evaluation for selection; bid will be evaluated solely on the basis of the Quoted Tariff. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various incentives/ benefits. RUMSL will not bear any liability if Bidders are not able to avail any applicable incentives/ benefits and this will not have any bearing on the Quoted Tariff.
- 1.1.6. The tender invites the Bids for 750 MW AC capacity on Build-Own-Operate (BOO) basis, located in State of Madhya Pradesh. The Bidder can offer the bid for minimum Project capacity of 15 MW.
- 1.1.7. The duration of PPA will 25 years from the Commercial Operation Date of the Project as per provision of the PPA.
- 1.1.8. Multiple bids from same company including its Parent/ Affiliates/ Group Companies shall make all the bids submitted by the group invalid.

1.2. Invitation for Bids

- 1.2.1. A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RFP Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RFP. The respective rights of RUMSL and the Bidder/HPD shall be governed by the RFP Documents/Agreement signed between MPPMCL and the HPD for the Contracted Capacity.
- 1.2.2. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s ElectronicTender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RFP documents.
- 1.2.3. They may obtain further information regarding this IFB from the registered office of RUMSL at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.
- 1.2.4. For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. RUMSL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.
- 1.2.5. Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), as indicated in the Bid Information Sheet.
- 1.2.6. Bidder shall submit bid proposal along with non-refundable RFP Document Fees and Bid Processing Fees complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees and Bid Processing Fees will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 1.2.7. RFP documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal. It is

mandatory to download official copy of the RFP Document from Electronic Tender System (ISN-ETS) Portal to participate in the RFP. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RFP shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on RUMSL website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

- 1.2.8. Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will also be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.
- 1.2.9. RUMSL shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RFP documents.
- 1.2.10. RUMSL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

SECTION 2: DEFINITIONS

Section 2: Definitions

2.1. Following terms used in the document will carry the meaning and interpretations as described below:

Act or Electricity Act, 2003	Shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
Affiliate	means, in relation to a Bidder, or a Member of a Consortium, a Person who directly or indirectly Controls, is Controlled by, or is under the common Control of such Bidder or Member of a Consortium.
Annex	means an annexure to this RFP.
Appropriate Commission	mean the MPERC under this RFP.
Bid Document	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 RUMSL. It is clarified that, on the E-bidding Portal, 'Bid Documents' are referred to as 'Tender Documents'.
Bid or Proposal	shall mean the documents submitted by the Bidder towards meeting the qualifying requirements, along with the price bid submitted by the Bidder and submissions made during the e-Reverse Auctions, as part of its response to the RFP issued by RUMSL
Bidder/ Bidding Entity	means a Company, an LLC or a Consortium of companies, which submits a Bid to RUMSL in accordance with the provisions of this RFP. Any reference to the Bidder includes Bidding Company/ Bidding Consortium/ Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the

	context may require; (foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.)
Bid Capacity	means aggregate Quoted Capacity of the Wind-Solar Hybrid Power Project as proposed by the Bidders.
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 Consortium Agreement, for the purpose of submitting a Bid.
Capacity Utilization Factor/ CUF	shall have the same meaning as provided in prevailing MPERC Regulations.
Company	shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable.
Contracted Capacity	shall mean the AC capacity in MW contracted with MPPMCL for supply of power by the HPD to MPPMCL at the Delivery Point from the Project.
Commercial Operation Date or COD	shall have the same meaning as defined in 3.15 of this RFP.
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	with respect to any Person means the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Person or the right to appoint majority directors or the power to direct the management and policies of such Person by operation of law, contract or otherwise.
Controlling Shareholding	shall mean more than 50% of the voting rights or paid-up share capital in the Company/Consortium
Day	shall mean calendar day.
Delivered Energy	shall mean the kilowatt hours of energy actually fed and measured by the energy

	meters at the Delivery Point and as certified by RLDC/ SLDC/ MPPTCL/ DISCOM as applicable.
Effective Date	shall mean the date of execution of Power Purchase Agreement (PPA) by HPD and Procurer both, which shall be indicated in the PPA.
Electricity Laws	shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by CERC/ MPERC from time to time.
Equity	shall mean Net Worth as defined in Companies Act, 2013.
Eligible Bidder	means a Bidder who is determined to be eligible to participate in the Reverse Auction Process on the basis of its Proposal.
Expiry Date	means the date of expiry of this Agreement, which shall not be earlier than the 25 (twenty-five) Contract Years from the Unit SCOD, unless terminated earlier or mutually extended in accordance with the terms of this Agreement.
Financial Closure or Project Financing Arrangements	means arrangement of necessary funds by the Project Developer towards 100% Project Cost either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance
Financing Parties	means Parties financing the Project, pursuant to Financing Documents.
First Contract Year	means the period commencing from the following Day of the Project COD and expiring on the date at which the Unit completes 365/366 days, as applicable, from the Unit COD.
Guidelines or Scheme	means the Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind Solar Hybrid Projects” issued by the Ministry of New and Renewable Energy vide F.No. 238/78/2017-Wind dated 14.10.2020, including subsequent amendments and clarifications, if any, issued until the last date of bid submission of this RFP.

Group Company	<p>of a Company means</p> <ul style="list-style-type: none"> a) A company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or b) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or c) company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or d) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or e) a company which is under common control with the company, and control means ownership by one company of at least 10 % (Ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise. <p>Provided that a financial institution, scheduled bank, foreign institutional investor, nonbanking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.</p>
GoI	means the Government of India.
GoMP	means the Government of Madhya Pradesh.
Inter-connection Point/ Delivery Point	shall mean a single point or multiple points at 33 kV or above, where the power from the Project(s) is injected into the identified MPPTCL/ DISCOM substation (including the dedicated transmission line connecting the Projects/ individual

	components with the substation system) as specified in the RFP document. Metering shall be done at this interconnection point where the power will be injected into. For interconnection with grid and metering, the HPDs shall abide by the relevant MPERC Regulations, Grid Code, and Central Electricity Authority Regulations as amended from time to time.
Joint Control	shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
Lead Member of the Bidding Consortium or 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 the RFP 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.
Letter of Award	shall mean the letter issued by RUMSL to the Successful Bidder for award of the Contract in accordance with the terms of this RFP.
Limited Liability Partnership or LLP	shall mean a Company governed by Limited Liability Partnership Act, 2008 or as amended.
LLC	shall mean Limited Liability Company;
Member in a Bidding Consortium	shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
Metering Point	<p>the metering point will be at</p> <p>a) For new intra – state projects, metering shall be at the voltage level of 33 kV or above of DISCOM/ MPPTCL sub-station.</p> <p>b) For inter – state projects, energy metering, settlement and delivery shall be at MPPTCL periphery (MP state periphery).</p> <p>All expenses including charges and losses between the Project and the Delivery Point shall be paid by the HPD without any reimbursement by the RUMSL/ Procurer.</p>

MNRE	mean the Ministry of New and Renewable Energy, GoI.
Month	mean the calendar month.
MPERC	mean the Madhya Pradesh Electricity Regulatory Commission.
MPPTCL or STU	mean the Madhya Pradesh Power Transmission Company Limited or State Transmission Utility notified by respective State Government under Sub-section (1) of Section 39 of the Act, 2003.
Net-Worth	means in case of a Company, the total net worth as calculated in accordance with the Companies Act, 2013.
Office Memorandum or OM	<p>means the Office Memorandum F.No.6/18/2019-PPD dated 23 July 2020 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.</p> <p>Or</p> <p>O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto 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.</p>
Paid-up share capital	means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
Paisa	means one-hundredth of INR or Rupee.
Parent	means a company, which holds more than fifty percent (50%) of the paid-up equity capital either directly or indirectly in the Project Company or a Member in a Consortium developing the Project, as the case may be.
Pooling Substation	means a substation where more than one power projects including Hybrid Power Project may connect to a common transmission system. Multiple projects maybe connected to a pooling substation from where a common transmission system

	<p>shall be constructed and maintained by the project developers including HPD(s) to get connected to the MPPTCL/ DISCOM substation. The voltage level for such common line shall be 33 kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the MPPTCL/ DISCOM substation. However, the voltage level of transmission system of individual Hybrid Power Projects up to the pooling substation shall be at 33 kV or above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual projects for the purpose of billing.</p>
PPA	<p>shall mean the Power Purchase Agreement signed between the successful Bidder or its 100% subsidiary Special Purpose Vehicle (SPV) and Procurer according to the terms and conditions of the PPA.</p>
Procurer	<p>shall mean the Madhya Pradesh Power Management Company Limited (MPPMCL).</p>
Project or Hybrid Power Project	<p>shall mean the Wind Power and Solar PV generation facilities, where the rated power capacity of solar PV should be at least 33% of the total Contracted Capacity, having a single point or separate points of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having control systems and metering subject to MPERC Regulations. The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to MPPMCL</p>
Project Developer or Hybrid Power Developer or	<p>shall mean the Bidding Company or a Bidding Consortium participating in the bid and has been selected and allocated a Contracted Capacity by RUMSL (through a competitive bidding process), including the SPV formed by the selected bidder/</p>

Wind-Solar Hybrid Power Developer or HPD	consortium for the purpose of setting up of the Project and signing of PPA with MPPMCL.
Project Location	shall mean the area identified by the HPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.
Quoted Capacity	shall mean the AC capacity in MW offered/ quoted by the Bidder(s) in the Bid Submission.
REA	shall mean Regional Energy Account.
RLDC	shall mean relevant Regional Load Dispatch Center established under sub section(1) of Section 27 of Electricity Act 2003, and amendments from time to time.
RUMSL	shall means the Rewa Ultra Mega Solar Limited or Bidding Agency
SCADA	means the Supervisory Control and Data Acquisition System (SCADA) installed for recording and transferring the online data.
SCOD or Scheduled Commercial Operation Date	means the date as defined in the PPA for commissioning of 100% of Contracted Capacity .
SEA	Means State Energy Account
Section 63 Guidelines	The “Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind Solar Hybrid Projects” dated 14 October 2020 issued by the MoP under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity from grid-connected wind-solar PV power projects, as the same may be amended from time to time.
Successful Bidder	shall mean the Bidder selected by RUMSL pursuant to this RFP to set up the Project and supply power as per the terms of the PPA to MPPMCL.
SLDC	means the State Load Dispatch Center.

SNA	means the State Nodal Agency.
Sub-pooling Substation	shall mean the intermediate pooling point where power from the Solar and Wind Project components of the Hybrid Power Project is injected into and from where the Hybrid Power is evacuated through a single transmission line and injected into the Interconnection Point.
TOE	shall mean Tender Opening Event.
Week	shall mean calendar week.

SECTION 3: TERMS AND CONDITION OF BID

Section 3: Terms and Condition of Bid

3.1. Obtaining RFP Document, Cost of documents & Processing Fees

- 3.1.1. The RFP document can be downloaded from the website of (<https://www.bharat-electronictender.com>). Interested Bidders have to download official copy of RFP & PPA after logging into website of <https://www.bharat-electronictender.com> by using Login ID & Password provided by Bharat ETS portal during registration. Instructions to bidders are given on the Bharat ETS Portal.
- 3.1.2. The Bidders shall be eligible to submit/ upload the bid document only after logging into (<https://www.bharat-electronictender.com>) and downloading official copy of RFP.
- 3.1.3. Prospective Bidders interested to participate in the bidding process are required to submit their proposals in response to this RFP document along with a non- refundable Bid Processing Fee and Bid Document Fee as mentioned in the Bid Information Sheet. The bids submitted without Bid Document Fee and/or Bid Processing Fee and/or Bid Security, shall not be considered for bidding and such bids shall not be opened by RUMSL.

3.2. Total Capacity Offered:

3.2.1. Total Capacity

The selection of Grid-connected Hybrid Power Projects for total Bid Capacity of 750 MW will be carried out through e-bidding followed by e-Reverse Auction process.

3.2.2. Total capacity offered:

- I. The Hybrid Power Projects are required to be designed for interconnection with network of MPPTCL or DISCOM. Following points are to be noted in this regard:
 - a) A Bidder, including its Parent or Affiliate or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 15 MW and a maximum quantum of 750 MW, in the prescribed formats.
 - b) Solar and Wind component of the Hybrid Power Project may be located at same or different locations subject to prevailing MPERC Regulations. However, minimum Project capacity at one location shall be 15 MW.
 - c) Under this RFP, a Hybrid Power Project shall mean a Project comprising two

“components” – one Solar and one Wind Power Project. The rated Contracted Capacity of solar component shall be between minimum 33% or maximum 36% of Contracted Capacity. (For e.g, if the total Contracted Capacity quoted by Bidder is 100 MW, Solar capacity should be in the range of 33 MW to 36 MW). It is further clarified that the criteria of a solar component meeting minimum 33% of the Contracted Capacity of the Project will be examined based on the rated AC capacity declared by the bidder for the corresponding component of the Project.

Note: In the interest of utilizing the optimization potential offered by Wind – Solar Hybridization of the two resources, HPD shall be required to declare the rated Project capacity of the Hybrid Power Project irrespective of the rated capacities of Solar and Wind project components, and the same declared rated Project capacity shall be considered as the Contracted Capacity of the Hybrid Power Project. The same Contracted Capacity shall be entered in the covering letter and shall be considered as a Contracted Capacity under the PPA.

For avoidance of any doubt, it is hereby reiterated that the Contracted Capacity of the Hybrid Power Project does not necessarily have to be the arithmetic sum of the rated/ installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the two components shall be strictly adhered to, failing which, the Project shall not be eligible for commissioning under the RFP. It is important to note that, HPD shall be required to maintain the ratio of solar capacity and wind capacity with respect to the total Project capacity as mentioned above in Clause 3.2.2 (I) (c) in all the above cases i.e., either in case of Contracted Capacity or in case of installed capacity.

- II. The HPDs shall demonstrate the rated capacities of each components separately at the input side of the MPPTCL Substation or Pooling Substation or Sub-Pooling Substation as per the commissioning procedures decided by the RUMSL and/or Procurer.

The HPD shall also maintain records of generation of electrical energy from Wind and Solar components of the Hybrid Power Project separately. The same shall be made available monthly by the HPD to Procurer or as and when required by Procurer.

3.3. Project Scope:

The Successful Bidder shall set up Hybrid Power Project including the transmission/Distribution network up to the Delivery Point(s), at its own cost and in accordance to the provisions of this RFP document. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from Government and local bodies shall be in the scope of the Successful Bidder. However, the selection of Projects would be technology agnostic.

3.4. Eligibility for Quoted Capacity Allocation

Following conditions shall be applicable to the Bidders for submission of bids against this RFP:

- 3.4.1. A Bidder including its Parent or Affiliate or any Group Company can only submit a single bid, offering a minimum Quoted Capacity of 15 MW and maximum Quoted Capacity subject to maximum Bid Capacity of 750 MW. The Quoted Capacity by the Bidder shall be an Integer value or whole number.
- 3.4.2. Multiple Bids from same company including its Parent/ Affiliates/ Group Companies shall make all the bids submitted by the group invalid.
- 3.4.3. A Bidder, including its Parent or Affiliate any Group Company shall submit a single bid , in the prescribed formats.

Note: In case a common Company/Companies directly or indirectly hold(s) less than 26% shareholding in more than one Bidder, participating in the RFP, each of such Bidders will be required to submit the Disclosure as per Format 5.8. In all other cases, Format 5.9 will be applicable.
- 3.4.4. The total Contracted Capacity to be allocated to a Bidder including its Parent or Affiliate or any Group Company shall be up to 750 MW.
- 3.4.5. Multiple bids from same company including its Parent/ Affiliates/ Group Companies shall make all the bids invalid as submitted by the group.
- 3.4.6. The evaluation of Bids shall be carried out as described in Section 4. The methodology of allocation of Projects is also elaborated in Section 4.
- 3.4.7. In case the Bidder wishes to set up the Project at two locations, it needs to be physically

identifiable with separate injection points, control systems, metering arrangements, Interconnection Point(s) and Delivery Point(s).

3.5. Qualification Requirements

Short-listing of Bidders will be based on meeting the following General criteria:

- 3.5.1. The Bidding Entity should be incorporated in India under the Companies Act, 1956 or Companies Act, 2013 or co-operative societies act 1912 as applicable.
- 3.5.2. Bidding Consortium with one of the Company as a Lead member consortium shortlisted and selected based on this RFP has to necessarily form a Project Company/ Special Purpose Vehicle (SPV) and get it registered under the Companies Act, 2013, within fifteen (15) Days from the issuance of LOA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 5.5).

A Bidder which has been selected as Successful Bidder based on this RFP shall execute the Project through a new Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the Successful Bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. It is also clarified that the SPV shall be only for the purpose of the Project under this RFP and shall not engage in any other activities that are not directly related to the Project.
- 3.5.3. A Foreign Company can also participate on standalone basis or as a member of consortium in the RFP. In case of foreign company participating on standalone basis and its selection as Successful Bidder has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the Successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India. In case of a Foreign Company participating as a member of consortium, Clause 3.5.7 of the RFP shall be applicable.
- 3.5.4. In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications

thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RFP:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
- II. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- III. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium where any member of the consortium falls under any of the above.
- IV. In support of the above, the Bidder shall be required to submit necessary Declaration, as per Format 5.10 of the RFP.
- V. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

3.5.5. Limited Liability Partnership (LLPs) are not eligible for participation.

3.5.6. A Bidder which has been selected as Successful Bidder based on this RFP can also execute the Project through a new Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated/acquired as a subsidiary Company of the Successful Bidder for setting up of the Project, with at least 51% shareholding in the SPV, which has to be registered under the Indian Companies Act, 2013, before signing of PPA.

- 3.5.7. Any consortium, if selected as Successful Bidder for the purpose of supply of power to Procurer, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RFP) before signing of PPA with Procurer, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RFP. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to RFP up to one year from the COD of the Project. Transfer of Controlling Shareholding within the same group of companies will however be allowed after COD with the prior approval of Procurer, subject to the condition that, the management control remains within the same group of companies.
- 3.5.8. The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect as per Format 5.7.
- 3.5.9. Limited Liability Companies (LLC) shall be eligible to participate. Further, if such Limited Liability Companies are selected as Successful Bidders, they will have to register as a Company under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to either demonstrate or infuse the capital in form of his own equity in line with the requirement stipulated in Clause 3.6 given below.

Note: Limited Liability Companies (LLC) shall be eligible only for those LLCs which are formed by companies.

- 3.5.10. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses above should be an immediate 100% subsidiary of the Bidder, without any intermediaries involved.
- 3.5.11. Under the provisions of this RFP, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder shall provide information about the solar PV
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panels and wind turbines proposed to be installed in the project at the time of Financial Closure.

3.5.12. The Projects shall be developed as per the Guidelines issued by the Government for development of wind power projects or solar power projects or Hybrid Power Projects. The technical guidelines issued by the Government from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.

3.5.13.

3.6. Eligibility Criteria

3.6.1. Net Worth:

- I. The Net-Worth of the Bidder for the financial year ended on 31.03.2021 or 31.03.2022, whichever is latest, shall not be less than Rupees 1.15 Crore per MW (Rupees One crore Fourteen Lakh Sixty Thousand) of the Quoted Capacity in Bid.
- II. Bidders shall have to furnish a Certificate from Chartered Accountants/Appropriate Authority, certifying the Net worth per MW of Quoted Capacity as on 31st March, 2021 or as on the date at least 7 days prior to the due date of bid submission.
- III. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.
- IV. Pursuant to evaluation of Net-Worth Criteria as part of technical bid, if it is found by RUMSL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum Project capacity allowed as per this RFP.

3.6.2. Liquidity:

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- I. A minimum annual turnover of Rs. 61.54 lakhs/MW (Rupees Sixty-One Lakh Fifty-Four Thousand per MW) of the Quoted Capacity during the previous financial year 2020-21 or as on the date at least 7 days prior to the due date of bid submission. It is hereby

clarified that at “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

- II. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of Rs. 12.308 Lakhs/MW (Rupees Twelve Lakh Three Thousand Eight Hundred per MW) of the Quoted Capacity, as on the last date of previous financial year, 2020-21.
- III. In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of Rs. 15.385 Lakhs/MW (Rupees Fifteen Lakh Thirty-Eight Thousand Five Hundred per MW) of the Quoted Capacity, towards meeting the working capital requirement of the project quoted under this RFP. Such letter can also be obtained by the Affiliate(s) of the Bidder.

3.6.3. The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per 3.6.1 and 3.6.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and performance bank guarantees, in case the Bidder(s) fail to do so in accordance with the RFP. In case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

3.6.4. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty-six (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RFP.

3.6.5. A Company/Consortium would be required to submit the latest available annual audited accounts for the financial year either for 2020-21 or 2021-22 along with a net worth,

annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor; or in case of the bidder meeting the criteria on the date at least 7 days prior to due date of bid submission, provisional audited accounts as on the date at least 7 days prior to the due date of bid submission, along with copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements certified by a practicing Chartered Accountant/Statutory Auditor, in order to demonstrate fulfilment of the criteria. In case of Foreign Company, the Bidder(s) shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RFP falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same.

In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 3.6.6. For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- 3.6.7. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates prevailing on the relevant date and used for such conversion, as certified by their banker. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 3.6.6 above.
- 3.6.8. In case the response to RFP is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of

them in the Project Company.

For e.g. if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a Quoted Capacity of 50 MW, then, total Net-Worth to be met by the Consortium is Rs. 1.15 Crores x 50 MW = Rs. 57.5 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 40.5 Crore and to be met by Consortium Member B would be Rs. 17.25 Crore.

3.7. Connectivity with the Grid

- 3.7.1. The Project should be designed for delivery of energy at MPPTCL/ Discom sub-station as per applicable Delivery Point(s).
 - 3.7.2. The responsibility of getting the grid connectivity with MPPTCL shall entirely be of the Successful Bidder and the same shall be in the name of Successful Bidder/ SPV.
 - 3.7.3. The transmission of power up to the Interconnection Point and energy accounting/ metering infrastructure shall be the responsibility of the Successful Bidder at his own cost. The maintenance of Transmission system up to the Interconnection Point shall be responsibility of the Bidder.
 - 3.7.4. The arrangement of connectivity can be made by the Successful Bidder through a dedicated line which the Successful Bidder may construct himself or through any other agency. The entire cost of dedicated line including cost of construction of line, maintenance, losses etc. from the project up to the delivery point will be borne by the Successful Bidder.
 - 3.7.5. The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity and /or Open Access till the Delivery Point.
 - 3.7.6. The HPD shall comply with MPERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.
 - 3.7.7. The HPD shall be responsible for all the losses and any other charges as may be applicable under the respective regulations till the Delivery Point.
 - 3.7.8. It may be noted that sub-pooling of wind and solar power from the respective components, prior to the Delivery Point, may be possible at one or more than one Sub-pooling Substations where hybridization of power takes place. However, any such
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hybridization of power shall mandatorily be achieved prior to injection of power into the Delivery Point. Further, at Sub-pooling Substation, individual meters of accounting energy injected from solar and wind power components shall be installed and provide monthly data to the Procurer without any fail.

3.8. Clearances required from the Central/State Government and other local bodies

3.8.1. The Hybrid Power Developers are required to obtain necessary clearances and permits as required for setting up the Wind-Solar Hybrid Power Projects.

3.9. Bid Security and Performance Bank Guarantees (PBG)

3.9.1. **Bid Security:** The Bidder shall furnish, as part of its Proposal, a duly notarized and stamped bank guarantee for the bid security of Rs. 11.5 lakh per MW in favour of "Rewa Ultra Mega Solar Limited" in the format set out in Format 5.3. The format of the Bid Security shall be strictly adhered to and any deviation from the given Format shall result in rejection of it and consequently, the bid.

Upon submission of Bid Security, the Bidder hereby accepts, agrees and acknowledges that in the event of an invocation of the Bid Security by RUMSL as prescribed under this RFP, such Bidder will be suspended and disqualified, in all respects, from participating, in any manner whatsoever, in any and all tenders floated by RUMSL for a period of 2 (two) years from the date of default as notified by RUMSL to such Bidder.

Further, provisions of this Clause will be triggered by any of the following:

- I. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid, as extended from time to time.
- II. In case, RUMSL issues the LOA and offers to execute the PPA and if the Selected Bidder does not submit the requisite documents as per Clause 3.11 of the RFP or does not execute the PPA within the stipulated time period.
- III. If after the issuance of LoA, it is found that the documents furnished by the Successful Bidder as part of response to RFP are misleading or misrepresented in any way.
- IV. If the Successful Bidder fails to furnish required Performance Bank Guarantee in

accordance with Clause 3.9 of the RFP.

- V. If a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3.29 of this RFP.

If the Bidder is declared as the Successful Bidder, then the validity of the Bid Security of such Selected Bidder shall automatically be extended, for a period until the Selected Bidder submits the Performance Bank Guarantee and submit the required documents under Clause 3.11.4, in accordance with the Project Agreements. The Bid Security of the Successful Bidder will expire upon the Selected Bidder submitting the Performance Bank Guarantee, in accordance with the Project Agreements.

3.9.2. Performance Bank Guarantee (PBG): The Bidder selected by RUMSL, based on this RFP shall submit the Performance Bank Guarantee (PBG) of Rs. 17.25 Lakh/MW according to the Format 5.4, issued in favor of Procurer seven (7) days prior to signing of PPA, with a validity period of up to six (6) months from SCOD.

The PBG shall be required to be issued in the name of the Company signing the PPA with Procurer, i.e. either the Successful Bidder or the SPV incorporated for implementing the Project.

- I. Non- submission of PBG within the above-mentioned timelines shall be treated as follows:

- a) *Delay upto one (1) month from due date of submission of PBG:* Delay charges @1% of the PBG amount + 18% GST per month levied on per day basis shall be paid by the HPD to Procurer in addition to the PBG amount.
- b) *Delay beyond one (1) month from the due date of submission of PBG:* The Project shall stand terminated. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum on pro-rata basis.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of thirty (30) days. RUMSL/ Procurer has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit.

- II. The Successful Bidder shall furnish the PBGs 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. PBGs issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
- III. The format of the Bank Guarantees prescribed in the Format 5.4 (PBG) shall be strictly adhered to and any deviation from the given Format shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed by Procurer.
- IV. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- V. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Successful Bidders/ HPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process/ contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through Bank Details and a confirmation in this regard is received by Procurer.
- VI. In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- VII. The PBGs of the HPDs shall be returned to the HPDs immediately after successful COD of the Project as per terms of PPA, after taking into account any liquidated damages due to delays in COD as per relevant clause of RFP and PPA.
- VIII. The Successful Bidders are required to sign PPA with Procurer in line with the timelines as mentioned in Clause 3.11. In case, the Selected Bidder refuses to execute the PPA within the stipulated time period, the selected Project(s) shall stand cancelled and the provisions of Clause 3.9 of the RFP shall be applicable, and the Successful Bidder expressly waives off its rights and objections, if any, in that respect.

3.10. Success Charges & Payment Security Fund

- 3.10.1. *Success Charges:* The Selected Bidder shall have to pay Rs. 40,000/MW/Project + 18% GST, to RUMSL as Success Charges, towards administrative and legal overheads for the successful completion of bid process, filing of deviation petition, filing of petition for tariff adoption, coordination with State Authorities, Discom/ MPPTCL, etc, and any other expense. The payment has to be made by the HPD in the form of NEFT/RTGS within fifteen (15) days from the issuance of LOA but prior to execution of PPA. Any delay in depositing the said amount to RUMSL as mentioned above within the stipulated time shall attract late payment charges @18% per annum + 18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to RUMSL.
- 3.10.2. *Payment Security Fund:* Prior to 3 months of SCOD or proposed COD, whichever is earlier, the HPD shall furnish a Payment Security Fund (PSF) @Rs. 5 lakh/MW/Project, to Procurer through NEFT/RTGS in the designated bank account. This fund shall form part of the Payment Security Fund maintained by Procurer for the Projects. Modalities of operationalization of the Payment Security Fund will be notified by Procurer/RUMSL at appropriate stage through necessary guidelines/orders. The above amount shall be credited to Procurer/pro-rata to the part Contracted Capacity being commissioned at that stage.

3.11. Power Purchase Agreement

- 3.11.1. Power Purchase Agreement shall be executed between the Procurer and the Successful Bidder or its 100% subsidiary Special Purpose Vehicle (SPV). The PPA shall be signed at the tariff rate for the Quoted Capacity as quoted by the Bidder in the “Price Bid” or rate discovered after e-Reverse Auction, whichever is lower.
- 3.11.2. A single PPA will be executed between the Procurer and Successful Bidder or its 100 % SPV for each project. The PPAs shall be valid as per the provisions of PPA.

Note: Single PPA will be executed between the Procurer and the HPD as per the breakup of the cumulative Contracted Capacity awarded to the Bidder. The HPD shall provide the project breakup for the cumulative Quoted Capacity, in the Covering Letter (Format 5.1),

which can be changed by the HPD prior to signing of PPA. The final project configuration, adding up to the cumulative capacity awarded to the Successful Bidder may be intimated to RUMSL and the Procurer at least one (1) week prior to the signing of PPA, which shall remain unchanged subsequent to signing of PPA. However, the HPD will be allowed to change the location of the Project(s) upto six (6) months from the execution of PPA without any change in the project configuration. Delays in connectivity and/or LTA for the Project(s) on account of such changes in Project locations, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder/ HPD.

3.11.3. The Performance Bank Guarantee as per Clause 3.9 and Success Charges as per Clause 3.10 above, shall be submitted by the HPD prior to signing of PPA. Before signing of PPA between Procurer and the HPDs, RUMSL will verify the documents furnished by the Bidders at the time of submission of response to RFP including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the documents. If at this stage it is found that the documents furnished by the HPDs are false / misleading or misrepresented in any way, then the provisions contained in this RFP will be applicable.

3.11.4. Successful Bidders will have to submit the required documents including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents to RUMSL and Procurer within fifteen (15) days of date of issue of Letter of Award (LoA). In case of delay in submission of documents beyond the timeline as mentioned above, RUMSL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Further, RUMSL is allowed to levy a penalty of Rs. 1,00,000 per day and shall be deducted from the Bid Security.

In case of further delays beyond 30 Days on the part of the HPD in submission of requisite documents prior to signing of PPAs, the Effective date of the PPA shall remain the date as on sixty (60) days from issuance of LoA, irrespective of the date of signing of PPA. In extraordinary cases of unavoidable delays on the part of Procurer in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

3.11.5. The HPDs will be free to repower their Projects from time to time during the PPA duration, in line with applicable guidelines of MNRE/MPERC or any appropriate agency/ department in this regard.

3.11.6. The HPDs are free to operate their projects after expiry of the PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the HPD and the Procurer, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of PPA.

3.12. Capacity Utilization Factor (CUF)

3.12.1. Criteria for generation: The HPD will declare the CUF of their project at the time of bid submission and will be allowed to revise the same once within first three years of COD. Calculation of CUF will be on yearly basis for each Contract Year. The declared CUF shall in no case be less than 30% over a Contract Year.

3.12.2. The HPD shall maintain generation so as to achieve annual CUF not less than 90% of the declared value (i. e. minimum CUF) and not more than 120% of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxed by the Procurer to the extent of grid non-availability for evacuation which is beyond the control of the HPD.

3.13. Repowering:

The Wind-Solar Hybrid Power Generator(s) may be allowed repowering for a maximum cumulative period of six (6) months during the entire PPA term. The HPD shall not be in default for non-supply of power during this period of repowering.

However, the Procurer will be obliged to buy power only within the range of CUF, as specified in the PPA. Any excess generation will be dealt as per PPA.

3.14. Financial Closure or Project Financing Arrangements

3.14.1. The Power Producer shall report 100 % tie-up of Financing Arrangements for the projects within Twelve (12) months the date of signing of PPA. Accordingly, the Successful Bidder shall furnish the following documents within Twelve (12) months from the date of signing of PPA. In this regard, the HPD shall submit a certificate/necessary documents

from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

3.14.2. Tie-up letter of 100% Financing Arrangements: internal resources and/or tie up funds through a bank/ financial institution by way of a legally binding agreement/sanction letter for commitment of such finances. The Successful Bidder shall submit the undertaking that legally binding agreement shall be submitted within two months from the execution of PPA and submit the following indicative documents for attaining financial closure:

- I. The Detailed Project Report (DPR).
- II. Connectivity Agreement and/or any other relevant Agreement with MPPTCL/ DISCOM;

3.14.3. If the HPD fails to tie-up Financing Arrangement for the projects within Fifteen (12) months as prescribed above or if the HPD fails to report such tie-up then the Procurer shall forfeit the Performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to a Force Majeure.

3.14.4. Accordingly, the Successful Bidder shall furnish the following documents within 12 months from the date of signing of PPA:

- I. Submission of the details of all planned/proposed solar panels, inverters and wind turbine generators, along with necessary purchase order/agreements for the project at least fourteen (14) days prior to the scheduled financial closure date.
- II. Identification of 100% of the land for the project.

3.14.5. In case of delay in achieving above condition as may be applicable, the Procurer shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, unless the delay is on account of Force Majeure as per PPA.

3.14.6. Successful Bidders will have to submit the required documents as listed above to Procurer and RUMSL at least fourteen (14) days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, Procurer and RUMSL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

3.14.7. An extension for the attainment of the financial closure can however be considered by Procurer and RUMSL, on the sole request of the HPD, on payment of penalty of Rs.10000/- per day per MW (excluding 18% GST, if applicable). This extension will not

have any impact on the Scheduled Commissioning Date (SCOD). However, such amount of penalty paid so shall be returned to the Solar Power Generator without any interest within a period of sixty (60) days of achievement of successful commissioning provided such commissioning is within the Scheduled Commercial Operation Date (SCOD).

- 3.14.8. HPD has to submit Sworn affidavit from the authorized signatory of the HPD listing the details of the land and certifying that total land required for the Project is under clear possession of the HPD. Change of land for the projects, where the Project is located, is allowed prior to fulfilment of Financial Closure, under prior intimation to the Procurer and RUMSL.

3.15. Minimum Paid up Share Capital to be held by Project Promoter

- 3.15.1. The Company developing the project shall provide complete information in their bid in reference to RFP about the Owner or Promoters and their shareholding in the company indicating the Controlling Shareholding before signing of PPA with the Procurer.
- 3.15.2. The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of the Procurer and RUMSL. However, in case the Project is being set up by a Public Limited Company, this condition will not be applicable.
- 3.15.3. In the event the Successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the Procurer and RUMSL.
- 3.15.4. However, in case the Successful Bidder shall be itself executing the PPA, then it shall ensure that its Owner or Promoters shall not cede control (Control shall mean ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors) till 1 (one) year from the COD, except with the prior approval of Procurer and RUMSL. In this case it shall also be essential that the Successful Bidder shall provide the information about its owner or promoters or and their shareholding to Procurer and RUMSL before signing of the PPA with the Procurer.
- 3.15.5. Any change in the shareholding after the expiry of 1 (one) year from the COD

can be undertaken under intimation to the Procurer.

- 3.15.6. In case, the financial eligibility and qualification is attained through financials of Parent Company, then the shareholding pattern of the Parent Company shall not change till the COD of the Project and the shareholding pattern of the bidding entity and/or project execution entity shall not change till one year from the date of COD.
- 3.15.7. In the event the HPD is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with the Procurer.
- 3.15.8. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by HPD to the Procurer.

3.16. Structuring of the Bid selection process

Single stage, two envelope bidding followed by reverse auction has been envisaged under this RFP. Bidders have to submit both Technical bid and Financial bid (fixed tariff) together in response to this RFP online. The preparation of bid proposal has to be in the manner described in Section 3.17.

3.17. Instructions to Bidders for structuring of bid proposals in Response to RFP

The Bidder including its Parent or Affiliate or any Group Company shall submit single response to RFP. Detailed Instructions to be followed by the bidders for online submission of response to RFP as stated at Annexure – B.

Submission of bid proposals by Bidders in response to RFP shall be in the manner described below:

- 3.17.1. Covering Letter as per **Format 5.1**.
- 3.17.2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 5.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be

supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

I. Bid Security as per **Format 5.3**.

II. Board Resolutions, as per prescribed formats enclosed as **Format 5.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a) Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RFP and in the event of selection of the Projects, to sign the PPA with the procurer.

Also, Board Resolution from each member of the Consortium in favour of the person signing Consortium Agreement.

b) Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and

c) Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

III. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 5.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

IV. Submission of details on Financial Requirement as per **Format 5.6**, along with the certificate from practicing Chartered Accountant/Statutory Auditors showing details of computation of the financial credentials of the Bidder.

V. Undertaking regarding no willful default and no major litigation pending as per **Format 5.7**.

VI. Disclosure regarding participation of any related companies in the bidding process as per Format **5.8 and 5.9**.

VII. Declaration regarding Procurement from certain countries as per Format **5.10**.

VIII. Declaration regarding Funding Arrangement as per Format **5.11**.

IX. Covering letter for the submission of financial bid as per Format **5.12**.

X. Attachments

- a) Memorandum of Association, Section of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to generation and sale of Power/ Energy/ Renewable Energy/ Wind-Solar Hybrid Power plant development.

In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the Bidder is selected as Successful Bidder.

If the Successful Bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/Solar/Wind Power plant development has to be submitted prior to signing of PPA.

- b) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
- c) A certificate of shareholding of the bidding company, its Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary/ Appropriate Authority as on a date within one week prior to the last date of bid submission.
- d) Documents containing information about the Promoters and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) to the RUMSL indicating the Controlling Shareholding at the stage of submission of response to RFP to RUMSL. RUMSL reserves the right to seek additional information relating to shareholding in promoter companies, their Parents or Affiliate/ and other Group Companies to satisfy themselves that RFP conditions have been complied with and the Bidder will ensure submission of the same within the required timelines.

- e) Certified copies of annual audited accounts for the last financial year, i.e. 2020-21 as applicable shall be required to be submitted; OR in case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant/ Appropriate Authority with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available) shall be required to be submitted.
- f) Certificate from Chartered Accountants/ Appropriate Authority, certifying the Net worth of the Bidder per MW of Quoted Capacity as on 31st March, 2021.
- g) Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

3.18. Important notes and instructions to Bidders

- 3.18.1. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 3.18.2. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RFP. The documents submitted online will be verified before signing of PPA.
- 3.18.3. If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RFP, in any manner whatsoever, RUMSL reserves the right to reject such response to RFP and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be forfeited. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RFP.
- 3.18.4. If the event specified above is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 3.18.5. Response submitted by the Bidder shall become the property of the RUMSL and RUMSL shall have no obligation to return the same to the Bidder.
- 3.18.6. All documents of the response to RFP (including RFP, PPA and all other documents/information uploaded on <https://www.bharat-electronictender.com> part of this RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

RFP) submitted online must be **digitally signed** by the person authorized by the Board as per Format 5.4.

- 3.18.7. The response to RFP shall be submitted as mentioned in Section 3.17. No change or supplemental information to a response to RFP will be accepted after the scheduled date and time of submission of response to RFP. However, RUMSL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RFP.
- 3.18.8. The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 3.18.9. All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 3.18.10. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- 3.18.11. Response to RFP that are incomplete, which do not substantially meet the requirements prescribed in this RFP, will be liable for rejection by RUMSL.
- 3.18.12. Response to RFP not submitted in the specified formats will be liable for rejection by RUMSL.
- 3.18.13. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 3.18.14. Non submission and/or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of RUMSL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- 3.18.15. The MPERC shall be the appropriate commission to exercise the regulatory issues in regard to matters between HPD and the Procurer/ RUMSL. Subject to the above, only Madhya Pradesh Courts shall have exclusive jurisdiction in all matters pertaining to this RFP.

3.19. Non-responsive Bid

The electronic response to RFP submitted by the Bidder along with the documents submitted online to RUMSL shall be scrutinized to establish “Responsiveness of the bid”. Each Bidder’s response to RFP shall be checked for compliance with the submission requirements set forth in this RFP.

Any of the following conditions shall cause the Bid to be “Non-Responsive”

- 3.19.1. Non-submission of the requisite cost of RFP and/or processing fee as mentioned in the bid Information Sheet.
- 3.19.2. Non-submission of bid security in acceptable form along with RFP document.
- 3.19.3. Response to RFP not received by the due date and time of bid submission.
- 3.19.4. Non-submission of correct, valid and operative Pass-Phrases for Technical and/or Financial Bid (Price Bid) Parts after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid;
- 3.19.5. Non-submission of the Bank Guarantee (for Bid Security) as per Format 5.3 and/or NEFT/RTGS details against the Cost of RFP Document and/or NEFT/RTGS against Bid Processing Fee.
- 3.19.6. Any indication of the tariff quoted, in any part of response to the RFP, other than in the Financial Bid;
- 3.19.7. Data filled in the Electronic form of Financial Bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
- 3.19.8. Conditional bids shall be summarily rejected.
- 3.19.9. In case it is found that the Bidding Company including Parent / Affiliate / Group Companies have submitted more than one response to this RFP, then all these bids submitted shall be treated as non-responsive and rejected.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in case of non-submission of Bid Security, such Bidder will be debarred from participating in any of the tenders issued by RUMSL, for a period of twelve (12) months, starting from the last date of bid submission of this RFP.

3.20. Method of Submission of Response to RFP by the Bidder

3.20.1. No Documents to be submitted Offline prior to Bid Submission Deadline

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No documents will be accepted in person, on or before the date of bid submission. The offline documents shall be submitted by Selected Bidder in person prior to issuance of LOA.

3.20.2. Documents to be submitted Online

Detail instructions to be followed by the Bidders for online submission of response to RFP as stated as Annexure - B. The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee towards Bid Security for requisite amount within three (3) working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RFP and Processing fee shall be encashed.

All documents of the response to RFP submitted online must be digitally signed and uploaded on the website, www.bharat-electronictender.com which should contain the following:

I. “Technical Bid (First Envelope)”

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- a) Fee receipt of NEFT/RTGS/ details towards Cost of RFP Document and Bid Processing Fee as mentioned in Bid Information Sheet.
- b) Formats - 5.1, 5.2, 5.3, 5.4, 5.5 (as applicable), 5.6, 5.7, 5.8, 5.9 or 5.10 (as applicable), 5.11 and 5.12 as elaborated in Clause 3.17;
- c) All attachments elaborated in Clause 3.17: Attachments, with proper file names.
- d) All supporting documents regarding meeting the eligibility criteria.
- e) Scanned Copies of NEFT/RTGS order details towards Cost of RFP Document as mentioned in Bid Information Sheet.
- f) Pass-phrases for Techno-commercial and Financial bids submitted on the ETS

portal via mail to RUMSL. Email to RUMSL should be sent and delivered at least 1 (one) day prior to the date of opening of the respective bids, as set out Bid Information Sheet.

The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

Submission of Pass-phrases: In line with Clause 3.18.8 above, and Annexure - B, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

II. "Financial Bid (Second Envelope)"

Bidders shall submit the single Financial Bid containing the **scanned copy** of following document(s):

- a) Covering letter as per Format 5.12 of the RFP document;

Only a single tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

Important Note:

- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- (ii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (iv) Any Financial Bid received in the physical form shall be considered as a non-responsive Bid and would be rejected.

3.21. Validity of the Response to RFP

The Bidder shall submit the response to RFP which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to RFP (Bid Validity). RUMSL reserves the right to reject any response to RFP which does not meet the afore mentioned validity requirement.

3.22. Bid Preparation cost

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

3.23. Clarifications/Pre-Bid meeting/ Enquires/ Amendments

- 3.23.1. Clarifications/ Doubts, if any, on RFP document may be emailed at rumsinfo@mpnred.com and/or through ISN-ETS portal. The format for submission of clarifications is available on the portal.
- 3.23.2. RUMSL will make an effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and RUMSL's response will be uploaded in the website www.bharat-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by RUMSL which will be notified on RUMSL/ISN-ETS web site. No separate reply/intimation will be given for the above, elsewhere.
- 3.23.3. A Pre-Bid Meeting shall be held as mentioned in the Bid Information sheet (Information to be notified later on ISN-ETS Portal).

3.24. Right of RUMSL to reject a Bid

RUMSL reserves the right to reject any or all of the responses to RFP or cancel the RFP or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

3.25. Post LOA Compliances

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Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of HPD. RUMSL and the Procurer shall not be liable for issuing any intimations/reminders to HPDs for timely completion of milestones &/or submission of compliance documents.

Any checklist shared with HPD by RUMSL or the Procurer for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RFP and PPA must be timely submitted by the HPD.

3.26. Correspondence with Bidders

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

3.27. Proprietary Data

All documents and other information provided by RUMSL or submitted by a Bidder to RUMSL will remain or become the property of RUMSL, as the case may be. Bidders are required to treat all information provided by RUMSL 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.

3.28. Confidentiality Obligations of RUMSL

RUMSL 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. RUMSL may not divulge any such information or any information relating to the evaluation of the Bids or the Bid Process, unless:

- 3.28.1. such publication is contemplated under these Bid Documents; or
- 3.28.2. such publication or disclosure is made to any Person who is officially concerned with the Bid Process or is a retained professional advisor advising RUMSL or the Bidder on matters arising out of or concerning the Bid Process; or
- 3.28.3. such publication is made for promoting the 750 MW Solar-Wind based Hybrid Power Project, including the names of Bidders that participated in the Bid Process and the Tariff quoted by them; or
- 3.28.4. it is directed to do so by any statutory authority that has the power under law to require its

disclosure; or

3.28.5. such publication is to enforce or assert any right or privilege of the statutory authority and/or RUMSL or as may be required by law (including under the Right to Information Act, 2005); or

3.28.6. in connection with any legal process.

3.29. FRAUD AND CORRUPT PRACTICES

3.29.1. 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, RUMSL 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.

3.29.2. Without prejudice to the rights of RUMSL under Clause 3.28 above, if a Bidder is found by RUMSL 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 RUMSL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

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

I. **corrupt practice** means:

- a) 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 RUMSL who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Units 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 RUMSL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or

- b) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of all the Project Agreements, as the case may be, any Person in respect of any matter relating to the Projects, the Bid Process or any of the Project Agreements, who at any time has been or is a directly or indirectly appointed legal, financial or technical advisor of the RUMSL on any matter concerning the 750 MW Solar-Wind based Hybrid Power Projects.

For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Associates/Affiliates 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 Project Agreement;

- II. **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;
- III. **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;
- IV. **undesirable practice** means: (i) establishing contact with any Person connected or employed or engaged by RUMSL 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
- V. **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.

3.30. GOVERNING LAW

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

3.31. 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.

SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

Section 4: Bid evaluation methodology and selection of Projects

4.1. Bid Evaluation

- 4.1.1. Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in **Section 3** of this RFP.
- 4.1.2. To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and RUMSL still wants to continue with the bidding process, the same may be done with the consent of MPPMCL and MPERC.
- 4.1.3. The detailed evaluation procedure and selection of Bidders are described in subsequent sections in this Section.

4.2. Techno-commercial Evaluation of Bidders

4.2.1. First Envelope (Technical Bid) Evaluation (Step-1):

- I. The first envelope (Technical Bid submitted online) of only those Bidders will be opened by RUMSL whose required documents as mentioned in Clause 3.20 are received at RUMSL office on or before the time mentioned in Clause 3.20.1.
- II. Documents (as mentioned in the previous Section) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- III. Subject to Section 3.19, RUMSL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RFP. During the examination of the bids, RUMSL may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by RUMSL within seven (7) days from the date of such intimation from RUMSL. All correspondence in this regard shall be made through email (rumsinfo@mpnred.com) or <https://www.bharat-electronictender.com>. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the Covering Letter. No

reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. RUMSL shall not be responsible for rejection of any bid on account of above.

- IV. The response to RFP submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RFP.

4.2.2. **Second Envelope (Financial Bid) Evaluation (Step-2):**

In this step evaluations shall be done based on the Tariff quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- I. Second Envelope (containing Tariff) of only those Bidders shall be opened online whose technical bids are found to be qualified.
- II. The Bidders including its Parent or Affiliate or any Group Company will have to submit bid (single application) quoting a tariff (in paisa) per kWh for the project. Tariff must be quoted without decimal digit. If it is quoted with more than one digit after decimal, it shall be ignored after first decimal place. (For e.g. if the quoted tariff is 233.3 paisa, then it shall be considered as Rs. 233 or if the quoted tariff is 233.7 paisa, then it shall be considered as Rs. 233).
- III. In this step, evaluation will be carried out based on tariff quoted by the Bidders in paisa/kWh. However, it is clarified that all other amounts in the Proposal that are related to Indian currency should be stated in Indian Rupees.
- IV. On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Hybrid Power Projects short-listed is less than 750 MW, then the procedure as elaborated in Clause 4.3 shall be followed.
- V. On completion of Techno-commercial bid evaluation, if it is found that only one or two Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of RUMSL. Thereafter, RUMSL will take appropriate action in consultation with the Procurer and MPERC, if required.
- VI. If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

VII. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n as mentioned in clause 4.3.2).

VIII. Ranking of Bidders after Financial Bid Evaluation: Ranking of Bidders shall be done accordingly. For example:

Bidder	Submitted Financial bid	Ranking
B1	235 (Tariff in Paisa/ kWh)	<i>L1 (Best Quote)</i>
B2	237 (Tariff in Paisa/ kWh)	<i>L2</i>
B3	237 (Tariff in Paisa/ kWh)	<i>L2</i>
B4	240 (Tariff in Paisa/ kWh)	<i>L3</i>
B5	245 (Tariff in Paisa/ kWh)	<i>L4</i>
B6	248 (Tariff in Paisa/ kWh)	<i>L5</i>
B7	249 (Tariff in Paisa/ kWh)	<i>L6</i>
B8	250 (Tariff in Paisa/ kWh)	<i>L7</i>
B9	252 (Tariff in Paisa/ kWh)	<i>L8</i>
B10	252 (Tariff in Paisa/ kWh)	<i>L8</i>

4.3. Reverse Auction (Step-3)

4.3.1. The reverse auction shall be conducted on www.bharat-electronictender.com. Reverse Auction shall be carried out on the day as intimated by RUMSL to the Eligible Bidders.

4.3.2. The total Eligible Bidders for reverse auction shall be decided as mentioned below:
Assuming

T = Total number of techno-commercially qualified Bidders, and

S_k = Cumulative capacity till the 'k'th serial number Bidder (**not the 'k'th rank Bidder**) after ranking is done in ascending order from L1 onwards

$S_E =$ (Eligible Capacity for award)	(i) In case $S_T \leq 750$ MW; $S_E = 0.8 \times S_T$; (ii) In case $S_T > 750$ MW; $S_E = 0.8 \times S_T$, subject to maximum eligible Capacity being 750 MW;
--	---

Total Eligible Bidders for e-Reverse Auction

- I. In case $(0.8 \times S_T) \leq 750$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RFP provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”.
- II. In case $(0.8 \times S_T) > 750$ MW: The lowest ranked Bidder (H1 Bidder) quoting the highest tariff, shall be eliminated at this stage and the remaining techno-commercially qualified Bidders whose financial bids are in line with the RFP provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”-1.

Note:

- a) In case more than one bidder is ranked as “H1” Bidder, i.e. such bidders are at the same tariff, all such bidders will be eliminated at this stage.
 - b) The above elimination will take place subject to the condition that the total Quoted Capacity by the Bidders after such elimination remains more than 750 MW, otherwise, no elimination will take place at this stage.
- 4.3.3. At least three days prior to reverse auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent to by email to all Bidders whose technical bids have been opened and found to be qualified. Further, at least two hours before the schedule start time of e-Reverse Auction, final intimation for participation in the e-RA will be sent to all those Bidders only who have been shortlisted based on the criteria mentioned at Clause 4.3.2.
- 4.3.4. Shortlisted Bidders for Reverse Auction will be able to login into the ISN-ETS website of reverse auction 15 minutes before the start time of reverse auction.
- I. During the 15 minutes prior to start of reverse auction process, the respective tariff along with the total Quoted Capacity of the Bidder shall be displayed on its window.
 - II. From the commencement of Reverse Auction Process until the last quoted Tariff reaches a value which is 10% (ten percent) lower than the lowest L1 ranking at the start of Reverse Auction i.e., 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 Rupees 0.01 (One Paisa) or multiples thereof. Once the lowest quoted Tariff reaches a value which is 10% (ten percent) lower than the lowest Best Quote, then the minimum decrement value will automatically change to Rupees 0.001 (0.1 Paisa) or multiples thereof.

For illustration, if the Best Quote is 240.0 Paisa, then a Bidder other than the Bidder quoted Best Quote could submit its first bid during the Reverse Auction Process for Unit 1 of a maximum value of 240.0 Paisa, or any other lower value. Once the last quoted Tariff reaches 216.0 Paisa (i.e., the value which is 10% (ten percent) lower than the Best Quote of 240.0 Paisa), then the minimum decrement value will automatically change to 0.10 Paisa and then the next bid of the Bidder could be 215.9 Paisa or any other lower value.

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

- III. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- IV. During reverse auction, the Bidder shall not have the option of changing the total Quoted Capacity while quoting tariff during reverse auction.
- V. In the bidder's bidding window, the following information can be viewed by the bidder:
 - a) Its tariff as their initial start price and there after last quoted tariff along with Quoted Capacity for which the bidder is qualified.
 - b) The list of all the bidders with their following details: Pseudo Identity, last quoted tariff and Project Capacity
- VI. The initial auction period will be of 60 minutes (one hour) with a provision of auto extension by Ten (10) minutes from the scheduled/extended closing time if any fresh bid is received in last Ten(10) minutes of auction period or extended auction period. If no valid bid is received during last ten (10) minutes of auction period or extended auction period, then the reverse auction process will get closed.

- a) Green Zone: This zone consists of the Bidders who may be allocated their full Quoted Capacity, subject to the Clause 4.4, if the auction is closed at that instant.
- b) Yellow Zone: This zone consists of the Bidder who may be allocated a part of their Quoted Capacity, subject to the Clause 4.4, if the auction is closed at that instant.
- c) Red Zone: This zone consists of the Bidders who will not be awarded their Quoted Capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 10 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

4.4. Selection of Successful Bidders

4.4.1. Subsequent to conclusion of the e-RA process, the bidders in the “Green” and “Yellow” zones as per Clause 4.3.4 above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

4.4.2. The Bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 5% of the L1 tariff hereinafter referred to as “The Range”- will be declared as Successful Bidders under this RFP, subject to the following conditions:

- I. In case, the cumulative capacity shortlisted as per The Range exceeds S_E (capacity eligible for award as per Clause 4.3.2 above), the list of Successful Bidder shall be limited by S_E .
- II. In the scenario wherein more than one Bidder is eligible to be declared as Successful Bidder at the same tariff within The Range and the cumulative capacity exceeds S_E , time stamping of Bidders shall be used to limit allocation of cumulative capacity up to S_E . In such cases, those bidders who are at the same tariff, but they are ranked lower based on time stamping than the ones which fall within the cumulative capacity limit of S_E , shall not be eligible to be declared as Successful Bidders.

For more clarity, in case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last bid (time stamping) with preference to be given to that Bidder who has quoted his last bid during the e-RA, earlier than others.

In the above case, if the time of quote (time stamping) also becomes exactly same among

the Bidders, then the ranking among these Bidders shall be done as follows:

- a) Step 1: Highest rank (L1) will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these Bidders, then the Step 2 will be followed.
- b) Step 2: Final ranking will be done based on draw of lots.

Illustration: Following example provides a possible illustration of the above methodology:

- L1 tariff discovered after e-RA: Rs. 2.500/kWh
- The range (L1+ 5% of L1): Rs. 2.625/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time Stamp	Tariff (Paisa/kWh)	Qualified as Successful Bidder	Allotted Capacity (MW)
L1	100	100	NA	250.5	L1	100
L2	200	300	NA	251.5	L2	200
L3	100	400	NA	252.5	L3	100
L4	200	600	NA	253.0	L4	200
L5	100	700	14:00:01	253.5	L5	100
L6	80	780	14:00:02	253.5	L6	50
L7	70	850	14:00:03	253.5	---	---
L8	100	950	NA	254.0	---	---
L9	200	1150	NA	255.0	---	---

- 4.4.3. The allocation of cumulative Quoted Capacity shall be closed at S_E . However, in no case, shall the capacity of a single Project selected under this RFP, be less than 15 MW. In case of the last Successful Bidder, if the balance Bid Capacity is less than the total Quoted Capacity mentioned by the Bidder but greater than 15 MW, then the Project shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding S_E , being awarded under the RFP.

- 4.4.4. In case the partial capacity offered to the last Successful Bidder as per above, is lower than 50% of the total Quoted Capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity. Such refusal should preferably be intimated to RUMSL within seven (7) days of completion of e-RA and not later than 7 days of issuance of LOAs by RUMSL, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.
- 4.4.5. In case the partial capacity offered to the last Successful Bidder as per above, is greater than or equal to 50% of the total Quoted Capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its Quoted Capacity subject to the total cumulative capacity awarded under the RFP not exceeding S_E . In case the last Successful Bidder refuses to accept such partial capacity offered by RUMSL, the Bidder including their Parent, and Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by RUMSL for a period of two (2) years from the date of default as notified by RUMSL.
- 4.4.6. RUMSL shall reserve the right to short close the capacity lower than 750 MW at its discretion.
- 4.4.7. Issuance of LOA: At the end of selection process, a Letter of Award (LOA) will be issued to all the Successful Bidders for each Project. In case Consortium being selected as successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

SECTION 5: FORMATS FOR BID SUBMISSION

Section 5: Formats for Bid Submission and an Annexure

The following formats are required to be submitted as part of the RFP. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3 and other submission requirements specified in the RFP.

- a) Format for Covering Letter (Format 5.1)
- b) Format for Power of Attorney (Format 5.2)
- c) Format for Bid Security (Format 5.3)
- d) Format for Board Resolutions (Format 5.4)
- e) Format for the Consortium Agreement (Format 5.5), as applicable
- f) Format for Financial Requirement (Format 5.6)
- g) Format for Undertaking (Format 5.7)
- h) Format for Disclosure (Format 5.8), as applicable
- i) Format for Disclosure (Format 5.9), as applicable
- j) Format for Declaration "Restriction on Procurement from Certain Countries" (Format 5.10)
- k) Format for submission of Funding Arrangement (Format 5.11)
- l) Format for submission of Financial Bid (Format 5.12)
- m) Format for Performance Bank Guarantee (Format 5.13)
- n) Annexure A: Check list for Financial Closure

may use additional sheets to submit the information for their detailed response.

5.1. FORMAT 5.1

COVERING LETTER

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

Ref. No. _____ Date: _____

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

Tel.#:

Fax#:

E-mail address#:

To

Rewa Ultra Mega Solar Limited

Urja Bhawan, Link Road No. 2,

Shivaji Nagar, Bhopal – 462016

Sub: Response to RFP No. _____ dated _____ for _____ (Insert title of the RFP)

Dear Sir/ Madam,

We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RFP including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to MPPMCL, hereby submit our response to RFP. We confirm that in response to the aforesaid RFP, neither we nor any of our Parent Company/ Affiliate/ Group Company has submitted response to RFP other than this response to RFP, directly or indirectly, in response to the aforesaid RFP (as mentioned in Format 5.8 under Disclosure) OR We confirm that in response to the aforesaid RFP, we have a Group Company who owns less than 26% in the bidding company as well as other companies who may participate in this RFP, and accordingly, we have submitted requisite undertaking as per Format 5.9 in this regard (strike out whichever is not applicable). We also confirm that we including our Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RFP for more than cumulative capacity of 750 MW, including this response to RFP. We are submitting application for the development of following Project(s):

Project	Capacity	Location of Project (Village,	Interconnection	Proposed CUF	Project
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RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

No.	(MW)	Tehsil, Distt., State)	Points		Preference*

**The preferences of the Projects shall be considered only for the last successful bidder whose total bid capacity is more than the balance capacity. In this case, allocation will be done as described in the RFP.*

1. We give our unconditional acceptance to the RFP, dated [Insert date in dd/mm/yyyy], standard PPA documents attached thereto, issued by RUMSL. In token of our acceptance to the RFP and PPA documents along with the amendments and clarifications issued by RUMSL, the same have been digitally signed by us and enclosed with the response to RFP. We shall ensure that the PPA is executed as per the provisions of the RFP and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per the RFP. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RFP.
2. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success Charge for the selected Project, within due time as mentioned in this RFP on issue of LoA by RUMSL for the selected Project and/or we are not able to sign PPA with RUMSL within the timeline as stipulated in the RFP for the selected Projects, RUMSL shall have the right to take action as per RFP.
3. We have submitted our response to RFP strictly as per Section 5 (Formats for Bid Submission) of this RFP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and RUMSL offers a capacity which is greater than or equal to 30% of our Quoted Capacity due to overall Bid Capacity limit, we shall accept such offered capacity.
5. Acceptance: - We hereby unconditionally and irrevocably agree and accept that the decision made by RUMSL in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process. We also unconditionally and irrevocably agree and accept that the decision made by RUMSL in respect of award of Projects according to our preference order as above and in line with the provisions of the RFP, shall be binding on us.
6. Familiarity with Relevant Indian Laws & Regulations: - We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RFP and execute the PPA, in the event of our selection as Successful Bidder.
7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the

requirements of RFP. Further we will submit a Board Resolution prior to signing of PPA with RUMSL, committing total equity infusion in the SPV as per the provisions of RFP.

8. We are submitting our response to the RFP with formats duly signed as desired by you in the RFP online for your consideration.
9. It is confirmed that our response to the RFP is consistent with all the requirements of submission as stated in the RFP, including all clarifications and amendments and subsequent communications from RUMSL.
10. The information submitted in our response to the RFP is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RFP.
11. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RFP].
12. Contact Person Details of the representative to be contacted by RUMSL are furnished as under:
Name:
Designation:
Company:
Address:
Phone Nos.:
Mobile Nos.:
E-mail address:
13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 2022

Thanking you,
We remain,
Yours faithfully,

Name:

Designation:

Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration:

RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

5.2. FORMAT 5.2

FORMAT FOR POWER OF ATTORNEY

(In case of Consortium, to be provided by each of the other members of the Consortium in favor of the Lead Member) (To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/ Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RFP No.....

We also authorize the said Lead Member to undertake the following acts:

To submit on behalf of Consortium Members response to RFP.

To do any other act or submit any information and document related to the above response to RFP Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member

M/s..... (Signature of person authorized by the board)

Name:

Designation:

Place:

Date:

Accepted -----

Signature

Name

Designation

Address of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-2, Definition of Terms of the RFP.

5.3. FORMAT 5.3

FORMAT FOR BID SECURITY

(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 'selected Hybrid Power Developer') submitting the response to RFP inter alia for [Insert title of the RFP] of the capacity of MW, at[Insert name of the place], for supply of power there from on long term basis, in response to the RFP dated..... issued by Rewa Ultra Mega Solar Limited (hereinafter referred to as RUMSL) and RUMSL considering such response to the RFP of[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Hybrid Power Developer and issuing Letter of Award No. _____ to _____ (Insert Name of selected Hybrid Power Developer) as per terms of RFP and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RFP, the _____ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MPPMCL at [Insert Name of the Place from the address of the MPPMCL] forthwith on demand in writing from MPPMCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Hybrid Power Developer/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of 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 respective agreement. Our liability under this Guarantee is restricted to Rupees _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until..... MPPMCL shall be entitled to invoke this Guarantee till

.....

The Guarantor Bank hereby agrees and acknowledges that MPPMCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the selected Hybrid Power Developer/ Project Company as applicable] and/ or any other person. The Guarantor Bank shall not require MPPMCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MPPMCL 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 RUMSL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Hybrid Power Developer/ Project Company, to make any claim against or any demand on the selected Hybrid Power Developer/ Project Company or to give any notice to the selected Hybrid Power Developer/ Project Company or to enforce any security held by MPPMCL or to exercise, levy or enforce any distress, diligence or other process against the selected Hybrid Power Developer/ Project Company.

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to MPPMCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by MPPMCL to any entity to whom MPPMCL is entitled to assign its rights and obligations under the PPA. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (Indian Rupees _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MPPMCL 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__

Witness:

1.

Signature Name and Address

2.

Signature Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by 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. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

5.4. FORMAT 5.4

FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, 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 response to RFP vide RFP No. _____ for _____(insert title of the RFP), including signing and submission of all documents and providing information/ response to RFP to Rewa Ultra Mega Solar Limited, representing us in all matters before RUMSL, and generally dealing with RUMSL in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)
2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable 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 in the Project. (To be provided by the Bidding Company) [Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable 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 Consortium Agreement] in the Project. (To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)

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 Consortium Agreement. (To be provided by each Member of the Bidding Consortium including 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 in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RFP. [To be passed by the Lead Member of the Bidding RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

Consortium]

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. 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, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

5.5. FORMAT 5.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement (“Agreement”) executed on this ___ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RFP and execution of Power Purchase Agreement (in case of award), against RFP No. _____ dated _____ issued by Rewa Ultra Mega Solar Limited (RUMSL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023.

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement. WHEREAS RUMSL desires to purchase Power under RFP for _____ (insert title of the RFP); WHEREAS, RUMSL had invited response to RFP vide its Request for Selection (RFP) dated _____ WHEREAS the RFP stipulates that in case response to RFP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by RUMSL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project. NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

for and on behalf of Member-2, _____, Member-n and to submit the response to the RFP.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. 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 of their respective equity obligations. Each Member 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 Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	___
Member 2	___
Member n	___
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid-up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (one) year after COD.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Developer achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the 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.
9. It is further specifically agreed that the financial liability for equity contribution of the 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 its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of RUMSL in terms of the RFP.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by RUMSL.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFP.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of RUMSL.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of RUMSL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFP and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1. Signature _____

Name:

Address:

2. Signature _____

Name

Address:

For M/s----- [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1. Signature _____

Name:

Address:

2. Signature _____

Name

Address:

For M/s----- [Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1. Signature _____

Name:

Address:

2. Signature _____

Name

Address:

Signature and stamp of Notary of the place of execution

5.6. FORMAT 5.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Rewa Ultra Mega Solar Limited

Urja Bhawan, Link Road No. 2,

Shivaji Nagar, Bhopal - 462016

Sub: Response to RFP No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RFP. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2020-21/2019-20 or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in the RFP.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: Rupees -----
Crore (Equity Commitment (%) X Rs. [] Crore)

For the above calculations, we have considered the Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of Rupees _____ (_____in words) as on the end of Financial Year 2020-21 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (in Rs. Crore)
Company 1			
Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: Rupees -----
 ---Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Turnover is to be considered	Relationship with Bidding Company* (If any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)
 Membership No. Registration
 No. of the CA's

Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

5.7. FORMAT 5.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RFP vide RFP No. _____ dated _____, that M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____ (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

5.8. FORMAT 5.8

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) less than 26% shareholding)

DISCLOSURE

Ref. No. _____

Date: _____

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

Tel. #:

Fax#:

E-mail address#

To

Rewa Ultra Mega Solar Limited

Urja Bhawan, Link Road No. 2,

Shivaji Nagar, Bhopal - 462016

Sub: Response to RFP No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RFP, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RFP, i.e. RFP No. _____.

We undertake that M/s _____ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RFP by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RFP, we are not complicit with other such bidders participating in this RFP, in which RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RFP/PPA including but not limited to cancellation of our response to this RFP and LoA/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by RUMSL for a period of 2 years from the date of default as notified by RUMSL.

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 further declare that we have read the provisions of Clause 3.5.12 of the RFP, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. 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, RUMSL shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RFP for _____ (Enter the name of the RFP).

We further understand that the Modules to be procured for this Project should be notified by the MNRE under the ALMM Order issued by MNRE on 10th March, 2021 and its subsequent amendments. The Selected Bidder must ensure that the modules procured for the Project should have been included in the ALMM list valid on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the _____ day of _____, 2022.

Thanking you,

We remain,

Yours faithfully,

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

5.9. FORMAT 5.9

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref. No. _____

Date: _____

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

Tel. #:

Fax#:

E-mail address#

To

Rewa Ultra Mega Solar Limited

Urja Bhawan, Link Road No. 2,

Shivaji Nagar, Bhopal - 462016

Sub: Response to RFP No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RFP Selection process for the RFP No. _____ and that our Parent or Affiliate or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process. We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RFP/PPA including but not limited to cancellation of our response to this RFP and LoA/PPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by RUMSL for a period of 2 (two) years from the date of default as notified by RUMSL. 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 further declare that we have read the provisions of Clause 3.5.12 of the RFP, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

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, RUMSL/ MPPMCL shall take appropriate action as deemed necessary. We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RFP for _____ (Enter the name of the RFP). We further understand that the Modules to be procured for this Project should be notified by the MNRE under the ALMM Order issued on 10th March, 2021 and its subsequent amendments. The Selected Bidder must ensure that the modules procured for the Project should have been included in the ALMM list valid on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the _____ day of _____, 2022.

Thanking you,

We remain,

Yours faithfully,

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

5.10. FORMAT 5.10

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

MoF OM No 6/18/2019-PPD dated 23.07.2020

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No. _____

Date: _____

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

Tel#:

Fax#:

E-mail address#

To

Rewa Ultra Mega Solar Limited

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

Sub: Response to RFP No datedfor the tender for
.....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.07.2020, as referred above.

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

5.11. FORMAT 5.11

FORMAT FOR FUNDING ARRANGEMENT

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

Ref. No. _____

Date: _____

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

Tel#:

Fax#:

E-mail address#

To

Rewa Ultra Mega Solar Limited

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

Sub: Response to RFP No datedfor the tender for
.....

Dear Sir/ Madam,

We hereby undertake to certify in line with 3.14 under the title “Financial Closure” that the following details shall be furnished within 12 (Twelve) months from Effective Date of the PPA.

1. Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
2. Details of all planned/proposed solar panels, inverters and wind turbine generators, along with necessary purchase order/agreements for the project, along with the rated capacity of any storage facility, if proposed at the Project site.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RFP.

Dated the _____ day of _____, 20__

Thanking you,

We remain,

Yours faithfully,

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

5.12. FORMAT 5.12

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____

Date: _____

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

Tel#:

Fax#:

E-mail address#

To

Rewa Ultra Mega Solar Limited

Urja Bhawan, Link Road No. 2,

Shivaji Nagar, Bhopal - 462016

Sub: Response to RFP No datedfor the tender for
.....

Dear Sir/ Madam,

I/We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for a cumulative capacity of ____ MW in India as Bidder for the above. I/We agree that this offer shall remain valid for a period of 180 (One Hundred Eighty) days from the due date of submission of the response to RFP such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20__.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board
RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

Resolution/ Declaration

Notes:

1. There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.
2. If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. Tariff should be in Indian Paisa only with no decimal digit.
6. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the electronic form will be considered for further evaluation

5.13. FORMAT 5.13

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(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 'selected Hybrid Power Developer') submitting the response to RFP inter alia for [Insert title of the RFP] of the capacity of MW, at[Insert name of the place], for supply of power there from on long term basis, in response to the RFP dated..... issued by Rewa Ultra Mega Solar Limited (hereinafter referred to as RUMSL) and RUMSL considering such response to the RFP of[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Hybrid Power Developer and issuing Letter of Award No. _____ to _____ (Insert Name of selected Hybrid Power Developer) as per terms of RFP and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RFP, the _____ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MPPMCL at [Insert Name of the Place from the address of the MPPMCL] forthwith on demand in writing from MPPMCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Hybrid Power Developer/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of 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 respective agreement. Our liability under this Guarantee is restricted to Rupees _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until..... MPPMCL shall be entitled to invoke this Guarantee till
RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

.....

The Guarantor Bank hereby agrees and acknowledges that MPPMCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the selected Hybrid Power Developer/ Project Company as applicable] and/ or any other person. The Guarantor Bank shall not require MPPMCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MPPMCL 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 RUMSL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Hybrid Power Developer/ Project Company, to make any claim against or any demand on the selected Hybrid Power Developer/ Project Company or to give any notice to the selected Hybrid Power Developer/ Project Company or to enforce any security held by MPPMCL or to exercise, levy or enforce any distress, diligence or other process against the selected Hybrid Power Developer/ Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by MPPMCL.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to MPPMCL and may be

assigned, in whole or in part, (whether absolutely or by way of security) by MPPMCL to any entity to whom MPPMCL is entitled to assign its rights and obligations under the PPA. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (Indian Rupees _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MPPMCL 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__

Witness:

1.

Signature Name and Address

2.

Signature Name and Address

Notes:

- 1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
- 2. The Performance Bank Guarantee shall be executed by 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. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

5.14. ANNEXURE A: CHECK LIST FOR FINANCIAL CLOSURE

CHECK LIST FOR FINANCIAL CLOSURE

(To be signed by the Authorized signatory of the HPD)

(RFP No. _____ dated _____)

Last Date for submission of documents related to Financial Closure – _____ (12 months from Effective Date of PPA)

Project Company Name _____

Project ID:- _____

LoA No. - _____.

Dtd. - _____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1. Financial Closure - (As per the RFP, including subsequent amendments & clarifications)

Details	Presently given in PPA
Location	
Technology	
Certificate from all Financial Institutions	<p>In case of tie up through Bank / Financial Institutions: -</p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as Annexure-I).</p> <p>In case of Internal Resources:-</p> <p>Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as Annexure-I).</p>

	<i>Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.</i>
--	--

Note:-

- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**.
- (ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to MPPMCL as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**

2. Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure III**)
3. Technical Parameters of the Project
 - a. Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RFP will be adhered to (to be enclosed as **Annexure-IV A**)
 - b. Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)
4. Ownership of the HPD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure V A**)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to RUMSL on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

5. The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RFP / PPA shall prevail.

5.15. Performa 'A-1'

For cases where funding will be from a Company other than Project Company

Board Resolution from _____ (Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs. _____ (in words and figures) to M/s _____ (Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ which was selected by Rewa Ultra Mega Solar Limited (RUMSL) to develop the.....MW Wind-Solar Hybrid Power Project (Project ID.....), for generation and sale of Power under the RFP No. _____ in respect of which Power Purchase Agreement (PPA) was signed between Madhya Pradesh Power Management Company Limited (MPPMCL) and _____ (Name of Project Company). Funds will be released for the project as per the request of _____ (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from _____ (Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by Rewa Ultra Mega Solar Limited (RUMSL) to develop the.....MW Wind-Solar Hybrid Power Project (Project ID.....), for generation and sale of Hybrid Power under the RFP No. _____ in respect of which Power Purchase Agreement (PPA) was signed between Madhya Pradesh Power Management Company Limited (MPPMCL) and the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company i.e. _____, a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company. Further Resolved that in the event the RFP FOR DEVELOPMENT OF 750 MW WIND-SOLAR HYBRID POWER PROJECTS IN MADHYA PRADESH

Company i.e. _____, agrees to extend full financial support as sought above, Sh._____, Director, Sh_____, Director.... be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by _____ (Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.