

Request for Proposal
For
Selection of a firm to provide Transaction Advisory Services for
development of 600 MW floating solar park at Omkareshwar Dam in
the State of Madhya Pradesh

by

Rewa Ultra Mega Solar Ltd.

F/RUM/2020/REP/ 09-007/24

Issue date: 21/01/2021

Table of Contents

1. Background	4
2. Objective	4
3. Conditions of Eligibility of Bidder	4
4. Schedule of Selection Process	7
5. Scope of Study	7
6. Deliverables.....	8
7. Submission of Deliverables.....	8
9. Criteria for Evaluation	8
11. General Conditions	11
12. Confidentiality of Data and Documents.....	11
13. Conflict of Interest.....	12
14. Rights of RUMSL	12
15. Termination of Consultancy Contract.....	12
16. Extension of Consultancy Contract	12
17. Application Submission	12
18. Validity.....	13
19. Amendments to the RFP	13
20. Consultancy Contract Value	13
21. Payment Terms	13
22. Obligation of the RUMSL.....	14
23. Liability of the Consultant.....	14
24. Knowledge transfer.....	14
25. Force majeure	14
1. Format for Covering Letter	15
2. Format for Details of Applicant.....	16
3. Format for Statement of Legal Capacity.....	18
4. Format for Experience of the Firm.....	19
5. Format for Team Composition and detailed Curriculum Vitae	20
6. Format of Curriculum Vitae	21
7. Format for Power of Attorney	23
8. Format for Bank Guarantee.....	24
9. Format for evaluating Eligibility of bidder (as per clause 3.2).....	25
10. Format for Count of Assignments performed for Technical Evaluation	27

11.	Format for Affidavit for not being blacklisted.....	28
12.	Terms of reference for scope of services	29
13.	Instructions for submitting tender online	42

Request for Proposal for “Selection of a reputed consultant for Transaction Advisory Services for 600 MW floating solar park at Omkareshwar dam in the State of Madhya Pradesh”

1. Background

Rewa Ultra Mega Solar Limited (RUMSL) is a JV of Solar Energy Corporation of India (SECI) and Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL). RUMSL is a Solar Power Park Developer (SPPD) designated by MNRE for the state of Madhya Pradesh. RUMSL has successfully implemented 750 MW Rewa Solar Park in Rewa and 250 MW solar park in Mandsaur. RUMSL is also developing three solar parks with an aggregate capacity of 1,500 MW in Agar, Shajapur and Neemuch districts of Madhya Pradesh. Madhya Pradesh has a vast potential of renewable energy. It has the present installed capacity of wind and solar being more than 4900 MW and is considered as one of the most prominent state for the renewable energy industry. In addition to ground-mounted solar projects, RUMSL is aiming at developing floating solar and hybrid renewable energy projects in the state. The state is taking all necessary steps to exploit the renewable energy resources for the maximum benefit.

RUMSL has planned to develop a new a floating solar park on the Omkareshwar reservoir. In these parks, RUMSL will provide solar park infrastructure as per Ministry of New and Renewable Energy (MNRE)’s solar park guidelines, and the developers will bid and develop the solar projects, thereby contributing to the targets envisaged under the Atma Nirbhar MP vision. The execution of these projects will also build the institutional and technical capability of the state to develop such projects in the future.

In this context, RUMSL intends to appoint a transaction advisor, which is a firm or a consortium of firms, who can support RUMSL in the development of the Omkareshwar floating solar park. The scope of work includes but not limited to the technical design related to the park infrastructure and design; commercial and regulatory aspects governing the park; and project documents like PPA, Implementation agreements etc. which then can be signed with the prospective bidder of the parks.

2. Objective

To engage the services of a reputed consultant which can be a single company/ entity or association/consortium of companies/ entities for Transaction Advisory Services for 600 MW floating solar park at Omkareshwar dam in the State of Madhya Pradesh.

3. Conditions of Eligibility of Bidder

- 3.1. Consultant must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Consultant who satisfy the Conditions of Eligibility will be considered for evaluation.
- 3.2. **Eligibility of Criteria:** To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following Minimum Criteria:

Bid Security:

- I. The Bidder shall furnish, as part of its Proposal, a Bid Security of ₹ 2,00,000 (Indian

Rupees Two Lakhs) online on <https://mptenders.gov.in>.

Selection of a firm for Transaction Advisory Services for development of 600 MW floating solar park at Omkareshwar Dam in the State of Madhya Pradesh

- Any Proposal, not accompanied by the Bid Security, shall be treated as non-responsive and summarily rejected;
- The bid security instrument should be initially valid for 90 days from the date of opening of the proposal;
- The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that, without prejudice to any other right of the nodal office or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by nodal office under the following conditions:
 - If a Bidder withdraws its Proposal during the period of its validity and as extended by the Bidder from time to time; or
 - In the case of a Bidder being selected, and fails to sign the Agreement/Work order within 10 days from issuance of work order or fails commence the assignment within 10 days from the signing of Agreement/ Work order. The Bid Security will be auto-refunded by MP Tenders to the unsuccessful Consultant.
 - The Bid Security will be returned to the Selected Bidder on receipt of acceptance on Work Order along with submission of Performance Security of required amount.

Technical and Financial Bidding Parameters:

The Consultant can be a single bidding company/LLP firm, or an association of up to three companies/LLP firms/entities). The association may be in the form a consortium or a sub-consultancy arrangement. However, an association of entities shall clearly nominate a Lead entity which shall be solely responsible for purposes of proposal submission. as well as performance of contract, if awarded. the bidding entity / members of the bidding association should each be a Company registered under Companies Act, 1956/2013 or a Limited liability Partnership registered under the or LLP Act, 2008.

- II. The Consultant must have the following experience in case of a consortium, minimum eligibility criteria shall be met by jointly by all the consortium companies unless otherwise specified.
 - Minimum turnover from Consultancy Services (Lead Consultant, in case of a Consortium), of not less than ₹ 100 Crores in at least two (2) out of previous three preceding financial years. The documentary evidence in the form of certificate from the Statutory Auditor of the Consultant certifying the revenues from the consultancy services during each of the last three (3) financial years shall need to be provided;
 - Energy or power advisory experience of more than ten (10) years including experience of transaction and bid process management support for large power sector projects including large solar projects/solar rooftop projects/floating solar projects either with central/state utility/energy dept or state/central nodal agency in India. In case of consortium, any one member should fulfil this criterion;
 - Sector wide-expertise and experience in transaction advisory in the power sector including both renewable and non-renewable / conventional energy in India and abroad including:

- Experience of at least two (2) consultancy projects for Central / State Governments / Union Territory / Central Govt PSU or Central govt owned companies / State govt owned PSU or companies or Nigams / Private Organisation/ bilateral or multilateral funding agencies or development organizations where beneficiary client is a central/state govt. utility, involving transaction advisory services in the power sector including both renewable and non-renewable energy. Transaction advisory services must comprise technical as well as financial assessment of the project of at least 50 MW.
- Experience of at least two (2) consultancy projects on technical assessment or pre-feasibility study or DPR studies of utility scale ground mounted solar project or park of at least 50 MW anywhere in India. The assignments must involve work, such as geotechnical, groundwater, hydrological & flood assessment; or technical and electrical layout of renewable energy plant, including power evacuation, etc.
- Experience of at least two (2) consultancy projects in regulatory assistance to central/state nodal agency/ department in making regulatory submissions on renewable energy project development or policy issues to the Central Regulatory Commission or Regulatory Commission of an Indian state.
- Only experiences accompanied by valid work completion certificates from the clients or as specified below will be considered for the purpose of eligibility and evaluation.
 - 1) Work Order/Contract supplemented with a copy of payment/receipt register
 - 2) Any publicly available document confirming the completion of last milestone under the contract
 - 3) Support letter or email confirmation from the client on successful completion of contract or last milestone.
- For Ongoing assignments, Work order accompanied by CA certificate for the payment made till the experience period sought by the bidder will be considered.

III. Team Composition:

- RUMSL wish to engage 9 (Nine) number of experts of the Consultant as per the criteria as described in format 12 (Terms of reference for scope of services).
- Skills and competencies of experts: Experts proposed in the proposal to become a part of engagement team of Consultant must meet skills and competencies as described in format 12 (Terms of reference for scope of services). Only projects and experiences associated with the completed/installed projects shall be considered.
- The team members **should not be engaged** by Commissioner, NRE Department, MPUVNL or RUMSL in some other assignment.

- iv. Any entity, which has either been directly barred by the Central/State Government/ PSU in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal; and
- v. A Bidder should have, during the last three (3) years, neither failed to perform on any agreement (as evidenced by imposition of a penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the Bidder) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Bidder. A letter of undertaking in this regard on Company letterhead (all JV partners in their individual letterhead in case of consortium), shall be required to be submitted along with the bid duly signed by the authorized representative of the entity.

4. Schedule of Selection Process

A.	Issue of RFP Document	21/01/2021
B.	Prebid Meeting	03/02/2021 15:00 Hrs.
C.	Time and date for submission of application	Technical Bid is required to be submitted in online completed in all aspects on or before 11:00 Hrs of 16/02/2021. Financial Bid shall be submitted online only on or before 11:00 Hrs of 16/02/2021, through https://mptenders.gov.in/nicgep/app (Please refer to instructions for submission of tender online given at the end of RfP)
D.	Time and date for opening of the Technical Bids.	17/02/2021 at 11:00 Hrs.
E.	Time and date for presentation	25/02/2021 at 12:00 Hrs.
F.	Time and date for opening of the Financial Proposal.	26/02/2021 at 17:00 Hrs.
G.	Validity of Proposal	Minimum 90 calendar days from Proposal submission deadline.

The submission of bids and opening of the bids will be at the address mentioned under clause 17.

- 4.1. Any modifications, amendments or corrigenda in RfP or timelines described under sub-clause 4 shall be update ONLY online and shall not be notified to any of interested Consultant individually. It will be sole responsibility and accountability of Bidder to keep itself updated about the RfP and its processes as well as timelines. RUMSL shall not be answerable or accountable for any implications.

5. Scope of Study

The consultancy services required for the following solar parks:

- Development of 600 MW floating solar park at Omkareshwar dam

The detailed scope of services is as per the “Terms of reference for scope of services” as outlined in format 12.

Note: *The consultant must provide monthly updates to RUMSL on the status of the respective project and deliverables.*

6. Deliverables

- In consultation with RUMSL, Consultant will prepare a monthly progress report covering progress against the work plan agreed in the inception report.
- The deliverables as defined in format 12 (Terms of reference for scope of services) are to be submitted by the Consultant as part of this assignment in addition to the monthly progress report.

7. Submission of Deliverables

The deliverables defined in clause 6 above shall be submitted in two copies neatly bounded copies along with soft copies of the same over email to the nodal officer appointed by RUMSL. In addition to this all project related documents and data including **but not limited** to the following shall also to be submitted to RUMSL.

- All technical and financial models and data used for the techno-commercial assessment of all components of solar/hybrid parks and individual solar/hybrid projects within the park.
- All the raw data echo sounder echo rolls, daily calibration data, field reports, etc before demobilizing from the site.
- All drawing & charts shall be made in good quality (at least 100 GSM or above) of chart paper in A0 size and submit each set-in folder.
- AutoCAD drawings in dwg and pdf file format.
- All raw data, edited data, processed data and final plotting charts etc. of survey results, shall be submitted along with final charts in soft copy.
- All investigation reports carried out at the project site
- All study reports, if any

RUMSL reserves the right request the information in other digital formats (maps/xlsx, etc.) depending on the requirements.

8. Duration of the Consultancy Contract

The duration of the consultancy assignment would be for a period of **Six (6) months**, from the date of execution of the Consultancy Contract and issuance of Notice to Proceed by RUMSL. To account for any unexpected delays in decision/approvals from various entities the duration of the assignment shall be extended mutually by the consultant and RUMSL in line with Clause 16.

9. Criteria for Evaluation

9.1. Evaluation of Technical Proposals

- 9.1.1. In the first stage, the Technical Proposal will be evaluated based on Consultant's experience, presentation and financial capability. Only those Consultant whose Technical Proposals score 60 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

9.1.2. Scoring of Technical Proposals would be done only for the Eligible Bidders who fulfils the eligibility criteria mentioned in clause 4. For technical evaluation **only the first 5 projects** in case of clause 9.1.3 (Sr. no 1, 2, 3) as mentioned in proposal will be considered for evaluation. For avoidance of doubt it is clarified that any submission in excess of the number of projects as requested in the proposal will not be considered for evaluation against clause 9.1.3 (Sr. No 1, 2, 3).

9.1.3. The scoring criteria to be used for evaluation shall be as follows:

Sl.	Technical Proposal Evaluation Parameter	Maximum technical score ¹
1.	Maximum count of five (5) consultancy projects for Central / State Governments / Union Territory / Central Govt PSU or Central govt owned companies / State govt owned PSU or companies or Nigams / Private Organisation/ bilateral or multilateral funding agencies or development organizations where beneficiary client is a central/state govt. utility, involving transaction advisory services in the power sector including both renewable and non-renewable energy. Transaction advisory services must comprise technical as well as financial assessment of the project of at least 50 MW.	10
2.	Maximum count of five (5) consultancy projects on technical assessment or pre-feasibility study or DPR studies of utility scale ground mounted solar project or park of at least 50 MW anywhere in India. The assignments must involve work, such as geotechnical, groundwater, hydrological & flood assessment; or technical and electrical layout of renewable energy plant, including power evacuation, etc.	10
3.	Maximum count of five (5) consultancy projects in regulatory assistance to central/state nodal agency/ department in making regulatory submissions on renewable energy project development or policy issues to the Central Regulatory Commission or Regulatory Commission of an Indian state.	10
4.	Presentation before RUMSL to understand the Proposal	15
5.	Team and experience ²	

¹ **For Scoring of marks (for Firm)**, The score for each category shall be equal to the count the projects subject to a minimum of two (2) (subject to the fulfilment of minimum qualification requirement) and a maximum of five (5) irrespective of the number of the projects over five (5).

² **For Scoring of marks (for Individual Team Member(s)) in a category), the** maximum score will be awarded to the Individual Team Member(s) of Consultant having the maximum of years of relevant experience and relevant count of projects **in the last 8 years** in the relevant sector. The score of Individual Team Member(s) of other Consultant will be calculated relative to the score given to the Individual Team Member(s) of a Consultant with the maximum score in experience and counts of project categories, respectively. The experience and the counts
Selection of a firm for Transaction Advisory Services for development of 600 MW floating solar park at Omkareshwar Dam in the State of Madhya Pradesh

	a) Team Leader	10
	b) Solar Technology Expert	5
	c) Electrical Expert	5
	d) Hydrography Expert	5
	e) Geotechnical Expert	5
	f) Floating solar expert	10
	g) Key Legal Expert	5
	h) Commercial Expert	5
	i) Key Regulatory Expert Number	5
6.	Total	100

9.1.4. All Bidder shall be required to make presentations up to 20 minutes, before opening of Financial Proposals, to demonstrate their credentials based on eligibility criteria as per Clause 3.2 of RFP along with the following and to submit three (3) hard copies during the presentation –

- Brief company profile, their presence in Madhya Pradesh, associates, major clients and projects etc.
- Project experience of rendering services as consultant.
- Understanding of assignment along with methodology indicating broad scope of work, plan and roadmap of proposed work.
- Proposed key personnel along with team leader and manpower commitment.

The time and venue for the presentation shall be intimated to the Bidder, minimum 5 working days would be provided between date of intimation and presentation.

9.2. Shortlisting of Consultant

Only those Consultants whose Technical Proposals score 60 marks or more out of 100 shall qualify for further consideration and shall be short-listed with ranking from highest to the lowest based on their technical score (ST).

9.3. Evaluation of Financial Proposal

9.3.1. In the second stage, the financial evaluation will be carried out as per this Clause 9.3.3. Each Financial Proposal will be assigned a financial score (S_F).

9.3.2. For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

of projects (only projects that have been successfully commissioned/installed will be considered) will receive 50% (equal) weightage each.

9.3.3. RUMSL will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services for the initial assignment duration (6 months). Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant. The lowest financial proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F \text{ (F = amount of Financial Proposal of the Bidder)}$$

9.4. Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times 0.70 + S_F \times 0.30$$

Where S is the combined score

10. Performance Security: The successful bidder has to submit Performance Security with the acceptance of order valid for 6 months which shall be modified as per requirement. The Performance Security shall be of ₹ 10,00,000 (Indian Rupee Ten Lakhs) in the form of FDR or TDR/ Bank Guarantee (BG) of any nationalized/scheduled bank in favour of the “Chief Finance Officer, RUMSL”, payable at Bhopal. The Performance Security will be returned within ninety (90) days from the expiry of the consultancy engagement, on satisfactory completion.

11. General Conditions

11.1 The Consultant may, with the prior written approval of the RUMSL substitute any team member with an alternate CV, either equivalent to or stronger than the original team member.

11.2 RUMSL does not require any team members to be based in Bhopal at on-site client location for the duration of the assignment. However, the team members must visit the RUMSL’s Bhopal office every fortnight for at least two (2) days or as and when required by RUMSL.

12. Confidentiality and Authenticity of Data and Documents

All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the office of RUMSL. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of CEO, RUMSL.

The data collected and deliverables must maintain originality – except for data in public domain or where appropriate disclosures for third party-use is mentioned – and there should not be any conflict of interest in the data collected and deliverables. RUMSL reserves the right to seek appropriate details, such as, but not limited to, the source of data, date of data collection, and the methodology adopted for data analysis to verify its quality/originality/authenticity.

The Consultant must bear all legal and financial consequences on RUMSL due to the wilful falsification/fabrication/misrepresentation of data or deliverables.

13. Conflict of Interest

Neither the Consultant nor any of the personnel engaged by the Consultant shall engage in any personal, business, financing, commercial, or professional activity, which conflicts or could potentially conflict with any of their obligations in relation to this consultancy engagement.

The Consultant and the Consultant's personnel shall notify RUMSL immediately of any actual or potential conflict, together with recommendations as to how the conflict can be avoided or mitigated.

The Consultant shall observe, in competing for and executing a contract, the laws against fraud and corruption (including bribery). The Consultant shall also furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Consultancy Contract execution.

In case of failure to comply with any of the above, the office reserves the right to terminate the Consultancy Contract immediately, without any financial obligations or liabilities and may also forfeit the Bid Security/Performance Guarantee provided by the Consultant.

14. Rights of RUMSL

RUMSL reserves the right to cancel this notice, and not to proceed in the matter, at any stage accept or reject any or all applications, without giving any explanations, whatsoever. Further, RUMSL will not be held liable for any financial damages, whatsoever, caused to any party(ies) upon cancellation of this notice.

15. Termination of Consultancy Contract

RUMSL may, by way of written notice, terminate the Consultancy Contract under the following conditions:

- The consultant is unable to address the assigned works;
- Quality of the assigned works is not to the satisfaction of the nodal office;
- The consultant fails to meet the prescribed timelines assigned under the prescribed time period; and
- The consultant commits any material or persistent breach of its obligations under the Consultancy Contract.

Consultant shall be allowed 10 working days to be heard before competent authority, as may be specified in the termination notice, before termination of the Contract. Decision of the competent authority shall be binding for RUMSL and the agency executing the work under the Contract.

16. Extension of Consultancy Contract

The project is to be completed within 24 weeks (6 months) from the date of Notice to Proceed (NTP). However, the total term of contract with the consultant will be for 18 months to account for any unexpected delays in decisions/approvals from the various entities.

17. Application Submission

The technical and financial bids are to be submitted online. The Main Envelope to be submitted online shall contain the following documents:

- Covering letter as per attached format
- Technical proposal, including documents showing work experience and competence in the relevant areas.

- Application as per formats

- 17.1. Online bids are to be submitted by date and time specified in the RFP. Consultant would be intimated about the opening of the technical and financial bids.
- 17.2. Bid data should be filled in and the Bid seals (hashes) of all the envelopes and the documents which are to be uploaded by the Bidder. Bid should be submitted online within the time schedule in Bid Information Sheet.
- 17.3. Covering Letter and application form should be enclosed in Main Envelope and submitted in sealed form to the Executive Engineer (Rewa Ultra Mega Solar Limited) within the specified time limit;
- 17.4. All submission must be made ONLINE only. No offline/hard-copy submissions shall be accepted.
- 17.5. No change or supplemental information to the Response to TOR already submitted will be accepted after the scheduled date and time of submission of Response to TOR. Notwithstanding the above, the nodal office reserves the right to seek additional information from the Developer, if found necessary, during the course of evaluation of Response; and

18. Validity

The proposal shall remain valid for the period of 90 days from the last date of submission of the financial proposal as specified in this RFP. The proposal with validity of less than 90 days may be rejected as non-responsive.

19. Amendments to the RFP

At any time prior to the deadline for submission of the proposal, RUMSL may for any reason, modify the RFP. The prospective respondents having received the RFP shall be notified of the amendments through tender portal and such amendments shall be binding upon them. Suitable time extension may also be provided on case-to-case basis, depending upon the nature and scale of amendments.

20. Consultancy Contract Value

The financial proposal by the Consultant shall be exclusive of the applicable taxes and any associated cess. This financial proposal shall cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, local travel costs and any other associated travel costs etc.

21. Payment Terms

- The payment shall be made as per the milestones described in the table.

Milestone	Payment
Notice to Proceed (NTP)	5% advance
Completion of Phase I	30%
Completion of Phase II	30%
Final Settlement Post Contract Execution	35%

- The payment shall be made within 15 days from receipt of original invoice provided the consultants have met all the obligations prescribed under the Contract.

22. Obligation of the RUMSL

It is mostly an off-site assignment. RUMSL will provide a suitable temporary office space for the consultants during the fortnight site visit. RUMSL shall also coordinate with the various government agencies to get any relevant authorisation required for the consultant to get information. RUMSL shall also make available digital maps as available for the reservoir area, project land etc.

23. Liability of the Consultant

Except where there is proven misconduct, gross negligence, dishonesty or fraud on behalf of the Consultant or the personnel deployed by the Consultant, the Consultant's liability under the Consultancy Contract shall be limited to the amount of the Consultancy Contract Value.

24. Knowledge transfer

Upon termination of this Agreement, selected consultant shall return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, then such selected consultant shall delete such Confidential Information from any memory devices. Selected consultant shall not be permitted to continue using the Confidential Information in any way after the termination of this Agreement and this clause shall survive the termination clause 15 to the extent such survival is necessary for giving effect to such rights and obligations.

25. Force majeure

Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

Formats and instructions for Response to RFP

The following formats are required to be included in the Applicant's Response to RFP.

1. Format for the Covering Letter
2. Format for Details of Applicant
3. Format for Statement of Legal Capacity
4. Format for Experience of the Firm
5. Format for Team Composition
6. Format for Curriculum Vitae
7. Format for Power of Attorney
8. Format for Bank Guarantee
9. Format for evaluating Eligibility of bidder
10. Format for Count of Assignments performed for Technical Evaluation
11. Format for Affidavit for not being blacklisted
12. Terms of reference for scope of services
13. Instructions for submitting tender online

Applicants shall strictly provide information as per the above formats may use additional sheets to submit the information for its detailed Response.

1. Format for Covering Letter

(To be printed on letterhead of Applicant)

Date: (dd-mm-yyyy)

Letter Ref. No.:

To

Executive Engineer

Rewa Ultra Mega Solar Limited,

Urja Bhawan, Near - 5 no. bus stop

Shivaji Nagar, Bhopal – 462016

Sub: Application in response to the TOR for Transaction Advisory Services for 600 MW floating solar park at Omkareshwar dam in the State of Madhya Pradesh

Ref: RFP No. _____, **Dated:** _____

Kind Attention: Chief Executive Officer, RUMSL

Dear Sir,

Having reviewed and fully understood in detail all the information provided in the TOR document, hereby submit application in full compliance with the provisions specified in the TOR for Transaction Advisory Services for 600 MW floating solar park at Omkareshwar dam in the State of Madhya Pradesh”

We are enclosing herewith the following information with duly signed formats as desired by you for your consideration:

#	Documents as required under TOR document	Enclosed (Yes/No)
1	Applicant Details	(Yes/No)
	Checklist of supporting documents	
	- _____	
	- _____	

We understand that the selection shall be as per the details mentioned in the RFP document. We agree to abide by the provisions laid down under the RFP document issued by the RUMSL.

We, declare that the information as submitted in this application is true to the best of my knowledge. In case any information given in this application or attached documents are found to be incorrect at any point of time, we understand that the nodal office may reject my response to TOR/Bid, and/or cancel the order, if issued.

Yours truly

(Signature)

(Address)

(Contact details: telephone no. , fax no.)

2. Format for Details of Applicant

#	Description	Details
1.	Name of the Applicant Registered office address: Telephone no.: Fax no.: e-mail: Correspondence address: Telephone no: Fax no: e-mail id:	
2.	Name of the chief executive officer/ Managing Director	
3.	Type of the Applicant (Partnership/Pvt. Ltd. Co./Public Ltd. Co./Limited Liability Partnership)*	
4.	Name of directors/partners of the organization (if applicable)	
5.	Name and address for correspondence with Authorized Representative [#] of Applicant. Telephone no.: Fax no.: Email:	
6.	Details of current business of the Applicant	
7.	Detail of experience in assisting government departments in renewable energy sector (use	

	separate sheet if required) required as per clause 3 of the TOR.	
8.	Whether the Applicant or any of its promoter(s)/director(s)/ associates is blacklisted by any central government or state government/ department/ agency in India? (yes/no). An undertaking shall be provided in specified format along with the technical proposal duly signed by the authorized representative of the bidder.	
9.	Any other information (use separate sheet)	

Note:

* Attested copies of (if applicable):

- Registration certificate/Incorporation proof
- Partnership deed, in case of partnership firm

#Enclose attested copy of Power of Attorney as per attached Format

^If yes, then please furnish details

≠Enclose Affidavit on non-judicial stamp paper of relevant value certifying that Applicant/Promoter(s)/Director(s) of Applicant are not blacklisted.

3. Format for Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Date: (dd-mm-yyyy)

To
The Chief Executive Officer,
Rewa Ultra Mega Solar Limited,
Urja Bhawan, Near - 5 no. bus stop
Shivaji Nagar, Bhopal – 462016

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (Insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (Insert individual's name) will act as our representative and has been duly authorized to submit the application in response to the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorised signatory)

***Please strike out if this sentence is not applicable.**

4. Format for Experience of the Firm

Project		
Client:		Duration (Start; End Date):
Consultancy Contract Value:	Person months input:	Total person months under the Consultancy Contract:
Firm which undertook work:		
Name of associate Consultants, if any:		
Narrative description of project:		
Experience relevant to the present assignment:		

5. Format for Team Composition and detailed Curriculum Vitae

#	Name	Educational Qualification	Position	Years of Experience	Count of projects along with Project name	Expertise	Supporting document page No.
1							
2							
3							
4							
5							
6							
7							

6. Format of Curriculum Vitae

(to be provided by all the Team Members including Team Leader)

1. **Name of Staff:** _____

2. **Proposed Position**

3. **Employer:** _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education**

<u>School, college and/or University Attended</u>	<u>Degree/certificate or other specialized education obtained</u>	<u>Date Obtained</u>

6. **Countries of Work Experience:** _____

7. **Languages:** _____

8. **Employment Record**

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

9. **Work Undertaken that Best Illustrates Capability to Handle the Tasks defined in the scope of work**

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

Representative of the Consultant

(the same who signs the Proposal)

7. Format for Power of Attorney

POWER OF ATTORNEY

Know all men by these presents, We.....(*name and address of the registered office*) do hereby constitute, appoint and authorise Mr / Ms.....(*name and residential address*) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental for the project including signing of all documents in our Response to our application for consultancy services for support in various renewable energy programmes and associated emerging fields in the State of Madhya Pradesh country of India, including submission of all documents and providing information / Responses to Chief Executive Officer, RUMSL, representing us in all matters before Nodal office/State Government, and generally dealing with Nodal office/State Government in all matters in connection for the said Project.

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

For (Insert name of the Applicant/ Developer on whose behalf PoA is executed)

(Signature)
(Name)
(Designation)
(Accepted)

Specimen signatures of attorney attested

(Signature of Notary Public)
(Name)
(Designation)
(Address of the Attorney)
Place: _____
Date: _____

Note:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *In case the applicant is individual then separate declaration to this effect shall be required to be submitted.*

8. Format for Bank Guarantee

This Deed of Guarantee executed by.....<name of the bank>, a banking company within the meaning of Companies Act 1956/2013 and having its Registered Office at<registered office address of the Bank> and among others branch office at <insert relevant branch office name> (hereinafter referred to as "the Bank") in favor of <insert name of beneficiary> (hereinafter referred to as 'the Beneficiary') for an amount not exceeding INR. (Rupee only) as per the request of <name of consultant/ Bidder>, having its registered office address at <registered office address of consultant/ Bidder> (hereinafter referred to as "Consultant/ Bidder") against RfP/ Work Order reference number dated (hereinafter referred to as "the RfP/ Order") of<name of beneficiary> for providing consultancy services for..... This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum INR (Rupee only) and the guarantee shall remain in full force up to and cannot be invoked otherwise by a written demand or claim by the Beneficiary under the Guarantee served on the Bank before<claim date>.

AND WHEREAS, it has been stipulated by you in the RfP/ Order that the Consultant/ Bidder shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with the RfP/ Consultant's performance obligations for a period in accordance with the RfP/ contract.

AND WHEREAS we have agreed to give the Consultant/ Bidder a Guarantee.

THEREFORE, we<name of the Bank>. hereby affirm that we are Guarantors and responsible to you on behalf of the Consultant/ Bidder up to a total of INR. (Rupee only) and we undertake to pay you, upon your first written demand declaring the Consultant/ Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of INR(Rupeeonly) as, aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until<BG validity date> NOTWITHSTANDING anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed INR..... (Rupeeonly).
2. This Bank Guarantee shall be valid till <BG validity date>.
3. We're liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before <claim date>.

All claims under this Guarantee shall be payable at Bhopal, <name & address of the bank>

9. Format for evaluating Eligibility of bidder (as per clause 3.2)

S. No	Particulars	Status Yes / No	Name of the project	Relevant page no. of the proposal (for supporting documents)
1.	Nature of company Consortium/ Single Company (specify the nature with supporting documents)			
2.	Bid Security (₹ 2,00,000)			
3.	Minimum turnover from Consultancy Services (Lead Consultant, in case of a Consortium), of not less than ₹ 100 Crores in at least two (2) out of previous three preceding financial years. The documentary evidence in the form of certificate from the Statutory Auditor of the Consultant certifying the revenues from the consultancy services during each of the last three (3) financial years shall need to be provided			
4.	Energy or power advisory experience of more than ten (10) years including experience of transaction and bid process management support for large power sector projects including large solar projects/solar rooftop projects/floating solar projects either with central/state utility/energy dept or state/central nodal agency in India. In case of consortium, any one member should fulfil this criterion;			
5.	Experience of at least two (2) consultancy projects for Central / State Governments / Union Territory / Central Govt PSU or Central govt owned companies / State govt owned PSU or companies or Nigams / Private Organisation/ bilateral or multilateral funding agencies or development organizations where beneficiary client is a central/state govt. utility, involving transaction advisory services in the power sector including both renewable and non-renewable energy. Transaction advisory services must comprise technical as well as			

	financial assessment of the project of at least 50 MW.			
6.	Experience of at least two (2) consultancy projects on technical assessment or pre-feasibility study or DPR studies of utility scale ground mounted solar project or park of at least 50 MW anywhere in India. The assignments must involve work, such as geotechnical, groundwater, hydrological & flood assessment; or technical and electrical layout of renewable energy plant, including power evacuation, etc			
7.	Experience of at least two (2) consultancy projects in regulatory assistance to central/state nodal agency/ department in making regulatory submissions on renewable energy project development or policy issues to the Central Regulatory Commission or Regulatory Commission of an Indian state.			
8.	Whether Barred by central government or state government/ department/ agency in India (declaration in attached format)			

10. Format for Count of Assignments performed for Technical Evaluation

S. No	Particulars	Count / Experience	Name of the project	Relevant page No. of supporting document
1.	Maximum count of five (5) consultancy projects for Central / State Governments / Union Territory / Central Govt PSU or Central govt owned companies / State govt owned PSU or companies or Nigams / Private Organisation/ bilateral or multilateral funding agencies or development organizations where beneficiary client is a central/state govt. utility, involving transaction advisory services in the power sector including both renewable and non-renewable energy. Transaction advisory services must comprise technical as well as financial assessment of the project of at least 50 MW.			
2.	Maximum count of five (5) consultancy on technical assessment or pre-feasibility study or DPR studies of utility scale ground mounted solar project or park of at least 50 MW anywhere in India. The assignments must involve work, such as geotechnical, groundwater, hydrological & flood assessment; or technical and electrical layout of renewable energy plant, including power evacuation, etc.			
3.	Maximum count of five (5) consultancy in regulatory assistance to central/state nodal agency/ department in making regulatory submissions on renewable energy project development or policy issues to the Central Regulatory Commission or Regulatory Commission of an Indian state.			

11. Format for Affidavit for not being blacklisted

Affidavit

We <provide Name of the Firm/Company/Organization/ Consortium> having its registered office at < Office Address> represented by its director Mr. <Name of the Director>/Partner Mr. <Name of the Partner> do hereby solemnly and sincerely affirm and state as follows that :

a. We <provide Name of the Firm/Company/Organization/ Consortium> or our Directors/Engagement Partner are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India / Public Sector Undertaking/ any Regulatory Authorities in India or any entity controlled by them or by World Bank or IFC, from participating in any project.

b. We <provide Name of the Firm/Company/Organization/ Consortium> or our Directors/Engagement Partner during the last three (3) years, neither failed to perform on any agreement (as evidenced by imposition of a penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the Bidder) nor expelled from any project or agreement nor we have had any agreement terminated for breach of Contract/Work Order.

[CONSULTANT NAME]

(Signature of Notary Public)

Name:

Place:

Designation:

Date:

Signature:

12. Terms of reference for scope of services

Background on the scope of services - The Consultant shall be engaged by RUMSL to provide transaction advisory services for the mentioned solar parks so as to conduct technical, legal, commercial and regulatory due diligence; prepare a bankable transaction structure and bid documents with site specific details; market the project to potential project developers; and help with the bidding process for selection of the private developer(s). The Consultant's role in the project will extend till commercial closure, i.e., signing of the project agreements between the private developers, RUMSL and the power procurers.

The scope of work is divided into the following two phases for which the work is divided into functional areas of Technical studies, Regulatory & Commercial aspects of the transaction, and Legal aspects of the transaction. The detailed work under each of the functional areas of each phase is as outlined below.

- **Phase I** – Due diligence/structuring; and
- **Phase II** – Transaction Implementation

Note : The assignment will proceed to Phase II subject to RUMSL clearances on the proposed transaction structure.

- **Scope of Work**

- 1. **Technical Studies**

- a. **Phase 1 - Project due diligence**

- i. Visit the site and its surrounding areas to assess the potential for development of a solar park project
 - ii. Analyze the site and its conditions to understand its characteristics in terms of accessibility (via different modes of transport), land use characteristics, availability of physical infrastructure & utilities etc.
 - iii. The following set of activities are required to be undertaken (Note: The consultant will also be required to undertake respective investigation studies at the project site by employing its own resources or suitable agencies in consultation with RUMSL)
 - 1. Soil - Assessment of the soil conditions and provide inputs on the type of soil along with its likely impact on the module foundation requirements
 - 2. Drainage - Undertake a preliminary assessment of the drainage characteristics of the Site and address the adequacy of natural drainage with respect to the solar project along with preparation of drainage plan
 - 3. Water - Determine the source and means of meeting water requirements for the solar plant and estimation of water requirement during construction & operation period. Quantification of rainwater and possibility of recycling with treatment to be covered
 - 4. Land – Drone survey to map the project site, Map the site in Auto CAD and include information related to each land parcel (Khasra No) such as its reference number, outline and ownership status

5. Site plotting - Conceptualize optimum plot plan for the Site which maximizes the site's generation potential while demarcating plots with similar characteristics, to the extent possible in discussion with RUMSL
6. Module placement layout - Conceptualize and design the indicative layout that could be setup in each plot. The indicative module placement layout should be provided for different technology options (multi-crystalline and Thin Film) to ascertain the capacities that could be setup under each technology. The layout assessment shall take into account site factors such as shading, etc., with the objective of maximizing energy yield
7. Solar Resource assessment - Evaluate and recommend the solar irradiance at the site using ground (measured) data for the nearest project location from Indian Meteorological Department or National Institute of Wind Energy of MNRE and using satellite databases like NASA, NREL, SWERA, Meteonorm, 3TIER, SolarGIS etc. Assessment of the seasonal variation in solar radiation at the project's site and comparison with the available measured data of nearby meteorological stations
8. Energy Yield Assessment - Estimate the energy yield for each technology option (one representative solar PV technology with TIER-1 manufacturer) along with justification of associated technical losses and specific address of inter annual variability of solar radiation, inverter clipping, degradation, site specific soiling losses, curtailment issues, plant and grid availability, auxiliary consumption, uncertainty, performance ratio etc. Prepare probability-based forecasts for the expected power production on an annual basis in kWh (including, P50, P75, P90 and P99 estimates).
9. System design - Provide an indicative system design covering aspects such as string and module grouping, module aspect & inclination, inverter technology, cabling, switches, inter-connects, mounting structures, connectors, cables, array, generator connection boxes and measurement equipment
10. Evacuation Systems - Assess the evacuation infrastructure requirement for connecting to the grid
 - a. Identify the ideal interconnection point of the solar projects either to the national grid or the state grid. This should take into account the available capacity in the grid sub-station, distance from the solar plant and accessibility.
 - b. Identify the evacuation infrastructure, and associated works, required to connect the solar plant to the grid. This would include recommending the location of the solar plant sub-station and preliminary alignment of the transmission lines while taking into account transmission losses.
 - c. With the help of RUMSL coordinate with PGCIL and the state transmission utility (STU) to collect and collate data on transmission infrastructure and load flow, ensuring that

necessary information is disclosed to the bidders as part of the bidding process.

- d. Undertake studies related to the transmission infrastructure from the Solar Park to the designated substation for grid connectivity. The Consultant will also be required to review the technical studies provided by RUMSL and comment/identify on any potential impact – such as generation / transmission / connectivity power losses in the project, grid instability issue and areas of constraints in the system leading to power evacuation curtailment – on the Project.
11. Review the available information on site contouring and any other information prepared by consultants hired by the Client and incorporate it while conceptualizing the Project
12. Evaluate Thin Film and Crystalline-Silicon PV technologies for their advantages, disadvantages, their suitability and expected performance at the site along with their risks and mitigation measures.
13. Provide predictions on the plant and grid availability
14. Provide an assessment of the development of infrastructure facilities of the Solar Park, such as the site's access infrastructure, civil and site development activities and other infrastructure facilities and utilities (like internal roads, internal pooling station(s), internal transmission cabling, water infrastructure, drainage infrastructure and other ancillary facilities). The Consultant shall provide the item wise break-up of the works along with their cost estimates in excel format in addition to the report.
15. Provide the detailed item wise break-up and cost estimate of the non-infrastructure related, such as modules, inverters and mounting structures, capital expenditure requirement for each type of technology which would be expensed by the winning bidder. This information shall be provided in excel format in addition to the report.
16. Draw up an indicative implementation schedule of the Project
17. Determine the list of operational requirements of the Solar park such as maintenance of evacuation infrastructure etc.
18. Determine the list of operational requirements of the Project such as module maintenance, security, water, etc., and provide an estimate of the cost of providing the same. This information needs to be provided in excel format in addition to the report.
19. Aid in identifying the various technical risks and issues and suggest mitigating measures
20. Assist in identifying the relevant techno-commercial aspects such as insurance requirements, annual maintenance requirements, bank guarantee requirements, etc.

In addition to the above following will be the additional scope of work specific to the floating solar project

Selection of a firm for Transaction Advisory Services for development of 600 MW floating solar park at Omkareshwar Dam in the State of Madhya Pradesh

b. Global Knowledge and Experience in FSPV:

- i. Conduct a desk review of floating solar projects in open and multipurpose reservoirs/dams domestically/globally. This should include basic data related to their siting, performance and technical standards maintained by the project proponent.
- ii. Suggest global standards and best practices for developing large floating solar projects in multipurpose dams/reservoirs with changing reservoir levels.

c. Project site due diligence

- i. The Consultant will identify all possible sites in Omkareshwar reservoir's Kaveri branch for setting up a floating solar project. Approximate area under this stream of reservoir is about 15-20 sq.km. Based on the below sub-tasks, suitable location(s) – single or multiple – to be identified for setting up FSPV for area equivalent to at least 600 MW of solar (equivalent to about 10 sq.km). Proposed project site shall be assessed considering the useful life of the project as 25 years. The proposed project site shall be assessed but not necessarily limited to the following:

1. Historical and Collection of Relevant Data:

- a. Prime purpose of the reservoir / water body (irrigation, hydro power generation, multi-purpose, etc.)/ storage type.
- b. Age of the existing dam / reservoir project, remaining life of the reservoir based on the previous sedimentation analysis reports. Dam Safety and probable life of the dam / diversion structure should be factored in.
- c. Design reservoir levels (maximum water level [MWL], full reservoir level [FRL], minimum draw down level [MDDL]), flood cushion etc., any change in these levels as per current siltation in the reservoir, safety etc.
- d. Collection and review of design Area – Elevation – Capacity curve of reservoir available with the owner / regulator of reservoir.
- e. Collection and review of sedimentation analysis / hydrographic analysis report carried out in the past for the reservoir. Alternatively, Dual Frequency Echo Sounder must be used to ascertain the soft sedimentation layer.
- f. Collection and review of historical daily water levels - MWL, FRL, MDDL, inflow and outflow data, water velocity for preceding 20 years (or since the commissioning of the reservoir, whichever is higher) from owner / regulator of reservoir, Central Water Commission (CWC), state and local authorities, if available. An assessment of water body surface area at various water levels (such as FRL, MDDL etc.) and average water body surface area during the above-mentioned period to be presented.
- g. Past occurrence of flood and its magnitude.
- h. Regional geological setup, seismicity of the region and site area and past occurrences of earthquake.

2. Hydrographic Survey:

- a. The Consultant should undertake the recce survey using Real-Time Kinematic Differential GPS (RTK DGPS) and Single Beam Dual Frequency Echo Sounder with Paper output to identify suitable site.
 - b. Based on the analysis of data gathered at S. No. 1 and S. No. 2(i) above, selection of site(s) (single or multiple locations) for area equivalent to at least 600 MW of solar, equivalent to about 12 sq.km, need to be identified. Such identified site(s) should be located where minimum water depth is more than 1.5 meter (mtr) and is forecasted to maintain that level for whole life of project i.e. 25 years.
 - c. Once the location(s) are identified on the reservoir, the consultant should carry out the hydrographic study of the identified locations (for area equivalent to at least 600 MW of solar, equivalent to about 12 sq.km) using multi-beam echosounder for full coverage of the selected area with at least 25% overlap at suitable line spacing to achieve the same.
 - d. Analysis of data obtained, contour plots, cross sections, L Section, vertical sediment distribution, curve table and estimation of sedimentation in different zones of study area etc. keeping in line with the objectives laid down for the study. Survey chart/ drawings shall be prepared on a scale of 1:10000 (for width more than 500 m) & 1:5000 (for width less than 500 m). Contours of 0.5 mtr interval of the bed shall be indicated on the charts. Positions of water samples locations and sediment samples shall also be marked on the charts.
 - e. Water Current velocity shall be measured at upstream and downstream of proposed site for at least 15 days using suitable Acoustic Doppler Current Profiler (ADCP)/Current Meter. The measurements should be undertaken at surface, at half of the water depth, and at 0.5 mtr above the reservoir bed. In the estimation, impact of reservoir gate operation, flash flood discharge etc. should also be considered.
 - f. Suitable care shall be taken to safeguard any biodiversity at project location during survey.
3. Geophysical Survey:
- a. The consultant needs to scan the entire reservoir bed of selected/feasible site for any debris, outcrop rock, boulders, etc. lying on the bed surface.
 - b. Conducting geophysical survey of the selected areas of the reservoir and the nearest shorelines (for transmission connectivity) to these areas will also need to be conducted using sub bottom profiler and side scan sonar equipment.

4. Topographic Survey:

- a. The consultant needs to establish and erect two benchmarks (30 cm x 30 cm x 150 cm of which 75 cm should be buried in the soil) with life expectancy of 3 to 5 years
 - b. Studying the existing condition of both the banks (Protected / Unprotected). The consultant needs to undertake topographic survey of land front of the proposed site in 5 mtr x 5 mtr grid including all the features.
 - c. Photographs of all important on shore and cross water works/ structures and objects shall be taken and included in the survey report.
5. Geotechnical Investigations:
- a. Collection and Conducting Lab Tests on Soil Samples:
 - i. Collecting of reservoir bed soil samples in the grid of 500 mtr x 500 mtr in the entire survey area and conducting laboratory tests on collected reservoir bed soil samples to obtain possible physical and chemical properties like soil classification, grain size distribution including hydrometric analysis, organic material content, dry density, total unit weight/ relative density, Atterberg limits, water content, undrained shear test, shear parameters (cohesion, angle of friction).
 - ii. Chemical analysis of collected soil & water samples shall include determination of pH value, carbonate, sulphate (both SO₃ and SO₄), chloride and nitrate contents, organic matter, salinity and any other chemicals harmful to the foundation material. The contents in soil shall be indicated as percentage.
 - b. Collection and Conducting Lab Tests on Water Samples
 - i. Collection of Water samples at 500 mtr x 500 mtr grid at three depths i.e. at surface, at ½ depth and at 0.5 mtr above reservoir bed and conduct the Chemical analysis to find out its chemical properties.
 - ii. Collection of surface soil samples on land/shore at four locations by doing 1 mtr x 1 mtr trial pit and conduct all the possible tests as per point (a) above.
6. Floating/offshore/marine structures:
- a. Based on the above site assessment, the Consultant should be able to provide recommendations regarding the suitability of site for mooring/anchoring of structure for floating solar panels. Recommendations around the possible structures for mooring/anchoring should also be included in the PFR.

a. Phase II – Transaction Implementation

Post approval by RUMSL of the Transaction structure, work on the Phase II shall commence, which shall involve the following tasks

1. Technical Schedules
 - a. Prepare the relevant technical schedules on International & Indian standards, including safety standards, of the legal documents (RFQ, RFP, PPA and any relevant implementation agreement). This includes, but is not limited to, the following:
 - i. All equipment and interconnects
 - ii. Design and Construction
 - iii. Installation procedures/recommendations for project developers
 - iv. Commissioning tests and processes of the project
 - v. Operation & maintenance procedures and requirements to ensure optimum system operation for the life of the project
 - vi. Technical criteria governing performance monitoring after installation
 - vii. Technical issues arising from energy accounting procedures
 - viii. The performance requirements of the system
 - ix. Insurance requirements, Maintenance Plan requirement and other relevant techno-commercial aspects
 - x. All the formalities to be undertaken by SPPD/SPD for various activities related to grid integration with CTU/STU.
 - xi. Inputs to the financial Model for the project incorporating all the receipts and expenditure.
2. Data Room
 - i. Assist in maintaining the data room with adequate and up to date information related to the technical aspects. This would inter-alia include collecting necessary information from RUMSL and adding, editing and/or deleting data room information.
3. Bid Process and Bid Evaluation
 - i. Support in corresponding with bidders, including assisting with providing technical clarifications to bidders before and after issuance of the bid documents, preparation for as well as attendance at pre-bid meetings, site visits and assisting with responses to bidders' queries

2. Regulatory & Commercial

a. Phase I: Due diligence/structuring

- i. Review of the due diligence report prepared by the Legal expert for comprehensively addressing issues related to the Project shall be in the scope of the Regulatory and Commercial consultant. Further issues-based commercial diligence to understand any issues that may have a bearing on the Project and Central Government Guidelines issued under section 63 of the Electricity Act (Central Guidelines) etc.
- ii. Identify the regulations best suited for the Project and understand the regulatory requirements in terms of any approvals required, applications to be made, etc. and subsequently chalk out the timelines for securing the regulatory approvals.
- iii. Support the Legal expert with commercial inputs in finalizing requisite applications, as per regulatory requirements, necessary to secure regulatory approvals. This could include attending regulatory hearings as required for the Project.
- iv. Understand and assist in designing responsibilities surrounding the dispatch and coordination of the power generated by the project and transmitted to potential buyers.
- v. Understand the regulations surrounding the transmission and distribution of the power generated from the Project to potential purchasers of power, including evaluating the total transmission and distribution costs incurred for supplying power from the project to each of the potential power purchasers. The consultant would further review and analyze technical and commercial aspects in the regulations, laws related to ARR filings, Grid Code, and Open Access Regulations etc.
- vi. Undertake an assessment of the creditworthiness of the identified purchasers like MPPMCL.
- vii. Implications, if any, of the intermittency of power and aspects of banking, etc.
- viii. Identify and optimize the solar park charges duly considering the available fiscal incentives such as tax holidays and accelerated depreciation which can effectively be built into the project and assist the team in evaluating the impact of these fiscal incentives.
- ix. Support RUMSL in its interactions with relevant regulatory authorities or government instrumentalities for helping the client pursue requisite approvals. The primary responsibility for ensuring such approvals will remain with RUMSL/Implementation Agency.
- x. Provide opinion on the regulatory and commercial aspects for the project structuring issues, including supply-demand flow analysis, determining the quantum of bank guarantee, liquidated damages etc.
- xi. Provide inputs on the bid evaluation criteria for the project from a regulatory perspective and provide all commercial inputs required for the Bid documents

b. Phase II: Transaction Implementation

- i. Assist RUMSL in regulatory aspect pertaining to the development of internal as well as external evacuation infrastructure.

- ii. Assist RUMSL in regulatory aspect (Solar Park Scheme of the Government of India etc.) pertaining to the development of shared infrastructure for the solar park.
- iii. Assist RUMSL in understanding electronic platform for e-reverse auction and conduct training programs of relevant officials/ prospective project developers for managing the e-auction process
- iv. Collect from RUMSL set of pre-bid queries and collate them based on subject classification. The consultant shall draft reply to prebid queries especially those pertaining to regulatory and commercial aspect and seek replies from other consultants to complete the entire list of response to the queries

3. Legal

a. Phase I: Due diligence/structuring

- i. Conduct an issues-based legal and regulatory due diligence to understand any issues that may have a bearing on the Project, including on the sale of power, issues relating to interface between procurers applicability of Central Government Guidelines issued under section 63 of the Electricity Act (Central Guidelines). (Leverage use of the Rewa Project but will be responsible for identifying and analyzing any uncovered issues that are relevant for the Project.)
- ii. Conduct review of relevant contracts, authorizations and agreements of GoMP/appropriate agencies opine on the implications of these contracts, authorizations and agreements on the proposed Project and suggest measures to mitigate these implications in the structure or contract(s) of the project.
- iii. Review the government Land related documents and any available studies or reports on the land and opine if there are any legal implications on implementing the Project.
- iv. Identify any legal or regulatory risks associated with evacuation of power from the proposed project through Central Transmission Utility (CTU) an/or State Transmission Utility (STU) operated assets and suggest appropriate contractual/legal/regulatory mitigation measures or solutions to ensure Project's bankability.
- v. Identify the various approvals and clearances required to be secured for the successful development of the Project
- vi. Analyze and recommend the roles, responsibilities and risk allocation of the different stakeholders (such as between the RUMSL and private sector players and among private sector players themselves, in case of multiple private sector players in the Solar Park), while factoring in applicable regulations, existing contracts, governing laws and relevant precedents.
- vii. Identify any legal impediments and/or constraints that could affect private sector participation under different contractual schemes (e.g. management contract, lease or affermage, concession) and financial arrangements (tariff and asset subsidies, limited recourse private financing).
- viii. Understand the approval process and assist, participate and/or provide inputs for discussions at various levels of the State & Central Government and regulatory agencies concerned to seek support for the Project.
- ix. Recommend the transaction structure of the Project, including the structure of the RFP, the bid process and qualification criteria for selecting the developer,

with incremental changes that may be required in order to accommodate procurers, possible use of STU instead of the CTU connection in the Solar Park and changes introduced by the Central Guidelines that might be applicable to the Project.

- x. Based on the due diligence findings and finalisation of the transaction structure, if the GoMP decides to seek appropriate electricity regulatory commission's approval for deviations from the Central Government Guidelines, then the Legal Consultant will review and finalise a petition, to be submitted by the relevant GoMP entity to the appropriate commission. Based on discussions and corresponding iterations of the draft after each round of discussion) with RUMSL, finalise the petition to be submitted to GoMP/MPPMCL/RUMSL's separate legal counsel who would pursue the petition before the relevant appropriate commission. Once the petition is finalised and submitted to the legal counsel, the legal consultant will not be required to attend any proceedings before the appropriate commission or prepare or review any subsequent pleadings or documents in the proceedings.

b. Phase II: Transaction Implementation

- i. Prepare draft bid documents, i.e., the RFP, the draft Implementation Support Agreement(s), draft Power Purchase Agreement(s) with MPPMCL and procurers, draft Coordination Agreement(s) and draft Land Use Permission Agreement for the use of the land by the SPD for setting up the Project for the Project, based substantially on the final issued versions of the Rewa bid documents with changes if any in the transaction structure after incorporating necessary inputs on technical aspects, and commercial aspects. Depending upon the final structuring of the Project, any additional supporting/complementary agreements/documents may also be part of the assignment.
- ii. Participate in discussions with stakeholders and prepare final drafts of bid documents (mentioned in paragraph 1 above)
- iii. Finalizing the draft bid documents in consultation with RUMSL to be issued to potential bidders and if required, amend the bid documents, based on the comments of bidders
- iv. Support RUMSL in corresponding with the bidders, including provision of legal clarifications to bidders before and after issuance of RFP/bid documents, preparation for, and attendance at, pre-bid meetings and preparation of answers to bidders' legal questions, consolidate sets of queries for each contract/ bidding document, help prepare responses to the legal queries mentioned in the consolidated queries.
- v. Assist RUMSL and help the Government in conducting bidding for the Project(s) on a transparent basis. This shall include assistance in pre-qualification of bidders including evaluating the Statement of Qualifications (SOQ) of the applicants, advise on the selection of the pre-qualified bidders and prepare the legal transcript(s) that shall form a part of the Pre-Qualification Report including sound reasoning for disqualification of any bidders; undertake (post qualification) evaluation and ranking of the proposals submitted by bidding companies or consortia from a regulatory standpoint, review of proposals for compliance with RFP terms, and preparation of the

legal section of the Bid evaluation report (e.g., bidders' and/or their lenders' exceptions to, or proposed modification of, draft Project Agreements included in RFP)

- vi. Provide legal opinions, if necessary – complete with review of legal precedents and case laws – on any aspect of the bid process that may require clarifications at any point during the bidding process, as requested by RUMSL

• **Deliverables (Clause 6)**

Sr No.	Deliverable	Target week from Notice to Proceed
1.	Notice to Proceed	Week 0
2.	Phase 1	
i.	Draft technical due diligence report	Week 7
ii.	Note on recommended solar park charges	Week 9
iii.	Final technical due diligence report	Week 12
iv.	Review of Legal and Regulatory Due Diligence Report	Week 12
v.	Draft Legal and Regulatory/Commercial due diligence report pertaining to the sector issues and project related issues.	Week 12
vi.	Note on Offtake and related issues	Week 12
vii.	Detailed draft Legal and Regulatory/Commercial due diligence report including recommendation on legal aspects of the Transaction Structure and key terms of Bid Documents	Week 14
viii.	Assist on Bidding process and inputs for Bid documents	Week 14
ix.	Final Legal and Regulatory/Commercial due diligence report including recommendation on legal aspects of the Transaction Structure and key terms of Bid documents (RFQ, RFP and PPA).	Week 14
3.	Phase 2	
i.	Technical schedules, inputs to the documents and setting up Dataroom	Week 14
ii.	Draft Bid/Project Documents	Week 16
iii.	Draft replies to bidder queries	Week 18
iv.	Final Bid/Project Documents	Week 20
v.	Bid Evaluation Report	Week 22
vi.	Contract execution	Week 24

• **Team Composition (Clause 3, IV)**

Sr.	Description of expert	Requirement	Number of Postion
1.	Team Leader	<ul style="list-style-type: none"> • Experience of at least 15 years in structuring projects in power sector and experience in large solar projects/solar parks. • Should hold a relevant master's degree in engineering or master's degree in business 	1

Selection of a firm for Transaction Advisory Services for development of 600 MW floating solar park at Omkareshwar Dam in the State of Madhya Pradesh

		<p>administration and should have substantive experience of working on assignments related to advising public sector entities on structuring and implementing infrastructure transactions. Team Lead should be from the Lead Member in case of a Consortium.</p> <ul style="list-style-type: none"> • Experience in developing countries, especially India, and knowledge of the Indian power sector is preferable. 	
2.	Solar Technology Expert	<ul style="list-style-type: none"> • Experience of at least 10 years with deep understanding of the various technologies involved in the Solar PV sector, resource assessment etc. • Should hold a master's degree in the relevant field of engineering from a reputable institution. • Experience in large solar projects/solar parks is preferable 	1
3.	Electrical Expert	<ul style="list-style-type: none"> • Experience of at least of 10 years in the power sector, especially of engineering and designing of grid substations and high voltage transmission lines • Should hold a master's degree in electrical engineering from a reputable institution. • Experience of working with ultra-mega power projects is preferable. 	1
4.	Hydrography Expert	<ul style="list-style-type: none"> • A relevant master's degree in engineering with at least 8 years of experience in conducting hydrography/bathymetry studies 	1
5.	Geotechnical Expert	<ul style="list-style-type: none"> • A relevant master's degree in engineering with at least 8 years of experience in conducting geotechnical surveys. • It is desirable to have an experience in reservoirs/water bodies 	1
6.	Floating solar expert	<ul style="list-style-type: none"> • A specialist in float, anchoring and mooring systems designing with a relevant degree in engineering and at least 10 years of experience in the relevant sector 	1
7.	Key Legal Expert	<ul style="list-style-type: none"> • At least 10 years of professional experience in advising PPP transactions in the infrastructure sector. Experience on structuring contracts in the solar sector is mandatory. • Should hold a law degree from a reputable institution and should have substantive experience of working on assignments related to advising public sector entities on structuring and implementing infrastructure PPP transactions, including both legal due diligence and drafting of project agreements • Experience in developing countries is preferable, with strong focus on India, and knowledge of Indian power sector regulatory framework. 	1
8.	Commercial Expert	<ul style="list-style-type: none"> • Any graduate in any discipline and Masters in renewable energy/power only 	1

Selection of a firm for Transaction Advisory Services for development of 600 MW floating solar park at Omkareshwar Dam in the State of Madhya Pradesh

		<ul style="list-style-type: none"> • 10 years' experience in financial modeling and commercial aspects of power sector /renewable energy sector after highest academic qualification, should have also worked on drafting of PPAs and other commercial transactions relevant to offtake of power • At least 3 years of experience of working with or advising Indian Government departments/agencies/utilities or any private company in the areas of financial modelling and Techno-commercial assessment or implementation of the concerned RE projects. 	
9.	Key Regulatory Expert	<ul style="list-style-type: none"> • Any graduate in any discipline with a masters degree with at least 7 years' experience in dealing with regulatory issues in the power sector in India is mandatory 	1

13. Instructions for submitting tender online

The Consultant are required to submit soft copies of their bids electronically on the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>, using valid Class III Digital Signature Certificates. The instructions given below are meant to assist the Consultant in registering on the MP Tenders Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP Tenders Portal.

More information useful for submitting online bids on the MP Tenders Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

REGISTRATION

- 1) Consultant are required to enroll on the e-Procurement module of the MP Tenders Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link “Online bidder Enrollment” on the MP TENDERS Portal. Cost of Enrollment and renewal is depended on the Government Order (GO) prevailing at that period of time.
- 2) As part of the enrolment process, the Consultant will be required to choose a unique username and assign a password for their accounts.
- 3) Consultant are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP Tenders Portal.
- 4) Upon enrolment, the Consultant will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the Consultant are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>, to facilitate Consultant to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Consultant may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>.

- 2) Once the Consultant have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the MP TENDERS Portal <https://mptenders.gov.in/nicgep/app> to intimate the Consultant through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Consultant. Consultant can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site <https://mptenders.gov.in/nicgep/app> well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “Online” to pay the tender fee / EMD and Processing Fee “online” as applicable.

4) Consultant are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Consultant. Consultant are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5) The server time (which is displayed on the Consultant' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Consultant, opening of bids etc. The Consultant should follow this time during bid submission.

7) All the documents being submitted by the Consultant would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO CONSULTANT

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk 0120-4001 002, 0120-4200 462, 0120-4001 005, and 0120-6277 787. For any technical issues or Clarifications

Consultant are requested to contact the support-eproc@nic.in and mptenders@mpsdc.com

Selection of a firm for Transaction Advisory Services for development of 600 MW floating solar park at Omkareshwar Dam in the State of Madhya Pradesh

In case of any query related to the Bid, please write us at rumsinfo@mpnred.com.

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