

indicative, and Bidder shall be responsible for meeting and submitting all information requirement as per provisions of this RFP.

**3.14. INCORPORATION OF A PROJECT COMPANY BY BIDDERS PARTICIPATING UNDER DEVELOPER MODE:**

- a) In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, it would be mandatory to incorporate a Project Company to sign the PPA; the said Project Company has to be formed within forty five (45) days from the issuance of LOA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.
- b) The aggregate equity shareholding of the Successful Bidder in the issued and paid up share capital, and the voting rights of the Project Company shall not be less than fifty one percent (51%) up to a period of one (1) Operational Year.
- c) Further, any member of the consortium or Partner in a Partnership firm or an LLP, shall maintain individual equity in newly formed Company of, at least, 51% of its share in the bidding consortium or in the partnership deed, as the case may be, submitted along with the Bid, up to a period of one (1) Operational Year.
- d) The Affiliate of a Successful Bidder or in case of a Consortium, its member, whose financial credentials have been relied upon by the Successful Bidder to demonstrate Financial Eligibility, is also permitted to execute the PPA by itself or by forming an SPV, as the case may be. In such cases, all the obligations and liabilities of the Successful Bidder as set out in the Bid Documents shall apply to the Affiliate.
- e) In the event that the Successful Bidder, which is a single Entity, chooses not to incorporate any Project Company, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall not decrease their ownership below 51% until the expiry of a period of 1 (one) year from the COD. If the successful bidder forms a Project Company (SPV), the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall continue to hold up to 51% of the total ownership of the Project Company (SPV), from the date of incorporation of SPV until the expiry of 1 (one) year from Project Commissioning (COD).
- f) Any change in ownership and liabilities shall be in accordance with Article 15 of

the PPA.

### **3.15. BID SUBMISSION BY THE BIDDER:**

- a) The information and/ or documents shall be submitted by the Bidder as per the formats specified in this document.
- b) Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/ clarifications from the Bidders, if found necessary, during the course of evaluation/ processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s).
- c) Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. Strict adherence to the documents required to be submitted in Envelope – I, as per clause 3.17 shall be ensured, failure on this account may lead to rejection of Bid.
- d) The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of Nodal Agency. In case of bidder is under Self-Development Mode then necessary proof to qualify for that category (land ownership for setting up the bidding capacity of plant, registration certificates for farmer producer organization/ water use association or any other document as applicable etc.). If bidder is under Developer Mode then shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.
- e) The Bidding Company should designate one person to represent the Bidding Company in its dealings with Nodal Agency. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original as per FORMAT D5: Power of Attorney, authorizing the signatory of the Bid.

### **3.16. CLARIFICATIONS AND PRE-BID MEETING:**

- a) The Bidder may seek clarifications or request amendments to RFP in writing,

through e-mail to reach Nodal Agency on or before date and time mentioned in Bid Information Sheet.

- b) The Bidder(s) or their authorized representative(s) is / are invited to attend (physical or VC as may be applicable) pre-bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by Nodal Agency.
- c) The purpose of the pre-bid meeting will be to clarify any issues regarding the RfP including in particular, issues raised in writing and submitted by the Bidder.
- d) Nodal Agency is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

### **3.17. BID DOCUMENTS:**

Bidder need to submit the hard and scanned (mandatorily) copies of the Formats along with necessary support documents to MPUVNL and uploaded on the e-tendering portal (<https://www.bharat-electronictender.com>).

Bidder to note that, hard copy will suitably be kept under both envelope – I and envelope– II. Both envelopes will be kept in the main envelope. Each envelope will have name and address of bidder, and RfP No. on it. All the documents necessary and specified for a bidder, will mandatorily be submitted online also.

#### **3.17.1 FOR BIDDER UNDER SELF DEVELOPMENT MODE (Not Applicable to**

**Developer Mode):** Bidders participating under self-development mode shall have to submit following documents:

- i. **ENVELOPE- I (Covering letter, bid security declaration, proof for submission of bid processing fees as applicable):** Hard and scanned (mandatorily) copies of the following documents have to be submitted to MPUVNL office and uploaded on the e-tendering portal:
  - 1. FORMAT S1: Covering letter
  - 2. Proof of Bid Processing Fee
  - 3. Bid Security declaration as per FORMAT S5: Bid security declaration.
- ii. **ENVELOPE- II TECHNICAL DOCUMENTS:** Hard and scanned (mandatorily) copies of the following documents have to be submitted to

MPUVNL and uploaded on the e-tendering portal:

1. Original power of attorney (on the stamp value of Rs.1000/-, as per FORMAT S7: Power of Attorney, as applicable) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013 OR Partnership Deed/ Agreement or such other equivalent documents, as applicable).
- 2.
3. FORMAT S2: General Particular of Bidder of this RFP, including necessary documentary evidence to qualify as bidder under self-development mode, as applicable.
- 4.
5. FORMAT S3: Unconditional acceptance of RFP terms and conditions.
6. FORMAT S4: Undertaking for participation under Self-Development-Mode.
7. FORMAT S6: Declaration on Declaration (for submission of Bid and acceptance of terms and conditions of RFP)
8. FORMAT S7: Power of Attorney; in favour of lead member of the Group of farmers/ Cooperatives/ Panchayat/ Farmer Producer Organizations (FPO)/ Water User associations (WUA).
9. FORMAT S8: Format for consortium agreement, applicable to Group of farmers, Cooperatives, Panchayats, Farmer Producer Organizations (FPO), Water User associations (WUA), Government agricultural institute or other agriculture related institutions.

**3.17.2 FOR BIDDER UNDER DEVELOPER MODE(Not Applicable to Bidder under Self-Development Mode):** Bidders participating under developer mode shall have to submit following documents:

- i. **ENVELOPE- I (Covering letter, bid processing fees, bid security declaration):** Hard and scanned (mandatorily) copies of the following documents have to be submitted to MPUVNL and uploaded on the e-tendering

portal:

1. FORMAT D1: Covering Letter
2. FORMAT D4: Bid Security Declaration
3. Proof of bid processing fee submission.

ii. **ENVELOPE- II TECHNICAL DOCUMENTS:** Hard and scanned (mandatorily) copies of the following documents have to be submitted to MPUVNL and uploaded on the e-tendering portal:

1. FORMAT D2: General Particulars of the Bidder, General particulars of Bidder, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
2. FORMAT D3: Shareholding certificate for company / partner contribution in a partnership firm (as applicable), bidder's composition and ownership structure as per prescribed in shareholding certificate for a Company/ Partner contribution for an LLP certified by Director/ practicing Chartered Accountant/ Company Secretary and authorised signatory of the Bidder (as applicable).
3. FORMAT D5: Power of Attorney, Original power of attorney (on the stamp value of Rs.1,000/-, as per, as applicable) issued by the Bidder (in case of consortium then by lead consortium member) in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013 OR Partnership Deed/ Agreement or such other equivalent documents).
4. FORMAT D6: Financial Eligibility Criteria Requirement, Financial Eligibility Criteria Requirements.
5. FORMAT D7: Format for certificate of relationship of affiliate with the bidder, Certificate of relationship of affiliate with the bidder, if applicable, supported by Board Resolution of the Affiliate.
6. FORMAT D8: Undertaking Form, if applicable Undertaking(s) from the member of Consortium or Affiliate of Bidder/ Affiliate of lead member of Consortium, as applicable.
7. FORMAT D9: Format for Consortium Agreement for Participation in for

Consortium Agreement, if applicable.

8. FORMAT D10: Power of attorney in favour of lead member of the consortium Power of Attorney in favor of lead member of consortium.
9. FORMAT D11: Declaration (for submission of Bid and acceptance of terms and conditions of RFP).

### **3.18. METHOD OF BID SUBMISSION**

- a) Apart from the hard copy submission to MPUVNL, **bidders are required to mandatorily submit technical bid, along with all relevant documents as detailed in Clause 3.17 above, online at e-tendering portal.**
- b) **Financial Bid shall be submitted only through online mode with due encryption through passphrase.**
- c) For hard copy submission, the Bidder has the option of sending technical bid (Envelope I & Envelope II; both will be under the main envelope) either by registered post or by speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. Nodal Agency shall not be responsible for any delay in receipt of the technical bid (Envelope I & Envelope II; both will be under the main envelope). It should be noted that except online Financial Bid, no other envelope/document should contain any information/ document relating to Financial Bid. Nodal Agency shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above. In such non-compliances, competent authority may reject bid of such Bidders at any stage without any liability on Nodal Agency or its advisors.
- d) **In case of hard copy submission(as applicable):** All pages of the Bid and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory.
- e) **In case of online bid submission:** In terms of Section 3 and 3A of chapter-II and Section 4, 5 and 6 of chapter-III of the Information Technology Act, 2000, as amended, digitally signed documents shall be treated equivalent to affixing hand written signature of authorized signatory of the Bidder. Such

documents may not require hand-written signature of authorized signatory.

**3.19. BID DEADLINE:**

- a) The Bidder should submit the online Bid on or before the time schedule mentioned in Bid Information Sheet.

**3.20. VALIDITY OF BID:**

- a) The bid shall remain valid for a period of one hundred and eighty (180) Days from the date of bid deadline and will be called the Bid Rate Validity Period for this tender. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter of Award ("LOA"), Nodal Agency shall blacklist the bidder(s) as specified in the Bid Security Declaration. The date of issuance of LOA shall be intimated by the Nodal Agency to the Successful Bidder. In exceptional circumstances if LOA is not issued to the Successful Bidder(s), the Nodal Agency may solicit the Bidder's consent to an extension of the period of Bid Validity Period by 90 days.

**3.21. COST OF BIDDING:**

- a) The Bidder shall bear all the costs associated with the preparation and submission of his offer, Nodal Agency in any case will not be responsible or liable for these costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though Nodal Agency may elect to modify/ withdraw the invitation of Bid.

**3.22. BID SECURITY:**

Pursuant to order of Ministry of Finance, Govt. of India dated 12.11.2020, Bid Security is exempted for all Bidders. However, every Bidder is required to mandatorily submit declaration in lieu of Bid Security in prescribed format. Nodal Agency shall take appropriate action pursuant to Bid Security declaration if:

- a) a Bidder withdraws/ revokes or cancels or unilaterally varies his Bid in any manner during the Bid Validity Period specified in the RFP document.
- b) Successful Bidder fails to accept the LOA or submits the PBG of needful value in the stipulated time.
- c) Successful Bidder fails to sign the PPA within the indicated time unless there is



default from procurer.

### **3.23. OPENING OF BID - Online:**

Technical bid (Envelope I and Envelope II) of the Bidder for evaluation purpose, shall be opened online at the mentioned date and time in Key Dates as mentioned under 2.8.

Financial bids of the technically qualified bidders will be opened online at the mentioned date and time in Key Dates as mentioned under clause no.2.8.

### **3.24. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:**

- a) This RFP may be withdrawn or cancelled by the Nodal Agency at any time without assigning any reasons thereof. The Nodal Agency further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- b) The Nodal Agency reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the Nodal Agency shall have no liability towards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process.
- c) Bid(s) that are grossly incomplete in any respect or those that are significantly inconsistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/ clarifications from the Bidders, if found necessary, during the course of evaluation /processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope – I & II, as per Section VI shall be ensured, failure on this account may lead to rejection of Bid.
- d) Nodal Agency reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by Nodal Agency will be full and final.

### **3.25. ZERO DEVIATION:**

- a) Bidder is to ensure compliance of all provisions of the RFP and submit their

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

### **3.26. EXAMINATION OF BID DOCUMENT:**

- a) Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of RFP/ Agreement, and other details relating to envisaged work as per the RFP.
- b) The Bidder shall be deemed to have examined the RFP and Agreement, to have obtained information on all matters whatsoever that might affect the execution of the Project activity and to have satisfied himself as to the adequacy of his Bid. The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the RFP.
- c) Bidder is advised to submit the Bid on the basis of conditions stipulated in the RFP. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation/ alteration/ amendment/ modification in RFP shall not be accepted by Nodal Agency and shall invite rejection of such Bid(s).
- d) Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RFP or its amendments, if any.

### **3.27. CHANGE IN LAW**

- a) Change in Law shall have the meaning ascribed thereto in Article 12 of the PPA

### **3.28. TAXES AND DUTIES:**

- a) The Financial Bid should include all taxes and duties etc., if any. Power Producer shall be entirely responsible for all taxes, duties, license fees, etc. All taxes shall be payable by the Power Producer. However, if any new change in tax/ duty and cess is effected in the period after the Financial Bid Submission Deadline the same shall be dealt in accordance with Article 12 of the PPA.

### **3.29. PROGRESS REPORT:**

- a) Power Producer shall have to commission the Project within nine (9) Months from the effective date. The Power Producer shall submit monthly progress report to Nodal Agency in the prescribed proforma to be designed in discussion with Nodal Agency till the COD. Nodal Agency shall have the right to depute his/ their representatives to ascertain the progress at the premises of work of the Power Producer.

### **3.30. FORCE MAJEURE:**

- a) For purpose of this RFP, force majeure shall mean an event beyond the control of the Power Producer and not involving his fault or negligence and not foreseeable, in its contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction, fright embargoes, site clearance etc. Whether a force majeure situation exists or not, shall be decided by Nodal Agency and its decision shall be final and binding on the Power Producer and all other concerned.
- b) In the event that the Power Producer is not able to perform his obligations under this Agreement on account of force majeure, he will be relieved of his obligations during the force majeure period.
- c) If a force majeure situation arises, the Power Producer shall promptly notify Nodal Agency and Power Procurement both in writing, not later than three (3) Days from the date such situation arises (in case, communication is not possible to Nodal Agency, Power Producer shall notify Nodal Agency not later than one (1) Days from the day when communication system will be restored). The Power Producer shall notify Nodal Agency and Power Procurement not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, Nodal Agency shall decide and grant suitable additional time for the completion of the work, if required.
- d) Failure of such Power Producer in timely intimating Nodal Agency will suspend its right for any relief otherwise eligible under such force majeure conditions.

### **3.31. APPLICABLE LAW:**

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

**3.32. SETTLEMENT OF DISPUTE:**

- a) If any dispute of any kind whatsoever arises between Nodal Agency and the Power Producer in connection with or arising out of the Agreement including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.
- b) If the parties fail to resolve, such a dispute or difference by mutual consent, within forty five (45) Days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration conducted under the provisions of the “Madhya Pradesh Madhyastha Adhikaran Adhiniyam, 1983”. The decision of MP Madhyastha Adhikaran Adhiniyam shall be final and binding up on the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of MP. No arbitration proceedings will commence unless such notice is given.
- c) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.
- d) Cost of arbitration shall be borne as per the award of the arbitration.

**3.33. LANGUAGE:**

- a) All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in Hindi/English Language. The Agreement and all correspondence between the Nodal Agency and the Bidder shall be in Hindi/ English language.

**3.34. AMENDMENT:**

- a) Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Bidder are advised to follow and keep track of Nodal Agency website for updated information till the selection of Bidder. No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.

**3.35. SEVERABILITY:**

- a) It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable, and, in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force and effect.

**3.36. PRICE PREFERENCE:**

- a) There is no relaxation in terms of any conditions of the RFP or Processing Fee or Bid Security or PBG or BG for any private company or State or Central company/ agency.
- b) The bid processing fees will be paid to MPUVNL in following account (through RTGS/ NEFT) and proof of the same shall be mailed to MPUVNL as well as submitted with online bid:

<b>Account Holder Name</b>	M. P. Urja Vikas Nigam Ltd.
<b>Bank Name</b>	ICICI Bank Ltd.
<b>Bank Branch Address</b>	Shivaji Nagar, Bhopal
<b>Account No.</b>	656501700049
<b>IFSC Code</b>	ICIC0006565
<b>MICR Code</b>	462229012

**3.37. TAX EXEMPTIONS:**

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

**3.38. FRAUD AND CORRUPTION**

The Power Producers, suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:

- a) Defines, for the purpose of this provision, the terms set forth below as follows:

- i. **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. **“obstructive practice”** is
  - aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Nodal Agency's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

**or**

- ab) acts intended to materially impede the exercise of the Nodal Agency's inspection and audit rights.
- b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

- d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Nodal Agency to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Nodal Agency.

### **3.39. DEBARRED FROM PARTICIPATING IN NODAL AGENCY'S TENDER**

- a) Agency reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidder may be debarred from participating in Nodal Agency's any future tender/ RFP for a period of five years as specified in the bid security declaration.

**SECTION IV: BID EVALUATION**

**4. BID EVALUATION:**

**4.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING FIVESTEPS:**

- a) Step I-Responsiveness check of Technical Bid and Evaluation of Bidder' fulfilment of Eligibility Criteria described in Section-I& III.
- b) Step II-Evaluation of Financial Bid
- c) Step III –Invitation for e-Reverse Auction
- d) Step IV – Conduct of e-Reverse Auction
- e) StepV – Selection of successful bidder.

**4.2. RESPONSIVENESS CHECK OF TECHNICAL BID:**

The Technical Bid submitted by bidder (both the hard copy of the bid and the online bid)submitted by bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. However, subject to decision of competent authority, if there is any difference between hard copy and online copy, **the online version of submitted documents will prevail**. Any of the following may cause the Bid to be considered “Non-responsive” and liable to be rejected, at the sole discretion of Nodal Agency, subject to sufficient justification and decision of competent authority:

- a) Bid not submitted in prescribed envelope format.
- b) Bid that are incomplete, i.e. not accompanied by any of the applicable and required formats;
- c) Bid not accompanied by contents of Envelope – I;
- d) Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP;
- e) Material inconsistencies in the information / documents submitted by the Bidder affecting the Eligibility Criteria;
- f) Information not submitted in the formats specified in this RFP;
- g) Bid being conditional in nature;
- h) Bid not received by the Bid Deadline;
- i) Bid having conflict of interest;
- j) Bidder makes any misrepresentation;



- k) Any other act of Bidder which may be unlawful for the purpose of this RFP.
- l) Bid submitted is not in requisite format(s).

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up.

#### **4.3. QUALIFIED BIDDER(S) SELECTION:**

- a) Bid qualifying in as per Eligibility Criteria shall only be evaluated in this stage.
- b) Bidders who meet the Net-Worth criteria/ Annual turnover criteria of a Project would be termed as Qualified Bidders and only their online financial bid would be accepted.
- c) All Bidder qualifying Eligibility Criteria shall be placed as equal.
- d) Qualified Bidder shall quote the fixed tariff for the entire term of the PPA with effect from the COD in the Financial Bid. The Quoted Tariff shall be in (Rupees/ Unit) up to two (2) decimal place

#### **4.4. OPENING OF FINANCIAL BID AND FIRST LEVEL ELIMINATION**

- a) The financial bid of Qualified Bidder(s) shall be opened on <https://www.bharat-electronictender.com> Portal.
- b) The bids received with tariff more than the FIT determined by MPERC shall be rejected
- c) Preparation of Ranking list: A ranking list will be prepared for each substation by listing each of the Tariffs quoted (best quote) by each Eligible Bidder.
- d) Under subscribed Substations: for the substations, where the total bids received are less than the total substation capacity, all such bids in undersubscribed substation shall be eligible to participate in Reverse Auction process.
- e) Over subscribed Substations (First level elimination):
  - i. For oversubscribed sub-station, L1 shall be qualified for its quoted capacity, and then L2 shall be qualified for its quoted capacity and so on, till the total capacity under the 33/ 11 kV sub-station is exhausted.
  - ii. In case of the last selected bidder for a sub-station, if the balance project capacity for the sub-station is more than the 50% of the capacity quoted by bidder, then the balance sub-station capacity shall be treated as the quoted capacity for the bidder. However, if the remaining unallocated capacity of sub-station is less than the 50% capacity quoted by the bidder, then bidder will be

given the choice to take up the sub-station capacity as bidded one, to proceed further. If bidder is not interested, then remaining unallocated capacity of sub-station will be offered to the next eligible bidder. This iteration shall be run maximum two (2) times. If after 2 iteration the capacity is lying vacant it shall be discarded.

- iii. For Substations (s), where two bidders quoted the same tariff, the preference shall be given in following order:
  - aa) individual farmers/ Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions with own land shall be given preference. However, in case of two or more bids with own land received, bidder shall have to submit his net-worth certificate duly authorized by a chartered accountant within 7 days;
  - bb) Bidder with higher Net-Worth shall be given preference;
  - cc) Bidder with higher annual turnover shall be given preference.

#### 4.5. E-REVERSE AUCTION PROCESS:

Reverse auction shall be conducted bidder wise and not substation wise. A weighted average tariff (WAT) shall be determined for each bidder for the capacity for which they have qualified under both under subscribed and over subscribed substations.

- 4.6. Before configuring the e-Auction, for each technically qualified Bidder, total bids will be grouped and a weighted average tariff shall be calculated offline for all such qualified bids submitted by a bidder i.e.

- a) **Case -1:** If a bidder has submitted 3 bids (1 bid for each Sub-station) and 100% quoted capacity in all 3 bids gets qualified i.e. 2 MW for Sub-station A at INR 3.00/ kWhr, 1 MW for Sub-station B at INR 3.02/ kWhr and 1 MW for Sub-station C at INR 2.90/ kWhr. The total quantity for RA shall be 4 MW. The weighted average tariff for the bidder shall be calculated as below:

$$\begin{aligned}\text{Weighted average tariff} &= (\text{Sub-station A capacity} \times \text{Sub-station A tariff}) + (\text{Sub-station B capacity} \times \text{Sub-station B tariff}) + (\text{Sub-station C capacity} \times \text{Sub-station C tariff}) / (\text{Sub-station A capacity} + \text{Sub-station B capacity} + \text{Sub-station C capacity}) \\ &= \frac{(2 \times 3) + (1 \times 3.02) + (1 \times 2.90)}{(2+1+1)}\end{aligned}$$

= INR 2.98/ kWhr

- b) **Case 2:** However, in the above example if the 100% quoted capacity for substation A and B gets qualified but for substation C only 50% quoted capacity gets qualified then the qualified capacity shown as 2 MW for Sub-station A at INR 3.00/ kWhr, 1 MW for Sub-station B at INR 3.02/ kWhr and 0.5 MW for Sub-station C at INR 2.90/ kWhr. The total quantity for RA shall be 3.5 MW. The weighted average tariff for the bidder shall be calculated as below:

$$\begin{aligned} \text{Weighted average tariff} &= (\text{Sub-station A capacity} \times \text{Sub-station A tariff}) + (\text{Sub-station B} \\ &\quad \text{capacity} \times \text{Sub-station B tariff}) + (\text{Sub-station C capacity} \times \text{Sub-} \\ &\quad \text{station C tariff}) / (\text{Sub-station A capacity} + \text{Sub-station B capacity} + \\ &\quad \text{Sub-station C capacity}) \\ &= \frac{(2 \times 3) + (1 \times 3.02) + (0.5 \times 2.90)}{(2+1+0.5)} \\ &= \text{INR 2.99/ kWhr} \end{aligned}$$

- 4.7.** MPUVN shall at least 3 (three) calendar days prior to the date of conducting the Reverse Auction Process, inform all the qualified bidder through e-mail regarding the date and time of the Reverse Auction Process and notifying them of being eligible to participate in the Reverse Auction Process alongwith the qualified capacity and the weighted average tariff for the qualified capacity. Also the System will send invitation to qualified bidder through email once the Reverse Auction is configured by MPUVN.

- 4.8.** Once the e-Reverse Auction window of the E-bidding portal is configured, Eligible Bidders can log on to the E-bidding Portal and view salient aspects of the Reverse Auction window on the E-bidding portal (e.g. Best Quote, their own Weighted Average Tariff, minimum bid decrement value etc.).

MPUVN will also send a separate e-mail to all the Eligible Bidders notifying the start time of the Reverse Auction Process. Eligible Bidders will be able to login into the 'e-Reverse Auction Bidding Room' on the E-bidding Portal 15 (fifteen) minutes before the scheduled commencement time of the Reverse Auction Process.

- 4.9.** The bidders should go through the Business Rules/ Guidelines given below:

These Business Rules/ Guidelines are intended to guide the Bidders about the Reverse Auction (RA) process, evaluation criteria of their bids in RA, criteria for award of PPA, confidentiality requirements and binding nature of bids made by them at the Reverse Auction.

- a) Reverse Auction will be carried out online at e-procurement portal of Electronic

Tendering System [https:// www.bharat-electronictender.com](https://www.bharat-electronictender.com)

- b) The User ID and password for online reverse auction shall be same as used in online bidding and created by bidders at the time of bidder registration.
- c) Reverse Auction shall be carried out only amongst the Qualified Bidders.

#### **4.10. General Procedure of Reverse Auction**

- a) Reverse auction will start automatically at time intimated to eligible bidders as per section 4.
- b) At the start of the Reverse Auction Process, the auction window of each Eligible Bidder will display the following information:
  - i. the Best Quote, as identified in accordance with section 4. It is clarified that the Best Quote for each bidder will be displayed as the 'Start-Price' for that bidder; his own bid (Weighted Average Tariff), his capacity (clubbed together for all substation has bid for) and the Minimum Bid Decrement value is kept as Rs. 0.01.
  - ii. If the capacity quoted by bidder in a substation is within the maximum capacity of the respective substation or not.
- c) Minimum duration of auction would be configured as 1 hours. If there is any change in the bid rate during the last 10 minutes (termed as Maximum elapsed time), further window of 10 minutes would be provided for auction. This would continue for every new period of 10 minutes wherein tariff changes in the highest discovered tariff in the bracket of approximate 270 MW.
- d) Each Bidder's name will be hidden and in lieu of that they will be allotted a Pseudo Identity. At any point, every qualified bidder will be able to see prevailing L1 rate, and its own last bid rate and his total capacity. And whether the bidder falls within the bracket of approximate 270 MW.
- e) The minimum bid decrement value is kept with a step size of Rs 0.01 by which Bidder needs to decrease its price while participating in the reverse auction.
- f) The Qualified Bidders for RA can thereupon start bidding in an iterative process, wherein the prevailing best quote by Bidder at any given moment can be displaced by an even lower best quote with any multiples of the minimum decrement. However, any such fresh bid would also be subject to a maximum decrement of 5% of the prevailing best quote of the bidder
- g) In the e-RA, Bidder has to offer only one price (weighted average tariff) for total Project capacity, for which he is competing in eRA. In case if Bidder wants to

decrease its rate at any stage during RA process within maximum elapsed time, it can be done only by bidding lower than the then best quote of Bidder.

- h) Maximum elapsed time would be 10 minutes, during which, if there is any reduction then the prevailing highest discovered tariff in approximate 270 MW bucket i.e. the tariff which was quoted to be remain in the bracket of approximate 270 MW, auction would get extend further for 10 minutes. It is clarified that,
- i) Irrespective of number of instances when the highest discovered tariff within approximate 270 MW bucket is reduced during a particular window of elapsed time, auction would get extended for another one window of 10 minutes only.
- j) If the lowest discovered tariff within approximate 270 MW bucket remains unchanged over the window of elapsed time (10 minutes), auction would get over. Auction trail, covering the initial hours of the auction and the extended window(s) of 10 minutes each, will reveal each successful bidder's pseudo identity, alongside their lowest quotes.

- 4.11.** Further, there would be a Tender Summary which mentions the rates bid by each Qualified Bidder at the tender stage.
- 4.12.** On the basis of the Auction Summary and Tender Summary, the Bidders would be placed in the ascending order of their last quoted bids. The list would firstly consist of Bidders from the Auction Summary with the last L1 rate being at the top of the list.
- 4.13.** The Qualified Bidder who's quoted tariff falls within the approximate 270 MW bucket in the e-Reverse Auction shall become the Successful Bidder's.
- 4.14.** The Selected bidder 1 shall be allotted its quoted capacity, and then bidder 2 shall be allotted its quoted capacity and so on, till the total approximate 270 MW capacity is exhausted.

In case of the last selected bidder, if partial capacity which falls within the approximate 270 MW bucket, is less than the threshold limit published by MPUVN in RFP, the right of refusal shall be given to the bidder. If bidder refuses to accept the partial capacity, the capacity shall be offered to next eligible bidder at the tariff quoted by last selected bidder. However, if the partial capacity selected is equals to or greater than the threshold limit defined by MPUVN then the bidder has to mandatorily accept the capacity at his quoted rate.

This process shall continue until all the final eligible bidders after the RA process are complete. In the event this capacity is still not fulfilled then the corresponding capacity

shall be terminated and could used in the subsequent tender.

**4.15.** After selection of initial approximate 270 MW the bidder's falls within the next approximate 270 MW bucket will be put in the waiting list and shall be called waitlisted bidders.

**4.16. AWARD OF CONTRACT TO SUCCESSFUL BIDDER**

- a) Nodal Agency shall provide LOA to the Successful Bidder. The date of issuance of LOA shall be intimated by the Nodal Agency to the Successful Bidder.
- b) The Successful Bidder has to sign the LOA and submits PBG in favour of the procurer of required value within 30 days from the date of issuance of LOA, the Nodal Agency reserves the right to annul/ cancel the LOA of the Successful Bidder.
- c) In case Nodal Agency cancels the LOA issued to the Successful Bidder due to its non-compliance or successful bidder fails to sign the LOA within the stipulated timeline, the capacity of such bidder will be withdrawn and the bidder will be debarred from participating in MPUVN RFPs / tenders for a period of five years as specified in the bid security declaration.
- d) In case, if none of the waitlisted bidder(s) is interested in taking the Project, then Nodal Agency will take appropriate action.
- e) Nodal Agency at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever.

**4.17. Performance Bank Guarantee:**

- a) The power producer shall provide Performance Bank Guarantee (PBG) of Rs. 5 Lakh/ MW to procurer within 30 days from date of issue of Letter of Award.
- b) The PBGs submitted by successful bidder shall be valid for a period of 12 months from the date of issuance of LOA for the SPP. The PBG will be returned to the power producer immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning.

**4.18. Signing of PPA**

- a) The signing of PPA by the power producer (s) with the Procurers shall happen within 60 days of issuing the LOA on the basis of Project Capacity.
- b) Individual PPA shall be signed by the power producer(s) with Procurer at the tariff discovered through e-RA.
- c) The selected power producer is required to sign PPA with the DISCOM in line with the

- timeline given in the RFP. In case, the selected power producer fails to execute the PPA within the stipulated time period, the bidder will be penalized according to the bid security declaration.
- d) The term of the PPA shall be in line with Article 2 of the PPA. The Procurer will be obliged to buy the power in line with Clause 4.3 of the PPA.
  - e) However, the power producer is required to achieve a minimum generation as per Clause 4.3 of the PPA subject to a minimum CUF of 15% on annual basis during the PPA period, in line with CUF considered by MPERC for determination of ceiling tariff for KUSUM-A projects.

**4.19. Shortfall in minimum generation:**

- a) During PPA, if for any contract year, it is found that the power producer RPG has not been able to generate minimum energy; such shortfall in performance shall make power producer liable to pay the compensation as provided in Article 4 of the PPA to the procurer.

**4.20. Commissioning**

- a) The selected power producer shall commission the solar power plant within nine months from the effective date as specified in article 5 of PPA. The power producer may commission the SPP during this period of nine months and the applicable tariff shall be in accordance to Article 9 of the PPA. A duly constituted Committee of DISCOM officials will physically inspect the Plant in not more than 03 days from the date of receiving a call from the power producer and certify successful commissioning of the plant. In case any power producer fails to achieve this milestone, procurer shall encash the Performance Bank Guarantee (PBG) in the manner as specified in Article 4 of PPA.

- 4.21.** In case any PBG, BG (if available) is utilized, partly or fully, towards recovery/ adjustment of LD/ penalty, the same shall be replenished to its original value and validity period within seven (7) Days of written communication on this behalf from Nodal Agency or procurer to Power Producer.

**SECTION V – FINANCIAL BID**

**To be filled online only**

Given below is a SAMPLE FORMAT in which the financial bid for each bidding sub-station will be submitted ONLINE only (Please DO NOT fill this offline and DO NOT submit this with hard copy of bid):

1.	Sub-station	
2.	Block	
3.	Village	
4.	Tahsil	
5.	District	
6.	Bidding Capacity (kW)	
7.	Tariff (INR/ kWh) *	PLEASE DO NOT WRITE ANYTHING HERE

\* Tariff shall be submitted only online and this tariff will be fixed for 25 years from the commercial operation date.



**SECTION VI: Intentionally left blank section**

Intentionally left blank section without any content

**SECTION VII: FORMATS TO BE SUBMITTED BY BIDDERS UNDER SELF  
DEVELOPMENT MODE**

Formats under this section shall be submitted by Bidders participating as individual farmer/ group of farmer/ farmer producer organization/ agricultural institution/ gram panchayat etc.

**FOR BIDDERS PARTICIPATING UNDER SELF DEVELOPMENT MODE**

Under this self-development mode, bidder will be individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions can develop the solar power plant under KUSUM – A in Madhya Pradesh, on their own land, to deliver power on selected sub-station.

**1. Checklist Envelope - I**

<b>Sr. No.</b>	<b>Particular</b>	<b>Format No.</b>	<b>Page No</b>	<b>Document uploaded online (Yes/ No)</b>
1	Covering Letter	S1		
2	General particular of Bidder	S2		
3	Unconditional acceptance of RFP terms and conditions	S3		
4	Undertaking for participation under Self-Development-Mode	S4		
5	Bid security declaration	S5		
6	Proof of Bid Processing Fee Submission	-		

**2. Checklist Envelope - II**

<b>Sr.No.</b>	<b>Particular</b>	<b>Format No.</b>	<b>Page No</b>	<b>Document uploaded online (Yes/ No)</b>
1.	Declaration	S6		
2.	Power of Attorney (Not Applicable for Individual Farmer)	S7		
3.	Format for consortium agreement (Not Applicable for Individual Farmer)	S8		

**3. Main Envelope**

- i. Both envelopes will be kept under the main envelop.
- ii. On each envelope, name and address of bidder and scheme name will be mentioned.
- iii. All bid document should be duly spiral binded and compiled with page numbers.
- iv. Page number should also be indicated in the check list for ease of checking the documents.

Signature

Name: