

the case may be, to make such investment.

- d) In case of a Consortium, the Consortium Agreement, in the form set out in Annex 5
- e) Letter of Financial Capacity, in the form set out in Annex 6, along with all requisite documents to be submitted, as prescribed in this RFP
- f) Letter of Technical Capacity, in the form set out in Annex 7, along with all requisite documents to be submitted, as prescribed in this RFP
- g) Certificate of incorporation of the Bidder and in case of a Consortium, of all the Members of the Consortium
- h) Letter proposing revision to the Project Capacity of PHS site, in the form set out in Annex 9.
- i) The detailed computation sheet by the Statutory Auditor/Chartered Accountant certifying the Net-worth of the Bidder
- j) Receipt/proof of submission of Bid Security and payment for Document Cost or requisite value as specified in this RFP

6.9.3. **Financial Proposal:** The Bidder shall submit its Financial Proposal in the format set out in Annex 8. The Financial Proposal shall set out:

- a) the PHS Charges separately for PHS site(s), subject to Networth qualification;
- b) Bidder shall be required to quote PHS Charges of more than INR 0.10 per unit. Any Financial Proposal (for PHS Unit), quoting PHS Charges as less than or equal to INR 0.10 per unit shall be summarily rejected and Bidder shall be disqualified for such PHS Site.
- c) As mentioned in Clause 6.7.1, it is further clarified that, the PHS Charges to be quoted in the Financial Proposal should be stated in Indian Rupees with decimal upto two places only. For Clarification, in case bidder quotes the PHS Charges with more than two decimal digit then it shall be rounded. For example, PHS Charges Quoted as INR 0.111 or 0.112 or 0.113 or 0.114, then PHS Charges will be lower rounded-off as INR 0.11 and PHS Charges Quoted as 0.115 or 0.116 or 0.117 or 0.118 or 0.119 will be higher rounded-off as INR 0.12.

6.10. All the document submitted by the Bidder shall be signed by the authorized representative of the Bidder as evidenced by Power of Attorney.

6.11. The submission of a Proposal by a Bidder implies that he has read and accepted these instructions the conditions of the RFP and has made himself aware of the same.

7. Evaluation of proposal

7.1. Determination of responsiveness of the Qualification Proposal

7.1.1. RUMSL will examine the Qualification Proposals to determine whether the Qualification Proposals are 'responsive' to the requirements of the RFP by checking:

- a) whether they have been submitted by the Proposal Due Date;
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- b) whether they are complete and all documents comprising the Qualification Proposal have been submitted in their prescribed format;
 - c) whether the documents have been properly signed;
 - d) in case of a Consortium, whether the Consortium Agreement has been signed by all Members;
 - e) whether the Document Cost, Bid Security and the power of attorney have been submitted; and
 - f) whether the Qualification Proposals are generally in order including whether all documents have been submitted in the prescribed format along with necessary supporting documents.
- 7.2. If any information furnished by a Bidder is found to be incomplete or contained in formats other than those specified in the RFP, RUMSL may, in its sole discretion, exclude such information for the purposes of determining whether the Bidder will meet the Financial Capacity. Alternatively, RUMSL may request the Bidder, from time to time while evaluating the Qualification Proposals, to submit necessary information or documentation, within a reasonable period of time, to rectify non-material omissions related to documentation requirements. Such clarifications or information provided by the Bidder will be considered by RUMSL while evaluating the Qualification Proposal, and it may qualify the Bidder on the basis of such clarifications or information provided, read along with its Qualification Proposal.
- 7.3. Bid may also be declared as non-responsive in accordance with all applicable Clauses mentioned in this RFP w.r.t. determination of responsiveness.
- 7.4. If any Bidder is found to be disqualified in accordance with the terms of this RFP or if any Qualification Proposal is found to be non-responsive or not meeting the Financial Capacity, the Qualification Proposal will be rejected by RUMSL and not be considered for further evaluation.
- 7.5. Where any information is found to be patently false or amounting to a material misrepresentation, RUMSL reserves the right to reject the Bid and invoke the Bid Security.

8. Evaluation of Qualification Proposal

- 8.1. RUMSL will determine to its satisfaction whether Bidders have submitted responsive Qualification Proposals and are eligible as well as meet the Financial Capacity and Technical Capacity requirement in accordance with Clause 3.2 (III) (c) and Clause 3.2 (III) (d) respectively.
- 8.2. The determination of Financial Capacity and Technical will be based upon an examination of the documentary evidence submitted by the Bidders and any additional information which RUMSL may receive or request from a Bidder to support such evidence.
- 8.3. An affirmative determination will be a prerequisite for RUMSL to qualify Bidders for the opening and evaluation of the Financial Proposals.
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- 8.4. After the completion of evaluation of the Qualification Proposals, RUMSL will notify Bidders whether they are qualified for the next stage and are having their Financial Proposals opened and evaluated. Bidders whose Qualification Proposal is responsive and who meets the minimum Technical and Financial capacity shall be qualified for opening of their Financial Proposal for selected sites (Qualified Bidders).
- 8.5. The calculation of the Net Worth must be based on the unconsolidated audited annual accounts in case of a Bidder and, if relevant, an Associate/Affiliate. Provided that if a Bidder is relying on its Associate's/Affiliate's experience and where such Bidder Controls such Associate/Affiliate, then the Net Worth will be calculated based on the audited consolidated annual accounts of the Bidder and of such Associate(s) /Affiliate(s).
- 8.6. For Consortium:
- 8.6.1. In case of a Consortium, the Financial Capacity must be met individually or collectively by all the Members of the Consortium, subject to the Lead Member demonstrating at least 51% (fifty one percent) of the Net Worth required for qualification.
- 8.7. For the purposes of demonstrating the Financial Capacity, if Bidders provide financial data in any Currency other than Indian Rupee, the Net Worth equivalent in Indian Rupees will be submitted by the Bidder duly signed by Chartered Accountant, considering exchange rate equivalent to bills selling rate (card rate) for the respective currency of the State Bank of India prevailing on the date of closing of the accounts for the relevant Financial Year as certified by the Bidder's banker. If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day must be used.

9. Determination of responsiveness of Financial Proposal

- 9.1. Prior to evaluation of the Financial Proposals of the Qualified Bidders, RUMSL will examine the Financial Proposals to determine whether they are complete, generally in order, provided in the specified format and are otherwise substantially responsive to the requirements of the Bid Documents, including the requirement to quote the PHS Charges for the PHS Site set under allocation.
- 9.2. If any Financial Proposal is found to be non-responsive to the requirement of the Bid Documents, such Financial Proposal will be rejected by RUMSL and will not be considered for further evaluation.

10. Evaluation of Financial proposal

RUMSL will carry out an evaluation and comparison of the Financial Proposals of the Qualified Bidders as follow:

- 10.1. PHS site wise quoted PHS Charges shall be tabulated for each Bidder.
- 10.2. For each PHS Site, list shall be formulated in descending order of PHS Charges quoted by Bidder.

11. Selection of Successful Bidders

- 11.1. The Bidder quoting highest PHS Charges shall be declared as Successful Bidder.
- 11.2. In case highest PHS Charges for a PHS Site being quoted by two or more Bidders are equal, then Successful Bidder shall be determined in following order of priority:
 - 11.2.1. Bidder quoting highest PHS capacity in MW for the particular PHS Site;
 - 11.2.2. Bidder having highest Networth;
 - 11.2.3. Bidder having highest Technical Experience (in terms of MWs of Power generation project executed/ executing);

For Clarification: In case of tie between PHS Charges, Bidder quoted highest PHS Capacity as per Annex – 9 shall be declared as Successful Bidder for that particular PHS Site. Further, in case of tie between the PHS Capacity for that PHS Site, Bidder having highest Networth shall be declared as Successful Bidder (provided Networth of the Bidder is not exhausted in allotment of other sites under this Bid). Furthermore, in case of tie in both of the PHS Capacity and Networth, then the Bidder having highest Technical Experience shall be declared as Successful Bidder.

- 11.3. In case successful bidder could not be determined even after adopting the priorities mentioned at Clause 11.2 above, then the Successful Bidder shall be selected by way of Lottery in presence of all applicable bidders. The outcome of the draw of Lottery shall be binding on all bidders and it cannot be challenged further.

12. Letter of PHS Site Allotment (LOPSA)

- 12.1. Letter of PHS Site Allotment (LOPSA)
 - 12.1.1. After determination of the Selected Bidder, RUMSL will issue the LOPSA to the Selected Bidder(s) in duplicate. The Selected Bidder(s) will, within 15 (fifteen) days of receipt of the LOPSA, sign and return, as acknowledgement, the duplicate copy of the LOPSA. If the duplicate copy of the LOPSA duly signed by the Selected Bidder is not received by the stipulated date, RUMSL may, unless it consents for an extension, without prejudice to any of its rights under the Bid Documents or law, withdraw the LOPSA and invoke the Bid Security of the Selected Bidder on account of failure of the Selected Bidder to acknowledge the LOPSA and exercise the rights available to RUMSL under this RFP.
 - 12.1.2. The Selected Bidder or the SPV formed by the Selected Bidder shall satisfy the following conditions:
 - a) sign and return, as acknowledgement, the duplicate copy of the LOPSA;
 - b) submit the performance bank guarantees, in accordance with the provisions of this RFP;
 - c) pay the Project Development Fee in accordance with this RFP;
 - d) Proof of creation of SPV, if applicable, within stipulated time as mentioned in this RFP; and

- e) charter documents of the Selected Bidder, or the SPV formed by the Selected Bidder, as the case may be, including: memorandum of association and articles of association, highlighting the object clause relating to generation and selling of power/electricity; providing energy storage services; and power procurement.

12.1.3. If the Selected Bidder fails to fulfil the above conditions, then RUMSL may, unless it consents to an extension, without prejudice to any of its rights under the Bid Documents or law, withdraw the LOPSA and invoke the Bid Security of the Selected Bidder on account of failure of the Selected Bidder to acknowledge the LOPSA, and exercise one of the rights available to RUMSL under this RFP.

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

12.1.5. The Selected Bidder will bear all costs associated in meeting requirement of LOPSA.

13. Other Bid Conditions

13.1. Bid Document

13.1.1. The Bid Documents must be read, as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bid Documents, the Bidder must inform RUMSL at the earliest. RUMSL will then direct the Bidders regarding the interpretation of the Bid Documents.

13.1.2. The Bidders, after registering themselves on the e-Tender Portal in accordance with the procedure set out at Annex - 11, must download the Bid Documents from the bidding Portal.

13.1.3. RUMSL is not responsible for the completeness of the Bid Documents, if they are not procured in accordance with this Clause.

13.2. Document Cost

13.2.1. The Bidders shall pay to RUMSL a non-refundable Document Cost in accordance with Clause 3.2 of this RFP. Document Cost shall be paid to RUMSL through NEFT/RTGS/IMPS in favour of Rewa Ultra Mega Solar Limited. The account details for NEFT/RTGS/IMPS are provided as hereunder:

Name of Payee: Rewa Ultra Mega Solar Limited

Bank and Branch Details: Punjab National Bank, Bhopal

Account Number: 0591002100028529

IFSC Code: PUNB0059100

RUMSL PAN No. (if applicable): AAHCR3799P3

13.2.2. After making the above payment, the Bidders shall also share the confirmation of payment, through e-mail on rumsinfo@mpnred.in.

13.2.3. An authorised user of the Bidder (and of the Lead Member, in case of a Consortium) should register on the e-Tender Portal and such authorised user should download the RFP. It is important to note that only the authorized user should submit the Bids.

13.2.4. RFP is not transferable and therefore it shall be purchased in the name of Authorized Bid Signatory/Lead Organization.

13.3. Acknowledgment by Bidder

13.3.1. It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bid Documents (including all instructions, forms, terms and conditions) and any other information provided by RUMSL in the Bid Documents or pursuant to this RFP and that the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFP in any respect will be at the Bidder's risk and may result in rejection of the Bid;
- b) received all relevant information requested from RUMSL;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of RUMSL;
- d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, for the allotment of PHS Site and performance of its obligations;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any matter in relation to the PHS Sites shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from RUMSL.

13.4. Rights of RUMSL

13.4.1. RUMSL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

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

13.4.2. If RUMSL exercises its right under the Bid Documents to reject a Bid and consequently an Eligible Bidder which quoted the highest PHS Charges for a particular PHS Site gets disqualified or rejected, then RUMSL reserves the right to take any such measure as may be deemed fit in the sole discretion of RUMSL, including inviting fresh Bids and/or annulling the Bid Process.

13.4.3. If it is discovered during the Bid Process, or during anytime of PHS project execution/operation that the Financial Capacity requirement has not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:

- a) the Bidder shall be disqualified forthwith, if not declared as the Selected Bidder by the issuance of the LOPSA; or
- b) the LOPSA shall be liable to be cancelled, if the Bidder has been declared as the Selected Bidder. RUMSL shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination.
- c) RUMSL will have the right to invoke the Bid Security, and if after the execution of the Site Allotment, RUMSL shall have the right to forfeit and appropriate the performance bank guarantees. Such forfeiture will be without prejudice to any other right or remedy that RUMSL may have under the Bid Documents or applicable law.

13.5. Correspondence with bidders

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

13.6. Confidential information and proprietary data

13.6.1. Proprietary Data

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

13.6.2. Confidentiality Obligations of RUMSL

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

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

13.7. Fraud and Corrupt Practices

13.7.1. Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, RUMSL may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

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

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

a) corrupt practice means:

- (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the GoMP or RUMSL who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the PHS Sites or arising from it, before or after its execution, at any time prior to the expiry of 1

(one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the GoMP or RUMSL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or

- (ii) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the Site Allotment, as the case may be, any Person in respect of any matter relating to the PHS Site, the Bid Process or the Site Allotment who at any time has been or is a directly or indirectly appointed legal, financial or technical advisor of the GoMP or RUMSL on any matter concerning the PHS Site.

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

- b) fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- c) coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- d) undesirable practice means:
 - (i) establishing contact with any Person connected or employed or engaged by RUMSL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or
 - (ii) having a conflict of interest, as defined in the RFP; and
- e) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

13.8. **Data Room**

13.8.1. Site related information are published at <https://mpnred.in/phs-site-information/>. Bidders are requested to access the same.

13.8.2. Bidders are advised to check and verify the PHS Site information uploaded at website mentioned above. RUMSL or any of the GoMP entity shall be held liable for any discrepancy of the data mentioned against each PHS Site. It shall be Bidder's sole responsibility to conduct due diligence before participating in the Bid Process.

13.9. **Site Visit**

13.9.1. The Bidders are also advised to visit the PHS site(s) and familiarize themselves with the on-ground conditions without waiting for the Site Allotment. Bidders are free to visit the site on their own by informing RUMSL.

13.9.2. It will be assumed that Bidders will have accounted for all relevant factors, including technical data, site conditions, climate, weather conditions, availability of power, water and other utilities for construction, access to the site, handling and storage of materials and applicable laws and regulations, while submitting their Bids. Bidders will be deemed to have full knowledge of the PHS Site(s), including their rights, duties and obligations.

14. Project Development Fee

14.1. The Selected Bidder(s) shall pay to the RUMSL a fee for each PHS Site awarded to it/them towards their services for successful completion of bid process related activities. The Project Development Fee payable for each PHS Site shall be equivalent to Rs. 0.25 lakhs/ MW of the Estimated Capacity of the allotted PHS Site mentioned in Clause 5.1 or the upward revised capacity submitted by the Selected Bidder for the allotted PHS Site in the Annexure 9 of Bid Submission, whichever is higher.

15. Performance Security:

15.1. The successful bidder has to submit Performance Bank Guarantee within 15 days of issuance of LOPSA. The Performance Bank Guarantee shall be initially valid for 12 months from date of issue of LOPSA with a claim period of further six months. The validity of the Performance Security shall be extended time to time until COD of PHS Project. The Performance Bank Guarantee shall be @ of Rs. 2 Lakhs/MW 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 successful COD of PHS Project, within timelines as mentioned in Site Allotment Letter or extended otherwise.

16. Taxes Duties & Levies:

16.1. All Taxes, Duties and Levies payable in relation to this RFP shall be payable by the Selected Bidder.

17. Conflict of Interest

17.1. A Bidder shall not have a conflict of interest that affects the Bid Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bid Process, if:

a) such Bidder or an Associate/Affiliate of such Bidder:

(i) Controls, is Controlled by or is under common Control with any other Bidder or any Associate/Affiliate thereof; or

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

provided that this disqualification shall not apply if:

(i) the direct or indirect ownership interest in such other Bidder or Associate/Affiliate thereof is less than 20% (twenty percent); or

- (ii) the Control or ownership interest is exercised or held by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013; or
- b) such Bidder is also a constituent of another Bidder; or
- c) such Bidder or its Associate/Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder or such other Bidder's Associate/Affiliate; or
- d) such Bidder, or its Associate/Affiliate has a relationship with another Bidder, or such other Bidder's Associate/Affiliate, directly or through common third party/parties (including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence the Bid, of the other; or
- e) such Bidder, or its Associate/Affiliate has participated as a consultant to RUMSL in the preparation of any documents, design or technical specifications of the PHS Site put under allotment.

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

ANNEX – 1

Letter of Bid

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

To,
Executive Engineer,
Rewa Ultra Mega Solar Limited,
Urja Bhawan,
Link Road Number 2,
Sivaji Nagar, Bhopal,
Madhya Pradesh,
India - 462016

Sub: Response to RFP No _____ for Allotment of Pumped Hydro Storage Sites in Madhya Pradesh

Dear Sir,

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

1. We give our unconditional acceptance to the Bid Documents issued by RUMSL. In token of our acceptance to the Bid Documents, the same have been initialed by us and enclosed with our Qualification Proposal. We confirm and undertake that we shall sign Letter of PHS Site Allotment (LOPSA) as per the provisions of the RFP, without seeking any deviations or amendments, and the provisions of the LOPSA shall be binding on us.
2. We acknowledge that RUMSL will be relying on the information provided in the Bid and the documents accompanying the Qualification Proposal for selection of the Bidders for awarding the PHS Site, and we certify that all information provided in the Qualification Proposal and in the Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Qualification Proposal are true copies of their respective originals. In the event that any of the information provided in the Qualification Proposal is found to be incorrect after our selection as the Selected Bidder, we agree that the Office of Commissioner, NRE/ RUMSL can terminate allotment of PHS Site without making any remedial measures for us. We shall neither claim nor Office of Commissioner, NRE/ RUMSL shall be liable to pay any damages that may have caused to us due to termination of allotment of site, in the event prescribed in this clause.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by RUMSL in respect of any matter regarding or arising out of this RFP shall be binding on us. We hereby expressly waive any and all claims in respect of this process.

4. The statements in this letter are made for the express purpose of qualifying for participation in the Bid Process and for selection as the Selected Bidder for the allotment of PHS site and its development thereof. We are enclosing herewith our response to the RFP with formats duly digitally signed as desired by you in accordance with the RFP, for your consideration.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit our Bid and Sign LOPSA as the Selected Bidder.
6. We hereby understand and confirm that RUMSL reserves the right, at any time, to verify the documents furnished by us, including documents supporting Technical Capacity and availability of the Net Worth to the extent claimed in the Qualification Proposal with the original documents and bank statements and the shareholding of the Company along with a copy of complete documentary evidence supported with originals at any stage. Further, we shall make available to RUMSL any additional information it may find necessary or require supplementing or authenticate the Bid.
7. We understand and confirm that if any documents furnished by us are found to be misleading or misrepresenting in any way, RUMSL shall be free to take appropriate action including invocation of Bid Security, Cancellation of LOPSA and Blacklisting us for an appropriate period as decided by RUMSL.
8. We acknowledge the right of RUMSL to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. We represent, warrant and undertake that:
 - (a) we have examined and have no reservations to the Bid Documents and do not seek any deviations to the Bid Documents issued by RUMSL;
 - (b) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clauses of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with RUMSL or any other public sector enterprise or any government, Central or State;
 - (c) the Bid Documents and all other information provided by RUMSL are and shall remain the property of RUMSL and are provided to us solely for the purpose of preparation and the submission of our Bid in accordance with the RFP. We undertake that we shall treat all information received from or on behalf of RUMSL as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of our Bid;
 - (d) we, [including the Members of the Consortium] or our Associates/Affiliates have not been barred by any government or government instrumentality in India or in any other jurisdiction in which we or our Associates/Affiliates belong or in which we conduct

our business, from participating in any project or being awarded any contract as of the date of submission of our Qualification Proposal;

- (e) we, [including the Members of the Consortium] have not, in the 3 (three) years immediately preceding the Proposal Due Date, failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Associates/Affiliates, as the case may be;
- (f) we, [including the Members of the Consortium] have not, in the 3 (three) years immediately preceding the Proposal Due Date, had any contract terminated by any government or government instrumentality for breach by us or our Associates/Affiliates, as the case may be;
- (g) we certify that we, [including the Members of the Consortium], or our/their Associates/Affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to participate in the Bid Process;
- (h) we, [including the Members of the Consortium], further certify that no investigation by a regulatory authority is pending either against us/ [any Member of the Consortium] or against our/their Associates/Affiliates or against our CEO or any of our directors, managers and employees;
- (i) we, [including the Members of the Consortium], certify that our/their Associates/Affiliates whose financial credentials have been relied upon to meet the Financial Capacity, will continue to remain our/their Associates/Affiliates until the expiry of three (three) years from the acceptance of LOPSA for the said PHS Project.
- (j) we, [including the Members of the Consortium], certify that we, or our/their Associates/Affiliates have not been declared wilful defaulter to any lender, and that there is no major litigation pending or threatened against us or any of our/their Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to be eligible for PHS Site Allotment.

10. We understand that you may cancel the Bid Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the PHS Site Allotment, without incurring any liability to the Bidders.

11. We declare that we or our Associates/Affiliates are not submitting another Bid.

12. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall intimate RUMSL of the same immediately.

13. We are submitting this Qualification Proposal and all the documents that are required to be submitted in accordance with the RFP for the following PHS Sites with order of preference for selecting Qualified Bidder for PHS Sites based on technical and financial capacity.

Preference	Name of Site*	Location (Village and District)	Capacity mentioned in RFP (in MW)	Capacity upward revised (in MW)
1				
2				
3				
4				
5				

**Bidder may add more rows to add additional PHS Sites based on requirement.*

^ Only those PHS sites shall be indicated here for which Bidder is quoting PHS Charges in their financial bid. PHS charges shall not be indicated in the Technical Bid otherwise entire proposal shall be liable for cancellation.

14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by RUMSL in connection with evaluation of Qualification Proposals, declaration of the Selected Bidder(s), or in connection with the Bid Process itself, in respect of the PHS Site Allotment, to the fullest extent permitted by applicable law and waive any and all rights and/or claims we may have in this respect, whether actual or contingent, whether present or in future.
15. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by RUMSL or in respect of any matter arising out of or concerning or relating to the Bid Process.
16. We undertake that the PHS Charges that are quoted by us are after taking into consideration all the terms and conditions stated in the Bid Documents, our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.
17. We have submitted the Bid Document Fees, Bid Security to RUMSL in accordance with the RFP.
18. If determined as Successful Bidder, we shall pay Success Fees to RUMSL in accordance with the RFP.
19. We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, shall we have any claim or right against RUMSL if the PHS Site is not awarded to us or our Bid is not opened or considered, as the case may be.
20. We declare and confirm that we have read the RFP and agree to comply with the eligibility requirements set out therein to participate in this tender. Accordingly, we have also enclosed all necessary documents in support of the eligibility requirements. We undertake to agree and confirm that, in the event of us being declared as the Selected Bidder, if any of the statements or documents submitted in this regard are found to be false, incorrect or misleading, RUMSL will be entitled to take appropriate action as it deems necessary.

21. This Bid Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Bhopal will have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.

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

Yours faithfully,

Dated this [*insert date*] day of [*insert month*] 2023

Name and seal of the Bidder

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

ANNEX – 2

Format For Bank Guarantee (for Bid Security)

(On appropriate Value of Non Judicial Stamp Paper)

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 Bidder>, having its registered office address at <registered office address of Bidder> (hereinafter referred to as "Bidder") against RfP reference number dated (hereinafter referred to as "the RfP") titled<title of RFP>.

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 that the 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 Bidder a Guarantee.

THEREFORE, we<name of the Bank>. hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder up to a total of INR. (Rupee only) and we undertake to pay you, upon your first written demand declaring the 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 with a claim period of one year from the expiry of BG:

Our liability under this Bank Guarantee shall not exceed INR..... (Rupeeonly).

This Bank Guarantee shall be valid till <BG validity date>.

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>

ANNEX 3

Format for Board Resolution

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

(1) **RESOLVED THAT** Mr./Ms. _____, be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for PHS Site Allotment, Madhya Pradesh in the country of India, including signing and submission of all documents and providing information to RUMSL, representing us in all matters and generally dealing with RUMSL in all matters in connection with our bid. ***(To be provided by the Bidder or the Lead Member)***

(2) **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total Equity, for development of the PHS Project ***(To be provided by the Bidder)***

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

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

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

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

And

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

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

Certified true copy

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

Note:

1.This certified true copy should be submitted on the letterhead of the Company passing the relevant Board Resolution, signed by the Company Secretary/Director of such Company.

ANNEX 4

Format for Power of Attorney in favor of lead member of consortium

Whereas Rewa Ultra Mega Solar Limited (**RUMSL**) has invited applications from interested parties for the allotment of PHS Site in Madhya Pradesh.

Whereas,, and (collectively the **Consortium**) being Members of the Consortium and having signed a Consortium Agreement dated _____, are interested in submitting a Bid for the allotment of PHS Site in accordance with the terms and conditions of the Request for Proposal (**RFP**) and the other Bid Documents, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,, having our registered office at, and, having our registered office at, (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorise having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium, and any one of us, during the Bid Process, including undertaking all acts required for the submission of the Bid in accordance with the terms and conditions of the RFP.

Additionally, we also authorize the Lead Member to do any other acts or submit any information and documents related to the above Bid submission, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for allotment of PHS Site, including but not limited to signing and submission of all applications, undertakings and other documents and writings, participate in bidders and other conferences, respond to queries, if required.

In the event the Consortium is awarded the PHS Site for developing the PHS project, we authorize the Lead Member to submit information/documents, sign LOPSA and undertakings consequent to acceptance of the Bid of the Consortium in relation to the incorporation of the SPV and generally to represent the Consortium in all its dealings with RUMSL, and/or any other Government Agency or any Person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Site and/or upon award thereof till incorporation of the SPV.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2023

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

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

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

Instructions:

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

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

ANNEX 5

Format for Consortium Agreement

(To be executed on stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this [___] Day of [_____] 2023.

AMONGST

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

AND

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

AND

3. [_____] , with its registered office at [___] (referred to as **Member 3** which expression will, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties namely Member 1 [,] Member 2 [and] [,] Member 3 are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

(A) Rewa Ultra Mega Solar Limited (referred to as **RUMSL** which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited bids (the **Bid**) by its Request for Proposal No. [___] dated [___] (the **RFP**) for selection of bidder(s) for allotment of PHS site in Madhya Pradesh .

(B) The Parties are interested in jointly bidding for the Allotment of PHS Site in Madhya Pradesh as Members of a Consortium and in accordance with the terms and conditions of the Bid Documents.

(C) Terms and Conditions of the RFP stipulates that the Bidders qualifying on the strength of a Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby the Members of the Consortium undertake to be liable for their respective Equity investment commitment for the formation of an SPV and undertake to submit the performance bank guarantees as required as per the provisions of the RFP and Project Agreements, as specified herein.

NOW IT IS HEREBY AGREED as follows:

1. Consortium

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

2. Incorporation of SPV

- 2.1. The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and allotted with PHS Site, it will incorporate a special purpose vehicle (**SPV**) under the Companies Act, 2013 with the relevant counterparty(ies) for performing all its obligations in terms of the development of allotted PHS.

3. Equity Contribution

- 3.1. The percentage of Equity holding of each Member of the Consortium in the Project Company shall be / is as follows:

Percentage of Equity holding

Lead Member*	_____ %
Member (1/2/3)	_____ %
Member (1/2/3)	_____ %
Total	100%

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

**The Members of the Consortium shall subscribe and continue to hold not less than 51% (fifty one percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 3 (three) years from the acceptance of LOPSA for the said PHS Project, provided that the Lead Member shall subscribe and hold not less than 26% (twenty six percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 3 (three) years from the acceptance of LOPSA for the said PHS Project.*

- 3.2. In case of any breach of any of the Equity holding as specified under this Clause 3 by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof as may be determined by Office of Commissioner, NRE.

4. Equity Lock-in

- 4.1. The Parties acknowledge that the Members of the Consortium shall subscribe and continue to hold not less than 51% (fifty one percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 3 (three) years from the acceptance of LOPSA for the said PHS Project, provided that the Lead Member shall subscribe and hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 3 (three) years from the acceptance of LOPSA for the said PHS Project. Further, the Members of the Consortium, as on the date of submission of the Bid, shall not cede control of the Consortium until the expiry of a period of 3 (three) years from the acceptance of LOPSA for the said PHS Project, unless permitted otherwise by Office of Commissioner, NRE.

5. General

- 5.1. Except as specified in the Consortium Agreement, it is agreed that sharing of responsibilities as aforesaid and Equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 5.2. It is further specifically agreed that the financial liability for Equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- 5.3. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and courts at Bhopal alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 5.4. It is hereby agreed that the [Lead Member/ Member 2/Member 3] shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Consortium.
- 5.5. It is hereby agreed that in case of selection of the Consortium as the Selected Bidder, the Parties shall furnish the requisite performance bank guarantees, in favor of the counterparty(ies), as stipulated in this RFP. The Lead Member shall be responsible for
-

ensuring the submission of the requisite performance bank guarantees on behalf of all the Members of the Consortium.

5.6. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Selected Bidder, shall remain valid over the term upto COD of PHS project at allotted PHS Site.

5.7. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members of the Consortium respectively from time to time in response to the RFP for the purposes of the Bid.

5.8. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the allotted PHS Site/ PHS Project as envisaged under the Bid Documents.

5.9. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of RUMSL.

5.10. This Consortium Agreement

- a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
- b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of RUMSL:

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by:	SIGNED, SEALED AND DELIVERED For and on behalf of MEMBER 2 by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
In Presence of:	In Presence of:
1.	1.
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In Presence of: 2.	In Presence of: 2.
(Signature) (Name)	(Signature) (Name)
(Designation) (Address)	(Designation) (Address)

SIGNED, SEALED AND DELIVERED For and on behalf of MEMBER 3 by:
(Signature) (Name) (Designation) (Address)
In Presence of: 1.
(Signature) (Name)
(Designation) (Address)
In Presence of: 2.
(Signature) (Name)
(Designation) (Address)

ANNEX 6

Format for letter of Financial Capacity

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

To,
 Executive Engineer,
 Rewa Ultra Mega Solar Limited,
 Urja Bhawan, Link Road Number 2,
 Sivaji Nagar, Bhopal,
 Madhya Pradesh, India - 462016

Dear Sir,

Sub: Response to RFP No _____ for Allotment of Pumped Hydro Storage Sites in Madhya Pradesh

We certify that the Bidder/ Member of a Consortium _____ [Insert Name of Bidder or Member of the Consortium] has a Net Worth of INR _____ (Indian Rupees _____) during FY 2019-20, FY 2020-21 and FY 2021-22.

Financial Year	Net worth in Rs. Cr.	Submitted supporting document
FY 2019-20		Yes/No
FY 2020-21		Yes/No
FY 2021-22		Yes/No

Delete all Note(s) while submitting the proposal

Note: For the purposes of demonstrating the Financial Capacity, if Bidders provide financial data in any Currency other than Indian Rupee, the Net Worth equivalent in Indian Rupees will be submitted by the Bidder duly signed by Chartered Accountant, considering exchange rate equivalent to bills selling rate (card rate) for the respective currency of the State Bank of India prevailing on the date of closing of the accounts for the relevant Financial Year as certified by the Bidder's banker. If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day must be used.

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

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

Name of Bidder	Name of Company whose Net Worth is to be considered	Relationship with the Bidder (Enter "Self" or "Associate/Affiliate")	Applicable Year	Net Worth of the Bidder/ Associate/Affiliate (in INR Crores)
(1)	(2)	(3)	(4)	(5)
			FY 2019-20	
			FY 2020-21	
			FY 2021-22	

Note – If the Bidder is relying on its own Net Worth only, the Bidder has to fill its own Company name in column (2), "Self" in column (3),
If the Bidder is wholly or partly relying on the financial capacity of its Associate/Affiliate, the column for "Relationship with Bidder" is to be filled as "Associate/Affiliate". Further, documentary evidence to establish the relationship, duly certified by the company secretary/ chartered accountant is required to be attached with the format.

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

Exhibit (ii): Applicable in case of Consortium
(To be filled by each Member of the Consortium separately)
Name of Member: [Insert name of the Member]

Net Worth requirement to be met individually or collectively by the Members of the Consortium, subject to the Lead Member demonstrating at least 51% of the Net Worth required for qualification.

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

Name of Consortium Member	Name of Company whose Net Worth is to be considered	Relationship with Member of the Consortium @	Applicable Year	Net Worth (in INR Crores)
(1)	(2)	(3)	(4)	(5)
Lead Member		Self	FY 2019-20	
		[Associate/Affiliate]	FY 2019-20	
Member 2		Self	FY 2019-20	
		[Associate/Affiliate]	FY 2019-20	
Member 3		Self	FY 2019-20	
		[Associate/Affiliate]	FY 2019-20	
Total across the Lead Member and the Consortium Members				

Name of Consortium Member	Name of Company whose Net Worth is to be considered	Relationship with Member of the Consortium @	Applicable Year	Net Worth (in INR Crores)
(1)	(2)	(3)	(4)	(5)
Lead Member		Self	FY 2020-21	
		[Associate/Affiliate]	FY 2020-21	
Member 2		Self	FY 2020-21	
		[Associate/Affiliate]	FY 2020-21	
Member 3		Self	FY 2020-21	

		[Associate/ Affiliate]	FY 2020-21	
Total across the Lead Member and the Consortium Members				

Name of Consortium Member	Name of Company whose Net Worth is to be considered	Relationship with Member of the Consortium @	Applicable Year	Net Worth (in INR Crores)
(1)	(2)	(3)	(4)	(5)
Lead Member		Self	FY 2021-22	
		[Associate/ Affiliate]	FY 2021-22	
Member 2		Self	FY 2021-22	
		[Associate/ Affiliate]	FY 2021-22	
Member 3		Self	FY 2021-22	
		[Associate/ Affiliate]	FY 2021-22	
Total across the Lead Member and the Consortium Members				

@ If the Member of the Consortium is relying on its own Net Worth only, the Member of the Consortium has to fill its Company name in column (2); "Self" in column (3); Net worth in column (5); and Equity percent in Column 6.

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

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

We are enclosing the certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank and other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of the RFP as under:

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

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

Date:

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

ANNEX 7

Format for letter of Technical Capacity

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

To,
Executive Engineer,
Rewa Ultra Mega Solar Limited,
Urja Bhawan, Link Road Number 2,
Sivaji Nagar, Bhopal,
Madhya Pradesh, India - 462016

Dear Sir,

Sub: Response to RFP No _____ for Allotment of Pumped Hydro Storage Sites in Madhya Pradesh

We certify that the Bidder/ Lead Member of a Consortium _____ [Insert Name of Bidder or Lead Bidder of the Consortium] has executed or executing Power Generation project (Conventional or Renewable) of capacity _____ MW in last 5 years.

Type of Generation Project	Capacity (in MW)	Status of Execution (Commissioned/ Under Commissioning)	COD (in case commissioned) Date of receipt of Work Order (in case of under commissioning)	Submitted supporting document (Yes/No)
Total Capacity	MW			

Yours faithfully,

Dated this [insert date] day of [insert month] 2023

Name and seal of the Bidder

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

ANNEX 8

Format for financial proposal

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

To,
Executive Engineer,
Rewa Ultra Mega Solar Limited,
Urja Bhawan, Link Road Number 2,
Sivaji Nagar, Bhopal,
Madhya Pradesh, India - 462016

Sub: Response to RFP No _____ for Allotment of Pumped Hydro Storage Sites in Madhya Pradesh

Dear Sir,

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

PHS Charges

PHS Site*	PHS Charges (INR)
Preferred Site 1	
Preferred Site 2	
Preferred Site 3	

**Bidder may add more rows to add additional PHS Sites based on requirement.*

^ PHS Charges shall be specified in the same order of preference as mentioned in Annex – 1. Any additional site, which was not mentioned in Annex – 1 but having PHS Charges quoted in this Annex – 8 shall not be considered for allocation.

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

Yours faithfully,

Dated this [insert date] day of [insert month] 2023

Name and seal of the Bidder

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

**DO NOT SUBMIT THIS ANNEX ALONG WITH TECHNICAL PROPOSAL,
OTHERWISE ENTIRE PROPOSAL SHALL BE DISQUALIFIED**

ANNEX 9

Format for revision of PHS Capacity

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

To,
Executive Engineer,
Rewa Ultra Mega Solar Limited,
Urja Bhawan, Link Road Number 2,
Sivaji Nagar, Bhopal,
Madhya Pradesh, India - 462016

Sub: Response to RFP No _____ for Allotment of Pumped Hydro Storage Sites in Madhya Pradesh

With reference to your RFP dated [_____], we have technically assessed the PHS Site(s) and confirm to upward revision of the PHS Capacity. In case we are selected as Successful Bidder, we shall develop the PHS with upward Capacity as indicated in the Table below:

PHS Site*	Capacity mentioned in RFP (in MW)	Capacity upward revised (in MW)	Total Capacity after revision (in MW)
Site 1			
Site 2			
Site 3			

**Bidder may add more rows to add additional PHS Sites based on requirement*

Yours faithfully,

Dated this [insert date] day of [insert month] 2023

Name and seal of the Bidder

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

ANNEX 10

Instructions for submitting tender online

The Bidder 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 Bidder 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) Bidder are required to enrol on the e-Procurement module of the MP Tenders Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link “Online bidder Enrolment” on the MP TENDERS Portal. Cost of Enrolment and renewal is depended on the Government Order (GO) prevailing at that period of time.
- 2) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- 3) Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder may
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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 Bidder 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 Bidder 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 Bidder. Bidder 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) In case of submission of Bid Security in the form of Bank Guarantee or Demand Draft, Bidder shall opt for Bid Security/EMD exemption on MP Tenders portal and upload a scanned copy of the Bank Guarantee/Demand Draft on the MP Tenders portal, while submitting the technical bid. Non-submission of Bank Guarantee/Demand Draft on the MP Tenders portal may result in rejection of the Bid.
- 5) Bidders 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 Bidder. Bidders 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.
- 6) The server time (which is displayed on the Bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidder, opening of bids etc. The Bidder should follow this time during bid submission.
- 7) All the documents being submitted by the Bidder 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.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. 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.
- 10) 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 BIDDER

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

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