



**Madhya Pradesh Skills Development Project,  
Government of Madhya Pradesh**

**Invites**

**Request for Proposal (RfP)**

**For**

**Selection of Bidders**

**For**

**Design, Engineering, Supply, Installation, Testing and  
Commissioning of ~ 3.6 MWp Grid Interactive Roof Top Solar PV  
Systems for Sale of Solar Power under RESCO Model with Zero  
Export arrangement at selected institutes in the State of Madhya  
Pradesh (Global Skills Park, IIT Indore and MANIT Bhopal)**

**RfP No.: MPSDP/2023-24/001 Date: 05-10-2023**

**Issued by: -**

**Madhya Pradesh Skills Development Project**

SSR Global Skills Park-City Campus, ITI Govindpura Campus, Raisen  
Road, Bhopal-462023,

Email : [dtemp@nic.in](mailto:dtemp@nic.in)

Website: <https://mpsdp.mp.gov.in/>

**Contents**

Notice Inviting Tender (NIT) ..... 3

A. BID INFORMATION SHEET ..... 6

B. DEFINITIONS & ABBREVIATIONS ..... 7

C. INTERPRETATIONS..... 10

SECTION-I: INTRODUCTION ..... 11

SECTION-II: BID DETAILS..... 12

SECTION-III: INSTRUCTIONS TO THE BIDDER ..... 13

SECTION IV: BID EVALUATION..... 25

SECTION V: SCOPE OF WORK..... 29

SECTION VI: CHECKLIST..... 30

SECTION VII: FINANCIAL BID ..... 31

SECTION VIII: FORMATS FOR SUBMITTING RFP ..... 32

    FORMAT 1: COVERING LETTER..... 32

    FORMAT 2: GENERAL PARTICULARS OF THE BIDDER ..... 35

    FORMAT 3: SHAREHOLDING CERTIFICATE FOR COMPANY / PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM ..... 36

    FORMAT 4: FORMAT FOR BANK GUARANTEE FOR BID SECURITY ..... 37

    FORMAT 5: CHECK LIST FOR C-PBG ..... 39

    FORMAT 6: POWER OF ATTORNEY ..... 40

    FORMAT7: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT ..... 42

    FORMAT 8: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER ..... 44

    FORMAT 9: UNDERTAKING FORM..... 45

    FORMAT 10: LETTER INVITING CONSENT FOR AGREEMENT ..... 47

    FORMAT 11: FORMAT FOR CONSORTIUM AGREEMENT ..... 49

    FORMAT 12: DECLARATION FOR NUMBER OF PROJECTS FOR WHICH THE BID IS PLACED ..... 52

    FORMAT 13: DECLARATION ..... 53

    FORMAT 14: FORMAT OF LETTER TO MPSDP BY SELECTED BIDDER FOR GETTING PROJECTS THE BIDDER WISHES TO TAKE ..... 54

ANNEXURE-IV: POWER PURCHASE AGREEMENT..... 55

ANNEXURE-V: LIST OF RESCO SITES WITH THEIR PROJECT CAPACITIES..... 55

**Notice Inviting Tender (NIT)**

NIT no.: MPSDP/2023-24/001, Dated: 05.10.2023

**Mode of bidding:** Open bidding, Single stage two envelope, E-bidding

Madhya Pradesh Skills Development Project, Government of Madhya Pradesh (MPSDP, GoMP) invites Bids through this Request for Proposal (RFP) for Selection of Bidders for Implementation of more than 3.6 MWp of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model with Zero Export arrangement for selected Institutions located in the state of Madhya Pradesh

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of NIT on E-procurement Website and MPSDP Website	05.10.2023
2.	Due date of pre bid query submission	30.10.2023, Time: 5:00 PM
3.	Date and time of Pre-bid Meeting through virtual mode via Google Meet Link: <a href="https://meet.google.com/mbi-jgmj-sxq">https://meet.google.com/mbi-jgmj-sxq</a>	10.11.2023, Time: 11.30 AM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid	28.11.2023, Time: 5:00 PM
5.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only	29.11.2023, Time: 1:30 PM
6.	Due date and time for the opening of Technical Bid for both online copies and hard copies, except Price Bid	30.11.2023, Time: 3:30 PM
7.	Due date and time for the opening of online Price Bid, applicable only for the Bidders whose Technical Bids shall be responsive	To be intimated later

The NIT providing requisite details about the bidding process shall be made available on the E-procurement Website (<https://mptenders.gov.in/>) on or before the due date mentioned above.

In addition, the NIT shall be provided on the MPSDP Website (<https://mpsdp.mp.gov.in/>) for viewing purposes only. The Bidders may write to us at the email id [mpsristi2023@gmail.com](mailto:mpsristi2023@gmail.com), at any time during the office hours for any additional information.

For any type of clarification, Bidders can visit <https://mptenders.gov.in/> and can call at 24\*7 help desk contact no.0120-4001 002/005 which is also mentioned in the website. Bidder can also send email to "support-eproc@nic.in".

For the implementation of the above-mentioned work, Bidder should submit their bid proposal, along with non-refundable Tender Fee and all requisite documents complete in all respects, on or before 29.11.2023 upto 1:30 pm in the office of MSDSP in the prescribed format.

Bid proposals received without the prescribed Tender Fee and Bid Security/EMD will be rejected. Technical Bid will be opened on 30.11.2023 at 3:30 pm in the presence of authorized representatives of Bidders who wish to be present.

In the event of any date indicated above being a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

## RfP for Installation of Solar Rooftop Projects

---

Bid documents, which include eligibility criteria, technical specifications, various conditions of Agreement, formats, etc., can be viewed from MPSPD's website <https://mpsdp.mp.gov.in/> and can be downloaded from <https://www.mptenders.gov.in/> for online submission.

**Note:** MPSPD reserves all the right to annul the bidding process and invite fresh Bids without liability or obligation for such invitation and without assigning any reasons.

-Sd-

Project Director

Madhya Pradesh Skills Development Project (MPSPD)

**DISCLAIMER**

1. Though adequate care has been taken while preparing the RFP document (inclusive of Formats and Annexures), the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder on or before the pre-bid meeting date, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in conjunction with PPA (Part of RFP in the form of Annexure).
2. MPSDP, GOMP reserves the right to modify, amend or supplement RFP documents, including all formats and annexure, at any time before the Bid submission date. Interested Bidders are advised to follow and keep track of MPSDP, GOMP's website for updated information. MPSDP, GOMP is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. MPSDP, GOMP shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither MPSDP, GOMP nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

**A. BID INFORMATION SHEET**

<b>Document Description</b>	<b>Request for Proposal (RFP) for Selection of Bidders for Implementation of more than 3.6 MWp of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model with Zero Export arrangement for selected Institutions located in the state of Madhya Pradesh (Global Skills Park, IIT Indore and MANIT Bhopal)</b>
<b>RFP No. &amp; Date</b>	RFP No: MPSDP/2023-24/001 Dated: 05.10.2023
<b>Broad Scope</b>	Design, Engineering, Finance, Supply, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance (for twenty five (25) Operational Years of Grid Interactive Roof Top Solar PV Projects for Sale of Solar Power aggregating to capacity of more than 3.6 MWp under RESCO Model with Zero Export arrangement for selected Institutions located in the state of Madhya Pradesh (Global Skills Park, IIT Indore and MANIT Bhopal)
<b>Last date &amp; Time of Submission of Bid submission (ONLINE only)</b>	28.11.2023, Time: 5:00 PM
<b>Last date &amp; Time of Submission of Technical bid (HARD copies)</b>	29.11.2023, Time: 1:30 PM
<b>Bid Opening (Technical)</b>	30.11.2023, Time: 3:30 PM
<b>Bid Opening L1 (Financial)</b>	To be intimated later (For any modification in Date and time for Financial Bid opening shall be updated on our website. Bidders are advised to keep tracking of the same).
<b>e-Reverse Auction (e-RA)</b>	Will be informed to Qualified bidders. (Date and time of e-RA shall be intimated through e-mail.
<b>Tender Fees (non- refundable)</b>	Bidder shall pay Tender Fees of Rupees 50,000/-(Rupees Fifty Thousand only) through online mode (Net Banking/NEFT/RTGS) at <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a> By paying this fee, a Bidder shall be eligible to Bid under this RFP.  Additionally, Bidder shall pay E-tendering fees of requisite amount to the hosting agency.  No exemption towards Tender Fees or E-tendering fees is allowed to any type of organization/ agency, including MSME or any Govt./ semi-Govt./ PSU.
<b>Bid Security /EMD</b>	Interested Bidder shall furnish the Bid Security/EMD of the required amount as defined under clause 3.12. Bid Security/EMD to be submitted by the Bidder(s) of RFP document, through online mode (Net Banking/NEFT/RTGS) at <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a> or bank guarantee as per prescribed FORMAT 4.  No exemption towards Bid Security/EMD is allowed to any type of organization/ agency, including MSME or any Govt./ semi Govt./ PSU.
<b>Construction -Performance Bank Guarantee ("C-PBG")</b>	Successful Bidder shall be required to furnish a Construction- Performance Bank Guarantee ("C-PBG") as per the provisions of Article 3 of the PPA.

**B. DEFINITIONS & ABBREVIATIONS**

In this “Bid / RFP Document” the following words and expression will have the meaning as herein defined where the context so admits:

1. **“Addendum or Addenda”** means addendum or addenda of this RfP
2. **“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly
  - i. controls, or
  - ii. is controlled by, or
  - iii. is under common control witha Bidder or Member of a Consortium. Any bank or financial institution shall not be considered as Affiliate.
3. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
4. **“Bid”** shall mean the Technical and Financial proposal submitted by the Bidder, along with all documents/credentials/attachment’s annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
5. **“Bidder(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
6. **“Bidding Consortium or Consortium”** shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid, in response to RFP for the project.
7. **“Bid Deadline”** shall mean the last date and time for submission of online Bid in response to this RFP as specified in Bid Information Sheet.
8. **“Bid Security”** shall mean Bid Security to be submitted by the Bidder along with the Bid as per clause 3.12;
9. **“CEA”** shall mean Central Electricity Authority;
10. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949. Register with the Institute of Chartered Accountants of India (ICAI) having Unique Document Identification Number (UDIN).
11. **“Competent Authority”** shall mean Project Director, Madhya Pradesh Skills Development Project, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
12. **“Commissioning”** shall mean demonstration of successful operation of the Grid Interactive Project or part thereof, in accordance with prevailing regulations and as per SCHEDULE-I ‘ Scope of Work’ of PPA, by the Power Producer;
13. **“Commercial Operation Date” or “COD”** shall mean the day when full PPA Capacity of the Project shall be commissioned;
14. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
15. **“Comprehensive Operation and Maintenance” or “Comprehensive O&M”** shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the PPA;
16. **“Control”** shall mean with respect to any **Entity means more than 50% ownership**, directly or indirectly, of such Person or the power to direct the management and policies of such Person by

operation of law, contract or otherwise.

17. **“Data Room”** shall mean a web link available to access the google drive, which contain Package wise information of all the proposed projects in the RfP.
18. **“Day(s)”** shall mean a 24 (twenty-four) hour period beginning at 00:00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
19. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in clause no. 3.2 of the RFP;
20. **“Expiry Period”** shall mean the 25th anniversary of the SCOD of the Project;
21. **“Financial Bid”** shall mean online financial Bid, containing the Bidder’s quoted First Year Tariff as per format given in RFP;
22. **“First Operational Year”** shall mean the period commencing from the Initial Part Commissioning and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD of PPA Capacity;
23. **“Institute”** shall refer to the institutes listed under Annexure V. It is clarified that Grid Interactive Rooftop Solar Project installed as each institute shall be classified as separate project.
24. **“IEC”** shall mean specifications of International Electrotechnical Commission;
25. **“Initial Part Commissioning”** shall mean the commissioning of first part capacity of PPA Capacity by Power Producer, and shall mean COD if the entire project is commissioned together;
26. **“Inspecting Authority”** shall mean the authority designated by the competent authority for the said purpose;
27. **“kWp”** shall mean KiloWatt Peak;
28. **“kWh”** shall mean KiloWatt Hour;
29. **“LICA”** shall mean Letter Inviting Consent for Agreement to be issued by the MPSDP, GoMP to the Successful Bidder as prescribed in FORMAT 10: LETTER INVITING CONSENT FOR AGREEMENT of the RfP.
30. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
31. **“Month(s)”** shall mean a calendar month as per the Gregorian calendar;
32. **“MPSDP, GoMP,”** shall mean The Project Director, Madhya Pradesh Skills Development Project, Directorate of Skill Development, Government of Madhya Pradesh
33. **“MWp”** shall mean Mega Watt Peak;
34. **“Operational Year(s)”** is the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA. It is pertinent that the last Operational Year would get shortened or extended by the period by which Commissioning of Project got delayed from the SCOD or was commissioned prior to the SCOD;
35. **“Part Commissioning”** shall mean the Commissioning of capacity lower than the PPA capacity for the purpose of receiving the Commissioning certificate for part capacity;
36. **“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Company Act, 2013.
37. **“Power Producer”** shall mean anyone who has accepted the LICA and then enters into a PPA with the Procurer for supply of solar power and has legal ownership of all the equipment of the Project. After Expiry Date of the PPA, the ownership of Project will be transferred to the Procurer as provided in the PPA;
38. **“Power Purchase Agreement or PPA”** shall mean the Power Purchase Agreement to be executed



between Power Producer and the Procurer. The prescribed format for execution of PPA is attached as Annexure-III to this RFP;

39. **“PPA Capacity”** shall mean the capacity as confirmed by MPSPD, GoMP for implementation of grid interactive roof top solar PV Projects for sale of solar power to Procurer,
40. **“Premise”** shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area, which is part of the Procurer establishment.
41. **“Procurer(s)”** shall mean the person or company or organization procuring solar power from the Power Producer at competitively determined tariff under the RFP and the PPA;
42. **“Project(s)”** shall mean the Grid Interactive Solar PV Project(s);
43. **“Project Capacity”** means the capacity of the Projects as mentioned in Data Room of this RfP.
44. **“Project Company”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with the clause 3.11
45. **“Prudent Utility Practices”** shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law;
46. **“Qualified Bidder(s)”** shall mean, a bidder who is qualified as per the Eligibility requirement pursuant to this RfP and shall be called for e-Reverse Auction process;
47. **“RESCO”** shall mean a person or an entity, which is in the business of supplying power generated through Project installed in the Premise of the Procurer on mutually agreed terms;
48. **“RESCO Model”** shall mean where the Bidders intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of solar power as per RFP;
49. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it.
50. **“Scheduled Commercial Operation Date” or “SCOD”** shall mean nine (9) months from the PPA Effective Date as defined in PPA; including the extensions, if any, granted as per the provisions of the PPA;
51. **“SERC”** shall mean State Electricity Regulatory Commission;
52. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law
53. **Selected Bidder”** shall mean those Qualified Bidders who has agreed to match the rate quoted by L1 Bidder pursuant to clause 3.4.6.3 of the RfP;
54. **“Successful Bidder”** shall mean the Bidder(s) selected by MPSPD, GoMP pursuant to this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom LICA has been issued.
55. **“Term of PPA”** shall mean the period from the Effective Date until the Expiry Date.
56. **“Year”** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days.

**C. INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall, save as otherwise provided in any agreement or document, be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

## **SECTION-I: INTRODUCTION**

### **1. INTRODUCTION:**

Request for Proposal for Selection of Power Producer for Implementation of more than 3.6 MWp of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model for the Institutions located in the state of Madhya Pradesh.

The Bidder is advised to carefully read all instructions and conditions of this RFP and completely understand the scope of work. All information and documents required as per the RFP must be furnished with the bid. MPSDP, GoMP reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All bidders qualifying the technical stage shall be treated at par. Financial Bids of only the Bidders qualifying at technical stage shall be opened.

Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works Power Producer shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFP and PPA conditions.

**SECTION-II: BID DETAILS****2. BID DETAILS:**

- 2.1. The bidding process is for 3.6 MWp capacity of Projects for Implementation of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model with Zero Export arrangement for the Institutions located in the state of Madhya Pradesh. Bidders are advised to note that the Grid connected projects shall be installed in line with the applicable regulations and policies of the states and may be installed as Grid interactive systems for consumption within premises with no export of power in line with the solar policy of Madhya Pradesh.
- 2.2. Bidder shall be required to Bid for the Projects as provided in the Data Room. Bidder can bid for a single or multiple projects. Projects shall be allocated through e-bidding followed by e-reverse auction process under this RfP. A bidder can bid Projects, subject to fulfilment of Eligibility Criteria as mentioned in Clause 3.2. The Bidders are advised to understand and satisfy themselves with regard to the details provided about the various Projects in the Data Room.
- 2.3. The methodology for allocation of Projects is elaborated in Section-IV of RfP.
- 2.4. Power Producers have a liberty to choose among Indian make or foreign make modules registered under the Approved list of modules and manufacturers (ALMM) of MNRE time to time.

**A Data Room has been created which contains site wise location details, software based rooftop solar feasibility survey details, past electricity bills etc for such sites. The access to data room will be provided to bidders who pay/have already paid the Tender Fees.**

**2.5. Key Dates**

S. No.	Bid Process Stage	Date	Time (Hrs.)
1.	Purchase of RFP Start Date	06.10.2023	1800
2.	Online Bid Submission Start Date	15.11.2023,	1700
3.	Online Bid Submission End Date	28.11.2023	1700
4.	Mandatory Submission Hard Copy of Bid (except Financial Bid)	29.11.2023	1330
5.	Technical Bid & Bid Security Opening Date	30.11.2023	1530
6.	Financial Bid Opening Date (L1 Rate)	To be intimated later	
7.	E-Reverse Auction Date*	To be intimated later	

\*Date & time of e-Reverse Auction will be informed to qualified bidders through email.

### SECTION-III: INSTRUCTIONS TO THE BIDDER

#### 3.1 INSTRUCTIONS TO THE BIDDER:

- 3.1.1 Bidders are required to bid for all of the projects listed in Data Room by paying the Tender Fees once at <https://www.mptenders.gov.in/>. Bidder who pays the Tender Fees will be eligible to view documents uploaded in the Data Room. Data room is published in shared folder on Google Drive. To gain access to this shared folder, bidders shall send email to [mpsristi2023@gmail.com](mailto:mpsristi2023@gmail.com) from their company's official e-mail account / gmail address, along with proof of payment of Bid Tender Fees (₹ 50,000/- ) to MPSPDP, GoMP.
- 3.1.2 Bidders shall meet the Eligibility Criteria. In case of consortium, Lead Member must independently meet the Eligibility Criteria. Consortium of maximum of three (3) companies is allowed under RFP. Consortium may comprise of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination thereof.
- 3.1.3 Further, Bidder must note that, for evaluation of qualification against Financial Eligibility Criteria, the following conditions shall be applicable:
- a) Bidder shall establish net worth as required under this RFP.
  - b) In-case Bidder/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then relationship between the Affiliate and the Bidder shall continue for the period of the First Operational Year. Further, Affiliate of Bidder and member of Consortium shall furnish information as sought in FORMAT 8 and FORMAT 11.
- 3.1.4 Bidder should not have a conflict of interest. Bidder(s) shall be disqualified where it has conflict of interest. The Bidder may be considered to have conflict of interest with one or more parties in this bidding process if:
- a) A Bidder or an Affiliate of such Bidder submit more than one Bid in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium, or
  - b) Bidder is also a constituent of another Bidder; or
  - c) A Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof,  
provided that this disqualification shall not apply if 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
  - d) such Bidder or its 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 Affiliate; or
  - e) such Bidder, or its Affiliate has a relationship with another Bidder, or such other Bidder's 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
  - f) such Bidder, or its Associate/Affiliate has participated as a consultant to State MPSPDP, GoMP in the preparation of any documents, design or technical specifications of the RESCO project.
  - g) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of MPSPDP, GoMP regarding this bidding process.
- 3.1.5 MPSPDP, GoMP have rights to annul/cancel the Bid of Bidders who are related to any employee

of the MPSPDP, GoMP or who are taking any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with MPSPDP, GoMP during preparation of RFP and PPA.

### 3.1.6 Instruction to Bidders on E-Tendering

- a) For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://www.mptenders.gov.in/>. Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest.
- b) Tender documents can be downloaded from website <https://www.mptenders.gov.in/> free of cost. Bidders need to submit the Tender Fees at the time of online submission of the bid.
- c) Service and gateway charges shall be borne by the Bidders.
- d) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E-Procurement system (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra, etc).
- e) For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://www.mptenders.gov.in/>. Please note that it may take upto 3 to 5 working Days for issue of Digital Signature Certificate. MPSPDP will not be responsible for delay in issue of Digital Signature Certificate.
- f) The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
- g) If Bidder is participating for the first time in e-tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- h) Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
- i) Bidder must positively complete online e-tendering procedure at <https://www.mptenders.gov.in/>.
- j) Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- k) Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
- l) After the final submission, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.

The Bidders shall have to submit their Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 2.5. Technical bid containing original (downloaded) RFP, relevant document/ certificates etc. duly sealed and signed and Bid Security/EMD should reach to the office undersigned by the Key Dates.

For any type of clarification, Bidders can visit <https://mptenders.gov.in/> and can call at 24\*7 help desk contact no.0120-4001 002/005 which is also mentioned in the website. Bidder can also send email to "support-eproc@nic.in".

### 3.2 ELIGIBILITY CRITERIA

### 3.2.1 GENERAL

The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with FORMAT 2.

Bidder or any member of consortium having been blacklisted by MPSDP or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.

Bidder or consortium shall be ineligible for participation in this RFP in following cases:

- i. If Bidder or any member of consortium has not performed satisfactorily in the Work Order(s) of any department or agency under Government of Madhya Pradesh, leading to cancellation of Work Order(s) of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.
- ii. If Bidder or any member of consortium is involved in litigation or arbitration with MPSDP, GoMP arising out of work completed or under execution by it, of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.

### 3.2.1 FINANCIAL ELIGIBILITY CRITERIA:

The Bidder should have minimum Net worth of INR three (3) crore, subject to provisions of clause 3.1.3. For determination of financial eligibility Projects and the Net Worth required is INR three (3) crore. In case of Consortium, Net worth has to be fulfilled by the Lead member alone.

- a) The Computation of Net worth shall be based on latest unconsolidated audited annual accounts but not older than two (2) Years. The formula of calculation of net-worth shall be as per Companies Act 2013.
- b) In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net-worth shall be equal to Partners' Capital in case of a Partnership Firm/ Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves). The net worth shown should not be older than one year from the bid submission date.

#### Note:-

- i. All requisite documents, such as balance sheet, P&L account, schedules, etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder's claim for meeting the financial eligibility criteria shall require to be submitted.
- ii. It is essential to submit financial eligibility criteria requirement and undertaking form as attached in FORMAT 9: UNDERTAKING FORM of this RFP document.
  - a) For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements, provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts.
  - b) Bidder shall furnish documentary evidence as per the FORMAT 8: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER, duly certified by Authorized Signatory and the Statutory Auditor / Practicing

Chartered Accountant of the Bidder in support of their financial capability.

- c) Bidder can use the financial strength of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
- d) In case of Consortium, Financial Eligibility Criteria has to be met individually by Lead Member and/or its Affiliate.
- e) FORMAT 12: Declaration for no. of Projects for which the bid is placed
- f) Bidders shall have to give a declaration to the effect that they fulfil the terms and conditions of eligibility as per FORMAT 13.
- g) If the declaration to above effect is found to be false, the eligibility would be considered null and void.

### **3.3 CHECK-LIST:**

To ensure that the online and hard copy submission of RFP is complete in all respects, checklists for Envelope- I and Envelope- II are required to be duly tick marked/filled for the enclosures which are attached with the RFP document. The main envelope should only contain Envelope-I and Envelop-II in sealed condition. The requisite documents required are indicated in the checklists. It is essential for the Bidders to submit checklists duly sealed and signed with its corresponding envelope. However, this Checklist is indicative, and Bidder shall be responsible for meeting all information requirement as per provisions of this RFP.

### **3.4 INCORPORATION OF A PROJECT COMPANY:**

- 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 LICA. 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% (0.51) 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 after one (1) Operational Year shall be permissible. However, Power Producer should inform MPSPDP, GoMP in writing within 30 Days of change in ownership.

### **3.5 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, MPDSP, GoMP 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 MPDSP, GoMP 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 3.7 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 MPSPDP, GoMP and 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 MPSPDP, GoMP. 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 6: POWER OF ATTORNEY, authorizing the signatory of the Bid.

### **3.6 CLARIFICATIONS AND PRE-BID MEETING:**

- a) The Bidder may seek clarifications or request amendments to RFP in writing, through a letter or by fax (and also soft copy by e-mail) to reach MPSPDP, GoMP at the address, date and time mentioned in Bid Information Sheet.
- b) The Bidder(s) or their authorized representative(s) is /are invited to attend 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 MPSPDP, GoMP.
- 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) MPSPDP, GoMP is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

### **3.7 BID DOCUMENTS:**

BID FORMATS: The Bid in response to this RFP shall be submitted by the Bidder in the manner provided in the RFP. The Bid shall comprise of the following:

- a) **ENVELOPE- I (COVERING LETTER, TENDER FEE AND BID SECURITY ):** The following documents are to be submitted in physical (hard copy):
  - Covering Letter as per prescribed FORMAT 1.

- Tender Fees
- Bid Security/EMD of required value as mentioned in Clause 3.12, FORMAT 4, if applicable;

b) **ENVELOP- II TECHNICAL DOCUMENTS:** The following documents are to be submitted in physical (hard copy):

- Original power of attorney (on the stamp value of Rs.1000/-, as per FORMAT) 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).
- General particulars of Bidder as per FORMAT 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- Bidder's composition and ownership structure as per prescribed FORMAT 3 as 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).
- FORMAT 7: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT for meeting Financial Eligibility Requirements along with all supporting documents.
- FORMAT 8: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER if applicable, supported by Board Resolution of the Affiliate.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per FORMAT 9: UNDERTAKING FORM as applicable.
- FORMAT 11 for Consortium Agreement, if applicable.
- FORMAT 12: Declaration for no. of Projects for which the bid is placed.
- FORMAT 13: Declaration for submission of Bid.
- Signed and stamped Copy of RFP including amendments & clarifications by authorised signatory of Company on each page.
- Signed and stamped copy of minutes of pre-bid meeting

### 3.8 METHOD OF BID SUBMISSION

a) Bidders are required to submit technical bid, along with all relevant documents as detailed in Clause 3.5 and 3.6 above, in respective envelopes sealed under a single cover envelope. They shall be submitted in physical form on or before the Bid Deadline:-

Envelope-I (Covering letter, Tender fee and Bid Security/EMD)

Envelope-II (Financial eligibility documents, Number of Projects bid)

b) Additionally, the Bidders shall be required to submit scanned copies of following documents online:

(i) Bid Security /EMD;

(ii) Tender Fee;

c) Financial Bid shall be submitted only through online mode with due encryption.

d) Net-Worth of the Bidder shall be evaluated for the capacity for which they have placed the bid. If the Bidder's net-worth is not sufficient to meet the financial criteria requirement, the bid shall be cancelled.

The Bidder has the option of sending technical bid (Envelope I & Envelope II) either by registered post or by speed post or by hand delivery, to reach MPSPDP, GoMP by the Bid Deadline. MPSPDP, GoMP shall not be responsible for any delay in receipt of the technical bid (Envelope I & Envelope II). It should be noted that except online Financial Bid, no other envelope/ document should contain any information/document relating to Financial Bid. MPSPDP, GoMP shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

All pages of the Bid, except for the Bid Security/EMD, 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. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder.

### **3.9 BID DEADLINE:**

The Bidder should submit the online Bid on or before the time schedule mentioned in Bid Information Sheet as provided in Page no. 5 of the RfP.

### **3.10 VALIDITY OF BID:**

The bid shall remain valid for a period of one hundred and eighty (180) Days from the date of online Bid submission. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter Inviting Consent for Agreement ("LICA"), MPSPDP, GoMP shall forfeit the Bid Security/EMD furnished by the Bidder. The date of issuance of LICA shall be intimated by the MPSPDP, GoMP to the Successful Bidder. In exceptional circumstances when LICA is not issued, the MPSPDP, GoMP may solicit the Bidder's consent to an extension of the period of Bid Validity Period. In such circumstances, the Bid Security/EMD provided shall also be suitably extended.

### **3.11 COST OF BIDDING:**

The Bidder shall bear all the costs associated with the preparation and submission of his offer. MPSPDP, GoMP, 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 MPSPDP, GoMP may elect to modify/withdraw the invitation of Bid.

### **3.12 BID SECURITY/EMD:**

- 3.12.1 The Bidder shall furnish the interest free Bid Security / EMD of an amount of Rs Forty-Two (42) Lakhs.

The Bid Security/EMD shall be submitted online through net-banking/NEFT/RTGS at <https://mptenders.gov.in/>

OR

Bank guarantee as per prescribed format (FORMAT 4).

- 3.12.2 Desired Bid Security/EMD shall be furnished by every Bidder including MSMEs or any Govt./ semi Govt./ PSU organizations/ agencies. The initial validity of Bid Security /EMD shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder on the advice of MPSPDP, GOMP, if required, at any time either before bid process is concluded or during Rate Validity Period of Agreement.

- 3.12.3 Bid Security/EMD shall be returned to all other Bidders except Successful Bidder, within fifteen

(15)Days from date of submission of C-PBG by the Successful Bidders or within three (3) Months of opening of Financial Bid result, whichever is earlier.

3.12.4 The bid security/EMD for the successful bidder will be returned after submission of C-PBG.

The Bid Security/EMD shall be denominated in Indian Rupees and:

- a) Bid Security/EMD should be confirmed for payment to MPSPDP, GOMP by respective banks.
- b) Bid Security/EMD shall be submitted in its original form only. Any duplicate copies will not be accepted.

3.12.5 The Bid Security/EMD shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to MPSPDP, GOMP under following circumstances:

- a) If a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity Period specified in the RFP document.
- b) If Successful Bidder fails to fulfil its Conditions Precedent as specified in Article 3 of the PPA.

### **3.13 OPENING OF BID:**

Technical bid (Envelope I and Envelope II) of the Bidder shall be opened at the time mentioned in Key Dates at the venue indicated in this RFP, in the presence of one representative from each of the Bidder who wish to be present.

Name of the Bidder and Bid Security/EMD shall be read out to all the Bidders at the time of opening of Envelope-I.

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

This RFP may be withdrawn or cancelled by the MPSPDP, GOMP at any time without assigning any reasons thereof. The MPSPDP, GOMP further reserves the right, at its complete discretion, to reject any or all the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

The MPSPDP, GOMP 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 MPSPDP, GOMP shall have no liability towards any Bidder and no Bidder shall have any recourse to the MPSPDP, GOMP with respect to the selection process.

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, MPSPDP, GOMP 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 MPSPDP, GOMP may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope – I, as per Section VI shall be ensured, failure on this account may lead to rejection of Bid.

MPSPDP, GOMP 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 MPSPDP, GOMP will be full and final.

### **3.15 ZERO DEVIATION:**

This is a **zero-deviation** bidding process. 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.

### **3.16 EXAMINATION OF BID DOCUMENT:**

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.

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.

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 MPSDP, GOMP and shall invite rejection of such Bid(s).

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.

The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty five (25) Operational Years.

### **3.17 CHANGE IN LAW**

"Change in Law" means the occurrence of any of the following events after the Bid Submission Date resulting into any additional recurring/ non-recurring expenditure by the Power Producer or any income to the Power Producer:

- a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- b) change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- c) the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- d) change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the Power Producer, which results in any change in any cost of or revenue from the business of selling electricity by the Power Producer to Procurer under the terms of this PPA;
- e) a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the Power Producer;
- f) any change on account of electricity regulatory measures by the Appropriate Commission/ Authority;
- g) any change in taxes, duties and cess or introduction of any taxes, duties and cess made

applicable for generation and sale/ supply of power by Power Producer as per the terms of this PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer, or (ii) change in income taxes applicable for the Power Producer

### **3.18 TAXES AND DUTIES:**

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 payable shall be payable by the Power Producer. It is clarified that Electricity Duty payable under Madhya Pradesh Vidyut Shulk Adhinyam, 2012 or its successor, would be paid by the Procurer. However, if any new change in tax/duty and cess is affected in the period after the Financial Bid Submission Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer as determined by the Competent Authority.

### **3.19 IMPACT OF CHANGE IN LAW:**

Any impact due to a 'Change in Law' event for the duration from Bid Deadline till the Execution Date shall be evaluated by MPSDP, GoMP in consultation with Procurer. Any change in tariff due to such event will be determined based on the formula as prescribed under the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021, notified by Ministry of Power.

### **3.20 PROGRESS REPORT:**

Power Producer shall have to commission the Project within nine (9) Months from the Effective Date of PPA. The Power Producer shall submit monthly progress report to MPSDP, GOMP along with the Institute, in prescribed proforma to be designed in discussion with Power Producer, for the period from signing of PPA to COD. MPSDP, GOMP will have the right to depute his/their representatives to ascertain the progress at the premises of work of the Power Producer.

### **3.21 APPLICABLE LAW:**

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

### **3.22 SETTLEMENT OF DISPUTE:**

If any dispute of any kind whatsoever arises between MPSDP, GOMP and the Power Producer / Successful Bidder 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.

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 Madhyastham Adhikaran Adhinyam, 1983". The decision of MP Madhyastha Adhikaran Adhinyam 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.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

Cost of arbitration shall be borne as per the award of the arbitration.

### **3.23 LANGUAGE:**

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 MPSDP, GOMP and the Bidder shall be in Hindi/ English language.

**3.24 AMENDMENT:**

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

**3.25 SEVERABILITY:**

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.

**3.26 PRICE PREFERENCE:**

There is no relaxation in terms of any conditions of the RFP or Tender Fees or Bid Security/EMD or C-PBG or BG for any private company or State or Central company/agency.

**3.27 TAX EXEMPTIONS:**

MPSDP, GOMP will extend possible cooperation to Power Producer in availing any tax exemptions. However, the responsibility of availing any such exemptions, if any, would rest with the Power Producer.

**3.28 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 MPSDP, GOMP:

- I. 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
    - a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a MPSDP, GOMP’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**

- b) acts intended to materially impede the exercise of the MPSDP, GOMP's inspection and audit rights.
- II. 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;
- III. 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
- IV. 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 MPSDP, GOMP 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 MPSDP, GOMP.

### **3.29 DEBARRED FROM PARTICIPATING IN GOMP'S TENDER**

MPSDP, GOMP 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 GOMP's any future tender/ RFP for a period as decided by the competent authority of , GOMP.



## SECTION IV: BID EVALUATION

### 4 BID EVALUATION:

#### 4.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING FOUR STEPS:

- a) Step I-Responsiveness check of Technical Bid and Evaluation of Bidder' fulfilment of Eligibility Criteria described in Section-I
- b) Step II-Disclosure of L1 rate
- c) Step-III- E-Reverse Auction among the selected bidders
- d) Step-IV-Selection of Successful Bidder(s) matching the L1 rate

#### 4.1.1. RESPONSIVENESS CHECK OF TECHNICAL BID:

The Technical Bid submitted by Bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered "Non-responsive" and liable to be rejected, at the sole discretion of MPSDP, GOMP, subject to sufficient justification:

- a) Bid not submitted in prescribed envelop format.
- b) Bid that are incomplete, i.e. not accompanied by any of the applicable formats;
- c) Bid not accompanied by contents of Envelope – I as mentioned in Section VI (1).
- 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.

#### 4.1.2. QUALIFIED BIDDER SELECTION

- 4.1.1. Bid qualifying in as per Eligibility Criteria shall only be evaluated in this stage.
- 4.1.2. Bidders who don't meet the Net-Worth criteria would be rejected and their online financial bid would not be opened. Others would be termed as Qualified Bidders.
- 4.1.3. All Bidder qualifying Eligibility Criteria shall be placed as equal.
- 4.1.4. Qualified Bidder shall quote a single levelised tariff per kWh ("Quoted Tariff") in the Financial Bid for each of the Project separately, as per the format specified in Section VII. The Quoted Tariff shall be in (Rupees/unit) up to three (3) decimal place.

#### 4.2. DISCLOSURE OF LOWEST TARIFF

- 4.2.1. The financial bid of the Qualified L1 Bidder shall be opened on <https://www.mptenders.gov.in/> Portal without disclosing the name of Bidder and quantity of Projects. Also, other bidders' identity, bid rates, and bid quantity would not be revealed.

4.2.2. NIC portal will automatically intimate through mail to all those bidders whose financial bid was opened.

4.2.3. The e-RA will start from the L1 rate discovered from the financial Bid.

**4.3. E-REVERSE AUCTION:**

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 <https://www.mptenders.gov.in/>
- b. The User ID and password for online reverse auction shall be same as used in online bidding process/provided at the time of bidder registration.
- c. Reverse Auction shall be carried out only amongst the technically qualified bidders.

**General Procedure of Reverse Auction**

- i. Reverse auction will start automatically at 11 AM of the next day of the financial bid opening from the L1 price.
- ii. Minimum duration of auction would be configured as 2 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 L1 tariff changes.
- iii. Each bidder's name will be hidden (indicated as 3 dots ...) throughout the bid. At any point, every qualified bidder will be able to see prevailing L1 rate, and its own last bid rate.
- iv. The minimum bid decrement value is kept with a step size of Rs 0.001 by which bidder needs to decrease its price while participating in the reverse auction. The qualified bidders for RA can thereupon start bidding in an iterative process, wherein the prevailing L1 bidder at any given moment can be displaced by an even lower L1 rate 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 L1 rate. All qualified bidders can view the start price/Base price for RA.
- v. In the reverse bidding, bidder has to offer only one price for Projects the entire capacity, a bidder wishes to take. 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 L1 bidder and becoming the newL1 bidder.
- vi. Maximum elapsed time would be 10 minutes, during which, if there is any reduction than the prevailing L1 rate, auction would get extend further for 10 minutes. It is clarified that,
  - a. Irrespective of number of instances when L1 is reduced during a particular window of elapsed time, auction would get extended for another one window of 10 minutes only.
  - b. For every quote which beats L1, it would appear in auction trail with 3 dots (...) with respective bid rate.
- vii. If the L1 price remains unchanged over the window of elapsed time (10 minutes), auction would get over. Auction trail, covering the initial 2 hours of the auction and the extended window(s) of 10 minutes each, will reveal each L1's name in place of 3 dots (...), alongside

their lowest L1 quotes.

- viii. Auction Summary would mention last quoted bid by every bidder who moved to auction. Hence, for a bidder to feature in the auction summary, it is necessary for the bidder to have been L1 at the certain stage.
- ix. Further, there would be a Tender Summary which mentions the rates bid by each qualified bidder at the tender stage.

#### 4.4. **SELECTION OF SUCCESSFULL BIDDERS:**

- 4.4.1. The bidder with the lowest quoted levelised tariff (being L1) for the particular Project at the end of the auction period shall be selected as the successful bidder for the Project.
- 4.4.2. After the selection process, the Successful Bidder(s) shall be awarded Letter Inviting Consent for Agreement LICA by the MPSDP. The date of issuance of LICA shall be intimated by the MPSDP the Successful Bidder(s).
- 4.4.3. The Successful Bidder has to provide acceptance on LICA and submits CPBG of Rs Twenty Five (25) Lakh per MW as per the provisions of PPA within fifteen (15) days from date of award of LICA.
- 4.4.4. Any delay beyond 30 days in signing of LICA by the Successful Bidder(s) or providing C-PBG, may lead to cancellation of LICA.
- 4.4.5. If Successful Bidder(s) either fails to acknowledge the LICA as per clause 4.4.2, or fails to submit the C-PBG or doesn't sign the PPA in the prescribed timelines as per the provisions of Clause 4.4.3, the MPSDP, GOMP reserves the right to annul/cancel the LICA to Successful Bidder(s) and forfeit the bid security/EMD submitted by the bidder.
- 4.4.6. In case MPSDP, GOMP cancels the LICA issued to any of the Successful Bidder(s) due to its non-compliance, the MPSDP, GOMP shall then provide LICA to the Qualified Bidder who is interested to perform the task under this tender at L1 rate.
- 4.4.7. In case, if none of the qualified bidder (s) is interested in choosing the project(s) at L1 tariff, then MPSDP shall issue LICA for such Project capacity to L2 bidder at L2 tariff as identified through the auction process. If Successful Bidder(s) either fails to acknowledge the LICA as per clause 4.4.2, or fails to submit the C-PBG or doesn't sign the PPA in the prescribed timelines as per the provisions of Clause 4.4.3, the MPSDP, GOMP reserves the right to annul/cancel the LICA to Successful Bidder(s) and forfeit the bid security/EMD submitted by the bidder. In case, if none of the qualified bidder (s) is interested in choosing the project(s), MPSDP in discussion with the premises may take appropriate action
- 4.4.8. At any point of time, if it is found that Successful Bidder(s) is non-compliant or is not signing the PPA, MPSDP, GOMP may take strict action against the Successful Bidder(s). It may lead to cancellation of LICA issued to that Successful Bidder(s). Later, MPSDP, GOMP shall take appropriate action in discussion with the institutions.
- 4.4.9. MPSDP, GOMP at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever.

#### 4.5. **Signing of PPA**

- 4.5.1. The signing of PPA by the Successful Bidder(s) with the Procurers shall happen within 15 days of acceptance of LICA by the Successful Bidder(s) on the basis of Project Capacity as indicated in the Data Room.
- 4.5.2. Individual PPA shall be signed by the Selected Bidder(s) with each Procurer at the L1 tariff

discovered through e-RA in which MPSDP, GOMP and the institute shall be the co-signatories in the PPA.

- 4.5.3. Any delay beyond 60 Days in signing of PPA from the date of award of LICA with the Successful Bidder(s), Procurer's Project shall be excluded from further deliberations.

## **SECTION V: SCOPE OF WORK**

### **5.1 Details of Works**

- 5.1.1 Designing, engineering, finance, supply, installation, testing and Commissioning of various capacities of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O&M for period of twenty five (25) Operational Years for Sale of Solar Power with no export arrangement. For the interfacing the Project with Grid/Electrical Loads, the Power producer needs to setup zero-export controller in compliance with grid code as notified by MPERC. Comprehensive O&M for twenty-five (25) Operational Year shall be required for each of the Project.
- 5.1.2 Bidder shall be responsible for all the works related to Commissioning and operation for twenty-five (25) Operational Years of Project. In no case, Procurer or MPSDP, GOMP shall be responsible to pay or increase in tariff for any work related to Project. It is clarified that the projects awarded under this RFP would not include energy storage with rooftop solar project
- 5.1.3 It is clarified that the projects awarded under this RFP would not include energy storage with rooftop solar project. However, if Procurer desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the tariff discovered for sale of power under this RFP.
- 5.1.4 The detailed scope of work is provided in SCHEDULE-I of Model PPA.

**SECTION VI: CHECKLIST****1. Checklist Envelop -I**

S. No.	Particular	Format No.	Copy Attached Yes/No
1.	Covering Letter	1	Yes/No
2.	Online Tender Fees (Non- Refundable)	-	Yes/No
3.	Bid Security (in Bank Guarantee/ Net-banking/NEFT/RTGS)	4 (in Case of Bank Guarantee)	Yes/No

**2. Checklist Envelop-II**

S.No.	Particular	Format No.	Copy Attached
1.	Power of Attorney in favour of authorised signatory, on requisite value of stamp paper (Rs. 1000/-).	6	Yes / No
2.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)	-	Yes / No
3.	General Particulars	2	Yes / No
4.	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5.	Declaration for Eligibility Criteria Requirement (Financial)	7	Yes / No
6.	Format For Certificate of Relationship in case of Affiliate (if applicable)	8	Yes / No
7.	Certificate of Incorporation	-	Yes / No
8.	Undertaking Form	9	Yes / No
9.	Consortium Agreement (If applicable)	11	Yes / No
10.	Declaration for the number of Projects Projects for which the bid is placed	12	Yes / No
11.	Declaration	13	Yes / No
12.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	6	Yes / No
13.	RFP Document Sealed and Signed along with the corrigenda and addenda (If any)	-	Yes / No

**SECTION VII: FINANCIAL BID**

**Financial Bid Format**

(To be submitted online only with due encryption as per the format mentioned in the portal)

<b>Project</b>	<b>Financial Bid for Project (Rupees/kWh)</b>
<b>Project 1: GSP</b>	
<b>Project 2: IIT Indore</b>	
<b>Project 3: MANIT</b>	

Note:

1. Quoted Tariff must be applicable for sale of Solar Power to Procurer from Initial Part Commissioning to the end of first Operational Year.
2. Quoted Tariff shall be fixed for the entire duration of PPA
3. If the bidder submits the financial bid in the Electronic Form at the portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
4. There will be only one tariff for all the Projects. If the bidder quotes two tariffs for a projects package, then the bid shall be considered as non-responsive.
5. Tariff should be in Indian Rupees up to three (3) decimal places.
6. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
7. The above Quoted Tariff is inclusive of any applicable taxes. However, if any new change in tax/duty is affected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer.

SEAL AND SIGN

AUTHORIZED SIGNATORY

**SECTION VIII: FORMATS FOR SUBMITTING RFP**

**FORMAT 1: COVERING LETTER**

**(The covering letter should be on the Letter Head of the Bidder/ Lead Member of Consortium)**

Ref.No. \_\_\_\_\_ Date: \_\_\_\_\_

From: Insert name and address of Bidder

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

To: \_\_\_\_\_

The Project Director,  
Madhya Pradesh Skills Development Project  
Directorate of Skill Development  
Global Skills Park – City Campus  
ITI Govindpura,  
City: Bhopal,  
District: Bhopal, Madhya Pradesh

ZIP code:462023

Sub: Request for Proposal (RFP) for Selection of Bidders for Implementation of Grid Connected for Implementation of more than 3.6 MWp of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model with Zero Export arrangement for selected Institutions located in the state of Madhya Pradesh Dated 05.10.2023

Dear Sir,

We, the undersigned \_\_\_\_\_ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for the discovery of Lowest Tariff Rates for work of Design, Engineering, Finance, Supply, Installation, Testing and Commissioning Including Comprehensive Operation & Maintenance for Twenty Five Operational Years for Sale of Solar Power under RESCO Model with zero export arrangement for the Institutions located in the state of MP, India., hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the RFP, dated 05.10.2023 and RFP attached thereto, issued by Madhya Pradesh Skills Development Project, Government of Madhya Pradesh as amended. As a token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall be binding on us.

**Bid Security**

We have enclosed Bid Security/EMD in form Net-Banking/NEFT/RTGS/ Bank Guarantee of amount as mentioned in this RFP, details of which are hereunder:



OR

We have enclosed a Bid Security/EMD in form of Net-Banking/NEFT/RTGS/ Bank Guarantee (Bid Security Details) of cumulative amount required of Rs. \_\_\_\_\_, subject to clause 3.12 as mentioned in the RFP.

We have submitted our Financial Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

**Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by Madhya Pradesh Skills Development Project, Government of Madhya Pradesh in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered.

**Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP, in the event of our selection as Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

We undertake that we have satisfied ourselves with the site conditions of the projects and our proposed financial bid takes into consideration the existing site conditions.

**Contact Person**

Details of the contact person are furnished as under:

Particulars	Description
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

We are enclosing herewith the Envelope-I (Covering letter, Tender fee and Bid Security/EMD) and Envelope-II (Technical documents) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Madhya Pradesh Skills Development Project, Government of Madhya Pradesh. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any s or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180)Days from Bid Deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023

Thanking you,

We remain,

Yours faithfully,

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

**FORMAT 2: GENERAL PARTICULARS OF THE BIDDER**

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Web site	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred By any Govt. Dept. / undertaking for undertaking any work.	
8	Reference of any documentation formation attached by the Bidder other than specified in the RFP.	
9	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
10	Bidder is listed in Indian Stock Market	Yes/No
11	GST No.	
12	PAN No.	
13	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
14	Partnership deed or LLP/ Sole Proprietor registration (as applicable) enclosed	Yes/No

---

(Signature of Authorized Signatory)

**With Stamp**

**FORMAT 3: SHAREHOLDING CERTIFICATE FOR COMPANY / PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM**

SHAREHOLDING CERTIFICATE FOR COMPANY

<b>Name of the Equity holder</b>	<b>Type and Number of shares owned</b>	<b>% of equity holding</b>	<b>Extent of Voting rights</b>

OR

PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

<b>Name of Partner</b>	<b>Capital Contribution (Rs)</b>	<b>% of Ownership in the Firm</b>

\_\_\_\_\_  
(Signature of Authorized Signatory) With Stamp

\_\_\_\_\_  
(Signature of Company Secretary/Director/Chartered Accountant)

**FORMAT 4: FORMAT FOR BANK GUARANTEE FOR BID SECURITY**

*(To be on non-judicial stamp paper of INR 1000/-)*

Ref. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of the [Insert name of the Bidder] (hereinafter referred to as Bidder) submitting the response to Request for Proposal (RFP) for Selection of Bidders for Implementation of more than 3.6 MWp of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model with Zero Export arrangement for selected Institutions located in the state of Madhya Pradesh in response to the RFP No. \_\_\_\_\_ Dated 05.10.2023 issued by Madhya Pradesh Skills Development Project, Government of Madhya Pradesh (hereinafter referred to as MPSPDP, GOMP) and MPSPDP, GOMP considering such response to the RFP of [insert the name of the Bidder] as per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MPSPDP, GOMP at [Insert Name of the Place from the address of MPSPDP, GOMP] forthwith on demand in writing from MPSPDP, GOMP or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Insert amount] only, on behalf of M/s. [Insert name of the Bidder].

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

Our liability under this Guarantee is restricted to Rupees (Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until [insert date of Bid Validity Period in accordance with this RFP]. Only MPSPDP, GOMP shall be entitled to impose penalty equivalent to this Guarantee till \_\_\_\_\_ [Insert date which is 30 Days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that only the MPSPDP, GOMP shall have a right to impose penalty equivalent to this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MPSPDP, GOMP, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MPSPDP, GOMP.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require MPSPDP, GOMP to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MPSPDP, GOMP in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, Amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MPSPDP, GOMP shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by MPSPDP, GOMP or to exercise, levy or enforce

any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force until *[Date to be inserted on the basis of this RFP]* with an additional claim period of thirty (30) Days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MPSPDP, GOMP serves upon us a written claim or demand.

\_\_\_\_\_  
Power of Attorney No.

For [Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FORMAT 5: CHECK LIST FOR C-PBG**

S. No.	Details of checks	YES/NO
1	Is the Bank Guarantee on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of Bank Guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the Bank Guarantee has been issued. Also the Stamp Paper should not be older than six (6) Months from the date of execution of Bank Guarantee).	
3	Has the executing Officer of Bank Guarantee indicated his name, designation and Power of Attorney No./Signing Power no. on the Bank Guarantee?	
4	Is each page of Bank Guarantee duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
5	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
6	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of Bank Guarantee and Validity of Bank Guarantee correctly mentioned in the Bank Guarantee	
7	Whether overwriting/cutting if any on the Bank Guarantee have been properly authenticated under signature & seal of executant?	

FORMAT for C-PBG is provided in Format-2 of the PPA.

**FORMAT 6: POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of Minimum Rs. 1000/-)**

Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Selection of Bidders for Implementation of more than 3.6 MWp of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model with Zero Export arrangement for selected Institutions located in the state of Madhya Pradesh in response to the RFP No. \_\_\_\_\_ Dated xx.xx.2023 issued by MPSPDP, GOMP including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the MPSPDP, GOMP may require us to submit. The aforesaid Attorney is further authorized for making representations to the Madhya Pradesh Skills Development Project, Government of Madhya Pradesh and providing information / responses to MPSPDP, GOMP representing us in all matters before MPSPDP, GOMP and generally dealing with MPSPDP, GOMP in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

\_\_\_\_\_  
Signed by the within named

(Insert the name of the executants company)

through the hand of

Mr \_\_\_\_\_

duly authorized by the Board to issue such Power of Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Accepted

\_\_\_\_\_  
Signature of Attorney

(Name, designation and address of the Attorney)

Attested

\_\_\_\_\_  
(Signature of the executant)

(Name, designation and address of the executant)

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution



Common seal of \_\_\_\_\_ has been affixed in my/our presence pursuant to Board of Director's Resolution dated \_\_\_\_\_

WITNESS

\_\_\_\_\_

(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_

(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

**FORMAT7: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT**

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

To,

Madhya Pradesh Skills Development Project

\_\_\_\_\_  
\_\_\_\_\_

Bhopal

Dear Sir,

Sub: Selection of Bidders for Implementation of more than 3.6 MWp of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model with Zero Export arrangement for selected Institutions located in the state of Madhya Pradesh in response to the RFP No: \_\_\_\_\_ dated xx.xx.2023.

I/ We, \_\_\_\_\_ (name of Bidder) enclose herewith our Financial Eligibility for selection of my/ our firm for \_\_\_\_\_ number of Projects for a cumulative capacity of \_\_\_\_\_ MW as Bidder for the above. We submit our Financial Eligibility Criteria Requirements as follows:

Net worth of Indian Rupees \_\_\_\_\_ Lakh computed as per instructions provided in this RFP based on unconsolidated audited annual accounts (refer Note-1 below). The relevant financial statement for respective years shall be enclosed, duly signed by authorised signatory.

Name of Entity being evaluated	Financial Year	Financial Criteria (fill as applicable) to be met as per Clause 3.2
		<b>Networth (INR Lakh)</b>

Note:

The bidders shall declare in undertaking (Format-9) the criteria on which they fulfil the financial eligibility as per the provisions of this RFP.

Yours faithfully

\_\_\_\_\_

(Signature and stamp of Authorized Signatory of Bidder)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

\_\_\_\_\_

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Notes:**

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

**FORMAT 8: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER**

To,

\_\_\_\_\_

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Bidders for Implementation of more than 3.6 MWp of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model with Zero Export arrangement for selected Institutions located in the state of Madhya Pradesh

We hereby certify that M/s\_\_\_\_\_,M/s\_\_\_\_\_,M/s\_\_\_\_\_are the Affiliate(s) of the Bidder as per the definition of Affiliate as provided in this RFP and based on details of equity holding as on seven (7) Days prior to the Bid Deadline.

The details of equity holding of the Affiliate /Bidder or vice versa as on seven (7) Days prior to the Bid Deadline are given as below:

a) In case of Bidder being Company/ LLP/ Partnership Firm/ Sole – Proprietor:

Name of Company/ LLP/ Partnership Firm/ Sole – Proprietor	Name of the Affiliate	Details of Equity Holding of

OR

b) In case of Bidder being Consortium

Name of Lead Member of Consortium	Name of the Affiliate	Details of Equity Holding

Yours Faithfully

\_\_\_\_\_

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder/ Member of Consortium)

## **RfP for Installation of Solar Rooftop Projects in Institutions**

---

### **FORMAT 9: UNDERTAKING FORM**

Undertaking from Affiliate of Bidder/ Lead Member of Consortium

Name: \_\_\_\_\_

Full Address: \_\_\_\_\_

Telephone No.: E-mail address: Fax/No.: \_\_\_\_\_

To,

\_\_\_\_\_

Dear Sir,

We refer to the RFP No: \_\_\_\_\_ - Dated: 05.10.2023 for Request for Proposal (RFP) for Request for Proposal (RFP) for Selection of Bidders for Implementation of more than 3.6 MWp of Grid Interactive Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model with Zero Export arrangement for selected Institutions located in the state of Madhya Pradesh

We have carefully read and examined in detail the RFP regarding submission of an undertaking, as per the prescribed Format at Annexure of the RFP.

We confirm that M/s \_\_\_\_\_ (Insert name of Bidder) is our Affiliate on the following basis:

We confirm that M/s (Insert name of Bidder) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in the RFP referred to above in terms of Networth.

We have also noted the amount of the Performance Guarantees and Bid Security required to be submitted as per the RFP by (Insert the name of the Bidder) in the event of it being selected as the Power Producer.

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidder) to submit the Performance Guarantees and Bid Security in full or in part at any stage, as specified in the RFP, we shall submit the Performance Guarantee and Bid Security not submitted by (Insert name of the Bidder)".

We also undertake that we shall maintain our relationship with M/s \_\_\_\_\_ (insert name of bidder), so that it is in accordance with principles of 'Control' and 'Affiliate' laid out in RfP No. \_\_\_\_\_ Dated: 05.10.2023 for a period of one (1) Year from COD, subject to provisions of Clause 3.1.3b). **(in case of affiliate).**

We have attached heretocertified true copy of the Board Resolution, whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

\_\_\_\_\_

Signature of Commissioner

Common seal of has been affixed in my/our presence pursuant to

Board of Director's Resolution dated

WITNESS

\_\_\_\_\_

(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

**RfP for Installation of Solar Rooftop Projects in Institutions**

---

\_\_\_\_\_  
(Signature)

Name\_\_\_\_\_

Designation\_\_\_\_\_

**FORMAT 10: LETTER INVITING CONSENT FOR AGREEMENT**

To, Date:

[Designation]

[Name of Company]

Address:

Sub:

Ref:

**Dear Sir,**

This is to inform you that you are declared as Selected Bidder against the RfP No. \_\_\_\_\_ dated xx.xx.2023 for execution of \_\_\_ Projects, namely \_\_\_\_\_ aggregating to \_\_\_\_\_ MWp capacity of solar rooftop projects under RESCO mode for Institutions located in the state of Madhya Pradesh.

Madhya Pradesh Skills Development Project, Government of Madhya Pradesh(MPSDP, GOMP) does hereby award to M/s \_\_\_\_\_ (Selected Bidder) the work to execute Design, Engineering, Finance, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Rooftop Solar PV Projects for Sale of Solar Power under RESCO model as per scope of work, specifications and all terms and conditions mentioned in the RfP. Upon acceptance of this letter by the Selected Bidder, following conditions of the RfP would be applicable:

1. That, the "Power Producer" has agreed to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No: \_\_\_\_\_ Dated: 05.10.2023 issued by "MPSDP, GOMP".
2. That, the "Selected Bidder" has also agreed to execute work on the rates already accepted / agreed upon as mentioned in the annexure "Financial Bid" sheet. The rates shown in the Financial Bid sheet in Rs \_\_\_\_\_ per unit for the sale of solar power is fixed for entire PPA period .
3. That, the Selected Bidder shall execute Power Purchase Agreement (PPA) with the Procurer and with co-signatories of the PPA on the date as notified by the MPSDP, GOMP.The Selected Bidder shall be responsible for all the works related to Commissioning and operation for twenty five (25) Operational Years of Project.
4. That, if the Selected Bidder wishes to form a Project Company, the same should be executed within forty five (45) Days from the issuance of LICA. That principles laid down in clause 3.3 of the RfP have to be followed while forming the Project Company.
5. That, the Selected Bidder shall submit CPBG of an amount of INR Twenty Five(25) Lakh/MW at the time of acceptance of LICA.

For, the matter(s) of any dispute arising out of or in connection with this Letter the same shall be referred to arbitrator which shall be as per the provisions of the "Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983" and the Rule(s) there under. All the proceedings under arbitration will take place in Bhopal. The award in such arbitration shall be final and binding on both the parties.

The parties agree that this Letter will be considered as a legal document and shall be considered until such time that the parties have executed the Power Purchase Agreement.

Please signify acceptance to this letter by signing it. We look forward to working with you.

Date \_\_\_\_\_

Signature with Company Seal

Name \_\_\_\_\_

Designation \_\_\_\_\_

Regards,  
For, MPSDP



# RfP for Installation of Solar Rooftop Projects in Institutions

---

## FORMAT 11: FORMAT FOR CONSORTIUM AGREEMENT

**Joint Bidding/ Consortium Agreement Format for Participation in “Request for Proposal (RFP) For Selection of Bidder for Design, Engineering, Finance, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model with Zero Export arrangement at Institutes located in the State of MP**

(To be executed on Stamp Paper of INR 1000/-)

THIS JOINT BIDDING AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2023.

### BETWEEN

{ \_\_\_\_\_, party on **First Part** of consortium} and having its registered office at \_\_\_\_\_ (Hereinafter referred to as the “**First Part**” or “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

\_\_\_\_\_ Having its registered office at \_\_\_\_\_ (Hereinafter referred to as the “**Second Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns) The above mentioned parties of the First and Second Part are collectively referred to as the “**Parties**” and each is individually referred as a “**Party**”

### WHERE AS,

- i. Madhya Pradesh Skills Development Project (hereinafter referred to as the “**MPSDP**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its RFP No: \_\_\_\_\_ dated 05.10.2023 for award of the rate contract/ work under “Selection of Bidders for Design, Engineering, Finance, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model with zero export arrangement for the Institutions located in the State of MP (hereinafter called “**Project**”) and Selection of Bidders for the same.
- ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

### NOW IT IS HEREBY AGREED as follows:

#### Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise require, have the

Meaning ascribed thereto under the above mentioned RFP.

#### 1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process of this RFP, only through this Consortium and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

**RfP for Installation of Solar Rooftop Projects in Institutions**

---

**2. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) The parties agree to submit bid as Consortium for the projects mentioned under this RfP.
- b) Only First Part shall be evaluated for qualification against technical eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by MPSPDP and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.
- e) Second Part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by MPSPDP.
- g) Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital” shall be in the following proportion: (if applicable)

Name of Member	Proposed % Equity holding
Lead Member	..... (At least 50%)
Member	

**3. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the date of validity period of Award and further in accordance with the LICA subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

**4. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the MPSPDP. Party of First Part would decide on the representative of Consortium at MPSPDP.

IN WITNESS WHERE OF 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 Second Part:

(Signature)  
(Name & Designation)  
(Address)

(Signature)  
(Name & Designation)  
(Address)

In Presence of :

In Presence of :

Witness -1

Witness -1

Witness -2

Witness -2

**FORMAT 12: DECLARATION FOR NUMBER OF PROJECTS FOR WHICH THE BID IS PLACED**

To,

Date:

The Project Director,  
Madhya Pradesh Skills Development Project  
Directorate of Skill Development  
Global Skills Park – City Campus  
ITI Govindpura,  
City: Bhopal,  
District: Bhopal, Madhya Pradesh

Sub: Regarding declaration of number of projects for which the bid is placed under the RfP No. dated 05.10.2023

Having examined the Bidding Documents, I/we \_\_\_\_\_ (name of Bidder) offer to execute the the aggregate capacity of 3.6 MW in accordance with the RfP accompanying this Bid at prescribed in the Financial Bid format for the first year.

Seal & Signature of the Authorized Signatory of the Bidder

Name:

Designation:

**FORMAT 13: DECLARATION**

**(Required to be submitted by the Bidder on Original Letter Head of company)**

**We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.**

We declare that we are (please specify & tick mark the relevant point(s) and cross the others):

1. We declare that we have not been Blacklisted or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of MPUVN.
2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
3. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with MPSDP, GOMP in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

## **RfP for Installation of Solar Rooftop Projects in Institutions**

---

### **FORMAT 14: FORMAT OF LETTER TO MPSDP BY SELECTED BIDDER FOR GETTING PROJECTS THE BIDDER WISHES TO TAKE**

To,

Date:

The Project Director,  
Madhya Pradesh Skills Development Project  
Directorate of Skill Development  
Global Skills Park – City Campus  
ITI Govindpura,  
City: Bhopal,  
District: Bhopal, Madhya Pradesh

Sub: Regarding matching of L1 rate and providing minimum no. of Projects as mentioned under the RfP No. MPSDP/2023-24/001 dated 05.10.2023

Dear Sir,

We \_\_\_\_\_ (name of the firm) have bid for \_\_\_\_\_ number of Projects at the time of technical bid submission under the RfP: \_\_\_\_\_ dated 05.10.2023.

We would like to match the L1 rate (\_\_\_\_\_ Rs/Unit) discovered under this RfP through e- Reverse Auction process for sale of Solar Power under RESCO Model with zero export arrangement for the Institutions located in state of MP.

However, our acceptance on this L1 rate is subject to getting minimum of \_\_\_\_\_ number of Projects out of the total number of Projects, which we have earlier bid for at the time of Bid submission. It is reiterated that our bid continues to be valid for the number of Projects mentioned in our technical bid.

Regards,

(Authorized Signatory & Company Seal)

**ANNEXURE-IV: POWER PURCHASE AGREEMENT**

Annexed Separately.

**ANNEXURE-V: LIST OF RESCO SITES WITH THEIR PROJECT CAPACITIES**

- The list of proposed sites are provided in the data room

<b>Site</b>	<b>Estimated Capacity (kWp)</b>
Indian Institute of Technology, Indore	2000 kWp
Maulana Azad National Institute of Technology (MANIT), Bhopal	1000 kWp
Global Skills Park	600 kWp

Details of the proposed sites are provided in the data room

