Request for Proposal

for

Procurement of 100 MW power from Grid connected Solar Energy sources for long term

Under

Case 1-RE” bidding procedure through Tariff based competitive bidding process (As per “Guidelines for tariff based competitive bidding process for Grid connected power projects based on Renewable Energy sources, 2012” issued by Government of India)

For meeting the requirements of

Madhya Pradesh Power Management Company Limited

Issued by

MADHYA PRADESH POWER MANAGEMENT COMPANY LIMITED
Shakti Bhawan, Block No.11, 1st Floor, Rampur, Jabalpur, Madhya Pradesh (M.P.)
India- Pin 482008
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28th November 2013
RFP for procurement of Solar power for long term under ‘Case 1-RE’


MADHYA PRADESH POWER MANAGEMENT COMPANY LIMITED
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Request for Proposal (hereinafter referred to as RFP) for long term procurement of power from Grid connected Solar Energy sources under ‘Case 1-RE’ bidding procedure through tariff based competitive bidding (as per ‘Guidelines for Tariff Based Competitive Bidding Process for Grid Connected Power Projects Based on Renewable Energy Sources, 2012’ issued by the Government of India), for meeting the requirements of Madhya Pradesh Power Management Company Limited in the state of Madhya Pradesh.

This RFP is issued to:

M/s

Issued by:
Name: Mr. Rajesh Mehta
Designation: Executive Director (IPC)
Address:
Shakti Bhawan, Block No.11, 1st Floor, Rampur,
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Date: 28th November 2013
DISCLAIMER

1. This Request for Proposal (RFP) document is not an agreement or offer by the Madhya Pradesh Power Management Company Limited to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bid. This RFP is based on material and information available in public domain.

2. This RFP, along with its formats, is not transferable. The RFP and the information contained therein are to be used only by the person to whom it is issued. Save and except as provided in Clause 2.18 of the RFP, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RFP, this RFP must be kept confidential.

3. While this RFP has been prepared in good faith, neither the Procurer nor its employees or advisors/consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFP.

4. Neither the Procurer, its employees nor its advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award for supply of power, the information supplied by or on behalf of Procurer or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said supply of power.
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Definitions

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2012, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RFP:

“Affiliate” shall mean a company that either directly or indirectly
i. controls or
ii. is controlled by or
iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company. As an illustration a chart is annexed hereto as Format 5.14;

“Appropriate Commission” shall mean the CERC, or the MPERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be;

“Bid” shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.

“Bidder” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require”;

“Bidding Company” shall refer to such single company that has submitted the Bid in accordance with the provisions of this RFP;

“Bidding Consortium” or “Consortium” shall refer to a group of companies that has collectively submitted the Bid in accordance with the provisions of this RFP;

“Bid Bond” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 2.12 of this RFP, as per the prescribed Format 4.15;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this
RFP for procurement of Solar power for long term under ‘Case 1-RE’

RFP as specified in Clause 2.8 of this RFP;

“Bidding Guidelines” shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Grid Connected Power Projects Based on Renewable Energy Sources” issued by Government of India, Ministry of New and Renewable Energy on December, 2012 under Section – 63 of the Electricity Act and as amended from time to time;

“Capacity Utilisation Factor” or “CUF” shall have the same meaning as provided in CERC regulations 2012 (Terms and Conditions for Tariff determination from Renewable Energy Sources) and shall be 19% on Contract Year basis. The Seller shall maintain the CUF not less than 12% for solar PV and 14% in each contract year (on annual basis) for Solar Thermal to avoid penalty as provided in the PPA. Further if the seller achieves the CUF greater than 22% for Solar PV and 24% for Solar Thermal in each contract year (on annual basis), MPPMCL shall have the first right of refusal to accept this additional power at the mutually acceptable rate not more than APPC cost as approved by MPERC. Further MPPMCL will not have any obligation to purchase the additional power from the seller and the seller may sell this additional power to the third parties.;

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under sub – section (1) of Section-76 of the Electricity Act, 2003 or its successors;

“Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder;

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;

“Contracted Capacity” to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point. Higher DC capacity arrays so as to achieve AC capacity limit at the delivery point shall be allowed. If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA;

“Contracted Year” or “Contract Year” shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

(i) in the financial year in which the actual Commissioning Date would occur, the Contract Year shall end on the date immediately before the actual Commissioning Date and a new Contract Year shall commence once again from the actual Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of
twelve (12) months commencing on April 1 and ending on March 31, and

(ii) provided further that the last Contract Year of in the PPA shall end on the last day of the Term of the PPA;

“Contract Performance Guarantee (CPG)” shall have the meaning as per Clause 2.13 of this RFP;

“Contract Period” shall mean a period of twenty five (25) Contract Years from the Scheduled Delivery Date as per provisions of the PPA;

“Contract Year” shall mean the period beginning on the Scheduled Delivery Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA;

“CTU” or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

“Delivery Point/Metering Point” shall mean the point at 33kV or above in MP periphery i.e. interconnection point of CTU- MPSTU or direct MPSTU. However the transmission charges if applicable, as well as losses to the Delivery Point shall be borne by the Developers.

In case of projects outside the state of Madhya Pradesh, metering point shall be at the interconnection point. However the transmission charges if applicable, as well as losses up to the Delivery Point shall be borne by the Developers.

“Effective Date” shall mean the date from which the PPA becomes effective;

“Electricity Act 2003” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

“Financial Bid” shall mean Envelope II of the Bid, containing the Bidder’s Quoted Tariff as per the Format 4.16 of this RFP;

“Financial Closure or Project Financing Agreement” means arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from internal resources and/or tie up of funds through a bank/financial institution by way of sanction of a loan.

"Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth herein in the RFP;

“Generation Source” shall mean the Project for which a separate meter is installed at a Delivery Point. The only exception to this case would be the projects that are a case of pooling arrangement, in which case, Generation Source could be projects for which the electricity supplied at the delivery Point can be allocated for each Project by the pooling committee based on the metering done at a Delivery Point as per provisions of PPA.
“Grid Code”/“IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

“Injection Point” in relation to each Financial Bid by a Bidder, shall mean either the CTU Interface (in case the Project is located outside Madhya Pradesh) or the Delivery Point (in case the project in Madhya Pradesh) as specified by the Bidder

“Interconnection Point” shall mean the point where the power from the power station switchyard bus of the Seller is injected into the interstate/intrastate transmission system (including the dedicated transmission line connecting the power station with the interstate/intrastate transmission system);

“Law” shall have the same meaning as ascribed thereto in the PPA;

“Lead Member of the Bidding Consortium” or “Lead Member” shall mean the Member which commits at least 51% equity stake in the Project Company and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in Format 4.12 of this RFP;

“Letter of Intent” or “LOI” shall mean the letter to be issued by the Procurer to the Successful Bidder(s) for supply of power pursuant to Clause 3.14 of the RFP;

“Member of a Bidding Consortium” or “Member” or “Consortium Member” shall mean each company in the Bidding Consortium which has executed the Consortium Agreement as provided in Format 4.12 of this RFP;

“Minimum Bid Capacity” shall mean 5 MW for which the Bidder is required to submit its Bid;

“Non Financial Bid” shall mean Envelope I of the Bid containing the documents as specified in Clause 2.4.2.3 of the RFP;

“Parent Company” shall mean a company that holds at least twenty six percent (26%) of the paid-up equity capital directly or indirectly in the Bidding Company or in the Member of a Bidding Consortium, as the case may be;

“PPA” shall mean the agreement to be entered into between the Procurer and the Seller pursuant to which the Seller shall supply power to the Procurer as per the terms and conditions specified therein and a draft of which is attached hereto and marked as Enclosure 1 of Format 5.10 of this RFP, including all its schedules, annexures, and all amendments or modifications;

“Procurer” shall mean Madhya Pradesh Power Management Company Limited.

1 In case the Successful Bidder is supplying power from more than one generation source, then separate PPAs need to be executed for each such generation source.
“Project Company” shall mean the company, incorporated by the Bidder as per Indian laws, in accordance with Clause 2.2.9;

“Qualification Requirements” shall mean the qualification requirements as set forth in Clause 2.1 of this RFP;

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Non Financial Bid as per Clauses 3.11 and 3.12, stand qualified for opening and evaluation of their Financial Bid;

“Quoted Tariff” shall mean the charges quoted by the Bidder as per the prescribed Format 4.16;

“Requisitioned Capacity” means the total aggregate power of 100 MW, proposed to be contracted by the Procurer with the Successful Bidder(s) through this bidding process for supply at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

“RFP” shall mean this Request for Proposal dated 28.11.2013 along with all formats and RFP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“RFP Documents” shall mean the following documents to be entered into by the parties to the respective agreements in connection with the supply of power:

a. PPA; and

b. any other agreements designated as such, from time to time by the Procurer.

“Scheduled Delivery Date” shall mean the date mentioned as per provisions of Clause 1.3.1 of this RFP on which the Seller is required to start delivering the power at the Delivery Point as per the terms and conditions of the PPA;

“Seller” shall mean the Successful Bidder/or the Project Company, as the case may be who submit the Contract Performance Guarantee and executes the PPA and other RFP Documents with the Procurer and who shall be responsible for supplying power to the Procurer at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

“SERC” shall mean the State Electricity Regulatory Commission of any state in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;

“Solar Energy source” shall mean the Solar Photovoltaic (PV) and Solar thermal energy sources covered in the Bidding Guidelines;

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

“STU” or “State Transmission Utility” shall mean the board or the government company
specified as such by the State Government under sub-section (1) of Section 39 of the Act;

“Successful Bidder(s)” shall mean the Bidder(s) selected by the Procurer pursuant to this RFP for supply of power by itself or through the Project Company as per the terms of the RFP Documents, and to whom a Letter of Intent has been issued;

“Trading Licensee” shall mean the Bidder which is an Electricity Trader and submits its Bid on the basis of an exclusive power purchase agreement executed with the entity developing the generation source from where the power is proposed to be supplied by the Bidder;

“Ultimate Parent Company” shall mean a company which directly or indirectly owns at least twenty six percent (26%) paid up equity capital in the Bidding Company or Member of a Consortium, (as the case may be) and/or in the Financially Evaluated Entity and such Bidding Company or Member of a Consortium, (as the case may be) and/or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company.
SECTION - 1

INTRODUCTION
SECTION 1

1. Introduction

1.1. The Madhya Pradesh Power Management Company Limited (MPPMCL), hereinafter referred to as the Procurer, acting through Mr. Rajesh Mehta, Executive Director (IPC), Shakti Bhawan, Block No.11, 1st Floor, Rampur, Jabalpur, Madhya Pradesh (M.P.) India- Pin 482008 hereby invites interested Bidders to purchase the RFP to participate in the bidding process for the selection of Successful Bidder(s) for procurement of power from Solar Energy sources for long term through tariff based competitive bidding process under ‘Case 1-RE’ bidding procedure for meeting its requirement on the basis of international competitive bidding in accordance with the Bidding Guidelines. The responsibility of the Successful Bidder(s) shall be to supply power to the Procurer as per the terms and conditions of the RFP Documents.

1.2. The Procurer proposes to select the Bidder(s) having the prescribed qualifications and whose Quoted Tariff is determined to be acceptable as per the provisions of Clause 3.14 to become Seller(s). The Seller(s) shall supply power to the Procurer pursuant to and as per the terms and conditions of the PPA to be signed between the Procurer and the Seller. The Procurer shall pay to the Seller(s), the Quoted Tariff of the Successful Bidder(s) which has been adopted by the Madhya Pradesh Electricity Regulatory Commission (MPERC) as per the terms and conditions of the PPA.

1.3. Power Procurement

1.3.1. Scope

This bidding process is being carried out under ‘Case 1-RE’ bidding procedure as mentioned in the Bidding Guidelines. Further, all Bidders shall indicate the Solar Energy source of power generation from where the Contracted Energy would be delivered. Supply of power is permitted from operational power plants or from power plants proposed to be commissioned on or before the Scheduled Delivery Date, subject to availability of power over the term of the PPA.

Brief scope of power procurement is given as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Scope</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Contract Period</td>
<td>25 years</td>
</tr>
<tr>
<td>2.</td>
<td>Requisitioned Capacity (MW)</td>
<td>100 MW +/- 20% for supply of power.</td>
</tr>
</tbody>
</table>
## RFP for procurement of Solar power for long term under ‘Case 1-RE’

### Sr. No. | Scope | Details
--- | --- | ---
3. | Minimum Bid Capacity | The capacity of each Solar Power Projects shall be minimum 5 MW. Any Bidder can apply for minimum 5 MW. There is no upper ceiling limit of capacity. Solar Power Project shall be selected through a competitive bidding process on the basis of international competitive bidding as per Section – 63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder shall be to supply power to the Procurer for 25 years as per the terms and conditions of the PPA.

4. | Commissioning | In case of Solar Project of capacity upto 25MW, commissioning of plant shall be within 12 months from the date of financial closure subject to Force Majeure. For capacity beyond 25MW and upto 49 MW, commissioning period shall be within 15 months from the date of financial closure subject to Force Majeure. For capacity beyond 49 MW, commissioning period shall be within 18 months from the date of financial closure subject to Force Majeure.

In case of failure to achieve this milestone, provision of PPA as mentioned below shall apply:-

- MPPMCL shall encash the Contract Performance Bank Guarantee (CPG) in the following manner:-
  a. Delay from 0-3 months – 0.25% per week.
  b. Delay from 3-6 months – 0.50% per week for the period exceeding 3 months, apart from (a) above.
  c. Delay of more than 6 months – 0.75% per week for the period exceeding 6 months, apart from (a) and (b) above

The above penalty will be applied only on the capacity that is not commissioned on time.

### 1.3.2. Evacuation of Power

The responsibility for evacuation of power beyond the Delivery Point will be of the
1.3.3. In accordance with Para 3.1.1 of the Bidding Guidelines, the Procurer has already sent intimation to the Appropriate Commission about the initiation of the bidding process.

1.4. **Issue of RFP Documents**

All those interested in purchasing the RFP may write to the Procurer with a non-refundable fee of Rs. 10,000 (Rupees Ten thousand only) or 164 US Dollars (US Dollars One hundred and sixty four only), in the form of a demand draft / banker’s cheque / pay order drawn in favor of MPPMCL, payable at Jabalpur, latest by 11.02.2014 (last date of sale of RFP). The RFP shall be issued to a Bidder on any working day from 29.11.2013 to 11.02.2014 (last date of sale of RFP) between 1100 hours (IST) to 1700 hours (IST) by the Procurer, on written request and against payment of the above mentioned fee. In case where a Bidder requests the RFP and RFP Documents to be sent by post, the Procurer shall promptly dispatch the RFP and RFP Documents to such Bidder by registered mail/ air mail only upon receipt of written request and payment of the above mentioned fee from such Bidder. The Procurer shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed. The RFP and RFP Documents can also be downloaded from www.mppmcl.com. However, in such case the Bidder can submit the Bid only on submission of a non refundable fee of Rs 10,000 (Rupees ten thousand only) or 164 US Dollars (Us Dollars one hundred sixty four only) as mentioned above separately along with the Bid.
SECTION - 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS
SECTION 2

2. Information and instructions for Bidders

2.1. Qualification Requirements

2.1.1. The Bidder should be a company, as defined in the Electricity Act, 2003, or equivalent in foreign companies duly incorporated under the relevant laws in that country. Subject to Clauses 2.1.3 and 2.1.4, the Bidder must meet the Qualification Requirements independently as Bidding Company or as a Bidding Consortium with one of the Members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid. Further, a Bidding Consortium can participate in the bidding process if any Member of the Consortium has purchased the RFP.

2.1.2. The Bidder must fulfill the following Qualification Requirements specified in Clause 2.1.2.1 and 2.1.2.2.

2.1.2.1. (A) Networth: Networth should be equal to or greater than the value calculated at the rate of Rs. 3.50 Crore per MW of capacity offered by the Bidder in its Bid or equivalent USD. The computation of networth shall be based on unconsolidated audited annual accounts of any of the last three (3) financial years immediately preceding the Bid Deadline. A Bidder can also seek qualification on the basis of Networth as on seven (7) days prior to Bid Deadline.

Note:

For the Qualification Requirements, if data is provided by the Bidders in foreign currency, equivalent rupees of Networth will be calculated using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidders’ banker.

For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account.

In case of more than one Financial Bid being submitted by the Bidder from different generation sources, the Networth must be fulfilled by such Bidder for the sum total of the capacities being offered by it in its Financial Bids. If the Networth is lesser, only the bid, till the level that satisfy the Networth criterion, would be considered.

Networth shall be computed in the following manner by the Bidder:
**Networth**

\[
\text{Networth} = \text{Paid up share capital} + \text{Reserves} + \text{Compulsorily Convertible Preference Shares} + \text{Compulsorily Convertible Debentures} - \text{Revaluation Reserves} - \text{Intangible Assets} - \text{Miscellaneous Expenditures to the extent not written off and carry forward losses}
\]

The computation of Networth shall be based on unconsolidated audited annual accounts of the Company. For the purpose of the computation of Networth, any one of the last three preceding financial years before the bid deadline or upto seven (7) days prior to Bid Deadline shall be considered. The Bidder would thus be required to submit annual audited accounts for the last three financial years, i.e., FY 2010-11, FY 2011-12 and FY 2012-13, while indicating the year which should be considered for evaluation along with a certificate from the Statutory Auditor to demonstrate the fulfillment of the criterion.

In case a Bidder seeks qualification on the basis of Networth as on seven (7) days prior to Bid Deadline, the Bidder shall submit a certificate from a Statutory Auditor certifying the Networth on the date seven days prior to submission of Bid and also submit the un-audited financial statements of the Company duly certified by Statutory Auditor for the date on which the certificate of Networth has been obtained. However, audited consolidated annual accounts of the Company may be used for the purpose of financial requirements provided the Project Developer has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall be considered for the purpose of qualifying the maximum capacity that can be supported by the total consolidated networth. Consolidated and Unconsolidated networth must be used exclusively.

In case a bidder is taking recourse to more than one company (Parent/Affiliate/Ultimate Parent) that are maintaining annual financial accounts in separate cycle, the networth eligibility shall be calculated on the annual financial accounts that ends in the same calendar year. For example if the bidder (B) takes recourse to unconsolidated statements of its Affiliate (A) and Parent (P). Affiliate (A) maintains annual financial cycle from January to December and the Parent (P) maintains annual financial cycle from April to March. The Networth calculations can assume the financial cycle of January 2013 to December 2013 of Affiliate (A) and combine it with financial cycle of April 2012 to March 2013 of Parent (P) for substantiating Networth.

2.1.2.1 (B) Technical Criteria
The Bidder shall deploy, in case of Solar PV/ Solar Thermal, only commercially established and operational technologies with experience of having established at least 1/4th of the capacity of solar power being offered, either as Project Developer or as EPC contractor. The successful operation of the plant should be collaborated by generating certificate/commissioning certificate issued by the state utility/SLDC or any other relevant authority. The capacity has to be commissioned/synchronized with grid on or before 7 days of the due date for submission of response to the RFP. The Bidder may seek Technical capability of its Parent Company/Ultimate Parent and/or it’s Affiliate(s) for the purpose of meeting this Qualification. In case of consortium, at least one of the Members shall meet this requirement.

2.1.2.2. The Project shall achieve Financial Closure within 210 days for Solar PV and Solar Thermal from the date of signing Power Purchase Agreement (PPA). In this regard, the project developer shall submit a certificate from all financial agencies, certifying that the party has complied with all conditions required for draw of funds and party can draw down the funds on any date as per their requirement.

- At this stage, the project developer would also provide evidence that the requisite technical criteria have been fulfilled and required land for project development @ 2 Hectares/MW for Solar PV and @ 3 Hectares/ MW for Solar Thermal Power is under clear possession of the project developer. In this regard, the Project developer shall be required to furnish the following documentary evidences:-

  Ownership or lease hold rights (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land required for the allotted project.

  Requisite documents from the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land in the name of Project Developer and in case private the clear title of ownership.

Note:- (i) Change in the location of land from one place to other location is not permitted after 210 days of signing of PPA or at financial closure, whichever is earlier.

  (ii) The land should be free from all encumbrances.

  (iii) The land should neither have been proposed for other purposes nor should have been mortgaged.

In case of delay in achieving above condition, as may be applicable, MPPMCL shall encash CPG as under:

a. Delay from 0-3 months – 0.25% per week in this period.

b. Delay from 3-6 months – 0.50% per week in this period, for the period exceeding 3 months, apart from (a) above.

c. Delay from 6-9 months – 0.75% per week in this period for the period exceeding 6 months, apart from (a) and (b) above.

d. In case of delay of more than 9 months, MPPMCL shall terminate PPA and release balance amount of CPG.

If the identified generation source is an existing power station, the Bidder shall submit the documentary evidence regarding commissioning of the power station and available surplus capacity equivalent to the capacity offered in its Bid.

If the Bidder is a trading licensee, it shall have executed exclusive Power Purchase Agreement(s) for the quantity of power offered in its Bid and shall provide a copy of the
same as part of its Bid. In such a case, the Bidder shall ensure that the entity with whom it has executed the exclusive Power Purchase Agreement (PPA) for supply of power under the bidding process, shall have completed the above activities. In case of supply being proposed from an existing power station, the Bidder should submit evidence in the form of a declaration sent to RLDC/SLDC, as the case may be, in support of commercial operation of the power station within 60 days of signing of PPA.

2.1.2.3. In case the Bidder is a Bidding Company and wishes to incorporate a Project Company, all such Consents, Clearances and Permits if obtained in the name of a company other than the Project Company, the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder. In case the Bidder is a Bidding Consortium, all such Consents, Clearances and Permits shall be obtained in the name of any one of the Member of the consortium and the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.

2.1.2.4. The Bidder shall undertake (as per Format 4.10) not to submit any other bid, on the basis of the same generation source and quantum of power from such source as mentioned in its Bid, in any bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier subject to a maximum period of one hundred and twenty (120) days from the Bid Deadline. If the Bidder is a Trading Licensee, it shall undertake (as per Format 4.10) not to submit any bid, on the basis of Power Purchase Agreement submitted along with its Bid for the same quantum of power and generation source specified therein, in any bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.

Bidders shall furnish Format 4.10, duly certified by the person authorised through board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, as per Clause 2.4.2.3(A)(A)(iv)(a).

2.1.3. If the Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company as per the Consortium Agreement (Format 4.12), forming part of its Non Financial Bid. Any Consortium, if selected as the Successful Bidder, shall, for the purpose of supply of power, incorporate a Project Company with equity participation by the Members as provided in the Consortium Agreement (Format 4.12) within Thirty (30) days of the issue of Letter of Intent.

2.1.4. Any Bidding Company may choose to incorporate a Project Company for the purpose of supply of power.
2.1.5. The Bidder may seek qualification on the basis of financial capability of its Parent Company/ Firm /Ultimate Parent and / or it’s Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company /Ultimate Parent and / or its Affiliate(s). The financial capability of a particular Parent Company (ies) /Ultimate Parent and / or Affiliates, shall not be used by more than one Bidder.

The determination of the relationship of Parent Company /Ultimate Parent or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be as existing on the date seven (7) days prior to the Bid Deadline. Documentary evidence in form of a certification from a Company Secretary or Statutory Auditor to establish such relationship shall be furnished by the Bidder along with the Bid.

If the Bidding Company or a Member of a Bidding Consortium relied on the financial capability of its Parent/Ultimate Parent /Affiliates, such Bidding Company or Member have to submit a Board resolution as per Format 4.14, from its Parent /Ultimate Parent / Affiliate, as the case may be, that the obligation of the Bidding Company or the Member of the Consortium to submit a Contract Performance Guarantee, if selected, shall be deemed to be their obligations as well and in the event of any default whatsoever by the Successful Bidder in submitting the Contract Performance Guarantee, the same shall be submitted by such Parent /Ultimate Parent / Affiliate, as the case may be. In case of consortium, if any Member of the consortium is part of different consortia, it will be treated as conflict of interest.

2.1.6. A Bidder shall submit only one response in the same bidding process from one generation source, individually as Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Parent Company / Affiliate / Ultimate Parent Company of the Bidding Company or a Member of a Bidding Consortium shall not separately participate directly or indirectly in the same bidding process from the same generation source. Further, if any Bidder has a Conflict of Interest with other Bidder(s) participating in the same bidding process, the Bid of all such Bidder(s) shall be rejected.

2.1.7. Notwithstanding anything stated above, the Procuer reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information / documents. The Procuer reserves the right at its sole discretion to contact the Bidder’s bank, lenders, financing institutions and any other persons as necessary to verify the Bidder’s information/documents for the purpose of qualification.

2.1.8. The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Where the Financially Evaluated Entity is not the Bidding Company or a Member of a Bidding Consortium, as the case may be, the Bidding Company or
Member shall continue to be an Affiliate of the Financially Evaluated Entity till execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

### 2.2. Submission of Bid by the Bidder

2.2.2. The information and/or documents shall be submitted by the Bidder as per the formats specified in Section 4 (Formats for RFP) of this document.

2.2.3. Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures / pamphlets. Non-adherence to formats and/or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

2.2.4. The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements to the satisfaction of the Procurer and shall furnish unconsolidated/consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditor’s report, etc., as the case may be, of Bidding Company or each Member of a Consortium or Financially Evaluated Entity for the last three (3) financial years immediately preceding the Bid Deadline for the purpose of calculation of Networth.

2.2.5. Bid submitted by a Bidding Consortium

2.2.5.3. The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Format 4.12). There shall be only one Lead Member which shall continue to hold fifty one percent (51%) equity in the Project Company up to a period of one (1) years after commencement of supply of power as per provisions of Clause 2.7 of this RFP and the PPA. Each Member of the consortium shall be required to hold their respective equity shareholding in the Project Company up to a period of one (1) year after commencement of supply of power as per provisions of Clause 2.7 of this RFP and Clause 1.07 of the PPA. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.

Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of the other Members.

Provided further that the Consortium Agreement shall not be amended without the prior written approval of the Procurer.
2.2.5.4. The Lead Member shall designate one person to represent the Consortium in its dealings with the Procurer. The person designated by the Lead Member shall be authorized through a Board Resolution (as per Clause 2.4.2.3(A)(A)(iv)(a)) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format 4.11 in favor of the Lead Member issued by the other Members of the Consortium.

2.2.5.5. The Bid shall also contain a Board Resolution as per Format 4.14 from each Member of the Consortium confirming that the RfP & RfP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to by them.

2.2.5.6. Point of contact in case of Bidding Consortium

In case of Bid being submitted by a Consortium, the Lead Member of the Consortium shall be the single point of contact for the purposes of the Bid process, before the date of signing of last of the RFP Documents. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of the Procurer and the Procurer shall not bear any liability whatsoever on this account.

2.2.6. Bid submitted by a Bidding Company

2.2.6.3. The Bidding Company should designate one person to represent the Bidding Company in its dealings with the Procurer. The person so designated shall be authorized through a Board resolution (as per Format 4.14) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Bidding Company, etc.

2.2.7. Clarifications and Pre-bid Meeting

2.2.7.3. The Procurer will not enter into any correspondence with the Bidders, except to furnish clarifications on the RFP and RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFP and RFP Documents in writing, through a letter or by fax (and also soft copy by e-mail) to reach the Procurer at the address, date and time mentioned in Clause 2.16.1. For any such clarifications or amendments, the Bidder should adhere to the Format 5.11 of the RFP. For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Deadline on account of clarifications sought in accordance with this Clause 2.2.7.

2.2.7.4. The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), which will take place on date, time and venue as notified by the Procurer.

2.2.7.5. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders.

2.2.7.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
2.2.7.7. The Procurer is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

2.2.8. The drafts of the following RFP Documents have been attached to this RFP;
   a. PPA as per Format 5.10 Enclosure -1;

   Upon finalization of the RFP Documents after the amendments as envisaged in Clause 2.3, the Procurer will upload the final RFP Documents.

2.2.9. Incorporation of a Project Company

2.2.9.3. In case of the Successful Bidder being a Bidding Consortium, it shall, within Thirty (30) days of the issue of the Letter of Intent, incorporate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid. In case the Project Company has already been incorporated prior to the submission of the Bid as specified in the Consortium Agreement such Project Company shall be responsible to execute the RFP Documents. The investment in the Project Company shall be as per provisions of the Consortium Agreement and shall be subject to the provisions of Clause 2.7 of this RFP.

   In case of the Successful Bidder being Bidding Company and choosing to incorporate a Project Company for supply of power, it shall incorporate the Project Company within Thirty (30) days of the issue of the Letter of Intent. In case the Project Company has already been formed by such Bidding Company prior to the submission of the Bid, the Bidding Company shall provide the details of such Project Company in its Bid. The investment in such Project Company incorporated by the Successful Bidder may be from any of the Affiliates/ Parent and / or Ultimate Parent and shall be subject to the provisions of Clause 2.7 of this RFP.

2.2.9.4. The Project Company shall execute the RFP Documents and be responsible for supply of power to the Procurer as per the provisions of the PPA.

2.2.10. Within thirty (30) days of the issue of the Letter of Intent, the Successful Bidder/ Project Company, as the case may be, shall:
   a. Provide a valid Contract Performance Guarantee as per the provisions of Clause 2.13 of this RFP; and thereafter

   b. Execute the PPA and other RFP Documents in required number of originals so as to ensure that one original is retained by each party to the agreement(s).

   Provided that, if for any reason attributable to the Procurer, the above activities are not completed by the Successful Bidder(s)/ Project Company within the above period of thirty (30) days of the issue of Letter of Intent as mentioned in this Clause, such period of thirty (30) days shall be extended, on a day for day basis till the end of the Bid validity period.

2.2.11. All stamp duties payable for executing the RFP Documents shall be borne by the Successful Bidder.
2.2.12. If the Successful Bidder(s) / Project Company fails or refuses to comply with any of its obligations under Clauses 2.2.9 and 2.2.10, and provided that the Procurer and / or other parties to the respective RFP Documents are willing to execute the said documents, such failure or refusal on the part of the Successful Bidder/ Project Company shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the Procurer shall be entitled to invoke the Bid Bond of the Successful Bidder(s) / Project Company.

2.3. **Amendment of RFP**

2.3.2. The Procurer, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFP, including the timelines specified in Clause 2.8.2, by issuance of addendum / modification / errata and / or a revised document. Revisions or amendments in the Bidding Guidelines may cause the Procurer to modify, amend or supplement this RFP, including the RFP Documents to be in conformance with the Bidding Guidelines. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to which the RFP has been issued and shall be binding on them. Such documents shall also be made available on the same website, i.e. www.mppmcl.com. The Procurer shall not be responsible for any delay in receipt of the addendum / modification / errata and / or revised document and receipt of the same by the Bidders shall be presumed by the Procurer upon taking all reasonable steps to notify the Bidders in accordance with the means mentioned in the preceding sentence. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, the Procurer may, at its discretion, extend the Bid Deadline. Late receipt of any addendum / modification / errata and / or revised document will not relieve the Bidder from being bound by that modification or the Bid Deadline.

2.3.3. In case Bidders need any further clarifications not involving any amendments in respect of the final RFP and RFP Documents, they should ensure that written request for such clarification is delivered to the Procurer at least ten (10) days prior to the Bid Deadline as mentioned in Clause 2.8, the Procurer may issue clarifications only, at its sole discretion, which is considered reasonable by it. Any such clarification issued shall be sent to all the Bidders to whom the RFP has been issued. Such clarifications shall also be made available on the same website, i.e. www.mppmcl.com. Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received. There shall be no extension in Bid Deadline on account of clarifications sought as per this clause.

2.4. **Bidding Process**

2.4.2. **Bid Formats**

2.4.2.3. The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in Clause 2.10. The Bid shall comprise of the following:

(A) **Envelope I  Non-Financial Bid comprising of:**
i. Covering Letter as per prescribed Format 4.10

ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 4.11.

In the event any Member of the Bidding Consortium is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

iii. Bank Guarantee (Bid Bond) in the form as per Format 4.15;

iv. Board Resolutions, as per prescribed formats enclosed as Format 4.14 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid;

b. Board resolution from each of the Consortium Members except the Lead Member in favour of the person authorised to execute the Power of Attorney in favour of the Lead Member.

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

d. Board Resolutions from Parent and /or Affiliate (whose credentials have been used), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.

v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 4.12 along with board resolution from each Member of the Consortium for participating in consortium;

vi. Format for Qualification Requirements as per Format 4.13, as applicable;

vii. A disclosure statement as per Format 4.17 regarding participation of any related companies in this bidding process;

viii. Details of generation source as prescribed in Format 4.18;

ix. In case Bidder is offering capacity from more than one generation source,
following formats shall be submitted separately for each generation source and placed in Envelope I.

i) Board Resolution as per Format 4.14

ii) Bid Bond as per Format 4.15

iii) Details of the generation source as per Format 4.18

x. Final RFP and PPA documents uploaded by the MPPMCL shall be signed by the Authorised Signatory and returned to MPPMCL as part of technical Bid in Envelope I.

(B) Envelope II – Financial Bid as per Format 4.16.

The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid as per the prescribed Format 4.16, duly signed by an authorized signatory.

i. The Bidder shall submit their Quoted Tariff at the Delivery Point and shall specify the same in its Financial Bid as prescribed in Format 4.16 of this RFP;

ii. More than one Bid can be submitted by the Bidder for supply of power provided that not more than one Bid from a Bidder is from the same generation source and each Bid is separately submitted in accordance with this Clause 2.4.2.3.

iii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder from various generation sources.

iv. The Bidder may quote for any quantum of power up to the Requisitioned Capacity for the entire term of the PPA, subject to the Minimum Bid Capacity.

v. From each generation source, the Bidder may submit fractions of total capacity offered which it is willing to supply at the same quoted tariff as specified in Format 4.16.

2.4.2.4. The Quoted Tariff, as in Format 4.16, shall be an all inclusive Tariff up to the Delivery Point and no exclusions shall be allowed. The Bidder shall take into account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. It shall also include any applicable transmission costs and transmission losses (if any) from the generation source up to the Delivery Point. Availability of the inputs necessary for supply of power shall be ensured by the Seller and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the plant location must be reflected in the Quoted Tariff. Commencement of Supply of Power to Procurer

The Seller shall at all times be responsible, at its own cost and risk for the commencement of supply power to the Procurer as per the terms of the PPA.

2.4.3. Wherever information has been sought in specified formats, the Bidders shall furnish the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.
2.5. **The Bidder should note that:**

a. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, the Procurer reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.

b. If for any reason the Bid of any Successful Bidder is rejected or Letter of Intent issued to such Successful Bidder is cancelled, the Procurer may:
   i. Consider the next lowest Financial Bid from other than the Successful Bidder(s) whose Bids are responsive and valid; or
   ii. Annul the bid process; or
   iii. Take any such measure as may be deemed fit in the sole discretion of the Procurer, as applicable.

c. The Procurer reserves the right to accept the offer of the Bidder for any quantum of power up to the quantum offered by it, subject to the Minimum Bid Capacity, and considering the balance Requisitioned Capacity (after considering the quantum of power offered by Successful Bidder(s) in Clause 3.14.4).

d. Bid submitted by the Bidders, within the Bid Deadline, shall become the property of the Procurer and shall not be returned to the Bidders;

e. Language of the Bid shall be English only;

f. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.10;

g. The Procurer may, at its sole discretion, ask for additional information/document and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Tariff shall be sought or permitted by the Procurer.

h. Non submission and / or submission of incomplete data/information required under the provisions of the RFP shall not be construed as waiver on the part of the Procurer of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.

i. The Procurer may verify the Bidder’s financial data by checking with the Bidder’s lenders / bankers / financing institutions/any other person as necessary.

j. The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to the Procurer at the address provided in Clause 2.16 of this RFP immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue.
RFP for procurement of Solar power for long term under ‘Case 1-RE’

of this RFP or from the date on which it was made available on www.mppmcl.com, it shall be considered that the issued document, complete in all respects, has been received by the Bidder.

k. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

2.6. Bidder to inform itself fully

2.6.2. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.

2.6.3. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India.

In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 1956, the Customs Act, the Foreign Exchange Management Act 1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the Land Acquisition Act 1984, the regulations framed by regulatory commissions and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. The Procurer shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

2.6.4. The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to Procurer. The Procurer shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up of the generation facilities and/ or supply of power.

2.7. Minimum Equity holding/Equity Lock-In

2.7.2. The aggregate equity shareholding of the Selected Bidder in the issued and paid up
equity share capital of the Seller shall not be less than fifty one percent (51%) from Effective Date up to a period of (1) one year after commencement of supply of power.

2.7.3. In case of a Bidding Consortium, none of the Members shall be allowed to divest its equity shareholding upto one (1) year from the COD of the Project. In case of a Bidding Company, any investing entity(ies) shall be allowed to divest its equity as long as the Bidding Company holds the minimum aggregate equity specified in Clause 2.7.2 above.

2.7.4. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Ultimate Parent Company or Parent Company (ies). If the Successful Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company (ies), the Successful Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified above are still maintained.

2.7.5. If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the Project Company to another Affiliate or to the Parent Company / Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate/ Parent Company/ Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

All transfers of shareholding of the Project Company by any of the entities referred to above shall be after prior written permission from the Procurer.

2.7.6. For computation of effective equity holding, the equity holding of the Successful Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in the Seller shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Successful Bidder A directly holds thirty percent (30%) of the equity in the Seller, then holding of Successful Bidder A in the Seller shall be thirty percent (30%);

If Successful Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in the Seller, then, for the purposes of ascertaining the minimum equity / equity lock-in requirements specified above, the effective equity holding of Successful Bidder A in the Seller shall be fifteen percent (15%), (i.e., 30%*50%).

2.7.7. The provisions as contained in this clause shall override the terms of the Consortium Agreement submitted as a part of Bid.

2.7.8. The provisions contained in Clause 2.7.2 to Clause 2.7.7 shall not be applicable if the Bidding Company is a Trading Licensee or in case of a Bidding Company bidding on its own name, meeting all Qualification Requirements on its own and not forming a separate Project Company. However the Trading Licensee in such case shall ensure
that similar provisions as contained in Clause 2.7.2 to Clause 2.7.7 are incorporated in the exclusive Power Purchase Agreement submitted by the Trading Licensee along with its Bid. In such case, the aforesaid provisions shall be applicable with respect to the majority investor in the entity developing the generation source from where the power is proposed to be supplied by the Bidder as mentioned in the Bid by the Trading Licensee. Such majority investor shall be identified and specified in the power purchase agreement submitted by the Trading Licensee.

2.8. Due Dates

2.8.1 The Bidders should submit the Bids so as to reach the address specified below by 1500 hrs(IST) on 12.02.2014:

Executive Director (IPC)
Shakti Bhawan, Block No.11, 1st Floor, Rampur,
Jabalpur, Madhya Pradesh (M.P.), India- Pin 482008

2.8.2. The following shall be the time schedule for completion of the bidding process

<table>
<thead>
<tr>
<th>Event</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of issue of RFP</td>
<td>$T_0$</td>
</tr>
<tr>
<td>Submission of written request for clarification/amendments if any, on the RFP / RFP</td>
<td>$T_0 + 15$ days</td>
</tr>
<tr>
<td>Pre-Bid Meeting(s) (if required)</td>
<td>January 27, 2014</td>
</tr>
<tr>
<td>Revision of RFP and RFP Documents (if required) and issuance of revised RFP and RFP Documents</td>
<td>February 03, 2014</td>
</tr>
<tr>
<td>Bid submission and opening of Non Financial Bid</td>
<td>February 12, 2014 ($T_1$)</td>
</tr>
<tr>
<td>Short listing of Successful Bidder(s) and issue of LOI</td>
<td>$T_1 + 30$ days</td>
</tr>
<tr>
<td>Signing of RFP Documents</td>
<td>$T_1 + 60$ days</td>
</tr>
</tbody>
</table>

2.9. Validity of the Bid

2.9.1 The Bidder shall submit the Bid which shall remain valid up to one hundred and twenty (120) days after the Bid Deadline (“Bid Validity”). The Procurer reserves the right to reject any Bid which does not meet the aforementioned validity requirement.

2.9.2. The Procurer may solicit the Bidders’ consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the Procurer, the Procurer shall not be entitled to invoke the Bid Bond. A Bidder accepting the Procurer request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by
the Procurer and further undertake not to participate in any bid process as per Clause 2.1.2.4 within seven (7) days of such request, failing which the Bid shall not be considered as valid.

2.10. **Method of Submission**

2.10.1. Bids are to be submitted in a single closed cover envelope (as mentioned in Clause 2.10.2) containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) each one duly closed separately. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) should be transcribed in the following way;

**Envelope I (Non-Financial Bid)**

<table>
<thead>
<tr>
<th>Superscript</th>
<th>“Bid for selection of Seller(s) for procurement of power on long term basis under ‘Case 1-RE’ bidding procedure”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>Due for opening on</td>
<td></td>
</tr>
</tbody>
</table>

**Envelope II (Financial Bid)**

<table>
<thead>
<tr>
<th>Superscript</th>
<th>“Bid for selection of Seller(s) for procurement of power on long term basis under ‘Case 1-RE’ bidding procedure”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>Due for opening on</td>
<td></td>
</tr>
</tbody>
</table>

Envelope I: Non Financial Bid

Envelope II: Financial Bid

In case the Bidder is offering capacity from more than one generation source, the Financial Bid from different sources should be sealed in separated envelopes and these envelopes shall be placed in Envelope II.

2.10.2. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) (mentioned in Clause 2.10.1) for the Bid to be submitted by Bidders should be packed in a single closed cover envelope, with the following superscript:

“Bid for selection of Seller(s) for procurement of power on long term basis under ‘Case 1-RE’ bidding procedure”

Due for opening on .......... [Insert date of opening of Non-Financial Bid] 
........................................
........................................

[Insert Name, Designation and Address of the designated authority of the Procurer, as
applicable]

“Name of the Bidder ...........................................

[Insert name of Bidder]

2.10.3. The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach the Procurer by the Bid Deadline. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. The Procurer shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.

2.10.4. It may be noted that Non-Financial Bid (Envelope I) shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information / documents, the Procurer shall not be responsible for premature opening of the Financial Bid.

2.10.5. All pages of the Bid, except for the Bid Bond (Format 4.15), 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. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.

2.10.6. Bidders shall submit the Bid one (1) original plus one (1) copy, duly signed by the authorized signatory of the Bidder. The original Bid shall be clearly marked “ORIGINAL”, and all other copies are to be clearly marked “COPY OF BID”. In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.

2.10.7. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the Procurer as per Clause 2.5(g).

Provided that a Bidder shall always have the right to withdraw or modify its Bid before the Bid Deadline. In cases where the Bid is withdrawn by the Bidder before the Bid Deadline, then such Bid shall be returned unopened.

2.10.8. If the outer cover envelope or Envelope I (Non-Financial Bid) or Envelope II (Financial Bid) is not closed and not transcripted as per the specified requirement, the Procurer will assume no responsibility for the Bid's misplacement or premature opening.

2.11. Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, and finalization and execution of the RFP Documents, etc., the Procurer shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

2.12. Bid Bond
RFP for procurement of Solar power for long term under ‘Case 1-RE’

2.12.1. Each Bidder shall submit the Bid accompanied by Bid Bond, as per Format 4.15 for an amount derived on the basis of Rs. 20 Lakh per MW of the offered capacity issued by any of the Banks listed in Format 5.4. In the case of a Consortium, the Lead Member shall furnish the Bid Bond as stipulated in the RFP, on behalf of the Consortium Members as per the Consortium Agreement. In case the Bidder is offering capacity from more than one generation source, the Bid Bond shall be submitted separately for each capacity. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.

2.12.2. The Bid Bond may be invoked by the Procurer, without any notice, demure, or any other legal process upon occurrence of any of the following:

- In case the Successful Bidder is a Bidding Company choosing to incorporate a Project Company and in case of a Bidding Consortium: “Failure to incorporate the Project Company as a legal entity within Thirty (30) days of issue of Letter of Intent;
- Failure to furnish the Contract Performance Guarantee as per Clause 2.13; or
- Failure to execute the RFP Documents subject to the provisions of Clause 2.2.12; or
- Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 2.5.

2.12.3. The Bid Bonds of all Bidders, whose Bids are declared non-responsive, shall be returned and released by the Procurer within thirty (30) days after the date on which the Financial Bids are opened.

2.12.4. The Bid Bonds of all unsuccessful Bidders shall be returned and released by the Procurer within a period of thirty (30) days of the occurrence of the earlier of the following:

a) submission of the Contract Performance Guarantee as per Clause 2.13 of the RFP and the execution of the RFP Documents (as applicable) by the Successful Bidder(s); or
b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders.

2.12.5. The Bid Bonds of all Bidders shall be returned and released by the Procurer within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by the Procurer.

2.12.6. The Bid Bond of the Successful Bidder(s) shall be returned on the submission of Contract Performance Guarantee as per Clause 2.13 of the RFP and the provisions of the PPA.

2.13. Contract Performance Guarantee (CPG)

2.13.1. Within thirty (30) days of issue of Letter of Intent, the Successful Bidder(s) either on his/their own behalf or on behalf of the Seller, shall provide to the Procurer the
Performance Guarantee in the format provided in the Format 5.3, for an amount derived on the basis of Rs. 75 Lakh per MW of the Contracted Capacity, which shall be provided to the Procurer for the amount calculated pro-rata (and rounded off to the nearest one lakh with the principle that amounts below Rs. 50,000/- shall be rounded down and amounts of Rs. 50,000/- and above shall be rounded up), in the ratio of their Allocated Contracted Capacities. The Performance Guarantee shall be initially valid for a period of three (3) months after the Scheduled Delivery Date and thereafter shall be dealt with in accordance with the provisions of the PPA. The Performance Guarantee shall be issued by the banks listed in Format 5.4.

2.13.2. In case the Successful Bidder is unable to obtain the Contract Performance Guarantee for the total amount from any one bank specified in Format 5.4, the Successful Bidder may obtain the same from not more than three (3) banks specified in Format 5.4.

2.13.3. Non submission of the CPG by the Successful Bidder(s) as per the provisions of Clause 2.13 may lead to the invocation of the Bid Bond, cancellation of the Letter of Intent of such Successful Bidder(s) by the Procurer, and thereafter, the provisions of Clause 2.5 (b) shall be applicable.

2.14. Opening of Bids

2.14.1. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) shall be opened as per the following time schedule and at the venue where the Bids are required to be submitted, as specified in Clause 2.8, in the presence of one representative from each of such Bidders who wish to be present:

Opening of Envelope I (Non-Financial Bid): 15.30 hours (IST) on 12.02.2014

Opening of Envelope II (Financial Bid): 15.30 hours (IST) on 25.02.2014 or such other dates as may be intimated by the Procurer to the Bidders.

In the event of any of above dates falling on a day which is not a working day or which is a public holiday, the Bid shall be opened on the next working day at the same venue and time.

2.14.2. The following information from each Bid shall be read out to all the Bidders at the time of opening of Envelope I (Non-Financial Bid) and Envelope II (Financial Bid):

- Name of the Bidder including Members of the Bidding Consortium, if applicable
- Details of the Bid Bond (applicable only for Envelope I)
- Quantum of power offered and its source (applicable only for Envelope II)
- Details of Injection Point
- Quoted Tariff (applicable only for Envelope II)

2.15. Right to withdraw the RFP and to reject any Bid

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

2.16. **Enquiries**

2.16.1. Written clarifications on the RFP and RFP Documents as per Clause 2.2.7 may be sought from:

Executive Director (IPC)
Telephone: **0761-2702402, 2702400.**
Tel-Fax: 0761- 2667511
E-mail: rmehta@mptradeco.com

Executive Director (IPC)
Shakti Bhawan, Block No.11, 1st Floor, Rampur,
Jabalpur, Madhya Pradesh (M.P.), India- Pin 482008

2.17. The Procurer reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RFP and make its own judgment regarding the interpretation of the same. In this regard the Procurer shall have no liability towards any Bidder and no Bidder shall have any recourse to the Procurer with respect to the selection process. The Procurer shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. The Procurer’s decision in this regard shall be final and binding on the Bidders.

2.18. **Confidentiality**

2.18.1. The parties undertake to hold in confidence this RFP and RFP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;

c) disclosures required under applicable Law,

without the prior written consent of the other parties of the concerned agreements.

Provided that the Successful Bidder(s) agrees and acknowledges that any of the Procurer may at any time, disclose the terms and conditions of the RFP and RFP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.
SECTION – 3

EVALUATION CRITERIA
SECTION 3

3. **Evaluation Criteria**

3.10. **Bid Evaluation**

The evaluation process comprises the following four steps:

- **Step I** - Responsiveness check
- **Step II** - Bid Evaluation of Non-Financial Bid
- **Step III** - Evaluation of Financial Bid
- **Step IV** - Successful Bidder(s) selection

3.11. **STEP I – Responsiveness check**

The Bid submitted by the Bidder shall be scrutinised to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RFP.

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

1. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, valid Bid Bond, Consortium Agreement
2. Bid not received by the due date and time
3. Bid having Conflict of Interest
4. Bid being conditional in nature
5. Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium
6. Bidder delaying in submission of additional information or clarifications sought by Procuer as applicable;
7. Bidder makes any misrepresentation as specified in Clause 2.5(a).

3.12. **STEP II – Evaluation of Non Financial Bid**

3.12.1. Step II (Evaluation of Non-Financial Bid - Envelope I) will be carried out considering the information furnished by Bidders as prescribed under Section 4 (Formats for Bid Submission). This step would involve evaluation of the Bid of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 2 of this RFP.

3.13. **Step III - Evaluation of Financial Bid**

3.13.1. Financial Bids (Envelope II) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, as per the timelines indicated in this RFP, or such other date as may be intimated by Procuer to the Bidders. The evaluation of Financial Bid shall be carried out based on the information furnished in Envelope II (Financial Bid).

3.13.2. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.4.2.3(B) of this RFP. Any Bid not meeting any of the requirements as per Clause 2.4.2.3(B) of this RFP may cause the Bid to be considered
3.13.3. The Bidders shall quote the Tariff as specified in Format 4.16.

**3.14.  STEP IV – Successful Bidder(s) Selection**

3.14.1. Bids qualifying in Step III shall only be evaluated in this stage.

3.14.2. The Tariff quoted in all Financial Bids of Qualified Bidders shall be ranked from the lowest to the highest.

3.14.3. The Bidder with the lowest Tariff shall be declared as the Successful Bidder for the quantum of power (in MW) offered by such Bidder in its Financial Bid.

3.14.4. The selection process of the Successful Bidder as mentioned above in Clause 3.14.3 shall be repeated for all the remaining Financial Bids of Qualified Bidders until the entire Requisitioned Capacity is met or until the time when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.

3.14.5. At any step in the process in Clause 3.14.4, in case the Requisitioned Capacity has not been achieved and the offered capacity of the Bidder with the lowest Tariff amongst the remaining Financial Bids is larger than the balance Requisitioned Capacity, any fraction or combination of fractions offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Capacity.

3.14.6. The selection process shall stand completed once the Requisitioned Capacity has been achieved through the summation of the quantum offered by the Successful Bidders or when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.

At any step during the selection of Successful Bidder(s) in accordance with Clauses to 3.14.2 to 3.14.6, the Procurer reserves the right to increase / decrease the Requisitioned Capacity by up to twenty percent (20%) of the quantum. Any increase / decrease in the Requisitioned Capacity exceeding twenty percent (20%) of the quantum can be made only with the approval of the MPERC.

Provided however in case only one Bidder remains at any step of the selection process and the balance Requisitioned Capacity exceeds the Minimum Bid Capacity, Financial Bid(s) of such Bidder shall be referred to Appropriate Commission and the selection of the Bidder shall then be at the sole discretion of the Appropriate Commission.

3.14.7. The Letter(s) of Intent shall be issued to all such Successful Bidder(s) selected as per the provisions of this Clause 3.14.

3.14.8. There shall be no negotiation on the Quoted Tariff between the Procurer and the Bidder(s) during the process of evaluation.

3.14.9. Each Successful Bidder shall unconditionally accept the LOI, and record on one (1) copy of the LOI, “Accepted Unconditionally”, under the signature of the authorized signatory of the Successful Bidder and return such copy to the Procurer within seven (7) days of issue of LOI.

3.14.10. If the Successful Bidder, to whom the Letter of Intent has been issued does not fulfill
any of the conditions specified in Clauses 2.2.9 and 2.2.10, the Procuer reserves the right to annul the award of the Letter of Intent of such Successful Bidder. Further, in such a case, the provisions of Clause 2.5(b) shall apply.

3.14.11. The Procuer, in its own discretion, has the right to reject any or all Bids if the Quoted Tariff are not aligned to the prevailing market prices.
SECTION - 4

FORMATS FOR BID SUBMISSION
4. Formats for Bid submission

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder’s compliance with the Qualification Requirements set forth in Clause 2.1 of Section 2 and other Bid submission requirements specified in the RFP.

i. Format of Covering Letter (Format 4.10)

ii. Formats for Power of Attorney (Format 4.11)

iii. Format for the Consortium Agreement (Format 4.12)

iv. Format for Qualification Requirement (Format 4.13)

v. Format for Board Resolutions (Format 4.14)

vi. Format for Bid Bond (Format 4.15)

vii. Format for Financial Bid (Format 4.16)

viii. Format for Disclosure (Format 4.17)

ix. Details of generation source (Format 4.18)

A Bidder may use additional sheets to submit the information for its detailed response.
4.10. Format of Covering Letter

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

Date: ________________

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

…………………………
…………………………
Tel.#:
Fax#:
E-mail address#

To

…………………………
…………………………
[Insert name and address of the Procurer]

Sub: Bid for supply of power on long term basis through tariff based competitive bidding process under Case 1-RE bidding procedure in response to RFP dated…………………….[Insert date in dd/mm/yyyy].

Dear Sir,

We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RFP and RFP Documents for supply of power on long term basis through tariff based competitive bidding process for meeting the requirements of the Procurer hereby submit our Bid comprising of Financial Bid and Non-Financial Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

1. We give our unconditional acceptance to the RFP, dated [Insert date in dd/mm/yyyy] and RFP Documents attached thereto, issued by the Procurer, as amended. In token of our acceptance to the RFP Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that the Seller shall execute such RFP Documents as per the provisions of the RFP and provisions of such RFP Documents shall be binding on us.

2. Bid Bond

We have enclosed a Bid Bond of Rs. . (Insert Amount), in the form of bank guarantee no…………….(Insert number of the bank guarantee) dated ………… [Insert date of bank guarantee] as per Format 4.15 from ………… (Insert name of bank providing Bid Bond) and valid up to……………………in terms of Clause 2.12 of this RFP. The offered quantum of power by us is…………………………………………………………MW (Insert total capacity offered)
RFP for procurement of Solar power for long term under ‘Case 1-RE’

(details of bid bond to be given separately in case the Bidder is offering capacity from more than one generation source)

3. We have submitted our Financial Bid strictly as per Format 4.16 of this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the Procurer 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 fulfill our obligations with regard to supply of power.

5. 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 Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 2.6 of RFP have been fully examined and considered while submitting the Bid.

6. Contact Person

Details of the contact person are furnished as under:

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

7. We are enclosing herewith the Non Financial Bid (Envelope I) and Financial Bid (Envelope II) containing duly signed formats, each one duly closed separately, in one (1) original + ...... (.....) [Insert number] copies (duly attested) as desired by you in the RFP for your consideration.

8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Procurer.

9. 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 errors or omissions in our Bid.

10. (Insert in case the Bidder is not a Trading Licensee) “We undertake that we shall not submit any bid, on the basis of the same generation source and quantum of power from such source as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.”

Madhya Pradesh Power Management Company Limited
(Insert in case the Bidder is a Trading Licensee) “We undertake that we shall not submit any bid, on the basis of power purchase agreement submitted along with our Bid for the same quantum of power and generation source specified therein, for any other bid process till the selection of the Successful Bidder(s) and issue of LOI, or till the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.

11. (Insert in case the Bidder is a Trading Licensee) We undertake that the power purchase agreement submitted by us as part of the Non Financial Bid is for the exclusive purpose of supplying power to the Procurer under this bid process.

12. We confirm that our Bid meets the following conditions:

a. The Scheduled Delivery Date is not later than the date specified in the RFP, subject to the provisions of the PPA.

b. The quantum of power offered in our Bid is equal to or greater than the Minimum Bid Capacity and is for the following offered capacity.

<table>
<thead>
<tr>
<th>Generation Source</th>
<th>Offered Capacity in MW</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>……MW</td>
</tr>
<tr>
<td>2</td>
<td>……MW</td>
</tr>
<tr>
<td>…</td>
<td>……MW</td>
</tr>
<tr>
<td>Total of all Generation Sources</td>
<td>……MW</td>
</tr>
</tbody>
</table>

13. We confirm that the Financial Bid(s) conform(s) to all the conditions in the RFP including:

a) Financial Bid(s) is/are in the prescribed Format 4.16, and is submitted duly signed by the authorised signatory.

b) Financial Bid(s) is/are unconditional.

14. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and twenty (120) days from the Bid Deadline.

15. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in Clause 2.4.1, of this RFP.

16. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller’s event of default under PPA, and consequent provisions of PPA shall apply.

Dated the _________ day of _________ , 2014
Thanking you,
We remain,

Yours faithfully,
(Signature, Name and Designation of Person Authorized by the board as per Clause 2.4.1.1 (A) iv (a))
4.11. Format for Power of Attorney to be provided by each of the other Members of the Consortium in favor of the Lead Member

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT M/s……………………having its registered office at .............................................and M/s……………………having its registered office at............., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ...... (insert name of the Consortium) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated   and having agreed to appoint M/s..................as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.........a company incorporated under the laws of .................and having its Registered /Head Office at .............as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RFP (in the event selected as the qualified Bidder). We also authorize the said Lead Member to undertake the following acts

i) To submit Bid on behalf of Consortium Members.

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

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

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

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

For and on behalf of Consortium Member
M/s……………………

........................

(Signature, Name and Designation of Person

Authorized by the board as per Clause 2.4.1.1 (A) iv (b))

{Name:}

Designation:

Place:
RFP for procurement of Solar power for long term under ‘Case 1-RE’

Date:

Accepted

....................

(Signature, Name, Designation and Address of the person authorised by the board of the Lead Member as per Clause 2.4.1.1 (A) iv (a))

Attested

....................

(Signature of the executant)

....................

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

Place: ------------
Date: ------------.
4.12. Format for the Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN
M/S.................., M/S.........................,
M/S..................AND M/S.................. 
FOR (.................................)
AS PER CLAUSE 2.2.4

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this…… day.........of ............2014 between M/s.................... a company incorporated under the laws of ................. and having its Registered Office at ................. (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns), M/s .......... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and M/s.a Company incorporated under the laws of and............... having its Registered Office at................. (hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the RFP and in the event of selection as Successful Bidder to comply with the requirements as specified in the RFP and ensure execution of the RFP Documents as may be required to be entered into with the [Insert “Procurer” as applicable].

Party 1, Party 2, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS the................. [Insert “Procurer” as applicable] desired to procure power on long term basis through tariff based competitive bidding process.

WHEREAS, the [Insert “Procurer” as applicable] had invited Bids, vide RFP dated .... [Insert date] issued to [Insert the name of purchaser of RFP]

AND WHEREAS Clause 2.2.4 of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Contract Performance Guarantee as required as per the provisions of the RFP, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Successful Bidder by the .......................................................... [Insert “Procurer”as applicable], we the
Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s. .................................................. (Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of .......... (the names of all the other Members of the Consortium to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.

3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

4. *(Insert as applicable)* The Consortium shall be responsible to incorporate a Project Company as a legal entity as per the provisions of the RFP, within Thirty (30) days of issue of LOI provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

**OR**

The Consortium has incorporated a Project Company by the name ..........(Insert name of the Project Company) to undertake the responsibilities and obligations for supply of power as per the provisions of the RFP Documents.

The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of equity holding in the Project Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party 1</td>
<td>..........</td>
</tr>
<tr>
<td>....</td>
<td>..........</td>
</tr>
<tr>
<td>Party n</td>
<td>..........</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

*[If the Bidder is offering capacity from different sources, the above table has to be filled in separately for each generation source.]*
5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead Member shall be liable to meet the equity obligation.

6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

7. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.

8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at ............... [Procuer to insert relevant name of place] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

9. It is hereby agreed that the Lead Member shall furnish the Bid Bond, as stipulated in the RFP, on behalf of the Consortium.

10. It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Contract Performance Guarantee on behalf of the Seller in favor of the Procuer, as stipulated in the RFP and PPA. The Lead Member shall be responsible for ensuring the submission of the CPG on behalf of all the Consortium Members.

11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the PPA, unless expressly agreed to the contrary by the Procuer.

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

13. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexe hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the supply of power envisaged in the RFP Documents.

14. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.

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

This Consortium Agreement

(a) has been duly executed and delivered on behalf of each Party hereto and constitutes the
legal, valid, binding and enforceable obligation of each such Party,

(b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;

(c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Procurer:

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of .........................
has been affixed in my/our presence pursuant to the Board of Director’s resolution dated …………

(Signature)
Name: …………………………
Designation: ………………………

(Signature of authorized representative)
Name: …………………………
Designation: ………………………
Place: …………………………….
Date: ……………………………

Witness: 1.

(Signature)
Name …………………………….
Designation………..

Witness: 2.

(Signature)
Name …………………………….
Designation………..

Common Seal of …………………
has been affixed in my/our presence pursuant to the

(Signature)
Name …………………………….
Designation………..

For and on behalf of
Consortium Member (party 1)
M/s…………………………

For and on behalf of
Consortium Member (Party n)
M/s…………………………

2 Separate witness for each Consortium Member should fill in the details
RFP for procurement of Solar power for long term under ‘Case 1-RE’

resolution dated ........................
..................................................................................
(Signature) ...........................................................................................................
..................................................................................................................
(Signature of authorized representative)

Name: Name:
Designation: Designation:
Place:
Date:
WITNESS
1. .................................................. (Signature)
   Name ...........................................
   Designation.................................
2. .................................................. (Signature)
   Name ...........................................
   Designation.................................

Attested: .........................................
........................................................................................................
(Signature)
(Notary Public)
Place: ...........................................
Date: .............................................
4.13. FORMAT FOR QUALIFICATION REQUIREMENT - A. NETWORTH

[on the letter head]

To,

…………………[Insert name and address of Procurer]

Dear Sir,

Sub: Bid for procurement of power on long term basis through tariff based competitive bidding process in response to the RFP dated .... [Procurer to insert date].

We submit our Bid / Bids for the total capacity of ………..MW [Insert total offered capacity in MW; for Bids from multiple generation source, mention sum total of offered capacity across all offers] for which we submit details of our Qualification Requirements.

<table>
<thead>
<tr>
<th>Generation source</th>
<th>Offered Capacity in MW</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MW</td>
</tr>
<tr>
<td>2</td>
<td>MW</td>
</tr>
<tr>
<td>...</td>
<td></td>
</tr>
<tr>
<td><strong>Total of all Generation sources</strong></td>
<td><strong>………..MW</strong></td>
</tr>
</tbody>
</table>

[Note: Applicable in case of Bidding Company]

We certify that the Bidding Company/Member in a Bidding Consortium had a minimum Networth of Rs.……….. crore (Rupees Crore) or equivalent US$ based on unconsolidated audited annual accounts of any of the last three (3) financial years …………..[Indicate last three financial years] [Strike out the financial years not applicable]. This Networth has been calculated in accordance with instructions provided in clause 2.1.2.1 of the RfP.

For the above calculations, we have considered the Networth by Bidding Company and/ or its Parent/ Affiliates for the financial year…………..as per following details:

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Relationship with Bidding Company*</th>
<th>Networth (Rs. Crore)#</th>
<th>Financial Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>....</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Networth</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the Company Secretary/ Statutory Auditor is required to be attached with the format.
# In case a Bidder offers capacity from more than one generation source, the Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.

[Note: Applicable in case of Bidding Consortium]

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

i. Name of Member:

ii. Total Networth requirement: Rs ______crores

iii. Percentage of equity commitment by the Member___%

iv. Networth requirement for the Member***: Rs. _______crores.

Generation Source : ------------

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

For the above calculations, we have considered Networth by Member in Bidding Consortium and/or Parent/ Affiliate for financial year ______ as per following details:

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Relationship with Member* (Parent/ Affiliate)</th>
<th>Networth** (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company 1</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary is required to be attached with the format.

** Networth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company and in case of more than one Financial Bid submitted by the Bidding Consortium, the Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bids.

[If a Bidder is offering capacity from different sources, the above table has to be filled in separately for each generation source.]

Yours faithfully

(Signature & Name of the person Authorised)  (Signature and Stamp of Statutory Auditor)

By the board  
Date:  
Note: Along with the above format, in a separate sheet, provide details of computation of Networth duly certified by Statutory Auditor.
B. FORMAT FOR QUALIFICATION REQUIREMENT (AS PER CLAUSE 2.1.2.1(B))

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

To,

…………………..[Insert name and address of Procuer]

Dear Sir,  

Sub: Bid for procurement of power on long term basis through tariff based competitive bidding process in response to the RFP dated …. [Procurer to insert date].

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.1.2.1B.

a. In Case of a proposed power project, the bidder shall submit the details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.1.2.1B.

b. In Case the Bidder is a Trading Licensee, the Bidder shall ensure that the entity developing the power station has met the qualification criteria as indicated above and the Bidder shall submit documentary evidence regarding the same in its Bid. (Enclose copy attested by the authorized signatory of the Bidder and copy of the exclusive power purchase agreement executed by the Trading Licensee with the supplier of power.)

c. In case of an existing power station: Documentary evidence regarding commissioning of the power station and available surplus capacity equivalent to the capacity offered in our Bid.

Yours faithfully

(Signature & Name of the person Authorised

By the board)

Date:
4.14. Format for Board Resolution

(Format for the Board resolution to be passed)

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

1. RESOLVED THAT Mr/Ms.………………., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for "Procurement of 100 MW on long term basis from Solar Energy source by the Procurer” in the country of India, including signing and submission of all documents and providing information / Bid to ---[insert name of the Procurer], representing us in all matters before --- [insert name of the Procurer], and generally dealing with ---[insert name of the Procurer] in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the Bidding Company)

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. (To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity is 100%)

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

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

And

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

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company/Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for “Procurement of 100 MW on long term from Solar Energy source by the Procurer” and confirm that all the equity investment obligations of M/s (Insert Name of Bidding Company/Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the Contract Performance Guarantee required to be submitted as per Clause 2.13 of the RfP and confirm that in the event of failure by ---- M/s (Insert Name of Bidding Company/Consortium Member(s)) to submit the Contract Performance Guarantee, we shall submit the Contract Performance Guarantee. *(To be passed by the Parent/Affiliate(s) whose financial credentials have been used.)*

Certified true copy

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

**Notes:**

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/Director.

2) Memorandum and Articles of Association of the Bidder and its Parent/Affiliate(s) whose credentials have been used should be submitted.

3) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

4) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.
4.15. Format for Bid Bond

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the (Insert name of the Bidder) submitting the Bid inter alia for supply of power on long term basis through tariff based competitive bidding process for meeting the requirements of Procurer in response to the RFP dated [Insert date of RFP] issued by [Insert name of the Procurer as applicable], (hereinafter referred to as Procurer) and such Procurer agreeing to consider the Bid of [Insert the name of the Bidder] as per the terms of the RFP, the (Insert name and address of the bank issuing the Bid Bond, and address of the head office) (hereinafter referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to the Procurer or its authorized representative at …….[Insert Name of the Place from the address of Procurer] forthwith on demand in writing from the Procurer or any representative authorized by it in this behalf an amount not exceeding Rupees (Rs ) only [Insert amount not less than as calculated as per Clause 2.12 of RFP], on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including (Insert date of validity of Bid Bond in accordance with Clause 2.12 of this RFP) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank 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 concerned parties.

Our liability under this Guarantee is restricted to Rupees . (Rs...) only. Our Guarantee shall remain in force until….. [Date to be inserted as per clause 2.12] or its authorized representative shall be entitled to invoke this Guarantee until….. [Insert Date, which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Procurer or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer or its authorized representative.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jabalpur 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, liquidation, winding up, dissolution 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, the Procurer or its authorized representative 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 to enforce any security held by [Insert “Procurer” as applicable] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by the Procurer to any entity to whom it is entitled to assign its rights and obligations under the RFP Documents.

The Guarantor Bank hereby agrees and acknowledges that ………… [Insert name of Procurer] shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs..........................(Rs only) and it shall remain in force until........ [Date to be inserted on the basis of Clause 2.12 of 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 [Insert “Procurer” as applicable] or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ….. day of …..at………

**Signature**

Name:

Designation with Bank Stamp

Attorney as per power of attorney No. ........................

For:

.......................... [Insert Name of the Bank]

**Banker’s Stamp and Full Address:**
4.16. Format for Financial Bid

Total capacity of power (in MW) offered by the Bidder: _______ MW (_______MW) [To be inserted both in words and figures]

[Insert Capacity in MW and Tariff in INR/KWh for each generating source]

<table>
<thead>
<tr>
<th>Generation source</th>
<th>Name of Interconnection Point, Injection Point and Delivery Point</th>
<th>Offered Capacity (in MW)</th>
<th>Tariff in INR/KWh</th>
<th>Location wise fractions of the offered total capacity of power (in MW) [To be provided in words and figures]*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>...[Interconnection Point],....[ Injection Point] and ......[Delivery Point]</td>
<td></td>
<td></td>
<td>....MW, ....MW, ...</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total of all Generation sources</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The Procuer can contract the total capacity of power offered by the Bidder or any combination of the fractions of the offered total capacity.

(Signature, Name & Designation of the person Authorised By the board)

Place: ....................
Date: ....................

Instructions:

a) The Bidder may quote for any quantum of power up to the Requisitioned Capacity but not less than the Minimum Bid Capacity.

b) The quoted tariff shall be valid for the full contract period of 25 years.

c) The Bidder may submit options for fractional capacity (offered part quantum) which it is willing to supply at the same quoted tariff. The number of options for fractional capacity is left to the discretion of the Bidder.

d) The Quoted Tariff in Rs./kWh shall be provided up to three (3) decimal points.

e) All pages of this Format shall be signed by the authorized signatory in whose name Power of Attorney as per Clause 2.4.2.3 is issued.

f) The Bidder shall not be allowed to submit different Quoted Tariffs for power proposed to be supplied from the same generation source. The Bidder shall submit different Financial Bids for power proposed to be supplied from different generation sources.

g) The contents of this format shall be clearly typed.

Madhya Pradesh Power Management Company Limited
4.17. Format for Disclosure

(On the Letter Head of Bidding Company / Each Member in a Bidding Consortium)

Disclosure

To: ..........................................
(Insert name and address of the Procurer)

Sub: Bidders’ Disclosure for Bid for supply of power to Procurer in response to the RFP dated … [Insert date]

We hereby declare that we do not have direct or indirect relationship with any of the companies participating separately in this Bid from the same generating source.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our Bid will be rejected and if LoI has been issued, the same will be cancelled and the available bank guarantees will be encashed.

(Signature & Name of the person Authorised By the board)
4.18. Details of the generation source

(Note: In case of Bidder being a Trading Licensee, details in this format is to be furnished by the Bidder in relation to the supplier of power with whom the power purchase agreement has been executed by the Trading Licensee)

Details of generation source

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars</th>
<th>Details (to be furnished by the Bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Location of power station (Specify place, district and state)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>No. of existing/ proposed units and installed capacity of each unit (in MW)</td>
<td>Existing Sl. No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Proposed Sl. No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
<td>Quantum of power contracted with other purchasers, if any (in MW)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Details of surplus capacity (in MW)</td>
<td></td>
</tr>
</tbody>
</table>

Signature:
Name:
Designation:
Date:
Place:

(Signature & Name of the person Authorised By the board)
SECTION - 5
FORMATS FOR BIDDERS INFORMATION AND REFERENCE
SECTION 5

5. **Formats for bidder’s information and reference**

The following formats and enclosures are provided for Bidder’s information and reference and also to provide assistance in preparation of its Bid.

i. RFP Documents (Format 5.10)

ii. Format for clarifications/ amendments on the RFP/RFP Documents (Format 5.11)

iii. Format for Contract Performance Guarantee (Format 5.12)

iv. List of Banks (Format 5.13)

v. Illustration of Affiliates (Format 5.14)
5.10. Formats for RFP Documents

ENCLOSURE 1:- Power Purchase Agreement (PPA)
5.11. Format for Clarifications/ Amendments on the RFP/RFP Documents

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Document</th>
<th>Clause No. and Existing provision</th>
<th>Clarification required</th>
<th>Suggested text for the amendment</th>
<th>Rationale for the Clarification or Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This format shall be used for submission of request for clarifications/amendments on the draft RFP Documents as per the provisions of Clause 2.2.6.1 of this RFP.

.............................................(Signature & Name of the person Authorised by the Board)
5.12. Format for Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country. To be provided separately in the name of each of the Procurer, in proportion to their Contracted Capacity)

In consideration of the …………………….. [Insert name of the Successful Bidder with address] agreeing to undertake the obligations under the PPA and the other RFP Documents and …………………………….. [Insert name of Procurer](herein after referred to as Procurer), agreeing to execute the RFP Documents with the Successful Bidder for procurement of power on long term basis through tariff based competitive bidding process for meeting the requirements of the Procurer, the ………………………………. [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to the Procurer at ……………………[Insert address of Procurer] forthwith on demand in writing from the Procurer or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ………………………….. only [Insert the amount of the bank guarantee computed on the basis of seventy five (75) lakhs/MW with respect to the Contracted Capacity of the Procurer as per the terms of PPA] on behalf of M/s. …………………………………. [Insert name of the Successful Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including …………………………….. [Insert date of validity of CPG] and shall in no event not be tereminable by notice or any change in the constitution of the Bank or the term of the PPA 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 Rs. ……………….. (Rs. ……………………… only). Our Guarantee shall remain in force until …………………………….. [Insert the date of validity of the Guarantee as per Clause 2.13 of the RFP]. The Procurer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jabalpur 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, liquidation, winding up, dissolution 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 the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder/Seller, to make any claim against or any demand on the Successful Bidder/Seller or to give any notice to the Successful Bidder/Seller or to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder/Seller.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by the Procurer to any entity to whom it is entitled to assign its rights and obligations under the PPA.

The Guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. …… crores (Rs…… crores only) and it shall remain in force until [Date to be inserted on the basis of Article … of PPA], with an additional claim period of thirty (30) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by …….. [Insert name of the Successful Bidder/Seller]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this …………………. day of ……………………………... at …………………………

Witness

Signature
Name:
Designation with Bank Stamp

Attorney as per power of attorney No. ……………………..

For:
…………………………………………….[Insert Name of the Bank]

Banker’s Stamp and Full Address:
Dated this ………………………day of ………………. 20

Notes:
  i. The Stamp Paper should be in the name of the Executing Bank. This date shall be one (1) month after the Bid Validity.
5.13. List of Banks

1. Scheduled Commercial Banks

SBI and Associates
1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore

Nationalised Banks
9. Allahabad Bank
10. Andhra Bank
11. Bank of India
12. Bank of Maharashtra
13. Bank of Baroda
14. Canara Bank
15. Central Bank of India
16. Corporation Bank
17. Dena Bank
18. Indian Bank
19. Indian Overseas Bank
20. Oriental Bank of Commerce
21. Punjab National Bank
22. Punjab and Sind Bank
23. Syndicate Bank
24. Union Bank of India
25. United Bank of India
26. UCO Bank
27. Vijaya Bank
2. **Foreign Banks**
   1. BNP Paribas
   2. Citi Bank N.A.
   3. Deutsche Bank A.G.
   4. The Hongkong and Shanghai Banking Corporation Ltd.
   5. Standard Chartered Bank
   6. ABN Amro Bank N.V.
   7. UFJ Bank Ltd.
   8. Sumitomo Mitsui Banking Corporation
   9. Societe Generale
   10. Barclays Bank
   11. Bank of Novascotia

3. **Scheduled Private Banks**
   1. ING Vysya Bank Ltd.
   2. ICICI Bank Ltd.
   3. HDFC Bank Ltd.
   4. IDBI Bank Ltd.
   5. Axis Bank
   6. Kotak Mahindra Bank
   7. IndusInd Bank
   8. Yes Bank

4. **Other Banks**
   1. Ab Bank Ltd.
   2. Bank Of America N A
   3. Bank Of Ceylon
   4. City Union Bank Ltd
   5. Commonwealth Bank Of Australia
   6. Credit Agricole Corporate And Investment Bank
   7. Dbs Bank Ltd
   8. Development Credit Bank Ltd.
9. Dhanlaxmi Bank Ltd.
10. Jp Morgan Chase Bank N A
11. Karnataka Bank Ltd.
12. Krung Thai Bank Public Company Ltd.
13. Mashreq Bank Psc
14. National Australia Bank
15. Shinhan Bank
16. Sonali Bank Ltd.
17. State Bank Of Mauritius Ltd.
18. Syndicate Bank
19. The Bank Of Nova Scotia
20. The Catholic Syrian Bank Ltd.
21. The Federal Bank Ltd.
22. The Hongkong And Shanghai Banking Corporation Ltd.
23. The Jammu & Kashmir Bank Ltd.
24. The Karur Vysya Bank Ltd.
25. The Lakshmi Vilas Bank Ltd.
26. The Nainital Bank Ltd.
27. The Ratnakar Bank Ltd.
28. The Royal Bank Of Scotland
29. The South Indian Bank Ltd.
30. Tamilnad Mercantile Bank Ltd.
5.14. Format for illustration of Affiliates

```
Indirectly controls
“Bidder”

100%

Controls directly
“Bidder”

26%

Bidder

Is controlled directly by
“Bidder”

26%

Is under direct common
control with “Bidder”

100%

Is controlled indirectly
by “Bidder”

100%

Is under direct common
control with “Bidder”
```

Indirectly controls
“Bidder”

26%
Section 6

OTHER PROVISIONS
Section 6

6.0 OTHER PROVISIONS

6.1. Facilitation by Nodal Agency
In case the bidder is developing projects in MP, as per policy of GoMP, the State Nodal Agency New and Renewable Energy Department of Madhya Pradesh (MPNRED) will provide necessary support to facilitate the development of the Solar PV/Solar Thermal Projects, subject to policies of Government of Madhya Pradesh in this regard. This shall include facilitation in the following areas:

- Access to sites
- Land acquisition for the project
- Allocation of Water

However, Project Developer will also be required to act in completion of above activities and they shall not be absolved from their responsibility towards timely completion of project.

6.2 Grid Connectivity
Seller(s) shall be responsible for arranging transmission access from the Injection Point to the Delivery Point. Such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.

6.3 The Successful Bidder(s) shall ensure the interconnectivity with MP Transco /Discoms Grid for evacuation of power as well as protection of their Solar Power Plant. Seller before financial closure, shall submit a letter from STU/CTU/Transmission Utility conforming technical feasibility of connecting of plant to Grid Substation.

6.4 Delivery Point/Metering Point shall be the point at 33kV or above in MP periphery i.e. interconnection point of CTU- MPSTU or direct MPSTU. However the transmission charges if applicable, as well as losses to the Delivery Point shall be borne by the Developers.

In case of projects outside the state of Madhya Pradesh, metering point shall be at the interconnection point. However the transmission charges if applicable, as well as losses up to the Delivery Point shall be borne by the Developers.

6.5 Transmission Line
The developer shall be responsible to arrange 33kV or above transmission line from the Power Plant Generating Substation to nearest 132/33 kV or 220/132kV or 400/220/132kV CTU/STU Grid Sub Station. Cost of Transmission line will be borne by developer.

6.6 Sharing of CDM Benefits
The proceeds of carbon credit from approved CDM project shall be shared between generating company and procurer as per regulations of MPERC applicable on date of submission of financial bid.