

**Request for Proposal  
For  
Selection of a firm to provide Transaction Advisory  
Services for development of 950 MW Ground  
Mounted Solar PV park with Battery Energy Storage  
Solution at Chhatarpur District in the State of  
Madhya Pradesh**

by

**Rewa Ultra Mega Solar Ltd.**

**F/RUM/2021/REP/09-006/814**

**Issue date: 07/10/2021**

**OFFICE OF THE EXECUTIVE ENGINEER,  
REWA ULTRA MEGA SOLAR LTD., Bhopal (M.P.)  
Urja Bhawan, near - 5 no. bus stop, Shivaji Nagar,  
Bhopal – 462016**

## Table of Contents

1.	Background.....	4
2.	Objective .....	4
3.	Conditions of Eligibility of Bidder.....	5
4.	Schedule of Selection Process.....	9
5.	Scope of Services.....	10
6.	Deliverables.....	10
7.	Submission of Deliverables.....	10
8.	Duration of the Consultancy Contract.....	11
9.	Criteria for Evaluation .....	11
12.	General Conditions.....	17
13.	Taxes Duties & Levies: .....	17
14.	Confidentiality and Authenticity of Data and Documents.....	17
15.	Conflict of Interest .....	17
16.	Rights of RUMSL.....	18
17.	Termination of Consultancy Contract.....	18
18.	Dispute Resolution .....	19
19.	Liquidated Damages.....	19
20.	Extension of Consultancy Contract .....	19
21.	Application Submission .....	19
22.	Validity.....	20
23.	Amendments to the RFP.....	20
24.	Consultancy Contract Value.....	20
25.	Payment Terms.....	20
26.	Obligation of the RUMSL.....	21
27.	Liability of the Consultant .....	21
28.	Visit to site.....	21
29.	Knowledge transfer.....	21
30.	Force majeure.....	22
36.	Special Terms & Conditions / Specific Criteria.....	24
1.	Format for Covering Letter .....	27
2.	Format for Details of Applicant .....	29
3.	Format for Statement of Legal Capacity.....	31

4.	Format for Experience of the Firm .....	32
5.	Format for Team Composition and detailed Curriculum Vitae .....	33
6.	Format of Curriculum Vitae.....	34
7.	Format for Power of Attorney.....	36
8.	Format for Bank Guarantee .....	38
9.	Format for evaluating Eligibility of bidder (as per clause 3.2).....	40
10.	Format for Count of Assignments performed for Technical Evaluation.....	43
11.	Format for Affidavit for not being blacklisted.....	45
12.	Format for Consortium Agreement.....	46
13.	Format for Financial Proposal.....	49
14.	Instructions for submitting tender online.....	50
	Schedule 1: Terms of reference for scope of services .....	53
	Schedule 2: Deliverables.....	62
	Schedule 3: Team Composition .....	63

# **Request for Proposal for “Selection of a firm to provide Transaction Advisory Services for development of 950 MW Ground Mounted Solar PV park with Battery Energy Storage Solution at Chhatarpur District in the State of Madhya Pradesh”**

---

## **1. Background**

Rewa Ultra Mega Solar Limited (RUMSL) is a JV of Solar Energy Corporation of India (SECI) and Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL). RUMSL is a Solar Power Park Developer (SPPD) designated by MNRE for the state of Madhya Pradesh. RUMSL has successfully implemented 750 MW Rewa Solar Park in Rewa and 250 MW solar park in Mandsaur. RUMSL is also developing three solar parks with an aggregate capacity of 1,500 MW in Agar, Shajapur and Neemuch districts of Madhya Pradesh. Madhya Pradesh has a vast potential of renewable energy. It has the present installed capacity of wind and solar being more than 5000 MW and is considered as one of the most prominent state for the renewable energy industry. In addition to ground-mounted solar projects, RUMSL is aiming at developing floating solar and hybrid renewable energy projects in the state. The state is taking all necessary steps to exploit the renewable energy resources for the maximum benefit.

RUMSL has planned to develop a new ground mounted solar park at Chhatarpur district of Madhya Pradesh. RUMSL will provide solar park infrastructure as per Ministry of New and Renewable Energy (MNRE)’s solar park guidelines, and the developers will bid and develop the solar projects, thereby contributing to the targets envisaged under the Atma Nirbhar MP vision. The execution of this project will also build the institutional and technical capability of the state to develop such projects in the future.

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

## **2. Objective**

To engage the services of a reputed consultant which can be a single company/ entity or association/consortium of companies/ entities for Transaction Advisory Services for development of 950 MW Ground Mounted Solar PV park with Battery Energy Storage Solution at Chhatarpur in the State of Madhya Pradesh to give firm nature of power to utilities.

### **3. Conditions of Eligibility of Bidder**

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

#### **I. Bid Document Fees:**

- a. The Bidder shall purchase the bidding document from <https://mptenders.gov.in/nicgep/app>. The cost of Bidding Document shall be INR 25000 + GST @ 18% i.e., total value INR 29500 only (Indian Rupees Twenty-Nine Thousand Five Hundred only).
- b. The bid document is non-transferrable and proof of payment of purchase of bid document shall be provided along with the bid. Non-submission of the same shall provide right to RUMSL to outrightly reject the bid.

#### **II. Bid Security:**

- a. The Bidder shall furnish, as part of its Proposal, a Bid Security of ₹ 5,00,000 (Indian Rupees Five Lakhs) online on <https://mptenders.gov.in>.
- b. Any Proposal, not accompanied by the Bid Security, shall be treated as non-responsive and summarily rejected;
- c. The bid security instrument should be initially valid for 90 days from the date of opening of the technical proposal; and the bidder shall extend the validity on request of RUMSL, if required;
- d. The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that, without prejudice to any other right of the RUMSL or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by RUMSL under the following conditions:
  - If a Bidder withdraws its Proposal during the period of its validity and as extended by the Bidder from time to time; or

- In the case of a Bidder being selected, and fails to sign the Agreement/Work order within 10 days from issuance of work order/Notice to Proceed or fails commence the assignment within 10 days from the signing of Agreement/ Work order.
  - The Bid Security will be returned to the Selected Bidder on receipt of acceptance on Work Order along with submission of Performance Security of required amount.
- e. The Bid Security shall be auto-refunded by MP Tenders to the unsuccessful Bidder.

### **III. Technical and Financial Bidding Parameters:**

- a. The Consultant can be a single bidding Company or Partnership firm or LLP firm, or an association of upto three Companies or Partnership firms or LLP firms in any combination. The association may be in the form a consortium or a sub-consultancy arrangement. However, an association of entities shall clearly nominate a Lead entity which shall be solely responsible for purposes of proposal submission. As well as performance of contract, if awarded, the bidding entity / members of the bidding association should each be a Company registered under Companies Act, 1956/2013 or a Limited liability Partnership registered under the LLP Act, 2008 or a Partnership firm registered under the Partnership Act, 1932. In cases of consortium, a letter of undertaking for association as per annex should be submitted by the bidder.
- b. The Consultant must have the following experience (*in case of a consortium, minimum eligibility criteria shall be met by jointly by all the consortium companies unless otherwise specified*).
- i. Minimum average annual turnover of not less than ₹ 100 Crores (Lead Consultant, in case of a Consortium), in consultancy businesses from its Indian operation during the last three (3) consecutive financial years. The documentary evidence in the form of certificate from the Statutory Auditor of the Consultant certifying the revenues from the consultancy services during each of the last three (3) financial years shall need to be provided;

- ii. Positive Net-Worth from its Indian operations during the last three (3) financial years
- iii. Energy or power advisory experience of more than ten (10) years including experience of transaction and bid process management support for large power sector projects including large solar projects/solar rooftop projects/floating solar projects either with central/state utility/energy dept or state/central nodal agency in India. In case of consortium, any one member should fulfil this criterion;
- iv. Should have minimum two (2) completed or ongoing assignments related to Battery Energy Storage Solutions (BESS)/Pump Energy Storage globally. Bidder should meet this criteria in last 5 years (i.e. on or after 1<sup>st</sup> April 2016).
- v. Assisted on bid process management for two (2) successfully completed projects in Power Sector with cumulative approved / sanctioned project cost of minimum Rs 500 Cr in last 5 years (i.e. on or after 1<sup>st</sup> April 2016) with State/Central Govt utilities in India

**OR**

have assisted on two (2) Projects (project cost of minimum Rs 500 Cr.) of a Private Developer being developed under bidding of RE projects or RE parks by SECI/NTPC/similar entity, which have been executed with the support from development agencies and bilateral/multilateral funding agencies viz. World Bank, GIZ, USAID, KfW in India Cr in last 5 years (i.e. on or after 1<sup>st</sup> April 2016).

- vi. Successfully completed at least One (1) Transaction Advisory Services in development of Ground Mounted Solar PV Park/Floating Solar PV Park of Capacity at least 500 MW to State/Central Govt utilities in India. Transaction Advisory Should include but not limited to following – Technical due diligence, bid process management, regulatory support etc in last 5 years (i.e. on or after 1<sup>st</sup> April 2016).

- vii. Successfully completed at least two (2) consultancy projects in regulatory assistance to central/state nodal agency/ department in making regulatory submissions on renewable energy project development or policy issues to the Central Regulatory Commission or Regulatory Commission of an Indian state.

**Note:**

- *Only experiences accompanied by valid work completion certificates from the clients or as specified below will be considered for the purpose of eligibility and evaluation.*
  - *Work Order/Contract supplemented with a copy of payment/receipt register duly signed by the authorized signatory of the bidder (Lead bidder in case of Consortium)*
  - *Any publicly available document confirming the completion of last milestone under the contract*
  - *Support letter or email confirmation from the client on successful completion of contract or last milestone.*
- *For Ongoing assignments, Work order accompanied by certificate duly signed by the authorized signatory of the bidder (Lead bidder in case of Consortium) for the payment made till the experience period sought by the bidder will be considered.*

**IV. Team Composition:**

- a. RUMSL wish to engage Seven (7) number of experts of the Consultant as per the criteria as described in Schedule 3.
  - b. Skills and competencies of experts: Experts proposed in the proposal to become a part of engagement team of Consultant must meet skills and competencies as described in Schedule 2 (Team Composition). Only projects and experiences associated with the completed/installed projects shall be considered.
- V. Any entity, which has either been directly barred by the Central/State Government/ PSU in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal; and

- VI. A Bidder should have, from the date of submission of proposal, during the last three (3) years, neither failed to perform on any agreement (as evidenced by imposition of a penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the Bidder) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Bidder. A letter of undertaking in this regard on Company letterhead (all JV partners in their individual letterhead in case of consortium), shall be required to be submitted along with the bid duly signed by the authorized representative of the entity.

#### 4. Schedule of Selection Process

<b>A.</b>	Issue of RFP Document	07/10/2021
<b>B.</b>	Prebid Meeting	21/10/2021 at 15:00 Hrs.
<b>C.</b>	Time and date for submission of application	<b>Technical Bid is required to be submitted in online</b> completed in all aspects on or before <b>11:00 Hrs of 28/10/2021.</b>  <b>Financial Bid shall be submitted online only on or before 11:00 Hrs of 28/10/2021,</b> through <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a> <b>(Please refer to instructions for submission of tender online given at the end of RfP)</b>
<b>D.</b>	Time and date for opening of the Technical Bids.	29/10/2021 at 11:00 Hrs.
<b>E.</b>	Time and date for presentation	To be intimated separately
<b>F.</b>	Time and date for opening of the Financial Proposal.	To be intimated separately
<b>G.</b>	Validity of Proposal	Minimum 90 calendar days from Proposal submission deadline.

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

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

## **5. Scope of Services<sup>1</sup>**

5.1. The consultancy services required for the following solar parks:

- Development of 950 MW ground mounted solar park with Battery Energy Storage Solution at Chhatarpur district

5.2. The detailed scope of services is as per the “Terms of reference for scope of services” as outlined in Schedule 1.

## **6. Deliverables**

6.1. In consultation with RUMSL, Consultant will prepare a monthly progress report covering progress against the work plan agreed in the inception report.

6.2. The deliverables as defined in Schedule 2 are to be submitted by the Consultant as part of this assignment in addition to the monthly progress report.

## **7. Submission of Deliverables**

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

- All technical and financial models and data used for the techno-commercial assessment of all components of solar parks and individual solar projects within the park
- Data/Model related to the assessment of Energy Storage Solution, sizing of the storage requirement suitable for various application such as Peak Power Management of MP Discom, RTC Power, minimization of DSM related penalties etc.
- Data related with evacuation and connectivity related studies
- Bid document for selection of Solar Park Developer
- Project Agreements – Power Procurement Agreement, Land Use Permission Agreement, Coordination Agreement, Implementation Support Agreement etc.
- Deviation Petition, if any, to be filed before applicable Electricity regulatory Commission

---

<sup>1</sup> **Note:** The consultant must provide monthly updates to RUMSL on the status of the respective project and deliverables.

- Summary of the Deviation Petition having comparison w.r.t. Standard Bidding Guidelines
  - All drawing & charts shall be made in good quality (at least 100 GSM or above) of chart paper in A0 size and submit each set-in folder.
  - AutoCAD drawings in dwg and pdf file format.
  - All raw data, edited data, processed data and final plotting charts etc. of survey results, shall be submitted along with final charts in soft copy.
  - All investigation reports carried out at the project site
  - All study reports, if any
- 7.2. RUMSL reserves the right request the information in other digital formats (maps/xlsx, etc.) depending on the requirements.

## 8. Duration of the Consultancy Contract

- 8.1. The duration of the consultancy contract would be for a period of Twelve **(12) months**, from the date of issuance of Notice to Proceed by RUMSL. To account for any unexpected delays in decision/approvals from various entities the duration of the assignment shall be extended on mutually agreed terms between the consultant and RUMSL in line with **Clause 20**.

## 9. Criteria for Evaluation

### 9.1. Evaluation of Technical Proposals

9.1.1. In the first stage, the Technical Proposal will be evaluated based on Consultant's experience, presentation and financial capability. Only those Consultant whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ).

9.1.2. Scoring of Technical Proposals would be done only for the Eligible Bidders who fulfils the eligibility criteria mentioned in clause 3.

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

Sl.	Technical Proposal Evaluation Parameter	Maximum technical score <sup>2</sup>
-----	---	--------------------------------------

<sup>2</sup> **For Scoring of marks (for Firm)**, marks shall be allotted only if minimum two (2) credentials under each evaluation category are provided. Credentials shall be for the period from 1<sup>st</sup> April 2016 onwards shall be considered for evaluation.

Further, mutually exclusive assignments will be allotted with full marks (i.e. 2 marks) and non-mutually exclusive assignments shall be allotted with 50% of full marks (i.e. 1 marks) on each event of repetition.

1.	<p>Consultancy projects for Central / State Governments / Union Territory / Central Govt PSU or Central govt owned companies / State govt owned PSU or companies or Nigams / Private Organisation/ bilateral or multilateral funded projects where end beneficiary client is a central/state govt. utility, involving transaction advisory services in the power sector including both renewable and non-renewable energy. Transaction advisory services must comprise technical as well as financial assessment of the project of at least 50 MW in a single park/ assignment.</p>	<p><b>Maximum Marks 10;</b> 2 Marks for each assignment; first five credentials shall be evaluated.</p>
2.	<p>Consultancy projects on technical assessment or pre-feasibility study or DPR studies of utility scale ground mounted solar project or park of at least 50 MW anywhere in India. The assignments must involve work, such as geotechnical, groundwater, hydrological &amp; flood assessment; or technical and electrical layout of renewable energy plant, including power evacuation, etc.</p>	<p><b>Maximum Marks 6;</b> 2 Marks for each assignment; first three credentials shall be evaluated</p>
3.	<p>Consultancy projects in regulatory assistance to central/state nodal agency/ department in making regulatory submissions on renewable energy project development or policy issues to the Central Regulatory Commission or Regulatory Commission of an Indian state.</p>	<p><b>Maximum Marks 6;</b> 2 Marks for each assignment; first three credentials shall be evaluated</p>
4.	<p>Consultancy projects experience in conducting modelling and simulation of BESS or any other energy storage technology for power transmission / distribution utilities / Funding agencies globally.</p>	<p><b>Maximum Marks 6;</b> 2 Marks for each State/assignment; first three credentials shall be evaluated</p>
5.	<p>Consultancy projects experience in assisting Indian state utilities on bid process management along with preparing</p>	<p><b>Maximum Marks 6;</b></p>

	bid documents for deployment Energy Storage Solutions	2 Marks for each State/assignment; first three credentials shall be evaluated
6.	Consultancy projects experience covering works related to technical design, hardware / software, technical specifications design, testing processes of Battery energy storage systems or any other commercially viable energy storage solution	<b>Maximum Marks 6;</b> 2 Marks for each assignment; first three credentials shall be evaluated
7.	Presentation before RUMSL to understand the Proposal	<b>Maximum 20 marks</b>
8.	Team and experience	<b>Maximum 40 marks</b>
	a) Team Leader	<b><u>Years of Experience</u></b> <b>Maximum Marks 6;</b> 4 marks for 10 years of relevant experience and 1 mark for each additional year of experience.
		<b><u>Number of assignments</u></b> <b>Maximum Marks 4;</b> 2 marks for 3 relevant assignments and 1 mark for each additional relevant assignments.
	b) Solar Technology Expert	<b><u>Years of Experience</u></b> <b>Maximum Marks 3;</b> 2 marks for 8 years of relevant experience and 0.5 mark for each additional year of experience.
		<b><u>Number of assignments</u></b> <b>Maximum Marks 2;</b> 0.5 marks for relevant assignments

	c) Electrical cum Transmission Expert	<p><b><u>Years of Experience</u></b>  <b>Maximum Marks 3;</b>  2 marks for 8 years of relevant experience and 0.5 mark for each additional year of experience.</p>
		<p><b><u>Number of assignments</u></b>  <b>Maximum Marks 2;</b>  0.5 marks for relevant assignments</p>
	d) Geotechnical Expert	<p><b><u>Years of Experience</u></b>  <b>Maximum Marks 3;</b>  2 marks for 8 years of relevant experience and 0.5 mark for each additional year of experience.</p>
		<p><b><u>Number of assignments</u></b>  <b>Maximum Marks 2;</b>  0.5 marks for relevant assignments</p>
	e) Energy Storage expert	<p><b><u>Years of Experience</u></b>  <b>Maximum Marks 3;</b>  2 marks for 8 years of relevant experience and 0.5 mark for each additional year of experience.</p>
		<p><b><u>Number of assignments</u></b>  <b>Maximum Marks 2;</b>  0.5 marks for relevant assignments</p>
	f) Legal Expert	<p><b><u>Years of Experience</u></b>  <b>Maximum Marks 3;</b>  2 marks for 8 years of relevant experience and 0.5 mark for each additional year of experience.</p>

		<p><b><u>Number of assignments</u></b></p> <p><b>Maximum Marks 2;</b> 0.5 marks for relevant assignments</p>
	g) Commercial cum Regulatory expert	<p><b><u>Years of Experience</u></b></p> <p><b>Maximum Marks 3;</b> 2 marks for 8 years of relevant experience and 0.5 mark for each additional year of experience.</p>
		<p><b><u>Number of assignments</u></b></p> <p><b>Maximum Marks 2;</b> 0.5 marks for relevant assignments</p>
	<b>Total</b>	<b>100</b>

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

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

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

## 9.2. **Shortlisting of Consultant**

Only those Consultants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration. Such consultants shall be termed as "Technically Qualified Bidder".

## 9.3. **Least Cost Basis of Selection**

9.3.1. Financial Bids of the Technically Qualified Bidders shall be opened on the date and time as may be communicated by RUMSL.

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

9.3.3. RUMSL will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services for the initial assignment duration (as mentioned in Clause 8 of this RFP). Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant.

The Technically Qualified Bidder having the lowest financial proposal will be declared as Successful Bidder.

## **10. Award of contract to successful bidder**

10.1. RUMSL shall provide Letter of Award (LOA) to the Successful Bidder. The date of issuance of LOA shall be intimated by the RUMSL to the Successful Bidder.

10.2. The Successful Bidder has to sign the LOA and submits PBG in favour of RUMSL of required value within Ten (10) working days from the date of issuance of LOA, the RUMSL reserves the right to annul/ cancel the LOA of the Successful Bidder.

10.3. In case RUMSL cancels the LOA issued to the Successful Bidder due to its non-compliance or successful bidder fails to sign the LOA within the stipulated timeline, the capacity of such bidder will be withdrawn and the bidder will be debarred from participating in RUMSL RFPs / tenders for a period of five years and bid security shall be forfeited.

10.4. Upon acceptance of LOA by the successful Bidder, RUMSL shall issues Work Order and Notice to Proceed to the successful Bidder.

10.5. In case the successful bidder fails to accept the LOA, for any reason whatsoever, then RUMSL may offer to award the work to L-2 (i.e. Bidder having financial proposal next higher to bidder who have quoted lowest financial bid), only if L-2 bidder is ready to match the financial proposal of L-1 bidder.

10.6. RUMSL reserves the right to accept/cancel/reject any/all Bids without assigning any reason thereof.

## **11. Performance Security:**

11.1. The successful bidder has to submit Performance Bank Guarantee within 1 (One) week of acceptance of LOA or issuance of Notice to Proceed, whichever is earlier. The Performance Bank Guarantee shall be valid for 6 months which shall be modified as per requirement. The Performance Bank Guarantee shall be 10% of the Total Contract Value in the form of FDR or TDR/ Bank Guarantee (BG) of any nationalized/scheduled bank in favour of

the "Chief Finance Officer, RUMSL", payable at Bhopal. The Performance Security will be returned within ninety (90) days from the expiry of the engagement, on satisfactory completion.

## **12. General Conditions**

- 12.1. The Consultant may, with the prior written approval of the RUMSL substitute any team member with an alternate CV, either equivalent to or stronger than the original team member.
- 12.2. **RUMSL does not require any team members to be based in Bhopal at on-site client location** for the duration of the assignment. However, the team members must visit the RUMSL's Bhopal office every fortnight for at least two (2) days or as and when required by RUMSL.

## **13. Taxes Duties & Levies:**

- 13.1. All Taxes, Duties and Levies payable on account of performance of the required services by the Agency under this contract, including corporate income tax shall be payable by the Selected Bidder. The TDS shall be deducted under Income Tax Act, 1961 as per rates applicable from time to time, and the Certificate for Tax Deducted at Source (TDS) will be issued by the client to the Agency for further filing of return

## **14. Confidentiality and Authenticity of Data and Documents**

- 14.1. All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the office of RUMSL. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of CEO, RUMSL.
- 14.2. The data collected and deliverables must maintain originality – except for data in public domain or where appropriate disclosures for third party-use is mentioned – and there should not be any conflict of interest in the data collected and deliverables. RUMSL reserves the right to seek appropriate details, such as, but not limited to, the source of data, date of data collection, and the methodology adopted for data analysis to verify its quality/originality/authenticity.
- 14.3. The Consultant must bear all legal and financial consequences on RUMSL due to the wilful falsification/fabrication/misrepresentation of data or deliverables.

## **15. Conflict of Interest**

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

- 15.2. The Consultant and the Consultant's personnel shall notify RUMSL immediately of any actual or potential conflict, together with recommendations as to how the conflict can be avoided or mitigated.
- 15.3. The Consultant shall observe, in competing for and executing a contract, the laws against fraud and corruption (including bribery). The Consultant shall also furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Consultancy Contract execution.
- 15.4. In case of failure to comply with any of the above, the office reserves the right to terminate the Consultancy Contract immediately, without any financial obligations or liabilities and may also forfeit the Bid Security/Performance Guarantee provided by the Consultant.

## **16. Rights of RUMSL**

- 16.1. RUMSL reserves the right to cancel this notice, and not to proceed in the matter, at any stage accept or reject any or all applications, without giving any explanations, whatsoever. Further, RUMSL will not be held liable for any financial damages, whatsoever, caused to any party(ies) upon cancellation of this notice.
- 16.2. The RUMSL reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the RUMSL shall have no liability towards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process.
- 16.3. Bid(s) that are grossly incomplete in any respect or those that are significantly inconsistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, RUMSL reserves the right to seek additional information/ clarifications from the Bidders, if found necessary, during the course of evaluation /processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by RUMSL may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope, as per clause 21 shall be ensured, failure on this account may lead to rejection of Bid.
- 16.4. RUMSL reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by Nodal Agency will be full and final.

## **17. Termination of Consultancy Contract**

### **17.1. Termination of Consultancy Contract by RUMSL**

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

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

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

#### 17.2. Termination of Consultancy Contract by Consultant

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

- In the happening of Force Majeure event as per the RfP document which extends continuously for at least six (6) months.
- Non-payment of undisputed amount of the invoices up to 60 days by the client
- The client commits any material or persistent breach of its obligations under the Consultancy Contract

RUMSL shall be allowed 10 working days by the Consultant Organization to take corrective action causing Termination.

### **18. Dispute Resolution**

18.1. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act, 1996 and its amendments thereto.

### **19. Liquidated Damages**

19.1. RUMSL shall deduct the Liquidated Damages from the invoice amount or from the PBG (in case no amount is payable by RUMSL to the selected Bidder) @ 1 % of Contract value for delay of each week, subject to maximum of 10% of Contract Value.

### **20. Extension of Consultancy Contract**

20.1. The project is to be completed within timeline as mentioned in Clause 8 of this RFP, from the date of Notice to Proceed (NTP)/ Letter of Award whichever is later. However, the total term of contract with the consultant will be for 24 months to account for any unexpected delays in decisions/approvals from the various entities.

### **21. Application Submission**

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

- Covering letter as per attached format
  - Technical proposal, including documents showing work experience and competence in the relevant areas.
  - Application as per formats
- 21.2. Online bids are to be submitted by date and time specified in the RFP. Consultant would be intimated about the opening of the technical and financial bids.
- 21.3. Bid data should be filled in and the Bid seals (hashes) of all the envelopes and the documents which are to be uploaded by the Bidder. Bid should be submitted online within the time schedule in Bid Information Sheet.
- 21.4. Covering Letter and application form should be enclosed in Main Envelope and submitted in sealed form to the Executive Engineer (Rewa Ultra Mega Solar Limited) within the specified time limit;
- 21.5. All submission must be made ONLINE only. No offline/hard-copy submissions shall be accepted.
- 21.6. No change or supplemental information to the Response to TOR already submitted will be accepted after the scheduled date and time of submission of Response to TOR. Notwithstanding the above, the nodal office reserves the right to seek additional information from the Developer, if found necessary, during the course of evaluation of Response; and

## **22. Validity**

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

## **23. Amendments to the RFP**

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

## **24. Consultancy Contract Value**

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

## **25. Payment Terms**

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

<b>Milestone</b>	<b>Payment</b>
Notice to Proceed (NTP)	10% advance
Completion of Phase I	30%
Completion of Phase II	30%
Final Settlement Post Contract Execution <sup>3</sup>	30%

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

## **26. Obligation of the RUMSL**

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

## **27. Liability of the Consultant**

27.1. Except where there is proven misconduct, gross negligence, dishonesty or fraud on behalf of the Consultant or the personnel deployed by the Consultant, the Consultant's liability under the Consultancy Contract shall be limited to the amount of the Consultancy Contract Value and survive the termination of this Contract / completion of services for a period of one (1) year.

## **28. Visit to site**

28.1. The submission of a tender by a tenderer implies that he has read and accepted these instructions the conditions of the contract etc. and has made himself aware of the scope and specification of the work to be done and off the conditions and rates at which stores, tools and plants. Etc. will issue to him and local conditions, and availability of materials of required quality and quantity and other factors bearing the on execution of the work. The RUMSL will not after acceptance of contract pay extra charge for any reason whatsoever in case the contractor is found later on to have misjudged the actual conditions at site of work or the availability of materials etc. for work.

## **29. Knowledge transfer**

29.1. Upon termination of this Agreement, selected consultant shall return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, then such selected consultant shall delete such Confidential Information

---

<sup>3</sup> On the successful award of Letter of Award (LoA) to the winning bidder.

from any memory devices. Selected consultant shall not be permitted to continue using the Confidential Information in any way after the termination of this Agreement and this clause shall survive the termination clause 15 to the extent such survival is necessary for giving effect to such rights and obligations.

### **30. Force majeure**

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

30.2. A Force Majeure Event means one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays, the performance by the Party (the Affected Party) of its obligations under the Agreement but only if and to the extent that such events or circumstances are: (i) not within the reasonable control, directly or indirectly of the Affected Party; and (ii) could not have been avoided even if the Affected Party had taken reasonable care or complied with Good Industry Practices.

30.3. Following event shall be classified as Natural Force Majeure Events

- act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if it is declared/notified by the competent state/central authority/agency (as applicable), or verified to the satisfaction of the Procurer;
- radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Unit by the Affected Party or those employed or engaged by the Affected Party;
- the discovery of geological conditions, toxic contamination or archaeological remains on the Unit Land that could not reasonably have been expected to be discovered through an inspection of the Unit Land; or
- any event or circumstances of a nature analogous to any of the foregoing.

30.4. Following event shall be classified as Non- Natural Force Majeure Events

- any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action;
- nation/state wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or the SPD Related Parties;
- pandemic resulting in lock down or similar action ordered by any Government Authority;

### **31. Cost of bidding**

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

### **32. Language**

32.1. All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall **be in English Language**. The Agreement/Work order and all correspondence between the RUMSL and the Bidder shall be in Hindi/English language.

### **33. Zero deviation**

33.1. Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.

### **34. Fraud and corruption**

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

34.2. Defines, for the purpose of this provision, the terms set forth below as follows:

- "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a RUMSL’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- or
- acts intended to materially impede the exercise of the RUMSL’s inspection and audit rights.

34.3. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

34.4. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

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

### **35. Right to Debar from participating in RUMSL/MPUVNL NRED tender**

35.1. RUMSL reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidder may be blacklisted and debarred from participating in RUMSL any future tender/ RFP for a period of five years.

### **36. Special Terms & Conditions / Specific Criteria**

36.1. It should be noted that it is the responsibility of the Technical Consultant to be proactive and identify and execute any additional tasks that would be required in order to ensure the success of the Project. The Technical

Consultant must therefore be able to respond positively to the need for any complementary analysis that RUMSL may request in order to complete its mandate. The Technical Consultant will also be responsible for identifying information necessary to ensure the successful execution of the mandate, and to assure an exhaustive and comprehensive analysis of all issues affecting the Project.

## **Formats and instructions for Response to RFP**

---

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

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

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

# 1.Format for Covering Letter

(To be printed on letterhead of Applicant/Lead Member of Consortium having valid CIN details)

Date: (dd-mm-yyyy)

Letter Ref. No.:

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

**Sub:** Application in response to the RFP for selection of Technical Advisor for development of 950 MW Ground Mounted Solar PV park with Battery Energy Storage Solution at Chhatarpur

**Ref: RFP No.** \_\_\_\_\_, **Dated:** \_\_\_\_\_

**Kind Attention:** Chief Executive Officer, RUMSL

Dear Sir,

Having reviewed and fully understood in detail all the information provided in the RFP document, hereby submit application in full compliance with the provisions specified in the RFP for selection of **Technical Advisor for development of 950 MW Ground Mounted Solar PV park with Battery Energy Storage Solution at Chhatarpur.**

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

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

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

We, declare that the information as submitted in this application is true to the best of my knowledge. In case any information given in this application or attached

documents are found to be incorrect at any point of time, we understand that the nodal office may reject my response to TOR/Bid, and/or cancel the order, if issued.

Yours truly

*(Signature)*

*(Address)*

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

## 2.Format for Details of Applicant

(To be printed on letterhead of Applicant/ Lead Member of Consortium having valid CIN details)

#	Description	Details
1.	Name of the Applicant Registered office address: Telephone no.: Fax no.: e-mail:  Correspondence address: Telephone no: Fax no: e-mail id:	
2.	Name of the chief executive officer/ Managing Director	
3.	Type of the Applicant (Partnership/Pvt. Ltd. Co./Public Ltd. Co./Limited Liability Partnership)*	
4.	Name of directors/partners of the organization (if applicable)	
5.	Name and address for correspondence with Authorized Representative# of Applicant.  Telephone no.:  Fax no.:  Email:	

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

**Note:**

\* Attested copies of (if applicable):

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

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

^If yes, then please furnish details

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

(Name, Designation, Seal and Signature)

(Address)

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

### **3.Format for Statement of Legal Capacity**

(To be printed on letterhead of Applicant/ Lead Member of Consortium having valid CIN details)

Date: (dd-mm-yyyy)

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

Dear Sir,

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

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

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

Thanking you,

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

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

## 4.Format for Experience of the Firm

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

*(Name, Designation, Seal and Signature)*

*(Address)*

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

## 5.Format for Team Composition and detailed Curriculum Vitae

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

*Name, Designation, Seal and Signature)*

*(Address)*

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

## 6. Format of Curriculum Vitae

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

**1. Name of Staff:** \_\_\_\_\_

**2. Proposed Position**

\_\_\_\_\_  
**3. Employer:** \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education**

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

**6. Countries of Work Experience:** \_\_\_\_\_

**7. Languages:** \_\_\_\_\_

**8. Employment Record**

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

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

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

Certification:

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

{day/month/year}

---

Name of Expert  
Date

Signature

{day/month/year}

---

Name of authorized  
Date

Signature

Representative of the Consultant  
(the same who signs the Proposal)

## 7.Format for Power of Attorney

### POWER OF ATTORNEY

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

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

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

\_\_\_\_\_  
(Signature)  
(Name)  
(Designation)  
(Accepted)  
Place: \_\_\_\_\_  
Date: \_\_\_\_\_

**Specimen signatures of Authorized Signatory having power to delegate POA (For Lead bidder)**

\_\_\_\_\_  
(Signature)  
(Name)  
(Designation)  
(Name of Firm)

**Specimen signatures of Authorized Signatory having power to delegate POA (For Consortium Partner)**

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

(Name)  
(Designation)  
(Name of Firm)

**Specimen signatures of attorney attested**

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

**Note:**

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. In case the applicant is individual then separate declaration to this effect shall be required to be submitted.*
- 3. Strike-off whichever is not applicable*

## 8.Format for Bank Guarantee

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

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

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

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

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

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

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

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

S. No	Particulars	Details	Relevant page no. of the proposal (for supporting documents)
1.	Nature of Application Consortium/ Single Company (specify the nature with supporting documents)		
2.	Nature of Company (Company or Partnership firm or LLP firm)  Mention details for each consortium partners firm in case bidding as Consortium		
3.	Bid Document Fees (₹ 29,500)	Submitted/ Not submitted	
4.	Bid Security (₹ 5,00,000)	Submitted/ Not submitted	
5.	Bid Security instrument is valid for 90 days from the date of opening of the technical proposal and Bidder is providing unconditional consent extend the validity on request of RUMSL, if required	Yes/ No	
6.	Minimum average annual turnover of not less than ₹ 100 Crores (Lead Consultant, in case of a Consortium), in consultancy businesses from its Indian operation during the last three consecutive (3) financial years. The documentary evidence in the form of	Provide year wise details	

	certificate from the Statutory Auditor of the Consultant certifying the revenues from the consultancy services during each of the last three (3) financial years shall need to be provided		
7.	Energy or power advisory experience of more than ten (10) years including experience of transaction and bid process management support for large power sector projects including large solar projects/solar rooftop projects/floating solar projects either with central/state utility/energy dept or state/central nodal agency in India. In case of consortium, any one member should fulfil this criterion;		
8.	Experience of minimum two (2) ongoing or completed assignments related to Battery Energy Storage Solutions (BESS)/Pump Energy Storage globally. Lead Bidder should meet this criteria in last 5 years (i.e. on or after 1st April 2016).	List name of projects	
9.	Experience of assisting on bid process management for two (2) completed projects in Power Sector with cumulative approved / sanctioned project cost of minimum Rs 500 Cr in last 5 years (i.e. on or after 1st April 2016) with State/Central Govt utilities in India  OR  have assisted on two (2) Projects (project cost of minimum Rs 500 Cr.) of a Private Developer being developed under bidding of RE projects or RE parks by SECI/NTPC/similar entity, which have been executed with the support from development agencies and bilateral/multilateral funding agencies	List name of projects	

	viz. World Bank , GIZ, USAID, KfW in India Cr in last 5 years (i.e. on or after 1st April 2016).		
10.	Successfully completed at least One (1) Transaction Advisory Services in development of Ground Mounted Solar PV Park/Floating Solar PV Park of Capacity at least 500 MW to State/Central Govt utilities in India. Transaction Advisory Should include but not limited to following – Technical due diligence, bid process management, regulatory support etc in last 5 years (i.e. on or after 1st April 2016).		
11.	Successfully completedat least two (2) consultancy projects in regulatory assistance to central/state nodal agency/ department in making regulatory submissions on renewable energy project development or policy issues to the Central Regulatory Commission or Regulatory Commission of an Indian state.		
12.	Whether Barred by central government or state government/ department/ agency in India (declaration in attached format)		

*(Name, Designation, Seal and Signature)*

*(Address)*

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

## 10. Format for Count of Assignments performed for Technical Evaluation

S. No	Particulars	Count / Experience	Name of the project	Relevant page No. of supporting document
1.	Consultancy projects for Central / State Governments / Union Territory / Central Govt PSU or Central govt owned companies / State govt owned PSU or companies or Nigams / Private Organisation/ bilateral or multilateral funded projects where end beneficiary client is a central/state govt. utility, involving transaction advisory services in the power sector including both renewable and non-renewable energy. Transaction advisory services must comprise technical as well as financial assessment of the project of at least 50 MW in a single park/assignment.			
2.	Consultancy projects on technical assessment or pre-feasibility study or DPR studies of utility scale ground mounted solar project or park of at least 50 MW at single park anywhere in India. The assignments must involve work, such as geotechnical, groundwater, hydrological & flood assessment; or technical and electrical layout of renewable energy plant, including power evacuation, etc.			

3.	Consultancy projects in regulatory assistance to central/state nodal agency/ department in making regulatory submissions on renewable energy project development or policy issues to the Central Regulatory Commission or Regulatory Commission of an Indian state.			
4.	Consultancy projects experience in conducting modelling and simulation of BESS or any other energy storage technology for power transmission / distribution utilities / Funding agencies globally.			
5.	Consultancy projects experience in assisting Indian state utilities on bid process management along with preparing bid documents for deployment Energy Storage Solutions			
6.	Consultancy projects experience covering works related to technical design, hardware / software, technical specifications design, testing processes of Battery energy storage systems or any other commercially viable energy storage solution			

*(Name, Designation, Seal and Signature)*

*(Address)*

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

# 11. Format for Affidavit for not being blacklisted

## Affidavit

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

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

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

[CONSULTANT NAME]  
Notary Public)

(Signature of

Name:

Place:

Designation:

Date:

Signature:

## 12. Format for Consortium Agreement

### Consortium Agreement Format for Participation in

#### “Request for Proposal (RFP)

#### For

#### **Selection of a firm for Technical Advisor for development of 950 MW Ground Mounted Solar PV park with Battery Energy Storage Solution at Chhatarpur”**

(To be stamped as per the stamp act of the state where the document is made)

This CONSORTIUM AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2020.

#### **AMONGST**

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

#### **AND**

\_\_\_\_\_ Having its registered office at\_\_\_\_\_. (Hereinafter referred to as the “**Second Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the First and Second Part are collectively referred to as the “**Parties**” and each is individually referred as a “**Party**”

#### **WHERE AS,**

i. Rewa Ultra Mega Solar Ltd. (hereinafter referred to as the “**RUMSL**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its RFP No: ..... Dated: \_\_\_\_\_ for **Selection of a firm for Technical Advisor for development of 950 MW Ground Mounted Solar PV park with Battery Energy Storage Solution at Chhatarpur.**

ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**Definitions and Interpretations**

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

Meaning ascribed thereto under the above mentioned RFP.

**1. Consortium**

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

**2. Role of the Parties**

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

- a) The parties agree to submit bid as Consortium and shall assume following responsibilities:

<b>Party</b>	<b>Scope Covered</b>
<b>A. First Part</b>	
<b>B. Second Part</b>	

- b) Parties shall be evaluated for qualification against technical and financial eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by RUMSL. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.
- e) Second Part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by RUMSL.

- g)

### 3. Termination

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

### 4. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED For  
and on behalf of Lead Member by:

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

SIGNED, SEALED AND DELIVERED For  
and on behalf of Second Part:

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

### 13. Indicative Format for Financial Proposal

***This Format shall be filled online and shall not be a part of Technical Proposal***

S. No.	Description	Rs. In Lakhs (Fees Exclusive of Taxes, Cess, Duties)	Rs. In Lakhs (Taxes, Cess, Duties)	Total Rs. In Lakhs (Fees Inclusive of Taxes, Cess, Duties)
		<b>A</b>	<b>B</b>	<b>C=A+B</b>
1	Fees for Transaction Advisory Services			
<b>Total Contract Value</b>				

Total Value in Words: Indian Rupees \_\_\_\_\_ Lakhs exclusive of Taxes, Cess, Duties

Total Value in Words: Indian Rupees \_\_\_\_\_ Lakhs inclusive of Taxes, Cess, Duties

***Note: For Financial Evaluation Total Value exclusive of Taxes, Cess, Duties shall be considered. In case of discrepancy between value in "Figures" and "Words", the value is "Words" shall be considered as final.***

## 14. Instructions for submitting tender online

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

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

### REGISTRATION

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

### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>, to facilitate Consultant to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Consultant may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>.
- 2) Once the Consultant have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS

Portal <https://mptenders.gov.in/nicgep/app> to intimate the Consultant through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Consultant. Consultant can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### SUBMISSION OF BIDS

1) Bidder should log into the site <https://mptenders.gov.in/nicgep/app> well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "Online" to pay the tender fee / EMD and Processing Fee "online" as applicable.

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

the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

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

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

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

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

#### ASSISTANCE TO CONSULTANT

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

2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk 0120-4001 002, 0120-4200 462, 0120-4001 005, and 0120-6277 787. For any technical issues or Clarifications Consultant are requested to contact the [support-eproc@nic.in](mailto:support-eproc@nic.in) and [mptenders@mpsdc.com](mailto:mptenders@mpsdc.com)

In case of any query related to the Bid, please write us at [rumsinfo@mpnred.com](mailto:rumsinfo@mpnred.com).

# Schedule 1: Terms of reference for scope of services

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

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

- **Phase I** – Technical Studies and Project structuring
- **Phase II** – Transaction Implementation

**Note:** *The assignment will proceed to Phase II subject to government clearances on the proposed transaction structure and sufficient investor interest.*

In addition to the Scope of Work highlighted in the subsequent section, the consultant shall also have to undertake following responsibilities:

1. Identification of key stakeholders in consultation with RUMSL and facilitate discussions with all the key stakeholders.
2. Participation in meetings and consultations with RUMSL, MNRE, Government of Madhya Pradesh (GoMP), MPPTCL, PGCIL and/or other related entities ("Client Group").
3. Provide assistance on the technical aspects of the project as and when required
4. Coordinate with other members of the project team/consultants hired by RUMSL throughout the transaction.

## 12.2 Scope of Work

### 1. Technical Studies

#### 1.1. Phase I

##### A. Assist in Battery Energy Storage technology review

- i. Review of Battery Energy Storage technology landscape
- ii. Assess the ongoing trends and latest developments w.r.t. the deployment of the battery energy storage solutions coupled with RE projects
- iii. Undertake review of international RfPs and identify best practices in RE plus Battery Energy Storage Solution deployment

## **B. RE Storage Scoping Study**

- i. Assist in assessing the demand of the Distribution Companies and assist in sizing of the optimal RE plus battery storage capacity for development
- ii. Review of demand and supply situation for the state distribution companies and assess need for projected peak or RTC RE power, Frequency management, DSM management, etc
- iii. Conduct an integrated resource plan for the state of MP to recommend optimal duration of RE based peak/ RTC power
- iv. Make presentation to MPPMCL/Procurer(s) to explain the outcome of the scoping study and the identified storage solution (i.e., Peak Management, RTC Power, Frequency management, DSM management) for which the Bid Document shall be drafted.
- v. Streamline the scoping study with the requirement of the Procurers
- vi. Undertake modelling to determine the optimal capacity of battery storage such that the cost of procurement is minimal for desired energy storage solution
- vii. Undertake preliminary discussions with interested Bidders/Financial Institutions/Power Procurer/ other stakeholders to understand optimal contracting conditions, technical requirements, service level agreements, etc.
- viii. Suggest on structuring of the bid document for battery energy storage technology. Consultant shall have to provide pros and cons of adopting RE Storage Application (peak or RTC RE power, Frequency management, DSM management, etc) and their likely impact on the bidding in terms of competitiveness, tariff, regulations, financing etc.

## **C. Project due diligence**

- i. Visit the sites and its surrounding areas to assess the potential for development of a solar park project
- ii. Analyze the sites and its conditions to understand its characteristics in terms of accessibility (via different modes of transport), land use characteristics, availability of physical infrastructure & utilities etc.
- iii. The following set of activities are required to be undertaken (Note: The consultant will also be required to undertake respective investigation studies at the project site by employing its own resources or suitable agencies in consultation with RUMSL)
  - **Soil** - Assessment of the soil conditions and provide inputs on the type of soil along with its likely impact on the module foundation requirements
  - **Drainage** - Undertake a preliminary assessment of the drainage characteristics of the Site and address the adequacy of natural drainage with respect to the solar project along with preparation of drainage plan

- **Water** - Determine the source and means of meeting water requirements for the solar plant and estimation of water requirement during construction & operation period. Quantification of rainwater and possibility of recycling with treatment to be covered
- **Land** – Drone survey to map the project site, Map the site in Auto CAD and include information related to each land parcel (Khasra No) such as its reference number, outline and ownership status
- **Site plotting** - Conceptualize optimum plot plan for the Site which maximizes the site's generation potential while demarcating plots with similar characteristics, to the extent possible in discussion with RUMSL
- **Module placement layout** - Conceptualize and design the indicative layout that could be setup in each plot. The indicative module placement layout should be provided for different technology options (multi-crystalline and Thin Film) to ascertain the capacities that could be setup under each technology. The layout assessment shall take into account site factors such as shading, etc., with the objective of maximizing energy yield
- **Solar Resource assessment** - Evaluate and recommend the solar irradiance at the site using ground (measured) data for the nearest project location from Indian Meteorological Department or National Institute of Wind Energy of MNRE and using satellite databases like NASA, NREL, SWERA, Meteororm, 3TIER, SolarGIS etc. Assessment of the seasonal variation in solar radiation at the project's site and comparison with the available measured data of nearby meteorological stations
- **Energy Yield Assessment** - Estimate the energy yield for each technology option (one representative solar PV technology with TIER-1 manufacturer) along with justification of associated technical losses and specific address of inter annual variability of solar radiation, inverter clipping, degradation, site specific soiling losses, curtailment issues, plant and grid availability, auxiliary consumption, uncertainty, performance ratio etc. Prepare probability-based forecasts for the expected power production on an annual basis in kWh (including, P50, P75, P90 and P99 estimates).
- **System design** - Provide an indicative system design covering aspects such as string and module grouping, module aspect & inclination, inverter technology, cabling, switches, inter-connects, mounting structures, connectors, cables, array, generator connection boxes and measurement equipment

- **Evacuation Systems** - Assess the evacuation infrastructure requirement for connecting to the grid
- iv. Identify the ideal interconnection point of the solar projects either to the national grid or the state grid. This should take into account the available capacity in the grid sub-station, distance from the solar plant and accessibility.
- v. Identify the evacuation infrastructure, and associated works, required to connect the solar plant to the grid. This would include recommending the location of the solar plant sub-station and preliminary alignment of the transmission lines while taking into account transmission losses.
- vi. With the help of RUMSL coordinate with PGCIL and the state transmission utility (STU) to collect and collate data on transmission infrastructure and load flow, ensuring that necessary information is disclosed to the bidders as part of the bidding process.
- vii. Undertake studies related to the transmission infrastructure from the Solar Park to the designated substation for grid connectivity. The Consultant will also be required to review the technical studies provided by RUMSL and comment/identify on any potential impact – such as generation / transmission / connectivity power losses in the project, grid instability issue and areas of constraints in the system leading to power evacuation curtailment – on the Project.
- viii. Review the available information on site contouring and any other information prepared by consultants hired by the RUMSL and incorporate it while conceptualizing the Project
- ix. Evaluate Thin Film and Crystalline-Silicon PV technologies for their advantages, disadvantages, their suitability and expected performance at the site along with their risks and mitigation measures.
- x. Provide predictions on the plant and grid availability
- xi. Provide an assessment of the development of infrastructure facilities of the Solar Park, such as the site's access infrastructure, civil and site development activities and other infrastructure facilities and utilities (like internal and approach roads, internal pooling station(s), internal transmission cabling, water infrastructure, drainage infrastructure and other ancillary facilities). The Consultant shall provide the item wise break-up of the works along with their cost estimates in excel format in addition to the report.
- xii. Provide the detailed item wise break-up and cost estimate of the non-infrastructure related, such as modules, inverters and mounting structures, capital expenditure requirement for each type of technology which would be expensed by the winning bidder. This information shall be provided in excel format in addition to the report.
- xiii. Draw up an indicative implementation schedule of the Project
- xiv. Determine the list of operational requirements of the Solar park such as maintenance of evacuation infrastructure etc.

- xv. Determine the list of operational requirements of the Project such as module maintenance, security, water, etc., and provide an estimate of the cost of providing the same. This information needs to be provided in excel format in addition to the report.
- xvi. Aid in identifying the various technical risks and issues and suggest mitigating measures
- xvii. Assist in identifying the relevant techno-commercial aspects such as insurance requirements, annual maintenance requirements, bank guarantee requirements, etc.
- xviii. Prepare Tariff model considering all applicable expenses for indicating the prospective tariff.

## **1.2. Phase II – Transaction Implementation**

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

### **A. Technical Schedules**

- i. Prepare the relevant technical schedules on International & Indian standards, including safety standards, of the legal documents (RFQ, RFP, Petitions, PPA, and any relevant implementation agreement). This includes, but is not limited to, the following:
  - All equipment and interconnects
  - Design and Construction
  - Installation procedures/recommendations for project developers
  - Pre-commissioning tests and processes of the project
  - Operation & maintenance procedures and requirements to ensure optimum system operation for the life of the project
  - Technical criteria governing performance monitoring after installation
  - Technical issues arising from energy accounting procedures
  - The performance requirements of the system
  - Insurance requirements, Maintenance Plan requirement and other relevant techno-commercial aspects
  - All the formalities to be undertaken by SPPD/SPD for various activities related to grid integration with CTU/STU.
  - Inputs to the financial Model for the project incorporating all the receipts and expenditure.
- ii. RUMSL will be undertaking a Social Impact Assessment and will be reviewing this assessment. The Technical Consultant is expected to incorporate the key aspects emerging from this review in the bidding documents, reports and data packages to be prepared for bidders.

### **B. Data Room**

- i. Assist in maintaining the data room with adequate and up to date information related to the technical aspects. This would inter-alia include collecting necessary information from RUMSL and adding, editing and/or deleting data room information.

### **C. Bid Process and Bid Evaluation**

- i. Support in corresponding with bidders, including assisting with providing technical clarifications to bidders before and after issuance of the bid documents, preparation for as well as attendance at pre-bid meetings, site visits and assisting with responses to bidders' queries.

## **2. Regulatory & Commercial**

### **2.1. Phase I**

#### **A. Due diligence/structuring**

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

- xi. Provide inputs on the bid evaluation criteria for the project from a regulatory perspective and provide all commercial inputs required for the Bid documents

## **2.2. Phase II**

### **A. Transaction Implementation**

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

## **3. Bid Process Management/ Legal**

### **3.1. Phase I:**

#### **A. Due diligence/structuring**

- i. Conduct an issues-based legal and regulatory due diligence to understand any issues that may have a bearing on the Project, including on the sale of power, issues relating to interface between procurers applicability of Central Government Guidelines issued under section 63 of the Electricity Act (Central Guidelines). (Leverage use of the Rewa Project but will be responsible for identifying and analyzing any uncovered issues that are relevant for the Project. )
- ii. Conduct review of relevant contracts, authorizations and agreements of GoMP/appropriate agencies opine on the implications of these contracts, authorizations and agreements on the proposed Project and suggest measures to mitigate these implications in the structure or contract(s) of the project.
- iii. Review the government Land related documents and any available studies or reports on the land and opine if there are any legal implications on implementing the Project.
- iv. Identify any legal or regulatory risks associated with evacuation of power from the proposed project through Central Transmission Utility (CTU) / State Transmission Utility (STU) operated assets and suggest appropriate contractual/legal/regulatory mitigation measures or solutions to ensure Project's bankability.
- v. Identify the various approvals and clearances required to be secured for the successful development of the Project
- vi. Analyze and recommend the roles, responsibilities and risk allocation of the different stakeholders (such as between the RUMSL and private

- sector players and among private sector players themselves, in case of multiple private sector players in the Solar Park), while factoring in applicable regulations, existing contracts, governing laws and relevant precedents.
- vii. Identify any legal impediments and/or constraints that could affect private sector participation under different contractual schemes (e.g. management contract, lease or affermage, concession) and financial arrangements (tariff and asset subsidies, limited recourse private financing).
  - viii. Understand the approval process and assist, participate and/or provide inputs for discussions at various levels of the State & Central Government and regulatory agencies concerned to seek support for the Project.
  - ix. Recommend the transaction structure of the Project, including the structure of the RFP, the bid process and qualification criteria for selecting the developer, with incremental changes that may be required in order to accommodate procurers, possible use of STU instead of the CTU connection in the Solar Park and changes introduced by the Central Guidelines that might be applicable to the Project.
  - x. Based on the due diligence findings and finalisation of the transaction structure, if the GoMP decides to seek appropriate electricity regulatory commission's approval for deviations from the Central Government Guidelines, then the Legal Consultant will review and finalise a petition, to be submitted by the relevant GoMP entity to the appropriate commission. Based on discussions and corresponding iterations of the draft after each round of discussion) with RUMSL, finalise the petition to be submitted to GoMP/MPPMCL/RUMSL's separate legal counsel who would pursue the petition before the relevant appropriate commission. Once the petition is finalised and submitted to the legal counsel, the legal consultant will not be required to attend any proceedings before the appropriate commission or prepare or review any subsequent pleadings or documents in the proceedings.

### **3.2. Phase II:**

#### **A. Transaction Implementation**

- i. Prepare draft bid documents, i.e., the RFP, draft Letter of Award, the draft Implementation Support Agreement(s), draft Power Purchase Agreement(s) with MPPMCL and procurers, draft Coordination Agreement(s), Substitution Agreement and draft Land Use Permission Agreement for the use of the land by the SPD for setting up the Project for the Project, based substantially on the final issued versions of the Agar-Shajapur-Neemuch bid documents with changes if any in the transaction structure after incorporating necessary inputs on technical aspects, and commercial aspects. Depending upon the final structuring of the Project, any additional supporting/complementary agreements/documents may also be part of the assignment.

- ii. Participate in discussions with stakeholders and prepare final drafts of bid documents (mentioned in paragraph 1 above)
- iii. Finalizing the draft bid documents in consultation with RUMSL to be issued to potential bidders and if required, amend the bid documents, based on the comments of bidders
- iv. Support RUMSL in corresponding with the bidders, including provision of legal clarifications to bidders before and after issuance of RFP/bid documents, preparation for, and attendance at, pre-bid meetings and preparation of answers to bidders' legal questions, consolidate sets of queries for each contract/ bidding document, help prepare responses to the legal queries mentioned in the consolidated queries.
- v. Assist RUMSL and help the Government in conducting bidding for the Project(s) on a transparent basis. This shall include assistance in pre-qualification of bidders including evaluating the Statement of Qualifications (SOQ) of the applicants, advise on the selection of the pre-qualified bidders and prepare the legal transcript(s) that shall form a part of the Pre-Qualification Report including sound reasoning for disqualification of any bidders; undertake (post qualification) evaluation and ranking of the proposals submitted by bidding companies or consortia from a regulatory standpoint, review of proposals for compliance with RFP terms, and preparation of the legal section of the Bid evaluation report (e.g., bidders' and/or their lenders' exceptions to, or proposed modification of, draft Project Agreements included in RFP)
- vi. Provide legal opinions, if necessary – complete with review of legal precedents and case laws – on any aspect of the bid process that may require clarifications at any point during the bidding process, as requested by RUMSL
- vii. Preparation and filing of petition for seeking adoption of tariff before appropriate authority.

## Schedule 2: Deliverables

<b>Sr No.</b>	<b>Deliverable</b>	<b>Target week from Notice to Proceed</b>
1.	Notice to Proceed	Week 0
<b>2.</b>	<b>Phase 1</b>	
<b>i.</b>	Scoping study of RE plus battery storage technology	Week 6
<b>ii.</b>	Consultation with Procurer and finalization of energy storage application (peak power management, RTC Power/DSM etc.) for bid process management	Week 8
<b>iii.</b>	Draft technical due diligence report	Week 10
<b>iv.</b>	Note on recommended solar park charges	Week 12
<b>v.</b>	Final technical due diligence report	Week 14
<b>vi.</b>	Draft Legal and Regulatory/Commercial due diligence report pertaining to the sector issues and project related issues	Week 14
<b>vii.</b>	Note on Offtake and related issues	Week 16
<b>viii.</b>	Final Legal and Regulatory/Commercial due diligence report including recommendation on legal aspects of the Transaction Structure and key terms of Bid Documents	Week 18
<b>ix.</b>	Assist on Bidding process and inputs for Bid documents	Week 18
<b>x.</b>	Final Transaction Structure and key terms of Bid documents (RFQ, RFP and PPA).	Week 20
<b>3.</b>	<b>Phase 2</b>	
<b>i.</b>	Technical schedules, inputs to the documents and setting up Dataroom	Week 18
<b>ii.</b>	Filing of Deviation Petition	Week 18
<b>iii.</b>	Submission of draft Bid/Project Documents	Week 20
<b>iv.</b>	Draft replies to bidder queries	Week 22
<b>v.</b>	Final Bid/Project Documents	Week 24
<b>vi.</b>	Bid Evaluation Report	Week 26
<b>vii.</b>	Filing of tariff adoption petition before applicable Electricity regulatory Commission	As per Project Requirement

## Schedule 3: Team Composition

Sr.	Description of expert	Requirement	Number of Position
1.	<b>Team Leader</b>	<ul style="list-style-type: none"> <li>• Experience of at least 10 years of professional experience of structuring projects in solar power projects is mandatory and experience in large solar projects/solar parks is preferable.</li> <li>• Should hold a relevant master's degree in engineering or master's degree in business administration and should have substantive experience of working on assignments related to advising public sector entities on structuring and implementing infrastructure transactions. Team Lead should be from the Lead Member in case of a Consortium.</li> <li>• Experience in developing countries, especially India, and knowledge of the Indian power sector is preferable.</li> </ul>	<b>1</b>
2.	<b>Solar Technology Expert</b>	<ul style="list-style-type: none"> <li>• Experience of at least 8 years with deep understanding of the various technologies involved in the Solar PV sector, resource assessment etc.</li> <li>• Should hold a Bachelor's degree in the relevant field of engineering from a reputable institution.</li> <li>• Experience in large solar projects/solar parks is preferable</li> </ul>	<b>1</b>
3.	<b>Electrical Cum Transmission Expert</b>	<ul style="list-style-type: none"> <li>• Experience of at least of 8 years in the power sector, especially of engineering and designing of grid substations and high voltage transmission lines and development, technical analysis of grid such as load flow analysis using MATLAB/PLC/ETAP or other equivalent software</li> <li>• Should hold a Bachelor's degree in electrical engineering from a reputable institution.</li> <li>• Experience of working with ultra-mega power projects is preferable.</li> </ul>	<b>1</b>
4.	<b>Energy Storage Expert</b>	<ul style="list-style-type: none"> <li>• Experience of at least of 8 years in the power sector</li> </ul>	

		<ul style="list-style-type: none"> <li>• Should hold a Bachelor's degree in electrical or mechanical engineering from a reputable institution.</li> <li>• Should have experience in conducting modelling and simulation of Energy Storage Solution for power transmission / distribution utilities / Funding agencies in India</li> <li>• Should have experience in conducting Integrated Resource Planning/ capacity expansion modelling, least cost planning, etc. for utilities, states, countries</li> <li>• Should have experience in assisting state utilities on preparing bid documents for Energy Storage Solution deployment</li> </ul>	
<b>5.</b>	<b>Geotechnical Expert</b>	<ul style="list-style-type: none"> <li>• A relevant Bachelor's degree in engineering with at least 8 years of experience in conducting geotechnical surveys.</li> <li>• It is desirable to have an experience in reservoirs/water bodies</li> </ul>	<b>1</b>
<b>6.</b>	<b>Legal Expert</b>	<ul style="list-style-type: none"> <li>• At least 8 years of professional experience in advising PPP transactions in the infrastructure sector. Experience on structuring contracts in the solar sector is mandatory.</li> <li>• Should hold a law degree from a reputable institution and should have substantive experience of working on assignments related to advising public sector entities on structuring and implementing infrastructure PPP transactions, including both legal due diligence and drafting of project agreements</li> <li>• Experience in developing countries is preferable, with strong focus on India, and knowledge of Indian power sector regulatory framework.</li> </ul>	<b>1</b>
<b>7.</b>	<b>Commercial Cum Regulatory</b>	<ul style="list-style-type: none"> <li>• Any graduate in any discipline and Masters in renewable energy/power only</li> <li>• 8 years' experience in financial modeling and commercial aspects of power sector /renewable energy sector after highest academic qualification, should have also worked on drafting of PPAs and other commercial transactions relevant to offtake of power</li> <li>• At least 3 years of experience of working with or advising Indian Government departments/agencies/utilities or any private company in the areas of financial</li> </ul>	<b>1</b>

		modelling and Techno-commercial assessment or implementation of the concerned RE projects. <ul style="list-style-type: none"><li>• experience in dealing with regulatory issues in the power sector in India</li></ul>	
--	--	--	--

\*\*\*\*.