



**Madhya Pradesh Urja Vikas Nigam Limited**

**Invites Request for Proposal (RFP)**

**For**

**Selection of Solar Power Developers**

**Through**

**Tender cum Reverse Auction process**

**For**

**Setting up of Grid connected Solar PV based PowerPlants (SPP)  
of capacity 500 kW to 2 MW under PM KUSUM - A Scheme for sale  
of power to MPPMCL**

**RFP No: MPUVN/KUSUM-A/2021-22/1482**

**Date: 30.07.2021**

**Issued by: -**

**Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)**

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016

Telephone No.: +91-755-2575670, 2556566

Fax No: 91-755-2553122

Email – ceuvn@mp.gov.in

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**Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)**

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016

Telephone No.: +91-755-2575670, 2556566, 2767270;

website: [http:// www.mprenewable.nic.in](http://www.mprenewable.nic.in), Email: [ceuvn@mp.gov.in](mailto:ceuvn@mp.gov.in)

**Notice Inviting Tender**

**RFP No: MPUVN/KUSUM-A/2021-22/1482 Dated:30.07.2021**

Madhya Pradesh Urja Vikas Nigam Limited, invites Bids from the Bidders to participate through this Request for Proposal (RFP) for Selection of Solar Power Developers for Implementation of approximate 225 MW of Grid Connected Solar PV Systems for Sale of Solar Power to MPPMCL under PM KUSUM component A at various locations in the state of Madhya Pradesh, India.

For the implementation of above mentioned work, Bidders should submit their bid proposal and all requisite documents complete in all respects on or before 31.08.2021 upto 20:00 Hours online in <https://www.bharat-electronictender.com> and in the office of “Nodal Agency” in prescribed format. Bid proposals received without the prescribed Bid Processing Fee shall be rejected. It may be noted that Bid Security is exempted for all Bidders in line with order of Ministry of Finance, Govt. of India dated 12.11.2020. However, every Bidder is required to mandatorily submit declaration in lieu of Bid Security in prescribed format. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on 03.09.2021 at 11:00 Hours online in the presence of authorized representatives of Bidders who wish to be present.

Bid documents which include eligibility criteria, technical specifications, various conditions of Agreement, formats, etc. can be viewed from Nodal Agency's website <http://www.mprenewable.nic.in/> and can be downloaded from <https://www.bharat-electronictender.com> for online submission.

CE  
(MPUVNL)

**DISCLAIMER**

1. Though adequate care has been taken while preparing the RFP documents (inclusive of Formats and Annexures), the Bidder shall satisfy themselves that the documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder on or before pre-bid meeting date, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in conjunction with PPA (Part of RFP, in the form of Annexure).
2. Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexure at any time before Bid submission deadline. Interested Bidders are advised to follow and keep track of Nodal Agency's websites as well as designated e-tender portal for updated information. Nodal Agency is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print or electronic media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party, whatsoever.
3. While this RFP and associated bid process is carried out in good faith and adequate reasonableness, neither Nodal Agency nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness, procedural inadequacy or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/ 2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961, Guidelines for implementation of PM KUSUM scheme, 22.07.2019 and the rules or regulations framed under these Acts/ Guidelines.

**A. BID INFORMATION SHEET**

<b>Document Description</b>	Request for Proposal (RFP) for Selection of Developers for Implementation of approximate 225 MW(AC) Grid Connected Solar based power plants connected to selected 33/ 11 kV substation for Sale of Solar Power to MPPMCL at various locations in the state of MP
<b>RFP No. &amp; Date</b>	RFP No: MPUVN/KUSUM-A/2021-22/1482 Dated: 30.07.2021
<b>RFP Purchase Start Date</b>	31.07.2021 at 12:00 Hrs.
<b>RFP Purchase End Date</b>	31.08.2021 at 18:00
<b>Total Capacity</b>	Approximate 225 MW (AC)
<b>Project Size</b>	500 kW to 2 MW per substation.  (Total capacity connected to a single bay in a substation shall not exceed 5 MW)
<b>Tariff ceiling</b>	Feed in Tariff (FIT) for KUSUM – A is INR 3.07 per Unit, is decided by Madhya Pradesh Electricity Regularity Commission (MPERC)
<b>Duration of PPA</b>	25 years from Commercial Operation Date
<b>Maximum CUF</b>	PROCURER, in any Contract Year shall not purchase any additional energy above 23% CUF on annual basis during the PPA period from the RPG at the PPA tariff of that year. However, the excess energy generated by RPG above 23% CUF maybe procured by PROCURER at 75% of the PPA tariff as per Article 4.3 of PPA.
<b>CUF for Ceiling Tariff Estimation</b>	MPERC considered 21% CUF to arrive at ceiling tariff of INR 3.07 per unit.
<b>Minimum CUF</b>	For any Contract Year except for the first year of operation, the renewable power generator, shall be required to achieve a minimum CUF of 15% on annual basis during the period of PPA.
<b>Broad Scope</b>	Design, Engineering, Supply, construction, erection, Testing and Commissioning including construction of bay and related switchgear at sub-station along with Comprehensive Operation & Maintenance for twenty-five (25) Operational Years of Grid Connected Solar based Power Plants (SPPs) in accordance with

	the applicable Law, the Grid Code, the terms and conditions of PPA and prudent utility practices for Sale of Solar Power to MPPMCL at the delivery point in each substation at various locations in the state of Madhya Pradesh, India.
<b>Selection Procedure</b>	<p>Financial bid of only RFP compliant and technically qualified bidders shall be opened.</p> <p>Rate quoted by bidder shall be utilized to qualify them for reverse auction in accordance with Cl. 4.6A weighted average tariff (WAT) as per Cl. 4.6 shall be calculated for the total qualified capacity of the individual bidder.</p> <p>Bidder(s) to compete on WAT to remain in the bracket of approximate 225 MW.</p> <p>The detailed procedure is given in the section 4 of this RFP.</p>
<b>Pre-bid Meeting</b>	<p>The pre-bid meeting shall be hosted on an online platform on 17.08.2021 at 13:00 hours. Interested Bidders may nominate their representatives (upto a maximum of 2) to attend the same. The Bidders should share the following participation details by 16.08.2021 at <a href="mailto:ceuvn@mp.gov.in">ceuvn@mp.gov.in</a> and <a href="mailto:aee05.mpuvn1982@gmail.com">aee05.mpuvn1982@gmail.com</a></p> <ul style="list-style-type: none"> <li>• Name of the Bidder</li> <li>• Name, Email, Contact No. of the Representative(s)</li> </ul> <p>Joining instructions shall be shared 24 hours before the Pre-Bid Meeting.</p>
<b>Last date &amp; Time of Submission of Bid submission (ONLINE only)</b>	31.08.2021 up to 20:00 hours
<b>Last date &amp; Time of Submission of Technical bid (HARD copies)</b>	02.09.2021 up to 17:00 hours
<b>Bid Opening (Technical)</b>	03.09.2021 at 11:00 hours
<b>Bid Opening (Financial)</b>	08.09.2021 at 16:00hours
	(Any modification in date, time and venue for Financial Bid opening shall be updated on websites. Bidders are advised to

	keep tracking of the same).
<b>Bid Processing Fee (non- refundable)</b>	<p><b>MPUVNL's Bid Processing Cost:</b> INR 5,000/- (Rupees Five Thousand only) + GST (18%) i.e. INR 5,900/-. By paying this fee, a Bidder shall be eligible to Bid for one or more Projects under this RFP. The bid processing fees will be paid to MPUVNL in following account (through NEFT/RTGS) and proof of the same shall be mailed to MPUVNL as well as submitted with online bid:</p> <ul style="list-style-type: none"> <li>a) Account Holder Name: M. P. Urja Vikas Nigam Ltd.</li> <li>b) Bank Name: ICICI Bank Ltd.</li> <li>c) Bank Branch Address: Shivaji Nagar, Bhopal</li> <li>d) Account No.: 656501700049</li> <li>e) IFSC Code: ICIC0006565</li> <li>f) MICR Code: 462229012</li> </ul> <p>The e-tendering portal charges will be charged by the tendering portal directly as per following:</p> <ol style="list-style-type: none"> <li><b>1. E-Tender Portal Registration Fees:</b> During the registration process each bidder will have to pay the applicable ETS Registration-Fee of INR 3,000 + GST (18%). For already registered bidder on the portal, need not to re-pay registration fees for 1 year from date of their registration.</li> <li><b>2. Bid Participation Fee:</b> Bidder Participation Charges Per - INR 7,000/ per sealed bid + GST (18%)</li> <li><b>3. e-Reverse Auction Bidding Participation Fee:</b> Bidder Participation Charges (e-Reverse Auction), applicable for technically qualified bidders– INR 5,000/ - + GST (18%)</li> </ol> <p>Charges towards the e-tender portal, govern by the portal service provider, and shall be borne by the bidder.</p> <p>No exemption towards bid processing fees and e-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.</p>
<b>Administrative charges</b>	1% (+ GST as applicable) of the capex approved by MPERC for this purpose. This charge shall be payable to MPUVNL at the

	time of issue of LOA.
<b>Bid Security</b>	<p>No bid security is to be paid by any interested Bidder.</p> <p>Interested Bidder shall furnish Bid Security declaration as per prescribed FORMAT S5: Bid security declaration/ FORMAT D4: Bid Security Declaration (as applicable).</p>
<b>Performance Bank Guarantee ("BG")</b>	<p>Successful Bidder shall be required to furnish a Performance Bank Guarantee ("PBG") of 5 lakh/ MW for 12 months as per clause 4.17.</p> <p>The PBG will be returned to the power producer immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning.</p>
<b>Update on this RFP</b>	<p>Bidders are advised to keep track of the changes/ updates/ corrigendum regarding this RFP on <a href="https://www.bharat-electronictender.com">https:// www.bharat-electronictender.com</a> and <a href="http://www.mprenewable.nic.in">www.mprenewable.nic.in</a> (for reference only)</p>
<b>Address for correspondence with nodal agency</b>	<p>To,</p> <p>Chief Engineer,</p> <p>"Urja Bhawan"</p> <p>Link Road No. 2, Shivaji Nagar,</p> <p>Bhopal – 462016</p> <p>Mobile No – 9425008000</p>

## **B. DEFINITIONS & ABBREVIATIONS**

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

**“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with

a Bidder or Member of a Consortium. Any bank or financial institution shall not be considered as Affiliate;

**“Appropriate Commission”** - Unless otherwise stated, Appropriate Commission shall be the commission of the state where DISCOM is situated; In this it shall mean Madhya Pradesh Electricity Regulatory Commission (MPERC);

**“Bid”** shall mean the Technical and Financial Proposal submitted by the Bidder along with all documents/credentials/attachments/annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;

**“Bidder(s)”** shall mean individual farmers/ Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions/ bidding Company/ Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid and is hereinafter also called Renewable Power Generator (RPG). Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;

**“Bidding Consortium or Consortium”** shall refer to a group of bidding Company/ Limited Liability Partnership (LLP) firm/Partnership Firm/Sole Proprietor that has collectively made a Bid in response to RFP for the project. Consortium of a maximum of two individuals/members is allowed under this RFP.

**“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;

**“Bid Security Declaration”** shall mean Bid Security Declaration to be submitted by the Bidder along with the Bidas per

FORMAT S5: Bid security declaration/ FORMAT D4: Bid Security

Declaration(as applicable);

“**B.I.S.**” shall mean specifications of Bureau of Indian Standards (BIS);

“**Bid Validity Period**” shall mean 180 days from the bid deadline, It may be extended further for a period of ninety (90) days with mutual consent of the nodal agency and bidder.;

“**CEA**” shall mean Central Electricity Authority;

“**CERC**” shall mean Central Electricity Regulatory Commission

“**Chartered Accountant**” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

“**Competent Authority**” shall mean Managing Director of Nodal Agency, himself and/ or a person or group of persons nominated by him for the mentioned purpose herein;

“**Completion**” shall mean supply and erection/installation of the Project and demonstration of CUF as per provisions of the PPA;

“**Commissioning**” shall mean demonstration of successful operation of the Grid Connected Project in accordance with prevailing regulations;

“**Commercial Operation Date**” or “**COD**” shall mean the date on which the commissioning certificate is issued upon successful commissioning (as mentioned in Article 1 of f PPA)of the project;

“**Company**” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;

“**Comprehensive Operation and Maintenance**” or “**Comprehensive O&M**” or “**O&M**” shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the PPA;

“**Control**” shall mean with respect to any Entity means more than 51%ownership, directly or indirectly, of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise;

“**Day(s)**” shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;

“**Delivery point**” shall mean the point at the voltage level of 11kV or above at the 33/ 11 kV Sub-station. Metering shall be done at this interconnection point where the power is injected into the 33/ 11 kV Sub-station. For interconnection with grid and metering, the RPG shall abide by the relevant and applicable regulations, Grid Code notified by the

State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed there under by the Appropriate Commission or CEA and Article 7 (metering) of PPA;

All costs and charges including but not limited to line losses and other charges as notified by the appropriate commission up to the point of interconnection (delivery point), if applicable, associated with the evacuation arrangement shall be borne by RPG.

**“DISCOM”** shall mean Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Ltd., Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd. and Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company Ltd.

**“Effective Date”** shall mean the date as defined in Article 1 of PPA;

**“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP;

**“Expiry Period”** Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of 25 years from the COD unless extended by the Parties as per this Agreement;

**“Farmer” for this RfP** shall mean any legal person who owns land in Madhya Pradesh meant for general farming and allied activities, which will be used for setting up renewable energy plant preferably within the radius of 5 km of identified sub-stations (as per annexure –1) for power injection under KUSUM – A, and includes individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions;

**“Financial Bid”** shall mean online financial Bid, containing the Bidder's quoted fixed tariff for the entire term of the PPA, with effect from the COD as per format given in the RFP;

**“First Operational Year”** shall mean the period commencing from the Commissioning and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD of PPA Capacity;

**“Government Authority”** means one or more of the GoI, the GoMP, any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GoI or the GoMP exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the SPD, the Unit or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement.

**“IEC”** shall mean specifications of International Electrotechnical Commission;

**“Inspecting Authority”** shall mean the authority designated by the Competent Authority for the said purpose;

**“kW”** shall mean Kilowatt;

**“kWh”** shall mean Kilowatt Hour;

**“Lead Member”** shall mean the member of Bidding Consortium/Group of Farmer/Cooperatives/Panchayats/Farmer Producer Organizations (FPO)/ Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions, which is designated as leader by other member to represent them as Bidder for this RFP;

**“LOA”** shall mean Letter of Award issued by the MPUVN to the RPG;

**“MPERC”** shall mean Madhya Pradesh Electricity Regulatory Commission

**“MPPMCL / MP DISCOMs”** shall mean Madhya Pradesh Power Management company and Distribution companies

**“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;

**“Month(s)”** shall mean a period of 30 days from (and excluding) the date of the event, where applicable, else a calendar month;

**“MW”** shall mean Mega Watt;

**“MWp”** shall mean Mega Watt Peak;

**“Nodal Agency”** shall mean the Madhya Pradesh Urja Vikas Nigam Limited, (MPUVNL) Bhopal;

**“Operational Year(s)”** the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA;

**“Paid-up Share Capital”** means the paid-up share capital as defined in Section 2 of the Company Act, 2013;

**“Power Producer”** shall mean anyone who has accepted the LOA then, enters into a PPA with the Procurer for supply of solar power and has legal ownership of all the equipment of the Project;

**“Power Purchase Agreement or PPA”** shall mean the agreement to be executed between RPG and the Procurer for the supply of Solar Power from the Project commissioned by the RPG to Procurer;

**“Premise”** shall mean any land, building or structure or part thereof or combination thereof including any other vacant / non vacant area which is part of the Procurer's

establishment;

**“Procurer(s)”** shall mean the person or company or organization procuring solar power from the Power Producer at competitively determined tariff under the RFP i.e. MPPMCL;

**“Project(s)”** shall mean the Grid Connected Solar PV Project(s);

**“Project Capacity”** means the capacity of the individual Projects mentioned in this RfP;

**“Project Company”** shall mean Company incorporated by the Bidder as per Indian Laws;

**“Qualified Bidder(s)”** shall mean a Bidder who is qualified as per the eligibility requirement pursuant to this RFP and shall be called for e-Reverse Auction process;

**“RFP”** shall mean Request for Proposal (RFP)/ Bid document/ Tender document and shall include formats and annexures in it;

**“Scheduled Commissioning Date” or “SCD”** shall mean 9 months from the effective date as defined in Article 1 of PPA;

**“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;

**“Successful Bidder(s)”** shall mean the Bidder(s) selected by Nodal Agency pursuant to this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom LOA has been issued;

**“Term of PPA”** shall have the meaning ascribed thereto in article 2 of PPA;

**“Year”** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;

### **C. INTERPRETATIONS**

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

## **SECTION-I: INTRODUCTION**

### **1. INTRODUCTION:**

- 1.1 In reference to the KUSUM – A guidelines, Madhya Pradesh Urja Vikas Nigam Limited (MPUVN) on behalf of MPPMCL hereby invites the proposals against the RFP from interested bidders for development of solar power plants (SPP) of capacity 500 kW to 2 MW and the plant shall be preferably installed within five (5) km radius of substations provided in **Annexure 1** and as amended from time to time. The power should be delivered at delivery point as defined in the RFP. The total capacity to be allotted under this RFP is approximate 225MW (AC).
- 1.2 Such plants near sub-stations may be primarily developed by utilizing, cultivable land, pastureland, marshland, barren and uncultivable land. The RPG shall be solely responsible and make arrangements for land & associated infrastructure for development of the Project and for Connectivity with the 33/11 kV sub-station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances. The RPG will Design, Supply, Construction, Erection, Testing and Commissioning, of Solar Power Project in accordance with the applicable Law, Grid Code, as per regulations and terms & conditions of the Agreement as well as Prudent Utility Practices.
- 1.3 The power generated from such SPP's shall be sold to MPPMCL on the tariff discovered for the bidder in e-reverse auction process and conditions as specified in the PPA document.
- 1.4 The Bidder is advised to read carefully all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. Nodal Agency reserves the right to seek clarifications or additional submissions on submitted bids. Failure to provide the information and/ or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s) or award of work. All Bidders qualifying the technical stage shall be treated at par. Financial Bid of the Bidder(s) qualifying at technical stage only shall be opened.
- 1.5 Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour

involved, wage structures and as to what all works Power Producer shall have to be complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFP and PPA conditions.

## **SECTION-II: BID DETAILS**

### **2. BID DETAILS:**

- 2.1 The bidding process is for Implementation of approximate 225 MW capacity of Grid Connected Solar based power projects (SPPs) of project sizes 500 kW to 2 MW for Sale of Solar Power to MPPMCL at various locations in the state of Madhya Pradesh (**Annexure-1**), India at the delivery point in each sub-station.
- 2.2 Eligible applicants are the bidder as defined under this RFP. In the event individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions, RPG are not able to arrange equity required for setting up the SPP, they can opt for developing the SPP through developer(s) hereinafter also referred to as RPG. **A list of the farmers interested in giving their land under lease to developer for setting up solar PV plant is provided in Annexure – 4.** Additional land available on lease may be added to this list on payment of fees to MPUVNL before issue of LoA. The list of land details has been created by MPUVNL, by seeking the expression of interest from the interested farmers. **This list may be updated by MPUVNL as appropriate from time to time as more farmers express to provide their land on lease for KUSUM-A projects.** However, MPUVNL has not verified the details provided in the list, MPUVNL shall not be held liable, in case there is any discrepancy of the land detail in list and actual on field. Further, **EoI for providing land on lease does not make a farmer eligible for participation/ selection against RfP for KUSUM-A projects in Madhya Pradesh.** Interested farmers will have to participate in RfP for KUSUM-A issued by MPUVNL from time to time either directly or give their land on lease to a Bidder under developer mode.
- 2.3 RPG's shall either select the land from the list or they can arrange the other land preferably within the 5 kms radius from the substations provided in **Annexure-1** and as amended from time to time.
- 2.4 After registration on ETS portal, to access the link to participate in the bid, bidder has to send an email to MPUVNL with the proof of registration, organization id (issued on e-tender portal post registration), email-id of bidder and mobile no. of bidder, to MPUVNL. Accordingly, MPUVNL will approve downloading of tender documents from ETS portal and participation in subsequent processes.

- 2.5 An applicant will not be allowed to apply for more than one solar power plant for a particular 33/11 kV sub-station. The Bid of an applicant will also be disqualified if it is found that its owner/proprietor/partner/director/member or any of its affiliate has also filed application for another RPG for the same sub-station.
- 2.6 Bidder should ensure compliance to the MNRE's guidelines pertaining to KUSUM – A, dated 22.07.19 and amended till date 30.07.2021.
- 2.7 A list of substations along with the estimated available capacity has been attached as **Annexure 1** and as amended from time to time. The bidders are advised to undertake their own due diligence before submitting of the bids.

**2.8 Key Dates**

S. No.	Nodal Agency Stage	Date	Time (Hrs.)
1.	Date of issue of RFP	30.07.2021	
2.	Purchase of RFP Start Date	31.07.2021	12:00
3.	Pre-Bid Meeting	17.08.2021	13:00
3.	Purchase of RFP End Date	31.08.2021	18:00
4.	Bid Submission End Date	31.08.2021	20:00
5.	Mandatory Submission Hard Copy of Bid (except Financial Bid)	02.09.2021	17:00
6.	Technical Bid & Bid Security Opening Date	03.09.2021	11:00
7.	Financial Bid Opening Date	08.09.2021	16:00
8.	Date of reverse auction	To be informed separately to financially qualified Bidders	

**2.9 Connectivity with the sub-station and delivery point:**

- a) SPP of capacity 500 kW to 2 MW may be connected at 11 kV or above of a 33/11 kV substation and the selected RPG will be responsible for laying of dedicated 11 kV line, getting ROW clearance from SPP to interconnecting sub-station, construction of bay and related switchgear at interconnecting sub-station where the plant is connected to the grid and metering is done at his own cost as per MPERC regulations/ applicable DISCOM utility practices/ CEA standards and relevant provisions of PPA. Alternatively, RPG can get the 11 kV lines constructed through DISCOM by paying the applicable cost and other charges. RPG will be responsible for maintaining this dedicated 11 kV line. In case more than one bidder(s) are awarded projects to be connected to same Sub-station, they shall co-ordinate with each other for setting up common transmission line/ infrastructure for feeding to Sub-Station including construction of bay and

related switchgear at the substation, if they so desire and with the approval of DISCOM.

- b) In the event the bay and related switchgear is already available at the interconnecting substation then the associated cost as communicated by the DISCOM has to be reimbursed by the RPG(s) to the DISCOM.

### **SECTION-III: INSTRUCTIONS TO THE BIDDER**

#### **3. INSTRUCTIONS TO THE BIDDER:**

**3.1.** The total substation wise capacities in this tender is listed in **Annexure-1**. Bidders can place only one bid for one substation. However, the bidder may submit the bid for multiple substations. Bid submission is to be done by paying necessary Bid processing fee as prescribed in Bid Information Sheet.

**3.2.** The bidders are allowed to participate in this tender under two categories i.e. Self-Development Mode and Developer Mode.

**3.2.1. Self-Development Mode:** Under this mode bidders belongs to Individual farmers/group of farmers/cooperatives/panchayats/Farmer Producer Organisations (FPO)/Water User associations (WUA)/Government agricultural institute or other agriculture related institution are allowed to participate under this tender. No financial eligibility criteria are prescribed under RFP for Bidders participating under self-development mode. However, at the time of bidding bidder (under self-development mode) need to own the land (part or fully) on which bidder (under self-development mode) is intended to set-up the solar power plant under KUSUM – A scheme.

Bidder will also submit the land ownership (part or full) documents, on which setting-up of solar power plant is proposed as mentioned under the FORMAT S2: General Particular of Bidder. At the time of the LOA, bidder need to own a complete piece of land, which is required for the setting up the awarded capacity of solar plant under KUSUM – A scheme for injecting the power at selected sub-station, and the proof the same will be submitted to MPUVNL.

**3.2.2. Developer Mode:** The developer should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor.

Bidders participating as developers mode, need to qualify for the financial eligibility criteria as per clause no3.12.6. To meet the financial qualifying criteria, bidder can form a consortium of maximum two (2) members. In case of consortium, the consortium members may jointly meet the Eligibility Criteria.

**3.3.** Further, Bidder, participating as developer, must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:

- a) Bidder shall establish net-worth as required under this RFP.
- b) In-case members/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then the same relationship with the Affiliate by the Bidder shall continue at least for the period of First Operational Year (equity lock-in period). Further, affiliate of lead member or member of consortium shall furnish the details, as sought in FORMAT D1: Covering Letter and FORMAT D6: Financial Eligibility Criteria Requirement.

**3.4.** A Bidder shall not have a conflict of interest. Bidder(s) shall be disqualified in the SPP(s) where it has conflict of interest. In a particular SPP, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:

- a) A Bidder submits more than one Bid for a substation in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium.
- b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of Nodal Agency regarding this bidding process.

**3.5.** Except as required by competent authority, Nodal Agency have rights to annul/ cancel the Bid of Bidders who will take any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with Nodal Agency during preparation/ submission of RFP, PPA or work execution.

**3.6.** Instruction to Bidders on E-Tendering

- a) For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://www.bharat-electronictender.com>. Therefore, it is

- advised to all Bidders to get register at the E-Procurement portal at the earliest.
- b) Tender documents can be downloaded from website <https://www.bharat-electronictender.com>.
  - c) Service and gateway charges shall be borne by the Bidders.
  - d) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E-Procurement system (in the name of person who will sign the proposal) in the form of smart card/ e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra, etc).
  - e) For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://www.bharat-electronictender.com>. Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
  - f) The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
  - g) If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
  - h) Bidders are requested to regularly visit the website of MPUVNL and e-tendering portal for any clarification, amendments and / or extension of due date.
  - i) Bidder must positively complete online e-tendering procedure <https://www.bharat-electronictender.com>.
  - j) Nodal Agency shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatever.
  - k) Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
  - l) No Bidder is required to pay bid security. Instead, duly filled and signed Bid Security declaration in prescribed format should be uploaded online by Bidder.

m) After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.

n) During submission of bid through e-tender portal, Bidder needs to encrypt their technical and financial bid through two separate pass-phrases. A pass-phrase should be of minimum 11 characters containing at least two spaces. Pass-phrases for financial and technical bid should be different.

Both pass-phrases are to be submitted offline to MPUVNL in two separate envelopes (Writing - Technical Pass Phrase & Financial Pass Phrase on each envelope) placed in envelope - 2 along with other required offline submissions, before the bid submission deadline. [EXAMPLES OF A PASS PHASE- "abc 375 spd" OR "I love India" OR "God is great"].

o) It is important to note, same pass-phrase should be submitted offline by the bidder to MPUVNL, as it is required to decrypt the bids. MPUVNL shall not be held liable, in case there is any discrepancy, between the pass-phrases used in encrypting of bids and the submitted in hard copy.

**3.7.** The Bidders shall have to submit their Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 2.8. Technical Bid containing original (downloaded) RFP, relevant document/certificates etc. duly sealed and signed and Bid Security should reach to the office undersigned by the Key Dates.

**3.8.** For any type of clarification, Bidders can visit [https:// www.bharat-electronictender.com](https://www.bharat-electronictender.com) and can call at help desk contact no. From Monday to Friday between 10:00 AM and 6:00 PM (except Government Holidays). ETS Support Email Id is [support@isn-ets.com](mailto:support@isn-ets.com). Customer Support Escalation Mobile No. is +91- 8287663763. All these contacts are given on the Portal also.

**3.9.** Bidders are advised to contact following for more information related to RFP or e-tendering process:

- a) **For RfP related queries: MP Urja Vikas Nigam Officers:** Chief Engineer - 9425008000; Addl EE – 9425020851
- b) **Bharat Electronic Tender for E - Tendering process:** Mr Rakesh Ranjan – 8789029238 / 9717038132

**3.10.** Bidder (s) may opt for training directly from the tendering portal at their own cost.

### **3.11. Project Development under Self-Development Mode**

Under this mode, individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions can develop the SPP on their own land to deliver power on selected sub-station.

At the time of bidding, bidder (under self-development mode) need to own the land (part or fully) on which bidder (under self-development mode) is intended to set-up the solar power plant under KUSUM – A scheme.

Bidder will also submit the land ownership (part or full) documents, on which setting-up of solar power plant is proposed as mentioned under the FORMAT S2: General Particular of Bidder. Within one (1) month of LOA, bidder need to own a complete piece of land, required for the setting up the awarded capacity of solar plant under KUSUM – A scheme for injecting the power at selected sub-station, and the proof the same will be submitted to MPUVNL.

Failing to submit the required land ownership documents with competent authority, will have right to cancel LoA/ selection of such bidders and take necessary action under laws of land, including blacklisting/ debar of such bidders for 5 years to participate in any tender of MPUVNL, as per bid declaration.

If the Farmers are unable to arrange the capital/ investment/ technical expertise for the SPP, they may opt for Leasing of his/their land for setting up of SPP.

In case of development of SPP through developer mode, the landowner will get lease rent as mutually agreed between the both parties. The lease rent may be in terms of Rs per year per acre of land or in terms of Rs per unit energy generated per acre of land area. A model Land Lease Agreement has been attached as an ANNEXURE 3 – Model Lease rent Agreement in this document to facilitate the beneficiaries. However, the terms of Land Lease Agreement may be finalised on mutual consent of concerned parties. Since this a bipartite agreement MPUVN is not a party to the lease rent agreement. Such Bidder, if finally selected pursuant to RFP, shall have to submit Land Lease Agreement to Nodal Agency within one (1) month of issuance of LoA by MPUVNL, failing with competent authority will have right to cancel LoA/ selection of such bidders and take necessary action under laws of land, including blacklisting/ debar of such bidders for 5 years to participate in any tender of MPUVNL.

### **3.12. ELIGIBILITY CRITERIA**

#### **3.12.1. GENERAL**

- a) **Self-Development Mode**: Eligible applicants [hereinafter called Solar Power Generator (RPG)] could be
- individual farmers
  - Group of farmers
  - Cooperatives
  - Panchayats
  - Farmer Producer Organizations (FPO)
  - Water User associations (WUA)
  - Government agricultural institute or other agriculture related institutions

**OR**

- b) **Project Developer (Under Developer Mode)**: The developer should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with FORMAT D2: General Particulars of the Bidder under Developer mode

**3.12.2.** Bidder may choose to start the process of forming a SPV at bid stage itself. However, for participation in bid, formation of a SPV is not required. In case a Bidder selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, it would be required to incorporate a Project Company to sign the PPA; the said Project Company has to be formed within forty five(45) days from the issuance of LOA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.

**3.12.3.** Bidder or any member of Consortium having been blacklisted 5 years prior to bid submission date by Nodal Agency or by any Govt./ PSU, for whatever reasons, shall not be eligible/allowed to participate in this RFP.

**3.12.4. Self-development mode:** Bidders participating under self- development mode, will have one authorized signatory/ representative for the purpose of RFP and subsequent award of works, if any.

**3.12.5. Developer mode:** Bidders under developer mode may note following:

- a) The Members of the Consortium shall nominate a Lead Member. Such nomination shall be supported by a power of attorney signed by all the Members of Consortium (and duly acknowledged by the Lead Member) and shall substantially be in the form set out FORMAT D5: Power of Attorney.
- b) The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process.
- c) In a situation, where a consortium that is selected as a Successful Bidder, decides not to form a project company, the Lead Member would be responsible for all the correspondence and documentation.
- d) Bidder may meet Eligibility Criteria either independently or jointly as consortium of maximum two members. In case Bidder is a Consortium, a consortium agreement as per FORMAT D9: Format for Consortium Agreement for Participation in shall be required to be furnished along with the Bid.
- e) In-case members/ Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then the same relationship with the Affiliate by the Bidder shall continue at least for the period of First Operational Year (equity lock-in period).

**3.12.6. FINANCIAL ELIGIBILITY CRITERIA:**

1. **Self-development mode** - For Bidders participating and submitting bid under this mode (i.e. Individual farmers or Group of farmers or Cooperatives or panchayats or Farmer Producer Organizations (FPO) or Water User associations (WUA) or Government agricultural institute or other agriculture related institutions), no financial eligibility requirement is prescribed under this RFP.
2. **For Project Developers (Under Developer Mode)**-Bidders submitting bid under this mode, the following financial eligibility criteria shall be met by Bidder/consortium member jointly based on audited annual financial statements:
  - a) Net-Worth of the Bidder should not be less than Rs. 1.00 Crore per MW for the capacity applied based on latest financial statement i.e. FY20 or FY21.

Net-worth will be calculated as follows:

Sr No	Particulars	Amount
1.	Paid Share Capital in case of Companies/ Partnership Capital in case of Partnership Firm /Proprietors' Capital in case of Proprietorship firm	
2.	Add: Reserve created out of profits	
3.	Add: Security Premium Account in case of Companies	
4.	Add: Credit Balance of Profit and Loss Account	
5.	Add: Credit Balance of Deferred Tax Assets in case of Companies	
6.	Total	
7.	Less: Aggregate value of accumulated losses	
8.	Less: Debit Balance of Profit and Loss Account	
9.	Less: Deferred Expenditure and Miscellaneous Expenditure not written-off	
10.	Less: Reserves created out of revaluation of assets, write-back of depreciation and amalgamation	
11.	Less: Debit Balance of Deferred Tax Assets in case of Companies	
12.	Net Worth	

- b) Enough liquidity to manage the fund requirements for the Project, which shall be assessed through average annual turnover of any of two (2) continuous financial years among FY19, FY20orFY21to be at least Rs. 2.00 Crore per MW for the capacity applied for each.

Turnover means the gross amount of revenue recognised in the profit and loss account from the sale, supply or distribution of goods or an account of services rendered or both by a company/ partnership firm/ proprietorship firm during a financial year, but it does not include non-operational income.

**Note:** In case an applicant is applying for capacity at multiple substations, the eligibility criteria requirement shall add up. For ex: If an applicant who is a developer applies for 1 MW each at 3 different substations, it has to demonstrate net-worth of Rs. 3 crore either in FY20 or FY21, and average annual turnover of Rs. 6 crore for any two continuous financial years among FY 19, FY 20orFY21 (average turn over either of FY 19 and FY20 or FY20 and FY21).

**3.12.7.** For all types of Bidders (Companies/LLPs/Partnership), computation of networth shall be based on latest consolidated/ unconsolidated audited annual accounts of FY20 or FY21.

**3.12.8.** For all types of Bidders (Companies/ LLPs/ Partnership), computation of turnover shall be based on consolidated/ unconsolidated audited annual accounts of any two (2) continuous financial years among FY19, FY20or FY21.

**3.12.9.** In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net-worth shall be equal to Partner's Capital in case of a Partnership Firm/Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves). The net worth shown should not be earlier than FY20 from the bid submission date.

**Note:**

1. For the purpose of evaluation of Bidder, a certificate from Chartered Accountant (CA) clearly mentioning the UDIN number etc., in support of Bidder's claim for meeting the financial eligibility criteria shall be mandatorily submitted online(FORMAT D6: Financial Eligibility Criteria Requirement). Such certificate shall clearly undertake that calculation of networth and turnover, as applicable, has been done in accordance with methodology prescribed in this RFP.
2. All necessary documents pertaining the FORMAT D6: Financial Eligibility Criteria Requirement, such as balance sheet, P&L account, schedules etc., will be submitted online and offline, for verification.
3. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used as prescribed in this RfP. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts.

**3.13. CHECK-LIST:**

To ensure that the online and hard copy submission of RFP is complete in all respects, check-lists for Envelope- I and Envelope- II are required to be duly tick marked/filled for the enclosures which are attached with the RFP document. *The*

*main envelope should only contain Envelope-I and Envelope-II in sealed condition.* The requisite documents required for each mode of application, are indicated in the check-list. It is essential for the Bidders to submit check-list duly sealed and signed with its corresponding envelope. However, this check-list is indicative, and Bidder shall be responsible for meeting and submitting all information requirement as per provisions of this RFP.

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

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

hold up to 51% of the total ownership of the Project Company (SPV), from the date of incorporation of SPV until the expiry of 1 (one) year from Project Commissioning (COD).

- f) Any change in ownership and liabilities shall be in accordance with Article 15 of the PPA.

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

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

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

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