

REQUEST FOR PROPOSAL

FOR

**DEVELOPMENT OF CUMULATIVE 829 kW OF GRID-CONNECTED
ROOFTOP SOLAR PV SYSTEMS TO BE SET UP AT IDENTIFIED
GOVERNMENT PREMISES IN THE DISTRICT DHAR OF THE MADHYA
PRADESH**

NIT Number: F/UVN/2025/RFT/RESCO-X/03-230/5185

RFP Number: F/UVN/2025/RFT/RESCO-X/03-230/5185-DHAR

Date: 11.02.2025

ISSUED BY:

**MADHYA PRADESH URJA VIKAS NIGAM LIMITED,
URJA BHAWAN,
LINK ROAD NO. 2, SHIVAJI NAGAR,
BHOPAL – 462016,
MADHYA PRADESH, INDIA.**

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DISCLAIMER

The information contained in the Bid Documents, or any other information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of MPUVNL and its employees or advisors is provided to Bidders on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and further it is neither an offer nor an invitation by MPUVNL to the Bidders or any other Person. The purpose of the Bid Documents is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

The Bid Documents include statements which reflect various assumptions and assessments arrived at by MPUVNL and its advisors for the Project which are to be set up, at the identified Government premises in the District Dhar of the Madhya Pradesh, by the Solar Power Developer. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in the Bid Documents may not be appropriate for all Persons and it is not possible for MPUVNL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads the Bid Documents. The assumptions, assessments, statements and information contained in the Bid Documents may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bid Documents.

The information provided in the Bid Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. MPUVNL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Documents.

MPUVNL, its representatives, employees and advisors make no representation or warranty, express or implied, and will have no liability to any Person, including any Bidder, under any law, contract, statute, principles of restitution, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the Bid Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Documents and any assessment, assumption, statement or information contained in the Bid Documents or deemed to form part of the Bid Documents or arising in any way.

MPUVNL and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused or arising from reliance of any Bidder upon the content of the Bid Documents.

It will be deemed that by submitting a Bid, each Bidder agrees and releases MPUVNL and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the Bid Documents and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

MPUVNL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Bid Documents.

The RFP and the draft PPA have been prepared in accordance with the best industry practices. The issue of the Bid Documents does not imply that MPUVNL is bound to qualify any Bidder or to award the Project to any Bidder. MPUVNL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The statements and explanations contained in this RFP, the Data Room and PPA are intended to provide an understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the obligations of the Selected Bidder that will be set out in the PPA or MPUVNL's right to amend, alter, change, supplement or clarify the Projects' scope or the terms of this RFP or the PPA. Consequently, any omissions, conflicts or contradictions in the Bid Documents (including this RFP) are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by MPUVNL.

The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including but not limited to, preparation, copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by MPUVNL, or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders, and MPUVNL, its representatives, its employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

GLOSSARY

In this RFP, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below:

Addendum or Addenda	means addendum or addenda to the RFP.
Annex	means an annexure to this RFP.
Associate/Affiliate	means, in relation to a Bidder, or a Member of a Consortium, a Person who Controls, is Controlled by, or is under the common Control of such Bidder or Member of a Consortium.
Best Quote	has the meaning ascribed to it in Clause 19.4.
Bid Documents	means this RFP, any Addenda or written clarifications issued to the Bidders in accordance with this RFP, as relevant, and any other documents provided by MPUVNL pursuant to this RFP. It is clarified that, on the E-bidding Portal, 'Bid Documents' are referred to as 'Tender Documents'.
Bid Process	means the single-stage two-part (envelope) bidding process, followed by the Reverse Auction Process for the award of the Project to the Selected Bidder, the terms of which are set out in this RFP.
Bid Schedule	means the Schedule set out at Schedule 1.
Bidder	means a Company, an LLC or a Consortium of Companies, which submits a Bid to MPUVNL in accordance with the provisions of this RFP. It is clarified that, on the E-bidding Portal, 'Bidder' is referred to as 'Supplier Organization'.
Bidding Consortium or Consortium	means any combination of Companies that have formed a consortium or association by fulfilling the requirements set out in this RFP, including executing a JBA, for the purpose of submitting a Bid and for developing, operating and maintaining the Project, if such consortium or association is declared as the Selected Bidder.

Bids	means the Proposal submitted by Bidders for the award of the Project, comprising online submissions in accordance with Clause 15.1 and the Tariff quoted at the Reverse Auction Process stage; and Bid shall mean any one of them.
Calendar Year	means a year commencing on 1 January and ending on 31 December.
Clause	means a clause of this RFP.
Company	means a body corporate incorporated in: (a) India under the Companies Act, 1956 or the Companies Act, 2013, as applicable.
Competent Authority	has the meaning ascribed to in the office memorandum or by the MPUVNL.
Conflict of Interest	has the meaning ascribed to it in Clause 3.2(a).
Contract Year	means the First Contract Year and thereafter each period of 12 (twelve) months, provided that the last Contract Year shall end on the last day of the Term.
Control	means the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or the right to appoint majority directors. The term “ Controls ” and “ Controlled ” shall be construed accordingly.
Corrigendum or Corrigenda	means a corrigendum or corrigenda to the RFP.
Data Room	<p>means the virtual data room that will be open to Bidders and their advisors from the date specified in Schedule 1 until the Proposal Due Date.</p> <p>It is clarified that, on the E-bidding Portal, ‘Data Room’ is referred to as ‘Buyer Data-Room Tender-Specific (BDR-TS)’.</p>
DDO	means the Drawing and Disbursing Officer of the Department in the District.
Delivery Point	has the meaning ascribed to in the Power Purchase Agreement.

Department(s)	means the Madhya Pradesh State Government Department(s) whose available Premises in District of the State are proposed under this RFP for installation, commissioning and operation of the rooftop solar PV system(s) under net-metering mode.
Direct Promoter	means an entity which directly holds more than 50% (fifty percent) of the voting shares of a company or the right to appoint majority directors.
District	means the Dhar of the state of Madhya Pradesh.
Document Cost	means the amount of INR 25,000 (Indian Rupees Twenty-Five Thousand) exclusive of applicable taxes, payable by Bidders, in accordance with Clause 23.3, towards the cost of the Bid Documents.
E-bidding Portal	has the meaning ascribed to it in Clause 2.2. It is clarified that, on the E-bidding Portal, the term ‘E-bidding Portal’ is referred to as ‘ElectronicTenderSystem® (ETS)’ – URL: https://www.bharat-electronictender.com
Eligible Bidder	means a Bidder who is determined to be eligible to participate in the Reverse Auction Process on the basis of its Proposal, in accordance with Clause 19.2.
EMD	has the meaning ascribed to it in Clause 7.1.
Equity	means the sum expressed in INR representing the paid-up share capital of the Solar Power Developer for meeting the equity component of the total project cost and shall include convertible instruments or other similar form of capital, which shall compulsorily convert into equity share capital of the Solar Power Developer and any subordinated shareholder loan.
Financial Capacity	has the meaning ascribed to it in Clause 17.5(a).
Financial Proposal	has the meaning ascribed to it in Clause 15.1(b). It is clarified that, on the E-bidding Portal, ‘Financial Proposal’ is referred to as ‘Financial Bid-Part or Financial Envelope or Financial-Part’.

Financial Year	means a year commencing on 1 April of any Calendar Year and ending on 31 March of the following Calendar Year.
First Contract Year	means the period commencing from the following day of the first Unit COD; and expiring at the end of the month in which the Project completes 12 (twelve) months from the Project SCSD. <i>It is clarified that first Unit COD means the commissioning of first Unit of the Project.</i>
GoI	means the Government of India.
GoMP	means the Government of Madhya Pradesh.
INR	means Indian Rupees, the lawful currency of the Republic of India.
ISN-ETS	means M/s ISN ElectronicTender Services Private Limited.
JBA or Joint Bidding Agreement	means a binding joint bidding agreement to be entered into by the Members of a Consortium, substantially in the form set out in Annex 5.
kW	means one Kilo Watt, where Watt is an SI unit of power, equivalent to one joule per second, corresponding to the rate of consumption of energy in an electric circuit where the potential difference is one volt and the current one ampere.
Lead Member	in the context of a Consortium, means the Member who contributes at least 51% (fifty one percent) of the required Net Worth for qualification, commits to hold the required Equity in the SPV in accordance with Clause 3.1(e)(vi) and is authorized by the other Members of the Consortium, to act as the lead member with the rights and obligations set out in this RFP.
LLC	means limited liability company, and not a Company.
LOA	means a letter of award that will be issued by MPUVNL to the Selected Bidder for the Project in accordance with the terms of this RFP.
Member	means a member of a Consortium.

MNRE	means the Ministry of New and Renewable Energy, GoI.
MPERC	means Madhya Pradesh Electricity Regulatory Commission.
MPUVNL	means Madhya Pradesh Urja Vikas Nigam Limited, a GoMP enterprise, which is designated as the nodal agency for implementing GoI and GoMP's programmes and policies in the renewable energy sector in Madhya Pradesh.
Net Worth	means in case of a Company, the total net worth as calculated in accordance with the Companies Act, 2013.
Office Memorandum	means the Office Memorandum F. No. 7/10/2021-PPD (1) dated 23 February 2023 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India to amend Rule 144 of the General Financial Rules along with all subsequent amendments and clarifications.
Paisa	means one-hundredth of INR.
Pass-Phrase	has the meaning ascribed to it in Schedule 2.
Payment Security Agreement	means the payment security agreement to be executed between the Selected Bidder and the MPUVNL to ensure timely payment in case of the Procurer(s) failure to make timely payment.
PBG(s)	has the meaning ascribed to it in Clause 8.2.
Person	means any corporation, company, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture or other legally recognized entity of whatever nature.
Power Purchase Agreements or PPAs	means the power purchase agreement to be executed by the Solar Power Developer with the DDO of concerned Department of the District in the state of Madhya Pradesh for the Project.
Pre-Bid Meeting	has the meaning ascribed to it in Clause 5.2.

Premises	Means any land, building or structure of part thereof of combination thereof, wherein a separate meter or metering arrangement has been made by the licensee for measurement of electricity.
Procurer(s)	shall mean, collectively, all the Drawing and Disbursing Officers of concerned Departments in District. For the avoidance of any doubt, it is clarified that one Solar Power Developer selected for a Project (all the Units in a District) shall execute a separate PPA with each DDO of the concerned Department in the District.
Project	shall mean the solar energy generation facilities of defined capacity, as per RFP, in District (awarded to the Solar Power Developer pursuant to the Bid Process), developed and owned by the Solar Power Developer, for supply of solar power to identified sites of District under Net-Metering mode. Project shall include 26 (twenty-six) defined number of Sites of various capacities as provided in the Data Room. Each Unit shall supply power for the consumption at the respective Site as per the terms and condition of PPA. It is clarified that, on the auction screen of the E-bidding Portal, 'Project' would be referred to as 'Entity for Auction'.
Project COD	shall have the meaning ascribed to it in the PPA.
Project SCSD	shall have the meaning ascribed to it in the PPA.
Proposal	means collectively the Qualification Proposal and the Financial Proposal, to be submitted by the Bidders in accordance with this RFP. It is clarified that, on the E-bidding Portal, 'Proposal' is referred to as 'Bid' or 'Tender'.
Proposal Due Date	means the last date specified in Schedule 1 for submission of the Proposal. It is clarified that, on the E-bidding Portal, 'Proposal Due Date' is referred to as 'Last Date and Time of Receipt of Bids'.

Qualification Proposal	<p>means the qualification proposal, comprising of the documents set out in Clause 15.1(a), to be submitted by a Bidder as a part of its Bid pursuant to this RFP.</p> <p>It is clarified that, on the E-bidding Portal, ‘Qualification Proposal’ is referred to as ‘Technical-Part’ or ‘Technical Envelope’ or ‘Technical Bid-Part’.</p>
Qualified Bidders	has the meaning ascribed to it in Clause 2.1(a).
Reverse Auction Process	<p>means the reverse auction to be conducted to determine the Selected Bidder, in accordance with Clause 20.</p> <p>It is clarified that, on the E-bidding Portal, ‘Reverse Auction Process’ is referred to as ‘ReverseAuction’ or ‘e-ReverseAuction’.</p>
RFP	means this Request for Proposal.
Schedule	means a schedule to this RFP.
Scheduled Bank	means a bank listed under the second schedule of the Reserve Bank of India Act, 1934.
Selected Bidder	<p>means the Eligible Bidder selected by MPUVNL for award of the PPA for the Project, following the completion of the Bid Process.</p> <p>It is clarified that, on the E-bidding Portal, ‘Selected Bidder’ is referred to as ‘Awardee’.</p>
Site(s)	<p>means the identified locations provided in the Data Room for installation, commissioning and operation of the rooftop solar PV system(s).</p> <p><i>Single site shall be termed as Site and multiple sites shall be termed as Sites.</i></p>

Solar Power Developer or SPD	<p>means solar power developer, and for the purposes of executing the PPA, will mean:</p> <ul style="list-style-type: none"> (a) the SPV incorporated by the Selected Bidder; or (b) the Selected Bidder itself, if it is a single entity, and not a Consortium or a foreign Company or an LLC and has elected not to incorporate an SPV to implement the Project; or (c) Affiliate of the Selected Bidder or its SPV.
SPV	means a special purpose vehicle to be incorporated under the (Indian) Companies Act, 2013 by a Selected Bidder.
Tariff	<p>means the tariff that will be applicable to the Project for the First Contract Year, and that will be escalated by 3% at the start of each subsequent Contract Year for a total of 15 (fifteen) Contract Years, in accordance with the Power Purchase Agreement.</p> <p><i>It is clarified that the Tariff after escalation (second year onward) will be considered up to two decimals in place, by rounding up the first decimal if it is 5 (five) or above and rounding down the first decimal if it is below 5 (five).</i></p>
Term	means the period starting from PPA execution date of the Project till the expiry of a period of 25 (twenty-five) Contract Years from the Project SCSD.
Unit	<p>Means the rooftop solar PV system designed, installed, commissioned, and operated by the Selected Bidder at a Site.</p> <p><i>For Clarification, each Site with rooftop solar PV system shall be termed as Unit.</i></p>
Units	<p>means all the sites, provided in the Data Room, where rooftop solar PV systems of different capacities are proposed to be installed, commissioned and operated.</p> <p>All the Units in a District collectively termed as Project.</p>
Unit COD	shall have the meaning ascribed to it in the PPA.

SECTION I

INTRODUCTION

1. BACKGROUND

1. In line with the GoI's target of installing 500 GW of renewable power capacity in India by the year 2030, the GoI has launched PM-Surya Ghar: Muft Bijli Yojana and further has issued the Operational Guidelines for "Saturation of Government Buildings with Rooftop Solar under PM-Surya Ghar: Muft Bijli Yojana".
2. Madhya Pradesh Urja Vikas Nigam Limited is the nodal agency for the promotion, necessary support and facilitation for the installation of rooftop solar PV systems under PM-Surya Ghar: Muft Bijli Yojana. Madhya Pradesh Urja Vikas Nigam Limited is issuing this RFP for selecting the Solar Power Developers for setting up of cumulative 829 kW of grid-connected rooftop solar PV Systems at the identified Sites of District in the state of Madhya Pradesh.
3. Madhya Pradesh Urja Vikas Nigam Limited had decided to select a Solar Power Developer to develop 26 (twenty-six) independent Units of different sizes of grid-connected rooftop solar PV Systems at identified Sites of the District in the state of Madhya Pradesh. The energy generated from each Unit is proposed to be procured by the consumer of the respective Site under the Net-Metering/ Group Net Metering modes.
4. Madhya Pradesh Urja Vikas Nigam Limited, in its capacity as the bidding authority and the authorized representative on behalf of all the Departments, is responsible for carrying out the bid process for the installation of grid-connected rooftop solar PV Systems, and is inviting proposals from all interested entities by launching a single stage two-envelope competitive bidding process followed by a reverse auction process pursuant to a request for proposal issued on 21.01.2025. The Selected Developer of the respective Project shall be awarded all the Units of the Project.
5. The Unit wise specific details will be provided in the Data Room. The Solar Power Developer will be selected through an open competitive bidding process in accordance with the procedure set out in this RFP. This RFP has been prepared, and the Bid Process shall be conducted, in accordance with the requirements of the PM-Surya Ghar: Muft Bijli Yojana.
6. The Units will be developed at pre-identified Sites of District. The Selected Bidder for the Project will be required to sign a Power Purchase Agreement with each DDO for related Units of the concerned Departments in the District (details are available in Annex 11). The Power Purchase Agreement, drafts of which will be issued by Madhya Pradesh Urja Vikas Nigam Limited before the Proposal Due Date, sets out further details regarding installation and commissioning of the Project.
7. Unit wise capacity assessment is provided in the Annex 11. Bidder should undertake necessary due diligence of all the Units of the District prior to quote the Tariff for the Project. Also, it is suggested that capacity assessment methodology should be followed while conducting necessary Site(s) survey and suggesting the revision in Unit capacity, if any, as per PPA.
8. In case of additional demand or additional Unit(s) beyond the capacity/ Unit(s) mentioned in this RFP for Project, MPUVNL may allocate the additional capacity/ Unit(s) to the Selected Bidder at the terms and conditions of this RFP and PPA on mutual agreement basis. In such

cases, suitable modification may be made in the PPA to include the new DDO/ procurer/ beneficiary and their requirement specific to the site. However, addition of new Unit(s) is subject to the approval from the District Level Committee prior to the Effective Date and maximum allocation permissible is 50% of the Bid capacity in this RFP.

9. **Power Injection**

Selected Solar Power Developer shall be required to connect each Unit of the District at the Interconnection Point for Net Metering of respective Sites under the Net Metering arrangement under the Madhya Pradesh Electricity Regulatory Commission (Grid Interactive Renewable Energy Systems and Related Matters) Regulation [Revision II], 2024 {RG-39(II) of 2024} and its amendment thereof or under the related Regulation of other State Electricity Regulatory Commission where the Unit is located. Selected Developer shall be required to develop rooftop solar PV system and shall be responsible for evacuation of power metering arrangement and replacement of meter as per applicable MPERC Regulation.

10. **Power Off-take**

Energy generated from each Unit of the District will be purchased by concerned DDO of the Department in accordance with the provisions of the Power Purchase Agreement.