

Madhya Pradesh Urja Vikas Nigam Limited Invites Request for Proposal (RFP)

For

Selection of Renewable Power Generators (RPGs)

Through

Tender process

For

Setting up of Grid connected Solar PV based Power Plants (SPP)
under feeder solarization component of PM KUSUM - C Scheme for
sale of power to MPPMCL

RFP No: F/UVN/2024/KUSUM-C/V/5183

Date: 11.02.2025

Issued by: -

Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)

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Notice Inviting Tender

RFP No: F/UVN/2024/KUSUM-C/V/5183 Dated: 11.02.2025

Madhya Pradesh Urja Vikas Nigam Limited, invites Bids from eligible Bidders to participate through this Request for Proposal (RFP) for Selection of Renewable Power Generators (RPGs) for Implementation of cumulative approximate **1500 MW** of Grid Connected Solar PV Systems for Sale of Solar Power to MPPMCL under feeder solarization component of PM KUSUM-C at various locations in the state of Madhya Pradesh, India.

For the implementation of above mentioned work, Bidders should submit their bid and all requisite documents complete in all respects on or before **31.03.2025** up to 20:00 Hours online in https://www.bharat-electronictender.com and in the office of "Nodal Agency", as required, in prescribed format. Bids received without the prescribed Bid Processing Fee shall be rejected. Also, every Bidder is required to mandatorily submit Bid Security in prescribed manner. In the event of any date indicated RFP is a declared Holiday, the next working day shall become operative for the respective purposes mentioned in RFP. Technical Bid will be opened on **07.04.2025** 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, be viewed from Nodal Agency's website etc. can downloaded www.mprenewable.nic.in and can be from https://www.bharatelectronictender.com for online submission.

> EE (MPUVNL)

DISCLAIMER

- 1. Though adequate care has been taken while preparing the RFP documents (inclusive of Formats, Agreement and Annexures, as applicable), 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 carefully reviewed by concerned Bidder. Bidder shall be responsible to read all clauses of RFP in conjunction with PPA and formats attached to it (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 website as well as designated etender 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, 17.01.2024 and applicable rules or regulations framed under these Acts/ Guidelines.

A. BID INFORMATION SHEET

Document Description	Request for Proposal (RFP) for Selection of RPGs for Implementation of approximate 1500 MW 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 under feeder solarization component of PM KUSUM-C
RFP No. & Date	RFP No: F/UVN/2024/KUSUM-C/V/5183 Dated: 11.02.2025
RFP Purchase Start Date	17.02.2025 at 23:55 Hrs.
RFP Purchase End Date	31.03.2025 at 18:00
Total Capacity	Approximate 1500 MW
Project or Project Capacity	As per demand assessed for all concerned agricultural feeders emanating from a particular sub-station, subject to maximum available capacity of concerned PTR at concerned sub-station. The Project or Project Capacity would be as provided at Annexure-1 of RFP.
	Important note:
	Bidder can not submit bid for modified Project Capacity for a Project. However,
	 a. If the Project Capacity is changed by MPUVNLafter selection of Successful Bidder such Successful Bidder would be obliged to execute Project if the revised Project Capacity is within (+/-) 20% of one provided at Annexure-1 of RFP. Beyond that, the Successful Bidder would have choice to make without any penal obligations. b. In other cases, MPUVNL shall have sole discretion to take appropriate view on Project or Project Capacity where Bidders quote a modified project capacity, especially, those project capacities not falling in (+/-) 20% band of Project/ Project Capacity.

Bid Size	Bidder can place Bid for any number of sub-stations. There is no cap on total bid capacity by a Bidder
Exclusivity	A Bidder shall place only one bid for a substation/ Project, i.e., all target feeders emanating from one substation shall be considered as one Project. Total Bid capacity (in MW) at one substation shall be considered as one Project.
Selection of substation for SPPs under component-C of PM KUSUM scheme	Substations to be considered for feeder solarization under component-C of PM KUSUM scheme as identified by concerned Discoms as per pre-defined criteria and are provided at Annexure-1 of the RFP.
Duration of PPA	25 years from Commercial Operation Date
Maximum CUF	Procurer, in any Contract Year, shall be obligated to purchase all energy generated by RPG as per provisions of PPA.
Minimum CUF	There is no requirement of minimum CUF to be achieved.
Broad Scope	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.
	Important note on requirement of indigenously manufactured module, cells and BOS: System specifications and quality control of projects under KUSUM-C (FLS) would be in accordance with Para 6.4.6 of MNRE's Comprehensive Guidelines for Implementation of PM KUSUM Scheme, dated 17.01.2024, and its amendments/ modifications as relevant and applicable.

Subsidy from Govt. of India i.e. Central Financial Assistance (CFA)	Shall be governed by relevant and applicable Subsidy provisions of Govt. of India and its guidelines valid at the time of bid submission date. Details of it is provided at Cl. 3.42 of RFP and Cl. 9.2 of draft PPA attached with RFP.
Reactive Power Compensation	Successful Bidders would come under reactive power compensation regime, which shall provide for incentive or disincentive for concerned Projects to support grid in reactive power management. It would be applicable at a rate and in manner as determined by MPERC from time to time.
Selection Procedure	The detailed procedure is given in the section IV of this RFP.
Pre-bid Meeting	The pre-bid meeting shall be hosted on an online platform on 24.02.2025 at 15:30 hours. Interested Bidders may nominate their representatives (up to a maximum of 2) to attend the same. The Bidders should share the following participation details by 23.02.2025 at kusumc.mpuvn@gmail.com • Name of the Bidder • Name, Email, Contact No. of the Representative (s) Joining instructions shall be shared 24 hours before the Pre-Bid Meeting.
Last date & Time of Submission of Bid submission (ONLINE only)	31.03.2025 up to 20:00 hours
Last date & Time of Submission of required Bid documents in HARD copies	03.04.2025 up to 17:00 hours
Bid Opening (Technical)	07.03.2025 at 11:00 hours

Bid Opening (Financial)

17.04.2025 at 16:00 hours

(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).

Bid Processing Fee (non- refundable)

MPUVNL's Bid Processing Cost: INR 5,000/- (Rupees Five Thousand only) + GST (18%) i.e. INR 5,900/- per MW or a part thereof, which would be utilized at the stage of bid evaluation. 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:

a) Account Holder Name: M. P. Urja Vikas Nigam Ltd.

b) Bank Name: ICICI Bank Ltd.

c) Bank Branch Address: Shivaji Nagar, Bhopal

d) Account No.: 656501700049e) IFSC Code: ICIC0006565

f) MICR Code: 462229012

The e-tendering portal charges will be charged by the tendering portal directly as per following:

 E-Tender Portal Registration Fees: During the registration process each bidder will have to pay the applicable ETS Registration-Fee of INR 7,000 + GST (18%).

For already registered bidder on the portal, need not to repay registration fees for 1 year from date of their registration.

 Bid Participation Fee: Bidder Participation Charges Per -INR 12,000/ per sealed bid + GST (18%)

Charges towards the e-tender portal are governed by the portal service provider, and shall be borne by the bidder.

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.

Bid Security

It shall be provided by interested Bidders as per Cl. 3.24 of RFP.

Performance Bank	It shall be provided by Successful Bidders in accordance with Cl.
Customates ("DBC")	4.7.04.DED
Guarantee ("PBG")	4.7 of RFP.
Update on this RFP	Bidders are advised to keep track of the changes/ updates/
	corrigendum regarding this RFP on https://www.bharat-
	electronictender.com and www.mprenewable.nic.in (for
	reference only)
	reference only)
Address for	To,
	To,
Address for correspondence with	To, Executive Engineer (KUSUM-C),
	To,
correspondence with	To, Executive Engineer (KUSUM-C),
correspondence with	To, Executive Engineer (KUSUM-C), Madhya Pradesh Urja Vikas Nigam Limited, "Urja Bhawan"
correspondence with	To, Executive Engineer (KUSUM-C), Madhya Pradesh Urja Vikas Nigam Limited, "Urja Bhawan" Link Road No. 2, Shivaji Nagar, Bhopal – 462016
correspondence with	To, Executive Engineer (KUSUM-C), Madhya Pradesh Urja Vikas Nigam Limited, "Urja Bhawan"

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/ JV. Any bank or financial institution shall not be considered as Affiliate. Also, any organization/ entity/ institution where the President of India or Governor of a State are the ultimate owner but otherwise are separate organization/ entity/ institution from each other 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 case, 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/ other agriculture related institutions participating under Self Development Mode or bidding Company/ Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form of a Company/ LLP/ Partnership Firm/ Sole Proprietor submitting the Bid under Developer Mode 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 (Consortium) or Joint Venture (JV)" 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/ JV of a maximum of two entities/ 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" shall mean Bid Security to be submitted by the Bidder along with the Bid as per provision of RfP;

- "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 up to 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 of this RFP:
- "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 a point a point a provided in Annexure-I of the RfP. where power is injected into grid at 33/11 kV substation and it shall be 11 kV bus bar at the 33/11 kV Sub-station unless specified otherwise. Metering shall be done at this interconnection point where the power is injected into the 33/11 kV Sub-station. Depending upon Project Capacity, there could be interconnection cum delivery point at each PTR at the same

substation .

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 thereunder by the Appropriate Commission or CEA and relevant provision 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 Vitran Company Ltd. and Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company Ltd.

"Effective Date" shall means 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 Prescribed Land in Madhya Pradesh meant for general farming and allied activities, which will be used for setting up renewable energy plant near identified sub-stations (as per Annexure 1 of RfP) for power injection under KUSUM – C (feeder solarization), 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;

"Financially Qualified Bidder" shall mean, for a Project, a Qualified Bidder who has quoted lowest tariff (L-1) for the Project.

"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;

"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 members 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 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;
- "Prescribed Land" shall mean 1 hectare per MW land parcel for setting up of concerned Project(s) within 5 kilometre radius of concerned substation as provided at Annexure-1.
- "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) [SPPs] corresponding to a concerned kV substation as provided at **Annexure-1** of this RfP;
- "Project Capacity" means the capacity of the individual Projects mentioned in this RfP and subsequent PPA;

- "Project Company" shall mean Company incorporated by the Bidder/ RPG as per Indian Laws. However, in case Bidders participating under Farmer/self-development mode, a Project Company may be a Company or LLP or Partnership Firm or Sole Proprietor as per law;
- "Qualified Bidder(s)" shall mean Bidder(s) who have submitted Bid(s) in compliance with this RfP and is/are qualified as per the Eligibility Criteria pursuant to this RFP who shall be eligible for opening of Financial Bid;
- "RFP" shall mean Request for Proposal (RFP) / Bid document / Tender document and shall include formats and annexures in it:
- "Renewable Power Generator" or "RPG" shall mean Bidder declared successful following due process in accordance with this RfP. Any reference to the RPG shall include its successors, executors and permitted assigns as the context may require;
- "Scheduled Commissioning Date" or "SCD" shall mean 12 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 RPG(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. Bidder shall mean sole bidding entity, lead bidding entity or members of consortium/ joint venture.
- 3. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 4. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 5. 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.
- 6. MD of MPUVNL will have authority to take appropriate decision in line with guidelines or directions of MNRE from time to time in matters pertaining to implementation of feeder solarization under KUSUM-C scheme.
- 7. MD of MPUVNL will have authority to interpret and take appropriate decision in matters pertaining to timelines or situations posing challenge in execution of awarded Projects for feeder solarization under KUSUM-C scheme in the State.