

# MP URJA VIKAS NIGAM LTD.

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No: F/UVN/2024/KUSUM-C/V/<u>/4</u>68

Dated: - 12 /06/2025

## Corrigendum - XIV

Sub: - RfP for setting up of Grid connected Solar PV based Power Plants (SPP) under Surya Mitra Krishi Feeders Scheme, in extension of feeder solarization component of PM KUSUM - C Scheme for sale of power to MPPMCL. Reg.

**Ref: -** RFP No: F/UVN/2024/KUSUM-C/V/5183, Dated 11.02.2025.

Apropos above subject. Madhya Pradesh Urja Vikas Nigam Limited has invited RFP for selection of Renewable Power Generators (RPGs) setting up of grid connected solar PV based power plants (SPP) under feeder solarization component of Surya Mitra Krishi Feeders Scheme, in extension of PM KUSUM-C (feeder level solarization), for sale of power to MPPMCL.

Attached with this letter is revised formats. Interested bidders are advised to peruse these latest documents and plan for their bidding accordingly.

Previous versions of these formats stand superseded by these documents in totality. Further the revised timeline for bid submission are as below: -

S. No.	Nodal Agency Stage	Date	Time (Hrs.)
1.	Purchase of RFP End Date	25.06.2025	18:00
2.	Bid Submission End Date	25.06.2025	20:00
3.	Submission hard copy of required Bid documents	26.06.2025	17:00
4.	Technical Bid & Bid Security Opening Date	30.06.2025	12:30
5.	Financial Bid Opening Date	10.07.2025	16:00

(Ajay K Shukla) Project in-Charge (PM KUSUM-C Scheme)

## FORMAT S4: Undertaking for participation under Self-Development-Mode

(Applicable to 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 applying under self-development mode)

To,

Executive Engineer, MP Urja Vikas Nigam Limited Urja Bhawan, Link road no-2, Shivaji Nagar, Bhopal- 462016

Ref.: RfP No: _	_/	/	/_	(	dated_	
Dear sir						

With reference to above RFP and associate and associated PPA and their corrigenda/ addenda/ amendments issued from time to time before bid submission end date (collectively called as "RfP Documents"), I/ we declare, undertake and accept the following:

- My/ Our participation against this RfP is as individual farmer/ Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions.
- 2. Authorized signatory and representative for this bid is Ms./ Mr. \_\_\_\_\_\_
- 3. I/ we own full or Prescribed Land near to the sub-stations, on which solar power plant(s) for which we are bidding under this RfP, will be set-up by me/ us,
- 4. In case owned land is not sufficient to set-up the plant, then I/ we shall arrange necessary contiguous land in accordance with RfP provisions and implement project awarded to me/ us in accordance with conditions of power purchase agreement.
- 5. I/ we commit and undertake that, failure to implement project for issues related to land availability shall make us liable for suitable action, by Competent Authority, under provisions of RfP documents or under provisions of relevant laws.

(Signature of Authorized Signatory)

Name

#### **FORMAT S6: Declaration**

(Applicable to 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 applying under self-development mode)

Ref. no.:// dated
I/ We have carefully read and understood the Terms and Conditions of the RFP and agree to
abide by them. I/ We accept and undertake, the following statements that,

(To be stamped on non – judicial stamp paper of minimum INR 1000 value)

- 1. I/ We have carefully read and understood terms and conditions of above referenced RFP and associated PPA and their corrigenda/ addenda/ amendments issued from time to time before bid submission end date (collectively called as "RfP Documents"). In case, at any stage of bidding process or after award of work, our bid or award of work is found non-compliant with any provisions of RfP Documents or any of our undertakings/ declarations are found wrong/ unsolicited/ misrepresented/ unfulfilled, we unconditionally declare and undertake to accept, without any responsibility/ accountability/ implications/ liabilities/ obligations on anyone other than us, decision of Competent Authority as appropriate, including rejection of our bid and/ or cancellation of award of work, without prejudice to any other rights that Competent Authority may be entitled to exercise as per law or under provisions of RfP documents
- 2. I/ We have not been Blacklisted or debarred or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country or have not failed to execute any previous work of MPUVNL.
- 3. I/ We solemnly undertake that, the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
- 4. I/ We solemnly undertake that incumbrance free land utilized against eligibility for participation in Bid is in 5 km. radial distance from the concerned substation as tabulated below:

SS ID			Project	Name	Khasra	Area of	Distance
No. (as	Name	Name of	Capacity	of land	no.	Khasra	of Khasra
per	of	Substation	(MW)	owner			no. from
Annexure	Circle						substation
1)							

- 5. Except as required by nodal agency, we/ I have not taken support from any of the independent Consultant or Consulting Agency who is associated with Nodal Agency in any form while preparing RFP.
- 6. I/ We are aware that, I/ we should ensure compliance to the all MNRE's order/ rule/ guidelines pertaining to KUSUM C till date, including but not limited to the following:
  - a) 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. This requirement would be applicable for the portion of Project Capacity eligible for Central Financial Assistance (CFA).
  - b) Requirement of Approved List of Models and Manufacturers (ALMM): Bidders/ Successful Bidders would comply ALMM requirement as per ALMM order by Ministry of Power dated 09.12.2024 and it would be applicable on full Project Capacity

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice ................. (Insert Bidder's Name) including our Members, shall be blacklisted/ suspended/ debarred from participating in upcoming tenders issued by any department of MP State Government for a period of 5 years from the date of default as notified by MP Urja Vikas Nigam Limited. and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

Name & Address:

# FORMAT S7: Power of Attorney for Authorized Signatory

(Applicable to 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 applying under self-development mode) (To be stamped on non – judicial stamp paper of minimum INR 1000 value)

a)	Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.
b)	Know all men by these presents, we (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./ Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all
	such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Selection of Solar Power Developer for Design, Engineering, Supply Installation, 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) of cumulative CFA equivalent capacity of 1200 MW for Sale of Solar Power to MPPMCL at the delivery point in each substation at various locations in the state of Madhya Pradesh India in response to the RFP No Dated:/ / issued by Nodal Agency including signing and submission of the Bid and all other documents related to the Bid including but not limited to undertakings, letters, certificates, acceptances, clarifications guarantees or any other document which the Nodal Agency may require us to submit. The aforesaid Attorney is further authorized for making representations to the Madhya Pradesh Urja Vikas Nigam Limited and providing information / responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.
c)	We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.
d)	All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

(Insert the name of the executant)
through the hand of
Mr
duly authorized by the all signees to issue such Power of Attorney
Dated this day of
Accepted
Signature of Attorney
Name:
Address:
Aadhar Card/ PAN Card Number:
Attested
(Signature of the executant)
Name:
Address of the Attorney:
Aadhar Card/ PAN Card Number:
Signature and stamp of Notary of the place of execution
Common seal ofhas been affixed in my/ our presence pursuant to Board
of Director's Resolution dated
WITNESS
(Signature)
Name:
Address,
Aadhar Card/ PAN Card Number:
(Signature)
Name:

Address,

Aadhar Card/ PAN Card Number:

## **FORMAT S8: Format for Joint Bidding Agreement**

(Applicable to Group of farmers, Cooperatives, Panchayats, Farmer Producer Organizations (FPO), Water User associations (WUA))

# Joint Bidding Agreement Format for Participation in "Request for Proposal (RFP) For Selection of Solar Power Developer

Design, Engineering, Supply, Installation, 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) of cumulative CFA equivalent capacity of **1200** MW under feeder solarization component of PM KUSUM-C scheme at various locations in the state of Madhya Pradesh, India, for Sale of Solar Power to MPPMCL at the delivery point at concerned substations in Madhya Pradesh, India.

(To be stamped at non judicial stamp paper of minimum INR 1000)

THIS JOINT BIDDING AGREEMENT is entered into on this day of
20
AMONGST
(name of member who is assigned to power of attorney) and having its registered its registered office/ residence at (Hereinafter referred to as the "First Part" or "Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)
AND
(name of all members) Having its residence/ registered office at
AND
(name of all members) Having its residence/ registered office at
AND
(name of all members) Having its residence/ registered office at
[add/ delete parties as applicable]

(Hereinafter, collectively referred to as the "Second Part" or "Member" which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the First and Second Parts are collectively referred to as the "Parties" and each is individually referred as a "Party".

#### WHERE AS,

- ii. The Parties are interested in jointly bidding for the Project as members of Group of farmers/ Cooperatives/ Panchayat/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- iii. It is a necessary condition under the RFP document that, the members of Group of farmers/ Cooperatives/ Panchayat/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) shall enter into a joint bidding agreement and furnish a copy thereof with the Application.

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

#### **Definitions and Interpretations**

In this agreement, the capitalized terms shall, unless the context otherwise require, have the meaning ascribed thereto under the above mentioned RFP.

#### 1. Joint Bidding Agreement

The Parties do hereby irrevocably constitute a joint bidding agreement (the "**Joint Bidding Agreement**") for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process in a Project as per

FORMAT S7: Power of Attorney and FORMAT S9: Power of Attorney in Favour of Lead Member, of this RFP, only through this Group of farmers/ Cooperatives/ Panchayat/ Farmer Producer Organizations (FPO)/ Water User associations (WUA), and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

#### 2. Role of the Members

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

- a) The Member agree to submit bid as Group of farmers/ Cooperatives/ Panchayat/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) for Projects under this RFP.
- b) First Part shall have the power of attorney from all members of Group of farmers/ Cooperatives/ Panchayat/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) for conducting all business for and on behalf of the Group of farmers/ Cooperatives/ Panchayat/ Farmer Producer Organizations (FPO)/ Water User

- associations (WUA) during the Bidding Process and after its selection as Successful Bidder in accordance with provisions of RfP and/ or PPA, as relevant and applicable.
- c) First Part would be responsible and obligated for successful execution of all work awarded to them by MPUVNL and agreed with PROCURER through PPA and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all rights and obligations as per RFP shall be borne by the First Part.
- d) First Part and Second Part shall work in accordance with roles and responsibilities assigned to them as a part of their internal understanding, without any onus on or accountability of MPUVNL and/ or PROCURER, including the following:
  - a) Mechanism for and sharing of proceeds, gains, fees, fines penalties etc. attributable to the RfP and/ or PPA, as relevant and applicable,
  - b) Internal disputes involving members of this Joint Bidding Agreement, their successors and/ or permitted assigns,
  - Mitigating any risks and/ or holding MPUVNL as well as PROCURER harmless in every respect out of any eventualities arising out of their internal understanding/ agreement(s),
- e) Members of Group of farmers/ Cooperatives/ Panchayat/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by MPUVNL.

#### 3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Bid Validity Period of Award and further in accordance with the LOA subsequently issued if bid arrives as successful. However, in case the Group of farmers/Cooperatives/ Panchayat/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) is either not pre-qualified for the Project or does not get selected as Successful Bidder, the Agreement will stand terminated in case the Applicant is not pre-qualified.

#### 4. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the MPUVNL and/ or PROCURER, as relevant. Party of First Part would decide on the representative of joint bidding agreement at MPUVNL and/ or PROCURER.

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

Lead Member by:	Member:		
(Signature)	(Signature)		
(Name & Designation)	(Name & Designation)		
(Organization Name)	(Organization Name)		
(Address)	(Address)		
In Presence of:	In Presence of:		
Witness -1	Witness -1		

Witness -2

Witness -2

# FORMAT S9: Power of attorney in favour of lead member of the joint bidding agreement

(To be submitted by each member of joint bidding)

(To be stamped as per the stamp act of the state where the document is made, minimum INR 1000 value stamp paper)

Whereas Madhya Pradesh Urja Vikas Nigam Ltd. (MPUVNL) has invited applications (the				
Applications") by its RFP No: Dated:/ / for Selection of RPGs for Design				
Engineering, Supply, Installation, 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)				
of cumulative CFA equivalent capacity of <b>1200</b> MW under feeder solarization component of				
PM KUSUM-C scheme at various locations in the state of Madhya Pradesh, India, for Sale of				
Solar Power to MPPMCL at the Delivery Point in each substation (hereinafter called "Project")				
Whereas, (collectively the				
Consortium/ JV) being Members of the Consortium/ JV and having signed a Joint Bidding				
Agreement dated [•], are interested in submitting a Bid in accordance with the terms and				
conditions of the Request for Proposal (RFP) and the other Bid Documents, and				
Whereas, it is necessary for the Members of the Consortium/ JV to designate one of them as				
the Lead Member with all necessary power and authority to do for and on behalf of the				
Consortium/ JV, all acts, deeds and things as may be necessary in connection with the				
Consortium's/ JV's bid for the Unit(s) and its execution.				
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS				
We,, having our residence/ registered office at, and				
, having our residence/ registered office at,				
(hereinafter collectively referred to as the Principals) do hereby irrevocably designate,				
nominate, constitute, appoint and authorise having its residence/				
registered office at, being one of the Members of the Consortium/ JV, as				
the Lead Member and true and lawful attorney of the Consortium/ JV (hereinafter referred to				

a)

as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium/ JV, and any one of us, during the Bid Process, including undertaking all acts required for the submission of the Bid in accordance with the terms and conditions of the RFP. Additionally, we also authorise the Lead Member to do any other acts or submit any information and documents related to the above Bid submission, to do on our behalf and on behalf of the Consortium/ JV, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Unit(s), including but not limited to signing and submission of all applications, undertakings and other documents and writings, participate in bidders and other conferences and respond to gueries, if required. In the event the Consortium/ JV is awarded the Project(s), we authorise the Lead Member to submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium/ JV in relation to the incorporation of the SPV and generally to represent the Consortium/ JV in all its dealings with MPUVNL, PROCURER and/ or any other Government Agency or any Person, in all matters in connection with or relating to or arising out of the Consortium's/ JV's Bid for the Project(s) and/ or upon award thereof.

- b) AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium/ JV jointly and severally.
- c) AND< hereby agree to hold and confirm that this Attorney, Joint Bidding Agreement and FORMAT S7: Power of Attorney in Favor of Authorized Signatory would be read, interpreted and applied in harmony for the purposes of RFP No: ........................ Dated: \_\_\_\_/ / and its outcome

and applied in harmony for the purposes of RFP No: Dated:/ / and its
outcome.
IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS DAY OF, 202
For
(Signature)
Name:

Designation:

Organization Name:
For
(Signature)
Name:
Designation:
Organization Name:
(To be executed by authorized signatories of the Members of the Consortium/ JV, except the Lead Member)
Witnesses:
1.
(Signature)
Name:
Designation:
Organization Name:
2.
(Signature)
Name:
Designation:
Organization Name:
(Notarised)
Accepted
(Signature of the authorized signatory of the Lead Member)
(Name, Title and Address of the Attorney)

## Instructions:

- (1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- (2) Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium/ JV.