



MADHYA PRADESH POWER MANAGEMENT COMPANY LIMITED

CIN: U40109MP2006SGC018637

(A GOVT. OF M.P. UNDERTAKING)

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Dated: 16.11.2023

CORRIGENDUM - 2

Tender for Procurement of 500 MW Energy Storage Capacity (For 6 Hours discharge with Maximum 4 Hours continuous discharge) for 40 Years from ISTS Connected Pumped Hydro Storage Plant/S Through Competitive Bidding

Ref: NIT No. 05-01/PHSP-500/23-24/132 dated 05.10.2023

This is to notify to all the prospective Bidders that:

- A.** The amendments as specified in Annexure – 1 to this Corrigendum shall be considered as a part of the Tender Document.
- B.** A technical glitch has led to disruption in the clause numbers, hyperlinks, and cross-references within the 'Draft PHSPPA' uploaded on the MPPMCL's website and on ISN-ETS Portal. Revised version of the draft agreement has been uploaded and **all Bidders are advised to refer to the 'Revised Draft PHSPPA' uploaded along with this Corrigendum** on MPPMCL's website and on ISN-ETS Portal. All future amendments by MPPMCL in PHSPPA shall be exclusively in reference to the revised version.

Other terms and conditions of the tender shall remain the same.

Addl. Chief General Manager
(Commercial - Conventional Energy)
MPPMCL, Bhopal
mppmclpsp@mppmcl.com

// SAVE ELECTRICITY //

Article	Provision in the document	Provision amended to
5.8	<p data-bbox="387 240 757 268">5.8 Techno-Commercial Bid</p> <p data-bbox="405 304 1167 411">a) The Techno-Commercial Bid shall contain the scanned copy of the documents set out below, in a sequential manner:</p> <p data-bbox="483 448 1189 671">i. Letter of Bid, in the form set out in APPENDIX I along with ANNEX (I to VII) and supporting documents to be submitted by the Single Bidder/s, or the Lead Member of the Consortium providing all required information of all the members of the Consortium:</p> <p data-bbox="562 708 1223 778">a. ANNEX-I: Details of Bidder/s - to be furnished in Microsoft Excel format only</p> <p data-bbox="562 815 1223 970">b. ANNEX-II: Certificate from Statutory Auditor in case the experience of the Group Business Entity is used, applicable for Single Bidder/s only)</p> <p data-bbox="562 1007 1223 1077">c. ANNEX-III: Statement of Legal Capacity of the Bidder/s</p> <p data-bbox="562 1114 595 1141">d.</p> <p data-bbox="562 1177 1144 1204">e. ANNEX-IV: Certificate of Anti-Collusion</p> <p data-bbox="562 1241 1155 1268">f. ANNEX-V: Affidavit for Anti-Blacklisting</p> <p data-bbox="562 1305 1223 1375">g. ANNEX-VI: Declaration of Shareholding Pattern of the Bidder/s</p>	<p data-bbox="1276 240 1646 268">5.8 Techno-Commercial Bid</p> <p data-bbox="1294 304 2107 411">a) The Techno-Commercial Bid shall contain the scanned copy of the documents set out below, in a sequential manner:</p> <p data-bbox="1373 448 2107 671">i. Letter of Bid, in the form set out in APPENDIX I along with ANNEX (I to VII) and supporting documents to be submitted by the Single Bidder/s, or the Lead Member of the Consortium providing all required information of all the members of the Consortium:</p> <p data-bbox="1451 708 2112 778">a) ANNEX-I: Details of Bidder/s - to be furnished in Microsoft Excel format only</p> <p data-bbox="1451 815 2112 970">b) ANNEX-II: Certificate from Statutory Auditor in case the experience of the Group Business Entity is used, applicable for Single Bidder/s only)</p> <p data-bbox="1451 1007 2112 1077">c) ANNEX-III: Statement of Legal Capacity of the Bidder/s</p> <p data-bbox="1451 1114 2063 1141">d) ANNEX-IV: Certificate of Anti-Collusion</p> <p data-bbox="1451 1177 2051 1204">e) ANNEX-V: Affidavit for Anti-Blacklisting</p> <p data-bbox="1451 1241 2107 1311">f) ANNEX-VI: Declaration of Shareholding Pattern of the Bidder/s</p> <p data-bbox="1451 1348 1995 1375">g) ANNEX-VII: No Deviation Certificate</p>

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	h. ANNEX-VII: No Deviation Certificate	
5.8. a)	ix. Copy of Tender, draft PHSPPA, Addendums, Clarification and Corrigendum duly signed by authorized signatory in acceptance of all terms and conditions of this documents and other related documents along with seal and shall be the part of Clause Error! Reference source not found.	ix. Copy of Tender, draft PHSPPA, Addendums, Clarification and Corrigendum duly signed by authorized signatory in acceptance of all terms and conditions of this documents and other related documents along with seal and shall be the part of Clause 5.8.
5.10	<p data-bbox="360 459 987 491">5.10 Offline Bid for submission of Hardcopies</p> <p data-bbox="405 523 1223 627">e) Each Bidder/s shall, as a part of the Techno-Commercial Bid, also submit original versions of the following documents to MPPMCL:</p> <ul style="list-style-type: none"> <li data-bbox="483 659 752 691">i. Cost of Tender; <li data-bbox="483 722 864 754">ii. Cost of Application Fee; <li data-bbox="465 786 1122 818">iii. Bid Security in the form of Bank Guarantee; <li data-bbox="465 850 875 882">iv. Power of Attorney as per <li data-bbox="483 914 1223 978">v. APPENDIX-III Format for Power of Attorney and Board Resolutions <li data-bbox="465 1010 1223 1121">vi. Power of Attorneys as per APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium <li data-bbox="465 1153 1223 1217">vii. JBA as per APPENDIX-V Format for Joint Bidding Agreement; <li data-bbox="454 1249 1223 1361">viii. Certificate from Statutory Auditor as per APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity; and <li data-bbox="465 1393 1223 1425">ix. Certificate from Statutory Auditor as per 	<p data-bbox="1249 459 1877 491">5.10 Offline Bid for submission of Hardcopies</p> <p data-bbox="1294 523 2112 627">e) Each Bidder/s shall, as a part of the Techno-Commercial Bid, also submit original versions of the following documents to MPPMCL:</p> <ul style="list-style-type: none"> <li data-bbox="1373 659 1641 691">i. Cost of Tender; <li data-bbox="1373 722 1753 754">ii. Cost of Application Fee; <li data-bbox="1355 786 2011 818">iii. Bid Security in the form of Bank Guarantee; <li data-bbox="1355 850 2112 962">iv. Power of Attorney as per APPENDIX-III Format for Power of Attorney and Board Resolutions <li data-bbox="1373 994 2112 1106">v. Power of Attorneys as per APPENDIX-IV Format for Power of Attorney in favour of Lead Member of Consortium <li data-bbox="1355 1137 2112 1201">vi. JBA as per APPENDIX-V Format for Joint Bidding Agreement; <li data-bbox="1355 1233 2112 1345">vii. Certificate from Statutory Auditor as per APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity; and <li data-bbox="1344 1377 2112 1441">viii. Certificate from Statutory Auditor as per APPENDIX-VII: Format for Certificate from

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	<p>APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity</p> <p>x. The documents to be submitted under Clause 5.10 (e) above shall be placed in a duly sealed envelope, which shall be super-scribed as follows:</p> <ol style="list-style-type: none"> a. Separate envelope mentioning “Cost of Tender” b. Separate envelope mentioning “Application Fee” c. Separate envelope mentioning “Bid Security” d. Separate envelope mentioning “Techno-Commercial Bid” enclosing the following: <ol style="list-style-type: none"> 1. Power of Attorney as per 2. APPENDIX-III Format for Power of Attorney and Board Resolutions 3. Power of Attorneys (for Consortium only) as per APPENDIX-IV Format for Power of Attorney in favour of Lead Member of Consortium 4. JBA as per APPENDIX-V Format for Joint Bidding Agreement 5. Certificate from Statutory Auditor as per APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity 6. Certificate from Statutory Auditor as per 	<p>Statutory Auditor for Financial Capacity</p> <p>ix. The documents to be submitted under Clause 5.10 (e) above shall be placed in a duly sealed envelope, which shall be super-scribed as follows:</p> <ol style="list-style-type: none"> a. Separate envelope mentioning “Cost of Tender” b. Separate envelope mentioning “Application Fee” c. Separate envelope mentioning “Bid Security” d. Separate envelope mentioning “Techno-Commercial Bid” enclosing the following: <ol style="list-style-type: none"> 1. Power of Attorney as per APPENDIX-III Format for Power of Attorney and Board Resolutions 2. Power of Attorneys (for Consortium only) as per APPENDIX-IV Format for Power of Attorney in favour of Lead Member of Consortium 3. JBA as per APPENDIX-V Format for Joint Bidding Agreement 4. Certificate from Statutory Auditor as per APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity 5. Certificate from Statutory Auditor as per APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity;

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	APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity;	
5.10	f) MPPMCL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In case the Bidder/s has not submitted any of the above document as mentioned above in this Clause 5.75, then all the Bid/s submitted by the Bidder/s shall be rejected. MPPMCL shall not be held responsible for failure on part of the Bidder/s to furnish all or any of the documents as part of its Bid through e-tendering portal or for rejection of Bid/s by e-tendering portal of Electronic Tender (India) Ltd (https://www.bharat-electronictender.com) for whatsoever reasons. No correspondence shall be entertained by MPPMCL in this regard.	f) MPPMCL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In case the Bidder/s has not submitted any of the above document as mentioned above in this Article 5 , then all the Bid/s submitted by the Bidder/s shall be rejected. MPPMCL shall not be held responsible for failure on part of the Bidder/s to furnish all or any of the documents as part of its Bid through e-tendering portal or for rejection of Bid/s by e-tendering portal of Electronic Tender (India) Ltd (https://www.bharat-electronictender.com) for whatsoever reasons. No correspondence shall be entertained by MPPMCL in this regard.
6.1 a)	v. Whether the original Power of Attorney as per vi. APPENDIX-III Format for Power of Attorney and Board Resolutions, Power of Attorneys as per APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium (for Consortium only), JBA (for Consortium only) as per APPENDIX-V Format for Joint Bidding Agreement have been submitted. vii. Whether the annual Cycle Loss has been declared and submitted as per ANNEX – X: Format for Cycle Loss viii. Whether the Total Storage Cost entered by the Bidder is correct as per the formula given under Clause 2.12(c).	v. Whether the original Power of Attorney as per APPENDIX-III Format for Power of Attorney and Board Resolutions, Power of Attorneys as per APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium (for Consortium only), JBA (for Consortium only) as per APPENDIX-V Format for Joint Bidding Agreement have been submitted vi. Whether the annual Cycle Loss has been declared and submitted as per ANNEX – X: Format for Cycle Loss vii. Whether the Total Storage Cost entered by the Bidder is correct as per the formula given under Clause 2.12(c).
6.9	e) Shortlisted Bidder/s for Reverse Auction will be able to login into the Reverse Auction Bidding event 15 minutes before the start time of reverse auction. i. On e-Reverse Auction page each Bidder/s's Total	e) Shortlisted Bidder/s for Reverse Auction will be able to login into the Reverse Auction Bidding event 15 minutes before the start time of reverse auction. i. On e-Reverse Auction page each Bidder/s's Total

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	<p>Storage Cost along with the total quoted capacity shall be displayed.</p> <p>ii. The minimum decrement value for the Total Storage Cost shall be INR 1000 /MW/Annum.</p> <p>iii. Bidder/s can only quote any value lower than their previous quoted Total Storage Cost, taking into consideration the minimum decrement value mentioned in Clause 6.9 (e) ii. However, at any stage, increase in Total Storage Cost will not be permissible. Bidder/s can improve their ranking by quoting the Total Storage Cost lower than their last quoted Total Storage Cost.</p> <p>iv.</p> <p>v. In the Bidder/s’s bidding window, the following information can be viewed by the Bidder/s:</p> <ol style="list-style-type: none"> 1. It's initial Total Storage Cost and there after last quoted Total Storage Cost along with the Project capacity for which the Bidder/s is qualified. 2. The list of all the Bidder/s with their following details: Pseudo Identity, last quoted Total Storage Cost and project capacity. <p>vi. During reverse auction, the Bidder/s shall not have the option of changing the total project capacity while participating during the reverse auction.</p> <p>vii. The initial auction period will be of 01 Hour with a provision of auto extension by 10 (Ten) minutes from the scheduled/ extended closing time. Such auto</p>	<p>Storage Cost along with the total quoted capacity shall be displayed.</p> <p>ii. The minimum decrement value for the Total Storage Cost shall be INR 1000 /MW/Annum.</p> <p>iii. Bidder/s can only quote any value lower than their previous quoted Total Storage Cost, taking into consideration the minimum decrement value mentioned in Clause 6.9 (e) ii. However, at any stage, increase in Total Storage Cost will not be permissible. Bidder/s can improve their ranking by quoting the Total Storage Cost lower than their last quoted Total Storage Cost.</p> <p>iv. In the Bidder/s’s bidding window, the following information can be viewed by the Bidder/s:</p> <ol style="list-style-type: none"> 1. It's initial Total Storage Cost and there after last quoted Total Storage Cost along with the Project capacity for which the Bidder/s is qualified. 2. The list of all the Bidder/s with their following details: Pseudo Identity, last quoted Total Storage Cost and project capacity. <p>v. During reverse auction, the Bidder/s shall not have the option of changing the total project capacity while participating during the reverse auction.</p> <p>vi. The initial auction period will be of 01 Hour with a provision of auto extension by 10 (Ten) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in Total Storage Cost, a Bidder/s causes a change in its</p>

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	<p>extension shall be effected if by way of reduction in Total Storage Cost, a Bidder/s causes a change in its zonal placement at that instant. The ‘zones’ are as defined below:</p> <ol style="list-style-type: none"> 1. Green Zone: This zone consists of the Bidder/s who may be allocated their full quoted Project capacity if the auction is closed at that instant. 2. Yellow Zone: This zone consists of the Bidder/s who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant. 3. Red Zone: This zone consists of the Bidder/s who will not be awarded their quoted Project capacity if the auction is closed at that instant. 4. Blue Zone: This zone consists of the Bidders who may or may not be allocated allocated their full quoted Project capacity or a part of their full quoted Project capacity if the auction is closed at that instant. In this Zone bidders with same Quoted Price submitted at same point of time will be appearing. The decision of Awardee in such case will be done as per Point i below. <p>viii. If no such change as described above is effected during the last 10 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.</p>	<p>zonal placement at that instant. The ‘zones’ are as defined below:</p> <ol style="list-style-type: none"> 1. Green Zone: This zone consists of the Bidder/s who may be allocated their full quoted Project capacity if the auction is closed at that instant. 2. Yellow Zone: This zone consists of the Bidder/s who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant. 3. Red Zone: This zone consists of the Bidder/s who will not be awarded their quoted Project capacity if the auction is closed at that instant. 4. Blue Zone: This zone consists of the Bidders who may or may not be allocated their full quoted Project capacity or a part of their full quoted Project capacity if the auction is closed at that instant. In this Zone bidders with same Quoted Price submitted at same point of time will be appearing. The decision of Awardee in such case will be done as per Point i below. <p>vii. If no such change as described above is effected during the last 10 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.</p>
8.16. APPENDIX-V	<p>4. Equity Contribution</p> <p>The percentage of equity holding of each Member of the</p>	<p>4. Equity Contribution</p> <p>The percentage of equity holding of each Member of the</p>

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<p>Format for Joint Bidding Agreement</p>	<p>Consortium in the Project Company shall be / is as follows:</p> <table border="1" data-bbox="405 233 1122 344"> <thead> <tr> <th>Name</th> <th>Percentage of equity holding</th> </tr> </thead> <tbody> <tr> <td>Lead Member*</td> <td>-----</td> </tr> <tr> <td>Other Member 1</td> <td>-----</td> </tr> <tr> <td>Other Member 2</td> <td>-----</td> </tr> </tbody> </table> <table border="1" data-bbox="405 624 1122 735"> <thead> <tr> <th>Name</th> <th>Percentage of equity holding</th> </tr> </thead> <tbody> <tr> <td>Total Equity</td> <td>100%</td> </tr> </tbody> </table> <p><i>(Note: The percentage equity holding/for any Member of the Consortium in the Project cannot be Zero in the above table.)</i></p> <p>In case of any breach of any of the equity holding as specified under clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.</p>	Name	Percentage of equity holding	Lead Member*	-----	Other Member 1	-----	Other Member 2	-----	Name	Percentage of equity holding	Total Equity	100%	<p>Consortium in the Project Company shall be / is as follows:</p> <table border="1" data-bbox="1294 233 2011 344"> <thead> <tr> <th>Name</th> <th>Percentage of equity holding</th> </tr> </thead> <tbody> <tr> <td>Lead Member*</td> <td>-----</td> </tr> <tr> <td>Other Member 1</td> <td>-----</td> </tr> <tr> <td>Other Member 2</td> <td>-----</td> </tr> <tr> <td>Total Equity</td> <td>100%</td> </tr> </tbody> </table> <p><i>(Note: The percentage equity holding/for any Member of the Consortium in the Project cannot be Zero in the above table)</i></p> <p>In case of any breach of any of the equity holding as specified under clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.</p>	Name	Percentage of equity holding	Lead Member*	-----	Other Member 1	-----	Other Member 2	-----	Total Equity	100%
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