

**REQUEST FOR SELECTION (RFS) DOCUMENT
FOR
SELECTION OF SOLAR POWER DEVELOPER FOR SETTING UP
05MW
GRID CONNECTED SOLAR PV POWER PROJECT
IN
DISTRICT MAU, UTTAR PRADESH**

RFS No: 06 /UPNEDA/SOLAR PROJECT MAU/RfS/2025

Dated: 08/02/2025

Issued By:

**Uttar Pradesh New and Renewable Energy Development Agency,
(UPNEDA)**

(Dept. of Additional Sources of Energy, Govt. of U.P.)

Vibhuti Khand, Gomti Nagar, Lucknow-226010

Tel.No. 0522-2720652, TeleFax: 0522-2720779, 2720829

Website:www.upneda.org.in E-Mail: compneda@rediffmail.com

Feburary 2025

DISCLAIMER

1. This Request for Selection (RfS) document is not an agreement or offer by the UPNEDA to the prospective Bidders or any other party. The purpose of this RfS is to provide interested parties with information to assist the formulation of their Bid. This RfS is based on material and information available in public domain.
2. This RfS, along with its Formats, is not transferable.
3. While this RfS has been prepared in good faith, neither UPNEDA nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RfS.
4. Neither UPNEDA Representative, nor its employees will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfS, any matter deemed to form part of this RfS, the award for supply of power, the information supplied by or on behalf of UPNEDA or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power
5. This RfS is not an agreement and is neither an offer nor invitation by UPNEDA to the prospective Bidders or any other person. The purpose of this RfS is to provide interested parties with information that may be useful to them in the formulation of their Offers pursuant to this RfS. This RfS may not be appropriate for all persons, and it is not possible for UPNEDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RfS. The assumptions, assessments, Statements and information contained in this RfS, 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 and information contained in this RfS and obtain independent advice from appropriate sources.
6. UPNEDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the Statements contained in this RfS. UPNEDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfS.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations which may be required by UPNEDA or any other costs incurred in connection with or relating to its Offer. All such costs and expenses will remain with the Bidder and UPNEDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the Offer, regardless of the conduct or outcome of the Selection Process.

Place: Lucknow

Date: 08/02/2025

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of Solar Power Developer for Setting Up of 05 MW Grid Connected Solar PV Power Project in District MAU , Uttar Pradesh					
(B)	RfS NO. & DATE	06/UPNEDA/Solar PROJECT MAU/RfS/ 2025 dated 08/02/2025					
(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>	
SINGLE BID SYSTEM	<input type="text"/>						
TWO BID SYSTEM	<input type="text" value="Yes"/>						
(D)	TYPE OF RfS/ TENDER	<table border="1"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>	
E-TENDER	<input type="text" value="Yes"/>						
MANUAL	<input type="text"/>						
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Documents					
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	<table border="1"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	<p>Amount: INR 25,000/+18%GST=INR 29500 (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted either through NEFT/ RTGS transfer in the account of UPNEDA , or in the form of DD/ Pay Order along with the response to RfS in favour of Director, UPNEDA", payable at "Lucknow</p>
APPLICABLE	<input type="text" value="Yes"/>						
NOT APPLICABLE	<input type="text"/>						

(G)	DOCUMENT PROCESSING FEE (NON-REFUNDABLE)	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table> <p>Rs. 2 Lakh +18% GST with each Bid to be submitted either through NEFT/RTGS transfer in the account of UPNEDA, or in the form of DD/Pay Order along with the response to RfS in favour of “Director, UPNEDA”, payable at “Lucknow”</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(h)	Earnest Money Deposit (EMD)	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table> <p>Rs. 8.0 lakh (–eight lakh per MW total –40.0 lakh for the project to be submitted in the form of Bank Guarantee along with the response to RfS.”</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(I)	PERFORMANCE BANK GUARANTEE	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal /In RfS and information as available on UPNEDA website.				
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	10/03/2025 at 18.00 HRS				
(L)	TECHNO-COMMERCIAL BID OPENING	11/03/2025 at 12.30 PM				
(M)	e-Reverse Auction (e-RA)	Will be informed to eligible bidders. Date and time of e–RA shall be intimated through email.				
(N)	CONTACT DETAILS OF ETS e-BIDDING PORTAL	M/s Electronic Tender.com (India) Pvt. Ltd. 1001, DLF City Court, Mehrauli–Gurgaon Rd, Sector 24, Gurugram, Haryana 122002 Contact Person : ISN–ETS Support Team Customer Support:+91–124–4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com				

(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Director, Uttar Pradesh New & Renewable Energy Development Agency,Vibhuti Khand, Gomti Nagar, Lucknow Phone:–9415609007, TeleFax: 0522–2720779, 0522–2720829, Email: compneda@rediffmail.com/ ho_nks@rediffmail.com Website: www.upneda.org.in
(P)	Details of persons to be contacted in case of any assistance required	Narendra Singh Senior Project Officer Uttar Pradesh New & Renewable Energy Development Agency,Vibhuti Khand, Gomti Nagar, Lucknow Phone:–9415609007, TeleFax: 0522–2720779, 0522–2720829, Email: ho_nks@rediffmail.com Website: www.upneda.org.in

- 1.0 Bids must be submitted strictly in accordance with Section–III, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information. The IFB is an integral and inseparable part of the RfS document.
- 2.0 Bidder(s) are advised to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) if any from ETS Portal (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 ***Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> . No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.upneda.org.in and the details only will be available from <https://www.bharat-electronictender.com>***

SECTION - I

DEFINITIONS OF TERMS

- 1.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- 1.2 **"AFFILIATE"** shall mean a Company that, directly or indirectly,
- i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA
- 1.4 **BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by UPNEDA.
- 1.5 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
- 1.6 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;
- 1.7 **"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time. However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;

In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$;

- 1.8 **"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.

For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;

- 1.9 “COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- 1.10 “CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with Procurer (UPPCL) for supply by the SPG to Procurer (UPPCL) at the Delivery Point from the Project, based on which the PPA is executed with Procurer.
- 1.11 CONTRACT YEAR”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
- 1.12 “CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.13 “CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.14 “DAY”** shall mean calendar day;
- 1.15 “EFFECTIVE DATE”** shall mean the date as on 30th day from the date of issuance of Letter of Award , i.e. the date on which the Power Purchase Agreement (PPA) shall be executed by both the parties;
- 1.16 “EQUITY”** shall mean Net Worth as defined in Companies Act, 2013
- 1.17 “FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance.
- 1.18 “GUIDELINES”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by the Ministry of Power vide Resolution dated 28.7.2023 including subsequent amendments and clarification thereto, if any, issued until the last date of bid submission of this RfS.
- 1.19 “GROUP COMPANY”** of a Company means a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or.
- I a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or.
 - II a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - III a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

- IV a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

- 1.20 “Injection Point”** Is the point at which energy supplied to the Procurer shall be measured ,shall be low voltage side of the STU substation. It shall also be the Delivery point or the metering point for estimation of energy generation, shall also mean “Point of Connectivity
- 1.21 “Interconnection Point”** shall mean the point where the power from the transmission line reaches to the switchyard bus of Transco / Discom at the Injection Point, the interconnection point shall be located in the periphery of Transco / Discom substation.
- 1.22 “JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);
- 1.23 “LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”:** There shall be only one Lead Member, having the shareholding of not less than 51% in the Bidding Consortium.
- Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project;*
- 1.24 “LETTER OF AWARD” or “LoA”** shall mean the letter issued by UPNEDA to the selected Bidder for award of the Project;
- 1.25 “LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.26 “LLC”** shall mean Limited Liability Company;
- 1.27 “MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.28 “MONTH”** shall mean calendar month;
- 1.29 “NET-WORTH”** shall mean the Net-Worth as defined section 2 of the company Act, 2013;
- 1.30 “PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the

Company Act, 2013;

1.31 “PARENT” shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

1.32 “PPA” shall mean the Power Purchase Agreement signed between the Successful SPG and UPPCL according to the terms and conditions of the standard PPA enclosed with this RfS;

1.33 “POWER PROJECT” or “SOLAR PROJECT” or “PROJECT” shall mean the solar power generation facility having separate boundary and separate points of injection into the grid at Inter-connection/ Delivery/ Metering Point. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to UPPCL.

1.34 “PROJECT CAPACITY” shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;

1.35 “PROJECT COMMISSIONING”: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA ;

1.36 “PROJECT DEVELOPER” or “Generator” or “Solar Power Generator (SPG)” shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated 5MW project capacity by UPNEDA (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of solar based generating system for supply of solar Power

1.37 “RfS DOCUMENT” shall mean the bidding document issued by UPNEDA including all attachments; clarifications and amendments thereof vide RfS no. – **06 /UPNEDA/Solar PROJECT MAU/2025 dated –08/02/2025**

1.38 “Scheduled Commencement-of-Supply Date ” or “SCSD” shall mean the date as defined in Clause no. 16, Section–III, Instructions to Bidders (ITB) of RfS Documents . It shall be the date as on 15 months from the Effective Date (Date of execution of Power Purchase Agreement) from the PPA. For example, if the Effective Date of the PPA is 07–11–2023, the SCD shall be 06–02–2025;

1.39 “SELECTED BIDDER” or “SUCCESSFUL BIDDER” shall mean the Bidder selected pursuant to this

RfS to set up the Project and supply electrical output as per the terms of PPA;

- 1.40 “SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
- 1.41 “STATE TRANSMISSION UTILITY” or “STU”** shall mean the Board or the Government Company notified by the U.P State Government under Sub-Section I of Section 39 of the Electricity Act, 2003 i.e UPPTCL
- 1.42 “TOE”** shall mean Tender Opening Event.
- 1.43 “ULTIMATE PARENT”** shall mean a Company, which owns not less than 50% (Fifty Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.44 “WEEK”** shall mean calendar week;

SECTION - II

INVITATION FOR BIDS (IFB)

SECTION II. INTRODUCTION & INVITATION FOR BIDS

Background & Introduction

- 2 Uttar Pradesh New & Renewable Energy Development Agency, hereinafter referred to as UPNEDA, acting through Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow, hereby invites interested Bidders to participate in the online bidding process for selection of SPG for setting up of 05 MW Grid Connected Solar PV Power Projects in District MAU of Uttar Pradesh on the basis of international competitive bidding in accordance with the Bidding Guidelines. The responsibility of the Successful Bidder shall be to supply power to the Procurer(s) as per the terms and conditions of the RfS Documents.
- 3 Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dated 28.7.2023. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 to enable procurement of Solar Power by Procurers, from grid-connected Solar Photovoltaic (PV) Power Projects, with or without Energy Storage, through tariff based competitive bidding. This RfS document has been prepared in line with the above Guidelines issued by MoP dated 28.7.2023.
- 4 UPNEDA has about 29.2 acres (11.86 hectare) land in village Saraisadi of district MAU. The title of the land is in name of UPNEDA. UPNEDA wishes to invite proposals for setting up of grid connected Solar PV project of 05 MW capacity on “Build Own Operate” (B–O–O) basis on this land parcel. This land will be provided on lease rent of Rs 15000 per acre per annum for 30 years to the selected SPG for setting up of 05 MW project.
- 5 Uttar Pradesh Power Corporation Ltd (UPPCL) referred to as “Procurer”, duly authorized will enter into Power Purchase Agreement on behalf of DISCOMS namely Paschimanchal Vidyut Vitran Nigam Ltd, Poorvanchal Vidyut Vitran Nigam Ltd, Madhyanchal Vidyut Vitran Nigam Ltd, Dakshinanchal Vidyut Vitran Nigam Ltd shall) with the successful Bidder selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS.

Invitation for Bids

- 6 A Single Stage, Two–Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of UPNEDA, UPPCL and the Bidder/SPG shall be governed by the RfS Documents/Agreement signed between UPPCL and the SPG for the project. Solar Power Generator (hereinafter referred to as SPG) selected by UPNEDA based on this RfS, shall set up Solar PV Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA and land lease Agreement formats are also being uploaded and can be downloaded from ISN–ETS Portal <https://www.bharat-electronictender.com>.

- 7 UPPCL shall enter into PPA with successful SPGs/bidder for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at INR 2.98/kWh for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess if applicable as on the last date of bid submission.
- 8 Bidders shall submit their bid by offering a single tariff for the Project, which shall be applicable for all the 25 years.
- 9 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 (one) year after SCSD), UPNEDA/UPPCL (Procurer) will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

GUIDELINES FOR IMPLEMENTATION OF THE RfS

- 10 Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA) has issued this RfS as the mentioned in Guidelines as Authorised representative of Procurer (UPPCL) for carrying out the tendering/bidding Process on behalf of Procurer . UPNEDA/UPPCL may develop a suitable monitoring mechanism, to analyse the performance of the project and carry out random checks to verify compliance of quality standards.
- 11 For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing UPERC regulation. The DSM charges at the generator end shall be settled by the Solar Power Generator .

GENERAL

- 12 The complete RfS Documents are available at ISN-ETS Portal <https://www.bharat-electronictender.com> as well as on UPNEDA website www.upneda.org.in . Interested bidders shall download the RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.
- 13 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com (India) Pvt. Ltd to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get them registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS are mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this IFB from the registered office of UPNEDA at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting **M/s Electronic Tender.com (India) Pvt. Limited** directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. UPNEDA in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II – ITB of the Bidding Documents.

- 14 While submitting/ uploading the bids, the system through portal asks to key in the pass–phrase for encryption of the documents. The pass–phrase is required by UPNEDA for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass–phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass–phrase provided by the bidder, UPNEDA on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, UPNEDA shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

- 15 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the global competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of UPNEDA, UPPCL and the Bidder/ SPG shall be governed by the RfS Documents/ Contract signed between UPPCL and the SPG for the package.
- 16 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal (<https://www.bharat-electronictender.com>), UPNEDA website www.upneda.org.in and as indicated in the Bid Information Sheet.
- 17 Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non–refundable RfS Document Fees and Bid Processing Fees, complete in all respect as per the Bid Information Sheet. Techno–Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document Fees and Bid Processing Fees will be rejected.
- 18 In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bids submitted without cost of the RfS document and/or Bid Processing Fee, may be liable for rejection by UPNEDA. **In the event of any dates indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.** Bank details of UPNEDA

Name & Address of Account Holder	Uttar Pradesh and Renewable Energy Developemnt Agency
Bank Name	Central Bank of India
Email	Bmluck3964@centralbank.co.in
Account No	2185286335
IFSC Code	CBIN0283946
MICR Code	226016035

- 19** RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal (<https://www.bharat-electronictender.com>) or from UPNEDA website (www.upneda.org.in). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS Portal website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ISN-ETS Portal website. The same may also be uploaded on UPNEDA website www.upneda.org.in **also. However, incase of any discrepancy, the information available on ISN-ETS Portal website shall prevail.**
- 20** The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.
- 21** UPNEDA shall conduct e-Reverse Auction (e-RA), as per provisions of RfS documents.
- 22** UPNEDA reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

INTERPRETATIONS

- 23** Words comprising the singular shall include the plural & vice versa.
- 24** An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 25** A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 26** 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.
- 27** The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

1 OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the website of ETS Portal <https://www.bharat-electronictender.com>. A link of the same is also available at www.upneda.org.in

Note: Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS Portal website by using the Login ID & Password provided by ISN-ETS Portal during registration (Refer Annexure - C). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS Portal and downloading the official copy of RfS.

2 COST OF DOCUMENTS & PROCESSING FEES

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with Bid Processing Fee and Cost of RfS Documents as mentioned in the Bid Information Sheet. A bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

The bank details of UPNEDA have been mentioned above in Section II clause 17.

Bids submitted without cost of the RfS document and/or Bid Processing Fee (including partial submission of any one of the respective amounts), may be liable for rejection by UPNEDA

3 TOTAL CAPACITY OFFERED

- 3.1 Selection of Grid-connected Solar PV Power Project for 05 MW will be carried out through e-bidding followed by e-Reverse Auction process. The project will be setup in the village saraisadi district MAU in Uttar Pradesh .
- 3.2 The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Grid Connected Solar Photovoltaic Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.
- 3.3 The Projects shall be connected to the Grid system and Delivery Point, as defined in the RfS. The SPGs shall demonstrate the Contracted Capacity at the Interconnection Point, during commissioning

4 PROJECT SCOPE & TECHNOLOGY SELECTION

The SPG shall set up Solar PV Project in line with Project scope and Technology selection, at its own cost and in accordance to the provisions of this RfS document. Interconnection Delivery point will be at the Grid substation and therefore from Generators /SPG substation/switchyard transmission line will be in scope of SPG .

All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the SPG. The Project to be selected under this RfS provides for deployment of PV Technology. However, the selection of Project would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers can be installed.

5 MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- (i) A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single bid in the prescribed formats. A bidder can submit their project proposals in prescribed formats only.
- (ii) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for Allocation of Project is elaborated in Section-V of RfS.

6 CONNECTIVITY WITH THE GRID

6.1 The grid connectivity and associated evacuation facilities from the solar power plant substation/switchyard to distribution/transmission system “feed in substation” will be provided in accordance with UPERC (Grant of Connectivity to Intra-State Transmission System) Regulations 2010 as amended from time to time.

6.2 As per STU , Grid connectivity at upcoming –132/33 kV S/s Ghosi is available at 33 kV .

6.3 However the responsibility of getting connectivity with the transmission system owned by the Discom/STU will lie with the Project Generator . The cost of the transmission line up to the “feed in substation” viz the point of interconnection where the metering is done shall be borne by the Solar Project Generator . This transmission line shall be constructed by the Project Developer. The entire cost of transmission including cost of construction of line, wheeling charges, and losses etc. as per applicable Regulations of the commission will be borne by the Solar Project Generator and will not be met by the STU/Discom.

6.4 Seller (SPG) shall be responsible for the Operation and maintenance of dedicated transmission line up to the point of connectivity. Such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.

- 6.5 Construction and operation/maintenance of evacuation system associated with plant shall be the responsibility of generating company.
- 6.6 The Interconnection /Metering Point shall be located at the appropriate voltage of substation of Transco / Discom, and generating company shall bear the cost for construction of interconnection / metering facilities upto the point of connectivity.
- 6.7 As per Solar Energy Policy 2022 State Government will bear the cost for construction of maximum 10 KM transmission line length .
- 6.8 This subsidy incentive will be provided by UPNEDA on reimbursement basis to SPG after construction of transmission line, commissioning and on achievement of SCSD of Project.
- 6.9 Subsidy amount payable as reimbursement to the Solar Project Generator will be estimated on the basis of verification by Uttar Pradesh Power Transmission Corporation Ltd. / Distribution Licensee of transmission construction related works and of payments made for the same by Project Generator.
- 6.10 Solar Project Generator will bear the remaining cost for construction of transmission line, bay and substation along with cost of Grid strengthening work, if any.
- 6.11 Other charges will be applicable as per the Regulations notified by Uttar Pradesh Electricity Regulatory Commission (UPERC) from time to time.
- 6.12 The Solar Project Generator shall be given the subsidy on the transmission line length as mentioned in 7.7 as per the “Rate Schedule” issued by the STU/Discom for the construction of per kilometer transmission line during the concerned year or the actual cost of construction, whichever is less.
- 6.13 The STU/Discom shall own the transmission line constructed by the SPG after the SCSD and operations and maintenance shall be the responsibility of the STU/Discom

7 Energy Supply by the Solar Power Developer

7.1 CRITERIA FOR ENERGY SUPPLY

The SPG will declare the annual CUF of the Project at the time of submission of response to RfS, who shall be allowed, to revise the annual CUF once within first 12(twelve) months of the SCSD. Thereafter, the declared annual CUF for the Unit shall remain unchanged for the entire term of the PPA. (Declared annual CUF) .The Declared Annul CUF by the SPG shall in no event, be less than 19%(nineteen percent). It shall be the responsibility of the SPG, entirely at its cost and expense to install such number of solar panel and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF and for this purpose SPG shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation.

In each Contract Year, the SPG shall supply energy to procurer at the Delivery Point so as to achieve annual CUF within +10% (ten percent) and –15% (fifteen percent) of the declared Annual CUF for the first 10 (ten) Contract years from the start of operations, and within +10% (ten percent) and –20% (twenty percent) of the declared Annual CUF for the remaining term of the PPA .

For the first year of operation of the project, the annual CUF shall be calculated based on the first year after SCSD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

7.2 SHORTFALL IN GENERATION

If for any contract year it is found that the project supplies energy less than the energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPG, on account of reasons primarily attributable to the SPG. The SPG will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. The amount of such penalty will be equal to one and a half times the PPA tariff for the shortfall in energy terms.

7.3 EXCESS GENERATION

In case the availability of energy is more than the quantum corresponding to maximum CUF specified, Solar Power Developer (SPG) will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, it will done at the PPA tariff .

7.4 For allowing optimization of operation of Solar Energy , the SPG will be allowed to supply power from the Solar power plant in excess of contracted capacity, to any third party or power exchange, without requiring any No objection Certificate (NOC) from the Procurer.

The Generator may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer

8 Generation Compensation for off-take Constraints due to Transmission Infrastructure/ Grid Unavailability & Backdown

If on the account of unavailability of Transmission Infrastructure or any other eventuality, power is not scheduled by procurer, the penalty will be in accordance with the Electricity (Promotion of Generation of Electricity from Must–Run Power Plant) Rules,2021, as amended from time to time

8.1 Generation Compensation in off take constraints due to grid unavailability

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Solar Power Generator (SPG). In such cases the generation compensation shall be addressed by the Procurer in following manner:

Duration of Grid Unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year, as defined in the PPA	<p>Generation Compensation = ((Tariff X Solar power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of grid unavailability.</p> <p>However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

8.2 Payment in case of reduced offtake .

The Solar Power Generator (SPG) and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. “Must Run” Status will be provided to Solar Power Project. In case the plant is available to supply power but the off take of power is not done by the Procurer, including non-dispatch of power due to non-compliance with “Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022” and any clarifications or amendment thereto, considering the principle of ‘must run’ status to be provided for Solar Power, the procurer shall pay to the Generator, corresponding to the reduced off take, in terms of following manner:

Reduced Off-take	Provision for Generation Compensation
Reduced off-take beyond 175 hours in a year, as defined in the PPA	<p>Generation Compensation = (Tariff x Solar PV power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of Reduced Offtake</p> <p>However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

8.3 . For claiming compensation, the generator must sell its power in the power exchange as a price taker. The compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum up to the contracted capacity and the quantum of power scheduled by the procurer. {Actual generation upto declared capacity (subject to a maximum upto the contracted capacity - quantum of power scheduled by Procurer)}

9 **CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES**

UPNEDA will support the SPG in obtaining clearances from the State Government and other departments/local body but the charges/fees will be borne by the SPG.

The SPG shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

10. **Earnest Money Deposit (EMD)**

10.1 Earnest Money Deposit (EMD) of **INR 40 lakhs** (Rs. Forty lacs) for 5 MW Project in the form of Bank Guarantee according to Format 7.3A and valid for a period of ninety (90) days beyond the validity of the Bid from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

The SPG shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

10.2 **Forfeiture of EMD:**

The BG towards EMD shall be encashed by UPNEDA without any notice, demure, or any other legal process upon occurrence of any of the following cases:

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, UPPCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 12 of the RfS or does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 11 of the RfS.

10.3 The EMDs of all Bidders, who's Bids are declared non-responsive, shall be returned and released by UPNEDA within thirty (30) days after the date on which the Financial Bids are opened.

10.4 The EMDs of all unsuccessful Bidders shall be returned and released by the UPNEDA within a period of thirty (30) days of the occurrence of the earlier of the following:

- a) Submission of the Performance Bank Guarantee as per Clause 11 of the RfS and the execution of the RfS Documents (as applicable) by the Successful Bidder(s); or
- b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders.

10.5 The EMDs of all Bidders shall be returned and released by UPNEDA within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by UPNEDA.

10.6 The EMD of the Successful Bidder(s) shall be returned on the submission of Performance Bank

Guarantee as per Clause 11 of the RfS and the provisions of the PPA.

11 PERFORMANCE BANK GUARANTEE (PBG)

11.1 Bidders selected by UPNEDA based on this RfS shall submit Performance Guarantee for a value @ INR 20.0 Lakh/ MW within thirty (30) days of issue of Letter of Intent or before the signing of the PPA, whichever is earlier. The Performance Guarantee shall be initially valid for a period of six (6) months after the Scheduled Delivery Date and thereafter shall be dealt with in accordance with the provisions of the PPA . It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B.

In case of delays in submission of PBGs, the signing of PPA shall be extended until the submission of the PBG by the SPG. In such cases, the Effective Date of the PPA shall remain unchanged until the submission of PBG. Non-submission of PBG within the above mentioned timelines shall be treated as follows:

- a) Non submission of the PBG by the Successful Bidder(s) may lead to cancellation of the Letter of Award of such Successful Bidder(s) by UPNEDA, and thereafter, the provisions of Clause 10.1 shall be applicable.
- b) Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to UPNEDA in addition to the PBG amount.

Delay beyond 1 month from the due date of submission of PBG: The Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

11.2 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the bidder (SPG) also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by UPNEDA within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Sl. 11.1. above, for the amount and validity period as per those in Sl. 11.1 above. In case the SPG chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Sl. 11.1 above, will be applicable in this case too.

11.3 The PBGs/POIs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG/POI may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG/POI issued in the name of the SPV, prior to signing of PPA.

11.4 The SPG shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the

Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Section-IV, Clause C.1 (b) of the RfS

- 11.5 The format of the Bank Guarantees prescribed in the Formats 7.3 B (PBG)/7.3 C (POI) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees/POI, the corresponding PPA shall not be signed.

UPNEDA has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by UPNEDA in terms of the guarantee as in the case of appropriation of the cash deposit lying with UPNEDA.

- 11.6 The successful Bidder for the Project selected based on this RfS is required to sign PPA with UPPCL within 30 days after the issue of LoA. In case, UPPCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 12 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the selected Project shall stand cancelled, and provisions of Clause 10 of the RfS will be applicable, and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

- 11.7 The Bank Guarantees/POI have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

- 11.8 All expenditure towards execution of Bank Guarantees/POI such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message/email is transmitted by the issuing bank and a confirmation in this regard is received by UPNEDA/UPPCL

In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

- 11.9 UPNEDA shall return / release the Performance Bank Guarantee /POI within forty five days (45) of the SCSD of the project after taking into account any liquidated damages due to delays in commissioning as per Clause 14 of section III ITB of the RfS.

- 11.10 The return / release of the Performance Bank Guarantee/POI shall be without prejudice to other rights of UPNEDA under this Agreement.

12 POWER PURCHASE AGREEMENT (PPA)

- 12.1 UPPCL shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between UPPCL and the selected

SPG will be made available on website ISN-ETS <https://www.bharat-electronictender.com> and also in UPNEDA website www.upneda.org.in. The PPA shall be signed within 30 (Thirty) days from the date of issue of LoA (for e.g. If the LOA is dated 20.11.2023, then the last date of signing of PPA shall be 19.12.2023). PPA will be executed between UPPCL and selected bidder for the 5 MW Project Capacity. The PPA shall be for a period of 25 years from the Scheduled Commencement –of Supply Date (SCSD) as per provisions of PPA.

- 12.2 The Performance Bank Guarantee as per Clause 11 above shall be submitted by the SPG prior to signing of PPA. Before signing of PPA between UPPCL and the SPGs, UPNEDA will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPGs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 12.3 Successful bidders will have to submit the required documents to UPNEDA within 21 days from the issue of LoA. In case of delay in submission of documents beyond the 21 days as mentioned above, UPNEDA shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LoA. In extraordinary cases of unavoidable delays on the part of UPPCL in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

- 12.4 The developers shall be free to operate their plants after the expiry of the PPA period. The SPGs will be free to upgrade and repower its plant during the PPA period at its own risk and cost; However, UPPCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines. The SPG will be therefore free to participate in subsequent bids to the extent of their untied capacity.

13 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- (i) The Project shall achieve Financial Closure within 9 (nine) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective Date of the PPA is 07.11.2023, then scheduled Financial Closure date shall be 06.08.2024)
- At this stage, the SPG shall report 100% tie-up of Financing Arrangements for the Projects. In this regard the SPG shall submit letter from financial agencies, indicating the tie up of funds for project. In case the funds have been arranged from its internal resources a Board Resolution certifying the same Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) shall be submitted by the bidder.
- (ii) Additionally, the SPG shall furnish documentary evidence to demonstrate that required land for project development is under possession of the SPG. In this regard the SPG shall be required to

furnish the following documentary evidences to establish the possession of the required land/lease agreement in the name of the SPG.

- (a) The SPG shall execute Land Lease Agreement (as applicable) with the UPNEDA for allotment of land as per Terms & Conditions and possession of the land as mentioned in the LOA.
- (b) All agreements and approvals, clearances related to the project along with all necessary supporting documents.
- (iii) Within nine months from the date of signing of PPA, the project Generator has to submit the technical feasibility report which includes obtaining a letter from State Transmission Utility confirming technical feasibility of connectivity of the plant to STU substation along with execution of connection agreement. STU will confirm technical feasibility of connectivity of the plant to STU substation within one month of submission of application and required complete documents from the project developer
- b In case the STU is not in a position to provide connectivity to the proposed solar plant due to technical reasons within the timeframe decided in the connection agreement then there shall be no financial liability on either party.
- (iv) In case of delay in achieving above condition as may be applicable, UPNEDA shall encash Performance Bank Guarantees, unless the delay is on account of delay in allotment of land by UPNEDA not owing to any action or inaction on the part of the SPG, or caused due to Force Majeure as per PPA. An extension can however be considered, on the sole request of SPG, This extension will not have an impact on the Scheduled Commencement Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, UPNEDA shall issue notice to the SPG for not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 15 business days to the SPG to either furnish the necessary documents .In case of non-submission of either the requisite documents, UPNEDA shall encash the PBG of the corresponding SPG and terminate the PPA for the corresponding Project.
- (iii) The SPG will have to submit the required documents to UPNEDA at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, UPNEDA shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

14 COMMISSIONING

The Scheduled commencement of supply of power from the Project shall be carried out by the SPG in line with the procedure elaborated in Standard PPA document.

14. Scheduled Commencement -of Supply Date (SCSD) and liquidated damages not amounting to penalty for delay in in Commencement of Supply of Power

- a. The Scheduled Commencement –of Supply Date (SCSD) i.e the SPG will commence supply of power from the full contracted capacity of the Project within a period of 15 months from

the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.11.2023, then SCSD shall be 6-02-2025).

- b. Delay in commencement of supply of power, up to 6 (six) months from the SCSD the Performance Bank Guarantee (PBG), or alternate instruments, will be encashed on per-day basis and proportionate to the contracted capacity that has not commenced supply of power.
- c. For delay in commencement of supply of power beyond six months from SCSD, the following shall be applicable: –
 - (i). The contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCSD plus 6 (six) months. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.
 - (d) It is presumed that, the tariff will be adopted by the Appropriate Commission within 60 days of submission of Application/Petition. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in Scheduled Commencement –of Supply Date (SCSD).

15. B EARLY COMMISSIONING

The SPG shall be permitted for full commencement of supply of power corresponding to full contracted capacity even prior to the SCSD. The SPG shall give fifteen (15) days advance notice to procurer (UPPCL) regarding the advance commissioning of full capacity. The Procurer (UPPCL) shall give acceptance for availing such power within 15 days from the date of service of notice. In case the procurer (UPPCL) does not give its acceptance to purchase within the stipulated period, the SPG can sell the power to the extent not accepted by the procurer in the power exchange or through bilateral arrangements. Provided that in case the procurer (UPPCL) gives acceptance to purchase power, in such case tariff payable by the procurer shall be equal to the PPA tariff.

15. LAND ARRANGEMENTS FOR THE PROJECT

Land will be provided in village Saraisadi district Mau by UPNEDA on lease rent of Rs 15000 per acre per annum. SPG will enter in lease agreement immediately after signing of PPA with UPNEDA. Land lease Agreement will be for 30 years. Lease Rent will be deposited for first year by SPG immediately after signing of Land Lease Agreement in UPNEDA.

16 Scheduled Commencement –of-Supply Date (SCSD)

Scheduled Commencement –of-Supply Date (SCSD) in relation to the contracted capacity shall mean the date corresponding to the date of commencement of supply.

The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates:

- (a) Interconnection with Grid:** This may be provided by the STU on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

(b) Commissioning of the Project: This will be on a date, when the project meets the criteria defined for project commissioning. UPPCL may authorize any individual or committee or organization to declare the project commissioned on site.

(c) The energy accounting shall start from the date of SCSD.

Any energy produced and flowing into the grid before SCSD shall not be at the cost of Procurer (UPPCL) under this scheme.

17 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

17.1 The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoA, the SPG shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with UPPCL.

17.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
4. Transfer of shares within the members of Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares.

17.3 **In case of Project being executed through SPVs:** The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project company executing the PPA, shall not fall below 51% (fifty one percent) at any time prior to 01 (ONE) year from the SCSD, except with the prior approval of Procurer (UPPCL). In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project company executing the PPA, shall not fall below 51% at any time prior to 01(one) year from SCSD, except with the prior approval of Procurer (UPPCL). Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company/ consortium till 1 (one) year from the SCSD, except with the prior approval of the Procurer. Therefore in this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- 17.4 **In case of the successful Bidder itself executing the PPA**, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year from the SCSD, except with the prior approval of Procurer (UPPCL). However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 17.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after SCSD.
- 17.6 Any change in the shareholding after the expiry of 01 year from SCSD can be undertaken under intimation to Procurer (UPPCL). Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after SCSD with the permission of Procurer (UPPCL), subject to the condition that, the management control remains within the same group of companies.

18 STRUCTURING OF THE BID SELECTION PROCESS

- 18.1 Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 21, Section-III, and Instructions to Bidders (ITB) of RfS.
- 18.2 Aggregate capacity offered under this RfS is 05 MW .The Bidders may submit their proposal accordingly. The proposal to be enclosed in the envelope in the manner described in Clause No. 21, Section-III, and Instructions to Bidders (ITB) of RfS.

19 INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.

Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – D and Annexure – E

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 7.1**
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2**

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Submission of Earnest Money Deposit (EMD) Bank Guarantee as per **Format 7.3 A**
4. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with UPPCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for
 - c. the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - d. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
6. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
7. A disclosure statement as per **Format 7.7** regarding participation of any related companies in the bidding process.
8. Format for Technical Criteria as per **Format 7.8** in line with Clause No. 13, Section–III, and Instructions to Bidders (ITB) of RfS.

9. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project).
- a. **Attachments** Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
- b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- c. A certificate of shareholding of the bidding company, its parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RfS to UPNEDA as per Clause No. 16, Section–III, Instructions to Bidders (ITB) of RfS. UPNEDA reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023–2024, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted
- e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- f. Bidder shall be additionally required to furnish the break-up of the Preliminary Estimate of Cost of Solar PV Project as per Format 7.12 as part of the response to RfS

20 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- 20.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 20.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause No. 12, Section–III, Instructions to Bidders, ITB of RfS.
- 20.3 If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, UPNEDA reserves the right to reject such response to RfS and/ or cancel the Letter of Award , if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 20.4 If the event specified at 20.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 20.5 Response submitted by the Bidder shall become the property of the UPNEDA and UPNEDA shall have no obligation to return the same to the Bidder.
- 20.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA and PSA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 20.7 The response to RfS shall be submitted as mentioned in Clause No. 19, Section–III, and Instructions to Bidders (ITB) of RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, UPNEDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 20.8 The bidder shall make sure that the correct, valid and operative Pass–Phrase to decrypt the **relevant Bid-part** is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 20.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 20.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

- 20.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by UPNEDA.
- 20.12 Response to RfS not submitted in the specified formats will be liable for rejection by UPNEDA.
- 20.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 20.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of UPNEDA of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 20.15 The State Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPG and UPPCL (Procurement). Subject to the above, only Lucknow Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 20.16 All the financial transactions to be made with UPNEDA and UPPCL including but not limited to submission of Bank Guarantees, delay charges and any additional charges (if required), shall attract additional amount of 18% GST on each transaction, unless specified otherwise.

21 NON-RESPONSIVE BID

The electronic response to RfS submitted by the bidder along with the documents submitted online to UPNEDA shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be "Non-responsive": –

- (a) Non-submission of Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet;
- (b) Non-submission of Bid Security declaration in acceptable form along with RfS document
- (c) Response to RfS not received by the due date and time of bid submission;
- (d) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (e) Non-submission of the original documents mentioned at Clause No. 22.a I, Section-II, Instructions to Bidders (ITB) of RfS by due date and time of bid submission;

- (f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (h) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

22 METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

22.a DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as “**Bidding Envelope containing i) Covering Envelope, ii) Pass Phrase Envelope -1 & iii) Pass Phrase Envelope -2**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom must contain the following

- I. **Covering Envelope:** Super scribed as “**Covering Envelope**” must contain the following
 - DD/ Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
 - Processing Fee in the form DD/ Pay Order as mentioned in the Bid Information Sheet.
 - Earnest Money Bank Guarantee as mentioned as per Clause 10 (as per Format 7.3A)..
 - Covering Letter as per Format-7.1
 - Power of Attorney as per Format 7.2 (if applicable),
 - Board Resolution as per Format 7.4
 - Consortium Agreement as per Format 7.5 (if applicable)
 - GSTN along with respective registered address of the Bidder on the letterhead of the Bidder (signed by the Authorized signatory)
- II. **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope.
- III. **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope.

The bidding envelope shall contain the following sticker

Response to RfS for Setting up of 05 MW Grid Connected Solar PV Power Projects in district MAU (U.P)	
Capacity of the project applied for	_____MW
RfS Reference No.	-----
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow Phone:-9415609007, TeleFax: 0522-2720779, 0522-2720829 Email: compneda@rediffmail.com / ho_nmk@rediffmail.com Website: www.upneda.org.in

22.b DOCUMENTS TO BE SUBMITTED ONLINE

Detail instructions to be followed by the bidders for online submission of response to RfS as stated as Annexure-D and E. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed. The bid shall not be processed further in such case.

All documents of the response to RfS submitted online must be digitally signed on (<https://www.bharat-electronictender.com>) which should contain the following:

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below

- Formats – 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7 (if applicable), 7.8 and 7.9 as elaborated in Clause No. 19, Section-III, Instructions to Bidders (ITB).
- All attachments elaborated in Clause No. 19, Section-III, Instructions to Bidders (ITB), under the sub-clause 10, Attachments with proper file names.
- All supporting documents regarding meeting the eligibility criteria.

The bidder will have to fill the Electronic Form provided at the ISN-ETS Portal as part of Technical Bid.

II. Financial Bid (Second Envelope)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- (a) Financial bid as per Format – 7.10 of this RfS document
- (b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.11

The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) **In case the Bidder submits the online documents on ISN-ETS Portal within the bid submission deadlines and fails to submit the offline documents in the office of UPNEDA within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS Portal. Similarly, bids submitted offline but without any online submission on ISN-ETS Portal shall not be opened and the EMD shall be returned to the respective bidder.**

22 NOTICE BOARD FOR DISPLAY

The selected SPG will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

<p style="text-align: center;">____ MW Grid Connected Solar PV Project Owned and operated by - ----- (insert name of the SPG) [Under UPNEDA]</p>

24 VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid Validity"). UPNEDA reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

25 BID PREPARATION COST

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. UPNEDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

26 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

26.1 . Pre-bid meeting:

The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), UPNEDA will make all efforts to respond to the queries during the Pre-Bid Meeting to be held on - **14/02/2025- at 12.30 PM at UPNEDA Office, Lucknow**. In case hybrid mode link for joining virtually will be displayed on UPNEDA website www.upneda.org.in

The purpose of the pre-bid meeting will be to clarify any issues regarding the RfP, including in particular, issues raised in writing by the Bidders.

A compiled list of questionnaire and UPNEDA's response will be uploaded on the website of UPNEDA for information of all concerned in www.upneda.org.in. All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

However, it may please be noted carefully that the Pre-Bid meeting will be held only with the authorized representatives of the bidders. Only two representatives from each Bidding Company shall be allowed for Pre Bid discussions.

26.2 . Enquiries/clarifications may be sought by the Bidder from:

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 9415609007 ,
Tele Fax: 0522-2720779, 0522-2720829
Email: compneda@rediffmail.com, ho_nks@rediffmail.com
Website: www.upneda.org.in

- 26.3. UPNEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfP and make its own judgment regarding the interpretation of the same. In this regard UPNEDA shall have no liability towards any Bidder and no Bidder shall have any recourse to UPNEDA with respect to the selection process. UPNEDA shall evaluate the Bids using the evaluation process specified in Section V, at its sole discretion. UPNEDA's decision in this regard shall be final and binding on the Bidders.

27 RIGHT OF UPNEDA TO REJECT A BID

UPNEDA reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to UPNEDA account), without any interests, submitted by the Bidders shall be returned to the respective Bidders.

28 POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/ Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPG. UPNEDA shall not be liable for issuing any intimations/ reminders to SPGs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPG by UPNEDA for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPG.

SECTION - IV

QUALIFYING REQUIREMENTS FOR BIDDERS

Short listing of Bidders will be based on meeting the following criteria:

A GENERAL ELIGIBILITY CRITERIA

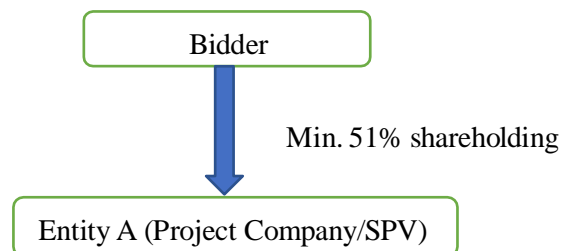
- A.1 Company as defined.
- A.2 Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
- A.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with atleast 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- In case the foreign company participating as a member of consortium, the clause no. A.7 mentioned below shall be applicable.
- A.4 Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with UPPCL, Project allocated will be cancelled.
- Note: Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.***
- A.5 Limited Liability Partnership (LLPs) are not eligible for participation.
- A.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
- A.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to UPNEDA, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with Procurer (UPPCL), i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the

time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the SCSD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after SCSD with the permission of Procurer (UPPCL), subject to the condition that, the management control remains within the same group of companies.

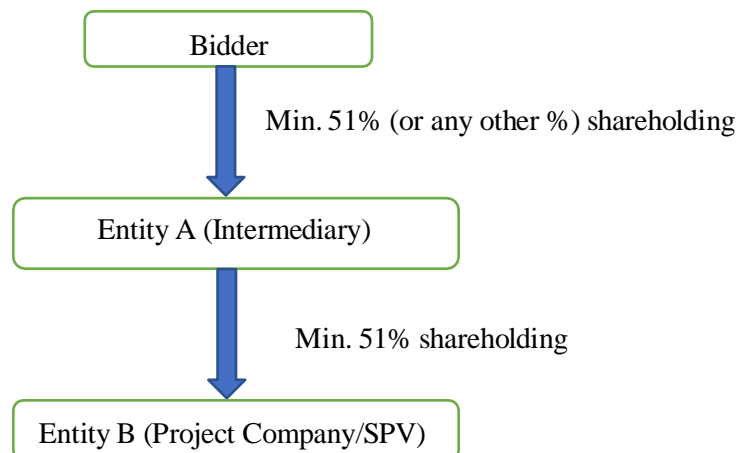
A.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. The Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any Government Agency or Authority in India, the Government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

A.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same

Scenario 1:



Scenario 2:



As per the RfS, only Scenario 1 is permissible in case of projects being implemented by SPVs.

B TECHNICAL ELIGIBILITY CRITERIA

- B.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.
- B.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 13 under the sub title “Financial Closure” in Section–III, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 7.8.
- B.3 Detailed technical parameters for Solar PV Projects to be met by SPGs are at Annexure–A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure–A. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019–Implementation–Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Project under this RfS should have been included in the List–I under the above Order, valid as on the date of invoicing of such modules
- B.4 The Projects shall also comply with the criteria for power generation detailed in Clause No. 8 in Section–III, Instructions to Bidders (ITB) of RfS.
- B.5 **Technical Eligibility Criteria**
The bidders are advised to take cognizance of the O.M. No 283/3/2018 –GRID SOLAR dated 09.03.2021 issued by MNRE, on the subject of “Imposition of Basic Customs Duty (BCD) on Solar PV Cells & Modules/Panels”, while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this tender and changes in taxes/Duties on account of the above, will not be considered under “Change in Law” under the PPA

C FINANCIAL ELIGIBILITY CRITERIA

C.1 NET-WORTH

- a. The Net Worth of the Bidder should be equal to or greater than **INR 80 lakh per MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2023–2024 or as on the day at least 7 days prior to the bid submission deadline.

- b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS document.
 - c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.
- C.2** The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.
- C.3** For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. 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 account.
- C.4** A Company/ Consortium would be required to submit annual audited accounts as on the last date of previous Financial Year, i.e. FY 2023–2024, or as on the day at least 7 days prior to the bid submission deadline, along with net worth annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- C.5** For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- C.6** In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.4 above.
- C.7** In case the response to RfS is submitted by a Consortium, then the financial requirement (Net-Worth requirements, if applicable) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100MW, then, total Net-Worth to be met by the Consortium is Rs. 1.07 Crores x 100MW = Rs. 107 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 74.90 Crores and to be met by Consortium Member B would be Rs. 32.10 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.

SECTION - V

BID EVALUATION AND SELECTION OF PROJECTS

1 BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-III, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

a TECHNO-COMMERCIAL EVALUATION OF BIDDERS

a.1 FIRST ENVELOPE (TECHNICAL BID) EVALUATION (STEP - 1)

The first envelope (Technical Bid submitted online) of only those bidders will be opened by UPNEDA whose required documents as mentioned at Clause No. 21.a, Section-III, Instructions to Bidders (ITB) of this RfS are received at the office of UPNEDA on or before the due date and time of bid submission.

a.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

a.3 Subject to Clause No. 20, Section-III, Instructions to Bidders (ITB) of this RfS, UPNEDA will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, UPNEDA may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by UPNEDA within 05 (Five) days from the date of such intimation from UPNEDA. All correspondence in this regard shall be made through email/ ISN-ETS Portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. UPNEDA shall not be responsible for rejection of any bid on account of the above.

a.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

b **SECOND ENVELOPE (FINANCIAL BID) EVALUATION (STEP - 2)**

In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “First Round Tariff Bid” quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- b.1 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- b.2 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff per kWh for applied Project. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).
- b.3 In this step, evaluation will be carried out for each bid based on tariff quoted by Bidders. Tariff has to be less than or equal to INR 2.98/ kWh for project. Those bids where tariff quoted for 5 MW project is more than INR 2.98/ kWh, shall be summarily rejected.
- b.4 On completion of Techno-commercial bid evaluation for each project, if it is found that only one bidder is eligible for that particular Project, opening of the financial bid of the bidder will be at the discretion of UPNEDA. Thereafter, UPNEDA will take appropriate action as deemed fit.
- b.6 If the first-round tariff quoted is same for two or more Bidders for project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- b.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 3.2 of this Section-V.
- b.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.43 (Tariff in ₹/ kWh)	L4
B6	₹ 2.60 (Tariff in ₹/ kWh)	L5
B7	₹ 2.70 (Tariff in ₹/ kWh)	L6
B8	₹ 2.80 (Tariff in ₹/ kWh)	L7
B9	₹ 2.93 (Tariff in ₹/ kWh)	L8

2 **REVERSE AUCTION (STEP - 3)**

The reverse auction for each project shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by UPENDA to the eligible bidders.

- 2.1 The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

Case	Condition	Formula	Total Eligible Bidders for e-RA
Case-I	$T \leq 2$	$n = T$	From 1st to 'n' th bidder in ascending order
Case-II	$T > 2$	i) $A = (T/2)$ if 'T' is even, and ii) $A = ((T+1)/2)$ if 'T' is odd $n = A$ or 2 whichever is higher	

- 2.2 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further at least two hours before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 2.1 of this Section-V.

- 2.3 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS Portal website of reverse auction 15 minutes before the start time of reverse auction.

- 2.3.1 During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

- 2.3.2 The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

- 2.3.3 Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

- 2.3.4 In the bidder's bidding window, the following information can be viewed by the bidder:

- Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
- The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity

- 2.3.6 The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 08 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be

effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as follows:

- (a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instance.
- (b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instance.
- (c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instance.

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

3 SELECTION OF SUCCESSFUL BIDDERS

- 3.1 The lowest quoting bidder after reverse auction will be selected as successful bidder for 5 MW project.
- 3.2 In case of a tie among two or more bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follows:

Step 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots.

- 3.3 **Issuance of LOA:** At the end of selection process, a Letter of Award (LoA) will be issued to the successful Bidder for the Project. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.

In all cases, UPNEDA decision regarding selection of Bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.