

**Request For Selection (RfS) Document  
For**

**Selection of Solar Power Developers (SPDs) for Setting  
up 110 MW Grid Connected Solar PV Power Project in  
Kanpur Dehat & Kanpur Nagar Solar Park (U.P) under  
Tariff-Based Competitive Bidding**

**For 25 Years**

**RfS No: 01/UPNEDA/ Kanpur Solar Park/RfS/2025**

**Dated: 23 /4/2025**

**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, Mob:  
9415609007**

**Website:www.upneda.org.in E-Mail: [compneda@rediffmail.com](mailto:compneda@rediffmail.com)**

**April 2025**

**DISCLAIMER**

1. This RfS document has been prepared in good faith, and on best endeavour basis. 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.
- 2 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.
- 3 UPNEDA 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.

Place: Lucknow

Date: 23 /4/2025

**BID INFORMATION SHEET**

The brief details of the RfS are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	Selection of SPDs for Setting up 110 MW Grid Connected Solar PV Power Project in Kanpur Dehat & Kanpur Nagar Solar Park , (U.P) under Tariff-Based Competitive Bidding For 25 Years.				
<b>(B)</b>	<b>RfS NO. &amp; DATE</b>	01/UPNEDA/ Kanpur solar Park /RfS/2025 dated 23/4/2025				
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" data-bbox="722 730 1259 949"> <tr> <td data-bbox="722 730 983 826">SINGLE BID SYSTEM</td> <td data-bbox="983 730 1259 826"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="722 826 983 949">TWO BID SYSTEM</td> <td data-bbox="983 826 1259 949"><input checked="" type="checkbox"/> Yes</td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/> Yes
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	<input checked="" type="checkbox"/> Yes					
<b>(D)</b>	<b>TYPE OF RfS/ TENDER</b>	<table border="1" data-bbox="727 1010 1259 1234"> <tr> <td data-bbox="727 1010 973 1099">E-TENDER</td> <td data-bbox="973 1010 1259 1099"><input checked="" type="checkbox"/> Yes</td> </tr> <tr> <td data-bbox="727 1099 973 1234">MANUAL</td> <td data-bbox="973 1099 1259 1234"><input type="checkbox"/></td> </tr> </table>	E-TENDER	<input checked="" type="checkbox"/> Yes	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/> Yes					
MANUAL	<input type="checkbox"/>					
<b>(E)</b>	<b>COMPLETION/ CONTRACT PERIOD</b>	As mentioned in RfS Documents				
<b>(F)</b>	<b>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)</b>	<table border="1" data-bbox="715 1397 1272 1588"> <tr> <td data-bbox="715 1397 1005 1512">APPLICABLE</td> <td data-bbox="1005 1397 1272 1512"><input checked="" type="checkbox"/> Yes</td> </tr> <tr> <td data-bbox="715 1512 1005 1588">NOT APPLICABLE</td> <td data-bbox="1005 1512 1272 1588"><input type="checkbox"/></td> </tr> </table> <p data-bbox="691 1659 1425 1895">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 checked="" type="checkbox"/> Yes	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/> Yes					
NOT APPLICABLE	<input type="checkbox"/>					

(G)	<b>DOCUMENT PROCESSING FEE (NON-REFUNDABLE)</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Rs. 1 Lakh +18% GST for 35 MW Project capacity, Rs. 3 Lakh + 18% GST for Project of 75 MW to be submitted either through NEFT/RTGS transfer in the account of UPNEDA, 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"/>					
(h)	<b>Earnest Money Deposit (EMD)</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Rs. 8.0 lakh (eight lakh) per MW for the project capacity 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"/>
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NOT APPLICABLE	<input type="text"/>					
(I)	<b>PERFORMANCE BANK GUARANTEE</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td>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"/>
APPLICABLE	<input type="text" value="Yes"/>					
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(J)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>	<p>Uttar Pradesh New &amp; Renewable Energy Development Agency (UPNEDA) Vibhuthi Khand Gomtinagar Lucknow (U.P) -226010 14/5/2025 at 12.30 PM in Hybrid Mode ( Date &amp; Time as on ISN-ETS portal and information as available on UPNEDA website <a href="http://www.upneda.org.in">www.upneda.org.in</a> )</p>				
(K)	<b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>	As per ISN-ETS portal -27.5.2025 Upto 6.00 PM				
(L)	<b>TECHNO-COMMERCIAL BID OPENING</b>	As per ISN-ETS portal-28.5.2025 at 12.30 PM				
(M)	<b>e-Reverse Auction (e-RA)</b>	<p>Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.</p>				
(N)	<b>CONTACT DETAILS OF ETS e-BIDDING PORTAL</b>	<p><a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> <b>M/s Electronic Tender.com (India) Pvt. Ltd.</b> 1001, DLF City Court, Mehrauli-Gurgaon Rd, Sector 24, Gurugram, Haryana 122002</p>				

		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. Hoildays) Email: support@isn-ets.com
(O)	<b>Name, Designation, Address and other details (For Submission of Response to RfS)</b>	Director, Uttar Pradesh New & Renewable Energy Development Agency,Vibhuti Khand, Gomti Nagar, Lucknow Phone:-9415609007, TeleFax: 0522-2720779, 0522-2720829, Email: <a href="mailto:compneda@rediffmail.com">compneda@rediffmail.com/</a> <a href="mailto:ho_nks@rediffmail.com">ho_nks@rediffmail.com</a> Website: <a href="http://www.upneda.org.in">www.upneda.org.in</a>
(P)	<b>Details of persons to be contacted in case of any assistance required</b>	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: <a href="mailto:ho_nks@rediffmail.com">ho_nks@rediffmail.com</a> Website: <a href="http://www.upneda.org.in">www.upneda.org.in</a>

- 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](http://www.upneda.org.in) and the details only will be available from <https://www.bharat-electronictender.com>***

## **Section -1**

### **DEFINITIONS OF TERMS**

Following terms used in the documents will carry the meaning and interpretations as described below:

- 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 Uttar Pradesh Electricity Regulatory Commission.
- 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 **BUYING ENTITY"** shall mean an End Procurer as defined in the Guidelines, including a DISCOM/ distribution licensee that requires Solar Power to fulfil its other RPO under respective RPO regulations.
- 1.8 **"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ .

It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

**1.9 "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;

**1.10 "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.

**1.11 "CONTRACTED CAPACITY"** shall mean the AC capacity in MW contracted with Procurer (UPPCL) for supply by the SPD to Procurer (UPPCL) at the Delivery Point from the Project, based on which the PPA is executed with Procurer (UPPCL).

**1.12 "CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

- i In the financial year in which the SCSD would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- ii provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.

**1.13 "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;

**1.14 "CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;

**1.15 "DAY"** shall mean calendar day;

**1.16 "EFFECTIVE DATE"** shall mean the date as on 30<sup>th</sup> day from the date of issuance of Letter of Award, ie the date on which the Power Purchase Agreement (PPA) shall be executed by both the parties;

**1.17 "EQUITY"** shall mean Net Worth as defined in Companies Act, 2013

**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

- (i) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- (ii) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- (iii) 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;
- (iv) 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;
- (v) 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 “INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean a single point, where the power from the solar power Project is injected into the identified STU Substations (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time along with any instructions by SPIA in this regard.

**1.21 “INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

**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 SCSD 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 “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;

**1.26 “MONTH”** shall mean calendar month;

**1.27 “NET-WORTH”** shall mean the Net-Worth as defined section 2 of the company Act, 2013;

**1.28 “PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;

**1.29 “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;

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

**1.31 “POWER PROJECT” or “SOLAR PROJECT” or “PROJECT”** shall mean the solar power generation facility having separate boundary and a single point of injection into the grid at Interconnection/Metering point 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.

**1.32 “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;

- 1.33 “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 ;
- 1.34 “PROJECT DEVELOPER” or “DEVELOPER” or “SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a 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 the Project and signing of PPA with UPPCL.
- 1.35 “PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- 1.36 “RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by UPNEDA including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No- **01 /UPNEDA/ Kanpur Solar Park/RfS/2025 dated 23.4.2025**
- 1.37 Scheduled Commencement-of-Supply Date ” or “SCSD”** shall mean the date as defined in Clause no 10 of RfS Documents .
- 1.38 “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;
- 1.39 “SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
- 1.40 “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
- 1.41 “TOE”** shall mean Tender Opening Event.
- 1.42 “ULTIMATE PARENT”** shall mean a Company, which owns not less than 50% (Fifty Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.43 WEEK”** shall mean calendar week;

## **SECTION 2.**

### **INTRODUCTION & INVITATION FOR BIDS**

#### **2.1 BACKGROUND & INTRODUCTION**

2.1.1 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 SPDs for setting up of 35 MW Grid Connected Solar PV Power Project in Kanpur Nagar Solar Park & 75 MW in Kanpur Dehat Solar Park, Uttar Pradesh on the basis of international competitive bidding in accordance with the Bidding Guidelines. The responsibility of the Successful Bidder(s) shall be to supply power to the Procurer (UPPCL) as per the terms and conditions of the RfS Documents.

2.1.2 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 and subsequent amendments dated 17.11.2023 and 2.2.2024 .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, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.

2.1.3 Lucknow Solar Power Development Corporation Ltd (LSPDCL) a JVC of UPNEDA & SECI as SPIA (Solar Park Implementing Agency) is developing a 35 MW Solar Power Park in village Katar Tehsil Ghatampur district Kanpur Nagar and a 75 MW Solar Power Park in village Leharpur tehsil Akbarpur district Kanpur Dehat . UPNEDA wishes to invite proposals for setting up of 35 MW Grid connected Solar PV project in Kanpur Nagar Solar Power Park and 75 MW in Kanpur Dehat Solar Power Park on “BOOM” basis inside these Solar Power Parks . Aggregate capacity 110 MW . Uttar Pradesh Power Corporation Ltd (UPPCL) procurer shall enter into a Power Purchase Agreement (PPA) 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.

2.1.4 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.

#### **2.2 INVITATION FOR BIDS**

2.2.1 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/SPD shall be governed by the RfS Documents/Agreement signed between UPPCL and the SPD for the project. Solar Power Developer (hereinafter referred to as SPD) selected by UPNEDA based on this RfS, shall set up Solar PV Projects on Build Own Operate and Maintain (BOOM) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA and Solar Park Implementing Agency (SPIA) Agreement formats are also being uploaded and can be downloaded from ISN-ETS Portal <https://www.bharat-electronictender.com>.

2.2.2 Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA) has issued this RfS as 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.

2.2.3 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](http://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.

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.

2.2.4 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.

2.2.5 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](http://www.upneda.org.in) and as indicated in the Bid Information Sheet.

2.2.6 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.

2.2.7 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.**

2.2.8 Bank details of UPNEDA

Name & Address of Account Holder	Uttar Pradesh and Renewable Energy Developemnt Agency
Bank Name	Central Bank of India
Email	<a href="mailto:Bmluck3964@centralbank.co.in">Bmluck3964@centralbank.co.in</a>
Account No	2185286335
IFSC Code	CBIN0283946
MICR Code	226016035

2.2.9 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](http://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](http://www.upneda.org.in) *also*. **However, in case of any discrepancy, the information available on ISN-ETS Portal website shall prevail.**

- 2.2.10 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**

- 2.3 Words comprising the singular shall include the plural & vice versa.
- b. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
  - c. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
  - d. 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.
  - e. 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 -3**

### **INSTRUCTION TO BIDDERS (ITB)**

#### **3.1 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](http://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 B). 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.

#### **3.2 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 2.2.8  
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

#### **4. TOTAL CAPACITY OFFERED**

- 4.1 Selection of Grid-connected Solar PV Power Projects for total capacity of 110 MW will be carried out through e-bidding followed by e-Reverse Auction process. The Solar Power Plants/ projects 35 MW (AC) and 75 MW(AC) will be set up inside Kanpur Nagar Solar Park & Kanpur Dehat Solar Park respectively. These Solar Power Parks are being developed by Solar Park Implementation Agency (SPIA-LSPDCL). The whole capacity in each Solar Power Park as a Project will be allocated to a single bidder.
- 4.2 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.

#### 4.3 **CAPACITY OF EACH PROJECT**

Sl. No.	Project Name	Project Capacity (MW) (AC)	District
1	Kanpur Nagar	35	Kanpur Nagar
2	Kanpur Dehat	75	Kanpur Dehat

Projects shall be allocated in single configuration as per capacity mentioned above. The Projects shall be connected to the Grid system and Delivery Point, as defined in the RfS. The SPDs shall demonstrate the Contracted Capacity at the Interconnection Point, during commissioning.

#### 5.0 **PROJECT LOCATION**

5.1 The proposed Projects in Solar Park are located in Uttar Pradesh, India. Project wise location are as below and details also given in Section VIII of the RfS.

Sl. No.	Project Name	Project Capacity (MW)	Location	GPS Coordinates
1	Kanpur Nagar	35	Vill: Katar, Tehsil: Ghatampur, Dist: Kanpur Nagar	26.1107°N 79.9795°E
3	Kanpur Dehat	75	Vill: Leharpur, Tehsil: Akbarpur Dist Kanpur Dehat	26.3908°N 78.8564°E

#### 6. **PROJECT SCOPE & TECHNOLOGY SELECTION**

The SPD 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 However from SPD (Generator) substation/switchyard dedicated transmission line will be in scope of SPPD/SPIA (LSPDCL).

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 SPD. The Project to be selected under this RfS provides for deployment of PV Technology. However, the selection of Project would be technology agnostic.

## **7. 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 shall submit a single bid for one or for both projects (75 MW & 35 MW). Details of projects are mentioned in Clause 4 of Section-3 of this RfS.

**Note:** In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- (ii) The maximum no. of projects to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 02 projects.
- (iii) 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-5 of RfS.

## **8. CONNECTIVITY WITH THE GRID**

8.1 Refer Clause 4 of Section-8 of the RfS

## **9. ENERGY SUPPLY BY THE SOLAR POWER DEVELOPER**

### **9.1 CRITERIA FOR ENERGY SUPPLY**

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise it once within first year after the date of commencement of power from first part capacity of the Project or full Project capacity, whichever is earlier. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17% . It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF, and for this purpose SPD 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 any Contract Year, except for the Contract Year ending on 31st March immediately after the date of commencement of power from the Project the SPD will be required to maintain energy supply corresponding to the minimum CUF as declared in the agreement for 2(two) consecutive years. In case of not able to maintain energy supply corresponding to minimum CUF , the SPD

shall be in default and the SPD yearly minimum CUF obligation shall get reduced to the average of actual CUF for the 2 default years and the SPD shall be obligated to pay to the UPPCL lump-sum damages equivalent to 24 (twenty-four) months or balance PPA period whichever is less, of the tariff, for the reduction in yearly minimum CUF obligation.

The lower limit will, however, be relaxable by UPPCL to the extent of non-availability of grid for evacuation which is beyond the control of the SPD.

For the first year of operation of the Project, the annual CUF shall be calculated for the complete calendar year after COD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete calendar year before the expiry of the PPA.

## **9.2 SHORTFALL IN GENERATION**

If for any Contract Year, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall shall be dealt as per the applicable provisions of the PPA

## **10. COMMENCEMENT OF POWER SUPPLY**

Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by the U.P. Electricity Grid Code, 2007, as amended from time to time. It is clarified that UPPCL/UPNEDA shall bear no responsibility in declaration of commissioning/COD of the Project. UPNEDA /UPPCL's scope will be limited to verifying the installation of rated capacity(ies) of the Project, with respect to the Contracted Capacity as part of the PPA. Prior to declaration of commencement power supply, the SPD shall submit COD certificate obtained from UPNEDA for the corresponding Installed Capacity to UPPCL as part of the requisite documents. Further, the SPD shall submit requisite documents as mentioned below, at least 30 days prior to part/full commencement of supply of power from the Project to UPPCL/UPNEDA

- i. Intimation regarding the timeline for commencement of supply of power from the Project.
- ii. Installation report duly signed by the authorized signatory as per Appendix -A1-2 of the RfS.  
The SPD is advised to take due care in furnishing such Installation Report.
- iii CEI/CEIG (as applicable) report containing approval for all the components, including modules, inverters, transformers and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate.
- iv Approval of Metering arrangement/scheme from STU or any other authority as applicable
- v SLDC registration certificate
- vi Document pertaining connectivity of the Project to grid substation
- vii Plant Layout, Plant (AC & DC) SLD
- viii Documents to establish the compliance of technical requirement as per PPA/RfS

ix Invoices against purchase of the solar modules, Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of solar modules and inverters at site along with certified summary sheet by the authorized signatory.

X SLDC Registration certificate .

The date of onset of commercial offtake of power by UPPCL/Power Procurer shall be determined as the date of commencement of power supply under the RfS/PPA.

### **10.1 PART COMMENCEMENT OF SUPPLY OF POWER**

Part Commencement of supply of power from the Project shall be accepted by UPPCL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 % of the project capacity (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, the SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the PPA.

### **10.2 COMMENCEMENT OF SUPPLY SCHEDULE AND PENALTY FOR DELAY IN COMMENCEMENT OF SUPPLY**

- a. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 24 months from the Effective Date of the PPA.
- b. The maximum time period allowed for commencement of supply of power supply from the full Project capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD(if applicable).
- c. In case of delay in commencement of supply of power beyond the SCSD until the date as per Clause 10.2.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 75 MW capacity, if commencement of power supply from 15 MW capacity is delayed by 18 days beyond the SCSD/ extended SCSD, then the penalty shall be calculated as:  $PBG \text{ amount} \times (15/75) \times (18/180)$ . For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.
- d. For delay in commencement of power supply beyond the date as per Clause 10.2.b above, the Contracted Capacity shall stand reduced to the Project Capacity that has commenced supply of power until the date as per Clause 10.2.b above, and PPA for the balance Contracted Capacity will stand terminated.

### **11. EARLY COMMENCEMENT OF SUPPLY OF POWER**

The SPD shall be permitted for commencement of supply of power from full as well as part capacity of the Project even prior to the SCSD. The SPD shall give fifteen (15) days advance notice to UPPCL regarding the advance commissioning of full or part capacity .UPPCL will give acceptance for availing such power within 15 days from the date of service of notice .In case UPPCL does not gives its acceptance to purchase power within the stipulated period,the SPD will be free to sell the power

to the extent not accepted by UPPCL in the power exchange or through bilateral arrangements. In case UPPCL/Buying Entity agrees to purchase power from such early part/full Contracted Capacity prior to SCSD, such power will be purchased by UPPCL at the PPA tariff.

**12. CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES**

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

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

**13. EARNEST MONEY DEPOSIT (EMD)**

Earnest Money Deposit (EMD) of INR 8,00,000/MW (Indian Rupees Eight Lakhs /MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 180 days 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. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

**13.1** The Bidder shall furnish the Bank Guarantees towards EMD 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). The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

**13.2** UPNEDA has agreed to accept the EMD 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 EMD Bank Guarantee 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.

**13.3 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 18 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/Insurance surety Bond /any instrument approved in GFR issued by GOI in accordance with Clause 14 of the RfS.

#### **13.4 PAYMENT ON ORDER INSTRUMENT (POI):**

As an alternative to submission of EMD as above, the Bidder 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 EMD 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 B of the RfS, within the timelines as per Clause 13.1 above, for the amount and validity period as per those Clause 13.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

#### **13.5 Insurance Surety Bond:**

As an alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by UPNEDA within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3 E of the RfS, within the timelines as per Clause 13.1 above, for the amount and validity period as per Clause 13.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD”

#### **13.6 Other Instrument as approved in GFR**

As an alternative to submission of EMD as above, the bidder also has an option to submit any other instrument approved in General Financial Rules as amended from time to time by Central Government (GOI) . The instrument issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by UPNEDA within the provisions of RfS/PPA. This instrument would be furnished , within the timelines as per Clause 13.1 above, for the amount and validity period as per Clause 13.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ detail of any other instrument /against EMD”

#### **14. PERFORMANCE BANK GUARANTEE (PBG)**

Bidders selected based on this RfS shall submit Performance Guarantee for a value @ INR **20,00,000/MW/Project** (Indian Rupees Twenty Lakhs /MW/Project) prior to signing of PPA to UPPCL . It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 12 months

after the SCSD of the Project. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form by UPPCL, the BG submitted towards EMD shall be returned by UPNEDA to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the SPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the SPD prior to expiry of validity of the PBG.

- 14.1 Performance Bank Guarantees (PBGs) shall be submitted separately for each Project. The PBGs 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 may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.
- 14.2 The SPD 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 a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 32.3 of the RfS.
- 14.3 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 14.4 UPPCL 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 UPPCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with UPPCL.
- 14.5 The selected 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 18 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 Bank Guarantee equivalent to the amount of the EMD shall be encashed by UPNEDA on behalf of UPPCL from the Bank Guarantee available with UPNEDA (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/SPD agrees that in case of invocation of BG, UPPCL is under no obligation to produce any estimate of loss in this regard.
- 14.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

14.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs.

14.8 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.

14.9 After the bidding process is over, UPNEDA shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e-RA).

14.10 UPPCL shall return / release the Performance Bank Guarantee/ Payment on Order Instrument/Insurance Surety Bond or any other submitted instrument as approved in GFR of GOI amended from time to time within 45 days of actual commencement of supply date of the Project after taking into account any liquidated damages / penalties due to delays in commencement of power supply beyond SCSD as per provisions stipulated in this Agreement. In case of part commencement of supply of power, PBG corresponding to such part capacity shall be released within 45 days of the actual commencement of supply date.

**14.11 PAYMENT ON ORDER INSTRUMENT (POI):**

As an alternative to submission of PBG as above, the SPD 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 UPPCL within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 14.0 above, for the amount and validity period as per those Clause 14.0 above. In case the SPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 14.0 above, will be applicable in this case too. The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)".

**14.12 Insurance Surety Bond (Surety Bond):**

As an alternative to submission of PBG as above, the SPD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by UPPCL within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3 F of the RfS, within the timelines as per Clause 14.0 above, for the amount and validity period as per Clause 14.0 above. In case the SPD chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 14.0 above, will be applicable in this case too.

The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)/ Insurance Surety Bond"

**14.13 Other Instrument as approved in GFR**

As an alternative to submission of PBG as above, the bidder also has an option to submit any other instrument approved in General Financial Rules as amended from time to time by Central Government (GOI) . The instrument issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by UPPCL within the provisions of RfS/PPA. This instrument would be furnished, within the timelines as per Clause 14.0 above, for the amount and validity period as per Clause 14.0 above.

The term “Bank Guarantee (BG) towards/ against” PBG” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ detail of any other instrument /against PBG

## **15 POWER PURCHASE AGREEMENT (PPA)**

15.1 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-electronicstender.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 20.11.2024 then the last date of signing of PPA shall be 19.12.2024*). PPA will be executed between UPPCL and selected bidder or its SPV separately for both Project.

15.2 The PPAs shall be valid for a period of 25 years from the SCSD. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD and UPPCL.

15.3 The Performance Bank Guarantee as per Clause 14 above shall be submitted by the SPD prior to signing of PPA between UPPCL and the SPDs, UPPCL 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 SPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

15.4 Successful Bidders will have to submit the required documents for PPA to UPPCL within 20 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, UPPCL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date as on 30 days from the date of issue of LoA. Subsequent to expiry of the 30-day period after the issuance of LoA, in case UPPCL intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

15.5 UPPCL will be obliged to buy the entire power as per generation schedule, to be provided by the SPDs subject to limitations as per the PPA, required under grid regulations. However, the SPDs are required to achieve energy supply within the minimum and maximum CUF limits as stipulated in clause 9.1.

15.6 The SPDs will be free to reconfigure and repower their plants from time to time during the PPA duration at its own risk and cost, pursuant to Clause 9.1 above. However, UPPCL will be obliged to buy power only upto the Contracted Capacity as per the PPA.

## **16.0 SHAREHOLDING BY THE PROJECT PROMOTER**

- 16.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall provide information about its promoter and their shareholding in the Company before signing of PPA with UPPCL.
- 16.2 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
- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
  - ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
  - iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
  - iv. Transfer of shares within the members of Immediate Promoter Group only.
  - v. Transfer of shares to IEPF.
  - vi. Issue of Bonus Shares.
- 16.3 **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) of the Bidding Company/Consortium until 01 (one) year after the SCSD, except with the prior approval of UPPCL.
- 16.4 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.
- 16.5 **In case of Project being executed through SPVs**, the Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of UPPCL. In the event the selected 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 after SCSD, except with the prior approval of UPPCL. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the SCSD, except with the prior approval of UPPCL.
- 16.6 Any change in the shareholding after the expiry of 01 years after SCSD can be undertaken under intimation to UPPCL.
- 16.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to UPPCL.

**17 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS**

- (i) The Project shall achieve Financial Closure within 12(twelve) months from the date of signing of the Power Purchase Agreement (PPA) (for e.g. if Date of signing of PPA is 07.011.2024, then scheduled Financial Closure date shall be 06.11.2025).

At this stage, the SPD shall report 100% tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit letter from all financial agencies, indicating the tie up of funds for all projects. 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) The SPD shall furnish documentary evidence to demonstrate that required land for project development have been obtained on Right to Use Basis from SPPD **which is LSPDCL {A Joint Venture between UPNEDA & Solar Energy Corporation of India-(SECI)}** .In this regard the SPD shall be required to furnish the following documentary evidences to establish obtaining land provided on “Right to Use Basis” to SPD.
- (a) **Land Use cum Implementation & Support Agreement (LUISA) with Solar Park Power Developer (SPPD) (LSPDCL)** for **associated infrastructure &** allotment of land as per terms and conditions as mentioned in the LOA
- (b) All agreements and approvals, clearances from SPPD related to the project along with all necessary supporting documents.
- (iii) In case of delay in achieving above condition terms as in PPA will be applicable.

**18 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 - B and Annexure – C . 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**
3. 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.

4. Bank Guarantee/POI/Insurance Surety Bond against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3B/7.3 E.
5. 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 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
  - c. 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.
6. 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.
7. 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.
8. Undertaking as per **Format 7.7**
9. A disclosure statement as per **Format 7.8/7.8 A** regarding participation of any related companies in the bidding process.
10. 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. 18, Section-3, 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 2021-2022, 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.

11. Covering letter of the financial bid as per Format - **7.10**.

**12.** Break-up of the Preliminary Estimate of Cost of Solar PV Project as per **Format 7.11** (separately for each project)

## **19. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS**

19.1 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.

- 19.2 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. 15 Section-III, Instructions to Bidders, ITB of RfS.
- 19.3 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.
- 19.4 If the event specified at 19.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 19.5 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. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 13 of the RfS.
- 19.6 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.
- 19.7 The response to RfS shall be submitted as mentioned in Clause No. 18, 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.
- 19.8 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.
- 19.9 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.
- 19.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 19.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by UPNEDA.
- 19.12 Response to RfS not submitted in the specified formats will be liable for rejection by UPNEDA.
- 19.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

- 19.14 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.
- 19.15 The State Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and UPPCL (Procurer). Subject to the above, only Lucknow Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 19.16 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.

**20. 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

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

- (a) Non-submission of the requisite Cost of RfS and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission;
- (c) 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.
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid
- (e) Non-submission of payment details against Cost of RfS and/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form
- (g) Except for the scenario as per Clause 7 above, 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.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

**21. METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER**

**21.1 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 or transaction voucher towards Cost of RfS Document as mentioned in Bid Information Sheet.
- Processing Fee in the form DD/ Pay Order or transaction voucher as mentioned in the Bid Information Sheet.
- Earnest Money Bank Guarantee as mentioned as per Clause 13 (as per Format 7.3A / 7.3 B/7.3 E).
- 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)

I **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope.

II **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

<b>Response to RfS for Setting up of 110 MW Grid Connected Solar PV Power Projects in district Kanpur Dehat and Kanpur Nagar</b>	
Capacity of the project applied for	_____ MW
No. of Projects Bid for	One or two
RfS Reference No.	/UPNEDA/ Kanpur solar Park /RfS/2025 dated /3/2025
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 Email: <a href="mailto:compneda@rediffmail.com">compneda@rediffmail.com</a> / ho_nks@rediffmail.com Website: <a href="http://www.upneda.org.in">www.upneda.org.in</a>

## 21.2 **DOCUMENTS TO BE SUBMITTED ONLINE**

Detail instructions to be followed by the bidders for online submission of response to RfS as stated as Annexure-B and C 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:

### **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/7.3 B/7.3 E, 7.4, 7.5 (if applicable), 7.6, 7.7 (if applicable), 7.8 /7.8 A and 7.9 as elaborated in Clause No. 21, Section-3, Instructions to Bidders (ITB).

- (a) All attachments elaborated in Clause No. 18, Section-3, Instructions to Bidders (ITB), under the sub-clause 10, Attachments with proper file names.
- (b) All supporting documents regarding meeting the eligibility criteria.
- (c) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet
- (d) Scanned Copies of requisite amount of Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet.
- (e) Scanned and stamped copy of RfS & Standard PPA document

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

**Submission of Pass-phrases:** In line with Clause 19.8, and Annexure-B, the Bidder shall be required to submit the 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 Technocommercial bid.

#### **I. FINANCIAL BID (SECOND ENVELOPE)**

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

- (a) Covering letter of 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. . In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.
- (e) **In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of**

the online or offline bid documents to UPNEDA), the respective amounts paid to UPNEDA will be refunded without any interest payment, to the respective Bidder.

**22 NOTICE BOARD FOR DISPLAY**

The selected SPD 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;"><b>___ MW Grid Connected Solar PV Project</b> <b>Owned and operated by</b> ----- <b>(insert name of the SPD)</b> <b>[Under Kanpur Nagar/Kanpur Dehat Solar Park,</b> <b>Uttar Pradesh</b> <b>Village:....., Tehsil....., District.....</b></p>
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**23 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.

**24 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/UPPCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

**25. CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS**

- 25.1 Clarifications/ Doubts, if any, on RfS document may be sought till 20/5/2025 UPNEDA will make all efforts to respond to the queries.
- 25.2 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](http://www.upneda.org.in) All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

**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](mailto:compneda@rediffmail.com), [ho\\_nks@rediffmail.com](mailto:ho_nks@rediffmail.com)  
Website: [www.upneda.org.in](http://www.upneda.org.in)

25.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet on 14/5/2025 at 12.30 PM in Hybrid Mode (Venue and virtual joining link to be notified later on )

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.

**26 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.

Note: In the event of cancellation of LoAs prior to signing of PPAs, bid processing fee will not be refunded.

**27 POST AWARD COMPLIANCES**

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Commissioning, commencement of power supply, etc. will be the sole responsibility of SPD. UPNEDA/UPPCL shall not be liable for issuing any intimations/ reminders to SPD for timely completion of milestones and/ or submission of compliance documents.

- (I) Any checklist shared with SPD by UPNEDA /UPPCL 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 SPD.
- (II) Tax implications, if any, on procurement of capacity under this RfS, will be borne by the SPD.
- (III) Successful Bidders /SPD will deposit the regulatory fees sought by UPNEDA at the time of submission of petition for approval of PPA and adoption of Tariff to UPERC.

## Section -4

### QUALIFICATION REQUIRMENTS FOR BIDDERS

Short listing of Bidders will be based on the following Criteria:

#### **28 GENERAL ELIGIBILITY CRITERIA**

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

- 28.1 The Bidder shall be a Company as defined registered under the Companies Act, 2013.
- 28.2 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. In case applications for both Projects have been made by a Consortium, separate Project Companies can be formed for each Project. 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).
- 28.3 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.
- 28.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
  - i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
  - ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.
  - iii. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

iv. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium where any member of the consortium falls under any of the above.
- v. "Beneficial owner" for the purposes of Clause 28.4 (iii) & (iv) above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
- vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
- vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

28.5 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.

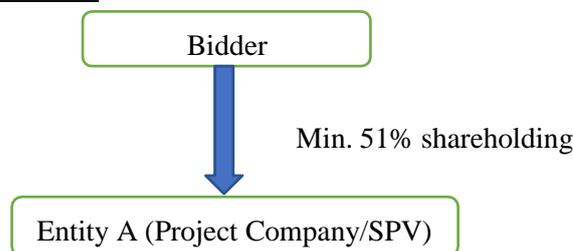
28.6 Any consortium, if selected as Successful Bidder for the purpose of supply of power to UPPCL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with UPPCL, i.e. the 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 thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to SCSD of full Project Capacity, except with the prior approval of UPPCL.

28.7 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 as per Format 7.7

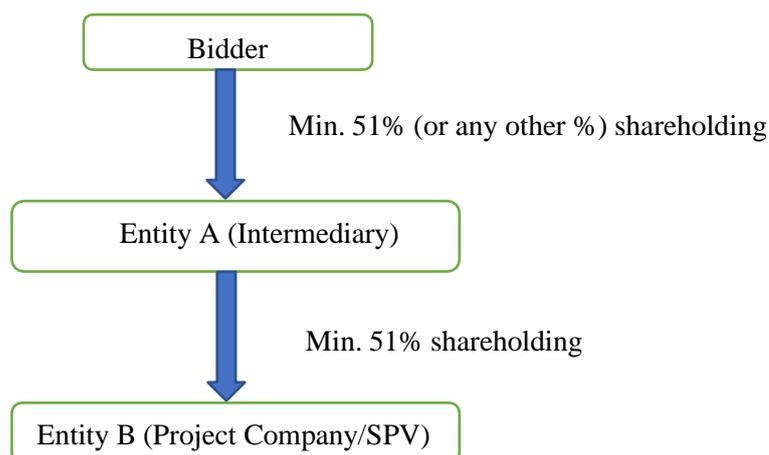
28.8 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in

Clauses 28.3 and 28.6 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.**

**29.0 TECHNICAL ELIGIBILITY CRITERIA**

- 29.1 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.
- 29.2 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 solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells), valid as on the date of invoicing of such modules.
- 29.3 The Projects shall also comply with the criteria for power generation detailed in Clause No.9 in Section-III, Instructions to Bidders (ITB) of RfS.

29.4 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

### **30 FINANCIAL ELIGIBILITY CRITERIA**

#### **30.1 NET-WORTH**

- i. 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 23-24 or as on the day at least 7 days prior to the bid submission deadline.
  
- ii 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 documnt.
  
- iii 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.

#### **30.2 LIQUIDITY**

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to **demonstrate at least one of** the following parameters:

- i. A minimum annual turnover of **INR 34,40000/ MW** (Indian Rupees Thirty four Lakhs and Forty Thousand/MW) of the quoted capacity during the previous financial year, 2023-24 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover
- ii. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of **INR 6,88,000/MW** (Indian Rupees Six Lakhs and eighty eight thousand. /MW) of the quoted capacity, as on the last date of previous financial year, 2023-24, or as on the day at least 7 days prior to the bid submission deadline.
- iii. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 8,60,000/MW** (Indian Rupees Eight Lakhs and Sixty Thousand /MW) of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

- 30.3** 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 clauses 30.1 and 30.2 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.
- 30.4** 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 and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.
- 30.5** A Company/ Consortium would be required to submit annual audited accounts as on the last date of previous Financial Year, i.e. FY 23-24, 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.
- 30.6** 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.
- 30.7** 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 30.6 above.

**30.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (**both Net-Worth and liquidity requirements**) 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 project of capacity of 75MW, then, total Net-Worth to be met by the Consortium is Rs. 80 lakhs x 75MW = Rs. 60 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 42.0 Crores and to be met by Consortium Member B would be Rs 18.0 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.

**30.9 Note:** Wherever applicable, audited accounts for the last FY, 2023-24 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2023-24 are not available, then audited annual accounts of FY 2022-23 can be considered.

## **Section -5**

### **Bid Evaluation & Selection of Projects**

## **31. BID EVALUATION**

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

## **32 TECHNO-COMMERCIAL EVALUATION OF BIDDERS**

### **32.1 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, 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.

**32.2** 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.

**32.3** Subject to Clause No. 20 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.

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

### **33 SECOND ENVELOPE (FINANCIAL BID) EVALUATION (Stage-1)**

- 33.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “First Round Tariff ” quoted by the bidders in the Electronic Form of Financial Bid . After this step, the shortlisted bidders shall be invited for the Reverse Auction.
- 33.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- 33.3 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 First Round Tariff per kWh separately for each 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).
- 33.4 In this step, evaluation will be carried out for each Project separately based on tariff quoted by Bidders.
- 33.5 On completion of Techno-commercial bid evaluation for each project, the minimum number of qualified bidders should be two for each project , If the number of qualified bidders is less than two in any project , even after three attempts of bidding, and UPNEDA & UPPCL still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
- 33.6 If the first-round tariff quoted is same for two or more Bidders for a particular project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- 33.7 All Bidders whose quoted tariff is within range of 5 % of Lowest tariff obtained in Financial Bid in each project shall be eligible for reverse auction round as mentioned in Clause No. 34.2 of this Section-5.

### **34. REVERSE AUCTION (Stage-2)**

- 34.1 The reverse auction for each project shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by UPNEDA to the eligible bidders.
- 34.2 The Total eligible bidders in each Project for reverse auction shall be whose quoted Tariff is within range of 5 % of lowest tariff (L1) obtained in Financial bid.
- 34.3 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) -----LI (lowest)	L1 eligible for e-RA
B2	₹ 2.13 (Tariff in ₹/ kWh)	
B3	₹ 2.15 (Tariff in ₹/ kWh)	
B4	₹ 2.20 (Tariff in ₹/ kWh)	
B5	₹ 2.25 (Tariff in ₹/ kWh)	
B6	₹ 2.60 (Tariff in ₹/ kWh)	
B7	₹ 2.70 (Tariff in ₹/ kWh)	
B8	₹ 2.80 (Tariff in ₹/ kWh)	

34.4 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. 34.2 of this Section-5

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

- (i) During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
- (ii) 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) Paise less than its current tariff.
- (iii) 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.
- (iv) During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction
- (v) In the bidder's bidding window, the following information can be viewed by the bidder:
  - a) Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
  - b) The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity

c) 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:

- (i) 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.
- (ii) 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.
- (iii) 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 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

### **35 SELECTION OF SUCCESSFUL BIDDERS**

35.1 Subsequent to separate e-RA for each Project the bidder (called the L1 bidder) quoting the least tariff (called the L1 tariff) for each project shall be allocated the project capacity.

35.2 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.

(ii) 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.

### **36 Issuance of LOA:**

At the end of selection process, a Letter of Award (LoA) will be issued by UPNEDA to the Successful Bidder for each Project within 30 days of selection of Successful Bidder(s). 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 /UPPCL decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

## **SECTION -6**

### **OTHER PROVISIONS**

#### **37 ROLE OF STATE NODAL AGENCY**

UPNEDA as a State Level Agency will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:

- Coordination among various State and Central agencies for speedy implementation of projects .
- Support during commissioning of projects and getting issue of commissioning certificates from Procurer.

#### **38 ROLE OF STATE TRANSMISSION UTILITY**

It is envisaged that through State Transmission Utility, Grid connectivity and transmission system will be provided as per application by SPPD to facilitate the evacuation of power from the Projects which may include the following:

- i) Upon application of Connectivity as per SERC Regulations, STU shall coordinate with the SPPD for grant of connectivity
- ii) Coordination among various State and Central agencies for evacuation of power.

#### **39 ROLE OF SOLAR POWER PARK DEVELOPER (SPPD)-LSPDCL**

The SPPD shall undertake the following activities to achieve the objectives of speedy establishment and implementation of Solar Park in Kanpur Dehat & Kanpur Nagar In –principal Approval provided by Ministry of New & Renewable Energy ,Govt of India dated 1/2/2024 under Scheme for “Development of Solar Parks and Ultra Mega Solar Power Projects “

39.2 Develop, plan, execute, implement, finance, operate and maintain the Solar Park.

39.3 Obtain statutory & non-statutory clearances and to make area development plan within Solar Park.

39.4 Frame out transparent project land allotment policy and specify procedures pursuant to the relevant State policies and their amendments thereof.

39.5 Provide land on Right to Use basis within 03 (Three) months from the Effective Date of the PPA to the SPD for the entire period of the Project.

39.6 Work out charges to be paid by the developers for land, for providing power evacuation infrastructure and use of various facilities in the Solar Park.

39.7 Enter into an Land Use cum Implementation Support Agreement (LUISA) with SPDs for Land & associated infrastructure for development of the Project inside the Solar Park, and Connectivity with the STU System.

While it will be the endeavor of the State Agencies /SPPD as described above to facilitate support in their respective area of working but nevertheless, SPD shall be overall responsible to complete all the activities related to Project Development at its own risk and cost.

#### **40 SCOPE MATRIX**

SPD shall be responsible for undertaking all the preparatory activities like land demarcation, evacuation infrastructure, entering into appropriate contracts for development of the Solar Park.

The scope matrix indicating roles and responsibilities of SPPD/SPIA and SPD are indicated on the table below: -

<b>S. N.</b>	<b>KEY FUNCTIONS</b>	<b>ROLE/ RESPONSIBILITY</b>
1	Land acquisition (lease basis)	SPPD
2	Geo-Technical Investigation Report and Topography survey ,Soil Investigation ,Hydrology survey	SPPD
3	Soil Earth Resistivity Test Report ,Hydrogeology and Environment and social Impact Assessment Report	SPPD
4	Demarcation & Fencing	SPPD
5	Evacuation Arrangement (Project Switchyard to Grid feed in substation i.e Injection Point) (Majorily Bays & Transmission line	SPPD
6	Construction of External (approach) road upto Project site	SPPD
7	Local Area Development (LAD)	SPPD
8	Water availability during construction period	SPPD
9	Maintenance of Transmission Infrastructure and External Approach Road	SPPD
10	Internal Water Supply Arrangement through Bore Well	SPD
11	Construction of Internal Road if required Inside the Project Plot	SPD
12	Illumination System (For Internal Road)	SPD
13	Construction of Cable Tray and Drainage System	SPD
14	Construction of Project office Complex	SPD

15	Construction of Boundary Wall/ Fencing for each Plot	SPD
16	Construction of Automatic Weather Monitoring Station (WMS)	SPD
17	Laying of 33kV Cable in Cable Tray	SPD
18	Land Leveling	SPD
19	Project O & M Services	SPD
20	Arrangement of Power during Construction and Auxillary Power arrangement during operation of Project	SPD
21	Fixing of Module & Power Generation	SPD
22	Clearances	The clearances required for setting up the Project and the Solar Park shall be borne by the SPDs and the SPPD, respectively.

#### **41 LIGHTING**

Street lighting shall be planned along the Internal Roads to illuminate the roads & walkways. Area lighting shall be provided for safety and operational needs.

#### **42 DRAINAGE SYSTEM**

Keeping in view of the topography and flood levels of the area necessary cutting, filling & leveling work shall be taken up by SPD to have different benches suitable to respective project (Plot) requirement as well as compatible with the Road network. The drainage shall be planned according to the final contour of the area after finalizing/ attaining the modified levels after the required cutting, filling & leveling work. There will be main storm drain along the Roadside which will receive inflows from the different blocks drainage system. The grade/ gradient shall be planned keeping in view of the NSL as well as the existing natural drainage line so that the storm water is safely drained off from the Plant/ Project area. This storm water can also be conserved in suitable Pool and can be utilized again.

#### **43. WEATHER MONITORING STATION (WMS)**

One No. of GPS enabled Automatic Weather Monitoring Station (AWMS) as mentioned in the matrix above shall be developed by SPD as per the technical specifications and standards specified by relevant central government agency. This AWMS will be installed for monitoring of rainfall, solar radiation, wind speed, atmospheric pressure, temperature and other necessary parameters on real-time basis. This Automatic Weather Monitoring System should be SCADA compatible & work in line with Sub-station SCADA System.

The SPD shall ensure availability of the data from such AWS as specified by the appropriate Load Dispatch Centre (UPSLDC) and other Central Government agencies in accordance with the provisions of Indian Electricity Grid Code and instructions from the State Load Dispatch Centre from time to time.