

**REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR  
PROCUREMENT OF SLOP BASED POWER IN  
UTTAR PRADESH**

**RFP No. \_\_\_\_\_**

**ISSUED BY  
Uttar Pradesh Power Corporation Limited  
(UPPCL)**

**Chief Engineer (PPA)  
Power Purchase Agreement- Renewable, 14<sup>th</sup> floor, Shakti  
Bhawan Extension, Lucknow-226001**

## **INFORMATION SHEET**

In accordance with the directions of UPERC in the Order dated 2.12.2019 in Petition No. 1504/2019&the UPERC (Captive and Renewable Energy Generating Plants) Regulations, 2019(CRE Regulations), UPPCL has decided to carry out the bidding process for selection of Generator/s to whom the Contract may be awarded for generation and supply of power up to 20 MW ( $\pm$  25%) from Slop based power projects for fulfilment of non- solar RPO target on a long- term basis for a period of 10 years.

<b>Document Description</b>	REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR PROCUREMENT OF SLOP BASED POWER IN UTTAR PRADESH
<b>Type of Project</b>	Slop based Power Project
<b>RFP No. and Date</b>	UPPCL/___dated
<b>Contract Period</b>	10 years
<b>Total Requisitioned Capacity</b>	20 MW( $\pm$ 25%)
<b>Method of procurement</b>	Bidding
<b>Minimum Capacity (MW)</b>	2 MW
<b>Downloading of Tender Documents</b>	<a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
<b>Pre- Bid Meeting</b>	As per the tender portal
<b>Last Date &amp; Time for Submission of Response to RFP</b>	As per the tender portal
<b>Technical Bid Opening</b>	As per the tender portal
<b>Financial Bid Opening</b>	As per the tender portal
<b>Cost of RFP Document (Non-Refundable)</b>	Rs. 50,000/- + 18% GST
<b>Bid Security (Earnest Money Deposit)</b>	Rs. 1,00,000 per MW
<b>Performance Bank Guarantee (PBG)</b>	Rs. 10,00,000 per MW
<b>Fuel</b>	Slop
<b>Location of the Project</b>	Uttar Pradesh
<b>Ceiling Tariff</b>	Rs. 2.899 per unit (50% of the tariff to be treated as variable cost)
<b>Name, Designation, Address and other details (For Submission of Response to RFP)</b>	Chief Engineer (PPA) Power Purchase Agreement- Renewable, 14th floor, Shakti Bhawan Extension, Lucknow-226001
Important Note: Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the tender portal <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a> . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

## GLOSSARY

AOA	Article of Association
APTEL	Appellate Tribunal for Electricity
BG	Bank Guarantee
B-O-O	Build-Own-Operate
BR	Business Resolution
CCA	Controller of Certifying Authority
CERC	Central Electricity Regulatory Commission
COD	Commercial Operation Date
DD	Demand Draft
DPR	Detailed Project Report
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FY	Financial Year
GoUP	Government of Uttar Pradesh
kV	Kilo Volt
kW	Kilo Watt
kWh	Kilo Watt hour
LOA	Letter of Award
LOI	Letter of Intent
UPERC	Uttar Pradesh Electricity Regulatory Commission
MNRE	Ministry of New and Renewable Energy
MOA	Memorandum of Association
MOD	Merit Order Dispatch
UPPCL	Uttar Pradesh Power Corporation Limited
MW	Mega Watt
NIT	Notice Inviting Tender
NOC	No Objection Certificate
OA	Open access
PBG	Performance Bank Guarantee
PLF	Plant Load Factor
PPA	Power Purchase Agreement
RE	Renewable Energy
REC	Renewable Energy Certificate
RFP	Request for Proposal
RPO	Renewable Purchase Obligation
SLDC	State Load Despatch Centre
STU	State Transmission Utility

## **DISCLAIMER**

1. This Request for Proposal (RFP) document is not an agreement or offer by the Authorised Representative to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bid. This RFP is based on material and information available in public domain.
2. This RFP, along with its Formats, is not transferable. The RFP and the information contained therein is to be used only by the person to whom it is issued.
3. While this RFP has been prepared in good faith, neither the Procurer/ Authorized Representative nor its employees or advisors/consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFP.
4. Neither the Procurer/ Authorized Representative, its employees nor its advisors / consultants 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 RFP, any matter deemed to form part of this RFP, the award for supply of power, the information supplied by or on behalf of Procurer/ Authorized Representative or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said supply of power. The information contained in this document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Uttar Pradesh Power Corporation Limited (UPPCL) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out here and such other terms and conditions subject to which such information is provided. Both the Section is an integral part of the Bidding Document and can be read accordingly.
5. UPPCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bidding Document.
6. UPPCL reserves the right to modify, amend or supplement this RFP document including Power Purchase Agreement (PPA).

Place: Lucknow

Date: \_\_\_\_\_

## **Table of Contents**

<b>1</b>	<b>SECTION 1- BACKGROUND &amp; DETAILS.....</b>	<b>7</b>
<b>2</b>	<b>SECTION 2- DEFINITIONS .....</b>	<b>12</b>
<b>3</b>	<b>SECTION 3 –INSTRUCTIONS TO BIDDERS .....</b>	<b>17</b>
<b>4</b>	<b>SECTION 4 - BID EVALUATION METHODOLOGY.....</b>	<b>35</b>
<b>5</b>	<b>SECTION 5 - OTHER PROVISIONS.....</b>	<b>39</b>
<b>6</b>	<b>SECTION 6 – FORMATS FOR BID SUBMISSION .....</b>	<b>40</b>

**SECTION 1**  
**BACKGROUND & DETAILS**

# 1 SECTION 1- BACKGROUND &DETAILS

## 1.1 Introduction

1.1.1 The Procurer(s) have authorized U.P. Power Corporation Ltd. (UPPCL) as its Authorized Representative to carry out the bidding process for the selection of Successful Bidder(s) for supply of Slop based power for long term through competitive bidding process for meeting the Renewable Purchase Obligation. Accordingly the Authorized Representative, on behalf of Paschimanchal Vidyut Vitran Nigam Ltd., Purvanchal Vidyut Vitran Nigam Ltd., Madhyanchal Vidyut Vitran Nigam Ltd., Dakshinanchal Vidyut Vitran Nigam Ltd. & Kanpur Electricity Supply Company Ltd. acting through Chief Engineer (PPA), 14<sup>th</sup>Floor, Shakti Bhawan Extension, Lucknow, which expression shall also include the successors and permitted assigns of the Authorized Representative, hereby invites interested Bidders to purchase the RFP to participate in the bidding process for the selection of Successful Bidder(s) for procurement of Slop based power for long term through competitive bidding process for meeting the Renewable Purchase Obligation of the Procurers. The responsibility of the Successful Bidder(s) shall be to supply power to the Procurer(s) as per the terms and conditions of the RFP Documents.

## 1.2 Background

1.2.1 In the hearing dated 18<sup>th</sup>April, 2019 in Petition No. 1416/2019, Hon'ble UPERC directed UPPCL to conduct bidding process for procurement of Slop based power from various generators. Thereafter, in another Order dated 2.12.2019 in Petition No. 1504/2019, Hon'ble UPERC directed UPPCL to conduct and conclude the said bidding process by January 2020.

1.2.2 Under the mandate of Electricity Act, 2003, it is the obligation of UPPCL to procure renewable power to meet their RPO targets as specified in the RPO Regulations notified by Hon'ble UPERC. Accordingly, UPPCL procures the renewable power from various source to meet the Renewable Purchase Obligation.

1.2.3 In view of the above, UPPCL has decided to procure power up to 20 MW ( $\pm$  25%) from Slop based power projects for fulfilment of non- solar RPO on a long-term basis for a period of 10 years starting from effective date of PPA. UPPCL has therefore decided to carry out the bidding process for selection of Renewable Generator as "the Bidder" to whom the Contract may be awarded for generation of power from Slop based Power projects and supply power to UPPCL as per the terms & conditions specified in the bidding document.

1.2.4 This Request for Proposal document has been prepared in line with the guidelines issued by MNRE.

1.2.5 The brief responsibility of the Successful bidder shall be to supply power as given below to UPPCL as per the terms and conditions specified below:

<b>S.N</b>	<b>Scope</b>	<b>Details</b>
1	Type of the Project	Power Project
2	Source of the Fuel	Slop
3	Location of the Project	Uttar Pradesh
4	Contract period	10 years
5	Requisitioned installed capacity	20 MW( $\pm$ 25%)
6	Minimum Capacity	2 MW
7	Ceiling Tariff for Bidding (Rs./kWh)	Rs. 2.899 per unit (50% of the tariff to be treated as variable cost)
8	Scheduled Delivery Date	From the date of approval by UPERC of executed PPA for already commissioned projects and by 31.3.2021 for under construction Projects
9	Delivery Point	Interconnection point as defined in Section 2.
10	Applicable Charges	All Charges including SLDC charges or any other charges as may be applicable shall be borne by bidder.
11	Arranging Transmission access	Bidder shall be responsible for arranging transmission access.

- 1.2.6 In the bidding process, the Generator will propose to sell the power from the said slop based Power Generation plant to UPPCL against the installed capacity of the plant. The electricity will be produced by using slop as fuel.
- 1.2.7 The Authorized Representative seeks to qualify and select Successful Bidder(s) for supply of power as aforesaid through this bidding process. For the purpose of selection of the Successful Bidder(s), Bidders shall be required to submit both Non-Financial Bid and Financial Bid simultaneously in a single stage bidding process as per the timelines mentioned in Para 1.4 of this notification. Bidders who meet the Qualification Requirement as specified in Clause 3.4 of the RFP will be Qualified Bidders and the Financial Bids of all such Qualified Bidders shall be opened and evaluated as per provisions of Clause 3.4 of the RFP for the purpose of selection of Successful Bidder(s).
- 1.2.8 The Selected Bidder shall be responsible for supply of power from the Power Station, under and in accordance with the provisions of a Long-term agreement for procurement of power (the “Agreement for Procurement of Power” or the “PPA”) to be entered into between the Supplier and UPPCL in the form provided as part of the Bidding Documents pursuant hereto.
- 1.2.9 All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Format 6.6 as available.



1.2.10 Bidders may bid for the capacity specified in Clause 1.2.5, or a part thereof, not being less than 2MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders in line with the bid evaluation criteria and the e-bidding process as specified in the guidelines.

1.2.11 The Bidders shall submit the Applications pursuant to this Bidding Document in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by UPPCL, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Applications (the “Bid Due Date”).

1.2.12 UPPCL shall receive Bids pursuant to this document in accordance with the terms set forth in this document and other documents to be provided by UPPCL pursuant to this document, as modified, altered, amended and clarified from time to time by UPPCL, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the “Bid Due Date”).

### 1.3. Selection of technology & Eligible Projects

1.3.1. Projects are to be selected for procurement of Requisitioned Capacity of 20 MW(± 25%). However, the selection of projects would be within the technology prescribed in the GoI/MNRE/UPERC documents. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

1.3.2. All the commissioned projects which have untied capacity will be allowed to participate and supply the power as specified in the PPA. However, projects under construction will be considered based on the condition that they will be commissioned and ready to schedule power within FY 2020-21. The projects shall comply with the eligibility qualifying criteria as specified by UPERC. Enhancement and augmentation of existing Projects will be considered as eligible Project under this process, provided for payments, the weighted average mechanism as per UPERC Regulations will be followed.

### 1.4. Schedule of Bidding Process

1.4.1. UPPCL shall endeavor to adhere to the following schedule:

<b>Event</b>	<b>Schedule*</b>
Date of Publication on the E-Bid Portal and Issuance of RFP and PPA	
Submission of written clarification/amendments if any, on the RFP / RFP Documents by the Bidders.	
Pre-bid meeting	
Revision of RFP and RFP Documents (if required) and issuance of revised RFP and RFP Documents	

<b>Event</b>	<b>Schedule*</b>
Due date for receipt of tenders on the e-portal	
Due date for submission of hard copies (2 sets) of Non-Financial Bid	
Opening of Non-Financial Bid	
Opening of Financial Bid of Qualified Bidders	
Shortlisting of Successful Bidder(s) and issue of LOI	
Signing of PPA	

*\*tentative- refer the e-tender portal*

### 1.5. Pre-Bid Meeting

- 1.5.1. The date, venue and time of the Pre-Bid Meeting as specified in clause 1.4 will be followed where all the bidders will be allowed to resolve their Pre-Bid Queries. In case of any change, the same will be intimated to the bidder.
- 1.5.2. Bidders are requested to attend the same with their written queries.
- 1.5.3. During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of UPPCL. However, UPPCL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

*All communications should be in written form and all parties shall rely solely on the written communication.*

## SECTION 2 – DEFINITIONS

## 2 SECTION 2- DEFINITIONS

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

### Definitions

**"Act" or "Electricity Act, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

**"Actual Commercial Operation Date (COD)"** shall mean the date as in Format 6.6;

**"Appropriate Commission"** shall mean the Uttar Pradesh State electricity Regulatory Commission (UPERC)

**"Authorized Representative"** shall mean the body corporate authorized by the Procurer(s) to carry out the bidding process for the selection of the Successful Bidder(s) on their behalf as defined in Clause 1.1 of this RFP;

**"Bid"** shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof

**"Bidder"** shall mean Company which has a project generating power from Slope based Projects;

**"Change in Law"** means the occurrence of the following after the date of this agreement:

- a) The enactment of any new Indian Law
- b) The modification or repeal of any existing Indian law or;
- c) The commencement of any Indian law which has not yet entered into effect;
- d) A change in the interpretation or application of Indian Law;
- e) The interpretation, application or enforcement of any existing law or statutory notification in a manner which was not reasonably foreseeable by the Generator (after making due and careful enquiry) at the date of this agreement.
- f) The imposition of a requirement for Clearances not required as at the date of this agreement.
- g) After the date of grant of any Clearance a change in the terms and conditions attaching to such Clearance or the attachment of any terms or conditions; or
- h) Any such Clearance as has been granted ceasing in part or in whole to remain in full force at effect; save, in case of paragraphs (f), (g), and (h) above to the extent that such circumstances arose as a result of any default or neglect on the part of the Generator, its contractors, servants or agents;

**“Company”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 or Cooperative Societies Registered under Cooperative Societies Act, 1984, as applicable;

**“Competent Authority”** shall mean the Government of India, the Government of the State of Uttar Pradesh and any agency, authority, department, inspectorate, ministry or statutory person (whether autonomous or not) of the Government of India or the Government of the State of Uttar Pradesh;

**“Commercial Operation Date (COD)”** shall mean the date on which Generation Facility starts delivering power and in case of new projects yet to be commissioned, the date from when it notifies UPPCL in advance the date of commercial operation;

**“Commissioning Date”** shall mean the date on which the Generation facility is synchronised with the grid system;

**“Conflict of Interest”**- A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder;

**“Consents, Clearances and Permits”** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;

**“Contracted Capacity”** shall mean the net capacity of power (in MW) contracted between the Seller and the Procurer at the Interconnection Point as provided in the Selected Bid;

**“Discom” or “DISCOM”** shall refer to Dakshinanchal Vidyut Vitran Nigam Limited, Kanpur Electricity Supply Company Limited, Madhyanchal Vidyut Vitran Nigam Limited, Paschimanchal Vidyut Vitran Nigam Limited and Purvanchal Vidyut Vitran Nigam Limited;

**“Due Date of Payment”** shall mean in relation to any invoice the day falling **30 Days** after the date upon which such invoice is submitted. If such day is not a business day, the immediately succeeding business day will be considered as due date for payment;

**“Effective Date”** shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties and approval of the same by UPERC;

**“Financial Closure or Project Financing agreements”**, (applicable only in case of new projects which are under construction or for capacity augmentation), means arrangement of necessary funds by the bidder either by way of commitment of funds by the company from its internal resources and / or tie-up of funds through a bank / financial institution by way of sanction of loan or letter agreeing to finance.

**“Fuel”** means Slop

**“FY”** shall mean financial year (beginning on 1<sup>st</sup>April and ending on 31<sup>st</sup>March of the following year)

**“Generator”** means the generating company / Society registered under the Companies Act 1956 / Co-operative Society Act, 1960, and established to design, finance, own, operate, generate & supply Electricity by using non fossil fuel such as Slop.

**“Generation Facility”** means the electric power generating facility along with associated Sugar Mill / processing plant to be constructed and owned by Generator or (an independent Generator and a Sugar Mill/ processing plant, located in the state of Uttar Pradesh.

**“GoUP”** means the Government of Uttar Pradesh

**“Installed capacity”** shall mean the total capacity of the slop based power plant.

**“Interconnection Point”** shall mean the interface point of renewable energy generating facility with the transmission system or distribution system, as the case may be and shall be the line isolator on outgoing feeder on HV side of generator transformer;

**“Land”** means the land on which the Generation Facility will be constructed.

**“Letter of Intent” or “LOI”** shall mean the letter issued by UPPCL to the Selected Bidder for award of the Project;

**“Liability”** means any liability (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and due or to become due), including any liability for Taxes in accordance with the provisions of this Agreement;

**“Minimum Bid Capacity”** shall mean the minimum capacity in MW specified by the Authorized Representative in Clause 1.2.5, for which the Bidder is required to submit its Bid;

**“Month”** shall mean calendar month;

**“Ordinary Course of Business”** means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) in the same type of undertaking;

**“Order means”**

- 1) UPERC CRE Regulations, 2019 and related amendment thereof
- 2) UPERC Orders on Slop based power purchase
- 3) Any other relevant order issued by any judicial authority including High Court, CERC, APTEL, Supreme Court which may have any impact on the specified arrangement in the bidding process.

**“PPA”** shall mean the Power Purchase Agreement signed between the successful bidder and UPPCL according to the terms and conditions of the standard PPA enclosed with this RFP;

**“Procurers”** mean the entity (ies) as specified in Clause 1.1.1 of this RFP;

**“Project”** means the design, supply of equipment, construction and operation of the Generation Facility and the fuel facility and all other infrastructure facilities including land and water facilities;

**“Qualified Bidder(s)”** shall mean the Bidder(s) who, after evaluation of their Non Financial Bid as per Clauses 4.2 and 4.3, stand qualified for opening and evaluation of their Financial Bid;

**“Requisitioned Capacity”** means the total aggregate power of 20 MW ( $\pm$  25%) proposed to be contracted by the Procurer(s) with the Successful Bidder(s) through this bidding process for supply at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

**“RFP document”** shall mean the bidding document issued by UPPCL including all attachments, clarifications and amendments thereof vide RFP no. UPPCL/\_\_\_\_\_ Dated \_\_\_\_\_;

**“Renewable Purchase Obligation”** as defined in the UPERC Regulations issued and amended from time to time.

**“Scheduled Commercial Operation Date (COD)”** shall mean the date as in Format 6.6 and shall be within FY 2020-21;

**“Selected Bidder or Successful Bidder”** shall mean the Bidder selected pursuant to this RFP to set up the Project and supply electrical output as per the terms of PPA;

**“Slop”** is the combustible organic matter left after the extraction of the usable products of the sugarcane;

**“STU or State Transmission Utility”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003;

**“Tax”** means and includes a tax, duty, rate, cess, toll, fee etc. levied by the central or state Govt. or Local authorities under laws of India;

**“Transactions”** mean the sale of electricity by Generator to UPPCL pursuant to the Agreement and all other transactions described in or contemplated by the Agreement;

**“UPERC”** means the Uttar Pradesh Electricity Regulatory Commission;

**“UPPCL”** means the Uttar Pradesh Power Corporation Limited

**SECTION 3**  
**INSTRUCTION TO BIDDERS**



### 3 SECTION 3 –INSTRUCTIONS TO BIDDERS

#### 3.1 Obtaining RFP Document & Cost of documents

3.1.1 The RFP document can be downloaded from the tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in)

Note: - Interested bidders have to download the official copy of RFP & other documents after logging into above website by using the Login ID & Password created during registration (Refer Annexure – B). The bidder shall only be eligible to submit/ upload the bid document only after logging into above portal and procuring the official copy of RFP.

3.1.2 Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RFP document. Bidding Company will be eligible to participate in the bidding process only on submission of cost of RFP documents. The bids submitted without cost of the RFP document and/or Bank Guarantee shall not be considered for the bidding and such bids shall not be opened by UPPCL.

#### 3.2 Total Capacity Offered, Project Location & Scope

3.2.1 Selection of Grid-connected slop-based power Projects for total capacity of 20 MW ( $\pm 25\%$ ) will be carried out through e-bidding process. The projects will be setup in Uttar Pradesh State only.

3.2.2 The details of the bidders capacity for qualification is as identified below:

Sr. No	Scope	Details
1	Type of the Project	Power Project
2	Source of the Fuel	Slop based
3	Location of the Project	Within Uttar Pradesh only
4	Requisitioned Installed capacity (MW)	20 MW( $\pm 25\%$ )
5	Minimum Capacity of the Plant of the Bidder (MW)	2 MW

3.2.3 Project Scope: The project holder shall set up Slop based Power project. The grid connectivity shall be the responsibility of the project holder. The project holder shall complete the work of evacuation infrastructure upto nearest UPPCL/UPPTCL substation, at its own cost. 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 project holder.

#### 3.3 Eligibility for Bidders

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

- 3.3.1 The bidder should be a corporate entity registered under the Companies Act 1956 or 2013, as applicable or Co-operative societies registered under Co-operative Societies Act, 1984.
- 3.3.2 A bidder can only submit a single application in the prescribed formats as detailed in Clause 3.16 giving details of the projects.
- 3.3.3 Multiple bids for the same project shall make all the bids submitted invalid.
- 3.3.4 No consortium would be allowed under the bidding process.
- 3.3.5 The quantity offered under the bidding process need not be tied-up with any other source at the time of bidding.
- 3.3.6 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.
- 3.3.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project has been declared insolvent/ insolvency process has been initiated, and the bar subsists as on the date of Application, would not be eligible to submit an Application.

### **3.4 Qualification Requirements**

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

#### **3.4.1 Networth and Ceiling Tariff:**

Networth: Networth should be equal to or greater than the value calculated at the rate of Rs. 0.50 Crore per MW of capacity offered by the Bidder in its Bid. The computation of networth shall be based on unconsolidated audited annual accounts of any of the last three (3) financial years immediately preceding the Bid Deadline. In case of more than one Financial Bid being submitted by the Bidder, the Networth must be fulfilled by such Bidder for the sum total of the capacities being offered by it in its Financial Bids.

Networth shall be computed in the following manner by the Bidder:

Networth	
=	Paid up share capital
Add:	Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

For the purposes of meeting financial requirements, only 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 accounts 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 the Bid.

Bidders shall furnish documentary evidence as per the Format 6.4 (A), duly certified by Managing Director / Chief Executive Officer / Director/Manager, being a full time director on the Board of the Company and the Statutory Auditor in support of their financial capability.

Ceiling Tariff: The Bidder shall quote a Levelised tariff not more than the ceiling Levelised tariff of Rs. 2.899/kWh. Any Bid with Levelised tariff above the ceiling Levelised tariff would be rejected by UPPCL.

- 3.4.2 Consents, Clearances and Permits: For the under construction projects, the Bidder shall submit documentary evidence with regards to the following:
- a. Land: Requirement of land would be considered as indicated in the proposal filed with the competent authority for seeking environmental clearance
    - (i) To the extent land is to be acquired under the Land Acquisition Act, 1894, the Bidder shall submit copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894.
    - (ii) For the part of land excluding that to be acquired under Land Acquisition Act 1894, the Bidder shall furnish documentary evidence for land in the form of certificate by concerned and competent revenue/ registration authority for the allotment/ lease (lease period to be more than the life of power plant)/ ownership/ vesting of at least one third of the area of such land.

These evidences shall be supported by a duly notarized sworn affidavit from the developer listing the total land allotted/ under ownership/lease/vested/ acquired for the Power Project.

The affidavit shall certify that the documentary evidence provided by the Bidder in relation to land is true and correct copy of the originals.

- b. Fuel:
  - (i) The Bidder shall submit a duly notarized sworn affidavit to the effect that the fuel used in the Project would only be Slop, with maximum 10% bagasse allowed in the mix. No other

Biomass/fossil fuel shall be used by it for supply of power under the Contracted Capacity.

- c. Water: The Bidder shall have obtained in-principle approval from the concerned state irrigation department or any other relevant authority, as may be applicable, for the quantity of water required for the Power Project.
- d. Environmental Clearance: The Bidder shall have submitted the requisite proposal, for the environmental clearance, to the concerned administrative authority responsible for according final approval in the central / state govt. as the case may be.
- e. Forest Clearance: (if applicable for the land of Power Project) The Bidder shall have submitted the requisite proposal, for the forest clearance, to the concerned administrative authority responsible for according final approval in the central / state govt., as the case may be.
- f. If the identified generation source is an existing power station, the Bidder shall submit the documentary evidence regarding commissioning of the power station and available capacity equivalent to the capacity offered in its Bid in lieu of the requirements specified above in this Clause 3.4.2(a) to (e).
- g. Detailed Project Report (DPR)/Feasibility Report of the Project
- h. Details of technology specifications deployed
- i. Grid feasibility letter and Connection Agreement with the STU

The documentary evidence as per Format 6.4 (A) shall be duly certified by Managing Director / Chief Executive Officer / Director / Manager, being a full time director on the Board of the Company in support of the above Consents, Clearances and Permits and other requirements. In case of any of the above requirement not being fulfilled, the Bidder will submit on a notarized affidavit to meet the same before the Commercial Operation Date.

3.4.3 The bidder is not declared insolvent or insolvency process has not been initiated.

### **3.5 Connectivity with the Grid**

- 3.5.1 The bidder shall bear the entire cost of Generation Facility switchyard and interconnection facilities in the premises of the generator up to the point of energy metering (interconnection point).
- 3.5.2 Further the grid connectivity of the project & the erection of evacuation infrastructure beyond the interconnection point up to the nearest UPPCL/UPPTCL substation shall be the responsibility of the bidder.
- 3.5.3 No claims for improper evacuation shall be entertained from bidder and UPPCL shall be totally indemnified against any claims for any reason whatsoever. Any Un-stabilization and non-evacuation of power due to any reason whatsoever, at the time of commissioning, UPPCL shall not be held responsible.
- 3.5.4 The bidder will notify UPPCL about the readiness of the Generation Facility for commissioning one month in advance. All the transmission systems required for the power off-take shall be installed, commissioned and tested by UPPCL before the date of commissioning of the generating unit.

### **3.6 Tariff Payable**

- a) The levelised tariff will be considered for the bidding process and will also remain constant throughout the term of the PPA and there shall be no escalation during the contractual period.
- b) Tariff for the contracted power shall be as quoted by the bidder in the “Price Bid”.
- c) The rate quoted shall be in INR per kWh upto two decimal point at interconnection point and all charges beyond interconnection point i.e. STU charges, SLDC charges shall be borne by the bidder.
- d) The ceiling levelised tariff of Rs. 2.899 per unit is the upper limit.
- e) For MoD purpose, the tariff shall be bifurcated into fixed charge and variable charge in 50:50 ratio.

### **3.7 Clearances required from the State Government and other local bodies**

- 3.7.1 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 Bidder.

### **3.8 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)**

- 3.8.1 Earnest Money Deposit (EMD) of @ Rs. 1Lakh per MW of exportable capacity offered by the Bidder according to Format 6.3 A and valid for 6 months from the last date of bid submission, shall be submitted by bidder alongwith their bid failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the bidding company.

3.8.2 Performance Bank Guarantee (PBG) –for the projects yet to be commissioned, the Bidders selected based on this RFP shall submit Performance Guarantee for a value @ Rs. 10 Lakh / MW of Contracted Capacity within 21 days of issuance of LoI and before signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the **Format 6.3 B** for a value @ Rs 10 Lakh/MW/Project of Contracted Capacity with a validity period of 20 months from the effective date of PPA.

Successful Bidders with already commissioned projects shall submit a PBG of Rs 10 Lakh/MW/Project of Contracted Capacity with a validity period of 6 months from the effective date of PPA.

PBG of all the Projects shall be returned at the expiry of aforesaid validity periods.

3.8.3 All EMD and PBG shall be submitted separately for each project.

3.8.4 The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Nationalized Banks having branch in Lucknow to UPPCL.

3.8.5 The format of the Bank Guarantees prescribed for EMD (Format 6.3 A) and PBG (Format 6.3 B) shall be strictly adhered to and any deviation from the above Format shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

3.8.6 The bidders of the Projects selected based on this RFP are required to sign PPA with UPPCL within 1 month after the issue of LOI. 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 3.10 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 submitted towards EMD shall be encashed by UPPCL and the selected Project(s) shall stand cancelled.

3.8.7 The Bank Guarantees have to be executed on non-judicial stamp paper of Rs. 500 as per Stamp Act relevant to the place of execution.

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

3.8.9 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-A has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

3.8.10 After the bidding process is over, UPPCL shall release the bank guarantees towards the EMD of the unsuccessful Bidders within 15 days after the completion of bid process, without any interest or when the Bidding process is cancelled by UPPCL, and in any case within 10 (Ten) days of expiry of Bid Validity period.

- 3.8.11 The PBG of bidders shall be returned to the bidder in terms of Clause 3.8.2 and as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.12.
- 3.8.12 UPPCL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 3.8.13 The Bid shall be summarily rejected if it is not accompanied by Bid Security.

### **3.9 Forfeiture of EMD**

- 3.9.1 The BG towards EMD shall be encashed by UPPCL in following cases:
1. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
  2. 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 3.10 or does not execute the PPA within the stipulated time period;
  3. If after issuance of LOI, it is found that the documents furnished by the bidders during RFP are misleading or misrepresented in any way;
  4. If the bidder fails to furnish required Performance Bank Guarantee in accordance with clause 3.8.

### **3.10 Power Purchase Agreement**

- 3.10.1 UPPCL shall enter into Power purchase agreement (PPA) with Bidders selected based on this RFP. A copy of standard draft Power Purchase Agreement to be executed between UPPCL and the selected bidder will be made available on [www.etender.up.nic.in](http://www.etender.up.nic.in). The PPA shall be signed within 01 month from the date of issue of Letter of Intent (LoI) (for e.g. If the LOI is dated 15.01.2010, then the last date of signing of PPA shall be 14.02.2020). The PPA will be executed between UPPCL and selected bidder for each Project. The PPAs shall be valid for a maximum period of 10 years as per provisions of PPA.
- 3.10.2 Before signing of PPA with the selected Bidders, UPPCL will verify the documents furnished by the Bidders at the time of submission of response to RFP with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RFP Qualification Requirement mentioned at Clause 3.4. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way, then the provisions contained in this RFP will be applicable.
- 3.10.3 Successful bidders will have to submit the required documents to UPPCL within 21 days from the issue of Letter of Intent (LOI). In case of delay in submission of

documents beyond the 21 days as mentioned above, UPPCL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

### **3.11 Financial Closure or Project Financing Arrangements**

3.11.1 The Project shall have already achieved Financial Closure. In this regard the bidder shall submit a certificate regarding Financial Closure from financing agencies.

### **3.12 Commissioning Schedule and Liquidated Damage for Delay in Commissioning**

3.12.1 The Project shall be commissioned within FY 2020-21. In this regard, SLDC shall certify successful commissioning of the Project. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

3.12.2 UPPCL shall encash the Performance Bank Guarantee in the following manner: -

- A. Delay up to one month – 20% of the PBG amount shall be encashed as penalty for the first month of delay, calculated on per day basis; e.g. for a Project of 10 MW exportable capacity, if commissioning is delayed by 18 days from the scheduled date, then the penalty shall be: 20% of PBG amount X (18/30).
- B. Delay of more than one month and up to three months – UPPCL will encash remaining amount from Performance BG worked out on per day basis. e.g. for a Project of 10 MW exportable capacity, if commissioning is delayed by 61 days from the scheduled date, then the penalty shall be: 80% of PBG amount X ((61-30)/60).
- C. The maximum time period allowed for commissioning of the Project with encashment of Performance Bank Guarantee shall be limited to 3 months from 31.3.2021. In case, the Commissioning of the Project is delayed beyond the above 3 months, the PPA will stand terminated.
- D. For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.
- E. The above treatment shall also be applicable in case commencement of supply from the already commissioned Projects is delayed.

### **3.13 Commercial Operation Date (COD)**

3.13.1 The Commercial Operation Date (COD) shall be considered as the date as certified by Generator. The maximum 10 year tenure of PPA shall be considered from the date of establishment of CoD.

3.13.2 Commissioning of Project will be on a date, when the project meets the criteria defined for project commissioning. The testing power injected during this period prior to establishment of CoD shall be treated as lapsed.



### **3.14 Energy Accounting**

3.14.1 For New Projects or capacity enhancement, the energy accounting shall start from the date of COD and for existing project, the energy charge starts from the date of supply of power or in accordance with the UPERC Regulations/Orders in this respect.

### **3.15 Structuring of the Bid selection process**

3.15.1 Single stage bidding has been envisaged under this RFP. Bidders have to submit both Technical bid and Financial bid in response to this RFP online and hard copy of the document which are mentioned in the clause 3.18 to be submitted to the office of UPPCL. However, the financial bid needs to be submitted online only. The preparation of bid proposal has to be in the manner described in Clause 3.18.

3.15.2 Capacity offered under this RFP is 20 MW( $\pm$  25%). The Bidders may submit their proposals enclosed in the manner described in Clause 3.18.

### **3.16 Instructions to Bidders for structuring of bid proposals in Response to RFP**

The bidder shall submit single response to RFP. Detail Instructions to be followed by the bidders for online submission of response to RFP as stated at Annexure –B and Annexure-C.

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

- A. Covering Letter as per Format 6.1.
- B. Earnest Money Deposit (EMD) in the form as per Format 6.3 (A)
- C. Performance Guarantee (to be submitted before signing of PPA as specified in Clause 3.8.2) in the form as per Format 6.3 (B) (to be filled out separately for each Project).
- D. Board Resolution as per Format 6.2 duly certified by Company Secretary or the Director of the Bidder in favour of person signing the response to RFP and in the event of selection of the projects, to sign the PPA.
- E. A disclosure statement as per Format 6.4 regarding participation of any related companies in the bidding process.
- F. Format 6.6 for preliminary details of Slope based power project.
- G. Other Attachments
  - (i) 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 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.

(ii) Certificate of Incorporation of Bidding Company.

(iii) Relevant documents as specified in Clause 3.18.

### **3.17 Important notes and instructions to Bidders**

- 3.17.1 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.
- 3.17.2 The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RFP. The documents submitted online will be verified before signing of PPA as specified in Clause 3.10.
- 3.17.3 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RFP, in any manner whatsoever, UPPCL reserves the right to reject such response to RFP and/or cancel the Letter of Intent, 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 RFP.
- 3.17.4 If the event specified at Clause 3.17.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 3.17.5 Response submitted by the Bidder shall become the property of UPPCL and UPPCL shall have no obligation to return the same to the Bidder.
- 3.17.6 All documents of the response to RFP (including RFP, PPA and all other documents uploaded on the tender portal as part of this RFP) submitted online must be signed by the person authorized by the Board as per Format 6.2.
- 3.17.7 The response to RFP shall be submitted as mentioned in Clause 3.16. No change or supplemental information to a response to RFP will be accepted after the scheduled date and time of submission of response to RFP. However, UPPCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RFP.
- 3.17.8 All the information should be submitted in English language only.
- 3.17.9 Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- 3.17.10 Response to RFP that are incomplete, which do not substantially meet the requirements prescribed in this RFP, will be liable for rejection by UPPCL.

- 3.17.11 Response to RFP not submitted in the specified formats will be liable for rejection by UPPCL.
- 3.17.12 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 3.17.13 Non-submission and/or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of UPPCL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- 3.17.14 Only Lucknow Courts shall have exclusive jurisdiction in all matters pertaining to this RFP.
- 3.17.15 Any of the following conditions shall cause the Bid to be “Non-responsive”:
- A. Delay in filing of the bid post the due-date;
  - B. Non-submission of Cost of RFP as mentioned in the Bid Information Sheet.
  - C. Non-submission of EMD in acceptable form along with RFP document
  - D. Response to RFP not received by the due date and time of bid submission;
  - E. Non-submission of the original documents mentioned at Clause 3.18 by due date and time of bid submission;
  - F. Bid is conditional or has any qualification;
  - G. In case it is found that the Bidding Company have submitted more than one response to this RFP, then all these bids submitted shall be treated as non-responsive and rejected.

### **3.18 Method of Submission of Response to RFP by the bidder**

#### **3.18.1 Method of Submission**

- i. The entire Bid Submission would be online on NIC Portal and the Bidder would be required to upload the necessary scanned Bid documents such as Bid Bond, Tender Fees, Non Financial Bid and Financial Bid electronically.
- ii. The Bidder would be required to submit the original Bid Bond, Tender Fees and the Non Financial Bid including the original copies of Power of Attorney, affidavits, undertaking, etc to the issuing authority at the date and time mentioned in this RFP in 1 original set (clearly marked as "ORIGINAL") and two (2) photocopied sets (clearly marked as "COPY OF BID"). It is clarified that the Financial Bid only needs to be submitted electronically.
- iii. It may be noted that Non-Financial Bid shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information / documents, the Authorized Representative shall not be responsible for premature opening of the Financial Bid.

- iv. All pages of the Bid, except for the Bid security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.
- v. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the Authorized Representative as per Clause 3.18.3(vi).
- vi. Provided that a Bidder shall always have the right to withdraw or modify its Bid before the Bid Deadline. In cases where the Bid is withdrawn by the Bidder before the Bid Deadline, then such Bid shall be returned unopened.
- vii. Bidder must ensure that all documents uploaded on e-tender Portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of Bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be Bidder's responsibility only. In case the files are non-extractable or illegible otherwise, then the Bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of Bid data downloaded from the e-tender Portal in his presence. If, even after above chance, the Bidder is unable to open & demonstrate the contents of Bid data downloaded from the e-tender Portal in his presence then no fresh Bid in any form, soft or hard copies, shall be accepted by tendering authority and his Bid shall be summarily rejected and treated as non-responsive.
- viii. The Bidder is requested to go through the NIC Portal Link for “Bidders Manual Kit”- (<https://etender.up.nic.in/nicgep/app?page=BiddersManualKit&service=page>) and go through the instructions carefully for online bid submission and familiarize themselves with the method and process of bidding.

### 3.18.2 Documents to be submitted

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

#### A. Online & Offline

The following documents forming part of technical bid shall be submitted electronically and in hard copy by the Bidders in the manner provided below:

- (i) Covering Letter as per Format 6.1.
- (ii) Earnest Money Deposit (EMD) in the form as per Format 6.3 (A)
- (iii) Performance Guarantee (to be submitted before signing of PPA as specified in Clause 3.8.2) in the form as per Format 6.3 (B) (to be filled out separately for each Project)
- (iv) Board Resolution as per Format 6.2 duly certified by Company Secretary or the Director of the Bidder in favour of person signing the response to RFP and in the event of selection of the projects, to sign the PPA
- (v) A disclosure statement as per Format 6.4 regarding participation of any related companies in the bidding process
- (vi) Format 6.6 for preliminary details of Slop based power project.
- (vii) Another Attachments
  - a) 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 development.
  - b) Certificate of Incorporation of Bidding Company.
  - c) Relevant documents as specified in Clause 3.18.

## B. Only Online

Financial Bid as per Format 6.5 shall be submitted only online

The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid as per the prescribed Format 6.5, duly signed by an authorized signatory.

- (i) The Bidder shall submit their Tariff at the Interconnection Point and shall specify the same in its Financial Bid as prescribed in Format 6.5 of this RFP;
- (ii) More than one Bid can be submitted by the Bidder for supply of power provided that not more than one Bid from a Bidder is from the same generation source and each Bid is separately submitted in accordance with this Clause 3.18.2
- (iii) The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder from various generation sources.
- (iv) The Bidder may quote for any quantum of power up to the Requisitioned Capacity for the entire term of the PPA, subject to the Minimum Bid Capacity.

- (v) From each generation source, the Bidder may submit fractions of total capacity offered which it is willing to supply at the same tariff as specified in Format 6.5.
- (vi) The Tariff, as in Format 6.5, shall be an all inclusive Tariff up to the Interconnection Point and no exclusions shall be allowed. The Bidder shall take into account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. It shall also include any applicable transmission costs and transmission losses from the generation source up to the Interconnection Point. Availability of the inputs necessary for supply of power shall be ensured by the Seller and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the plant location must be reflected in the Tariff.
- (vii) The Bidders should factor in the cost of the secondary fuel into the Tariff and no separate reimbursement shall be allowed on this account.

C. Commencement of Supply of Power to Procurer(s)

The Seller shall at all times be responsible, at its own cost and risk for the commencement of supply power to the Procurer(s) as per the terms of the PPA.

D. Wherever information has been sought in specified formats, the Bidders shall furnish the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

**3.18.3 The Bidder should note that:**

A. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, the Procurer/ Authorized Representative reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.

B. If for any reason the Bid of any Successful Bidder is rejected or Letter of Intent issued to such Successful Bidder is cancelled, the Authorized Representative may:

- a) Consider the next lowest Financial Bid from other than the Successful Bidder(s) whose Bids are responsive and valid; or
- b) Annul the bid process; or
- c) Take any such measure as may be deemed fit in the sole discretion of the Procurer/ Authorized Representative , as applicable]

C. Bid submitted by the Bidders, within the Bid Deadline, shall become the property of the Procurer/ Authorized Representative and shall not be returned to the Bidders;

D. Language of the Bid shall be English only;

E. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 6.1;

F. The Authorized Representative may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Tariff shall be sought or permitted by the Procurer/ Authorized Representative.

G. Non submission and / or submission of incomplete data / information required under the provisions of the RFP shall not be construed as waiver on the part of the Authorized Representative of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.

H. The Procurer/ Authorized Representative may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.

I. This RFP document includes statements, which reflect the various assumptions arrived at by the Procurer/ Authorized Representative in order to give a reflection of the current status in the RFP. These assumptions may not be entirely relied upon by the Bidders in making their own assessments. This RFP does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

#### **3.18.4 Bidder to inform itself fully**

A. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.

B. In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 2013, the Customs Act, the Foreign Exchange Management Act 1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the Land Acquisition Act 1984, the regulations framed by regulatory commissions and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. The Authorized Representative shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws

or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

C. The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to Procurer(s). The Procurer(s) shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up of the generation facilities and/ or supply of power.

D. Minimum Equity holding/Equity Lock-In

The aggregate equity share holding of the Bidder in the issued and paid up equity share capital of the Seller shall not be less than the following:

- (i) Fifty One percent (51%) from Effective Date up to a period of (2) two years after commencement of supply of power; and
- (ii) Twenty Six (26%) for a period of three (3) years thereafter.

E. Similarly, in case of the Successful Bidder being a Bidding Company, the minimum aggregate equity share holding of the investing entity(ies) in the issued and paid up equity share capital of the Project Company, if formed, shall be the same as specified in Clause 2.7.1.

### **3.2 Validity of the Response to RFP**

- 3.2.1 The Bidder shall submit the response to RFP which shall remain valid up to the date of the pre-bid meeting or any other last date of submission of response to RFP (“Bid Validity”). UPPCL reserves the right to reject any response to RFP which does not meet the aforementioned validity requirement.

### **3.3 Bid Preparation cost**

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

### **3.4 Clarifications/Pre-Bid meeting/ Enquires/Amendments**

- i. Clarifications/Doubts, if any, on RFP document may be emailed and/or through UPPCL portal.
- ii. UPPCL will make effort to respond to the same in the Pre Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and UPPCL’s response will be uploaded on the website [www.etender.up.nic.in](http://www.etender.up.nic.in). If necessary, amendments, clarifications, elaborations shall be issued by UPPCL which will be notified on the tender portal. No separate reply/intimation will be given for the above, elsewhere.



- iii. A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet (venue to be notified later on UPPCL’s website).
- iv. Enquiries/ clarifications may be sought by the Bidder from:

Name of the Authorized Person of UPPCL:	Contact Details:

### **3.5 Right of UPPCL to reject a Bid**

- 3.5.1 UPPCL reserves the right to reject any or all of the responses to RFP or cancel the RFP or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

### **3.6 Post LoI Compliances**

- 3.6.1 Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of bidder. UPPCL shall not be liable for issuing any intimations/reminders to bidders for timely completion of milestones &/or submission of compliance documents.
- 3.6.2 Any checklist shared with bidder by 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, RFP, PPA must be timely submitted by the bidder.

## **SECTION 4 - BID EVALUATION**

## **4 SECTION 4 - BID EVALUATION METHODOLOGY**

### **4.1 Bid Evaluation**

The evaluation process comprises the following four steps:

Step I- Responsiveness check of Non Financial Bid

Step II- Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 3.4

Step III- Evaluation of Financial Bid

Step IV- Successful Bidder(s) selection

### **4.2 STEP I – Responsiveness check of Non Financial Bid**

The Non Financial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Subject to Clause 3.18.3 (F), any of the following may cause the Bid to be considered “Non-responsive”, at the sole discretion of Authorized Representative:

- Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, applicable undertakings, format for disclosure, valid Bid Bond, Consortium Agreement;
- Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP;
- Material inconsistencies in the information / documents submitted by the Bidder, affecting the Qualification Requirements;
- Information not submitted in the formats specified in this RFP;
- A Bidder submitting more than one Bid from the same generation source or participating in more than one Bid as a Member of Bidding Consortium;
- Bid validity being less than that required as per this RFP;
- Bid being conditional in nature;
- Bid not received by the Bid Deadline;
- Bid having Conflict of Interest;
- More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent Company / Affiliate;
- Bidder delaying in submission of additional information or clarifications sought by Authorized Representative as applicable;
- Bidder makes any misrepresentation as specified in Clause 3.18.3

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Qualification Requirement is taken up.

### **4.3 STEP II– Evaluation of Bidder's fulfilment of Qualification Requirements**

4.3.1 Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the prescribed formats and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause

3.4. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.

#### **4.4 Step III - Evaluation of Financial Bid**

4.4.1 Financial Bids of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, as per the timelines indicated in the RFP, or such other date as may be intimated by Authorized Representative to the Bidders. The evaluation of Financial Bid shall be carried out based on the information furnished in Financial Bid.

Provided however, in case Financial Bid of only one Qualified Bidder OR two Qualified Bidders having any affiliate company or companies of the Procurer(s) remain(s) after the responsiveness check (Step I), the Financial Bid of such Bidder(s) shall not be opened and the matter shall be referred to the Commission and the selection of the Successful Bidder shall then be at the sole discretion of the Commission.

4.4.2 Financial Bid not in conformity with the requirements of this RFP shall be rejected.

4.4.3 The Bidders shall quote the Levelised tariff within the ceiling Tariff prescribed in Clause 3.4.1.

4.4.4 Any Bid with Levelised tariff above the ceiling Levelised tariff prescribed in Clause 3.4.1 would be rejected by UPPCL.

#### **4.5 STEP IV – Successful Bidder(s) Selection**

4.5.1 Bids qualifying in Step III shall only be evaluated in this stage.

4.5.2 The Levelized Tariff for all Financial Bids of Qualified Bidders shall be ranked from the lowest to the highest.

4.5.3 The Bidder with the lowest Levelized Tariff shall be declared as the Successful Bidder for the quantum of power (in MW) offered by such Bidder in its Financial Bid.

4.5.4 In the event that two or more Bidders quote the same amount of Levelised Tariff for (a) the full Capacity Required; (b) one full Capacity Required and other part of the Capacity Required; (c) Capacity totalling more than the Capacity Required and (d) Capacity totalling to the Capacity Required (the "Tie Bidders"), the Authorised Representative shall identify the Selected Bidder under (a) by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend; under (b) by declaring the Bidder who has offered full Capacity Required as the Selected Bidder; under (c) by declaring the Bidder with maximum Capacity as first Selected Bidder and other Bidder as second Selected Bidder with remaining Capacity and under (d) by declaring both the Bidders as the Selected Bidder with respective Capacity.

- 4.5.5 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance or the capacity required is not met by the Lowest Bidder (the “first round of bidding”), the Authorized Representative may invite all the remaining Bidders to revalidate or extend their respective Bid Bond, as necessary, and match the Bid of the aforesaid Lowest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder. It is hereby clarified that the Authorized Representative will not accept the entire capacity offered of the last Lowest Bidder in the order of progression, in the event the Requisitioned Capacity gets fulfilled by a part thereof.
- 4.5.6 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding, the Authorized Representative may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Bond, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.
- 4.5.7 At any step during the selection of Successful Bidder(s), the Procurer / Authorized Representative reserves the right to increase / decrease the Requisitioned Capacity by up to twenty percent (25%) of the quantum indicated in Clause 1.3.1.
- 4.5.8 The Letter(s) of Intent shall be issued to all such Successful Bidder(s) selected as per the provisions of this Clause 4.5
- 4.5.9 Each Successful Bidder shall unconditionally accept the LOI, and record on one (1) copy of the LOI, “Accepted Unconditionally”, under the signature of the authorized signatory of the Successful Bidder and return such copy to the Procurer/ Authorized Representative within seven (7) days of issue of LOI.
- 4.5.10 If the Successful Bidder, to whom the Letter of Intent has been issued does not fulfill any of the conditions specified in this RFP, the Procurer / Authorized Representative reserves the right to annul the award of the Letter of Intent of such Successful Bidder. Further, in such a case, the provisions of Clause 3.18.3 (B) shall apply.
- 4.5.11 The Procurer / Authorized Representative, in its own discretion, has the right to reject all Bids if the Levelised Tariffs are not aligned to the prevailing market prices.

## SECTION 5 - OTHER PROVISIONS

## **5 SECTION 5 - OTHER PROVISIONS**

### **5.1 Role of State Transmission Utility**

- 5.1.1 It is envisaged that the State Transmission Utility will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:
- i. Provide connectivity to the Projects with the grid
  - ii. Support during commissioning of projects
  - iii. Coordination for evacuation of power

### **5.2 Power to Remove Difficulties**

- 5.2.1 If any difficulty arises in giving effect to any provision of these guidelines or interpretation of the guidelines or there is a requirement to modify the guidelines for better implementation, the matter will be referred to UPERC for this purpose. Thereafter, clarifications/modifications/ rectification of anomalies, may be issued with approval of UPERC.

## **6 SECTION 6 – FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of the RFP. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.4 of Section 3 and other submission requirements specified in the RFP.

- i. Format of Covering Letter (Format 6.1)
- ii. Format for Board Resolutions (Format 6.2)
- iii. Format for EMD (Format 6.3 A)
- iv. Format for PBG (Format 6.3 B)
- v. Format for Disclosure (Format 6.4)
- vi. Format For Qualification Requirement (Format 6.4 A)
- vii. Format for submission of financial bid (Format 6.5)
- viii. Format for preliminary details of Slop based power project (Format 6.6)
- ix. Check List for Bank Guarantees (Annexure-A)
- x. Special Instructions to Bidders (Annexure-B)

The Bidder may use additional sheets to submit the information for his detailed response.



## Format - 6. 1 - Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: \_\_\_\_\_

Reference No:

From: \_\_\_\_\_

(Insert name and address of Bidding Company)

Tel.#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

**Chief Engineer (PPA)**

**14th Floor, Shakti Bhawan Extension, 14- Ashok Marg,**

**Lucknow-226001**

Sub: Response to RFP No ----- dated ---- for procurement of power generated from Slop based projects in Uttar Pradesh.

Dear Sir,

We, the undersigned ..... [insert name of the ‘Bidder’] having read, examined and understood in detail the RFP including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for ..... years to UPPCL hereby submit our response to RFP. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP. We also confirm that we directly or indirectly have not submitted response to RFP for more than cumulative capacity of \_\_\_\_\_ MW, including this response to RFP. We are submitting application for the following Slop based Project(s): -

S.No	Location	Installed Capacity in MW	Capacity offered under RFP in MW

1. We give our unconditional acceptance to the RFP, dated ..... [Insert date in dd/mm/yyyy], standard PPA, attached thereto, issued by UPPCL. In token of our acceptance to the RFP, PPA along with the amendments and clarifications issued by UPPCL, the same have been digitally signed by us on the tender portal in response to RFP. We shall ensure that the PPA is executed as per the provisions of the RFP and provisions of PPA shall be binding on us. Further, we confirm that the Project is commissioned on dated ..... / shall be commissioned within FY 2020-21 (or insert expected date).
2. Earnest Money Deposit (EMD) – (please read Clause 3.8 carefully before filing)  
We have enclosed EMD of Rs. .... (insert amount) in the form of bank guarantee no..... (insert bank guarantee number) dated ..... (insert date of bank guarantee) as per format 6.3 A from ..... [insert name of bank providing bank guarantee) and valid upto ..... in terms of clause 3.8 of this RFP. The total capacity of the project offered by us is ..... MW (insert capacity proposed)

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in Clause 3.8 on issue of LOI by UPPCL for the selected Projects and/or we are not able to sign PPA with UPPCL within 1 month of issue of LOI by UPPCL for the selected Projects, UPPCL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RFP strictly as per Section – 6 (Formats) of this RFP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. Acceptance  
We hereby unconditionally and irrevocably agree and accept that the decision made by UPPCL in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. Familiarity with Relevant Indian Laws & Regulations:  
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RFP, execute the PPA in the event of our selection as Successful Bidder.
7. We are submitting our response to the RFP with formats duly signed as desired by you in the RFP online for your consideration.
8. It is confirmed that our response to the RFP is consistent with all the requirements of submission as stated in the RFP, including all clarifications and amendments and subsequent communications from UPPCL.
9. The information submitted in our response to the RFP is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RFP.
10. We confirm that all the terms and conditions of our Bid are valid up to (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RFP).

#### 11. Contact Person

Details of the representative to be contacted by UPPCL are furnished as under:

Name: .....

Designation: .....

Company: .....

Address: .....

Phone Nos.: .....

Mobile Nos.: .....

Fax Nos.: .....

E-mail address: .....

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the day of \_\_, 20\_\_

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.16 (D))

## **Format - 6. 2 - Format for Board Resolution**

The Board, after discussion, at the duly convened Meeting on ..... (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

**RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RFP under RFP No. .... for 'Selection of \_\_\_\_ MW Grid Connected Slop based Projects' in Uttar Pradesh, including signing and submission of all documents and providing information / response to RFP to UPPCL, representing us in all matters before UPPCL, and generally dealing with UPPCL in all matters in connection with our bid for the said Project.

**(To be provided by the Bidding Company)**

**Certified true copy**

-----

**(Signature, Name and stamp of Company Secretary)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format

**Format - 6.3 A- Format of Earnest Money Deposit (EMD) for Slop based project**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of the ..... (Insert name of the Bidder) submitting the Bid inter alia for supply of Slop based power on long term basis through competitive bidding procedure for meeting the requirements of Procurer(s) in response to the RFP dated ..... issued by Uttar Pradesh Power Corporation Ltd., (hereinafter referred to as Authorized Representative) and such Authorized Representative agreeing to consider the Bid of ..... [Insert the name of the Bidder] as per the terms of the RFP, the ..... (Insert name and address of the bank issuing the Bid Bond, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to the Procurer/ Authorized Representative or its authorized representative at Lucknow forthwith on demand in writing from the Procurer/ Authorized Representative or any representative authorized by it in this behalf an amount not exceeding Rupees ..... (Rs.....) only [Insert amount that derived on the basis of Rs. 1lakhs per MW multiplied with the total quantum of power offered by the Bidder], on behalf of M/s. ....[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .....and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees ..... (Rs... ..) only. Our Guarantee shall remain in force until .....or its authorized representative shall be entitled to invoke this Guarantee until .....

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Procurer/ Authorized Representative or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer/ Authorized Representative or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require UP Power Corporation Limited or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer/ Authorized Representative or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, the Procurer/ Authorized Representative or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by Procurer its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by the Procurer(s) to any entity to whom it is entitled to assign its rights and obligations under the RFP Documents.

The Guarantor Bank hereby agrees and acknowledges that ..... [Insert name of the Procurer(s)] shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs ..... (Rs..... only) and it shall remain in force until .....with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if Procurer or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... at .....

Witness:

1. ....

Signature

Signature

Name and address.

Name:

2. ....

Designation with Bank Stamp

Signature

Name and address

Attorney as per power of attorney No. ....

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this ..... day of ..... 20.....

Note: The Stamp Paper should be in the name of the Executing Bank.

**Format – 6.3 B - Format for Performance Bank Guarantee for Slop based Power Project**

(to be submitted separately for each Project)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the .....[Insert name of the Successful Bidder with address] agreeing to undertake the obligations under the PPA and the other RFP Documents and UP Power Corporation Limited (herein after referred to as Procurer(s)), agreeing to execute the RFP Documents with the Successful Bidder for procurement of Slop based power on long term basis through competitive bidding procedure for meeting the requirements of the Procurer(s), the ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to the Procurer(s) at –.....[Insert address of Procurer(s)] forthwith on demand in writing from the Procurer(s) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ..... only [Insert the amount of the bank guarantee computed on the basis of ten (10) lakhs/MW with respect to the Contracted Capacity of the Procurer(s) as per the terms of PPA] on behalf of M/s. .... [Insert name of the Successful Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ..... and shall in no event not be terminable by notice or any change in the constitution of the Bank or the term of the PPA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. .... (Rs. .... only). Our Guarantee shall remain in force until ..... The Procurer(s) shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Procurer(s), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer(s).

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by, ..... [Insert name of the Successful Bidder] and/or any other person. The Guarantor Bank shall not require the Procurer(s) to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer(s) in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.



This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer(s) shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder/Seller, to make any claim against or any demand on the Successful Bidder/Seller or to give any notice to the Successful Bidder/Seller or to enforce any security held by the Procurer(s) or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder/Seller.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by the Procurer(s) to any entity to whom it is entitled to assign its rights and obligations under the PPA.

The Guarantor Bank hereby agrees and acknowledges that the Procurer(s) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. .... crores (Rs. .... crores only) and it shall remain in force until .....[Date to be inserted on the basis of Article .....of PPA], with an additional claim period of thirty (30) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by ..... [Insert name of the Successful Bidder/Seller]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer(s) serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... at .....

Witness:

1. ....

Name and Address.

Signature

Name:

2. ....

Name and Address

Designation with Bank Stamp

Attorney as per power of attorney No. ....

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this ..... day of ..... 20.....

Notes:

i. The Stamp Paper should be in the name of the Executing Bank. This date shall be one (1) month after the Bid Validity.

**Format - 6. 4 - Format for Disclosure**  
[On the letter head of Bidding Company]

**Disclosure**

To:  
Chief Engineer (PPA)  
14th Floor, Shakti Bhawan Extension, 14-Ashok Marg,  
Lucknow-226001

Sub: Bidders' Disclosure for Bid for supply of slop based power to Procurer(s) in response to the RFP dated .....

We hereby declare that the following companies with which we have direct or indirect relationship are also separately participating in this bidding process as per following details

Sl. No.	Name of the Company	Relationship
1.		
2.		
3.		

Further we confirm that we don't have any Conflict of Interest with any other Bidder participating in this bid process.

.....  
Signature of Chief Executive Officer / Managing Director / Manager

Notes:

1. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager. The Company Secretary shall also certify that the Company does not have a Managing Director or Chief Executive Officer.
3. In case there is no such company please fill in the column "Name of the Company" as Nil and under column of Relationship as "Not Applicable".

**Format - 6.4 A - FORMAT FOR QUALIFICATION REQUIREMENT (AS PER CLAUSE 3.4.1)**

**(This format should be on the Letter Head of the Bidding Company)**

**To,  
Chief Engineer (PPA)  
14<sup>th</sup> Floor, Shakti Bhawan Extension, 14- Ashok Marg,  
Lucknow-226001**

**Dear Sir,**

Sub: Bid for procurement of Slop based power on longterm basis through competitive bidding procedure in response to the RFP dated .....

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 3.4.1

1. Land:

(a) In case the total land, is being acquired under the Land Acquisition Act 1894: We declare that the total land, as indicated in the application filed with the competent authority for seeking environmental clearance, is being acquired under the Land Acquisition Act 1894 and copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894 is enclosed.

(b) In case land is not being acquired under Land Acquisition Act 1894: We declare that the Area of land allotted/ or for which lease has been executed for a period of ..... [indicate no. Of years]/ or taken under possession or/ which is under ownership/ vesting is: ..... [Insert the area of land]

We declare that the aforesaid area is at least one third of the total area of the land as indicated in the application filed with the competent authority for seeking environmental clearance. The documentary evidence along with duly notarized sworn affidavit as mentioned in clause 3.4.2 (a) are enclosed.

(c) In case the total land is proposed to be acquired under both the provision (a) & (b):

For ..... Acres of land being acquired under Land Acquisition Act 1894, Section 4 notification is enclosed, and

For the part of land excluding that to be acquired under Land Acquisition Act 1894, area of land allotted/ on lease for a period of .....[indicate no. of years]/ in ownership/vesting is .....Acres, which is at least one-third of balance land as indicated in the application filed with the competent authority for seeking environmental clearance along with documentary evidence and a duly notarized sworn affidavit as mentioned in clause 3.4.2 (a) are enclosed.

2. Fuel:

A duly notarized sworn affidavit to the effect that the fuel used in the Project would only be Slop and no other Biomass/fossil fuel shall be used by it for supply of power under the Contracted Capacity, is enclosed.

Particulars of documents enclosed in support of the above:

3. Water: In-principle approval from the concerned state irrigation department or any other relevant authority for the quantity of water required for the Power Project. (Enclose copy attested by the authorized signatory of the Bid)
4. Environmental Clearance: (Enclose copy attested by the authorized signatory of the Bid) Copy of the proposal for environmental clearance submitted to the concerned administrative authority responsible for according final approval in the central/state govt. as the case may be.
5. Forest Clearance: (Enclose copy attested by the authorized signatory of the Bid) Copy of the proposal for forest clearance (only in case where forest land to be acquired for power station) submitted to the concerned administrative authority responsible for according final approval in the central/state govt. as the case may be.
6. In case of existing power station: Documentary evidence regarding commissioning of the power station and available capacity equivalent to the capacity offered in our Bid.
7. Detailed Project Report (DPR)/Feasibility Report of the Project: (Enclose copy attested by the authorized signatory of the Bid)
8. Details of technology specifications deployed: (Enclose copy attested by the authorized signatory of the Bid)
9. Grid feasibility letter and connection agreement obtained from Discom/STU: (Enclose copy attested by the authorized signatory of the Bid)

Yours faithfully

*(Signature and stamp (on each page) of Managing Director /Chief Executive Officer /Manager [refer Notes 1 and 2 below] of Bidding Company/ Member of Consortium)*

*Name:*

*Date:*

*Place:*

**Please also affix common seal of Bidding Company**

**Common Seal of .....  
has been affixed in my/our  
presence pursuant to the  
Board of Director's  
resolution dated .....**

.....  
**(Signature)**  
**Name:**  
**Designation:**

**WITNESS:**

**1.** .....  
**(Signature)**

Name .....

Designation.....

Date:

**2.** .....  
**(Signature)**

Name .....

Designation.....

**Date:**

Notes:

1. Managing Director/ Chief Executive Officer, being a full time director on the Board of the Bidding Company

2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager for the purpose in question. The Company Secretary shall also certify that the Company does not have a Managing Director or Chief Executive Officer. In case of the Bidding Company/Member being a foreign company, the same shall be signed by a person of equivalent position

**Format - 6.5 – Financial Proposal**

Covering Letter  
(On Bidder's letter head)

[Date and Reference] To,

-----

Sub: Response to RFP for PROCUREMENT OF POWER GENERATED FROM SLOP  
BASED POWER PROJECTS IN UTTAR PRADESH

Dear Sir,

I/We, ----- (applicant's name) enclose herewith the financial  
proposal for selection of my/our firm for ---- Number of Project (s) for a cumulative capacity  
of ----- MW as contracted capacity against the installed capacity of MW in -----  
----- (address).

I/We agree that this offer shall remain valid for a period of 180 days from the due date of  
submission of the response of RFP such further period as may be mutually agreed upon.

**Format - 6.6 – Preliminary Details of Slop based Project**  
 [To be submitted separately for each project]

Project Capacity: ..... MW

Location: .....

1.	Name of Bidding Company	
2.	Name of the technology Partner (if any)	
3.	Project Location	
4.	Capacity Proposed/installed	
5.	Scheduled/Actual Commercial Operation Date	
6.	Annual PLF	
7.	Fuel	

(Signature)

(Name of Authorised Signatory)

## Annexure A - Check list for Bank Guarantees

Sr. No.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
4.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
5.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
6.	Are the factual details such as Bid Document No./Specification No./LOI No. (if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
7.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
8.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	



## **Annexure B - Special instructions to Bidders for e-Tendering**

### **General**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Uttar Pradesh Power Corporation Ltd (UPPCL)* has decided to use the portal **www.etender.up.nic.in** through NIC, a Government of India Undertaking. Benefits to Suppliers are outlined on the Home-page of the portal.

### **Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on e-tender portal
3. View Notice Inviting Tender (NIT)
4. Download Official Copy of Tender Documents
5. Clarification to Tender Documents
  - a. Query to *UPPCL* (Optional)
  - b. View response to queries posted by *UPPCL*
6. Bid-Submission on portal
7. Opening of relevant Bid-Part
8. Post-opening of tender- Clarification on portal (Optional)
9. Opening of relevant part (i.e. Financial-Part) (Only for Technical Responsive Bidders)

### **Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

For understanding other facilities and features of the NIC portal, bidders are advised to explore the portal in detail.