

**REQUEST FOR SELECTION (RFS) DOCUMENT
FOR
SELECTION OF SPDs FOR SETTING UP 75 MW
OF
GRID CONNECTED SOLAR PV POWER PROJECTS
IN
UP SOLAR PARK, UTTAR PRADESH**

RfS No: 02 /UPNEDA/Solar Park/RfS/2021

Dated: 22.3.2021

Issued By:

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

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

Vibhuti Khand, Gomti Nagar, Lucknow-226010

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

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

March 2021

DISCLAIMER

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

Place: Lucknow

Date: 22 /03/2021

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of SPDs for Setting Up of 75 MW Grid Connected Solar PV Power Projects (Tikar I & II:30MW, Makrecha & Banghauri:45MW) in UP Solar Park, Uttar Pradesh					
(B)	RfS NO. & DATE	02/UPNEDA/SolarPark/RfS/2021 dated 22.3.2021					
(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td>SINGLE BID SYSTEM</td> <td><input type="text"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td><input type="text" value="Yes"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>	
SINGLE BID SYSTEM	<input type="text"/>						
TWO BID SYSTEM	<input type="text" value="Yes"/>						
(D)	TYPE OF RfS/ TENDER	<table border="1"> <tr> <td>E-TENDER</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>MANUAL</td> <td><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>	
E-TENDER	<input type="text" value="Yes"/>						
MANUAL	<input type="text"/>						
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Documents					
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	<p>Amount: INR 25,000/+18%GST=INR 29500 (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted either through NEFT/ RTGS transfer in the account of UPNEDA , or in the form of DD/ Pay Order along with the response to RfS in favour of Director, UPNEDA”, payable at “Lucknow</p>
APPLICABLE	<input type="text" value="Yes"/>						
NOT APPLICABLE	<input type="text"/>						

(G)	DOCUMENT PROCESSING FEE	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table> <p>Rs. 3 Lakh +18% GST for each Project capacity to be submitted either through NEFT/RTGS transfer in the account of UPNEDA, or in the form of DD/Pay Order along with the response to RfS in favour of “Director, UPNEDA”, payable at “Lucknow”,to be submitted either through NEFT/RTGS</p> <p>Bidders who participated in the Bid invited by UPNEDA for “Selection of SPDs for Setting Up of 275 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh” RfP No 01/UPNEDA/Solar Park /RfS/2021 for the two projects are exempted from paying the Bid processing fees.</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(h)	PERFORMANCE BANK GUARANTEE	<table><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(i)	DATE, TIME & VENUE OF PRE-BID MEETING	Not Applicable				
(j)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS Portal				
(k)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS Portal				
(L)	e-Reverse Auction (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.				
(N)	CONTACT DETAILS OF ETS e-BIDDING PORTAL	<p>M/s Electronic Tender.com (India) Pvt. Ltd. 1001, DLF City Court, Mehrauli-Gurgaon Rd, Sector 24, Gurugram, Haryana 122002 Contact Person : ISN-ETS Support Team Customer Support:+91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Hoildays) Email: support@isn-ets.com</p>				

(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Director, Uttar Pradesh New & Renewable Energy Development Agency,Vibhuti Khand, Gomti Nagar, Lucknow Phone:-9415609019, TeleFax: 0522-2720779, 0522-2720829, Email: compneda@rediffmail.com / ho_nmk@rediffmail.com Website: www.upneda.org.in
(P)	Details of persons to be contacted in case of any assistance required	Namrata Kalra Senior Project Officer Uttar Pradesh New & Renewable Energy Development Agency,Vibhuti Khand, Gomti Nagar, Lucknow Phone:-9415609019, TeleFax: 0522-2720779, 0522-2720829, Email: ho_nmk@rediffmail.com Website: www.upneda.org.in

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

SECTION - I

DEFINITIONS OF TERMS

- 1.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- 1.2 **"AFFILIATE"** shall mean a Company that, directly or indirectly,
- i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA
- 1.4 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
- 1.5 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;
- 1.6 **"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;
- For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$;
- 1.7 **"CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;
- 1.8 **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

1.9 “COMMERCIAL OPERATION DATE (COD)” shall mean the date as defined in Clause no. 15, Section-III, Instructions to Bidders (ITB) of RfS Documents;

1.10 “CONTRACTED CAPACITY” shall mean MW (AC) of Solar PV power contracted with Procurer(s) for sale of such power by the Seller (MW AC capacity means MW AC output at the delivery point i.e. at the grid sub-station where the Project would be connected to.);

1.11 “CONTRACT YEAR” shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement

1.12 “CONTROL” shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;

1.13 “CONTROLLING SHAREHOLDING” shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;

1.14 “CENTRAL TRANSMISSION UTILITY (CTU)” shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;

1.15 “DAY” shall mean calendar day;

1.16 “EFFECTIVE DATE” shall mean the date as on 30th day from the date of issuance of Letter of Intent (LOI), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;

1.17 “EQUITY” shall mean Net Worth as defined in Companies Act, 2013

1.18 “FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS” means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;

1.19 “GUIDELINES” shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by the Ministry of Power vide Resolution dated 03.08.2017

1.20 “GROUP COMPANY” of a Company means

- (a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- (b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of

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

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

- 1.21 **“HOST STATE”** shall mean the State in which the Solar Power Projects are to be set up (i.e. Uttar Pradesh);
- 1.22 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the points at 33kV and 132 kV voltage levels, where the power from the solar power Projects are injected into the identified STU Substations (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the Section VIII of RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time along with any instructions by SPIA in this regard.
- 1.23 **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);
- 1.24 **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less than 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project;

- 1.25 **“LETTER OF INTENT” or “LOI”** shall mean the letter issued by UPNEDA to the selected Bidder for award of the Project;

- 1.26 **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.27 **“LLC”** shall mean Limited Liability Company;
- 1.28 **“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.29 **“MONTH”** shall mean calendar month;
- 1.30 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the company Act, 2013;
- 1.31 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.32 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.33 **“POOLING SUBSTATION/ POOLING POINT” (Not Applicable)** shall mean the 33/220 kV Solar Park Pooling Substation at the Solar Park periphery, where more than one Solar PV Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPIA to get connected to the 220/400 kV GSS Substation, i.e. the Delivery Point after the interim period. The voltage level for such common line shall be 220kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the STU substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.
- 1.34 **“PGCIL” or “POWERGRID”** shall mean Powergrid Corporation of India Limited;
- 1.35 **“PPA”** shall mean the Power Purchase Agreement signed between the Successful SPD and UPPCL according to the terms and conditions of the standard PPA enclosed with this RfS;
- 1.36 **“POWER PROJECT” or “SOLAR PROJECT” or “PROJECT”** shall mean the solar power generation facility having separate boundary and separate points of injection into the grid at Inter-connection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the

Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to UPPCL;

- 1.37 **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
- 1.38 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA;
- 1.39 **“PROJECT DEVELOPER” or “DEVELOPER” or “SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by UPNEDA (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with UPPCL;
- 1.40 **“RfS DOCUMENT”** shall mean the bidding document issued by UPNEDA including all attachments; clarifications and amendments thereof vide RfS no. 02/UPNEDA/Solar Park/RfS/2021 dated—22.3.2021-;
- 1.41 **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as on 15 months from the Effective Date from the PPA. For example, if the Effective Date of the PPA is 07-03-2021, the SCD shall be 07-06-2022;
- 1.42 **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;
- 1.43 **“SOLAR PARK”** shall mean concentrated zone of development of solar power generation projects. Solar Park will also facilitate developers by reducing the number of required approvals.
- 1.44 **“SOLAR PARK IMPLEMENTING AGENCY” or “SPIA”** shall mean Lucknow Solar Power Development Corporation Limited (LSPDCL). A joint venture between UPNEDA and SECI.
- 1.45 **“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
- 1.46 **“STATE TRANSMISSION UTILITY” or “STU”** 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;
- 1.47 **“TOE”** shall mean Tender Opening Event.

- 1.48 **“ULTIMATE PARENT”** shall mean a Company, which owns not less than 50% (Fifty Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.49 **“WEEK”** shall mean calendar week;

SECTION - II

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)
FOR SELECTION OF SPDS FOR SETTING UP OF
75 MW GRID CONNECTED
SOLAR PV POWER PROJECTS IN UP SOLAR PARK,
UTTAR PRADESH, INDIA

Background & Introduction

- 1.0 Uttar Pradesh New & Renewable Energy Development Agency, hereinafter referred to as UPNEDA, acting through Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow, hereby invites interested Bidders to participate in the online bidding process for selection of SPDs for setting up of 75 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh on the basis of international competitive bidding in accordance with the Bidding Guidelines. The responsibility of the Successful Bidder(s) shall be to supply power to the Procurer(s) as per the terms and conditions of the RfS Documents.
- 2.0 Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dated 03.08.2017. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Solar PV Power Projects, having size of 5 MW and above, through competitive bidding. This RfS document has been prepared in line with the above Guidelines issued by MoP dated 03.08.2017 and subsequent amendments and clarifications.
- 3.0 As part of the Government of India’s target to achieve a cumulative capacity of 100 GW Solar PV installations by the year 2022, UPNEDA wishes to invite proposals for setting up of grid connected Solar PV project at UP Solar Park, Uttar Pradesh on “Build Own Operate” (B-O-O) basis for an aggregate capacity of 75 MW. Uttar Pradesh Power Corporation Ltd (UPPCL) procurer shall enter into a Power Purchase Agreement (PPA) with the successful Bidder selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS.
- 4.0 Uttar Pradesh Power Corporation Ltd. (UPPCL) referred to as “Procurer”, duly authorized will enter into Power Purchase Agreement on behalf of DISCOMS namely Paschimanchal Vidyut Vitran Nigam Ltd, Poorvanchal Vidyut Vitran Nigam Ltd, Madhyanchal Vidyut Vitran Nigam Ltd, Dakshinanchal Vidyut Vitran Nigam Ltd and will directly purchase power generated from these selected 75 MW Solar PV Projects for 25 years

Invitation for Bids

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

- 6.0 UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at **INR 3.00/ kWh** for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess if applicable as on the last date of bid submission.
- 7.0 Bidders shall submit their bid by offering a single tariff for all the Projects applied for, which shall be applicable for all the 25 years.
- 8.0 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 (one) year after COD), UPPCL (Procurer) will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

SELECTION TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS

- 9.0 The Projects under this tranche for aggregate capacity of 75 MW shall be installed at UP solar Park, Uttar Pradesh, India. The Projects provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

GUIDELINES FOR IMPLEMENTATION OF THE RfS

- 10.0 This RfS document has been prepared based on the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by Ministry of Power vide Gazette Resolution dated 03.08.2017 along with subsequent amendments and clarifications. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.”
- 11.0 Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA) has issued this RfS as the mentioned in Guidelines as Authorised representative of Procurer (UPPCL) for carrying out the tendering/bidding Process on behalf of Procurer .UPNEDA/UPPCL may develop a suitable monitoring mechanism, to analyse the performance of the project and carry out random checks to verify compliance of quality standards.
- 12.0 UPPCL may also lay down conditions in order to meet forecasting and scheduling requirements by appropriate commission or such other requirements, to improve power quality.

GENERAL

13.0 The complete RfS Documents are available at ISN-ETS Portal <https://www.bharat-electronictender.com> as well as on UPNEDA website www.upneda.org.in . Interested bidders shall download the RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.

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

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

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

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

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

16.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the global competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the

provisions of the Contract. It shall be noted that the respective rights of UPNEDA, UPPCL and the Bidder/ SPD shall be governed by the RfS Documents/ Contract signed between UPPCL and the SPD for the package.

- 17.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal (<https://www.bharat-electronictender.com>), UPNEDA website www.upneda.org.in and as indicated in the Bid Information Sheet.
- 18.0 Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable RfS Document Fees and Bid Processing Fees, complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document Fees and Bid Processing Fees will be rejected **Bidders who participated in the Bid invited by UPNEDA for “Selection of SPDs for Setting Up of 275 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh” RfP No 01/UPNEDA/Solar Park /RfS/2021 for the two projects are exempted from paying the Bid processing fees.**
- 19.0 In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bids submitted without cost of the RfS document and/or Bid Processing Fee, may be liable for rejection by UPNEDA. **In the event of any dates indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.** Bank details of UPNEDA

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

- 20.0 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal (<https://www.bharat-electronictender.com>) or from UPNEDA website (www.upneda.org.in). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded onISN-ETS Portal website. The Bidder should regularly check

for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ISN-ETS Portal website. The same may also be uploaded on UPNEDA website www.upneda.org.in **also**. **However, in case of any discrepancy, the information available on ISN-ETS Portal website shall prevail.**

- 21.0 The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.
- 22.0 UPNEDA shall conduct e-Reverse Auction (e-RA), as per provisions of RfS documents.
- 23.0 UPNEDA reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

INTERPRETATIONS

- 1. Words comprising the singular shall include the plural & vice versa.
- 2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

1 OBTAINING RfS DOCUMENTS

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

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

2 COST OF DOCUMENTS & PROCESSING FEES

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

The bank details of UPNEDA have been mentioned above in clause 19.

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

3 TOTAL CAPACITY OFFERED

- 3.1 Selection of Grid-connected Solar PV Power Projects for total capacity of 75 MW will be carried out through e-bidding followed by e-Reverse Auction process. The projects will be setup in the Jalaun District's 2 locations (75MW) in Uttar Pradesh Solar Park [being developed by Solar Park Implementation Agency (SPIA-LSPDCL)].
- 3.2 The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Grid Connected Solar Photovoltaic Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.

3.3 Capacity of each Project

Sl. No.	Project Name	Project Capacity (MW)	District
1	Makrechha & Banghauri	45	Jalaun
2	Tikar 1 & Tikar 2	30	Jalaun

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

4 PLOT WISE PROJECT LOCATION

- 4.1 The proposed Plots in Solar Park are located in Uttar Pradesh, India. Plot wise Location details are enclosed in Section VIII of the RfS.

Sl. No.	Project Name	Project Capacity (MW)	Location	GPS Coordinates
1	Makrechha & Banghauri	45	Vill: Makrechha, Tehsil: Orai, Dist: Jalaun	25°48'30.59"N 79°26'13.04"E
			Vill: Banghauri, Tehsil: Orai, Dist: Jalaun	25°51'54.70"N 79°30'29.62"E
2	Tikar 1 & Tikar 2	30	Vill: Tikar, Tehsil: Orai, Dist: Jalaun	25°52'24.93"N 79°30'53.61"E

5 PROJECT SCOPE & TECHNOLOGY SELECTION

The SPD shall set up Solar PV Project(s), at its own cost and in accordance to the provisions of this RfS document. Interconnection Delivery point will be at the Grid substation and therefore from Generators substation/switchyard transmission line will be in scope of SPIA (LSPDCL).

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

6 MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER

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

- (i) A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single bid for one or all 2 projects maximum in the solar park in the prescribed formats as detailed in Clause 20 of Section-III of thi RfS giving details of the projects. A bidder can submit their project proposals in prescribed formats only.
- (ii) The maximum no. of projects to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 02 projects.
- (iii) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for Allocation of Projects is elaborated in Section-V of RfS.
- (iv) In case the Bidder wishes to set up more than one Project, then the Projects would need to be physically identifiable for the Project Capacity with separate boundary wall, separate injection points and metering arrangement.

7 CONNECTIVITY WITH THE GRID

7.1 Refer Clause 4 of Section-VIII of the RfS.

8 POWER GENERATION BY SOLAR POWER DEVELOPER

8.1 CRITERIA FOR GENERATION

The SPD will declare the annual CUF of the Project at the time of submission of response to RfS, who shall be allowed, to revise the annual CUF once within first year of COD. Thereafter, the CUF for the project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of solar panel and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual CUF within +10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15% and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years

The annual CUF will be calculated every year form 1st April of the year to 31st march next year.

8.2 SHORTFALL IN GENERATION

If for any contract year it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation to procurer equal to 25% of the cost of this shortfall in energy terms, calculated at PPA Tariff.”

8.3 EXCESS GENERATION

In case the availability is more than 10% of the declared annual CUF, Solar Power Developer (SPD) will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, it will do so at 75% (seventy-five per cent) of the PPA tariff.

8.4 OFFTAKE CONSTRAINTS DUE TO TRANSMISSION INFRASTRUCTURE/ GRID UNAVAILABILITY & BACKDOWN

In the account of unavailability of Transmission Infrastructure/Grid or in the eventuality of a Back down Constraints may be there to not to schedule Power. Compensation to the Seller will be provided as following: -

A. Compensation for Offtake constraint due to Transmission infrastructure not complete /ready

After the Scheduled commissioning date, if the Plant is ready but necessary power evacuation/transmission infrastructure is not ready for reasons not attributable to Solar Power Developer (SPD) Generation leading to offtake constraints, Generation compensation will be provided as follows:

- i) The normative CUF of 19% (nineteen per cent) or committed CUF-----%, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPP in the succeeding 3 (three) Contract Years, shall be procured by the Procurer at the contracted tariff so as to offset this loss.
- ii) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized for compensating the generation loss.

However, if the plant is ready before SCD, but the off take is constrained because of inadequate/ incomplete power evacuation infrastructure, no compensation shall be provided.

B. COMPENSATION FOR OFF TAKE CONSTRAINTS DUE TO GRID UNAVAILABILITY

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

Duration of Grid Unavailability	Provision for Generation Compensation
Grid unavailability in a contract year: (only period from 8 am to 6 pm to be counted).	<p>Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability during the contract year)]</p> <p>Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

C OFF TAKE CONSTRAINTS DUE TO BACKDOWN

The Solar Power Developer (SPD) and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. “Must Run” Status will be provided to Solar Power Projects. In case such eventuality of Back down arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Developer (SPD) shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below

Duration of Back down	Provision for Generation Compensation
Hours of Back down during a monthly billing cycle.	<p>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]</p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.</p>

- b).The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation.
- (c) If back-down / curtailment is ordered prior formal/ written instruction for the same will be issued.
- (d).The details of back-down / curtailment, including justifications for such curtailment, will be made public by the concerned Load Dispatch Centre.”

9 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

Refer section VIII.

10 Declaration of Bid Security

10.1 The Bidder shall submit the declaration of bid security as per Format 7.3 A of the RfS as part of its response to the RfS. By submission of this declaration, the bidder hereby accepts that if it withdraws or modifies its response to RfS during the bid validity period, it will be suspended/barred from bidding in future UPNEDA/UPPCL tenders for a period of 2 years from the date of default as notified by UPNEDA.

Provisions under Clause 20 of the RfS (Non-Responsive Bid) will result in deviation from the declaration submitted under Format 7.3A, and applicable action will be taken by UPNEDA in this regard. Further, provisions of this Clause will be triggered by any of the following:

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

11 PERFORMANCE BANK GUARANTEE (PBG)

11.1 Bidders selected by UPNEDA based on this RfS shall submit Performance Guarantee for a value @ INR 10.5 Lakh/ MW within thirty (30) days of issue of Letter of Intent or before the signing of the PPA, whichever is earlier. The Performance Guarantee shall be initially valid for a period of six (6) months after the Scheduled Delivery Date and thereafter shall be dealt with in accordance with the provisions of the PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B.

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

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

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

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

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

- 11.3 All Performance Bank Guarantees (PBGs)/Payment on Order Instrument (POI) shall be submitted separately for each Project.

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

- 11.4 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Section-IV, Clause C.1 (b) of the RfS

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

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

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

- 11.7 The Bank Guarantees/POI have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 11.8 All expenditure towards execution of Bank Guarantees/POI such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effectively only when the BG issuance message/email is transmitted by the issuing bank and a confirmation in this regard is received by UPNEDA/UPPCL

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

- 11.9 UPNEDA shall return / release the Performance Bank Guarantee /POI within forty five days (45) after the Commissioning date. after taking into account any liquidated damages due to delays in commissioning as per Clause 14 of section III ITB of the RfS .In case of part commissioning, PBG, corresponding to the part capacity commissioned, will be released within 45 days of such part-commissioning.
- 11.10 The return / release of the Performance Bank Guarantee/POI shall be without prejudice to other rights of UPNEDA under this Agreement.

12 POWER PURCHASE AGREEMENT (PPA)

- 12.1 UPPCL shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between UPPCL and the selected SPD will be made available on website ISN-ETS <https://www.bharat-electronictender.com> and also in UPNEDA website www.upneda.org.in The PPA shall be signed within 30 (Thirty) days from the date of issue of LoI (*for e.g. If the LOI is dated 20.08.2021, then the last date of signing of PPA shall be 20.09.2021*). PPA will be executed between UPPCL and selected bidder for the Project Capacity. The PPA shall be valid for a period of 25 years as per provisions of PPA.
- 12.2 The Performance Bank Guarantee as per Clause 11 above shall be submitted by the SPD prior to signing of PPA. Before signing of PPA with the selected Bidder, UPNEDA will verify the documents furnished by the Bidder at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS Qualification Requirement and financial requirements mentioned at Section-IV of the RfS. If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.
- 12.3 Successful bidders will have to submit the required documents to UPNEDA within 21 days from the issue of LoI. In case of delay in submission of documents beyond the 21 days as mentioned

above, UPNEDA shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

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

- 12.4 The SPDs will be free to reconfigure and repower the project from time to time during the PPA duration. However, UPPCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.
- 12.5 Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD, UPPCL and UPNEDA.

13 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- (i) The Project shall achieve Financial Closure within 09 (nine) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective Date of the PPA is 07.03.2021, then scheduled Financial Closure date shall be 07.12.2021)

At this stage, the SPD shall report 100% tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit letter from all financial agencies, indicating the tie up of funds for all projects. In case the funds have been arranged from its internal resources a Board Resolution certifying the same Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) shall be submitted by the bidder.

- (ii) Additionally, the SPD shall furnish documentary evidence to demonstrate that required land/plot for project development is under possession of the SPD. In this regard the SPD shall be required to furnish the following documentary evidences to establish the possession of the required land/lease agreement in the name of the SPD.

(a) The SPD shall execute Land Implementation and Support Agreement (as applicable) with the SPIA (LSPDCL) for allotment of land as per SPIA Terms & Conditions and possession of the land/plot in the solar park as mentioned in the LOI.

- (b) Certificate by the concerned SPIA for the acquisition/ ownership/ vesting of the land in the name of the SPD.

© All agreements and approvals, clearances from SPIA related to the project along with all necessary supporting documents.

- (iii) In case of delay in achieving above condition as may be applicable, UPNEDA shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, unless the delay is on account of delay in allotment of land in Solar Park or by the Government not owing to any action or inaction on the part of the SPD, or caused due to Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, This extension will not have an impact on the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, UPNEDA shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPDs to either furnish the necessary documents .In case of non-submission of either the requisite documents, UPNEDA shall encash the PBG of the corresponding SPD and terminate the PPA for the corresponding Project.
- (iv) The SPD will have to submit the required documents to UPNEDA at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, UPNEDA shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

14 COMMISSIONING

The Commissioning of the Project shall be carried out by the SPD in line with the procedure elaborated in Standard PPA document The SPD shall commission the Project within Fifteen (15) Months from the Effective date of PPA

14. A PART COMMISSIONING

Part Commissioning: Minimum project capacity to be commissioned under this RfS shall be 50 MW or Project capacities, whichever is lower. In case of Projects "Makrechha & Banghauli" of 45 MW and "Tikar I & Tikar II" of 30 MW, Plot wise/Block wise part commissioning shall be allowed under these projects. The PPA will remain in force for a period of 25 (twenty-five) years from the Scheduled Commissioning Date.

However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty five) years from the SCD.

14. B COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING

- a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 15 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2021, then SCD shall be 07.07.2022).
- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 6 months from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 07.07.2021, then the above deadline for Project commissioning shall be 07.01.2022).

- c) For Delay in commissioning upto 6 (six) months from Scheduled Commissioning Period, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.
- d) For Delay in commissioning beyond six months from Scheduled Commissioning Period, SPD Event of Default, as per clause 13.1 of this PPA, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.
- e) It is presumed that, the tariff will be adopted by the Appropriate Commission within 60 days of submission of Application/Petition. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date.

14. C EARLY COMMISSIONING

The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, UPPCL may, at its discretion if the Buying Entity agrees to, purchase the generation @ 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, UPPCL may at its discretion if the Buying entity agrees to purchase the generation at PPA Tariff. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of Procurer (UPPCL).

15 COMMERCIAL OPERATION DATE (COD)

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates:

- (a) Interconnection with Grid:** This may be provided by the STU on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- (b) Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. UPPCL may authorize any individual or committee or organization to declare the project commissioned on site.
- (c)** The energy accounting shall start from the date of CoD.

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

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

- 16.1 The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoI, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with UPPCL.
- 16.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
Following shall not be considered as change in shareholding as mentioned above:
1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
 2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 4. Transfer of shares within the members of Promoter Group.
 5. Transfer of shares to IEPF.
 6. Issue of Bonus Shares.
- 16.3 **In case of Project being executed through SPVs:** The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (ONE) year from the COD, except with the prior approval of Procurer (UPPCL). In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01(one) year from COD, except with the prior approval of Procurer (UPPCL). However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 16.4 **In case of the successful Bidder itself executing the PPA,** it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year from the COD, except with the prior approval of Procurer (UPPCL). However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 16.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- 16.6 Any change in the shareholding after the expiry of 01 year from COD can be undertaken under intimation to Procurer (UPPCL). Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD

with the permission of Procurer (UPPCL), subject to the condition that, the management control remains within the same group of companies.

17 STRUCTURING OF THE BID SELECTION PROCESS

- 17.1 Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 21, Section-III, and Instructions to Bidders (ITB) of RfS.
- 17.2 Aggregate capacity offered under this RfS is 75 MW, total 02 nos of Project under this RfS. The Bidders may submit their proposals accordingly. The proposals may be enclosed in the same envelope in the manner described in Clause No. 21, Section-III, and Instructions to Bidders (ITB) of RfS.

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

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

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

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

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

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

3. Declaration of Bid Security as per **Format 7.3 A**

4. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with UPPCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
6. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
7. A disclosure statement as per **Format 7.7** regarding participation of any related companies in the bidding process.
8. Format for Technical Criteria as per **Format 7.8** (to be filled out separately for each Project) in line with Clause No. 13, Section-III, and Instructions to Bidders (ITB) of RfS.
9. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project).

10. 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/ Solar Power plant development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
- b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - c. A certificate of shareholding of the bidding company, its parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RfS to UPNEDA as per Clause No. 16, Section-III, Instructions to Bidders (ITB) of RfS. UPNEDA reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
 - d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted
 - e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
 - f. Bidder shall be additionally required to furnish the break-up of the Preliminary Estimate of Cost of Solar PV Project as per Format 7.12 (separately for each project) as part of the response to RfS

19 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- 19.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 19.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause No. 12, Section-III, Instructions to Bidders, ITB of RfS.

- 19.3 If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, UPNEDA reserves the right to reject such response to RfS and/ or cancel the Letter of 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 RfS.
- 19.4 If the event specified at 19.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 19.5 Response submitted by the Bidder shall become the property of the UPNEDA and UPNEDA shall have no obligation to return the same to the Bidder.
- 19.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA and PSA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 19.7 The response to RfS shall be submitted as mentioned in Clause No. 18, Section-III, and Instructions to Bidders (ITB) of RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, UPNEDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 19.8 The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the **relevant Bid-part** is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 19.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 19.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 19.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by UPNEDA.
- 19.12 Response to RfS not submitted in the specified formats will be liable for rejection by UPNEDA.
- 19.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

- 19.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of UPNEDA of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 19.15 The State Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and UPPCL (Procurer) .Subject to the above, only Lucknow Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 19.16 All the financial transactions to be made with UPNEDA and UPPCL including but not limited to submission of Bank Guarantees, delay charges and any additional charges (if required), shall attract additional amount of 18% GST on each transaction, unless specified otherwise.

20 NON-RESPONSIVE BID

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

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

- (a) Non-submission of Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet;
- (b) Non-submission of Bid Security declaration in acceptable form along with RfS document
- (c) Response to RfS not received by the due date and time of bid submission;
- (d) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (e) Non-submission of the original documents mentioned at Clause No. 21.a I, Section-II, Instructions to Bidders (ITB) of RfS by due date and time of bid submission;
- (f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (h) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

21 METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

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

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

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

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

The bidding envelope shall contain the following sticker

Response to RfS for Setting up of 75 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh, India	
<i>Cumulative Capacity of the projects applied for</i>	_____ MW
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	-----
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow Phone:-9415609019, TeleFax: 0522-2720779, 0522-2720829 Email: compneda@rediffmail.com / ho_nmk@rediffmail.com Website: www.upneda.org.in

21.b DOCUMENTS TO BE SUBMITTED ONLINE

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

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

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

I. Technical Bid (First Envelope)

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

- Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7 (if applicable), 7.8 and 7.9 as elaborated in Clause No. 18, Section-III, Instructions to Bidders (ITB).
- All attachments elaborated in Clause No. 18, Section-III, Instructions to Bidders (ITB), under the sub-clause 10, Attachments with proper file names.

- (c) All supporting documents regarding meeting the eligibility criteria.

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

II. Financial Bid (Second Envelope)

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

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

Only single tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS Portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

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

22 NOTICE BOARD FOR DISPLAY

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

<p align="center"> ___ MW Grid Connected Solar PV Project Owned and operated by ----- (insert name of the SPD) [Under UP Solar Park, Uttar Pradesh India] Village:....., Tehsil....., District..... </p>

23 VALIDITY OF THE RESPONSE TO RfS

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

24 BID PREPARATION COST

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

25 CLARIFICATIONS/ ENQUIRIES/ AMENDMENTS

25.1 a) Clarifications/ Doubts, if any, on RfS document may be sought till 3/4/2021. UPNEDA will make all efforts to respond to the queries .

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

25.2 Enquiries/clarifications may be sought by the Bidder from:

Director,
 Uttar Pradesh New & Renewable Energy Development Agency,
 Vibhuti Khand, Gomti Nagar, Lucknow
 Phone: 9415609019 ,
 Tele Fax: 0522-2720779, 0522-2720829
 Email: dirupneda@gmail.com, compneda@rediffmail.com, ho_nmk@rediffmail.com,
 Website: www.upneda.org.in

25.3 UPNEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfS and make its own judgment regarding the interpretation of the same. In

this regard UPNEDA shall have no liability towards any Bidder and no Bidder shall have any recourse to UPNEDA with respect to the selection process. UPNEDA shall evaluate the Bids using the evaluation process specified in Section V, at its sole discretion. UPNEDA's decision in this regard shall be final and binding on the Bidders.

26 RIGHT OF UPNEDA TO REJECT A BID

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

27 POST AWARD COMPLIANCES

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

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

SECTION - IV

QUALIFYING REQUIREMENTS FOR BIDDERS

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

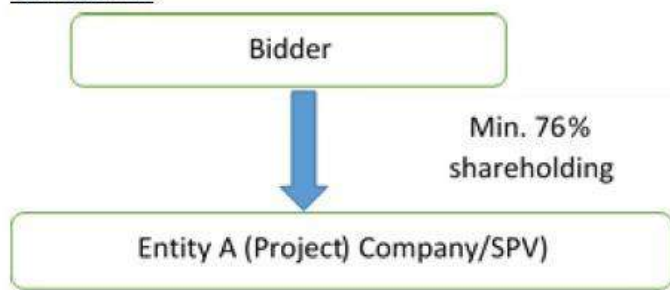
A GENERAL ELIGIBILITY CRITERIA

- A.1 Company as defined.
- A.2 Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
- A.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with atleast 76% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- In case the foreign company participating as a member of consortium, the clause no. A.7 mentioned below shall be applicable.
- A.4 Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with UPPCL, Project allocated will be cancelled.
- Note: Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.***
- A.5 Limited Liability Partnership (LLPs) are not eligible for participation.
- A.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be incorporated for executing more than one Project.
- A.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to UPNEDA, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response

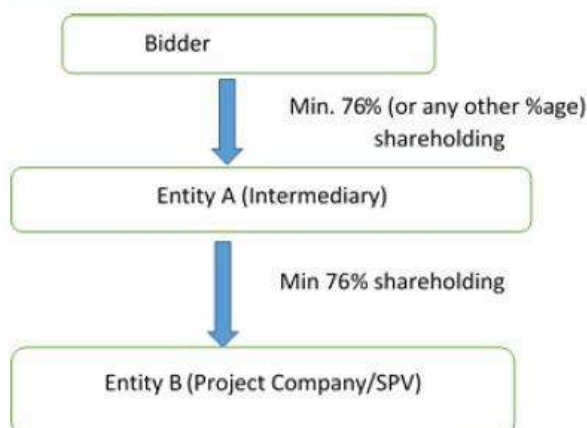
to RfS) before signing of PPA with Procurer (UPPCL), i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of Procurer (UPPCL), subject to the condition that, the management control remains within the same group of companies.

- A.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.
- A.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same

Scenario 1:



Scenario 2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS

B TECHNICAL ELIGIBILITY CRITERIA

- B.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.
- B.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 13 under the sub title “Financial Closure” in Section-III, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 7.8.
- B.3 Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and Manufacturers” as published by MNRE and updated as on the date of commissioning of the Project.
- B.4 The Projects shall also comply with the criteria for power generation detailed in Clause No. 8 in Section-III, Instructions to Bidders (ITB) of RfS.

C FINANCIAL ELIGIBILITY CRITERIA

C.1 NET-WORTH

- a. The Net Worth of the Bidder should be equal to or greater than **INR 70 lakh per MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 19-20, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline.
- b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

- C.3** The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.
- C.4** For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.
- C.5** A Company/ Consortium would be required to submit annual audited accounts as on the last date of previous Financial Year, i.e. FY 2019-2020, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and **PBDIT** certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.
- Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.
- C.6** For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- C.7** In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker

prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.6 above.

- C.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (Net-Worth requirements, if applicable) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

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

SECTION - V

BID EVALUATION AND SELECTION OF PROJECTS

1 BID EVALUATION

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

a TECHNO-COMMERCIAL EVALUATION OF BIDDERS

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

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

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

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

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

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

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

- b.1 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- b.2 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff per kWh for each Projects applied. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).
- b.3 In this step, evaluation will be carried out for each Project separately based on tariff quoted by Bidders. Tariff has to be less than or equal to INR 3.00/ kWh separately for each project. Those bids where tariff quoted for any of the project is more than INR 3.00/ kWh, shall be summarily rejected for that particular project..
- b.4 On completion of Techno-commercial bid evaluation for each project, if it is found that only one bidder is eligible for that particular Project, opening of the financial bid of the bidder will be at the discretion of UPNEDA. Thereafter, UPNEDA will take appropriate action as deemed fit.
- b.6 If the first-round tariff quoted is same for two or more Bidders for a particular project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- b.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 3.2 of this Section-V.
- b.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

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

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

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

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

Assuming

T = Total Techno-Commercially Qualified Bidders, and

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

- 2.2 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further at least two hours before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 2.1 of this Section-V.
- 2.3 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS Portal website of reverse auction 15 minutes before the start time of reverse auction.
- 2.3.1 During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
- 2.3.2 The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.
- 2.3.3 Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- 2.3.4 During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- 2.3.5 In the bidder's bidding window, the following information can be viewed by the bidder:

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

2.3.6 The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 08 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as follows:

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

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

3 SELECTION OF SUCCESSFUL BIDDERS

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

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

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

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

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

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

SECTION - VI

OTHER PROVISIONS

1 ROLE OF STATE NODAL AGENCY

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

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

2 ROLE OF STATE TRANSMISSION UTILITY

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

3 ROLE OF SOLAR PARK IMPLEMENTING AGENCY (SPIA)-LSPDCL

The SPIA shall undertake the following activities to achieve the objectives of speedy establishment and implementation of Solar Park in the Host State

- a. Develop, plan, execute, implement, finance, operate and maintain the Solar Park.
- b. Obtain statutory & non-statutory clearances and to make area development plan within Solar Park.
- c. Frame out transparent project land allotment policy and specify procedures pursuant to the relevant State policies and their amendments thereof.
- d. Enter into Right to Use/ Lease agreement and give possession of land within 03 (Three) months from the Effective Date of the PPA to the SPD for the entire period of the Project.
- e. Work out charges to be paid by the developers for land, connectivity and use of various facilities in the Solar Park.
- f. Enter into an Implementation Support Agreement with SPDs for Land & associated infrastructure for development of the Project inside the Solar Park, Connectivity with the STU System.

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

4 **SCOPE MATRIX**

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

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

S. N.	KEY FUNCTIONS	ROLE/ RESPONSIBILITY
1	Purchase of Land	SPIA
2	Evacuation Arrangement (External)	SPIA
3	Evacuation Arrangement (Plot to Injection Point)	SPIA
4	Construction of External (approach) road Network upto each Plot	SPIA
5	Local Area Development (LAD)	SPIA
6	Transmission and External Roads O & M Services	SPIA
7	Construction Power Arrangement from Grid to Nodal Point (Injection Point at Plot) in respective Solar Park Project (Plot)	SPIA
8	Internal Water Supply Arrangement through Bore Well	SPD
9	Construction of Internal Road Network for each Plot (Inside the plot)	SPD
10	Illumination System (For Internal Road)	SPD
11	Construction of Cable Tray and Drainage System	SPD
12	Construction of Project office Complex	SPD
13	Construction of Boundary Wall/ Fencing for each Plot	SPD
14	Construction of Weather Monitoring Station (WMS)	SPD
15	Laying of 33kV Cable in Cable Tray	SPD
16	Land Leveling	SPD
17	Project O & M Services	SPD
18	Construction Power Arrangement from Nodal Point (Injection Point at project) to Individual Projects	SPD
19	Fixing of Module & Power Generation	SPD
20(i)	Construction of Approach Road in between each Plot of Tikar I & Tikar II	SPIA
(ii)	Construction of Approach Road in between each Plot of Makrechha & Banghauri	SPIA
21	Geotech survey and Soil investigation report	SPD
22	Clearances	The clearances required for setting up the Project and

		the Solar Park shall be borne by the SPDs and the SPPD, respectively.
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4.1 LIGHTING

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

4.2 DRAINAGE SYSTEM

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

4.3 WEATHER MONITORING STATION (WMS)

One No. of Weather Monitoring Station (WMS) shall be developed by SPD for monitoring of rainfall, solar radiation, wind speed, atmospheric pressure, temperature and other necessary parameters on real-time basis. This Weather Monitoring System should be SCADA compatible & work in line with Sub-station SCADA System.

4.4 GREEN BELT DEVELOPMENT

Deleted

SECTION - VII

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

FORMATS FOR BID SUBMISSION

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

- i) Format of Covering Letter (Format 7.1)
- ii) Format for Power of Attorney (Format 7.2)
- iii) Format for Bid Security declaration (Format 7.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- v) Payment on Order Instrument (POI) (Format 7.3 C)
- vi) Format for Board Resolutions (Format 7.4)
- vii) Format for Consortium Agreement (Format 7.5)
- viii) Format for Financial Requirement (Format 7.6)
- ix) Format for Disclosure (Format 7.7)
- x) Format for Technical Criteria (Format 7.8)
- xi) Format for Proposed Technology Tie-up (Format 7.9)
- xii) Format for submission of Financial Bid (Format 7.10)
- xiii) Format for Preliminary Estimate of Cost of Solar PV Project (Format 7.11)
- xiv) Technical Requirements for Grid Connected Solar PV Projects (Annexure - A)
- xv) Check List for Bank Guarantees (Annexure-B)
- xvi) List of Banks (Annexure-C)
- xvii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- xviii) Terms & Conditions of Reverse Auction (Annexure-E)

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: Response to RfS No. _____ dated _____ for Selection of Solar Power Developers for Setting up of 275 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh, India.

Dear Sir/ Madam,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to UPPCL, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.7 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted more than one response to RfS for Each Project, including this response to RfS.

We are submitting RfS for the development of following Solar PV Project(s): -

Sr. No.	Open Category Project Name	Project Capacity (in MW)	Proposed CUF
01			
02			
Total Bid Capacity (MW)			

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, standard PPA documents attached thereto, issued by UPNEDA. In token of our acceptance to the RfS, PPA documents along with the amendments and clarifications issued by UPNEDA, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 15 months of the effective date of PPA.
2. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG for the selected Projects, within due time as mentioned in Clause Nos. 11, Section-III, ITB of this RfS on issue of LoI by UPNEDA for the selected Projects and/ or we are not able to sign PPA with UPPCL within 30 days of issue of LoI by UPNEDA for the selected Projects, UPNEDA shall have the right to take action as mentioned in Format-7.3A
3. We have submitted our response to RfS strictly as per Section - VII (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. Acceptance: -
We hereby unconditionally and irrevocably agree and accept that the decision made by UPNEDA in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
5. 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 RfS and execute the PPA, in the event of our selection as Successful Bidder.
6. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with UPPCL, committing total equity infusion in the SPV as per the provisions of RfS.

7. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from UPNEDA.
9. The information submitted in our response to the RfS 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 RfS.
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 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].
11. Contact Person
Details of the representative to be contacted by UPNEDA 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,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only incase of Consortiums)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at,, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/ Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:)

Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-I, Definition of Terms of the RfS.

FORMAT FOR DECLARATION OF BID SECURITY

(To be submitted separately for each Project)

No.

Date

Subject: Declaration of bid security requirement.

We, _____ (insert name of the Bidder) hereby provide this undertaking to Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA), in respect to our response to RfS vide RfS No. 02 /UPNEDA/Solar Park/RfS/2021 dated _____. We undertake that we will abide by the provisions of the RfS for the activities pertaining to submission of response to RfS, during the bid validity period.

We undertake not to withdraw or modify our bid during the bid validity period, in line with provisions of the RfS. In case we withdraw or modify our response to the RfS during the bid validity period, or violate other provisions of the RfS which make the bid non-responsive under Clause 20 of the RfS, We, _____ (insert name of the bidder) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by UPNEDA for a period of 2 years from the date of default as notified by UPNEDA.

(Name and Signature of the Authorized Signatory)

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project in _____ [insert the name of Plot] UP Solar Park, Uttar Pradesh, India of the capacity of MW, at [*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated..... issued by Uttar Pradesh New & Renewable Energy Development Agency (hereinafter referred to as UPNEDA) and UPNEDA considering such response to the RfS of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No _____ to _____ (*Insert Name of selected Solar Power Developer*) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [*Insert Name of the Place from the address of the UPNEDA*] forthwith on demand in writing from UPNEDA or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected Solar Power Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract 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 INR _____ (Indian Rupees _____ Only).

Our Guarantee shall remain in force until..... UPNEDA shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that UPNEDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected Solar Power Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA 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 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 UPNEDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer/ Project Company, to make any claim against or any demand on the selected Solar Power Developer/ Project Company or to give any notice to the selected Solar Power Developer/ Project Company or to enforce any security held by UPNEDA or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank confirmation in this regard is received by UPNEDA.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank and a confirmation in this regard is received by UPNEDA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPNEDA serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ *[Insert Name and Address of the Bank]* _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

**Format of Payment on Order Instrument to be issued by IREDA/REC/PFC
(to be submitted separately for each Project)**

Registered

No. Date

To

UPNEDA,

Reg: M/s _____(insert name of the PPA signing entity) (Project No. _____(insert project ID issued by UPNEDA) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. The Ministry of New and Renewable Energy, Government of India vide amendment dated 25th September 2020, issued to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects have notified that Performance Guarantee (PG), to be submitted at the time of signing of the PPA, by Solar Power developer may be submitted in the form of Bank Guarantee(s); or "Payment on Order instrument"/Letter of Undertaking to pay in case situation of default of solar power generator in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency (IREDA)/Power Finance Corporation Limited (PFC) and REC Limited (REC).

Also Procurer(s) may release the Bank Guarantees submitted by a Solar Power Generator as 'Performance Bank Guarantee (PBG)' if the Solar Power Generator is able to replace the same with "Payment on Order instrument"/Letter(s) of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) to pay in case situation of default of Solar Power Generator in terms of Power Purchase Agreement (PPA) arises.

2. It is to be noted that M/s. _____(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
3. At the request of M/s _____, on behalf of _____(insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____(Rupees _____(in words)). This Payment on Order Instrument comes into force immediately.
4. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] under RfS for

_____ (insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated..... issued by Uttar Pradesh New and Renewable Energy Development Agency (hereinafter referred to as UNEDA) and UPNEDA considering such response to the RfS of[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [Insert Name of the Place from the address of the UPNEDA] forthwith on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer / Project Company]

5. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to UPNEDA on the following conditions:-
 - (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from UPNEDA within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against UPNEDA/UPPCL;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (UPNEDA and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

- (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by UPNEDA made in any format within the validity period. IREDA/REC/PFC shall not require UPNEDA to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
- (g) The POI shall be the primary obligation of IREDA/REC/PFC and UPNEDA shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;
- (h) Neither UPNEDA is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against UPNEDA in respect of the payment made under letter of undertaking; Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

7. In pursuance of the above, IREDA/REC/PFC and UPNEDA have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to UPNEDA and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____
(name of the POI issuing agency).

(_____)
General Manager (TS)

Copy to:-

M/s. __PP_____ As per their request

(_____)
General Manager (TS)

FORMAT FOR BOARD RESOLUTIONS

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:

1. 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 RfS **under UP Solar Park, Uttar Pradesh, India** vide RfS No. _____ for 'Setting up of 75 MW Grid Connected Solar PV Power Project at UP Solar Park, Uttar Pradesh, India including signing and submission of all documents and providing information/ response to RfS to Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA), representing us in all matters before UPNEDA, and generally dealing with UPNEDA in all matters in connection with our bid for the said Project. ***(To be provided by the Bidding Company or the Lead Member of the Consortium)***

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. ***(To be provided by the Bidding Company)***

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. ***(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)***

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. ***(To be provided by each Member of the Bidding Consortium including Lead Member)***

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. ***(To be passed by the Lead Member of the Bidding Consortium)***

3. NOT USED

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 may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT FOR CONSORTIUM AGREEMENT

(To be Submitted Separately for each Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement ("Agreement") executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS under UP Solar Park, Uttar Pradesh, India and execution of Power Purchase Agreement (in case of Award), against RfS No. _____ dated _____ issued by Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) an agency set up under Societies Act and having its office at Vibhuti Khand, Gomti Nagar, Lucknow-226010

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS UPPCL desires to purchase Power under Setting up of 75 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh, India;

WHEREAS, UPNEDA had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by UPNEDA wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 03 (Three) Year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Lucknow alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of UPNEDA in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by UPNEDA/UPPCL .
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of UPPCL.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of UPNEDA.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

Note: - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: Response to RfS No. dated for Selection of Solar Power Developers for Setting up of 75 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh.

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net Worth of INR Crore (.....in words) as on the last date of previous Financial Year, i.e. FY 2019-20, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline.

This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-IV, Qualifying Requirements (QR) of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR -----
Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If Any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR _____ (_____ in words) as on the last date of previous Financial Year, i.e. FY 2019-20, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline (*Strike out if not applicable*).

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR -----
-----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____ (in words) as on the last date of previous

Financial Year, i.e. FY 2019-20, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline *(Strike out if not applicable)*.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR -----Crore
(Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PBDIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to*

establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA's Firm:

Date:

- Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.
- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

FORMAT FOR DISCLOSURE

(This should be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: **Response to RfS No. dated for Selection of Solar Power Developers for Setting up of 75 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh.**

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ under UP Solar Park, Uttar Pradesh and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LoI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

(To be Submitted Separately for each Project)

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: Response to RfS No. dated for Selection of Solar Power Developers for Setting up of 75 MW Grid Connected Solar PV Power Project at UP Solar Park, Uttar Pradesh.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause No. 13, Section-III, ITB** under the title "Financial Closure" that the following details shall be furnished within **09 (Nine) months** of Effective Date of the PPA.

- 1.0 Evidence of achieving complete-tie-up of the Project cost through internal accruals or through a Financing Agency,
- 2.0 Evidence of clear possession of the required land for the Project along with following documentary evidence: -
 - i) Copy of Agreement entered with SPIA for the Project in the name of the Solar Power Developer (SPD) and possession taken of land required for the Project.

- ii) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY
TIE-UP UNDER PART-B

(To be Submitted Separately for each Project)

1	Name of Bidding Company/ Lead Member of Bidding Consortium		
2	Project Location		
3	Capacity Proposed MW	
4	Number of Projects		
5	Technology Proposed to be adopted for the Project		
6	Estimated Annual Generation of Electrical Energy		kWh
7	Brief about the Proposed Technology		
	Crystalline Silicon Solar Cells and Modules		
	Concentrator PV Modules		
	Thin Film Modules		
	Any Other Technology		

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: Response to RfS No. _____ dated _____ for Selection of Solar Power Developers for Setting up of 75 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh.

Dear Sir/ Madam,

I/ We, _____ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Project(s) (Name of Project-----,-----) for a cumulative capacity of ____ MW in India under UP Solar Park, Uttar Pradesh as Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Notes:

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ISN-ETS Portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two places of decimals only.*

PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT

(To be submitted separately for each Project)

Project Capacity:MW

Location:

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
1.	PV Modules		
2.	Land Cost		
3.	Civil and General Works		
4.	Mounting Structures		
5.	Power Conditioning Unit		
6.	Evacuation Cost up to Inter-connecting point (Cables and Transformers)		
7.	Preliminary and Pre-Operative Expenses including IDC and Contingency		
8.	Others (Please specify)		
9.	Total Project Cost		

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

SECTION - VIII

DETAILS OF SOLAR PARK

1 **SOLAR PARK SCHEME**

The provisions of Solar Park Scheme notified by the Ministry of New & Renewable Energy vide No.30/26/2014-15/NSM dated 12th December, 2014 as amended from time to time, would be applicable for the solar project to be set up in the Solar Park.

2 **SOLAR PARK IMPLEMENTING AGENCY (SPIA)**

- (i) The Solar PV Project to be selected by UPNEDA under this RfS is to be developed inside the Solar Park which is developed by Solar Park Implementing Agency (SPIA).
- (ii) Lucknow Solar Power Development Corporation Limited (LSPDCL) is the SPIA for this Solar Park. LSPDCL is a joint venture between UPNEDA and SECI (Solar Corporation of India) The SPD after issuance of LoI, will have to approach the SPIA to carry out execution of the SPIA agreement, allotment of land, timelines for availability, possession and connectivity for the projects/plots. The contact details of the concerned SPIA are as follows:

Name and address of the SPIA	Lucknow Solar Power Development Corporation Limited (LSPDCL); Third Floor NEDA Office, Vibhuti Khand, Gomti Nagar Lucknow, UP - 226010
Details of the Contact Person for the SPIA	Ms Namrata Kalra, Nominee Director Ph: 0522-2720652, 9415609019 Fax: 0522-2720829 ho_nmk@rediffmail.com

3. **PLOT WISE LOCATION OF SOLAR PARK**

Sl. No.	Project Name	Project Capa-city (MW)	Injection Point (Nodal Point) Volatge Level (kV)	Location	GPS Cordinates
1	Makrechha & Banghauili	45	132 kV LILO	Vill: Makrechha, Tehsil: Orai, Dist: Jalaun	25°48'30.59"N 79°26'13.04"E
				Vill: Banghauili, Tehsil: Orai, Dist: Jalaun	25°51'54.70"N 79°30'29.62"E
2	Tikar 1 & Tikar 2	30	33 kV LILO	Vill: Tikar, Tehsil: Orai, Dist: Jalaun	25°52'24.93"N 79°30'53.61"E

Clear Demarcation of individual plots will be carried out by SPIA (i.e. LSPDCL).

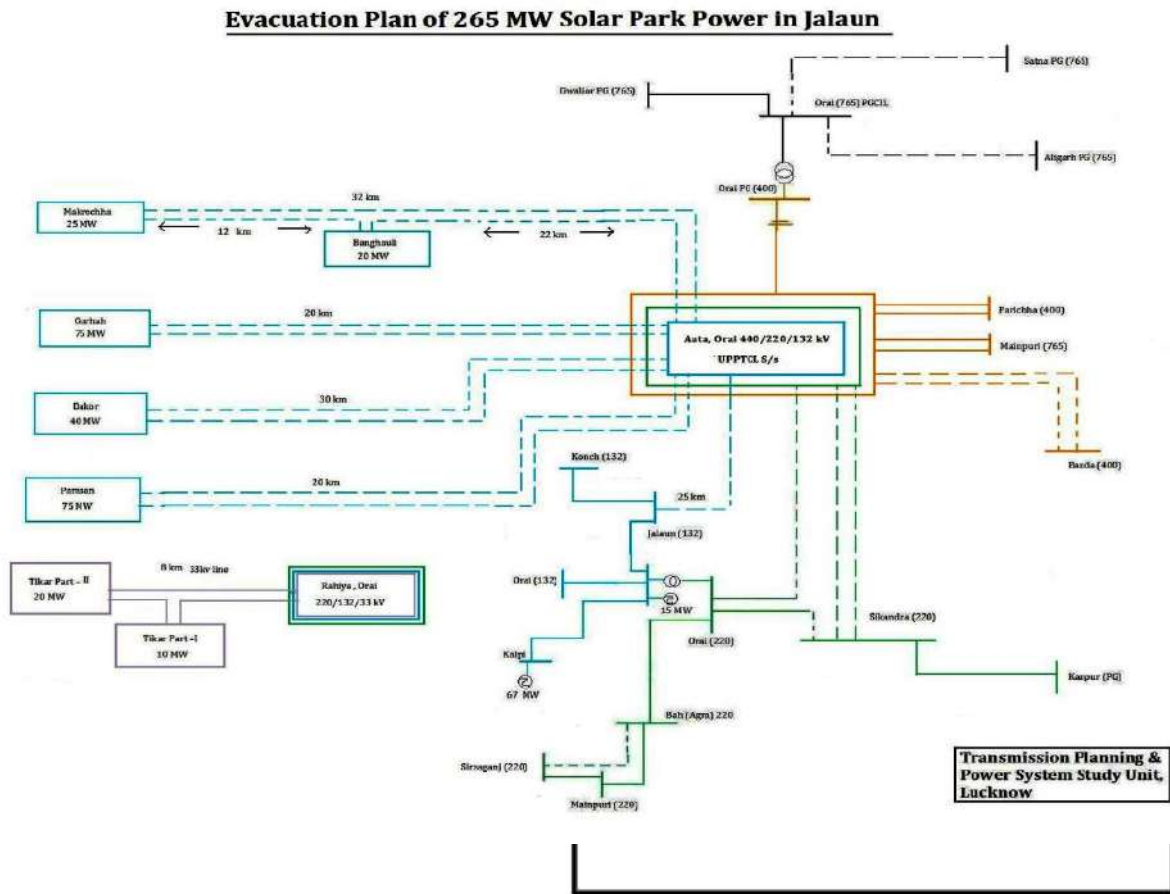
4. **CONNECTIVITY IN SOLAR PARK**

1. Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the SPD to the extent the delay is attributable to the SPD.

2. Power Evacuation Plan for Projects

Sl. No.	Project Name	Project Capacity (MW)	Injection Point (Nodal Point) Volatge Level (kV)
1	Makrechha & Banghauli	45	132 kV LILO
2	Tikar 1 & Tikar 2	30	33 kV LILO

Power Evacuation Plan for Projects at Sl. No (1, 2,) in the 265 MW MW evacuation in total



- The plant should be designed for inter-connection with the STU Substations (as shown in previous clauses) through dedicated transmission line/cable at voltage level of 132 kV for Project at Sl. No 1, and 33 kV for Project at Sl. No 2 i.e. Tikar I & Tikar II for 30 MW). Metering shall be done at this interconnection point where the power is injected into the STU Substations, i.e. the Delivery Point. The approximate distances from the project site to the Substation is shown in the above pictures.
- Interconnection Delivery point will be at the Grid substation and therefore from Generators substation/switchyard transmission line will be in scope of SPIA.

6. The maintenance of Transmission system up to the Inter-connection Point shall be adhered to as per the Terms and Conditions of SPIA.
7. No pooling between two or more projects inside the solar park prior to the Delivery Point is allowed.
8. The SPD shall not be entitled to any deemed generation in case of any delay in connectivity to the Project.
9. The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account of scheduling and forecasting, Deviation Settle Mechanism etc. shall be on the account of SPDs.
10. Reactive power charges as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA.
11. Metering arrangement of each project shall have to be adhered to in line with relevant clause of PPA, state and central Regulations.

5 Allotment of Plot in Solar Park

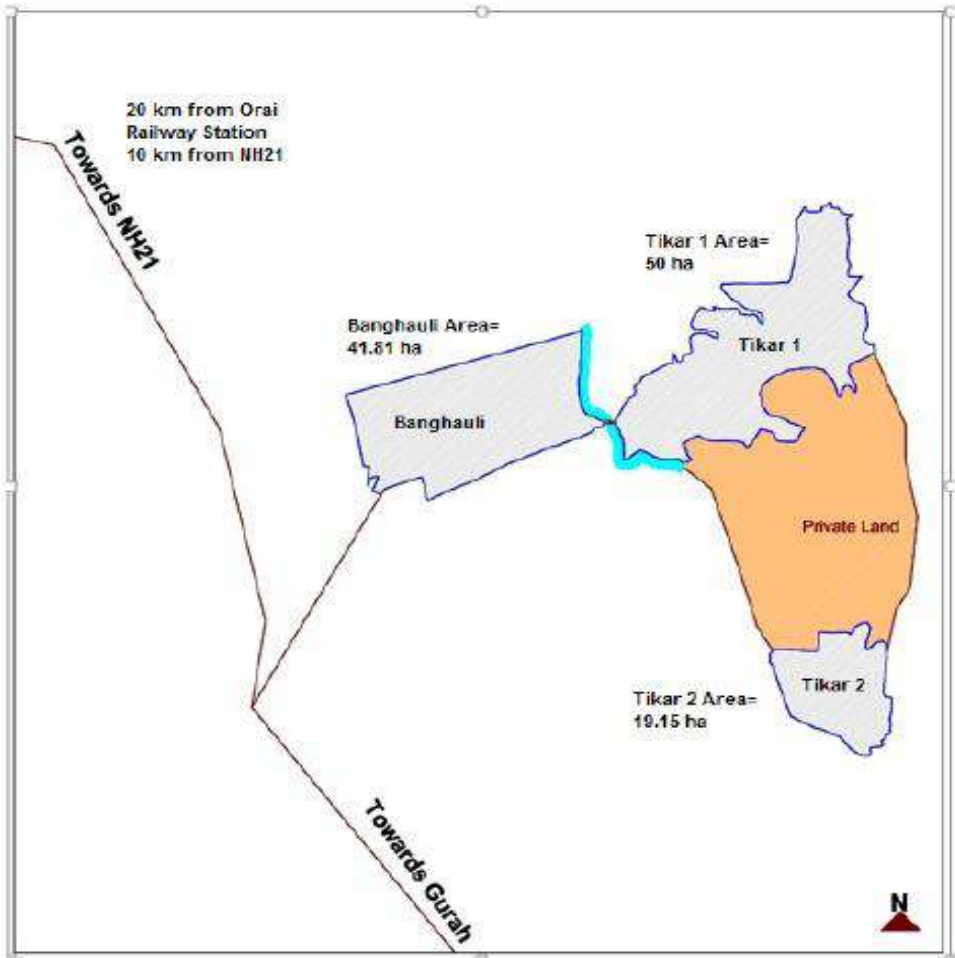
1. The lowest bidder for each Project based on the evaluation method described in section V shall be allotted the respective Project.
2. The list of selected bidders to whom LOI will be issued will have to approach the SPIA. Based on the LOI, SPIA will allot the land for Project as per its Land allotment policy on due payment and procedures by the selected bidders.

6 Solar Park locations

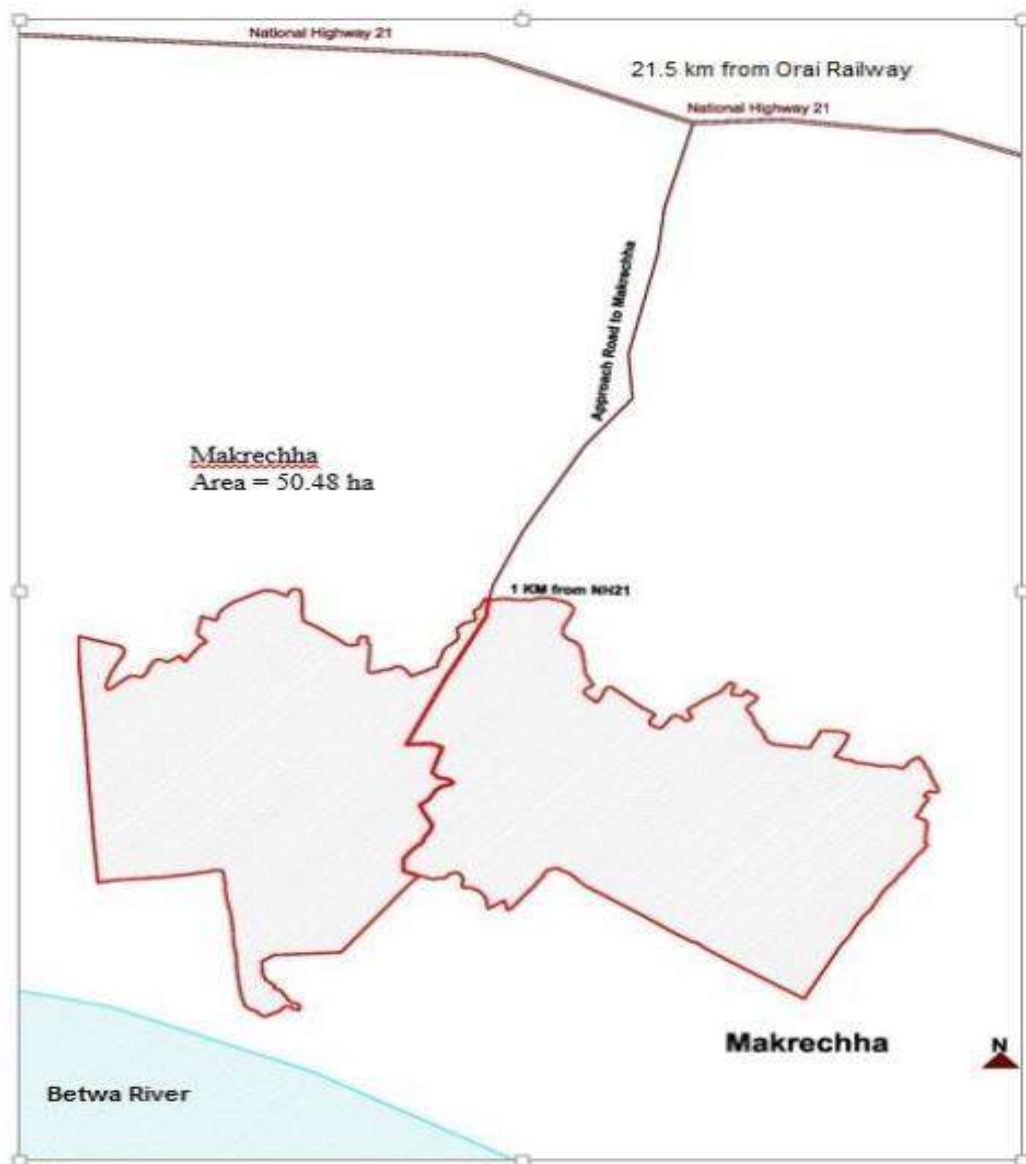
75 MW Project Location in Jalaun District



Projects Site Layout with Indicative Area Plot Wise.



Makrecha



7 Tentative Cost towards Solar Park

The tentative cost payable by selected SPDs to the SPIA is as following.

Sl. No.	Description	Charges (₹)
1	One Time Solar Park Development Charges	Rs. 48.10 lakh/MW
2	Local Area Development charges	SPDs have to contribute an amount of Rs 5.0 lakh/MW @ Rs 1.0 lakh/MW /Year for 5 years in five yearly instalments, 1st year instalment to be paid after commissioning of Plant to Local area Development fund which will be separately maintained by the SPPD

3	Annual charges for facilities in Solar Park	1.5 Lakh/MW+GST (as applicable) with 6% annual escalation
4	Annual Usage Charges for land	1 ₹ +GST (as applicable)per Project

8 Additional requirements for Solar Park

- I. If there is delay in land allotment or connectivity by SPIA, UPNEDA may consider extension in the time for financial closure as per PPA, without any financial implications to the SPD .However extension in Schedule commissioning will be in scope of Procurer UPPCL
- II. SPDs shall enter into an Implementation Support Agreement with SPIA for Land & associated infrastructure for development of the Project inside the Solar Park, Connectivity with the STU System and all clearances related thereto shall be the responsibility of the SPIA/ SPD.
- III. For projects inside solar park, the projects developers are required to obtain necessary clearances as required for setting up the Solar PV Power Projects.
- IV. It may be noted that the SPD shall have to carry out Soil Testing, Investigation and Land Development on its own.

Additional information related to Solar Park, if required, may be obtained from SPIA directly.

Further bidders, in their own interest, are advised to visit and examine the Solar Park site as mentioned above where the Solar Power Project is to be developed and its surroundings and obtain for himself on its own responsibility all information that may be necessary for preparing the bid and entering into Power Purchase Agreement (PPA) with UPPCL for supply of power.

The costs of visiting the site shall be borne by the bidder himself. UPNEDA will not assume any responsibility in this regard.

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV MODULE QUALIFICATION

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Standard	Description
IEC 61215-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-2: Special requirements for testing of thin-film Cadmium Telluride (CdTe) based photovoltaic (PV) modules
IEC 61215-1-3 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-3: Special requirements for testing of thin-film amorphous silicon based photovoltaic (PV) modules
IEC 61215-1-4 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-4: Special requirements for testing of thin-film Cu(In,Ga)(S,Se) based photovoltaic (PV) modules
IEC 62108 Ed. 2.0	Concentrator photovoltaic (CPV) modules and assemblies - Design qualification and type approval
IEC 61730-1 Ed. 2.0	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
IEC 61730-2 Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC 61701 Ed.2	Salt mist corrosion testing of photovoltaic (PV) modules (Applicable for coastal and marine environment)
IEC 62716 Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing (Applicable for wet atmospheres having high concentration of dissolved ammonia)
IEC TS 62804-1 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon

2. POWER CONDITIONERS/ INVERTERS

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Standard	Description
IEC 61683 Ed. 1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2/ IEEE 1547:2003 with 2014 Amendment 1/UL 1741	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures/ IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems / Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.

As per Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the grid connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards:

Sl. No. (1)	Product (2)	Indian Standard Number (3)	Title of Indian Standard (4)
1.	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification And Type Approval
2.	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3.	PV Module (Si wafer and Thin film)	IS/IEC 61730 (Part 1) IS/IEC 61730 (Part 2)	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
4.	Power converters for use in photovoltaic power system	IS 16221 (Part 1) IS 16221 (Part 2)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters
5.	Utility –Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility- Interconnected Photovoltaic Inverters
6.	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test

3. CABLES AND CONNECTORS

All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.

4. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

5. AUTHORIZED TEST CENTRES

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. WARRANTY

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

7. IDENTIFICATION AND TRACEABILITY

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m^2 , AM 1.5, 25°C)
- vi. Wattage, I_m , V_m and FF for the module
- vii. Unique Serial No. and Model No. of the module

- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module

8. PERFORMANCE MONITORING

As part of the performance monitoring, the following shall be carried out:

- a. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to UPNEDA.
- b. The SPDs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to SPIA and UPPCL on line and/ or through a report on regular basis every month for the entire duration of PPA.
- c. The SPDs shall provide access to UPPCL/ SPIA/UPNEDA or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to UPPCL/UPNEDA.
- f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format

9. SAFE DISPOSAL OF SOLAR PV MODULES

The SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the

“e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

10. CAPACITY OF SOLAR PV PROJECTS

- i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	50 MW	50 MW	50 MW	50 MW

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is allowed.
- iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.
- iv) Provisions of Article 4.6.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.
- v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

COMMISSIONING PROCEDURE

(This is for Reference only; The Commissioning Procedure will be guided by as per PPA)

❖ **Capacity of Solar PV Projects:**

- i) The Project configuration shall be allowed as per the following matrix:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*	Maximum AC Capacity Limit at Delivery point
1	50 MW	50 MW	50 MW	50 MW

*In case the rated inverter capacity is mentioned in kVA, the IEC test certificate declaring the power factor of the Inverter/PCU at rated power has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

- ii) The SPD shall be required to demonstrate compliances with the “*Technical Requirements for Grid Connected Solar PV Power Plants*” as mentioned in the RfS and Guidelines.
- iii) Higher DC capacity arrays can also be allowed, subject to the condition that the AC capacity limit as mentioned in (i) above for scheduling at the Delivery Point as per Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is complied with.
- iv) For commissioning of the Project, cumulative capacity of DC arrays and cumulative capacity of the inverters installed shall be considered. In case of part commissioning of the Project, it shall be required to have the DC Arrays Capacity and inverters capacity be installed not less than the proposed part commissioning capacity.
- v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period will not be considered under PPA.

INSTALLATION REPORT

(To be provided by SPD and to be submitted at most 7 days prior to proposed commissioning date, which shall be verified by Commissioning Committee)

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/ Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Type of Tilt (Fixed Tilt/Seasonal Tilt/Tracking)	
III.	Rating of the each module (Wp)	
IV.	Number of modules installed of each type (along with Serial Nos. of all the modules installed)	
V.	Make of Module(s) installed of each type (including name of the Supplier)	
VI.	Number of PCUs / Inverters installed (along with Serial Nos. of all the PCUs/Inverters installed)	
VII.	Make of the PCUs/ Inverters (including name of supplier)	
VIII.	Rating of PCUs/ Inverters	
IX.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	
	PCUs / Inverters	
	Transformers	
	Capacity of the Project (MW)	

CHECK LIST FOR BANK GUARANTEES

Sl. 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.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	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?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	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	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. Commonwealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.

1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these Rfs Documents. Submission of Online Bids is mandatory for this RfS.

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 New & Renewable Energy Development Agency (uppcl)* has decided to use the portal <https://www.bharat-electronictender.com>. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-ReverseAuction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS

- a) Query to UPNEDA (Optional)
 - b) View response to queries posted by UPNEDA
8. Bid-Submission on ETS
 9. Respond to UPNEDA Post-TOE queries
 10. Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

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 II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from ETS Portal within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	support@isn-ets.com [Please mark CC: support@electrontender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)
 - Envelope II (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 24.a, Section-II, ITB of RfS Documents, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other

bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the UPNEDA.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to UPNEDA in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

ADDITIONAL DO'S AND DON'TS FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.

2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-ReverseAuction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), UPNEDA shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-V and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant UPNEDA guidelines, shall be initiated by UPNEDA
7. The Bidder shall not divulge either his Bids or any other exclusive details of UPNEDA to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of UPNEDA, bid process, bid technology, bid documentation and bid details.
- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to the UPNEDA contact personnel indicated in the RfS document.
- e) Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and UPNEDA.
- f) LOI shall be placed outside the ISN-ETS Portale-portal & further processing of the LOI shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - D of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) UPNEDA will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used: <https://www.bharat-electronictender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - V and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing	Yes

	Time'	
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
5.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by UPNEDA on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by UPNEDA. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. UPNEDA shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

UPNEDA reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

UPNEDA shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of UPNEDA shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

STANDARD
POWER PURCHASE AGREEMENT
FOR
PROCUREMENT OF MW SOLAR POWER
FOR 25 YEARS

Between

..... **[Insert Name of Solar Power
Developer]**

And

Uttar Pradesh Power Corporation Ltd. (UPPCL), Lucknow

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This Power Purchase Agreement is made on the[Insert date] day of[Insert month] of [Insert year] at [Insert place]

Between

..... [Insert name of the Solar Power Developer], a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at [Insert address of the registered office of Solar Power Developer] (Hereinafter referred to as “**Solar Power Developer or SPD**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

Uttar Pradesh Power Corporation Ltd., Lucknow a Company incorporated in India and registered under the Companies Act, 1956, having its registered office at Shakti Bhawan, 14 – Ashok Marg, Lucknow – 226001

(Hereinafter referred to as “**UPPCL** or “**Procurer**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **SECOND PART**;

The SPD and UPPCL are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

WHEREAS

:

- A.** The Government of India has announced the Policy for promotion of the Solar Power in the country and has provided a target to achieve an aggregate installed capacity of 100 GW by the year 2022.
- B.** The Ministry of Power, Government of India has issued the Guidelines for the Tariff Based Competitive Bidding Process for procurement of power generated from the Grid connected Solar Power Project vide Resolution dated 3rd August 2017 and amendments thereof.
- C.** Uttar Pradesh Power Corporation Ltd. (UPPCL) hereinafter referred to as “Procurer”, has been duly authorized to enter into this Agreement on behalf of DISCOMS namely

Paschimanchal Vidyut Vitran Nigam Ltd, Poorvanchal Vidyut Vitran Nigam Ltd, Madhyanchal Vidyut Vitran Nigam Ltd, Dakshinanchal Vidyut Vitran Nigam Ltd and will directly purchase power generated from these selected 75 MW Solar PV Projects for 25 years.

D. Under Ministry of New & Renewable Energy ,Govt of India Solar Park Scheme ,UPNEDA had initiated a competitive bidding process through issue of RfP (Request for Proposal) Document for selecting SPD for setting up of Solar PV Project for supply of solar energy for 25 years to procurers

E. The Solar Power Developer (hereinafter referred to as ‘SPD’) has been selected in the Competitive Bidding Process for development, generation and supply of electricity from theMW Solar Power Project to be established by SPD in UP Solar Park in the State of Uttar Pradesh and for supply of such electricity to the UPPCL in the State of Uttar Pradesh under a Power Purchase Agreement to be entered into between UPPCL and such Buying Utility (ies);

F. UPNEDA has issued the letter of Intent No..... dated.....in favour of the SPD for development and establishment of theMW Solar Power Project as per the terms and conditions contained in the RFS, draft of this Power Purchase Agreement circulated at the time of the bidding and other bidding documents as well as the conditions contained in the Letter of Intent;

G. The SPD has been established as a Special Purpose Vehicle to develop and undertake the generation of the solar power from the project to be established at, UP Solar Park in the state of Uttar Pradesh.

H. In terms of the RFS and the Bidding Documents, the SPD has furnished the Performance Bank Guarantee in the sum of Rs.....in favour of UPNEDA as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee provided is in Schedule – 1 to this agreement;

I. The SPD has fulfilled the terms of the bidding and the terms of the Letter of Intent for signing this Power Purchase Agreement as a definitive agreement for establishing the Solar Power Project of.....MW at ...[Insert the name of

Plot /Land Parcel in UP Solar Park] in the state of Uttar Pradesh for generation and sale of electricity by the SPD to Procurer UPPCL;

J. The parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Intent in regard to the terms and conditions for establishment of the Solar Power Project at ...[insert the name of plot in UP Solar Park] in the state of Uttar Pradesh and for generation and supply of electricity by the SPD to UPPCL.

K. Procurer agree to procure Solar Photovoltaic Power up to the Contracted Capacity from the SPD as per the terms of this Agreement

L. The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by SPD to Procurer

M. All the other RfP Project Documents will be executed by the Procurer and the Seller simultaneously with the signing of this Agreement

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 *Definitions*

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

“Act” or “Electricity Act, 2003”	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
“Agreement” or “Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
“Appropriate Commission”	Unless otherwise stated, Appropriate Commission shall be the commission as state in the Clause 2.2 of the Guidelines dated 03.08.2017 notified by the Government of India for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power;
“Bill Dispute Notice”	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
“Business Day”	shall mean with respect to Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Lucknow
“Billing Date ”	shall be the first Business Day after the Metering Date of each Billing Period
“Capacity Utilization Factor” or “CUF”	<p>“shall mean the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8766 Hours) in a calendar year shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;</p> <p>In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;</p>

“UPERC”	shall mean the Uttar Pradesh Electricity Regulatory Commission of India,
“Change in Law”	shall have the meaning ascribed thereto in Article 12 of this Agreement;
“Commissioning”	shall have the meaning ascribed thereto in Article 5 of this Agreement;
“Commercial Operation Date (COD)”	shall mean the date on which the Plant is available for commercial operation and such date as specified in a written notice given at least ten days in advance by the Seller to LSPDCL/UPNEDA / Procurer(s).;
“Competent Court of Law”	shall mean any court or tribunal or any similar judicial or quasi-judicial body in Lucknow that has jurisdiction to adjudicate upon issues relating to this Agreement;
“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;
“Consultation Period”	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
“Contract Year”	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"Contracted Capacity"	shall mean -----MW (AC) of Solar PV power contracted with Procurer(s) for sale of such power by the Seller (----- MW AC capacity means ----- MW AC output at the delivery point i.e. at the grid sub-station where the Project would be connected to.);

“Delivery Point”	<p>Shall mean the point at [Insert the Voltage Level as specified by SPIA] kV where the power from the solar power project is injected into the [Insert the Pooling substation or the STU substation as specified by the SPIA] (including the dedicated transmission line connecting the power project with the Designated substation). Metering shall be done at this interconnection point where the power is injected into the Designated Substation i.e. the Delivery Point. For interconnection with grid and metering, the SPDs shall abide by the relevant UPERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time. Energy accounting and payment shall be done from the Delivery Point.</p> <p>All charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access (if applicable), transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC charges etc.) as notified by the competent authority / regulator shall be borne by the SPD and beyond the Delivery Point all charges and losses as notified by the competent authority / regulator from time to time shall be borne by the Procurer.</p>
“Designated Substation”	<p>Shall mean the Grid interconnecting substation located at [Insert details of location] having [Insert input / output voltage level specified] and as designated by the SPIA for interconnection of the Project with the Grid;</p>
“Dispute”	<p>shall mean any dispute or difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 17 of this Agreement;</p>
"Due Date"	<p>Due Date shall mean the 30th day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the UPPCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the UPPCL. “</p>
“Effective Date”	<p>shall have the meaning ascribed thereto in Article 2.0 of this Agreement;</p>

"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Energy Accounts"	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty five (25) years from the date of commercial operation of the Solar PV Project;
"Financial Closure"	shall mean compliance with the requirements under Article 3.1 of this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the SPD has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of Procurer;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Guidelines: or "Scheme"	shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power on 3 rd August 2017;
"Grid Code" / "IEGC" or "State Grid Code"	shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of State of Uttar Pradesh and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Incremental Receivables"	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the SPD in accordance with Article 8 of this Agreement;

"Interconnection Facilities"	in respect of the Seller shall mean all the facilities installed by the Seller at the Solar PV Power Plant to transmit the energy to the grid.;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Control"	shall mean a situation where none of the promoter shareholders has at least 51 % shareholding in the paid up share capital and voting rights in the SPD, and the control is exercised jointly;
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Metering Date"	for a Billing Period, means the midnight of the last Day of the calendar month.
"Metering Point"	for purposes of recording of Injected Energy located at Injection Point.
O&M Default	shall mean any default on the part of the Seller for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices).
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Performance Bank Guarantee"	shall mean the irrevocable unconditional bank guarantee, submitted by the SPD to UPNEDA;

“Power Project” or “Project”	<p>shall mean the Solar power generation facility of Contracted Capacity of[Insert capacity] MW, located at ...[Insert the name of Plot in UP Solar Park] in the state of Uttar Pradesh having a separate control system, metering and separate points of injection into the grid at Delivery/Interconnection/Metering point at STU substation or in case of sharing of transmission lines, by separate injection at pooling point.</p> <p>The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;</p>
“Preliminary Default Notice”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
“Project Capacity”	shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.
"Prudent Utility Practices"	means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.
“RBI”	shall mean the Reserve Bank of India;
“Rebate”	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Subsection (1) of Section 27 of the Electricity Act, 2003;
“RPC”	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;

"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	Shall mean [Insert Date that is Fifteen (15) Months from the Effective Date of this Agreement];
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Sub-section (1) of Section 83 of the Electricity Act 2003;
"SLDC"	shall mean the center established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
"SLDC Charges"	shall mean the charges levied by the SLDC of the state wherein the Solar Power Project is located;
"Solar Park"	shall mean concentrated zone of development of solar power generation projects being developed by the SPIA under GOI's Scheme for Solar Parks and Ultra Mega Solar Power Projects and provides an area that is well characterized, with proper infra-structure and access to amenities;
"Solar Photovoltaic Project" or "Solar PV Project"	shall mean the solar photovoltaic power project that uses sunlight for conversion into electricity and that is being set up by the SPD to provide Solar Power to SECI as per the terms and conditions of this Agreement;
"Solar Power"	shall mean power generated from the Solar Photovoltaic Power Project;
"Solar Power Park Developer" or "SPIA" or "SPDD"	Shall mean Lucknow Solar Power Development Corporation Limited (including its successors and assignees) under Companies Act, 1956 or Companies Act 2013, as applicable;
"State Transmission Utility" or "STU"	Means State Transmission Utility as notified by the Government of the State for electricity transmission
"Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Unit/ Part Commissioning"	Unit / Part Commissioning shall mean the Solar PV Capacity (AC MW) to be commissioned as per provisions of the this Agreement and RfS document.
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 ***Interpretation***

Save where the contrary is indicated, any reference in this Agreement to:

- 1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;
- 1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);
- 1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.7 "Rupee", "Rupees", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;
- 1.2.8 The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.9 Words importing the singular shall include the plural and vice versa;
- 1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or

may from time to time be, amended, varied, novated, replaced or supplemented only if agreed to between the parties.

- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;
- 1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;
- 1.2.18 In the event of any discrepancy between this Agreement and the RfP document, the later shall prevail upon.

ARTICLE 2: TERM OF AGREEMENT

2.1 *Effective Date*

2.1.1 This Agreement shall come into effect from (Enter the date as on 30th day of the issuance of Letter of Intent to the SPD) and such date shall be referred to as the Effective Date.

2.2 *Term of Agreement*

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date.

2.3 *Early Termination*

2.3.1 This Agreement shall terminate before the Expiry Date:

- i. if either Seller or all the Procurers (jointly) terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or
- ii. in such other circumstances as the Seller or all the Procurers (jointly) may agree, in writing;

2.4 Survival

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 15 (Liability and Indemnification), Article 17 (Governing Law and Dispute Resolution), Article 18 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER/PROCURER

3.1 Satisfaction of conditions subsequent by the SPD /Seller

3.1.1 The SPD agrees and undertakes to duly perform and complete all of the following activities at SPD's own risk and cost within nine (09) months from the Effective Date, i.e. by _____ [insert the date which is nine (09) months from the Effective Date of this agreement] unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by UPNEDA: The SPD shall make Project financing arrangements and provide necessary certificates to UPNEDA in this regard;

- a) The SPD shall enter into an Land Implementation & Support Agreement with Solar Park Implementation Agency (SPIA) which is LSPDCL {A Joint Venture between UPNEDA & Solar Energy Corporation of India-(SECI)} and/or Lease Deed/Right to Use Agreement (as applicable) with the SPIA for Land & associated infrastructure for development of the Project inside the Solar Park and for connectivity with the STU System for confirming the evacuation of power by the Scheduled Commissioning Date.

The SPD shall submit to UPNEDA the relevant documents as stated above, complying with the Conditions Subsequent, within nine (09) months from the Effective Date of this agreement.

3.2 Consequences of non-fulfilment of conditions subsequent and financial closure

3.2.1 In case of a failure to submit the documents as above, UPNEDA shall encash the Performance Bank Guarantee submitted by the SPD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the SPD in writing of at least seven (7) days, unless the delay (subject to the conditions that SPD has made / is making all possible efforts) is on account of delay in allotment of Land by LSPDCL (SPIA) not owing to any action or inaction on the part of the SPD or caused due to a Force Majeure. Unless extended as per provisions of Article 3.2.1.(i) of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

- (i) An extension, without any impact on the Scheduled Commissioning Date, can however be considered by UPNEDA, on the sole request of SPD, on payment of penalty as mentioned in 3.2.1. This extension will not have any impact on the Scheduled

Commissioning Date. Any penalty paid so by the SPD, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date,.

However any delay in adoption of tariff by the Appropriate Commission beyond 60 (sixty) days, from the date of application filed by the Procurer for adoption of tariff under section 63 of the Act shall entail a corresponding extension in financial closure

3.2.2 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.3 [Not used]

3.2.4 In case of inability of the SPD to fulfil any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event. In case of delay in handing over of land by the SPIA as per the timeline specified in the Land Agreement, other than for any reason attributable to the SPD, such delay may entail a corresponding extension in financial closure and Scheduled Commissioning Date.

3.2.5 Provided that due to the provisions of this Article 3.2.4, any increase in the time period for completion of conditions subsequent and financial closure mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee

3.3.1 Performance Bank Guarantee has been submitted by SPD within 30 days of issue of LoI or before the signing of the PPA whichever is earlier for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.

3.3.2 The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the SPD.

3.3.3 If the SPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by UPNEDA, subject to conditions mentioned in Article 4.5, UPNEDA shall encash the

Performance Bank Guarantee without prejudice to the other rights of UPNEDA under this Agreement.

3.4 Return of Performance Bank Guarantee

3.4.1 Subject to Article 3.3, UPNEDA shall return / release the Performance Bank Guarantee /POI within forty five days (45) after the Commissioning date after taking into account any liquidated damages due to delays in commissioning.

In case of part commissioning, PBG, corresponding to the part capacity commissioned, will be released within 45 days of such part-commissioning

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

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 *SPD's Obligations*

4.1.1 The SPD undertakes to be responsible, at SPD's own cost and risk, for:

- a) Obtaining all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. The Solar Power Developer shall, on his own, obtain permissions/sanctions from Government authorities, if any required for establishing the project. Any steps that may be taken by UPNEDA/UPPCL in regard to grant of such consents and permits or any other approval to be taken by the SPD shall only be a voluntary endeavor with no intention of being bound by any legal or binding obligation.
- b) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- c) the commencement of supply of power up to the Contracted Capacity to Procurer(s) on or before the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;
- d) Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. The SPD shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Injection Point/Delivery Point.
- e) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 16;
- f) maintaining its controlling shareholding prevalent at the time of signing of PPA up to a period of one (1) year after Commercial Operation Date of the Project, in line with provisions of the RfS document
- g) Fulfilling all obligations undertaken by the SPD under this Agreement.
- h) [Not Used]
- i) The SPD shall fulfill the technical requirements according to criteria mentioned under Annexure II–Technical requirement for Grid Connected Solar PV Power Stations under Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by

Ministry of Power, vide resolution no.23/27/2017-R&R dated 03.08.2017, and subsequent amendments and clarifications thereof.

4.2 Information regarding Interconnection Facilities

- 4.2.1 The SPD shall be required to obtain all information from the SPIA/STU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the SPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost.
- 4.2.2 Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the SPD to the extent the delay is attributable to the SPD.
- 4.2.3 The responsibility of getting connectivity with the transmission system up to the Interconnection Point as per the SPIA terms and conditions, will lie with the SPD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. The maintenance of Transmission system up to the designated point as per the terms and conditions of SPIA shall be the responsibility of the SPD. All costs and charges including but not limited to the wheeling charges and losses up to the Interconnection Point associated with this arrangement will also be borne by the SPD.
- 4.2.4 [Not Used]
- 4.2.5 The arrangement of connectivity shall be made by the SPD through a dedicated transmission line as instructed by the SPIA. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the SPD. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the SPD, provisions of Article 14 shall be applicable.
- 4.2.6 Interconnection Delivery point will be at the Grid substation and therefore from Generators substation/switchyard transmission line will be in scope of SPIA. The maintenance of Transmission system up to the Inter-connection Point shall be adhered to as per the Terms and Conditions of SPIA.

4.3 Purchase and sale of Contracted Capacity

- 4.3.1 Subject to the terms and conditions of this Agreement, the SPD undertakes to sell to Procurer and Procurer undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.4 *Right to Contracted Capacity & Energy*

- 4.4.1 Procurer, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPD beyond the contracted capacity. SPD has declared annual CUF -----% for the Project at the time of submission of response to RfP. The SPDs is allowed to revise the annual CUF-----% once within first year of COD. Thereafter, the CUF for the project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of solar panel and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual CUF within +10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15% and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years

The annual CUF will be calculated every year form 1st April of the year to 31st march next year. If for any contract year it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation to procurer equal to 25% of the cost of this shortfall in energy terms, calculated at PPA Tariff.”

4.4.2 Purchase of excess energy

In case the availability is more than 10% of the declared annual CUF, Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, it will do so at 75% (seventy-five per cent) of the PPA tariff.

4.5 Extensions of Time

4.5.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a) any STU/Procurers Event of Default; or
- b) Force Majeure Events affecting STU/Procurers , or
- c) Force Majeure Events affecting the SPD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.5.6 for a reasonable period but not less than 'day for day' basis, to permit the SPD or STU/Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or Procurers, or till such time such Event of Default is rectified by STU/Procurers.

4.5.2 Subject to the Article 3.2.1 and 4.6.2, the SPD shall be required to intimate UPNEDA /Procurer about the possible delays in allotment of Land or Connectivity in the Solar Park by the SPIA at least 45 days before the scheduled date. UPNEDA can extend the time for financial closure up to 3 months, without any financial implications to the SPD, as brought out in Article 3.2.2.

4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

4.5.4 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be

deferred by, any Party may raise the Dispute to be resolved in accordance with Article 17.

4.5.5 As a result of such extension, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.5.6 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond 6 months or the date determined pursuant to Article 4.6.2.

4.5.7 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.5.1 shall be an event of default on part of the SPD and shall be subject to the consequences specified in the Article 4.6.

4.6 *Liquidated Damages not amounting to penalty for delay in Commissioning*

4.6.1 If the SPD is unable to commence supply of power to Procurer by the Scheduled Commissioning Date other than for the reasons specified in Article 4.5.1 and 4.5.2, the SPD shall pay to UPNEDA, Liquidated damages for the delay in such commencement of supply of Power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

In case of delay in commissioning of the Project beyond the SCD upto (& including) the date as on 21 months from the Effective Date of the PPA (as applicable), as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned.

4.6.2 The maximum time period allowed for commissioning of the full Project Capacity without encashment of Performance Bank Guarantee shall be limited to 15 months from the Effective Date of this Agreement. Subject to clause 11 of this PPA, delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties, on the SPD, as detailed below:

- a) For Delay in commissioning upto 6 (six) months from Scheduled Commissioning Period, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.

- b) For Delay in commissioning beyond six months from Scheduled Commissioning Period, SPD Event of Default, as per clause 13.1 of this PPA, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.
- (ii). In case of, any delay in handing over land to the Solar Power Developer (SPD) by SPIA in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land..

4.6.3 It is presumed that, the tariff will be adopted by the Appropriate Commission within 60 days of submission of Application/Petition. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date.”

4.7 *Acceptance/Performance Test*

- 4.7.1 Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the UPPCL to carry out testing and certification for the Solar power projects.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The SPD shall give the concerned UPLDC/SLDC and Procurer and SPIA at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPD to the Grid System when it meets all the connection conditions prescribed in applicable Uttar Pradesh Grid Code then in effect and otherwise meets all other Indian/State legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the SPD at its generation facility of the Power Project at its own cost. The SPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System of Transco/DISCOM and checking/verification is made by the Transco/DISCOM authorities of the Grid System.

5.1.4 The SPD shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable State Grid Code. In addition, the SPD will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5 The SPD shall commission the Project within Fifteen (15) Months from the Effective Date

5.1.6 Part Commissioning – In case of Solar PV Projects, Part commissioning of the Project shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of part commissioning shall be 50 MW or Project capacities, whichever is lower. In case of Projects "Makrechha & Banghauli" of 45 MW and "Tikar I & Tikar II" of 30 MW, Plot wise/Block wise part commissioning shall be allowed under these projects without prejudice to the imposition of penalty, in terms of PPA on the part which is not commissioned.. However, the SCD will not get altered due to part commissioning, Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 years from the SCD.

5.1.7 EARLY COMMISSIONING - The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, the procurer may purchase the generation @ 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, the procurer may purchase the generation at PPA Tariff.

5.1.8 However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of UPNEDA/UPPCL.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 *Dispatch and Scheduling*

6.1.1 The Power Project shall be required to maintain compliance to the applicable IEGC/UP EGC (UP Electricity Grid Code provisions requirements and directions and its amendments thereof, and, as specified by concerned SLDC/UPLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the SPD.

6.1.2 The Power Project shall comply the provisions of UPERC (Forecasting, Scheduling, Deviation Settlement and related matters Of Solar and generator Sources) regulations 2018 and its amendments thereof.

6.1.3 The SPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the SPD.

6.1.4 Auxiliary power consumption will be treated as per the concern state regulations.

ARTICLE 7: METERING

7.1 Meters

- 7.1.1 As per state metering code, for measurement of solar energy supplied by Solar generating stations within the State, meter shall be provided on each outgoing feeder at the power station designated as main meter for billing purpose. Check meter shall be provided along with main meter on each outgoing feeder. Meters shall also be provided on the other end of the 33kV /132 KV feeder to serve as secondary back-up meter. Meters on each generator and each auxiliary transformer shall work as backup meters. The consumption recorded by main meter shall be compared with the consumption recorded by secondary backup meter on 33kV/132 KV feeder to work out transmission losses as well as to monitor the correct functioning of both meters
- 7.1.2 As per state metering code, the metering system shall comprise of main, check, backup and secondary backup meters. In the event of main meter or more than one meter becoming defective the order of precedence for billing shall be (a) main (b) check (c) backup (d) secondary backup.
- 7.1.3 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the Seller and the Procurer(s) shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the State Grid Code and ABT as amended and revised from time to time.
- 7.1.4 All meters (a) main (b) check (c) backup meters at Transco / Discom Substation shall be provided by seller at the cost of seller. The secondary backup meters at Solar PV Power Plant Generating Substation shall be provided and installed by seller at the cost of seller.
- 7.1.5 The SPD shall bear all cost pertaining to installation, testing, calibration maintenance, renewal, and repair of all the meters referred at 7.1.4 above.
- 7.1.6 Energy Accounts shall be binding on both the Parties for billing and payment purposes.

ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The SPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements.

8.2 Application of Insurance Proceeds

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, Procurer shall have no claim on such proceeds of such Insurance.

8.3 Effect on liability of Procurers

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPD can claim compensation, under any Insurance shall not be charged to or payable by Procurers .

ARTICLE 9: APPLICABLE TARIFF

9.1.1 The SPD shall be entitled to receive a Tariff of Rs. ----- /kWh for the energy supplied at the Metering Point during a Contract Year pertaining to the Contracted Capacity.

9.1.2 Procurer will be liable to pay the project developer the tariff as signed in the PPA.

ARTICLE 10: BILLING AND PAYMENT

10.1 10.1 General

10.1.1 From the commencement of supply of power by the Seller (SPD) , the Procurers shall pay to the Seller the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in this Article 9 and Schedule 10. All Tariff Payments by the Procurers shall be in Indian Rupees.

10.2 Delivery and Content of Monthly Bills

10.2.1 The Seller shall issue to each Procurer a signed Monthly Bill for the immediately preceding Month not later than four (4) days of the next Month. In case the Monthly Bill for the immediately preceding Month issued after four (4) days of the next Month, the Due Date for payment of such Monthly Bill shall be thirty (30) days from such date

Provided that:

- a. if the date of commencement of supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or
- b. if, the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month

Provided further that if a Monthly Bill is received on or before the second (2nd) day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

10.2.2 The Monthly Bill prepared as detailed in Schedule 5 of the PPA, shall include the following;

- a. Provisional Bill for Solar PV power supplied in the immediately preceding Month;
 - (a) Adjustments against the Provisional Bill(s) based on Energy Accounts for the Solar PV power supplied in the Month(s) preceding to the previous month(s);

(b) Any other adjustments to cover changes in open access related charges and any other prior-period adjustments;

2 Late Payment Surcharge, if any; and

3 Taxes, Duties, Levies etc. as applicable.

10.3 Payment of Monthly Bills

10.3.1 The Procurers shall pay the amount payable under the Monthly Bill on the Due Date to such account of the Seller, as shall have been previously notified to the Procurers in accordance with Article 10.3.2 below.

10.3.2 The Seller shall open a bank account at Lucknow, Uttar Pradesh ("Seller's Designated Account") for all Tariff Payments be made by the Procurers to the Seller, and notify the Procurers of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurers shall also designate a bank account at Lucknow /Greater Noida (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurers, if any, and notify the Seller of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The Seller and the Procurers shall instruct their respective bankers to make all payments under this Agreement to the Procurers' Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by the Procurers sixty (60) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurers to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.

10.3.4 Rebate

For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner.

a) A Rebate of 2% shall be payable to the UPPCL for the payments made within a period of 10 (ten) days of the presentation of hard copy of bill along with required

supporting documents at UPPCL Office.

- b) Any payments made after ten (10) days of the date of presentation of hard copy of the bill along with the required supporting documents at UPPCL office up to the Due date shall be allowed a rebate of 1%.
- c) For the above purpose the date of presentation of Bill shall be the next business day of delivery of the physical copy of the Bill
- d) No Rebate shall be payable on the bills raised on account of change in law relating to taxes, duties, cess etc. and on supplementary bill. For the above purpose date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

10.4 Payment Security Mechanism

Letter of Credit (LC):

- 10.4.1 The Procurers shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurers, which may be drawn upon by the Seller in accordance with this Article. The Procurers shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.
- 10.4.2 Not later than one (1) month before the start of supply, the Procurers shall through a scheduled bank at Lucknow open a Letter of Credit in favour of the Seller, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) months and shall be reviewed every year, in the month of January and revised w.e.f. April for an amount equal to:
 - i) for the first Contract Year, equal to the estimated average monthly billing;
 - ii) for each subsequent Contract Year, equal to the one point one (1.1) times the average of the monthly Tariff Payments of the previous Contract Year.
- 10.4.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawal in a Month.

- 10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, the Procurers shall restore such shortfall within seven (7) days.
- 10.4.5 The Procurers shall cause the scheduled bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such irrevocable Letter of Credit.
- 10.4.6 The Procurers shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.
- 10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Procurers.
- 10.4.8 If, the Procurers fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurers, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- i) a copy of the Monthly Bill which has remained unpaid by the Procurers;
 - ii) a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.4.9 Payment Security Fund

A payment Security Fund will be set up suitable to support payment for at least 3(three months) billing of project tied up with this fund

10.5 Third Party Sales by the Seller

- 10.5.1 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of any of the following event(s), the Seller shall be entitled to regulate power supply of Solar PV power;
- i) Default in making payment by the 30th day from the Due Date,
 - ii) Non-recoupment of LC by the 30th day of its operation.
 - iii) Non-availability of LC for operation and for its required value by the 30th day of the

Due Date.

10.5.2 The Seller shall issue the Notice for Regulation of Power Supply on the date above and shall give a notice of 7 days to start the regulation on the 8th day.

10.5.3 Regulation of Power Supply would be on pro-rata basis i.e., in the ratio of amount due and unpaid to total amount due against the relevant Monthly Bill. In case of shortfall in amount of LC available, the right to regulate shall be in the ratio of shortfall in LC maintained /available to the total amount of LC required.

10.5.4 In order to avoid any doubts, it is illustrated that:

- i) In the event of a bill amounting to Rs. 25 Crore is unpaid to the extent of Rs. 10 Crore, The Seller would have a right to regulate and sell Procurer's allocation of the power to third parties to the extent of 40% (i.e. $10/25 \times 100$).
- ii) If LC required to be opened/ maintained by Procurers is to the extent of Rs. 25 Crore and LC opened/maintained/available is to the extent of Rs. 15 Crore only i.e. LC available is short by Rs. 10 Crore, The Seller would have a right to regulate and sell Procurers' allocation of power to third parties to the extent of 40% (i.e.. $10/25 \times 100$).

10.5.5 The Seller shall have the right to divert the Solar PV power or part thereof and sell it to any third party namely;

- i) Any consumer, subject to applicable Law; or
- ii) Any licensee under the Act;

The Seller shall request the concerned SLDC/UPLDC to divert such power to third party, as it may consider appropriate.

10.5.6 Provided that in case of sale to third party, the procurer shall pay for the energy so sold to third party but the seller shall pay the full amount received from the third party sale to the procurer.

10.5.7 Sales to any third party shall cease and regular supply of electricity to the Procurers shall commence and be restored within two (02) days from the date of clearing all the outstanding dues payable to the Seller for the Solar PV power under this Agreement.

10.5.8 Further, that the liability of the Procurers to make the Tariff Payments to the Seller as

per Energy Accounts shall start from the day of such restoration of supply of power and shall continue for such periods wherein such power was made available to the Procurers.

10.6 Disputed Bill

10.6.1 If the Procurers does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.6.2 If the Procurers disputes the amount payable under a Monthly Bill it shall pay 95% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i) the details of the disputed amount;
- ii) its estimate of what the correct amount should be; and
- iii) all written material in support of its claim.

10.6.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, the Seller shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the Procurers and up to and including the date on which such payment has been received as refund.

10.6.4 If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

- i) reasons for its disagreement;
- ii) its estimate of what the correct amount should be; and
- iii) all written material in support of its counter-claim.

10.6.5 Upon receipt of the Bill Disagreement Notice by the Procurers under Article 10.6.2, authorized representative(s) of the Procurers and the Seller shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the

Bill Disagreement Notice.

10.6.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.6.4, the matter shall be referred to Dispute resolution in accordance with Article 17.

10.6.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurers shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 95% of the Disputed Amount in the Monthly Bill.

10.7 Quarterly and Annual Reconciliation

10.7.1 The Parties acknowledge that all payments made against Monthly Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.7.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Procurers and the Seller shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days, the Seller shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 17.

10.8 Payment of Supplementary Bill

10.8.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

- i) Adjustments required by the Regional Energy Account (if applicable); or
- ii) Change in Law as provided in Article 12,

and such Supplementary Bill shall be paid by the other Party.

10.8.2 Procurers shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date. Similarly, the SPD shall pay all amounts due under a Supplementary Bill raised by Procurers, if any, by the Due Date to concerned Procurers designated bank account. For such payments by Procurers, Rebate as applicable to Monthly Bills pursuant to Article 10.3.4 shall equally apply.

10.8.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.4.

ARTICLE 11: FORCE MAJEURE

11.1 Definitions

:

11.1.1 In this Article, the following terms shall have the following meanings:

11.2 Affected Party

11.2.1 An affected Party means the Seller or the Procurers whose performance has been adversely affected by an event of Force Majeure

11.3 'Force Majeure' (FM)

11.3.1 A Force Majeure would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the relevant Power Purchase Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

11.4. Categorisation of Force Majeure Events:

11.4.1. Natural Force Majeure Event

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;
- b) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party;
- c) the discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land; or
- d) any event or circumstances of a nature analogous to any of the foregoing

11.4.2.Non-Natural Force Majeure Event

a) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action;

b) nation/state-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its contractors;

c) nationalization or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the Generator, as a result of which the Generator or its shareholders are deprived (wholly or partly) of their rights or entitlements under the Power Purchase Agreement. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the Generator or the Generator related parties;

d) action of a Government Authority having Material Adverse Effect including but not limited to change in law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause 12 (change in Law) of this PPA; any unlawful or unauthorized or without jurisdiction revocation of, or delay in, or refusal, or failure to renew or grant without valid cause, any Permits of the Generator or any of the clearance, license, authorization to be obtained by the Contractors to perform their respective obligations under the relevant PPA and/or the Project Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Generator's or any Contractors inability or failure to comply with any condition relating to grant, maintenance or renewal of such Permits or clearance, license, authorization, as the case may be.

11.4.3. Force Majeure Exclusions

11.4.3.1. Force Majeure shall not include

- (i) any event or circumstance which is within the reasonable control of the Parties and

(ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b) Delay in the performance of any contractor, sub-contractor or their agents;
- c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d) Strikes at the facilities of the Affected Party;
- e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f) Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii Failure to comply with an Indian Law; or
 - iii Breach of, or default under this Agreement.

11.4.4 . Notification of Force Majeure Event

11.4.4.1. The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) Day after such reinstatement.

11.4.4.2. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the PPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such

other information as the other Party may reasonably request about the Force Majeure Event.

11.4.4.3. The Affected Party shall give notice to the other Party of

- (i) the cessation of the relevant event of Force Majeure; and
- (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the PPA, as soon as practicable after becoming aware of each of these cessations.

11.4.5 Performance Excused

11.4.5.1. The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the PPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.

11.4.5.2. For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the generator shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the PPA period, as the case may be.

11.4.5.3 Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event

11.4.5.4. Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

11.4.6. No Liability for Other Losses

Save as otherwise provided in these Guidelines, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any Loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

11.4.7 Resumption of Performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts

to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the PPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

11.4.8. Termination Due to Force Majeure Event

11.4.8.1. Termination due to Natural Force Majeure Event

- a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Natural Force Majeure Event , is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.4.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the PPA, and the termination shall take effect from the date on which such decision is taken.
- b) Without prejudice to the provisions of Article 11.4.8.1(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the PPA in its sole discretion by issuing a notice to that effect.
- c) on termination of the PPA pursuant to Article 11.4.8.1(b):
 - (i) no Termination Compensation shall be payable to the generator.
 - (ii) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event

11.4.8.2. Termination due to Non- Natural Force Majeure Event

- a) Upon occurrence of a Non-Natural Force Majeure Event, the Generator shall, at its discretion, have the right to terminate the PPA forthwith after the completion of the period of 180 (one hundred and eighty) Days from the date of the Force Majeure Notice.
- b) Notwithstanding anything in Article 11.4.6, on termination of the PPA pursuant to Article 11.4.8.2(a):
 - (i) Procurer to pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its

contracted capacity, with the Project assets being retained by the Solar Power Generator .

- (ii) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.”

ARTICLE 12: CHANGE IN LAW

12.1 *Definitions*

In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including

- (i) the enactment of any new law; or
- (ii) an amendment, modification or repeal of an existing law; or
- (iii) the requirement to obtain a new consent, permit or license; or
- (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or
- (v) any change in the rates of any Taxes , duties and cess which have a direct effect on the Project.

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends or (iii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability

- 12.1.b** In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Developer then in , order to ensure that the Solar Power Developer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Developer / Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

12.2 *Relief for Change in Law*

12.2.1 The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.

12.2.2 The decision of the Appropriate Commission to acknowledge a Change in Law and provide relief for the same, shall be final and governing on both the Parties.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 *SPD Event of Default*

13.1.1 The occurrence and or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event shall constitute an SPD Event of Default:

- (i) the failure to commission the plant within the stipulated time or failure to commence supply of power to Procurers up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of *'18 months for plants at a single location '*; *[Developer to retain condition as per the plant capacity allocated]* ; or

If:

- a) Except to bank the SPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
- b) the SPD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (ii) if (a) the SPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPD, or (c) the SPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its

affairs, pursuant to Law.

Provided that a dissolution or liquidation of the SPD will not be a SPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains credit worthiness similar to the SPD and expressly assumes all obligations of the SPD under this Agreement and is in a position to perform them; or

- (iii) the SPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurers in this regard; or
- (iv) except where due to any Procurers' s failure to comply with its material obligations, the SPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPD within thirty (30) days of receipt of first notice in this regard given by Procurers.
- (v) Failure to replace the Performance Bank Guarantee, as per the terms of this Agreement; or
- (vi) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPD.

13.1 Procurers Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting Procurers:

- (i) Procurers fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of ninety (90) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD through the Letter of Credit / Default Escrow Account for the applicable Month; or
- (ii) Procurers repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPD in this regard the SPD shall have the right to deliver to Procurers, a SPD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

(iii) Following the issue of a SPD Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

(iv) if

- Procurers becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
- any winding up or bankruptcy or insolvency order is passed against Procurers , or
- Procurers goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,
- Provided that it shall not constitute a Procurers Event of Default, where such dissolution or liquidation of Procurers or Procurers is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to Procurers and expressly assumes all obligations of Procurers and is in a position to perform them; or;

(v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurers.

Procedure for cases of SPD Event of Default

13.3.1 Upon the occurrence and continuation of any SPD Event of Default under Article 13.1, Procurers shall have the right to deliver to the SPD a notice stating its intention to terminate this Agreement (Procurers Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Following the issue of Procurers Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having

regard to all the circumstances.

13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurers may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPD.

13.3.5 In addition to the levy of damages as aforesaid, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets

13.4. Procedure for cases of Procurers Event of Default

13.4.1 Upon the occurrence and continuation of any Procurers Event of Default specified in Article 13.2 the SPD shall have the right to deliver to Procurers, a SPD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a SPD Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurers Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPD shall be free to sell the Contracted Capacity

to any third party of the SPD's choice.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPD and at its discretion require the defaulting Procurer to pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Solar Power Generator.

In the event of termination of PPA, damages or charges payable to the STU/CTU , for the connectivity of the plant, shall be borne by the Procurer for six months only.

14 Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.7.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

ARTICLE 14: COMPENSATION FOR OFFTAKE CONSTRAINTS

In the account of unavailability of Transmission Infrastructure/Grid or in the eventuality of a Back down Constraints may be there to not to schedule Power. Compensation to the Seller will be provided as following: -

14.1.1 Compensation for Offtake constraint due to Transmission infrastructure not complete /ready

After the Scheduled commissioning date, if the Plant is ready but necessary power evacuation/transmission infrastructure is not ready for reasons not attributable to Solar Power Generator Generation leading to offtake constraints, Generation compensation will be provided as follows:

- i) The normative CUF of 19% (nineteen per cent) or committed CUF-----%, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPP in the succeeding 3 (three) Contract Years, shall be procured by the Procurer at the contracted tariff so as to offset this loss.
- ii) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized for compensating the generation loss.

However, if the plant is ready before SCD, but the off take is constrained because of inadequate/ incomplete power evacuation infrastructure, no compensation shall be provided.

14.1.2 COMPENSATION FOR OFF TAKE CONSTRAINTS DUE TO GRID UNAVAILABILITY

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

Duration of Grid Unavailability	Provision for Generation Compensation
Grid unavailability in a contract year: (only period from 8 am to 6 pm to be counted).	Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability during the contract

	<p>year)]</p> <p>Where, Average Generation per hour during the contract year (kWh) = $\frac{\text{Total generation in the contract year (kWh)}}{\text{Total hours of generation in the contract year}}$</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>
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14.2 OFF TAKE CONSTRAINTS DUE TO BACKDOWN

The Solar Power Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. “Must Run” Status will be provided to Solar Power Projects. In case such eventuality of Back down arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Producer shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below

Duration of Back down	Provision for Generation Compensation
Hours of Back down during a monthly billing cycle.	<p>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]</p> <p>Where, Average Generation per hour during the month (kWh) = $\frac{\text{Total generation in the month (kWh)}}{\text{Total hours of generation in the month.}}$</p>

- b).The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation.
- (c) If back-down / curtailment is ordered prior formal/ written instruction for the same will be issued.
- (d).The details of back-down / curtailment, including justifications for such curtailment, will be made public by the concerned Load Dispatch Centre.”

ARTICLE 15: LIABILITY AND INDEMNIFICATION

15.1 Indemnity

15.1.1 The SPD shall indemnify, defend and hold Procurers harmless against:

- a) any and all third party claims against Procurers for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPD of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurers from third party claims arising by reason of:
 - breach by the SPD of any of its obligations under this Agreement, (provided that this Article 15 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this Agreement), or
 - any of the representations or warranties of the SPD, if any made under this Agreement, being found to be inaccurate or untrue.

15.1.2 Procurers shall indemnify, defend and hold the SPD harmless against:

- a) any and all third party claims against the SPD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Procurers of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPD from third party claims arising by reason of:
 - a breach by Procurers of any of its obligations under this Agreement (Provided that this Article 15 shall not apply to such breaches by Procurers , for which specific remedies have been provided for under this Agreement.) or
 - any of the representations or warranties of Procurers , if any made under this Agreement, being found to be inaccurate or untrue.

15.2 Procedure for claiming Indemnity

15.2.1 Third party claims

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 15.1.1(a) or 15.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 15.1.1(a) or 15.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as

soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

- i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 17.3.2; and
- ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 15.1.1(a) or 15.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

15.3 Indemnifiable Losses

15.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 15.1.1(b) or 15.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 15.3, such event shall constitute a payment default under Article 13.

15.4 Limitation on Liability

15.4.1 Except as expressly provided in this Agreement, neither the SPD nor Procurers nor its/ their respective officers, directors, agents, employees or Affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or permitted

assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Procurers , the SPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

15.4.2 Procurers shall have no recourse against any officer, director or shareholder of the SPD or any Affiliate of the SPD or any of its officers, directors or shareholders for such claims excluded under this Article. The SPD shall have no recourse against any officer, director or shareholder of Procurers, or any Affiliate of Procurers or any of its officers, directors or shareholders for such claims excluded under this Article.

15.5 Duty to Mitigate

15.5.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 15.

ARTICLE 16: ASSIGNMENTS AND CHARGES

16.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing:

- Provided that, such consent shall not be withheld if the Seller seeks to transfer to any affiliate all of its rights and obligations under this Agreement.
- Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.
- Provided that, [Procurer] shall permit assignment of any of SPPs rights and obligations under this Agreement in favour of the lenders to the SPPs, if required under the Financing Agreements.

16.2 Permitted Charges

16.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

ARTICLE 17: GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law

17.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes arising out of or in connection with this Agreement shall be under the jurisdiction of court in Lucknow.

17.2 Amicable Settlement and Dispute Resolution

17.2.1 Amicable Settlement

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (“Dispute”) by giving a written notice (Dispute Notice) to the other Party, which shall contain:
 - a. a description of the Dispute;
 - b. the grounds for such Dispute; and
 - c. all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 5.6.2, furnish:
 - a. counter-claim and defenses, if any, regarding the Dispute; and
 - b. all written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 10.6.2 if the other Party does not furnish any counter claim or defence under Article 10.6.4 or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 10.6.4, the Dispute shall be referred for dispute resolution in accordance with Article 11.3.

17.3 Dispute Resolution

17.3.1 Dispute Resolution by the Appropriate Commission

17.3.1.1 Where any Dispute (i) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of

any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to the Appropriate Commission, such Dispute shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

17.3.1.2 The obligations of the Procurers under this Agreement towards The Seller shall not be affected in any manner by reason of inter-se disputes amongst the Procurers.

17.3.2 Dispute Resolution through Arbitration

17.3.2.1 If the Dispute arises out of or in connection with any claims not covered in Article 17.3.1 such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as under:

- i) The Arbitration Tribunal shall consist of three (3) arbitrators. Each party shall appoint one Arbitrator within 30 days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.
- ii) The place of arbitration shall be Lucknow. The language of the arbitration shall be English.
- iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv) The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- v) The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.

17.4 Parties to Perform Obligations

17.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 17.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to

perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 18: MISCELLANEOUS PROVISIONS

18.1 Amendment

18.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

18.2 Third Party Beneficiaries

18.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

18.3 Waiver

No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

18.3.1 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

18.4 Confidentiality

18.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

18.4.2 to their professional advisors;

18.4.3 to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

18.4.4 disclosures required under Law.

without the prior written consent of the other Parties.

18.5 Severability

18.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

18.6 Notices

18.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

18.6.2 If to the Procurers, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address : Uttar Pradesh Power Corporation Ltd., Shakti
Bhawan, 14 – Ashok Marg, Lucknow – 226 001

18.6.3 If to the Seller, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address :M/s -----

18.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

18.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

18.7 Language

18.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

18.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

18.8 Restriction of Shareholders / Owners' Liability

18.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 or the Companies Act, 2013 as applicable.

18.9 Taxes and Duties

18.9.1 The Procurers shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the Procurers, contractors or their employees that are required to be paid by the Procurers as per the Law in relation to the execution of the Agreement.

18.9.2 The Seller shall be indemnified and held harmless by the Procurers against any claims that may be made against the Seller in relation to the matters set out in Article 18.9.1.

18.9.3 The Seller shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Procurers by The Seller on behalf of Procurers or its personnel.

18.10 No Consequential or Indirect Losses

18.10.1 The liability of the Procurers and The Seller shall be limited to that explicitly provided in this Agreement.

Provided that notwithstanding anything contained in this Agreement, under no event shall the Seller or the Procurers claim from one another any indirect or consequential losses or damages.

18.11 Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- i. applicable Law, rules and regulations framed thereunder;
- ii. the state Grid Code; and
- iii. the terms and conditions of this Agreement;

18.12 Independent Entity

18.12.1 The Procurers shall be an independent entity performing its obligations pursuant to

the Agreement.

18.12.2 Subject to the provisions of the Agreement, the Procurers shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Procurers in connection with the performance of the Agreement shall be under the complete control of the Procurers and shall not be deemed to be employees, representatives, of the Seller and nothing contained in the Agreement or in any agreement or contract awarded by the Procurers shall be construed to create any contractual relationship between any such employees, representatives or contractors and The Seller.

18.13 Compliance with Law

18.13.1 Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

Seller:

UPPCL:

M/s -----

Uttar Pradesh Power Corporation Ltd.

Signature:_____

Signature:_____

Name:_____

Name: _____

Designation: Director

Designation: _____

Seal:

Seal:

Witness:_____

Witness:_____

1. Name: _____

1. Name: _____

Designation: _____

Designation: _____

Signature:_____

Signature:_____

2. Name: _____

Designation: _____

Signature:

2. Name:

Designation: _____

Signature:

Schedule 1: Particulars of the Project

Sr. No .	Item	Description
1.	Project Capacity	----- MW
2.	Solar PV Module Make	-
3.	Solar PV Module Model No.	-
4.	Module Rating in kW	-
5.	Technology used	-
6.	Key accessories	-
7.		-
8.		-
9.		-
10.		-
11.	AC/DC/AC System (Yes/No)	-
12.	Rated voltage (V)	-
13.		-
14.		-
15.		-
16.	Units to be generated per annum (kWh) at projected CUF	-
17.	Auxiliary Consumption (kWh)	-
18.	Reactive Power requirement	-
19.	Type of Utilisation	-
20.	Scheduled Month /Year of Commissioning	15 months
21.	Capacity Utilization Factor (CUF) %	-----%
22.	Type Test Certificate	-
23.	Any Other Documents	-

Seal of Company

Name of Seller:

Date:

Signature:

Schedule 2: Location of Plant

To be filled & duly signed by Seller

S r. N o.	Particulars	Details to be filled up by the Seller
1.	Land purchase date	To be provided separately
2.	Total area of the land in possession	-do-
3.	Name of (a) village (b) Tehsil (c) District Location/Installation	Village- Tehsil- District- State- U.P.
4.	Survey No.	To be provided separately
5	Whether counter-survey of the land is carried out (copy enclosed)	To be provided separately
6.	Power Evacuation system used for transmitting the power generated from the plant to the Delivery Point	To be provided separately in consultation with DISCOM/STU

Seal of Company

Name of Seller: M/s

Date:

Signature:

Schedule 3: Plant Layout

Attach Appropriate Drawings/Documents

(To be provided separately)

Schedule 4: Site Drawing

Attach Appropriate Drawings/Documents

(To be provided later)

Schedule 5: Format for Monthly Power Bill

To be prepared as per requirements

Schedule 6: Parameters and Technical Limits of Supply

1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: 132/33 kV
(Pooling stations)

Short circuit rating:

As a part of the detailed design process, the Seller shall calculate the short circuit rating (minimum and maximum), and supply this information to the Procurer(s).

Note: The tolerances & Electrical characteristics variations will be as per STU / CTU performance Standards. The electrical clearances will be as per relevant standard.

- | | |
|-----------------------------|-------------|
| • Basic insulation level of | 132kV 33 KV |
| • Transformer(s) | 550 kVp |
| • Bushing(s) | 650 kVp |
| • Equipment | 650 kVp |

2. Quality of Service

The Seller shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by Procurer(s) / STU / CTU.

The maximum current and voltage waveform distortion shall be in accordance with respective STU / CTU, Engineering Recommendations, System Design and Development Committee, Limits for Harmonics in the United Kingdom Electricity Supply System. District----- , State-Uttar Pradesh of India.

Phase voltage unbalance will be limited to one percent (1%).

3. Power Factor

The Generator shall maintain the Power Factor as per the prevailing SERC / CERC regulations and as may be stipulated / specified by DISCOM / STU / CTU

from time to time. The Seller shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code

The Project Site is located at Village----- Tehsil- -----

Schedule 7: Technical Limits

1. The nominal steady state electrical characteristics of the system are as follows:
 - a. three phase alternating current at 50 Hertz plus or minus 0.5 Hertz.
 - b. nominal voltage ofwith +.....% to-.....% variation.
2. The Project shall be designed and capable of being synchronized and operated within a frequency range of 47.5 to 51.5 Hertz and voltage ofKV
3. Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

Remark:(To be finalised in consultation with STU/DISCOM)

Schedule 8: Approvals

1. Consent from the STU / CTU the evacuation scheme for evacuation of the power generated by the----MW Solar Power Projects.
2. Approval of the Electrical Inspectorate, Government of respective State for commissioning of the transmission line and the-----MW Solar Power Projects.
3. Certificate of Commissioning of Solar Power Plant at the Project Site.
4. Certificate of Commissioning of Solar Power Project issued by Concerned SLDC.
5. Permission from all other statutory and non-statutory bodies required for the Project.
6. Clearance from the Airport Authority of India, if required.
7. Clearance from the Department of Forest, Ecology and Environment, if required.

Remark: (To be provided separately)

Schedule 9: Testing Procedures

Seller and Procurer(s) shall evolve suitable testing procedures three (3) months before the Commercial Operation Date of the Project considering relevant standards.

Schedule 10: Copy of the Tariff Quoted by the Seller

(Copy Enclosed)

