

SECTION 2: INFORMATION AND INSTRUCTION TO BIDDERS

2.1 Total Capacity Offered

Selection of Successful bidder(s) for procurement of power from Grid-connected Solar PV Projects for aggregate capacity 106 MW shall be done through Tariff Based Competitive Bidding Process. 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.

2.2 RfS document for Solar PV Power Projects

The RfS document has been prepared for Solar PV Power Projects technology. Solar PV Project means the solar project that uses sunlight for direct conversion into electricity through Photo Voltaic technology. The Bidder shall deploy, only commercially established and operational technologies. The detailed technical parameters for Solar PV Projects are at Annexure A of Section 5.

2.3 Capacity of each Project:

A Bidder may submit Bids for developing the Project(s) under solar PV technology (Solar PV Ground mounted Project) as per the criteria below:

- i. Minimum individual project capacity to be developed in particular substation shall be 0.5 MW;
- ii. Maximum individual project capacity to be developed in each substation shall be 2 MW per bidder;
- iii. The substation wise Cumulative capacity to be installed is 106 MW. Bidder may participate for all 24 substations. However, a bidder is not allowed to bid for more than one single solar Power Plant of capacity either 0.5 MW/1.0 MW/1.5 MW/2 MW at a particular 33/11KV substation .

2.4 Minimum CUF Limit

The SPG should generate minimum energy within the permissible lower limit of CUF declared by the SPG.

2.5 Supply of Power to Procurer

After completion of evaluation process a Letter of Award (LOA) will be issued to the successful bidder to sign a PPA with the Procurer (Concerned DISCOM) for duration of 25 years. Model PPA attached as Annexure D

2.6 Tariff for Supply of Power

Bidders are required to quote Single fixed tariff for 25 years only in the Price Bid at Part –B at Schedule B Section 4. UPNEDA will not entertain different tariff for every year, any bid with different tariff will be considered disqualified. Tariff quoted has to be less than or equal to **Rs.3.10/kWh**. Procurer will be liable to pay the project developer the tariff as signed in the PPA for 25 years .

2.7 Connectivity with the Grid:

- i) Solar Power Plant of capacity of 0.5MW to 2 MW set up will be connected to 33/11KV substations through 11 kV line.

- ii) Selected SPG will be responsible for construction of dedicated 11 KV line from Solar Power Plant to sub-station, construction of **Bay** and related switchgear at sub-station where the plant is connected to the grid and metering is done. The DISCOM will facilitate the SPG in getting right of way for laying of 11 kV line.
- iii) SPG can get constructed the 11 kV lines through DISCOM by paying the applicable cost and other charges.
- iv) SPG shall be responsible for construction, Operation & maintenance of this dedicated 11 kV line. up to the point of connectivity, such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.
- v) In case more than one bidders are awarded Solar Power Plants to be connected to same Sub-station, they shall be permitted to jointly establish a common injection line to feed the substation with the prior approval of DISCOM.
- vi) Solar Power Generator shall have to deposit the applicable connectivity charges to the DISCOMs.
- vii) The SPG shall comply with the Grid code and grid connectivity and other related regulations as applicable in State of Uttar Pradesh.

2.8 Procurement of RfS Document, Processing Fees

2.8.1 The RfS document can be downloaded from the website <http://etender.up.nic.in>). Cost of RFS document is Rs.1000+ 18% GST= Rs 1118.00 (Rs. one thousand one hundred and eight rupees only) inclusive of all taxes in the form of Demand Draft issued from any of the Scheduled or Nationalized banks, in **favour of Director UPNEDA, payable at Lucknow** to be enclosed with the RFS document on submission. In case of submission of RFS document fees through NEFT/RTGS (Electronic Transfer) the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

Prospective bidders interested to participate in the bidding process are required to submit their RfS document along with a non-refundable processing fee of Rs.5000 per MW + 18% GST= Rs. 5900 per MW (Rupees five thousand and nine hundred rupees only) or part thereof of the capacity applied for in the form of DD/Pay Order in favour of “**Director, UPNEDA**”, payable at “**Lucknow**”.

The bids submitted without cost of the RfS document and/or Processing Fee (including partial submission of either of the respective amounts) and/or Bid Security Declaration form, will be liable for rejection by UPNEDA.

In case of submission of bidding processing fees thru NEFT/RTGS (Electronic Transfer) the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

2.8.1 In case of submission of RfS document fees and bid processing fees online thru NEFT/RTGS following are the details of Bank.

Bank Details of UPNEDA:

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

2.8.2 Successful Bidders will deposit the regulators fees sought by UPNEDA at the time of submission of petition for adoption of Tariff to UPERC.

2.9 Eligibility Criteria

- i. Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/Water User associations (WUA) who have their own land or who has land lease agreement shall be eligible to participate and will be treated as SPG.
- ii. The applicant has to furnish the certified copy of the land ownership documents as proof of land holding of the total required land for the applied capacity. The minimum land required is 1.5 Hectare for 1 MWp proportionately of higher capacity. **(A copy of Khata /Khatauni showing the land in name of the concerned farmer /group of Farmers to be mandatorily attached).**
- iii. In case farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/Water User associations (WUA) are not able to arrange required equity for setting up of Solar Power Plant then they may opt for setting up of Solar Power Plant through a developer by signing a land lease agreement. In such case, the owner of land will get lease rent on mutually agreed terms and conditions between the parties. The lease rent may be in terms of Rs per year per acre of land or in terms of Rs per unit energy generated per acre. The farmer(s) may opt for payment of lease rent directly in their bank account by the DISCOM, from the payment due to the developer. A model Land Lease Agreement to facilitate the beneficiaries has been attached at Section 5-Annexure-C whereas the concerned Solar Project Developer will be eligible to participate in bid and will be entitled as Solar Power Generator (SPG) to sign PPA. **(A copy of land lease agreement on the format attached at Annexure C, executed with the farmer /group of farmers to be mandatorily attached. Date of execution of land lease agreement should be prior to the date of submission of bid . A copy of Khata /Khatauni showing the land in name of the concerned farmer /group of Farmers with whom the land lease agreement has been executed to be mandatorily attached)** .Bids submitted without these documents attached are liable to be rejected.
- iv. The Project Developer /Bidding Entity desirous to set up Solar Power Plant on leased Land should be a Company incorporated in India and registered under the Companies Act 1956 or Companies Act, 2013 as applicable.(Copy of certificate of Incorporation to be attached)

Or

- (b) A consortium having one member is as Lead Member (having 51% of shareholding). After the selection as SPG under Scheme, Consortium shall get itself registered under the Companies Acts, 1956 or Companies Act 2013 as applicable prior to signing of PPA to implement the project. Consortium of Companies participating in the bid will adhere to conditions mentioned in 2.10 of RfS

Or,

- (c) A Limited Liability Companies (LLC). After getting selected as SPG under Scheme 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 Procurer/DISCOM. Condition mentioned as per clause 2.19 will apply.
- (v) Limited Liability Partnership (LLPs) are not eligible for participation.

2.10 Bid submitted by a Bidding Consortium as SPG

- a) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Format 5.3). There shall be only one Lead Member which shall continue to hold minimum fifty one percent (51%) equity in the Project Company up to a period of one (3) year after commencement of supply of power. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.
- b) Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of the other Members.
- c) Provided further that the Consortium Agreement shall not be amended without the prior written approval of the Procurer/ Authorized Representative.
- d) Land Lease Agreement submitted will be signed by the lead member of the Consortium.
- e) The Lead Member shall designate one person to represent the Consortium in its dealings with the Procurer/ Authorized Representative. The person designated by the Lead Member shall be authorized through a Board Resolution to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format -5.4)- in favour of the Lead Member issued by the other Members of the Consortium.
- f) The Bid shall also contain a Board Resolution as per Format –5.5 from each Member of the Consortium confirming that the RfS & RfS Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to by them.

2.11 Technology

- a) 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.

- b) Detailed technical parameters for Solar PV Projects to be met by SPGs are at Annexure-A. The Bidders shall

Strictly comply with the technical parameters detailed in the Annexure-A. **Further, the 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.**

2.12 Land Lease Agreement

- i. In case the farmer/farmer bodies opt to set up the solar power plant through the developer, then the farmer/farmer bodies will be entitled for lease rent as per the mutually agreed terms and conditions. The amount of the lease rent will be in the form of Rs. per year per acre of land or in terms of Rs per unit energy generated per acre of the land area.
- ii Leasing of land will be a bi-partite agreement between the farmer and the developer and Procurer/DISCOM will not be held responsible for the failure in getting the land leased out to a developer. However the farmer(s) may opt for payment of lease rent directly in their bank account by the DISCOM, from the payment due to the developer.

2.13 Financial Eligibility Criteria

- i. No financial eligibility will be required, in case the farmers/group of farmers/cooperatives/ panchayats/ farmer producer organizations and water user associations opting to develop the project with their own investment and participating in the bid.
 - ii. In case of a Developer setting up of Solar Power Plant on leased land, his Net worth shall not be less than Rs. 1.00 Crore per MW (of the applied capacity). The Developer shall submit the requisite document in support of the same duly certified from Chartered Accountant on Format-5.6 for Financial Qualification
- a) The computation of net worth shall be based on unconsolidated audited annual accounts of any of the last three (3) financial years immediately preceding the Bid Deadline.

For avoidance of doubt, “net worth” as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

Paid up Share capital will include;

- i) Paid up equity Share Capital
- ii) Fully, compulsorily and mandatory convertible preference Shares and
- iii) Fully, compulsorily and mandatory convertible Debentures

The computation of Net worth shall be based on unconsolidated audited annual accounts of the Company. For the purpose of the computation of Net worth, any one of the last three financial years and up to seven (7) days prior to Bid Deadline shall be considered. The Bidder would thus be required to submit annual audited accounts for the last three financial years 2017-18 2018-19 and 2019-20 (or Calendar Years 2018,2019 and for 2020 if available or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country), while indicating the year which should be considered for evaluation along with a certificate from the

chartered accountant to demonstrate the fulfilment of the criteria. In case a Bidder seeks qualification on the basis of Net worth as on seven (7) days prior to Bid Deadline, the Bidder shall submit a certificate from a Statutory Auditor/Chartered Accountant certifying the Net worth on the date seven days prior to submission of Bid and also submit the un-audited financial statements of the Company duly certified by Statutory Auditor/Chartered Accountant for the date on which the certificate of Net worth has been obtained.

- b) For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered.
- c) For a newly incorporated Company relying solely on its own credentials, where the annual account has not been prepared, the Net Worth criteria should be met not more than seven days prior to the last date of submission of response to RfS. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the Net Worth on the date seven days prior to submission of response to RfS along with the unaudited financial statements of the Company duly certified by Chartered Accountant for the date on which the certificate of Net Worth has been obtained.
- d) If the Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company as per the Consortium Agreement (Format-5.9), forming part of its Non-Financial Bid. Any Consortium, if selected as the Successful Bidder, shall, for the purpose of supply of power, incorporate a Project Company with equity participation by the Members as provided in the Consortium Agreement (Format -5.9) within thirty (30) days of the issue of Letter of Award.
- e) Any Bidding Company may choose to incorporate a Project Company for the purpose of supply of power.

Note: -

- i. Net Worth of individuals, whether Director or otherwise, shall not be considered
- ii. Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.
- iii. The Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder at the different substations.

2.14 Consents, Clearances and Permits

All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the SPG.

2.15 Project Capacity Allocation and No of Responses by a Bidder

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

- (i) A Bidder including individual Farmer, group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA) or Project Developers on land leased by Farmers will not be allowed to apply for more than one solar Power Plant at a particular 33/11 KV substation
- (ii) The capacity of power plant that can be bid at each substation is 0.5 MW/1 MW/1.5 MW/2 MW.
- (iii) The substation wise Cumulative capacity to be installed is 106 MW. Bidder may participate for all 24 substations.
- (iv) Bid of a Project developer will be disqualified if it is found that its proprietor/partner/director/member has also submitted bid as proprietor/partner/director/member for another leased land for the same substation.

2.16 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

1. Pre-Bid Meeting

The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), UPNEDA will make all efforts to respond to the queries during the Pre-Bid Meeting to be held on 3/06/2021 at 12.30 PM .venue of the Pre-bid meeting will be at UPNEDA head Office, located at Vibhuthi Khand Gomtinagar Lucknow.or it will be held virtually .Venue details will be notified on UPNEDA's website www.upneda.org.in

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

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

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

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

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

C Liability

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 III at its sole discretion. UPNEDA's decision in this regard shall be final and binding on the Bidders.

2.17 RfS Document and attachments

The drafts of the following RfS Documents have been attached to this RfS:

- a. Draft PPA at Annexure -D
- b. Model Land Lease Agreement at Annexure -C
- c. Any modifications, amendments alterations or clarifications thereto.

2.18 Incorporation of a Project Company

In case of the Successful Bidder being a Bidding Consortium, it shall, within thirty (30) days of the issue of the Letter of Award, incorporate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid. In case the Project Company has already been incorporated prior to the submission of the Bid as specified in the Consortium Agreement such Project Company shall be responsible to execute the RfS Documents. The investment in the Project Company shall be as per provisions of the Consortium Agreement and shall be subject to the provisions of **Clause 2.10** of this RfS

In case of the Successful Bidder being Bidding Company and choosing to incorporate a Project Company for supply of power, it shall incorporate the Project Company within Thirty (30) days of the issue of the Letter of Award. In case the Project Company has already been formed by such Bidding Company prior to the submission of the Bid, the Bidding Company shall provide the details of such Project Company in its Bid.

The Project Company shall execute the RfS Documents and be responsible for supply of power to the Procurer(s) as per the provisions of the PPA.

2.19 Cancellation of the Letter of Award

If the Successful Bidder(s) / Project Company fails or refuses to comply with any of its obligations under Clauses 2.18 and 2.21, and provided that UPNEDA / Procurer (s) and / or other parties to the respective RfS Documents are willing to execute the said documents, such failure or refusal on the part of the Successful Bidder/ Project Company shall constitute sufficient grounds for cancellation of the Letter of Award. In such cases, bidding company shall be suspended for participating in the tendering process of UPNEDA, for a period of one (02) year from bid due date of above referred tender.

2.20 Bid Security Declaration

- 2.20.1** i) Each Bidder shall submit the Bid accompanied by Bid Security Declaration Form (Format 5.3 A) as per given format
- ii) In the case of a Consortium, the Lead Member shall furnish the Bid Security Declaration form as stipulated in the RfS, on behalf of the Consortium Members as per the Consortium Agreement.
- iii) 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

2.20.2 UPNEDA will take appropriate action as mentioned in clause 2.19 , without any notice, demure, or any other legal process upon occurrence of any of the following:

- Failure to incorporate the Project Company as a legal entity as per clause 2.18 within thirty (30) days of issue of Letter of Award, or,
- Failure to furnish the Performance Bank Guarantee as per Clause 2.21; or
- Failure to execute the PPA with DISCOM subject to the provisions of Clause 2.19 - or
- Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 2.25.
- If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

2.21 Performance Bank Guarantee (PBG)

2.21.1. Bidders selected by UPNEDA based on this RfS shall submit Performance Bank Guarantee for a value @ **INR 5 Lakh / MW for the capacity awarded** which shall be provided to UPNEDA for the amount calculated pro-rata within 30 days of issuance of Letter of Award (LOA). It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the **Format 5.3B** with a validity period **of 15 months** from the Effective Date of the issuance of LOA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, PPA will be signed by the concerned DISCOMs.

2.21.2 Non submission of the PBG by the Successful Bidder(s) may lead to, cancellation of the Letter of Award of such Successful Bidder(s) by UPNEDA, and thereafter, the provisions of Clause 2.25.2 shall be applicable.

2.21.3 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.

2.21.4 Delay beyond 1 month from the due date of submission of PBG cancellation of letter of Award and 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.

2.21.5 Performance Bank Guarantee (PBG) shall be submitted for the capacity awarded.

2.21.6 The PBG will be returned to the Bidder immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions in the PPA.

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2.22 Bank Guarantees

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

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

The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

2.23 Amendment of RFS

UPNEDA, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RfS, including the timelines specified in Clause 2.27, by issuance of addendum / modification / errata and / or a revised document on UPNEDA website. www.upneda.org.in

Bidders should notify themselves regarding any addendum / modification made in RfS document, the same shall be uploaded on UPNEDA website. No personal correspondence will be made by UPNEDA to Bidder(s).

2.24 Bidding Process

The Bid in response to this RfS shall be submitted by the Bidders in the manner provided in **Clause 2.24 B (v)**. The Bid shall comprise of the following:

A. Language

The RFS prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and UPNEDA shall be written in the English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system.

B. Format and signing of Offer

- (i) The Bid should be submitted online as stipulated in the RFS document.
- (ii) Any condition or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the UPNEDA, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- (iii) The hard copy of Bid (except Financial Bid) along with enclosures and related documents as per following must reach at UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow before opening date and time of online Technical-Bid without which the online Bid of concern Bidder will not be opened.
- (iv) **Uploading of e-tender**
 - a) The bid shall be uploaded online as per guide lines of U.P Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP).

- b) The bid must be complete in all technical and commercial respect and should contain requisite certificate, drawings, informative literature etc. as required in the specification.
- c) First part (PART-A) should contain technical details brochure literature etc. All parts of RFS documents except financial bid should be uploaded as per e-procurement mode in due date and time.
- d) The Bidder should submit Price Bid at Part –B in Second part. Second part (PART-B) should contain financial bid only should be uploaded as per e-procurement mode in due date and time.
Anything in regard of financial condition, payment terms, rebate etc. mentioned in financial bid may make the bid invalid. Therefore, it is in the interest of the Bidder not to write anything extra in part-II except price.
- e) The original copy of uploaded document i.e. First part (Part-1) is to be submitted by Post /courier/by hand to UPNEDA HQ before opening of Technical bid.

(v) **The e-tender prepared and uploaded by the Bidder shall comprise the following components**

- a) Covering letter as provided in e-tender document.at Format 5.1-
- b) General particulars of bidder/Application Form, as provided in e-tender document.
- c) Declaration by The Bidder, as provided in e-tender document
- d) Scanned copy of RfS Document Fees Draft and if submitted online its UTR No
- e) Scanned Copy of Processing Fees Draft and if submitted online UTR No
- f) Scanned copy of Bid Security Declaration in the form as per **Format 5.3 A**;
- g) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium uploaded in original as per **Format -5.4-**
- h) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 5.9** along with board resolution from each Member of the Consortium for participating in consortium;
- i) Copy of Revenue Record of Identified or land owned by farmers
- j) Copy of Land Lease Agreement signed and notarized.
- k) Format for Qualification Requirements as per **Format -5.8**, as applicable;
- l) Board Resolutions, as per prescribed at **Format 5.5**-duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - 1. 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 Bid;
 - 2. Board resolution from each of the Consortium Members except the Lead Member in favour of the person authorized to execute the Power of Attorney in favour of the Lead Member.
- m) A disclosure statement as per -5.7 regarding participation of any related companies in this bidding process;

- n) Check list of Annexure as provided in e-tender document
- o) Blank copy of the in e-tender document and Draft PPA at ----- signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures.
- p) Power of Attorney of the Bidder, for the person representing his Company/Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender

C. Technical Offer

Bidders shall submit and upload the technical Offer in the formats (5.1 to 5.8) (the “Technical Offer”) as mentioned above in 2.24 **B** While submitting the Technical Offer, the Bidder shall, in particular, ensure that all the formats are uploaded. The Technical Offer shall not include any financial information relating to the financial offer.

UPNEDA reserves the right to verify all Statements, information and documents, submitted by the Bidder in response to the RFS. Failure of the UPNEDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the UPNEDA there under.

D. Financial Offer

- i. The Financial offer of the Bidder shall be submitted only through e-Procurement Website <http://etender.up.nic.in>. on the appropriate financial bid Part-B clearly indicating against the Substation or substations , Capacity applied for allocation and fixed tariff in Rs / kWh up to two decimals for twenty-five years at the Interconnection point duly signed by an authorized signatory.
- ii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder at a particular substation.
- iii. The Quoted Fixed Tariff shall be an all-inclusive Tariff up to the Interconnection Point and no exclusions shall be allowed. The Bidder shall take into account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. It shall also include any applicable transmission costs and transmission losses (if any) from the generation source up to the Interconnection Point. Availability of the inputs necessary for supply of power shall be ensured by the Seller and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the plant location must be reflected in the Quoted Fixed Tariff.

2.25 The Bidder should note that

- 2.25.1. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, UPNEDA reserves the right to reject such Bid or cancel the Letter of Award, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.
- 2.25.2. If for any reason the Bid of any Successful Bidder is rejected or Letter of Award issued to such Successful Bidder is cancelled, UPNEDA may:
 - a. Consider the next lowest Financial Bid from other than the Successful Bidder(s) whose Bids are responsive and valid; or

- b. Annul the bid process; or
 - c. Take any such measure as may be deemed fit in the sole discretion of UPNEDA, as applicable.
- 2.25.3. UPNEDA reserves the right to accept the offer of the Bidder for any quantum of power up to the quantum offered by it, subject to the Minimum Bid Capacity, and considering the balance Requisitioned Capacity at a particular substation (after considering the quantum of power offered by Successful Bidder(s) in Clause 3.1.4 II).
- 2.25.4. Language of the Bid shall be English only;
- 2.25.5. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 5.1;
- 2.25.6. UPNEDA may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Fixed Tariff shall be sought or permitted by UPNEDA.
- 2.25.7. Non-submission and / or submission of incomplete data / information required under the provisions of the RfS shall not be construed as waiver on the part of UPNEDA of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.
- 2.25.8. UPNEDA may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.
- 2.25.9. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfS and obtain independent advice from appropriate sources.

2.26 Bidder to inform itself fully

- 2.26.1 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFS Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 2.26.2 The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real-time grid conditions in India.
- 2.26.3 The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to Procurer(s). The Procurer(s) shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up of the generation facilities and/ or supply of power.

2.27 Due Dates

The following shall be the time schedule for completion of the bidding process