

capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.

# The Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.

**[Note: Applicable in case of Bidding Consortium]**

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

- i. Name of Member:
- ii. Total Networth requirement: Rs \_\_\_\_\_crores
- iii. Percentage of equity commitment by the Member\_\_\_\_%
- iv. Networth requirement for the Member\*\*\*: Rs. \_\_\_\_\_crores.

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

For the above calculations, we have considered Networth by Member in Bidding Consortium and/ or Parent/ Affiliate for financial year \_\_\_\_\_ as per following details:

Name of Company	Relationship with Member*(Parent/ Affiliate)	Networth**(Rs. Crore)
Company 1		
---		
---		
<b>Total</b>		

\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.

\*\* Networth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company, the Networth shall be computed and evaluated on the basis of the sum total of the capacity offered by the Bidder in its Financial Bids.

**Yours faithfully**

(Signature & Name of the person Authorised  
By the board)  
Date:

(Signature and Stamp of  
Chartered Accountant/ Statutory Auditor)

**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 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 5.7 FORMAT FOR DISCLOSURE**

(This should be submitted on the Letter Head of the Bidder) DISCLOSURE

Ref.No.

Date:

From: \_\_\_\_\_ (*Insert name and address of Bidder*)

Tel.#: Fax#:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow)

**Sub: Response to RfS No. -----for Selection of Solar Power Generator (SPG) for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW / 1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 105.5 MW capacity on farm land in vicinity of 33/11kV Substations in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme.**

Dear Sir/ Madam,

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

We/I further declare that the above statement is true & correct. We/I are aware that if at any stage it is found to be incorrect, our/my response to RfS will be rejected and if LOA 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/I remain, Yours faithfully,

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

**Format 5.8 FORMAT FOR TECHNICAL CRITERIA**

**(This should be submitted on the Letter Head of the Bidder)**

**(To be Submitted Separately for each Project)**

Ref. No.....Date:

From:.....(*Insert name and address of Bidder*)

.....

.....

Tel. #:

Fax #:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow)

Sub: Response to RfS No. -----for Selection of Solar Power Generator (SPG) for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 105.5 MW capacity on farm land in vicinity of 33/11kV Substations in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme.

Dear Sir/ Madam,

We/I hereby undertake to certify in line with **Clause No. 2.28, Section-II, ITB** under the title “Financial Closure” that the following details shall be furnished within **6 months** from Effective Date of LOA.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency,

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

Thanking you,

We/I remain, Yours faithfully,

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

### **Format 5.9: Consortium Agreement**

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

**FORM OF CONSORTIUM AGREEMENT BETWEEN**  
M/S....., M/S.....,  
  
M/S..... AND M/S.....  
FOR (.....)  
AS PER CLAUSE 2.13

**THIS Consortium Agreement** (hereinafter referred to as “Agreement”) executed on this..... day of .....Two thousand..... between M/s..... a company incorporated under the laws of ..... and having its Registered Office at ..... (Hereinafter called the “**Party 1**”, 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 “**Party 2**”, 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 “**Party n**”, which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the RfS and in the event of selection as Successful Bidder to comply with the requirements as specified in the RfS and ensure execution of the RfS Documents as may be required to be entered into with UPNEDA.

Party 1, Party 2, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

**WHEREAS** DISCOM’s desired to procure power from Grid Connect Solar PV Power Projects through competitive bidding process under PM KUSUM Yojna.

**WHEREAS**, UPNEDA had invited Bids, vide RfS dated .... *[Insert date]* issued to.....  
*[Insert the name of purchaser of RfS]*

**AND WHEREAS** Clause 2.11.2 of the RfS stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RfS, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Performance Bank Guarantee as required as per the provisions of the RfS, as specified herein.

**NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:**

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Successful Bidder by UPNEDA,

we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of ..... (The names of all the other Members of the Consortium to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. 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 their respective equity obligations. Each Consortium 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.
4. *(Insert as applicable)* The Consortium shall be responsible to incorporate a Project Company as a legal entity as per the provisions of the RfS, within Thirty (30) days of issue of LOA provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

OR

The Consortium has incorporated a Project Company by the name ..... (Insert name of the Project Company) to undertake the responsibilities and obligations for supply of power as per the provisions of the RfS Documents.

The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:

Name	Percentage of equity holding in the Project Company
Party 1	
Party 2	
.....	
Party n	
<b>Total</b>	<b>100%</b>

**(Note: The percentage equity holding for any Consortium Member in the Project cannot be Zero in the above table.)**

5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead Member shall be liable to meet the equity obligation.
6. 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.
7. It is further specifically agreed that the financial liability for equity contribution of 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 their scope of work or financial commitments.

8. This Consortium 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 there under.
9. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the RfS, on behalf of the Consortium.
10. It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Bank Guarantee on behalf of the Seller in favour of the Procurer(s), as stipulated in the RfS and PPA. The Lead Member shall be responsible for ensuring the submission of the PBG on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the PPA, unless expressly agreed to the contrary by the Procurer(s).
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfS for the purposes of the Bid.
13. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the supply of power envisaged in the RfS Documents.
14. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Procurer(s).

**This Consortium Agreement**

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Procurer(s):

**IN WITNESS WHEREOF**, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

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

.....  
(Signature)

Name: .....

Designation:

For and on behalf of Consortium Member  
(party 1) M/s.....

.....  
(Signature of authorized representative)

Name: .....

Designation: .....

Place: .....

Date: .....

Witness<sup>1</sup>:

1.

.....  
(Signature)

Name .....

Designation.....

<sup>1</sup> Separate witness for each Consortium Member should fill in the details.

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<sup>1</sup> Separate witness for each Consortium Member should fill in the details.



# SECTION-6

## Annexure A

### **Solar PV Projects 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**

- 1.1 The PV modules used in the grid connected solar PV power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.
- |  |           |
|--|-----------|
| Crystalline Silicon Solar Cell Modules | IEC 61215 |
| Thin Film Modules                      | IEC 61646 |
| Concentrator PV modules                | IEC 62108 |
- 2.1 In addition, PV modules must qualify to IEC 61730 for safety qualification testing at 1000V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

#### **2. Power Conditioners/ Inverters**

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

Efficiency Measurements: IEC61683

Environmental Testing: IEC 60068 -2/IEC 62093

EM Compatibility (EMC): IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000

Electrical safety: IEC 62103/IEC 62109-1&2

Anti-Islanding Protection: IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards

**As per the 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. Further all Solar PV modules and Solar cells used in the projects will be from the Models and manufacturers included in the ALMM (Approved List of Models & Manufacturers) issued by MNRE**

### **Annexure B- Technical Specification**

<b>Sl. No)</b>	<b>Product</b>	<b>Indian Standard Number</b>	<b>Title of Indian Standard)</b>
<b>1</b>	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification and Type Approval
<b>2</b>	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
<b>3</b>	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
<b>4</b>	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
<b>5</b>	Utility –Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility Interconnected Photovoltaic Inverters
<b>6</b>	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test

#### **2 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. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

#### **3 Authorized Test Centers**

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 Centers in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member Labs abroad will be acceptable.

#### **4 Warranty**

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% (ninety per cent) at the end of 10 (ten) years and 80% (eighty per cent) at the end of 25 (twenty-five) years.

#### **5 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.)

5.30.1.1.1.1 Name of the manufacturer of PV Module

5.30.1.1.1.2 Name of the Manufacturer of Solar cells

5.30.1.1.1.3 Month and year of the manufacture(separately for solar cells and module)

5.30.1.1.1.4 Country of origin (separately for solar cells and module)

5.30.1.1.1.5 I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 250C)

5.30.1.1.1.6 Wattage, Im, Vm and FF for the module

5.30.1.1.1.7 Unique Serial No and Model No of the module

5.30.1.1.1.8 Date and year of obtaining IEC PV module qualification certificate

5.30.1.1.1.9 Name of the test lab issuing IEC certificate

5.30.1.1.1.10 Other relevant information on traceability of solar cells and module as per ISO9000  
Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

#### **6 Performance Monitoring:**

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, 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 Procurer and UPNEDA or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and UPNEDA or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

**Land Lease Agreement**

This **AGREEMENT OF LEASE** entered into on this .....day of.....at.....

**BETWEEN:**

(hereinafter referred to as the “LESSOR/OWNER”, which expression shall, wherever the context so requires or admits, SHALL mean and include his legal heirs, executors, administrators and assignees);

**AND:**

.....(Name of Solar Power Generator (SPG))

Represented by..... (hereinafter referred to as the “LESSEE, which expression shall, wherever the context so requires or admits, SHALL mean and include its executors, administrators and assignees successors in interest).

**I. WHEREAS** the Lessor is the owner in possession of the Barren/ Agricultural land measuring/ Pasturelands/ Marshlands of farmers ..... Acre .....Gata No.....Khatoni No.....Khasra No.....situated at Village/City .....Tehsil.....District which is more fully described in the Schedule hereunder and hereinafter referred to as the Schedule property.

**II. WHEREAS** the ..... (Name of SPG) being a..... (Details of SPG) with an object to plan, develop and operate Solar Energy based Power Plant under MNRE Scheme notified on 8th March 2019.

**III. (a) WHEREAS** pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the land which is more fully described in Schedule written hereunder and hereinafter referred to as “**THE SCHEDULE PROPERTY**” for setting up of the “Power Plant”.

(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under Section..... of Uttar Pradesh Revenue code-2006 for the conversion of the land and on behalf of the Lessor/owner the.....(Name of SPG) shall presume that the land is deemed to have been converted for non-agricultural purposes.

**IV NOW THIS AGREEMENT OF LEASE WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

**1. PURPOSE OF LEASE:**

The grant of lease by the Lessor to the lessee in respect of the Schedule property is for the purpose of developing a.....Power Plant under MNRE Scheme notified on 8th March 2019.

**2. PERIOD OF THE LEASE**

The period of this Lease shall be for Twenty-seven (27) years from this day which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the parties, by executing and registering separate Lease Agreement.

**3. RENT**

- a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be Rs...../- (Rupees ) only per annum per Acre. The portion of the land less than one Acre shall be calculated in terms of Square meter and the rent payable for the same shall be at Rs...../- per Square meter or part thereof, per annum.

OR

The rent payable by the Lessee to the Lessor after Commercial Operation of the power plant shall be Rs.....per unit of total power generated from the power plant installed on the land of Lessor. Till the start of commercial operation of the plant, the rent shall be Rs...../- (Rupees.....) only per annum per Acre.

- b) The annual rent shall be paid in twelve equal instalments and each instalment to be paid by 5<sup>th</sup> day of every month, by crediting the same to the Lessor's Bank Account the details of which may be furnished by the Lessor from time to time.

OR

In case of lease rent on the basis of Rs.....per unit, the monthly lease rent would be calculated on the basis of monthly electricity injected in to the grid from the power plant installed on the land of Lessor.

- c) [on mutual agreement between Lessor and Lessee] The rent hereby reserved shall be paid by enhancing the same at the end of every.....year(s), at ....% on the rent hereby agreed.
- d) If the Lessee delays the payment of rent by due date of every month, for any reason, the same shall be paid by adding the interest at the rate .....% for the said delayed period.