

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)

**REQUEST FOR SELECTION (RFS) DOCUMENT
FOR
SELECTION OF SPDs FOR SETTING UP 200MW
OF
GRID CONNECTED SOLAR PV POWER PROJECTS
IN
UP SOLAR PARK, UTTAR PRADESH**

RfS No: 03 /UPNEDA/Solar Park/RfS/2021

Dated: 09.9.2021

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

September 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: 9 /9/2021

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 200 MW Grid Connected Solar PV Power Projects in UP Solar Park, Uttar Pradesh					
(B)	RfS NO. & DATE	03/UPNEDA/SolarPark/RfS/2021 dated 9.9.2021					
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><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" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><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" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <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"/>
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 < 50 MW capacity, Rs. 5 Lakh + 18% GST for each Project of 50 MW and above 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. 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 these 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	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				

(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