

Request For Selection (RfS) Document For

**Selection of Solar Power Developers (SPDs) for Setting
up 110 MW Grid Connected Solar PV Power Project in
Kanpur Dehat & Kanpur Nagar Solar Park (U.P) under
Tariff-Based Competitive Bidding**

For 25 Years

RfS No: 01/UPNEDA/ Kanpur Solar Park/RfS/2025

Dated: 23 /4/2025

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, Mob:
9415609007**

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

April 2025

DISCLAIMER

1. This RfS document has been prepared in good faith, and on best endeavour basis. 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.
- 2 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.
- 3 UPNEDA 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.

Place: Lucknow

Date: 23 /4/2025

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 110 MW Grid Connected Solar PV Power Project in Kanpur Dehat & Kanpur Nagar Solar Park , (U.P) under Tariff-Based Competitive Bidding For 25 Years. | | | | | |
| (B) | RfS NO. & DATE | 01/UPNEDA/ Kanpur solar Park /RfS/2025 dated 23/4/2025 | | | | | |
| (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 (NON-REFUNDABLE) | <table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> <p>Rs. 1 Lakh +18% GST for 35 MW Project capacity, Rs. 3 Lakh + 18% GST for Project of 75 MW to be submitted either through NEFT/RTGS transfer in the account of UPNEDA, along with the response to RfS .</p> | APPLICABLE | <div>Yes</div> | NOT APPLICABLE | <div></div> |
| APPLICABLE | <div>Yes</div> | | | | | |
| NOT APPLICABLE | <div></div> | | | | | |
| (h) | Earnest Money Deposit (EMD) | <table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> <p>Rs. 8.0 lakh (eight lakh) per MW for the project capacity to be submitted in the form of Bank Guarantee along with the response to RfS.”</p> | APPLICABLE | <div>Yes</div> | NOT APPLICABLE | <div></div> |
| APPLICABLE | <div>Yes</div> | | | | | |
| NOT APPLICABLE | <div></div> | | | | | |
| (I) | PERFORMANCE BANK GUARANTEE | <table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> | APPLICABLE | <div>Yes</div> | NOT APPLICABLE | <div></div> |
| APPLICABLE | <div>Yes</div> | | | | | |
| NOT APPLICABLE | <div></div> | | | | | |
| (J) | DATE, TIME & VENUE OF PRE-BID MEETING | <p>Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) Vibhuthi Khand Gomtinagar Lucknow (U.P) -226010 14/5/2025 at 12.30 PM in Hybrid Mode (Date & Time as on ISN-ETS portal and information as available on UPNEDA website www.upneda.org.in)</p> | | | | |
| (K) | OFFLINE & ONLINE BID-SUBMISSION DEADLINE | <p>As per ISN-ETS portal -27.5.2025 Upto 6.00 PM</p> | | | | |
| (L) | TECHNO-COMMERCIAL BID OPENING | <p>As per ISN-ETS portal-28.5.2025 at 12.30 PM</p> | | | | |
| (M) | e-Reverse Auction (e-RA) | <p>Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.</p> | | | | |
| (N) | CONTACT DETAILS OF ETS e-BIDDING PORTAL | <p>https://www.bharat-electronictender.com M/s Electronic Tender.com (India) Pvt. Ltd. 1001, DLF City Court, Mehrauli-Gurgaon Rd, Sector 24, Gurugram, Haryana 122002</p> | | | | |

| | | |
|-----|---|--|
| | | 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:-9415609007, TeleFax: 0522-2720779, 0522-2720829, Email: compneda@rediffmail.com / ho_nks@rediffmail.com Website: www.upneda.org.in |
| (P) | Details of persons to be contacted in case of any assistance required | Narendra Singh Senior Project Officer Uttar Pradesh New & Renewable Energy Development Agency,Vibhuti Khand, Gomti Nagar, Lucknow Phone:-9415609007, TeleFax: 0522-2720779, 0522-2720829, Email: ho_nks@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. 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 -1

DEFINITIONS OF TERMS

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

- 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 Uttar Pradesh Electricity Regulatory Commission.
- 1.4 **BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by UPNEDA.
- 1.5 **"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;
- 1.6 **"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;
- 1.7 **BUYING ENTITY"** shall mean an End Procurer as defined in the Guidelines, including a DISCOM/ distribution licensee that requires Solar Power to fulfil its other RPO under respective RPO regulations.
- 1.8 **"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, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$.

It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

1.9 "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;

1.10 "COMPANY" shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

1.11 "CONTRACTED CAPACITY" shall mean the AC capacity in MW contracted with Procurer (UPPCL) for supply by the SPD to Procurer (UPPCL) at the Delivery Point from the Project, based on which the PPA is executed with Procurer (UPPCL).

1.12 CONTRACT YEAR" shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

- i In the financial year in which the SCSD would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- ii provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.

1.13 "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;

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

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 Award, ie the date on which the Power Purchase Agreement (PPA) shall be executed by both the parties;

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

1.18 “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 28.7.2023 including subsequent amendments and clarification thereto, if any, issued until the last date of bid submission of this RfS.

1.19 “GROUP COMPANY” of a Company means

- (i) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- (ii) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- (iii) 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;
- (iv) 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;
- (v) 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;

1.20 “INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean a single point, where the power from the solar power Project is injected into the identified STU Substations (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the 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.

1.21 “INTERESTED PARTIES” shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

1.22 “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);

1.23 “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 SCSD of the Project.;

1.24 “LETTER OF AWARD” or “LoA” shall mean the letter issued by UPNEDA to the selected Bidder for award of the Project;

1.25 “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;

1.26 “MONTH” shall mean calendar month;

1.27 “NET-WORTH” shall mean the Net-Worth as defined section 2 of the company Act, 2013;

1.28 “PAID-UP SHARE CAPITAL” shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;

1.29 “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;

1.30 “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;

1.31 “POWER PROJECT” or “SOLAR PROJECT” or “PROJECT” shall mean the solar power generation facility having separate boundary and a single point of injection into the grid at Interconnection/Metering point at Inter-connection/ Delivery/ Metering Point. 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.

1.32 “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;

- 1.33 “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 ;
- 1.34 “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 the Project and signing of PPA with UPPCL.
- 1.35 “PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- 1.36 “RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by UPNEDA including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No- **01 /UPNEDA/ Kanpur Solar Park/RfS/2025 dated 23.4.2025**
- 1.37 Scheduled Commencement-of-Supply Date ” or “SCSD”** shall mean the date as defined in Clause no 10 of RfS Documents .
- 1.38 “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;
- 1.39 “SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
- 1.40 “STATE TRANSMISSION UTILITY” or “STU”** shall mean the Board or the Government Company notified by the U.P State Government under Sub-Section I of Section 39 of the Electricity Act, 2003 i.e UPPTCL
- 1.41 “TOE”** shall mean Tender Opening Event.
- 1.42 “ULTIMATE PARENT”** shall mean a Company, which owns not less than 50% (Fifty Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.43 WEEK”** shall mean calendar week;

SECTION 2.

INTRODUCTION & INVITATION FOR BIDS

2.1 BACKGROUND & INTRODUCTION

2.1.1 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 35 MW Grid Connected Solar PV Power Project in Kanpur Nagar Solar Park & 75 MW in Kanpur Dehat 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 (UPPCL) as per the terms and conditions of the RfS Documents.

2.1.2 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 28.7.2023 and subsequent amendments dated 17.11.2023 and 2.2.2024. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 to enable procurement of Solar Power by Procurers, from grid-connected Solar Photovoltaic (PV) Power Projects, with or without Energy Storage, through tariff based competitive bidding. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.

2.1.3 Lucknow Solar Power Development Corporation Ltd (LSPDCL) a JVC of UPNEDA & SECI as SPIA (Solar Park Implementing Agency) is developing a 35 MW Solar Power Park in village Katar Tehsil Ghatampur district Kanpur Nagar and a 75 MW Solar Power Park in village Leharpur tehsil Akbarpur district Kanpur Dehat. UPNEDA wishes to invite proposals for setting up of 35 MW Grid connected Solar PV project in Kanpur Nagar Solar Power Park and 75 MW in Kanpur Dehat Solar Power Park on “BOOM” basis inside these Solar Power Parks. Aggregate capacity 110 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.

2.1.4 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 shall) 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.

2.2 INVITATION FOR BIDS

2.2.1 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 competitive bidding procedures

as per the provisions of this RfS. The respective rights of UPNEDA, UPPCL and the Bidder/SPD shall be governed by the RfS Documents/Agreement signed between UPPCL and the SPD for the project. Solar Power Developer (hereinafter referred to as SPD) selected by UPNEDA based on this RfS, shall set up Solar PV Projects on Build Own Operate and Maintain (BOOM) 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>.

2.2.2 Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA) has issued this RfS as 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.

2.2.3 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.

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.

2.2.4 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.

2.2.5 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.

2.2.6 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.

2.2.7 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.**

2.2.8 Bank details of UPNEDA

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

2.2.9 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 on ISN-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.**

- 2.2.10 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

- 2.3 Words comprising the singular shall include the plural & vice versa.

- b. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- c. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- d. 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.
- e. 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 -3

INSTRUCTION TO BIDDERS (ITB)

3.1 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 B). 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.

3.2 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 Section II clause 2.2.8
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

4. TOTAL CAPACITY OFFERED

- 4.1 Selection of Grid-connected Solar PV Power Projects for total capacity of 110 MW will be carried out through e-bidding followed by e-Reverse Auction process. The Solar Power Plants/ projects 35 MW (AC) and 75 MW(AC) will be set up inside Kanpur Nagar Solar Park & Kanpur Dehat Solar Park respectively. These Solar Power Parks are being developed by Solar Park Implementation Agency (SPIA-LSPDCL). The whole capacity in each Solar Power Park as a Project will be allocated to a single bidder.
- 4.2 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.

4.3 CAPACITY OF EACH PROJECT

| Sl. No. | Project Name | Project Capacity (MW) (AC) | District |
|---------|--------------|-------------------------------|--------------|
| 1 | Kanpur Nagar | 35 | Kanpur Nagar |
| 2 | Kanpur Dehat | 75 | Kanpur Dehat |

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.

5.0 PROJECT LOCATION

- 5.1 The proposed Projects in Solar Park are located in Uttar Pradesh, India. Project wise location are as below and details also given in Section VIII of the RfS.

| Sl. No. | Project Name | Project Capacity (MW) | Location | GPS Coordinates |
|---------|--------------|-----------------------|--|------------------------|
| 1 | Kanpur Nagar | 35 | Vill: Katar, Tehsil: Ghatampur, Dist: Kanpur Nagar | 26.1107°N 79.9795°E |
| 3 | Kanpur Dehat | 75 | Vill: Leharpur, Tehsil: Akbarpur Dist Kanpur Dehat | 26.3908°N 78.8564°E |

6. PROJECT SCOPE & TECHNOLOGY SELECTION

The SPD shall set up Solar PV Project in line with Project scope and Technology selection, at its own cost and in accordance to the provisions of this RfS document. Interconnection Delivery point will be at the Grid substation. However, from SPD (Generator) substation/switchyard, dedicated transmission line will be in scope of SPPD/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.

7 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 shall submit a single bid for one or for both projects (75 MW & 35 MW). Details of projects are mentioned in Clause 4 of Section-3 of this RfS.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- (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 Project is elaborated in Section-5 of RfS.

8. CONNECTIVITY WITH THE GRID

8.1 Refer Clause 4 of Section-8 of the RfS

9. ENERGY SUPPLY BY THE SOLAR POWER DEVELOPER

9.1 CRITERIA FOR ENERGY SUPPLY

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise it once within first year after the date of commencement of power from first part capacity of the Project or full Project capacity, whichever is earlier. 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 panels 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.

In any Contract Year, except for the Contract Year ending on 31st March immediately after the date of commencement of power from the Project the SPD will be required to maintain energy supply corresponding to the minimum CUF as declared in the agreement for 2(two) consecutive years. In case of not able to maintain energy supply corresponding to minimum CUF , the SPD