

shall be in default and the SPD yearly minimum CUF obligation shall get reduced to the average of actual CUF for the 2 default years and the SPD shall be obligated to pay to the UPPCL lump-sum damages equivalent to 24 (twenty-four) months or balance PPA period whichever is less, of the tariff, for the reduction in yearly minimum CUF obligation.

The lower limit will, however, be relaxable by UPPCL to the extent of non-availability of grid for evacuation which is beyond the control of the SPD.

For the first year of operation of the Project, the annual CUF shall be calculated for the complete calendar year after COD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete calendar year before the expiry of the PPA.

9.2 SHORTFALL IN GENERATION

If for any Contract Year, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall shall be dealt as per the applicable provisions of the PPA

10. COMMENCEMENT OF POWER SUPPLY

Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by the U.P. Electricity Grid Code, 2007, as amended from time to time. It is clarified that UPPCL/UPNEDA shall bear no responsibility in declaration of commissioning/COD of the Project. UPNEDA /UPPCL's scope will be limited to verifying the installation of rated capacity(ies) of the Project, with respect to the Contracted Capacity as part of the PPA. Prior to declaration of commencement power supply, the SPD shall submit COD certificate obtained from UPNEDA for the corresponding Installed Capacity to UPPCL as part of the requisite documents. Further, the SPD shall submit requisite documents as mentioned below, at least 30 days prior to part/full commencement of supply of power from the Project to UPPCL/UPNEDA

- i. Intimation regarding the timeline for commencement of supply of power from the Project.
- ii. Installation report duly signed by the authorized signatory as per Appendix -A1-2 of the RfS.
The SPD is advised to take due care in furnishing such Installation Report.
- iii CEI/CEIG (as applicable) report containing approval for all the components, including modules, inverters, transformers and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate.
- iv Approval of Metering arrangement/scheme from STU or any other authority as applicable
- v SLDC registration certificate
- vi Document pertaining connectivity of the Project to grid substation
- vii Plant Layout, Plant (AC & DC) SLD
- viii Documents to establish the compliance of technical requirement as per PPA/RfS

- ix Invoices against purchase of the solar modules, Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of solar modules and inverters at site along with certified summary sheet by the authorized signatory.

X SLDC Registration certificate .

The date of onset of commercial offtake of power by UPPCL/Power Procurer shall be determined as the date of commencement of power supply under the RfS/PPA.


10.1 PART COMMENCEMENT OF SUPPLY OF POWER

Part Commencement of supply of power from the Project shall be accepted by UPPCL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 % of the project capacity (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, the SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the PPA.

10.2 COMMENCEMENT OF SUPPLY SCHEDULE AND PENALTY FOR DELAY IN COMMENCEMENT OF SUPPLY

- a. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 24 months from the Effective Date of the PPA.
- b. The maximum time period allowed for commencement of supply of power supply from the full Project capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD(if applicable).
- c. In case of delay in commencement of supply of power beyond the SCSD until the date as per Clause 10.2.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 75 MW capacity, if commencement of power supply from 15 MW capacity is delayed by 18 days beyond the SCSD/ extended SCSD, then the penalty shall be calculated as: $PBG \text{ amount} \times (15/75) \times (18/180)$. For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.
- d. For delay in commencement of power supply beyond the date as per Clause 10.2.b above, the Contracted Capacity shall stand reduced to the Project Capacity that has commenced supply of power until the date as per Clause 10.2.b above, and PPA for the balance Contracted Capacity will stand terminated.

11. EARLY COMMENCEMENT OF SUPPLY OF POWER

-  The SPD shall be permitted for commencement of supply of power from full as well as part capacity of the Project even prior to the SCSD. The SPD shall give fifteen (15) days advance notice to UPPCL regarding the advance commissioning of full or part capacity .UPPCL will give acceptance for availing such power within 15 days from the date of service of notice .In case UPPCL does not gives its acceptance to purchase power within the stipulated period,the SPD will be free to sell the power

to the extent not accepted by UPPCL in the power exchange or through bilateral arrangements. In case UPPCL/Buying Entity agrees to purchase power from such early part/full Contracted Capacity prior to SCSD, such power will be purchased by UPPCL at the PPA tariff.

12. CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

UPNEDA will support the SPD in obtaining clearances from the State Government and other departments/local body but the charges/fees will be borne by the SPD.

The SPD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

13. EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit (EMD) of INR 8,00,000/MW (Indian Rupees Eight Lakhs /MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 180 days from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

13.1 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

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

13.3 FORFEITURE OF EMD:

The BG towards EMD shall be encashed by UPNEDA without any notice, demure, or any other legal process upon occurrence of any of the following cases :

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, UPPCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 18 of the RfS or does not execute the PPA within the stipulated time period;
- c. 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;

- d. If the bidder fails to furnish required Performance Bank Guarantee/POI/Insurance surety Bond /any instrument approved in GFR issued by GOI in accordance with Clause 14 of the RfS.

13.4 PAYMENT ON ORDER INSTRUMENT (POI):

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by UPNEDA within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 B of the RfS, within the timelines as per Clause 13.1 above, for the amount and validity period as per those Clause 13.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

13.5 Insurance Surety Bond:

As an alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by UPNEDA within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3 E of the RfS, within the timelines as per Clause 13.1 above, for the amount and validity period as per Clause 13.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD”

13.6 Other Instrument as approved in GFR

As an alternative to submission of EMD as above, the bidder also has an option to submit any other instrument approved in General Financial Rules as amended from time to time by Central Government (GOI) . The instrument issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by UPNEDA within the provisions of RfS/PPA. This instrument would be furnished , within the timelines as per Clause 13.1 above, for the amount and validity period as per Clause 13.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ detail of any other instrument /against EMD”

14. PERFORMANCE BANK GUARANTEE (PBG)

Bidders selected based on this RfS shall submit Performance Guarantee for a value @ INR **20,00,000/MW/Project** (Indian Rupees Twenty Lakhs /MW/Project) prior to signing of PPA to UPPCL . It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 12 months

after the SCSD of the Project. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form by UPPCL, the BG submitted towards EMD shall be returned by UPNEDA to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the SPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the SPD prior to expiry of validity of the PBG.

- 14.1 Performance Bank Guarantees (PBGs) shall be submitted separately for each Project. The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.
- 14.2 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 32.3 of the RfS.
- 14.3 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 14.4 UPPCL has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by UPPCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with UPPCL.
- 14.5 The selected Bidder for the Project selected based on this RfS is required to sign PPA with UPPCL within 30 days after the issue of LoA . In case, UPPCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 18 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by UPNEDA on behalf of UPPCL from the Bank Guarantee available with UPNEDA (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/SPD agrees that in case of invocation of BG, UPPCL is under no obligation to produce any estimate of loss in this regard.
- 14.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

- 14.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs.
- 14.8 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 14.9 After the bidding process is over, UPNEDA shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e-RA).
- 14.10 UPPCL shall return / release the Performance Bank Guarantee/ Payment on Order Instrument/Insurance Surety Bond or any other submitted instrument as approved in GFR of GOI amended from time to time within 45 days of actual commencement of supply date of the Project after taking into account any liquidated damages / penalties due to delays in commencement of power supply beyond SCSD as per provisions stipulated in this Agreement. In case of part commencement of supply of power, PBG corresponding to such part capacity shall be released within 45 days of the actual commencement of supply date.
- 14.11 **PAYMENT ON ORDER INSTRUMENT (POI):**

As an alternative to submission of PBG as above, the SPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by UPPCL within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 14.0 above, for the amount and validity period as per those Clause 14.0 above. In case the SPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 14.0 above, will be applicable in this case too. The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.

14.12 Insurance Surety Bond (Surety Bond):

As an alternative to submission of PBG as above, the SPD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by UPPCL within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3 F of the RfS, within the timelines as per Clause 14.0 above, for the amount and validity period as per Clause 14.0 above. In case the SPD chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 14.0 above, will be applicable in this case too.

The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)/ Insurance Surety Bond”

14.13 Other Instrument as approved in GFR

As an alternative to submission of PBG as above, the bidder also has an option to submit any other instrument approved in General Financial Rules as amended from time to time by Central Government (GOI) . The instrument issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by UPPCL within the provisions of RfS/PPA. This instrument would be furnished, within the timelines as per Clause 14.0 above, for the amount and validity period as per Clause 14.0 above.

The term “Bank Guarantee (BG) towards/ against” PBG” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ detail of any other instrument /against PBG

15 POWER PURCHASE AGREEMENT (PPA)

- 15.1 UPPCL shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between UPPCL and the selected SPG will be made available on website ISN-ETS <https://www.bharat-electronicstender.com> and also in UPNEDA website www.upneda.org.in The PPA shall be signed within 30 (Thirty) days from the date of issue of LoA (*for e.g. If the LOA is dated 20.11.2024 then the last date of signing of PPA shall be 19.12.2024*). PPA will be executed between UPPCL and selected bidder or its SPV separately for both Project.
- 15.2 The PPAs shall be valid for a period of 25 years from the SCSD. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD and UPPCL.
- 15.3 The Performance Bank Guarantee as per Clause 14 above shall be submitted by the SPD prior to signing of PPA between UPPCL and the SPDs, UPPCL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 15.4 Successful Bidders will have to submit the required documents for PPA to UPPCL within 20 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, UPPCL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date as on 30 days from the date of issue of LoA. Subsequent to expiry of the 30-day period after the issuance of LoA, in case UPPCL intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.
- 15.5 UPPCL will be obliged to buy the entire power as per generation schedule, to be provided by the SPDs subject to limitations as per the PPA, required under grid regulations. However, the SPDs are required to achieve energy supply within the minimum and maximum CUF limits as stipulated in clause 9.1.
- 15.6 The SPDs will be free to reconfigure and repower their plants from time to time during the PPA duration at its own risk and cost, pursuant to Clause 9.1 above. However, UPPCL will be obliged to buy power only upto the Contracted Capacity as per the PPA.

16.0 SHAREHOLDING BY THE PROJECT PROMOTER

- 16.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall provide information about its promoter and their shareholding in the Company before signing of PPA with UPPCL.
- 16.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable. Following shall not be considered as change in shareholding as mentioned above
- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
 - ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 - iv. Transfer of shares within the members of Immediate Promoter Group only.
 - v. Transfer of shares to IEPF.
 - vi. Issue of Bonus Shares.
- 16.3 **In case of the successful Bidder itself executing the PPA**, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/Consortium until 01 (one) year after the SCSD, except with the prior approval of UPPCL.
- 16.4 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after SCSD.
- 16.5 **In case of Project being executed through SPVs**, the Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of UPPCL. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after SCSD, except with the prior approval of UPPCL. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the SCSD, except with the prior approval of UPPCL.
- 16.6 Any change in the shareholding after the expiry of 01 years after SCSD can be undertaken under intimation to UPPCL.
- 16.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to UPPCL.

17 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- (i) The Project shall achieve Financial Closure within 12(twelve) months from the date of signing of the Power Purchase Agreement (PPA) (for e.g. if Date of signing of PPA is 07.01.2024, then scheduled Financial Closure date shall be 06.11.2025).

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

- (ii) The SPD shall furnish documentary evidence to demonstrate that required land for project development have been obtained on Right to Use Basis from SPPD **which is LSPDCL {A Joint Venture between UPNEDA & Solar Energy Corporation of India-(SECI)}**. In this regard the SPD shall be required to furnish the following documentary evidences to establish obtaining land provided on “Right to Use Basis” to SPD.
- (a) **Land Use cum Implementation & Support Agreement (LUISA) with Solar Park Power Developer (SPPD) (LSPDCL) for associated infrastructure & allotment of land as per terms and conditions as mentioned in the LOA**
- (b) All agreements and approvals, clearances from SPPD related to the project along with all necessary supporting documents.
- (iii) In case of delay in achieving above condition terms as in PPA will be applicable.

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

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure - B and Annexure – C. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 7.1**
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2**
3. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the

respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

4. Bank Guarantee/POI/Insurance Surety Bond against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3B/7.3 E.
5. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with UPPCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
8. Undertaking as **per Format 7.7**
9. A disclosure statement as per **Format 7.8/7.8 A** regarding participation of any related companies in the bidding process.
10. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project).
 - a. **Attachments** Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which

highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

- b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- c. A certificate of shareholding of the bidding company, its parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RfS to UPNEDA as per Clause No. 18, Section-3, Instructions to Bidders (ITB) of RfS. UPNEDA reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2021-2022, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted
- e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

11. Covering letter of the financial bid as per Format - **7.10**.

12. Break-up of the Preliminary Estimate of Cost of Solar PV Project as per **Format 7.11** (separately for each project)

19. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- 19.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

- 19.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause No. 15 Section-III, Instructions to Bidders, ITB of RfS.
- 19.3 If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, UPNEDA reserves the right to reject such response to RfS and/ or cancel the Letter of Award , if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 19.4 If the event specified at 19.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 19.5 Response submitted by the Bidder shall become the property of the UPNEDA and UPNEDA shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 13 of the RfS.
- 19.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA and PSA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 19.7 The response to RfS shall be submitted as mentioned in Clause No. 18, Section-III, and Instructions to Bidders (ITB) of RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, UPNEDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 19.8 The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the **relevant Bid-part** is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of technical bid.
- 19.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 19.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 19.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by UPNEDA.
- 19.12 Response to RfS not submitted in the specified formats will be liable for rejection by UPNEDA.
- 19.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

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

20. NON-RESPONSIVE BID

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

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

- (a) Non-submission of the requisite Cost of RfS and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission;
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid
- (e) Non-submission of payment details against Cost of RfS and/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form
- (g) Except for the scenario as per Clause 7 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

21. METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

21.1 DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)

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

Bidding Envelope: Super scribed as "Bidding Envelope containing i) Covering Envelope, ii)

Pass Phrase Envelope -1 & iii) Pass Phrase Envelope -2” at the top of the Envelope and **“Name & Address of the Bidder”** on the left hand side bottom must contain the following

I. **Covering Envelope:** Super scribed as **“Covering Envelope”** must contain the following

- DD/ Pay order or transaction voucher towards Cost of RfS Document as mentioned in Bid Information Sheet.
- Processing Fee in the form DD/ Pay Order or transaction voucher as mentioned in the Bid Information Sheet.
- Earnest Money Bank Guarantee as mentioned as per Clause 13 (as per Format 7.3A / 7.3 B/7.3 E).
- Covering Letter as per Format-7.1
- Power of Attorney as per Format 7.2 (if applicable),
- Board Resolution as per Format 7.4
- Consortium Agreement as per Format 7.5 (if applicable)
- GSTN along with respective registered address of the Bidder on the letterhead of the Bidder (signed by the Authorized signatory)

I **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope.

II **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope.

The bidding envelope shall contain the following sticker

Response to RfS for Setting up of 110 MW Grid Connected Solar PV Power Projects in district Kanpur Dehat and Kanpur Nagar	
Capacity of the project applied for	_____ MW
No. of Projects Bid for	One or two
RfS Reference No.	/UPNEDA/ Kanpur solar Park /RfS/2025 dated /3/2025
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow Email: compneda@rediffmail.com / ho_nks@rediffmail.com Website: www.upneda.org.in

21.2 **DOCUMENTS TO BE SUBMITTED ONLINE**

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

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

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

TECHNICAL BID (FIRST ENVELOPE)

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

Formats - 7.1, 7.2 (if applicable), 7.3 A/7.3 B/7.3 E, 7.4, 7.5 (if applicable), 7.6, 7.7 (if applicable), 7.8 /7.8 A and 7.9 as elaborated in Clause No. 21, Section-3, Instructions to Bidders (ITB).

- (a) All attachments elaborated in Clause No. 18, Section-3, Instructions to Bidders (ITB), under the sub-clause 10, Attachments with proper file names.
- (b) All supporting documents regarding meeting the eligibility criteria.
- (c) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet
- (d) Scanned Copies of requisite amount of Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet.
- (e) Scanned and stamped copy of RfS & Standard PPA document

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

Submission of Pass-phrases: In line with Clause 19.8, and Annexure-B, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technocommercial bid.

I. FINANCIAL BID (SECOND ENVELOPE)

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

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

The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS Portal within the bid submission deadlines and fails to submit the offline documents in the office of UPNEDA within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS Portal. Similarly, bids submitted offline but without any online submission on ISN-ETS Portal shall not be opened and the EMD shall be returned to the respective bidder. . In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.
- (e) **In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of**

the online or offline bid documents to UPNEDA), the respective amounts paid to UPNEDA will be refunded without any interest payment, to the respective Bidder.

22 NOTICE BOARD FOR DISPLAY

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

___ MW Grid Connected Solar PV Project
Owned and operated by
----- (insert name of the SPD)
[Under Kanpur Nagar/Kanpur Dehat Solar Park,
Uttar Pradesh
Village:....., Tehsil....., District.....]

23 VALIDITY OF THE RESPONSE TO RFS

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

24 BID PREPARATION COST

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

25. CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

- 25.1 Clarifications/ Doubts, if any, on RfS document may be sought till 20/5/2025 UPNEDA will make all efforts to respond to the queries.
- 25.2 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.

Enquiries/clarifications may be sought by the Bidder from:

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 9415609007 ,
Tele Fax: 0522-2720779, 0522-2720829
Email: compneda@rediffmail.com, ho_nks@rediffmail.com
Website: www.upneda.org.in

- 25.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet on 14/5/2025 at 12.30 PM in Hybrid Mode (Venue and virtual joining link to be notified later on)

UPNEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfP and make its own judgment regarding the interpretation of the same. In this regard UPNEDA shall have no liability towards any Bidder and no Bidder shall have any recourse to UPNEDA with respect to the selection process. UPNEDA shall evaluate the Bids using the evaluation process specified in Section V, at its sole discretion. UPNEDA's decision in this regard shall be final and binding on the Bidders.

26 RIGHT OF UPNEDA TO REJECT A BID

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

Note: In the event of cancellation of LoAs prior to signing of PPAs, bid processing fee will not be refunded.

27 POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Commissioning, commencement of power supply, etc. will be the sole responsibility of SPD. UPNEDA/UPPCL shall not be liable for issuing any intimations/ reminders to SPD for timely completion of milestones and/ or submission of compliance documents.

- (I) Any checklist shared with SPD by UPNEDA /UPPCL for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPD.
- (II) Tax implications, if any, on procurement of capacity under this RfS, will be borne by the SPD.
- (III) Successful Bidders /SPD will deposit the regulatory fees sought by UPNEDA at the time of submission of petition for approval of PPA and adoption of Tariff to UPERC.