

## **CORRIGENDUM**

**RfP No.: 01 /UPNEDA/Solar Park/RfS/2021dated: 29.01.2021**  
Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA)  
(Deptt. of Additional Sources of Energy, Govt.of U.P.)  
VibhutiKhand, Gomti Nagar, Lucknow-226010  
Tel.No. 9415609019 ,91-0522-2720652, Fax: 0522-2720779, 2720829  
**Website:www.upneda.org.in E-Mail: [compneda@rediffmail.com](mailto:compneda@rediffmail.com)**

UPNEDA invited Online Bids (e-tenders) for selection of Solar Project Developers for setting up of total 275 MW capacity Grid connected SPV Power Projects in UP Solar Park located at Kanpur Dehat and Jalaun districts of Uttar Pradesh for procurement of Power through Tariff based competitive Bidding Process on the basis of International competitive Bidding Process in accordance with Ministry of Power “Tariff based bidding Guidelines for solar PV Power Projects” as per the details given in e-tender document.

Last date for submission of bids is now extended to 11/03/2021 till 6.00 PM. The on line technical bid shall be open on 12/3/2021 at 12:30 P.M. The details can be seen or downloaded from website: [www.bharat-electronictender.com](http://www.bharat-electronictender.com)

Director, UPNEDA reserves the right to reject any or all tenders without assigning any reason thereof.

Director UPNEDA

## **CORRIGENDUM-1**

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. Amendments in the e- tender document proposed are as below

<b>S. No</b>	<b>Clause No</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
1.	<b>Bid Information Sheet (g) DOCUMENT PROCESSING FEE</b>	Rs. 3 Lakh +18% GST for each Project > 50 MW capacity, Rs. 5 Lakh + 18% GST for each Project of 50 MW and above	Rs. 3 Lakh +18% GST for each Project < 50 MW capacity, Rs. 5 Lakh + 18% GST for each Project of 50 MW and above
2.	<b>RfS Section –II Invitation for bids(IFB) clause -6</b>	UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at <b>INR 3.25/ kWh</b> for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess if applicable as on the last date of bid submission.	UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at <b>INR 3.00/ kWh</b> for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess if applicable as on the last date of bid submission.
3	<b>RfS Section V Bid Evaluation &amp; Selection of Project 1.b.3</b>	In this step, evaluation will be carried out for each Project separately based on tariff quoted by Bidders. Tariff has to be less than or equal to INR 3.25/ kWh separately for each project. Those bids where tariff quoted for any of the project is more than INR 3.25/ kWh, shall be summarily rejected for	In this step, evaluation will be carried out for each Project separately based on tariff quoted by Bidders. Tariff has to be less than or equal to INR 3.00/ kWh separately for each project. Those bids where tariff quoted for any of the project is more than INR 3.00/ kWh, shall be

		that particular project	summarily rejected for that particular project
	<b>PPA Clause 4.62</b>	<p>The maximum time period allowed for commissioning of the full Project Capacity without encashment of Performance Bank Guarantee shall be limited to 15 months from the Effective Date of this Agreement. In case, the Commissioning of the Project is delayed beyond 21 months from the Effective Date, it shall be considered as an SPD Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced / amended to the Project Capacity Commissioned within 21 months of the Effective Date and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.</p>	<p>The maximum time period allowed for commissioning of the full Project Capacity without encashment of Performance Bank Guarantee shall be limited to 15 months from the Effective Date of this Agreement. Subject to clause 11 of this PPA, delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties, on the SPD, as detailed below:</p> <p>a) For Delay in commissioning upto 6 (six) months from Scheduled Commissioning Period, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.</p> <p>b) For Delay in commissioning beyond six months from Scheduled Commissioning Period, SPD Event of Default, as per clause 13.1 of this PPA, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.</p> <p>(ii). In case of, any delay in handing over land to the Solar Power Developer (SPD) by SPIA in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance</p>

			10% of land.
	<b>RfS Section III Clause 8.2 &amp; PPA Clause 4.4.1</b>	“-----on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation supply of power under the PPA, subject to a minimum of 25% of the cost of this shortfall in energy terms, calculated at PPA Tariff.	“.....on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation to procurer equal to 25% of the cost of this shortfall in energy terms, calculated at PPA Tariff.”
	<b>PPA ARTICLE 12: CHANGE IN LAW Addition as 12.1.b</b>	Addition 12.1.b	In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Developer then in , order to ensure that the Solar Power Developer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Developer / Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.
	<b>RfS Section VI Other Provisions Clause 4.4</b>	<b>GREEN BELT DEVELOPMENT</b> It is proposed to develop green belt around the periphery of various project appurtenances, project colony, etc. The purpose of Greenbelt around the project site is to capture the fugitive emissions, attenuate the noise pollution generated and improve the aesthetics.  The proposed green belt at the project site will form an effective barrier between the plant and the surroundings. Open spaces, where tree plantation may not be possible, will be covered with shrubs and grass to prevent erosion of topsoil. Adequate	deleted

		attention shall be paid to plantation of trees, their maintenance and protection based on the geology, soil condition and topography of the site area.	
	<b>PPA Page 67 Schedule-1 Particulars of Project point 20</b>	Scheduled Month /Year of Commissioning-----18months	Scheduled Month /Year of Commissioning----- 15months
	<b>RfS, Section – II Invitation for Bids clause 10</b>	“.....These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS. In case of any difference in interpretation between this RfS document and said guidelines.	.....These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.”
	<b>RfS Format for Financial Requirement Format 7.6</b>	<p>We certify that the Bidding Company/ Member in a Bidding Consortium has a <u>Net Worth</u> of INR ..... Crore (.....in words) as on the last date of previous Financial Year, i.e. FY 2018-19, if available, or FY 2017-18, or as on the day at least 7 days prior to the bid submission deadline.</p> <p>Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an <u>Annual Turnover</u> of INR _____ (_____in words) as on the last date of previous Financial Year, i.e. FY 2018-19, if available, or FY 2017-18, or as on the day at least 7 days prior to the bid submission deadline</p> <p>Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a <u>Profit Before Depreciation Interest and Taxes</u> (PBDIT) of INR _____ (in words) as on the last date of previous Financial Year, i.e. FY 2018-19, if available, or FY 2017-18, or as on the day at least 7 days prior to the bid</p>	<p>We certify that the Bidding Company/ Member in a Bidding Consortium has a <u>Net Worth</u> of INR ..... Crore (.....in words) as on the last date of previous Financial Year, i.e. FY 2019-20, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline.</p> <p>Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an <u>Annual Turnover</u> of INR _____ (_____in words) as on the last date of previous Financial Year, i.e. FY 2019-20, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline</p> <p>Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a <u>Profit Before Depreciation Interest and Taxes</u> (PBDIT) of INR _____ (in words) as on the last date of previous Financial Year, i.e. FY 2019-20, if available, or FY 2018-19, or as on</p>

		submission deadline ( <i>Strike out if not applicable</i> ).	the day at least 7 days prior to the bid submission deadline ( <i>Strike out if not applicable</i> ).
<b>PPA Page 5 point C</b>	Uttar Pradesh Power Corporation Ltd. (UPPCL) hereinafter referred to as “Procurer”, has been duly authorized to enter into this 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 and will directly purchase power generated from these selected 500 MW Solar PV Projects for 25 years	Uttar Pradesh Power Corporation Ltd. (UPPCL) hereinafter referred to as “Procurer”, has been duly authorized to enter into this 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 and will directly purchase power generated from these selected 275 MW Solar PV Projects for 25 years	
<b>RfS Section III ITB clause 11.1 A</b>	Non submission of the PBG by the successful bidder(s) may lead to cancellation of the Letter of Intent of such successful bidder(s) by UPNEDA, and thereafter, the provisions of Clause 2.23.2 shall be applicable.	Non submission of the PBG by the successful bidder(s) may lead to cancellation of the Letter of Intent of such successful bidder(s) by UPNEDA, and thereafter, the provisions of Clause 10.1 shall be applicable.	
<b>PPA Article 13.1 SPD Event of Default, 13.1.1</b>	(i) the failure to commission the plant within the stipulated time or failure to commence supply of power to Procurers up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of ‘18 months for plants at a single location ’; [Developer to retain condition as per the plant capacity allocated] ; or	(i) the failure to commission the plant within the stipulated time or failure to commence supply of power to Procurers up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of ‘15 months for plants at a single location ’; [Developer to retain condition as per the plant capacity allocated] ; or	