

**UTTAR PRADESH NEW AND RENEWABLE ENERGY  
DEVELOPMENT AGENCY (UPNEDA)**

**TENDER DOCUMENT**

**FOR**

**Operation & Maintenance of Mini-Grid & DDG Solar Power Plants  
Installed in Various District of Uttar Pradesh**

**on**

**Revenue Model Basis**

**Tender No.: 01/UPNEDA/Minigrid & DDG/Revenue Based Contract-  
O&M/2023-24**



**Uttar Pradesh New and Renewable Energy Development Agency**

(Dept. of Additional Sources of Energy, Govt. of UP) Vibhuti Khand, Gomti Nagar, Lucknow 226010

Tel.No: 9415609008, 0522-2720829, 2720779,

Website: <http://www.upneda.org.in> E-Mail: dirupneda@gmail.com

## Tender Notice

**Bid NO.: 01/UPNEDA/Minigrid & DDG/Revenue Based Contract-O&M/2023-24**

### **Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)**

(Deptt. of Additional Sources of Energy, Govt. of U.P.)

Vibhuti Khand, Gomti Nagar, Lucknow, U.P.-226010 Tel.No.- 0522-2720652

Website: [www.upneda.org.in](http://www.upneda.org.in) E-Mail: [dirupneda@gmail.com](mailto:dirupneda@gmail.com)

UPNEDA invites bids from experienced and interested firms for “**Operation & Maintenance of Mini-Grid & DDG Solar Power Plants Installed in Various District of Uttar Pradesh on Revenue Model Basis**”. The detailed scope of the work with eligibility conditions is described in the Bid Document.

The tender document is available at the website **<https://etender.up.nic.in>** portal. It will also be available on **[www.upneda.org.in](http://www.upneda.org.in)**. The interested bidders may view, download bid document and submit their bid upto the date mentioned in the table below :-

a)	Publication of Tender	12 May, 2023
b)	Availability of the bid document on web site (date and time)	12 May, 2023
c)	Bid submission end date and time	22 May, 2023 at 06:00 PM
d)	Technical bid opening date and time	23 May, 2023 at 11:00 AM
e)	Financial bid opening date	To be decided after evaluation of Technical Bid.
f)	Venue of opening Technical & Financial-bid is UPNEDA Head Office.	

As such the hard copies of the tender document is not required to be sent, however the Earnest Money of Rs. 2,50,000/- + GST Rs. 45,000/- total Rs. 2,95,000/- as Fixed Deposit or Demand Draft and other relevant documents (as detailed in the bid document), should reach UPNEDA's head office latest by 22 May, 2023 at 06:00 PM. The Demand draft of any nationalized or Scheduled bank should be in favour of Director, UPNEDA.

All updation/information about above tender will be published on **website <https://etender.up.nic.in>** portal. It will also be available on **[www.upneda.org.in](http://www.upneda.org.in)**

The Director, UPNEDA reserves the right to reject any/all offer without assigning any reason thereof. The decision of the Director, UPNEDA shall be final and binding.

**DIRECTOR  
UPNEDA**

**Covering Letter:**

FROM:

(Full name and address of the Bidder)

.....

.....

To:

The Director,  
Uttar Pradesh New and Renewable Energy  
Development Agency (UPNEDA)  
Vibhuti Khand, Gomti Nagar, Lucknow- U. P.

Subject: - Offer in response to Tender NO.: **01/UPNEDA/Minigrid & DDG/Revenue Based Contract-O&M/2023-24**

Sir,

We hereby submit our offer in full compliance with terms & conditions of the above tender. The document, duly signed on each page along with all the required documents and earnest Money Rs. .... + GST Rs. .... total Rs. .... issued in favour of Director, UPNEDA by ..... (bank Name), branch..... is also submitted as a proof of our acceptance of all terms/Conditions.

**Details of Bid Document and Fee Deposition**

- A. Bid Security (Earnest Money) : Deposited by DD/ FDR No ..... Dated.....  
in favour of Director UPNED : Issued by: Bank & Branch .....  
: Amount(Rs.) .....

The Earnest money should be issued by State Bank of India or any Nationalized or Scheduled commercial Bank in favour of Director, UPNEDA is enclosed.

Photo of the DD towards Earnest money is uploaded on the website along with the tender and other relevant documents., only EMD (as directed) and other relevant document are to be submitted. The complete bid document in hard copy is not required to be submitted.

We confirm that, we have the capability "**To Operate & Maintain Minigrid & DDG Solar Power Plants of various district in Uttar Pradesh on Revenue Model Basis**".

(Signature of Bidder)

With Seal

## 1. GENERAL PARTICULARS OF BIDDER

(i)	Name of Bidder	
(ii)	Postal Address	
(iii)	Mobile no.	
(iv)	Telephone, Telex, Fax No	
(v)	E-mail	
(vi)	Web site	
(vii)	Name, designation and Mobile Phone No. of the representative of the Bidder to whom all references shall be made	
(viii)	Have anything/extra other than price of items (as mentioned in price Schedule) been written in the price schedule.	
(ix)	Have the Bidder is presently debarred/blacklisted by any Govt. Deptt./Undertaking for undertaking any work at the time of bid submission?	
(x)	Details of offer (please mention number of pages and number of charts /tables in the hard copy)	
(xi)	Reference of any other information attached by the tenderer (please Mention no. of pages & no. of charts/tables	
(xii)	Bank Gaurantee No./FD/DD no. and bank details for the EarnestMoney	
(xiii)	Details of FDR or DD for Earnest Money with bank details	

## 2. Check list

S. No.	Eligibility Criteria	Particulars	Documents to be submitted	Particulars in brief of the Documents submitted by Bidder on Covering Letter.
1	<b>Earnest Money</b>	The bidder should submit EMD in the form of BG or DD or FD of Rs 2.5Lakhs.	Format for Bank Guarantee	As Annexure-1
2	<b>Company Eligibility</b>	The bidder should be a firm registered/incorporated under Companies Act, 1956 or Companies Act, 2013/ and further amendment (s), or a registered partnership firm (registered under section 59 of the Partnership Act, 1932)or a limited liability partnership (under then Limited Liability Partnership Act, 2002) or proprietorship or under Society act.	Certificate of Incorporation issued by the Registrar of Companies	Relevant certification proof showing the establishment of firm in respective category.
4	<b>GSTIN</b>	A copy of valid GSTIN registration certificate.		issuing date----- ----
5	<b>Financial Turnover</b>	Overall Average Annual Turnover (ATO) in the last five financial year's i.e, 2017-18, 2018-19, 2019-2020 , 2020-2021 and 2021-22 should be at least Rs 6 crores Out of above mentioned five years, best performing three years will be consider for evaluation of Average Annual Turnover. Only bidding Company's turnover/ network will be considered. This must be the individual Company's turnover and not that of any group of companies/consortium). (A summarized sheet of average turnover certified by registered CA should be submitted)	Duly authorized copy of audited annual report/ Balance Sheet for last three years is to be submitted by respondent along with CA certificate.	M/s _____ 2017-2018----- 2018-2019 ----- 2019-2020 ----- 2020-2021----- 2021-2022----- Average turnover Rs-----
6	<b>Technical Experience</b>	The bidder should have minimum five years of experience in building, owning and operating minigrids (atleast 50 sites) in state of Uttar Pradesh of cumulative capacity 3000 KW or above. Documentary proof like compliance report duly submitted at UPERC as per minigrid regulations vide notification no. UPERC/Secy/VCA/Regulations/2016 -020 dated: 06.04.2016 etc.		Tabular details comprising of Minigrid site details, Plant Capacity, Customer Base;

7	<b>Financial Eligibility</b>	<ul style="list-style-type: none"> <li>The bidder must have a minimum net worth of 100 crores in last financial year 21-22.</li> <li>The bidder should also have a minimum turnover of INR 4 Crores from its minigrid business in fy 21-22.</li> </ul>	Duly authorized copy of audited annual report is to be submitted along with a practicing CA's certificate.	
8	<b>Notarized Affidavit by the Bidder</b> (A notarized affidavit Should be submitted on non-judicial stamp paper )	Bidder should not have been Debar/blacklisted by any of the State/Central Government or organizations of the State/Central Government. (A notarized affidavit Should be submitted on non-judicial stamp paper )		
		Bidder should not have any dues of income tax and GST of the State/ Central Government. (A notarized affidavit Should be submitted on non-judicial stamp paper )		
		All the information and documents submitted in the Bid are correct.		
		General and specific/Technical terms of contract are acceptable to Bidder in to without any deviation.		

Note:-

- Bids received without supporting documents for the various requirements mentioned in the Bid document may be rejected.
- No extra paper Other than required as above should be submitted in Bid.

**(Signature of Bidder)**  
**With Seal**

### 3. DECLARATION BY THE BIDDER

We \_\_\_\_\_ (hereinafter referred to as the Bidder) being desirous of Bid for the work under the above mentioned Bid and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the Bid document,

#### DO HEREBY DECLARE THAT

1. The Bidder is fully aware of all the requirements of the Bid document and agrees with all provisions of the Bid document.
2. The Bidder is capable of maintaining and servicing as required in the scope of work of the Bid.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the Bid.
4. The Bidder has no collusion with other Bidders, any employee of UPNEDA or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of UPNEDA or any of its employees, but only by the Bid document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of UPNEDA.
8. The information and the statements submitted with the Bid are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been debarred from similar type of work by UPNEDA and or Government undertaking/ Department.
11. This offer shall remain valid for acceptance for 3 Months from the date of opening of financial part of Bid.
12. The Bidder gives the assurance to execute the work as per specifications terms and conditions.

(Signature of Bidder)  
with SEAL

## Table of Contents

1. Introduction.....	9
2. Objective.....	9
3. Scope of Work .....	9
4. Role and functions of Operator:- .....	10
5. Documents to be enclosed with the bid .....	10
6. PREPARATION OF BID.....	12
7. UPLOADING OF BID .....	14
8. BID OPENING AND EVALUATION .....	15
9. PROCEDURE FOR FINALIZATION OF BID.....	16
GENERAL CONDITIONS OF CONTRACT.....	17
1. DEFINITIONS .....	17
2. Financial Proposal .....	17
3. Evaluation.....	17
4. Earnest Money/ Bid Security:.....	18
5. Performance Security: .....	18
6. Instruction to Bidders .....	18
7. Clarification & Amendments to BID.....	18
8. Withdrawal of Invitation to Bid.....	19
9. Validity of Proposals .....	19
10. Conflict Of Interest .....	19
11. Rights of UPNEDA .....	19
12. Governing Law & Jurisdiction: .....	19
13. Termination of Bid : .....	19
14. Transfer/Sublet the work: .....	19
15. Settlement of Dispute and Arbitration:.....	20
16. Termination of Contract .....	20
Appendix-I .....	
Appendix-II .....	



## **1. Introduction**

Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) is a State Nodal Agency for implementation of various Renewable energy Programs in Uttar Pradesh. To Promote Decentralized Power Generation to meet the Minimum household needs of lighting, fan, mobile charging etc. in rural areas, the government of Uttar Pradesh announced Mini Grid Policy 2016. Under Mini grid policy Uttar Pradesh government had installed 16 Nos. of Solar Mini grid power plants having aggregate capacity of 2.332 MW and under Decentralized Distributed Generation scheme of GoI 28 nos. of Solar Power Plants having aggregate capacity of 0.548 MW had been installed in Built Operate Maintain and Transfer (BOMT) mode. After completion of 05 years the DDG & Mini Grid Solar Power Plant are to be transferred to UPNEDA. After completion of 05 years period of DDG & Mini Grid solar power plants, UPNEDA is intending to Operate & Maintain these plants through private organizations under revenue sharing model, because, for revival and restoration of these solar plants, huge amount of Capex as well as Opex is required as it need replacement/ upgradation of faulty Inverters, Batteries, Solar Panels & Cables etc.

## **2. Objective**

The objective of this Tender is to outsource operation of minigrids etc. and develop a Revenue Sharing Model for Operation, maintenance and management of these Minigrids and DDG Solar power plants. The generated power from these solar panel can be sold to the local residents for household uses, which include proper education to children etc. as well as MSME customers to run their small-scale business like Flour Mill, shops and other commercial uses etc., farmers to run there Tubewell for irrigation purposes. Any private entity can operate and maintain DDG & Mini Grid Solar Power Plants on the basis of self-sustainable business model and revenue sharing model to UPNEDA. These operational sites, not only contribute major role to boost the economy of their concern geographical area but also generate huge employment opportunities in the field of MSME sectors.

## **3. Scope of Work**

1. Takeover all sites on as-is-where-is basis.
2. Right to Use the Premises and equipment during the Right to Use Period.
3. Tenure for Right to Use to be 20 years but it will be reviewed by UPNEDA before completing every five years end if reviews are not found as per scope of work UPNEDA may decide course of including penal action.
4. Right to use charges shall be on the basis of per kilo watt, per month for solar power plant.
5. Take over all the equipment including but not limited to solar PV, inverters, cables, meters, batteries, poles, mini-grid lines, civil works and other balance of systems on as-is-where-is basis without any warranties or liabilities relating to the existing quality or workmanship including that of any damage caused because of the same now or in the future. The list of such solar PV, inverters, cables, meters, batteries, civil works and other balance of systems shall be signed off between bidder and UPNEDA as part of the handover documentation.
6. Bidder at its own cost shall have the right to replace and / or augment any equipment as it deems fit or bring innew equipment including without limitation solar panels, batteries, inverters, rectifiers, cables, poles, mini- grid lines, associated civil works or other related balance of material. All new equipment and material broughtin by bidder shall be the property of bidder.
7. Faulty equipment taken out by bidder or equipment that have reached end-of-life shall be handed over toUPNEDA.
8. Existing customer connections of UPNEDA of these mingrid sites, within a distanceof 40 meters from the poles will continue to be serviced by bidder at prevailing tariffs being offered to them by UPNEDA in accordance with clause 6.1.5.5 of Uttar Pradesh Minigrid Policy 2016. Such customers shall enjoy services till such time as they make timely payments to Bidder also following other customary obligations. The list of such customers shall be signed between

Bidder and UPNEDA as part of the handover documentation.

9. Bidder shall have the right to serve new customers of rural households, small & medium and micro enterprises, commercial along with other industrial customers from these 44 sites, so as to bring financial viability to these sites on tariffs mutually agreed between Bidder and customers in accordance with clause 6.2 of Uttar Pradesh Minigrid Policy 2016.
10. Since the plants are pre-existing, Bidder shall not need any further governmental/ other approvals for running these plants and mini-grids during the Right to Use period.
11. Quarterly Report of Status of operation and maintenance of the plants shall be submitted to UPNEDA and district administration through project officer of UPNEDA.

#### **4. Role and functions of Operator:-**

- a. Regular cleaning and protection of the solar panels of the plant will be done by the concerned operator.
- b. Top-up of electrolytes, cleaning of terminals and application of petroleum jelly and other maintenance work will be done by the concerned operator in the battery bank of the plant.
- c. Other maintenance work will be done by the concerned operator.
- d. All the electrical connections of the plant will be regularly checked by the concerned operator and action will be taken if excess load is found in any connection. Repair/ Replacement of Power Plant (including but not limited to batteries, inverters, panels, PDN's Cables etc.) shall be undertaken by bidder to keep the minigrid operations during the RTU period
- e. The concerned operator will be responsible for the safety of the plant.

#### **Format And Signing Of E-Bids:**

The bidder shall provide all the information as per this tender document. The UPNEDA will evaluate only those proposals that are received in the required format and are complete in all respects. The bidder shall prepare the electronic copy for the bids (in pdf format) and upload the bids on e-tender portal through the bidder's digital signature certificate (DSC). Each proposal shall comprise the following

#### **5. Documents to be enclosed with the bid**

The following documents should be attached with Technical Proposal:

- i. Earnest Money Deposit in form of DD/ BG of Rs 2.5 lakhs.
- ii. Security Money on DD or FD of Rs 50 lakhs valid for 5 years and renewed every five years after review to be submitted during issuance of LoA.
- iii. Registration/ incorporation certificate.
- iv. GSTIN/ PAN card Certificate.
- v. Proof of turnover of any three years (2017-18 to 2021-22) duly certified by the Chartered Accountant.
- vi. The bidder should have minimum five years of experience in Supply, installation, testing, commissioning, operation & maintenance of Solar Power Projects of cumulative capacity 3000 kW or above. Documentary proof to be submitted.
- vii. Net worth - Duly authorized copy of audited annual report is to be submitted along with a practicing CA's certificate.
- viii. Undertaking for declaration for not being blacklisted by any Central / State Government / Public Sector Undertaking in India. Undertaking for declaration about not being involved in any major litigation.
- ix. The bidder must comply with clause 11.1 in accordance to the minigrid regulations vide notification no. UPERC/Secy/VCA/Regulations/2016-020 dated: 06.04.2016. Copy of compliance report for last 2 quarters will be taken for consideration.



## **6. PREPARATION OF BID**

### **3.1 LANGUAGE OF BID AND MEASURE**

3.1.1. The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and UPNEDA shall be written in the English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system.

### **3.2 DOCUMENTS COMPRISING THE BID**

3.2.1 The Bid prepared by the Bidder shall comprise the following components

- (a) Covering letter as provided in Bid document.
- (b) Declaration by The Bidder, as provided in Bid document
- (c) Documentary evidence establishing that the bidder is eligible to Tender and is qualified to perform the contract if its tender is accepted.
- (d) Check list of Annexure as provided in Bid document
- (e) The scanned copy of Bid document signed on each page, as a confirmation by the Bidder to accept all technical specifications / commercial conditions along with all necessary enclosures/annexures to be uploaded along with the bid.

### **3.3 BID PRICE**

3.3.1. The Bidder shall indicate prices on the appropriate financial bid schedule on Govt. Portal online only.

### **3.4 BID CURRENCIES**

3.4.1 Prices shall be quoted in Indian Rupees (INR) only

### **3.5 SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:**

3.5.1 The successful Bidders, who execute the agreement with UPNEDA for the work, shall have to furnish a security amount of Rs 50 lakhs in the form of BG or FD valid for a period of 5 years from the date of execution of agreement. The bank guarantee may be issued by a nationalized bank or scheduled bank of RBI. BG or FD shall be in favour of "Director, UPNEDA". FD should be pledged in the name of Director, UPNEDA. The aforesaid BG or FD shall be furnished prior to the execution of agreement. The performance Bank Guarantee shall be released after completion of contract. BG or FD is to be renewed after every five years.

### **3.6 PERIOD OF VALIDITY OF BID**

3.6.1 Validity of the offer should be 3 months from the date of opening of the financial bid of the e-tenders. Without this validity the e-tenders will be rejected.

### **3.7 BID SECURITY (Earnest Money)**

3.7.1 The bidder should submit EMD in the form of BG or DD of Rs 2.5 lakhs. The Bidder shall furnish Interest free EMD in the form of Bank Guarantee (BG)/ Demand Draft drawn in favour of "Director, UPNEDA", payable at Lucknow. The validity of EMD shall be for a period of one year from the Bid Deadline.

Only UP State Registered MSMEs are exempted from submission of Bid Security/EMD, however required to submit a "Bid Security Declaration" Letter on non-Judicial stamp of appropriate value as per prescribed format.

The Bid Bond/EMD shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to the Solar Minigrids & DDG under following circumstances:

- a. Hundred percent (100%) of Bid Bond/EMD amount of the proposed capacity, if Bidder withdraws/revokes or cancels or unilaterally varies their bid in any manner during the period of Bid Validity specified in the document.
- b. Hundred percent (100%) of Bid Bond/EMD amount of the proposed capacity, if the selected Vendor fails to unconditionally accept the Work Order, within 15 days from the date of its issue.

Any bid not secured with the Notarized bid security declaration as stipulated in bid will be liable for action before opening of financial bid.

### 3.8 FORMAT AND SIGNING OF BID

- 3.8.1 The bid must contain the name, residence and places of business of the persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The name and designations of all persons signing should be typed or printed below the signature.
- 3.8.2 Bid by corporation/ company must be signed with the legal name of the corporation/ company/firm by the „President“, Managing director or by the „Secretary“ or other designation or a person duly authorized.
- 3.8.3 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bid and bidder to the contract. The letter of authorization shall be submitted along with power-of- attorney. All the pages of the bid shall be initialed by the person or persons signing the Bid and submitted at the time of signing of agreement/contract.
- 3.8.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be initialed by the person or persons signing the Bid.

(Signature of Bidder)  
with SEAL

## **7. UPLOADING OF BID**

- 4.1 The bid shall be uploaded online as per guide lines of e-tender Portal.
  - 4.1.1 The Bid must be complete in all technical and commercial respect.
  - 4.1.2 All parts of Bid documents except financial bid should be uploaded as per e-tender Portal in due date and time. Scanned copy of Requisite Bid security declaration/EMD should be enclosed.
  - 4.1.3 The Bidder should submit price bid in Financial Bid. It should contain financial bid only should be uploaded as per e-tender Portal in due date and time. Anything in regard of financial condition, payment terms, rebate etc. mentioned in financial bid may make the tender invalid. Therefore, it is in the interest of the Bidder not to write anything extra except price.
- 4.2 **EXPENSES OF AGREEMENT:** A formal agreement for a period of 20 (Twenty) year shall be entered into between UPNEDA and the contractor/ bidder for the proper fulfillment of the contract. The expenses of completing and stamping of the agreement shall be paid by the successful bidder.
- 4.3 **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be uploaded by the Bidder in the date; time on e-tender Portal as specified in the Bid notice/ tender documents.

(Signature of Bidder)  
with SEAL

## 8. BID OPENING AND EVALUATION

### 5.1 OPENING OF BID

The procedure of opening of the e-tender shall be as under:

- 5.1.1 First part (PART-A) uploaded having Bid specification and super scribed as “**Technical bid**” shall be opened at the time and date mentioned in the Bid notice by UPNEDA’s representatives in the presence of Bidders, who choose to be present.
- 5.1.2 Second part (PART-B) containing **Financial Bid** shall be opened (after establishing technical suitability of the offer) as per schedule. Second part of only those Bidders shall be opened whose first part (PART-A) shall be found commercially clear and technically suitable.

### 5.2 Technical Evaluation

The UPNEDA will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the UPNEDA will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- i. Overall completeness and compliance with the technical requirements as stipulated in this bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
  - ii. Achievement of specified performance criteria by the facilities as per scope of work.
  - iii. Type, quantity and long-term availability warranty and maintenance services.
  - iv. Any other relevant factors, if any, listed in the tender document, or that the UPNEDA deems necessary or prudent to take into consideration.
- 5.3 **CLARIFICATION OF BID:** To assist in the examination, evaluation and comparison of bids the UPNEDA may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.
- 5.4 UPNEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this document 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 this document or as amended, at its sole discretion. UPNEDA’s decision in this regard shall be final and binding on the Bidders.

Signature of Bidder with seal

## **9. PROCEDURE FOR FINALIZATION OF BID**

The Procedure for Finalization of BID would be as follows:

### **6.1 Finalization of BID:**

- a) First the Technical bids shall be opened and evaluated.
- b) Then the price bid of technically qualified bidders shall be opened.

### **6.2 Finalization of Empanelment:**

- a) First the Technical Bids shall be opened and evaluated. Then the price bid of technically qualified parties shall be opened.
- b) The highest rate (i.e. H-1) received (and in turn approved by the competent authority) would be the “Approved Rate”.
- c) All 44 solar power plants will be handed over to H1 bidder.
- d) Training of the users and entrepreneurs/ operators will be arranged by the contractor/ bidder.

### **6.3 If required UPNEDA reserves the right to negotiate with (highest) H-1 bidder before finalization of the tender.**

### **6.4 UPNEDA reserves the right to accept any bid and to reject any or all bids.**

### **6.6 NOTIFICATION OF EMPANELLEMENT:**

List of successful Bidder(s) for contract shall be displayed on UPNEDA's website and shall be intimated in writing to the contractor.

### **6.7 CONTRACT**

Before execution of the work, a contract agreement for execution of the work shall be signed by the Bidder with UPNEDA within 15 days of communication from UPNEDA. In case agreement is not executed within the stipulated time, then bidder shall be suspended for participating in the tendering process, for a period of one (01) year from bid due date of above referred tender..

### **6.8 AGREEMENT**

Agreement will be signed between H1 bidder and UPNEDA for all the minigrid sites cumulatively.



# GENERAL CONDITIONS OF CONTRACT

## 1. DEFINITIONS

- 1.1 “UPNEDA” shall mean The Director of UPNEDA or his representative and shall also include its successors in interest and assignees. The “Contractor” shall mean (successful bidder) i.e. the person whose Bid has been accepted by UPNEDA and shall include his legal representatives and successors in interest.
- 1.2 The agreement shall be valid for 20 years but reviewed before expiry of every 05 years. The repair work shall be completed within 4 months from the date of placement of work order by UPNEDA. “UPNEDA” may in case of urgency ask the bidder to complete the work earlier, with the mutual consent of the contractor/bidder. Any additional cost incurred by “UPNEDA” shall be recovered from the contractor/ bidder.
- 1.3 That on the request of the contractor/ bidder and also in the interest of the organization the “UPNEDA” is authorized to extend the validity of the agreement, subject to that the request of the contractor/ bidder is received before the expiry of the agreement period, or any extended period granted to the contractor/ bidder.

## 2. Financial Proposal

- a. The Financial proposal will only be considered for technically qualified bidders as per the bid conditions.
- b. The financial proposal should state the cost (both in numerals and in words).
- c. The financial proposal shall include all cost related to the event & those stated in the scope of work.

## 3. Evaluation

The Offers are proposed to be evaluated based on methodology as mentioned below:-

- a. The criteria for pre-qualification, technical evaluation and selection of Bidder is set out under section eligibility criteria and evaluation methodology.
- b. As part of the evaluation, the Part I – technical submission shall be checked for responsiveness with the requirements of the tender document and only those proposals which are found to be responsive would be further considered for financial Bid opening.

### **PART I – Submission would be considered to be responsive if it meets the following conditions:**

- The amount towards the tender fee (DD) and EMD (DD) has been received on or
- before the proposal due date including any extension thereof.
- It is signed and marked as stipulated in clause „format and signing of e- Bids“ and „submission of e- Bids“. It contains all the information and documents including scanned copy of demand drafts for the tender feedocument and EMD as requested in the tender document.
- It contains information in formats specified in this tender document.
- It conforms to the Bid validity period as set out in the tender.
- It provides information in reasonable detail. (“reasonable detail” means that, but for minor deviations, the information can be reviewed and evaluated by the UPNEDA without communication with the Bidder). The UPNEDA reserves the right to determine whether the

information has been provided in unreasonable detail.

- There are no inconsistencies between the proposal and the supporting documents.
- The e-Bid document should be properly indexed with page numbers.

The responsive proposals shall be evaluated as per the criteria set out in section eligibility criteria and evaluation methodology.

Price Bid of only those Bidders, who are technically qualified shall be opened and evaluated.

## **PART II SUBMISSION**

- a) Financial proposal will be separately uploaded on the e-tender portal in the excel file (boq.xls), the provided format and marked as, Part II submission – financial Bid;
- b) The Amount quoted in the Financial Bid (BoQ) must be inclusive of all taxes & duties.
- c) Each page of the technical Bid shall be numbered and signed by an authorized signatory of the Bidder.

### **4. Earnest Money/ Bid Security:**

The Bidder shall furnish, as part of its Bid, Bid security/ Earnest Money of Rs.....(Rupees ..... only) in the form of Bank Guarantee/Demand Draft/ Fixed Deposit Receipt in favor of Director, UPNEDA, payable at Lucknow issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank..

- Any Bid not secured with the earnest money will be rejected by the UPNEDA as non-responsive.
- No Interest shall be payable on the amount of earnest money. The same will be released after the tenders have been decided, to those Bidders who fail to get the contract.
- The Bid security (earnest money) may be forfeited if a Bidder withdraws its tender during the Bid evaluation or not signing the agreement after award of the contract.
- EMD of successful Bidder shall only be released after signing of agreement and submission of Performance Security of Rs. 50 Lakh.

### **5. Performance Security:**

A Performance security in the form of Bank Guarantee /FDR/DD issued by a nationalized bank, State Bank of India and its subsidiary banks or scheduled commercial bank, for an amount Rs. 50 Lakh, is to be submitted by successful Bidder prior to the execution of contract agreement. The bank guarantee shall be valid for One year period.

### **6. Instruction to Bidders**

1. Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether the documents have been properly signed.
2. Proposals not conforming to such preliminary requirements will be prima facie rejected.
3. The proposals would be evaluated on the basis of the pre-qualification criteria and prior experience of Bidder in the areas as mentioned in Bid document. However, UPNEDA in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the proposals submitted by the respondents.
4. All updation/information about above tender will be published on UPNEDA website [www.upneda.org.in](http://www.upneda.org.in) and/or e-tender Portal.

### **7. Clarification & Amendments to BID**

During technical evaluation of the proposals, UPNEDA may, at its discretion, ask respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by UPNEDA.

- i. At any time prior to the last date for receipt of Bids, UPNEDA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective respondent, modify the BID document by an amendment. In order to provide prospective respondent reasonable time in which to take the amendment into account in preparing their Bids, UPNEDA may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in BID and/or cancel the BID. The amendments shall be notified through UPNEDA website and such amendments shall be binding on them

## **8. Withdrawal of Invitation to Bid**

While the UPNEDA has floated this tender and has requested Bidders to submit their proposals, the UPNEDA shall always be at the liberty to withdraw this invitation to Bid at any time before its acceptance

## **9. Validity of Proposals**

Proposals shall remain valid for a period of 90 days from the date of opening. A Proposal valid for shorter period may be rejected as non-responsive

## **10. Conflict Of Interest**

- UPNEDA requires that the Bidder should provide professional, objective, and impartial advice and at all times hold the UPNEDA interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- Bidder shall not receive any remuneration from any stakeholder in connection with the assignment except as provided in the work contract.
- Bidder shall not be engaged for any assignment that may place them in a position of being unable to carry out the assignment in the best interest of UPNEDA

## **11. Rights of UPNEDA**

UPNEDA reserves the right to accept or reject any Proposal, and to annul the process and reject all Proposals at any time prior to the signing of the agreement, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision

## **12. Governing Law & Jurisdiction:**

- a. The High court of Judicature at Allahabad and Courts subordinate thereto, at Lucknow, shall alone have jurisdictions to the exclusion of all other courts
- b. The appointed Bidder shall not collect from any stakeholders, any amount whatsoever. Necessary action will be taken in case it is found that the condition has been violated by the service provider

## **13. Termination of Bid :**

UPNEDA shall have the right to blacklist the Bidder in India, If the Bidder will not withstanding the provisions of clauses contained in this deed.

## **14. Transfer/Sublet the work:**

- a. The contractor/ Bidder shall not, without the consent in writing of “UPNEDA”, transfer, assign or sublet the work under the contract or any substantial part thereof to any other party
- b. “UPNEDA” shall have at all reasonable time access to the works being carried out by the contractor/ Bidder under the contract. All the work shall be carried out by the contractor/ Bidder to the satisfaction of “UPNEDA”.

## **15. Settlement of Dispute and Arbitration:**

If any question, dispute or difference what so ever shall arises between “UPNEDA” and the contractor/ Bidder, in the connection with the agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary/Secretary of the Uttar Pradesh or a person nominated by him not below the rank of Secretary. This reference shall be governed by the Indian Arbitration and Conciliation Act 1996, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the “UPNEDA” or the arbitrator directs otherwise

## **16. Termination of Contract**

UPNEDA reserves the right to Blacklist the Bidder in India, if the Bidder fails to comply the terms and conditions of the contract.

## FINANCIAL BID

**Tender No.: 01/UPNEDA/Minigrid & DDG/Revenue Based Contract-O&M/2023-24**

Name of the Firm: .....

**Financial Proposal:** Monthly Charges for RTU (Right to Use) per Kilo Watt for Mini- Grid & DDG Solar Power Plants Installed in Various District of Uttar Pradesh on Revenue Model Basis.

S. No.	Particulars	Rate (Rs per KW)
1	Monthly Charges for RTU (Right to Use) per Kilo Watt for Mini-Grid & DDG Solar Power Plants Installed in Various District of Uttar Pradesh on Revenue Model Basis	
	Price in words:-	

<b><u>Format for Prior Experience of Bidder/ Institute</u></b>	
Name of Bidder/ Institute	
Experience of at least 5 years in building, owning and operating minigrids in UP	
Count of Miningrids	
Customer Base serving through minigrids	
Acknowledgement of Compliance Report	
Location with Country	
Address and contact details	

Note:

Please attach evidential proof of the above

(Signature of Authorized Person)Name:

Designation:

Stamp of Bidder:

Dated:

**PROFORMA FOR BANK GUARANTEE FOR BID BOND/EMD**

[Duly Notarised on Rs. 100/- Stamp Paper]

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

Ref.:

Date:

Bank Guarantee No.:

To,  
The Director,  
UPNEDA, Vibhuti Khand, Gomti Nagar,  
Lucknow-226010  
Uttar Pradesh

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as Bidder') submitting the response to Bid inter alia for selection of the Project of the capacity of ..... Nos [Insert Nos of Plants] in response to the Bid No. Dated..... by Uttar Pradesh New & Renewable Energy Development Agency (hereinafter referred to as UPNEDA) considering such response to the Bid of ..... [insert the name of the Bidder] as per the terms of the Bid, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at Lucknow from the address of UPNEDA forthwith on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount up-to and not exceeding Rupees ----- only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with Clause of this Bid and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to [Insert the Value of Amount in INR]. Our Guarantee shall remain in force until [insert date of validity in accordance with Bid]. UPNEDA shall be entitled to invoke this Guarantee till [Insert date which is [Insert the Number of] days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the UPNEDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The guarantor bank acknowledged that this Bank Guarantee may be assigned by the UPNEDA, in whole or in part (whether absolutely or by way of security) to the successor entity (ies) coming into being as a result of any merger or amalgamation or scheme of arrangement or similar re-organization of the UPNEDA.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by UPNEDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Uttar Pradesh shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly UPNEDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by UPNEDA or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of Clause in Bid] with an additional claim period of Ninety (90) days thereafter.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPNEDA serves upon us a written claim or demand.

SignatureName

Power of Attorney No.

For

[Insert Name of the Bank]

Banker's Stamp and Full Address. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Note: 1. (\*) the amount shall be as specified in the Bid document.

(#) Complete mailing address of the Head Office of the Bank to be given.

The Bank Guarantee (BG) shall be executed by any of the Nationalised Scheduled Bank.

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bidder/bank issuing the guarantee.



**Format for Bid Security Declaration**

(To be stamped on non – judicial stamp paper as per the stamp act of the state where the document is made)

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

Subject: Declaration of Bid security requirement.

We, \_\_\_\_\_ (insert name of the Bidder) hereby provide this undertaking to UPNEDA, in respect to our response to Bid vide Bid No. \_\_\_\_\_ dated \_\_\_\_\_. We undertake that we will abide by the provisions of the Bid for the activities pertaining to submission of response to Tender, during the Bid validity period. We undertake not to withdraw or modify our Bid during the Bid validity period, in line with provisions of the Tender.

In case we withdraw or modify our response to the Bid during the Bid validity period, or violate other provisions of the Tender which make the Bid nonresponsive, we, \_\_\_\_\_ (insert name of the Bidder) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in upcoming tenders issued by any department of Uttar Pradesh Government for a period of 5 years from the date of default as notified by UPNEDA.

(Name and Signature of the Authorized Signatory)

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Successful Bidder (SB)) submitting the response to Tender document inter alia for selection of the Project for the capacity of ..... Nos in response to the Bid No \_\_\_\_\_ dated..... issued by UPNEDA and UPNEDA considering such response to the Tender document of .....[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Minigrids & DDG of the Solar Minigrids & DDG Developer and issuing Letter of allocation No -----

--- to------(insert the name of the Successful Bidder(SB)) as per terms of Tender document and the same having been accepted by the selected SB or a Project Company, M/s----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable ]. As per the terms of the Bid document, the \_\_\_\_\_[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at \_\_\_\_\_[Insert Name of the Place from the address of the UPNEDA]forthwith on demand in writing from UPNEDA or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s \_\_\_\_\_[Insert name of the selected Successful Bidder(SB)/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including... [insert date of validity in accordance with Bid document].and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).

Our Guarantee shall remain in force until ..... UPNEDA shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that UPNEDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by UPNEDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the SuccessfulBidder(SB)/ Project Company as applicable] and/or any other person. The Guarantor Bank shallnot require UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly UPNEDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder(SB) / Project Company , to make any claim against or any demand on the Successful Bidder(SB)/ Project Company or to give any notice to the Successful Bidder(SB)/ Project Company or to enforce any security held by UPNEDA or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder(SB)/ Project Company .

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.\_\_\_\_\_ (Rs.\_\_\_\_\_ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPNEDA serves upon us a written claim or demand.

Signature \_\_\_\_\_ Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_ Email ID \_\_\_\_\_

For \_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_ Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Witness:**

1. ....Signature

Name and Address

Notes: The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

**POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

**Power of Attorney to be provided by the Bidding Company in favour of its representatives evidence of authorized signatory's authority.**

Know all men by these presents, We .....  
(name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. .... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of system in response to the BID DOCUMENT. No..... dated ..... issued by UPNEDA, Lucknow including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the UPNEDA may require us to submit. The aforesaid Attorney is further authorized for making representations to the UPNEDA, Lucknow and providing information / responses to UPNEDA, Lucknow representing us in all matters before UPNEDA, Lucknow and generally dealing with UPNEDA, Lucknow in all matters in connection with this Bid till the completion of the Bidding process as per the terms of the above mentioned BID DOCUMENT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the BID DOCUMENT.

**Signed by the within named..... (Insert the name of the executants company)**

**through the hand of Mr. ....duly authorized by the Board(vide Board resolution No \_\_\_\_\_) to issue such Power of Attorney Dated this ..... day of..... Accepted.**

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested.....**

**(Signature of the executant)**

**(Name, designation and address of the executant)**

.....

**Signature and stamp of Notary of the place of execution**

**Common seal of ..... has been affixed in my/our presence Pursuant to Board of Director's Resolution dated.....(Board of Director's Resolution is also enclosed)**

**WITNESS**

**i).....**

**(Signature) Name.....**

**Designation .....**

**ii) .....**

**(Signature) Name.....**

**Designation .....**

**Notes:**The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.