

Modifications to PrEPARE Mini-Grid bid document/contract document for District Hamirpur

| S.No. | Reference No. | Query/Clarification | Existing Clause | Modification to Clause |
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| 1. | Clause 'Invitation for Bid' of RFP document (Page 2) | Future of Mini-Grid Projects after 10 years of mandatory Operations and Maintenance (O&M) | The Contractor shall be allowed to continue or migrate or exit the Mini-Grid Project post successful Operations and Maintenance (O&M) for 10 (Ten) years as per the provisions defined in the Regulations. UPNEDA will facilitate requisite support to the Contractor for migration or exit from the Mini-Grid Project. | The Contractor is allowed to exercise migration options (including exit) as defined in the UPERC Mini-Grid Regulations during the term (10 years post commissioning) of the Contract. After completion of the term of the Contract, ownership of the assets created under the Mini-Grid Project will remain with the Contractor. The Contractor will be at discretion to continue the operations of the mini-grid project or terminate its operations altogether. If Contractor decides to migrate to one of the options specified under the UPERC Mini-Grid Regulations. UPNEDA will facilitate requisite support to the Contractor for migration or exit from the Mini-Grid Project. |
| 2. | Clause 2.1.7 of Chapter 1 (Introduction) of RFP document | Provision for forming Consortium along with Joint Venture | The Bidder(s) shall have the option of participating in the bid process as a Single Entity or as a Joint Venture of companies adhering to the terms and conditions of Section 2 of this RFP. | The Bidder(s) shall be allowed to participate as Single Entity or Joint Venture or Consortium of up to 3 (three) members. In case of Consortium, the Consortium members shall sign Memorandum of Understanding (MoU) defining the roles and responsibilities of each of the Consortium members. The notarised copy of the MoU shall be submitted with the bid. |
| 3. | Clause 2.1.9 of Chapter 1 (Introduction) of RFP document | Provision to form Project Company | The Successful Bidder shall be required to incorporate a Project Company under the Companies Act, 2013 prior to the execution of the Contract. | The Successful Bidder is at its own discretion to incorporate a Project Company under the Companies Act, 2013 prior or after the execution of the Contract. In absence of such a Project Company being formed, the Lead Member of the Consortium will be solely responsible for all activities under the Contract. |
| 4. | Clause 2.3.9 of Chapter 1 (Introduction) of | Supply to Street Lights | The Contractor shall also be required to provide, at its own cost, electricity to street lighting to the identified villages. | The Contractor shall install and operate the LED Street Lights of 20W capacity each, on all the poles mounted along the streets in the inhabited parts of the serviced |

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| | RFP document | | No tariff shall be allowed to be charged for such loads. | <p>area in the identified villages.</p> <p>In case the Contractor constructs Underground Power Distribution Network, it shall install and operate the LED Street Lights of 20W capacity each on poles at a maximum span of 30meters along the streets in the inhabited parts of the serviced area in the identified villages.</p> <p>This obligation of installing and operating LED Street Lights only applies to the parts of the identified villages which are inhabited as on date of commissioning of the Mini-Grid Projects, and serviced by the Mini-Grid Project.</p> |
| 5. | Clause 2.3.9 of Chapter 1 (Introduction) of RFP document | Supply to Government Schools | <p>The Contractor shall also be required to provide, at its own cost, electricity to schools in identified villages.</p> <p>No tariff shall be allowed to be charged for such loads.</p> | <p>The Contractor shall supply electricity without charging any tariff for a maximum cumulative load of 9kW to the Government Schools in the identified villages for a minimum period of 6 hours and up to a maximum period of 8 hours per day, provided demand exists, as per the following arrangement:</p> <ul style="list-style-type: none"> • For Government Primary Schools in identified villages – 0.5kW connected load, • For Government Secondary/Senior Secondary Schools in identified villages - 1kW connected load. • Also, the Contractor shall mandatorily cover all the Government Schools existing as on date of commissioning of the Mini-Grid Projects, in the identified villages. <p>In case the total demand of the eligible Government Schools for connected load (based on above criteria), goes beyond 9kW, the Contractor should offer loads to Government Schools based on pro-rata basis to limit Contractor's commitment to 9KW. If any Government</p> |

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| | | | | <p>School requests for electricity beyond such connected load or beyond 8 hours per day, such additional capacity / time requirement can be met by the Contractor at a mutually agreed tariff.</p> <p>The Contractor shall necessarily install Smart Meters for measuring the consumptions of all the Government School connections.</p> |
| 6. | Clause 2.2.2 (v) of Chapter 2 (Information and Instruction to Bidders) of RFP document | Technical Eligibility Criteria | <p>For the Bid submitted by a Joint Venture, the technical requirements can be met by Members separately.</p> <p>For e.g. the technical requirement of experience of successful installation and commissioning of Off-Grid / Grid Connected PV projects may be met by the Lead Member while the O&M experience may be met by another Member.</p> | <p>For the Bid submitted by a Joint Venture or Consortium, the technical requirements are to be met by the Joint Venture members or Consortium members, as applicable, jointly.</p> |
| 7. | Clause 2.2.3 (i) of Chapter 2 (Information and Instruction to Bidders) of RFP document of Hamirpur | Financial Eligibility Criteria | <p>The Bidder shall be required to have an Annual turnover of Rs. 1,50,00,000/- (Indian Rupees One Crore and Fifty Lacs only) computed as an average of the last 3 (Three) Financial Years immediately preceding the last date of submission of Bid.</p> <p>The Bid must be accompanied by a certificate from the Statutory Auditor/Practicing Chartered Accountant of the Bidder certifying the above.</p> <p>If the Bid is submitted by a Joint Venture the financial requirement shall be met individually or collectively by all the Members in the Joint Venture.</p> | <p>The Bidder shall be required to have an Annual turnover of Rs. 1,00,00,000/- (Indian Rupees One Crore only), computed as an average of the last 3 (Three) Financial Years immediately preceding the last date of submission of Bid. The Bid must be accompanied by a certificate from the Statutory Auditor/Practicing Chartered Accountant of the Bidder certifying the above.</p> <p>For the Bid submitted by a Joint Venture or Consortium, the financial requirement should be met by the Joint Venture or Consortium members jointly. However, the Lead member of the Joint Venture or Consortium, as applicable, shall mandatorily meet at least 25% of the Financial Eligibility Criteria.</p> |

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| 8. | Clause 2.7.2 of Chapter 2 (Project Description and Key Obligations) of Contract document | Extension of the Mini-Grid Projects in neighbouring villages. | The Contractor, to meet the capacity, shall be allowed to extend the project services to the neighbouring villages where such demand exists. | The Contractor is allowed to serve the consumers in the neighbouring villages, provided the demand of the willing consumers in the identified villages is met. However the Solar PV generating system shall be installed only in the identified villages. |
| 9. | Clause 2.8.2 of Chapter 2 (Project Description and Key Obligations) of Contract document | Provision of purchase of Land | The Contractor shall identify, purchase and acquire the Site in its books of accounts for implementation of the Mini-Grid Project(s). The Contractor shall ensure to have legal agreement from land owner(s) regarding the acquisition and right to use for the Mini-Grid Project(s). No separate payment will be made by the Employer to the Successful Bidder/Contractor regarding purchase/acquisition of land or any other purpose and Successful Bidder/Contractor shall be required to bear entire expenditure related to acquisition of land for the entire Project for the duration of the Contract. | The Contractor shall identify, lease/purchase/purchase and acquire the Site in its books of accounts for implementation of the Mini-Grid Project(s). The Contractor shall hold the 'Right to Use' the land for at least 10 years from the date of Commissioning of the Mini-Grid Projects. This 'Right to Use' can be established in the form of lease/ licence / purchase of land for implementation of the Mini-Grid Projects. No separate payment will be made by the Employer to the Successful Bidder/Contractor regarding lease/license/purchase/acquisition of land or any other purpose and Successful Bidder/Contractor shall be required to bear entire expenditure related to acquisition of land for the entire Project for the duration of the Contract. The documentary evidences of 'Right to Use' the land shall be submitted to UPNEDA as per timeframe indicated in the bid document. |
| 10. | Clause 8.2.3 of Chapter 8 (Term, Event of Default and Termination) of Contract document | The Distribution Licensee's Event of Default | a. Failure or refusal by the Distribution Licensee to pay any portion of undisputed monthly invoice, for the Tariff Payments as provided in Article 6.2, to the Contractor for more than sixty (60) days after the due date; or b. The Employer repudiates this Contract; or c. if the Distribution Licensee becomes voluntarily or involuntarily the subject | The clause stands deleted. |

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| | | | <p>of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Distribution Licensee is for the purpose of a merger, consolidated or reorganization and where the resulting entity has the financial standing to perform its obligations under this Contract and creditworthiness similar to the Contract and expressly assumes all obligations under this Contract and is in a position to perform them;</p> | |
| 11. | Annexure 1: General Design Features- Point 6 of Chapter 7 (Annexures) of RFP document | Bulk metering | All commercial consumers may be individually metered. Bulk metering will be done for household/domestic consumers. 1 meter will be installed per 10 consumers with variance of minimum 5 consumers and maximum 14 consumers. | The Contractor shall install a Generation meter for the Mini-Grid Projects as defined under the UPERC Mini-Grid Regulations. The Contractor is at its discretion to apply Individual/Bulk metering for Domestic/Commercial / Institutional consumers, except if stated otherwise in this document. |
| 12. | Annexure 1: General Design Features- Point 4 of Chapter 7 (Annexures) of RFP document | Base Load and Additional Load | Battery bank would have 2 days Autonomy for Base load and 1 day for the Additional Load to be given to domestic users. The connections for productive and commercial load shall ensure 6 hours of supply in a day. | Battery bank would have 2 days Autonomy for Base load. The Base Load shall include load of 50W and up to 100W provided to the domestic consumers and for supply to Street lights. The connections for productive and commercial load shall ensure 6 hours of supply in a day. |
| 13. | Annexure 1: Technical Specifications, General Design Features- Point 16 of Contract document | Base Load and Additional Load | Battery bank would have 2 days Autonomy for Base load and 1 day for the Additional Load. | Battery bank would have 2 days Autonomy for Base load. The Base Load shall include load of 50W and up to 100W provided to the domestic consumers and for supply to Street lights. |

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| Additional Clauses | | | | |
| 14. | Clause 2.8.1. (e) Key Obligations of the Contractor of the Chapter 2 (Project Description and Key Obligations) of Contract document | Provision for Insurance of the Mini-Grid Project assets | Not covered at present in the bid document | The Contractor shall take Insurance cover of the assets of the Mini-Grid Projects. The Cost of the Insurance Cover shall be borne by the Contractor. |
| 15. | Addition to Clause 2.2.2. (iv) of Chapter 2 (Information and Instruction to Bidders) of the RFP document | Documentary evidence for meeting the Technical Eligibility Criteria by the Bidder(s) who have implemented the Projects (Mini-Grid/Off-Grid or Grid Connected solar) as part of externally funded projects such as CSR or self-funded projects. | Not covered at present for CSR funded/self-funded projects. | <p>In case of self-funded projects, the Bidder(s) shall submit a certificate from the Gram Panchayat or the Project Officers of UPNEDA or District Magistrate for establishing successful completion/commissioning of the Mini-Grid Project(s).</p> <p>In case of Grant/CSR funded Projects, the Bidder(s) shall submit a certificate from the Agency supporting such projects for establishing successful completion/commissioning of the Mini-Grid Project(s).</p> |
| 16. | Addition as Clause 8.22 d to Chapter 8 (Term, Event of Default and Termination) to the Contract document | | Not covered at present | the Employer has failed to pay the Contractor any sum due under the Contract within 45 days, has failed to approve any invoice without just cause, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach |

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| | | | | within fourteen (14) days after receipt of the Contractor's notice.” |
| 17. | Addition as Clause 8.4 to Chapter 8 (Term, Event of Default and Termination) to the Contract document | Termination of the Contract by the Employer | Not covered at present. | In such cases of termination of the Contract by UPNEDA due to Event of Default by the Contractor, UPNEDA shall encash the applicable Performance Security and takeover the assets of the Mini-Grid Projects. Further, UPNEDA at its discretion may blacklist the Contractor and all of its Directors from participating in any future opportunity to work with UPNEDA. |