Request for Proposal (RfP)

For

Procurement of 500 MW Power

From

Grid Connect Solar PV Power Projects

Through

Tariff Based Competitive Bidding Process

RfP No: 05/UPNEDA/GRID Connect/RfP/2019

Dated: 17.09.2019

Issued By:

Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)
(Dept. of Additional Sources of Energy, Govt. of U.P.)
Vibhuti Khand, Gomti Nagar, Lucknow-226010
Tel.No. 0522-2720652, TeleFax: 0522-2720779, 2720829
Website:www.upneda.org.in E-Mail: comnpned@rediffmail.com

September 2019
RFP Notice
Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)
(Deprt. of Additional Sources of Energy, Govt. of U.P.)
Vibhuti Khand, Gomti Nagar, Lucknow U P
Tel.No. 91-0522-2720652, TeleFax: 0522-2720779, 2720829
Website: www.upneda.org.in  E-Mail: compneda@rediffmail.com
UPNEDA invites Online Bids (e-tenders) from interested Bidders for procurement of Power from Grid
connected Solar PV Power Projects through Tariff based competitive Bidding Process for total 500
MW 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 RFP document.
The RFP document is available at website [https://www.bharat-electronictrader.com](https://www.bharat-electronictrader.com) from
18/09/2019. Interested bidders may view, download the e-tender document, seek clarification and submit their e-tender online up to the date and time mentioned in the table below:

<table>
<thead>
<tr>
<th>RFP No</th>
<th>05 /UPNEDA/Grid connect/RFP/2019 dated:17.09.2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee of RFP Document</td>
<td>Rs 25000/ +18% GST = Rs 29500</td>
</tr>
<tr>
<td>Earnest Money</td>
<td>Rs 6.82 lakh /MW</td>
</tr>
<tr>
<td>Processing fees (Non Refundable)</td>
<td>Rs 250000/ +18% GST = Rs 295000</td>
</tr>
<tr>
<td>Availability of RFP document on website</td>
<td>18/09/2019 at web site <a href="https://www.bharat-electronictrader.com">https://www.bharat-electronictrader.com</a></td>
</tr>
<tr>
<td>e-tender submission end date &amp; Time</td>
<td>22/10/2019 up to 18.00 hrs</td>
</tr>
<tr>
<td>online technical e-tender opening date &amp; time</td>
<td>23/10/2019 at 12.30 PM</td>
</tr>
<tr>
<td>Online financial e-tender opening date &amp; time (Only of technically qualified bidders)</td>
<td>05/11/2019 at 1.00 PM (tentative)</td>
</tr>
<tr>
<td>Reverse Auction date</td>
<td>Will be informed to eligible bidders</td>
</tr>
<tr>
<td>Venue of opening of technical &amp; financial e-tenders</td>
<td>UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow-226010</td>
</tr>
</tbody>
</table>

The companies/firms who are registered at ISN ETS portal [https://www.bharat-electronictrader.com](https://www.bharat-electronictrader.com) would only be eligible for participating in this e-tender. All companies/firms who have not registered themselves with ISN ETS portal for e-tendering till date can get their registration done. Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the websites [https://www.bharat-electronictrader.com](https://www.bharat-electronictrader.com). No separate notifications will be issued for such notices/amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.upneda.org.in and the details only will be available from [https://www.bharat-electronictrader.com](https://www.bharat-electronictrader.com).

The bidders need to submit the proof/cost of e-tender document fees, Processing fees and EMD as stated in the above table through Demand Draft as bid documents fees, Processing fees and bank guarantee as EMD in favour of Director Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA), payable at LUCKNOW. The scanned copy of the Demand Drafts and Bank guarantee must be enclosed along with the e-tenders. The original Demand Drafts and bank guarantee along with the hard copy of the blank document with enclosures duly signed by bidders must reach the office of UPNEDA at Vibhuti Khand, Gomti Nagar Lucknow before opening date and time of technical e-tender failing which, tender shall not be considered. Director, Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA) reserves the right to reject any or all tenders without assigning any reason thereof. The decision of Director UPNEDA will be final and binding.

Director
UPNEDA
DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by the UPNEDA to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Bid. This RfP is based on material and information available in public domain.

2. This RfP, along with its Formats, is not transferable.

3. While this RfP has been prepared in good faith, neither UPNEDA nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RfP.

4. Neither UPNEDA Representative, nor its employees will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP, any matter deemed to form part of this RfP, the award for supply of power, the information supplied by or on behalf of UPNEDA or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power.

5. This RFP is not an agreement and is neither an offer nor invitation by UPNEDA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Offers pursuant to this RFP. This RFP may not be appropriate for all persons, and it is not possible for UPNEDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, Statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

6. UPNEDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the Statements contained in this RFP. UPNEDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations which may be required by UPNEDA or any other costs incurred in connection with or relating to its Offer. All such costs and expenses will remain with the Bidder and UPNEDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the Offer, regardless of the conduct or outcome of the Selection Process.
**List of Annexure**

(The following information/documents are to be annexed and flagged by the Bidders along with the BID)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Annexure No</th>
<th>Particulars</th>
<th>Yes/No Flag No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annexure-I (a)</td>
<td>Cost of RFP Document (Rs 29500/- inclusive of 18%GST)</td>
<td>No</td>
</tr>
<tr>
<td>2</td>
<td>Annexure-I (b)</td>
<td>Processing Fees (Rs 295000/- inclusive of GST) (Non-refundable) in form of Bank Draft</td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>Annexure-II</td>
<td>EMD in the form of Bank Guarantee of Rs 6.82 lakhs per MW.</td>
<td>No</td>
</tr>
<tr>
<td>4</td>
<td>Annexure-III</td>
<td>Certificate of Incorporation</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>Annexure-IV</td>
<td>Covering letter format 4.1</td>
<td>No</td>
</tr>
<tr>
<td>6</td>
<td>Annexure-V</td>
<td>Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium in original as per Format 4.2.</td>
<td>No</td>
</tr>
<tr>
<td>7</td>
<td>Annexure-VI</td>
<td>In case of consortium, Consortium Agreement along with board resolution from each Member of the Consortium for participating in consortium; Format 4.3</td>
<td>No</td>
</tr>
<tr>
<td>8</td>
<td>Annexure-VII</td>
<td>Format for Qualification Requirement Financial Networth as per Format 4.4 A,</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>Annexure-VIII</td>
<td>Details of computation of Networth duly certified by Statutory Auditor along with annual audited accounts for the last three financial years 2015-16 2016-17 and 2017-18 (or Calendar Years 2015, 2016, 2017) and also for 2018</td>
<td>No</td>
</tr>
<tr>
<td>10</td>
<td>Annexure-IX</td>
<td>Qualification Requirement Technical- Format 4.4 -B</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>Annexure-X</td>
<td>Consents, clearances and Permits- Format 4.4.C</td>
<td>No</td>
</tr>
<tr>
<td>12</td>
<td>Annexure-XI</td>
<td>Board Resolutions -Format 4.5 as applicable</td>
<td>No</td>
</tr>
<tr>
<td>13</td>
<td>Annexure-XII</td>
<td>Disclosure statement regarding participation of any related companies in this bidding process; Format 4.7</td>
<td>No</td>
</tr>
<tr>
<td>14</td>
<td>Annexure-XIII</td>
<td>Power of Attorney of the Bidder, for the person representing his Company/Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender</td>
<td>No</td>
</tr>
<tr>
<td>15</td>
<td>Annexure-XIV</td>
<td>Details if Location identified</td>
<td>No</td>
</tr>
<tr>
<td>16</td>
<td>Annexure-XV</td>
<td>Pass Phrase Part A</td>
<td>No</td>
</tr>
<tr>
<td>17</td>
<td>Annexure-XVI</td>
<td>Pass Phrase Part B</td>
<td>No</td>
</tr>
<tr>
<td>18</td>
<td>Annexure-XVI</td>
<td>Format 4.11 General Particulars of Bidder</td>
<td>No</td>
</tr>
</tbody>
</table>

* Please flag the annexure and write flag number in the box.

Note:- RFP received without supporting documents for the various requirements mentioned in the RFP document may be rejected.

(Signature of Bidder)  
With Seal
### Particulars of RFP

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>e-tender no.</td>
<td>05/UPNEDA/Grid connect/RfP/2019</td>
</tr>
<tr>
<td>2.</td>
<td>Particulars of the work</td>
<td>Procurement of 500 MW Power From Grid Connect Solar PV Power Projects Through Tariff Based Competitive Bidding Process</td>
</tr>
<tr>
<td>4.</td>
<td>Last date and time of uploading of e-RFP on ISN-ETS Portal website</td>
<td>22/10/2019 upto 18.00 hrs</td>
</tr>
<tr>
<td>6.</td>
<td>Date and Time of opening of e-tender (Technical bid.)</td>
<td>23/10/2019 at 12.30 PM</td>
</tr>
<tr>
<td>7.</td>
<td>Date and Time of opening of e-tender (Financial bid.) may change</td>
<td>5/11/2019 at 1.00 PM</td>
</tr>
<tr>
<td>8.</td>
<td>Reverse Auction</td>
<td>Will be informed to eligible bidders</td>
</tr>
<tr>
<td>9.</td>
<td>Place of opening of e-tender</td>
<td>UPNEDA, Head Office, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh.</td>
</tr>
</tbody>
</table>

1. Bidders are advised to study the RFP Document carefully. Submission of e-tender against this RFP document shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the RFP Document with full understanding of its implications.

2. The e-tenders will be electronically opened in the presence of bidder’s representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder’s representative will be required to be produced.

3. In the event of date specified for e-tenders opening being declared a holiday for UPNEDA’s office then the due date for opening of e-tenders shall be the following working day at the appointed time and place.

4. All the required documents including Price Schedule/BOQ should be uploaded by the e-tenderer electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-tender Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label. All the enclosures should be scanned and uploaded with bid.

5. The companies/firms who are registered at ISN-ETS portal website https://www.bharat-electro|nictender.com would only be eligible for participating in this e-RFP. All companies/firms who have not registered themselves with ISN-ETS portal for e-tendering till date can get their registration done. The RFP document can be downloaded from the website of ISN-ETS portal https://www.bharat-electro|nictender.com. A link of the same is also available at www.upneda.org.in.

Note: - Interested bidders have to download the official copy of RfP & other documents after login into the ISN-ETS portal website https://www.bharat-electro|nictender.com by using the Login ID & Password provided by ISN-ETS portal website portal during registration (Refer Annexure – B). The bidder shall only be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal website https://www.bharat-electro|nictender.com and downloading the official copy of RFP.

(Signature of Bidder)  
With Seal
Definitions
SECTION 1: INTRODUCTION

DEFINITIONS

Any capitalized term, used but not defined in this RfP, shall have the meaning ascribed to such term in the RfP Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2012, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RfP:

“Affiliate” shall mean a company that either directly or indirectly
i) controls, or
ii) is controlled by, or
is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% of the voting shares of such company or right to appoint majority Directors.

“Appropriate Commission” shall mean the CERC, or the UPERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be;

“Average Pooled Purchased Cost (APPC)” shall mean the weighted average price at which an electricity distribution company buys power from various sources.

“Bid” shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RfP, in accordance with the terms and conditions hereof.

“Bidder” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require”;

“Bidding Company” shall refer to such single company that has submitted the Bid in accordance with the provisions of this RfP;

“Bidding Consortium” or “Consortium” shall refer to a group of companies that has collectively submitted the Bid in accordance with the provisions of this RfP;

“EMD” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 2.18 of this RfP, as per the prescribed Format 4.6;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RfP as
specified in Clause 2.26 of this RfP;

**Capacity Utilization Factor** or **“CUF”** Capacity Utilization Factor” or “CUF” means the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8766 Hours) in a calendar year shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under sub-section (1) of Section-76 of the Electricity Act, 2003 or its successors;

“Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder;

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;

“Control” shall mean holding not less than 51% of paid up share capital

“Controlling shareholding” shall mean not less than 51% of the voting rights and paid up share capital in the Company/Consortium;

“Performance Bank Guarantee (PBG)” shall have the meaning as per Clause 2.19 of this RfP;

“Contract Year” shall mean the period beginning on the Scheduled Delivery Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA;

“CTU” or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

“Delivery Point” shall be the same as injection point

“Effective Date” shall mean the date from which the PPA becomes effective;

“Electricity Act 2003” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

“Feed in Substation” shall be the substation of Transco / Discom.
“Financial Bid” shall mean the price schedule B containing the Bidder’s Quoted Tariff of this RFP;

**Floating System:** The Floating system comprises of Floating unit, Module support structure (if applicable) and anchoring /mooring mechanism for the floating solar PV System (FSPV).

“Grid Code” / “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

“Injection Point” Is the point located at the appropriate voltage of substation of Transco / Discom, the injection point shall also be the Delivery point or the metering point for estimation of energy generation, shall also mean **“Point of Connectivity”**

“Interconnection Point” shall mean the point where the power from the transmission line reaches to the switchyard bus of Transco / Discom at the Injection Point, the interconnection point shall be located in the periphery of Transco / Discom substation.

“Law” shall have the same meaning as ascribed thereto in the PPA;

“Lead Member of the Bidding Consortium” or “Lead Member” shall mean the Member which commits at least 51% equity stake in the Project Company and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in Format 4.3 of this RfP;

“Letter of Intent” or “LOI” shall mean the letter to be issued by the Procurer/ Authorized Representative to the Successful Bidder(s) for supply of power pursuant to Clause 3.1.4 of the RFP;

“Member of a Bidding Consortium” or “Member” or “Consortium Member” shall mean each company in the Bidding Consortium which has executed the Consortium Agreement as provided in Format 4.3 of this RfP;

“Minimum Bid Capacity” shall mean the minimum capacity in MW specified by UPNEDA in Clause 2.3, for which the Bidder is required to submit its Bid;

“Non-Financial Bid” shall mean Technical Bid containing the documents as specified in Clause 2.22 of the RfP;

“Parent Company” “Parent” shall mean a Company, which holds not less 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

“PPA” shall mean the agreement to be entered into between the Procurer(s) and the Seller pursuant to which the Seller shall supply power to the Procurer(s) as per the terms and conditions specified therein and a draft of which is attached hereto and marked as Enclosure 1 of Format 4.9 of this RfP,
including all its schedules, annexures, and all amendments or modifications;

“The Procurer(s)” shall mean Uttar Pradesh Power Corporation Ltd. (UPPCL), Lucknow – a Company incorporated in India and registered under the Companies Act, 1956 and Noida Power Company Ltd an electric utility company registered under companies act.

“The Project Company” shall mean the company, incorporated by the Bidder as per Indian laws, in accordance with Clause 2.16;

“Qualification Requirements” shall mean the qualification requirements as set forth in Clause 2.10 of this RfP;

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Non-Financial Bid (Technical-Bid) as per Clauses 3.1.1 and 3.1.2, stand qualified for opening and evaluation of their Financial Bid;

“Quoted Tariff” shall mean the Quoted Energy Charges, as applicable, quoted by the Bidder as per the prescribed price Schedule Part -B and shall be construed to be at the Interconnection Point as mentioned in its Bid;

“Requisitioned Capacity” means the total aggregate power of 500 MW proposed to be contracted by the Procurer(s) with the Successful Bidder(s) through this bidding process for supply at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

“RfP” shall mean this Request for Proposal dated -14/1/2019- along with all formats and RfP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“RfP Documents” shall mean the following documents to be entered into by the parties to the respective agreements in connection with the supply of power:
  a) PPA;
  b) All formats which form part of RfP; and
  c) Any other agreements designated as such, from time to time by the Procurer/Authorized Representative.

“Scheduled Delivery Date” shall mean the Date on which the Seller is required to start delivering the power at the Delivery Point as per the terms and conditions of the PPA;

“Seller” shall mean the Successful Bidder/or the Project Company, as the case may be who submit the Performance Bank Guarantee and executes the PPA and other RfP Documents with UPNEDA and who shall be responsible for supplying power to the Procurer(s) at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

“SERC” shall mean the State Electricity Regulatory Commission of any state in India constituted
under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;

“Single Tariff” refers to the fixed tariff over the entire term of the PPA, the bidder has to quote Fixed tariff as per the prescribed Price Schedule at Part - B

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or the Companies Act 2013 as applicable or under the provisions of any other applicable governing law;

“STU” or “State Transmission Utility” shall mean the board or the government company specified as such by the State Government under sub-section (1) of Section 39 of the Act;

“Successful Bidder(s)” shall mean the Bidder(s) selected by UPNEDA pursuant to this RfP for supply of power by itself or through the Project Company as per the terms of the RfP Documents, and to whom a Letter of Intent has been issued;

“Ultimate Parent Company” shall mean a Company, which owns not less than fifty one percent (51%) equity either directly or indirectly in the Parent and Affiliates;
SECTION 1

INTRODUCTION
1.1. **Objective**

1.1.1. Uttar Pradesh New & Renewable Energy Development Agency, hereinafter referred to as UPNEDA, acting through Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow, hereby invites interested Bidders to participate in the online bidding process for procurement of power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process for total 500 MW capacity on the basis of international competitive bidding in accordance with the Bidding Guidelines. The responsibility of the Successful Bidder(s) shall be to supply power to the Procurer(s) as per the terms and conditions of the RfP Documents.

1.1.2. UPNEDA will support setting up of Grid connected 500 MW Solar PV Power stations if established in Uttar Pradesh for the direct sale of 500 MW power to UPPCL. UPNEDA on behalf of UPPCL, will select solar power producer for setting up of minimum 5 MW capacity Solar PV Power Plants (total capacity 500 MW). Maximum capacity of Solar PV Projects to be allocated to a Company including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 500 MW.

1.1.3. UPNEDA on behalf of Uttar Pradesh Power Corporation Ltd. (UPPCL), Lucknow – a Company incorporated in India and registered under the Companies Act, 1956 will select the Solar PV Power Project Developers, and UPPCL will sign the Power Purchase Agreement (PPA) with the Successful Bidder.

1.1.4. For the convenience of the prospective bidders list of substations with available bays is available at UPNEDA website www.upneda.org.in and on UPPTCL site at www.upptcl.org.in

1.2. **Tariff**

PPA will be signed between Procurer and Successful Bidder(s). The Procurer shall pay to the Seller(s) the Quoted fixed Tariff which has been arrived from the single fixed tariff quoted by the successful bidder in the price bid as per Part –B followed by e-reverse auction, as per the terms and conditions of the PPA annexed as Enclosure -1 of RfP documents. The tariff shall be payable by the Procurer in Indian Rupees.

1.3. **Correspondence for enquiries and clarifications**

All correspondence, clarifications in respect of the RfP and submission of the Bid shall be addressed to:

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone:-9415609019, TeleFax: 0522-2720779, 0522-2720829
Email: compneda@rediffmail.com/ ho_nmk@rediffmail.com
Website: www.upneda.org.in
SECTION 2

INFORMATION AND INSTRUCTION TO BIDDERS
SECTION 2: INFORMATION AND INSTRUCTION TO BIDDERS

2.1. Total Capacity Offered
Selection of Successful bidder(s) for procurement of Solar Power from Grid connected Solar PV Power Projects for aggregate capacity up to 500 MW shall be done through Tariff Based Competitive Bidding Process under Solar Energy Policy 2017 of the State of Uttar Pradesh. The bidders are free to install Solar PV Power Projects anywhere in the state of Uttar Pradesh.

2.2. RfP document for Solar PV Power Projects
The RfP document has been prepared for Solar PV Power Projects technology. Solar PV Project means the solar project that uses sunlight for direct conversion into electricity through Photo Voltaic technology. The Bidder shall deploy, only commercially established and operational technologies. The detailed technical parameters for Solar PV Projects are at Annexure A.

2.3. Capacity of each Project
2.3.1. The capacity of each Solar Power Projects shall be minimum 5 MW. Any Bidder can apply for minimum 5 MW and the maximum capacity for the project shall be 500 MW. The capacity of Solar PV Power Plant applied shall be in multiples of 5 MW. The said MW capacity should mean the AC capacity rating at the delivery point i.e. at the grid sub-station where the Project would be connected to, and accordingly the bidder can choose the DC rating of his solar field to meet the AC rating at the delivery point.

2.3.2. The Solar PV Power Projects shall be selected through a competitive bidding process on the basis of international competitive bidding as per Section – 63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder shall be to supply power to the Procurer for 25 years as per the terms and conditions of the PPA.

2.4. Minimum CUF Limits
If for any Contract Year, it is found that the SPP (Developer) has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPP, on account of reasons solely attributable to the SPP then the developer shall pay a penalty equal to 25% of the project tariff to the Procurer, for such shortfall in units.

2.5. Supply of Power to Procurer
After completion of evaluation process a Letter of Intent (LOI) will be issued to the successful bidder to sign a PPA with the Procurer for duration of 25 years.

2.6. Tariff for Supply of Power
2.6.1. Bidders are required to quote Single fixed tariff for 25 years only in the Price Bid at Part –B at Schedule B. UPNEDA will not entertain different tariff for every year, any bid with different tariff will be considered disqualified. Tariff quoted has to be less than or equal to Rs.3.25/kWh. Procurer will be liable to pay the project developer the tariff as signed in the PPA.
2.7. **Grid Connectivity**

2.7.1 The grid connectivity and associated evacuation facilities from the solar power plant substation/switchyard to distribution/transmission system “feed in substation” will be provided in accordance with UPERC (Grant of Connectivity to Intra-State Transmission System) Regulations 2010 as amended from time to time.

2.7.2 The responsibility of getting connectivity with the transmission system owned by the Discom/STU will lie with the Project Developer. The cost of the transmission line up to the “feed in substation” viz the point of interconnection where the metering is done shall be borne by the Solar Project Developer. This transmission line shall be constructed by the Project Developer. The entire cost of transmission including cost of construction of line, wheeling charges, and losses etc. as per applicable Regulations of the commission will be borne by the Project Developer and will not be met by the STU/Discom.

2.7.3 Clause deleted.

2.7.4 Seller(s) shall be responsible for the Operation and maintenance of dedicated transmission line up to the point of connectivity. Such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.

2.7.5 Construction and operation/maintenance of evacuation system associated with plants shall be the responsibility of generating company. However, for Bundelkhand and Purvanchal region conditions as mentioned in clause 2.7.7 will be applicable.

2.7.6 The Interconnection /Metering Point shall be located at the appropriate voltage of substation of Transco / Discom, and generating company shall bear the cost for construction of interconnection / metering facilities upto the point of connectivity.

2.7.7 In case of projects being set up in Bundelkhand and Purvanchal region of the state the following shall be applicable:

   a) The Solar Project Developer is free to construct the transmission line on his own after deposition of the supervision charges with the STU/Discom.

   b) State Government as per Solar Energy Policy of Uttar Pradesh 2017 will provide the subsidy per KM on the following lengths of the transmission:-
      - For 05 to 10 Megawatt capacity-10 Kilometer
      - For >10 megawatt to 50 megawatt capacity -15 Kilometer
      - For >50 megawatt capacity - 20 Kilometer.

   c) Solar Project Developer shall construct the Double circuit or single circuit transmission line as per the planning approval of the concerned STU/Discom.

   d) The Solar Project Developer shall be given the subsidy on the transmission line length as mentioned in 4.3.6 (b) as per the “Rate Schedule” issued by the STU/Discom for the construction of per kilometer transmission line during the concerned year or the actual cost of
construction, whichever is less.

e) This subsidy shall be reimbursed to the Solar Project Developer by the UPNEDA after the 
construction of the transmission line and the Commercial Operation Date (COD) of the Power 
Plant. UPNEDA will reimburse the subsidy from the fund available from Government of U.P 
within one month of receipt of verified expenditure documents from UPPTCL.

f) The estimation of the subsidy amount payable will be as per the verification done by the 
concerned STU/Discom of the transmission work done and the expenditure made on it by the 
SPD. UPPTCL will verify the work done and expenditure made within one month of receipt of 
complete documents from SPD in UPPTCL.

g) The STU/Discom shall own the transmission line constructed by the SPD after the Commercial 
Operation Date (COD) and operations and maintenance shall be the responsibility of the 
STU/Discom.

h) If the SPD constructs single circuit transmission line on a double circuit tower than the 
STU/Discom shall be free to construct another transmission line on the same tower and any 
objection towards the same by the SPD shall not be acceptable.

If the planning unit of STU/Discom proposes to LILO at any center on the transmission line 
constructed by the SPD than in that case any objection from the SPD towards the same shall 
not be acceptable.

2.7.8 The Solar PV Project shall be connected to the nearest substation at the appropriate voltage 
level.

2.7.9 SPD is allowed to sell power to UPPCL thru ISTS network on the condition if in future Ministry of 
Power, GOI (order No 23/12/2016-R&Rdated 13/2/2018) withdraws the waiver provided in 
Interstate transmission charges and losses on transmission of the electricity through the 
interstate transmission system for sale of Power then the same charges and losses will be borne 
by SPD. However Solar Power Plant will be located in Uttar Pradesh and sale of Power 
will be to UPPCL.

2.8. **Procurement of RFP Document, Processing Fees**

2.8.1 RFP document may be downloaded from the ISN-ETS Portal website www.bharat- 
electronic.tender.com. Cost of RFP document is Rs.25000+ 18% GST= Rs 29500.00 (Rs. Twenty 
nine thousand and five hundred only ) inclusive of all taxes to be submitted either thru NEFT 
/RTGS transfer in the account of UPNEDA.(Bank details are as mentioned below) or in the form 
of Demand Draft issued from any of the banks listed in Format 4.10, in favour of Director 
UPNEDA, payable at Lucknow to be enclosed with the RFP document on submission. In case of 
submission of RFP document fees thru NEFT/RTGS (Electronic Transfer) the Bidder shall
submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

Prospective bidders interested to participate in the bidding process are required to submit their RfP document along with a non-refundable processing fee of Rs.250000/- + 18% GST= Rs. 295000/- (Rupees two Lakh ninety five thousand only) either thru NEFT /RTGS transfer in the account of UPNEDA.(Bank details are as mentioned below) or in the form of DD/Pay Order in favour of “Director, UPNEDA”, payable at “Lucknow”.

In case of submission of Bidding processing fees thru NEFT/RTGS (Electronic Transfer) the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

If bidder submits more than one bid, each bid will be submitted with separate RfP document fees and non-refundable processing fees along with required EMD.

Bank Details of UPNEDA:

<table>
<thead>
<tr>
<th>Name &amp; Address of Account Holder</th>
<th>Uttar Pradesh New and Renewable Energy Development Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td>Central Bank of India</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Bmluck3964@centralbank.co.in">Bmluck3964@centralbank.co.in</a></td>
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<tr>
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<td>CBIN0283946</td>
</tr>
<tr>
<td>MICR Code</td>
<td>226016035</td>
</tr>
</tbody>
</table>

2.8.2 A Bidding company/Consortium will be eligible to participate in the bidding process only:

1. On online submission of RfP along with the cost of document and processing fee.

2. The bidder should be a company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium.

2.8.3 Successful Bidders will deposit the regulators fees sought by UPNEDA at the time of submission of petition for adoption of Tariff to UPERC.
2.9. **Number of Response to RfP by a Company**

The total capacity of Solar PV Projects to be allocated to a Company including its Parent, Affiliate or Ultimate Parent or any Group Company or as a part of consortium shall be limited to 500 MW.

More than one Bid can be submitted by the Bidder for development of Solar Projects. However, in case of multiple Bids by the same Bidder, the following conditions apply:

a. The plant shall be located at a single location for the capacity applied in single bid.
b. In case of multiple bids being submitted by the bidder, the cumulative capacity being offered in the bids should not exceed 500 MW.
c. In case of a Bidding Consortium, multiple bids with the same Consortium members are permitted.
d. A Bidder shall bid as part of a single Bidding Consortium only.

*If a bidder wants to submit multiple bids, Bidder is required to do multiple registrations at ISN-ETS portal as per the number of bids, Bidder intends to submit. Each registration by the Bidder in the ISN-ETS portal website has to be done with a different e-mail ID and a different Digital Signing Certificate (DSC).*

2.10. **Qualification Requirements**

The Bidder must meet the Qualification Requirements independently as Bidding Company or as a Bidding Consortium with one of the Members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid. Further, a Bidding Consortium can participate in the bidding process if any Member of the Consortium has purchased the RfP. The intending bidder should satisfy the following criteria:

2.10.1. **Financial Criteria**

A. **Net worth:**

Net worth should be equal to or greater than the value calculated at the rate of Rs. 68.20 lakh per MW of capacity offered by the Bidder in its Bid or equivalent USD [*Calculated as per provisions mentioned in Note below*] would need to be demonstrated. The computation of net worth shall be based on unconsolidated audited annual accounts of any of the last three (3) financial years immediately preceding the Bid Deadline.

Pursuant to Clause 2.9 above, in case of application by a Bidder projects with capacity more than 5MW then total cumulative capacity applied by the Bidder shall be considered for the purpose of Net Worth. (Example: Company ‘A’ applying for projects totaling to 50 MW, then the Net Worth required shall be Rs. 0.6820 Crores x 50 = Rs. 34.10 Crores).

*[Note: For the Qualification Requirements, if data is provided by the Bidders in foreign currency, equivalent rupees of Net worth will be calculated using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidders’ banker.]*
For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account.

For avoidance of doubt, “net worth” as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

Paid up Share capital will include;

i) Paid up equity Share Capital
ii) Fully, compulsorily and mandatory convertible preference Shares and
iii) Fully, compulsorily and mandatory convertible Debentures

The computation of Net worth shall be based on unconsolidated audited annual accounts of the Company. For the purpose of the computation of Net worth, any one of the last three financial years and up to seven (7) days prior to Bid Deadline shall be considered. The Bidder would thus be required to submit annual audited accounts for the last three financial years 2015-16, 2016-17 and 2017-18 (or Calendar Years 2016, 2017 and for 2018 if available or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country), while indicating the year which should be considered for evaluation along with a certificate from the chartered accountant to demonstrate the fulfillment of the criteria. In case a Bidder seeks qualification on the basis of Net worth as on seven (7) days prior to Bid Deadline, the Bidder shall submit a certificate from a Statutory Auditor/Chartered Accountant certifying the Networth on the date seven days prior to submission of Bid and also submit the un-audited financial statements of the Company duly certified by Statutory Auditor/Chartered Accountant for the date on which the certificate of Net worth has been obtained.

2.10.1.1. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered.

2.10.1.2. For a newly incorporated Company relying solely on its own credentials, where the annual account has not been prepared, the Net Worth criteria should be met not more than seven days prior to the last date of submission of response to RfP. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the Net Worth on the date seven days prior to submission of response to RfP along with the
unaudited financial statements of the Company duly certified by Chartered Accountant for the date on which the certificate of Net Worth has been obtained.

2.10.1.3. If the Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company as per the Consortium Agreement (Format 4.3), forming part of its Non-Financial Bid. Any Consortium, if selected as the Successful Bidder, shall, for the purpose of supply of power, incorporate a Project Company with equity participation by the Members as provided in the Consortium Agreement (Format 4.3) within thirty (30) days of the issue of Letter of Intent.

2.10.1.4. Any Bidding Company may choose to incorporate a Project Company for the purpose of supply of power.

2.10.1.5. The Bidder may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s). The financial capability of a particular Parent Company (ies) and / or Affiliates shall not be used by more than one Bidder.

2.10.1.6. The determination of the relationship of Parent Company or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be as existing on the date seven (7) days prior to the Bid Deadline. Documentary evidence in form of a certification from a practicing Company Secretary or Statutory Auditor to establish such relationship shall be furnished by the Bidder along with the Bid.

2.10.1.7. If the Bidding Company or a Member of a Bidding Consortium relied on the financial capability of its Parent/Affiliates, such Bidding Company or Member have to submit a Board resolution as per Format 4.5, from its Parent / Affiliate, as the case may be, that the obligation of the Bidding Company or the Member of the Consortium to submit a Performance Bank Guarantee, if selected, shall be deemed to be their obligations as well and in the event of any default whatsoever by the Successful Bidder in submitting the Performance Bank Guarantee, the same shall be submitted by such Parent / Affiliate, as the case may be.

In case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

2.10.1.8. A Bidder may submit multiple responses, individually as Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Parent Company / Affiliate / Ultimate Parent Company of the Bidding Company or a Member of a Bidding Consortium shall not separately participate directly or indirectly in the same
bidding process. Further, if any Bidder has a Conflict of Interest with other Bidder(s) participating in the same bidding process, the Bid of all such Bidder(s) shall be rejected.

**Note:**

(i) It is not necessary to have the Technology partner at RfP stage. Further it is also not necessary for the Technology partner to have an equity stake in the Bidding Company/Consortium. However if Technology Partner has an equity participation in Bidding Consortium then it has to be a Company with equity participation not more than 10%.

(ii) The Bidder may seek qualification on the basis of financial capability of its Parent and/or its Affiliate(s) for the purpose of meeting the Qualification Requirements.

(iii) The financial capability of a particular Parent company and/or affiliate shall not be used by more than one bidder.

(iv) The Parent company/Affiliate/Ultimate parent company of the bidding company or a Member of a Bidding consortium shall not separately participate directly or indirectly in the same bidding process.

(v) Net Worth of individuals, whether Director or otherwise, shall not be considered

(vi) Where the financially evaluated company is not the Bidding Company or a member of a bidding consortium, as the case may be, the Bidding Company or a member shall continue to be an affiliate of the financially evaluated company till execution of PPA.

(vii) Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.

**2.10.2 Type of Company**

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Company acting as the Lead Member of the Bidding Consortium. Short listing of Bidders will be based on meeting the Qualification Requirement as specified below:-

i. The Bidder should be a company, as defined in the Electricity Act, 2003 and incorporated under the Companies Act, 1956 or the Companies Act 2013 as applicable and are eligible on standalone basis or as a part of the bidding consortium.

ii. A foreign company on standalone basis or as a member of consortium at RfP stage. But before signing of PPA it has to form an Indian Company registered under the Companies Act, 1956 or the Companies Act, 2013 as applicable;

iii. Companies shortlisted in RfP can also execute the project through a Special Purpose Vehicle (SPV). However the SPV has to be formed before signing of PPA.

Limited Liability Partnerships (LLPs) are not eligible for participation.

The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of Clause 2.27 under the title “Financial Closure”. The undertaking shall be as per enclosed Format 4.4.
2.10.3 Consents, Clearances and Permits

2.10.3.1 Site Identification and Land Acquisition:

At this stage, the project developer would also provide evidence that the requisite technical criteria have been fulfilled and required Land for project development @ 1.5 ha/MW is under clear possession of the project developer or In case of project is to be installed on water body, document for availability of water body for setting up of Solar Power Projects on which the project developer wishes to install the required capacity. In this regard the Project developer shall be required to furnish the following documentary evidences.

i. Identification of the 100% (hundred per cent) land/water body at the time of bid submission and within 12 (twelve) months of the execution of the PPA, submission of documents/ Lease Agreement to establish possession/ lease 100 % (hundred per cent) of the required land/water body in the name of the Solar Power Generator or its Affiliate. In case the land is in the name of Affiliate, the land should be transferred in the name of Solar Power Generator prior to Scheduled Commissioning Date (SCD).

ii. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procuer, in case of default of the Solar Power Generator.

iii. Requisite documents from the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land in the name of Project Developer and in case private land converted for industrial use.

iv. In case of land to be acquired under the Land Acquisition Act 1894 or its equivalent, the Bidder shall submit copy of notification issued for such land under Section 6 of the Land Acquisition Act 1894 or its equivalent. In case of project to be installed on water body, document for availability of water body for setting up of Solar Power Projects on which the project developer wishes to install the required capacity.

v. In all other cases, the Bidder shall furnish documentary evidence in the form of certificate by concerned and competent revenue / registration authority for allotment of the land.

vi. Clause deleted.

vii. In case Land for the project capacity being quoted is not available, bidders can propose the solar plant (100% capacity) with floating solar technology on the water body like reservoir, lake etc if identified

(B) In case of non-availability of land/water body with the bidder at the time of bidding, an undertaking has to be submitted that the documentary evidence will be produced by the bidder of the availability of land/ water body within twelve months of signing of PPA. The undertaking can be provided in the Format 4.4(c).

Note:

a. Change in the location of land/water body for setting up the project from one place to other location is not permitted after 12 months from the signing of PPA or at financial closure, whichever is earlier.
b. The land/water body for setting up the project should be free from all encumbrances.
c. The land should neither have been proposed for other purposes & nor should have been mortgaged

2.10.3.2 Other Provisions:

i. In case the Bidder is a Bidding Company and wishes to incorporate a Project Company, all such Consents, Clearances and Permits if obtained in the name of a company other than the Project Company, the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.

ii. In case the Bidder is a Bidding Consortium, all such Consents, Clearances and Permits shall be obtained in the name of the Lead Member and the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.

iii. Notwithstanding anything stated above, the Procurer/ Authorized Representative reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information / documents. The Procurer/ Authorized Representative reserves the right at its sole discretion to contact the Bidder’s bank, lenders, financing institutions and any other persons as necessary to verify the Bidder’s information/documents for the purpose of qualification.

iv. The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Where the Financially Evaluated Entity is not the Bidding Company or a Member of a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Financially Evaluated Entity till execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.11. Submission of Bid by the Bidder

2.11.1. Bid Formats / Documentary Evidence

a) The information and/or documents shall be submitted by the Bidder as per the formats specified in Section 4 (Formats for RfP) of this document.

b) Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures / pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

c) The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements to the satisfaction of the Procurer/ Authorized Representative and shall furnish unconsolidated / consolidated audited annual accounts in support of meeting financial
requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditor’s report, etc., as the case may be, of Bidding Company or each Member of a Consortium or Financially Evaluated Entity for the last three (3) financial years immediately preceding the Bid Deadline for the purpose of calculation of Net worth.

2.11.2. **Bid submitted by a Bidding Consortium**

   a) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Format 4.3). There shall be only one Lead Member which shall continue to hold fifty one percent (51%) equity in the Project Company up to a period of three (3) years after commencement of supply of power as per provisions of Clause 2.25 of this RfP and the PPA. Except with the prior approval of Procurer. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.

   b) Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of the other Members.

   c) Provided further that the Consortium Agreement shall not be amended without the prior written approval of the Procurer/ Authorized Representative.

   d) The Lead Member shall designate one person to represent the Consortium in its dealings with the Procurer/ Authorized Representative. The person designated by the Lead Member shall be authorized through a Board Resolution to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format 4.2 in favor of the Lead Member issued by the other Members of the Consortium.

   e) The Bid shall also contain a Board Resolution as per Format 4.5 from each Member of the Consortium confirming that the RfP & RfP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to by them.

2.12. **Point of contact in case of Bidding Consortium**

   In case of Bid being submitted by a Consortium, the Lead Member of the Consortium shall be the single point of contact for the purposes of the Bid process, before the date of signing of last of the RfP Documents. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of UPNEDA and UPNEDA shall not bear any liability whatsoever on this account.
2.13. **Bid submitted by a Bidding Company**

The Bidding Company should designate one person to represent the Bidding Company in its dealings with UPNEDA / Procurer. The person so designated shall be authorized through a Board resolution (as per Format 4.5) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Bidding Company, etc.

2.14. **Clarifications and Pre-bid Meeting**

1. **Pre-bid meeting:**

   The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), UPNEDA will make all efforts to respond to the queries during the Pre-Bid Meeting to be held on **3.10.2019 at 12.30 PM at UPNEDA Office, Lucknow.**

   The purpose of the pre-bid meeting will be to clarify any issues regarding the RfP, including in particular, issues raised in writing by the Bidders.

   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.

   However, it may please be noted carefully that the Pre-Bid meeting will be held only with the authorized representatives of the bidders. Only two representatives from each Bidding Company shall be allowed for Pre Bid discussions.

2. **Enquiries/clarifications may be sought by the Bidder from:**

   Director,
   Uttar Pradesh New & Renewable Energy Development Agency,
   Vibhuti Khand, Gomti Nagar, Lucknow
   Phone: 9415609019 ,
   Tele Fax: 0522-2720779, 0522-2720829
   Email: compneda@rediffmail.com, ho_nmk@rediffmail.com
   Website: www.upneda.org.in

3. **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 3, at its sole discretion. UPNEDA’s decision in this regard shall be final and binding on the Bidders.**

2.15. **RfP Document and attachments**

The drafts of the following RfP Documents have been attached to this RfP:

a. Draft PPA at Format -4,9

b. Any modifications, amendments alterations or clarifications thereto.
2.16. **Incorporation of a Project Company**

2.16.1. In case of the Successful Bidder being a Bidding Consortium, it shall, within Thirty (30) days of the issue of the Letter of Intent, incorporate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid. In case the Project Company has already been incorporated prior to the submission of the Bid as specified in the Consortium Agreement such Project Company shall be responsible to execute the RfP Documents. The investment in the Project Company shall be as per provisions of the Consortium Agreement and shall be subject to the provisions of Clause 2.25 of this RfP.

2.16.2. In case of the Successful Bidder being Bidding Company and choosing to incorporate a Project Company for supply of power, it shall incorporate the Project Company within thirty (30) days of the issue of the Letter of Intent. In case the Project Company has already been formed by such Bidding Company prior to the submission of the Bid, the Bidding Company shall provide the details of such Project Company in its Bid. The investment in such Project Company incorporated by the Successful Bidder may be from any of the Affiliates and / or Ultimate Parent and shall be subject to the provisions of Clause 2.25 of this RfP.

2.16.3. The Project Company shall execute the RfP Documents and be responsible for supply of power to the Procurer(s) as per the provisions of the PPA.

2.17. **Cancellation of the Letter of Intent**

If the Successful Bidder(s) / Project Company fails or refuses to comply with any of its obligations under Clauses 2.16 and 2.19, and provided that UPNEDA / Procurer (s) and / or other parties to the respective RfP Documents are willing to execute the said documents, such failure or refusal on the part of the Successful Bidder/ Project Company shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, UPNEDA / Procurer shall be entitled to invoke the EMD of the Successful Bidder(s) / Project Company.

2.18. **Earnest Money Deposit (EMD)**

2.18.1. Each Bidder shall submit the Bid accompanied by EMD, in the form of Bank Guarantee as per Format 4.6 for an amount of Rs. 6.82 Lakh (Six lakh eighty two thousand rupees) per MW of the offered capacity issued by any of the banks listed in Format 4.10. In the case of a Consortium, the Lead Member shall furnish the EMD as stipulated in the RfP, on behalf of the Consortium Members as per the Consortium Agreement. The EMD shall be valid for a period of ninety (90) days beyond the validity of the Bid.

2.18.2. The EMD, may be invoked by the UPNEDA /Procurer, without any notice, demure, or any other legal process upon occurrence of any of the following:

- Failure to incorporate the Project Company as a legal entity within thirty (30) days of issue of Letter of Intent, or,
- Failure to furnish the Performance Bank Guarantee as per Clause 2.19; or
- Failure to execute the RfP Documents subject to the provisions of Clause 2.17; or
- Bidder submitting any wrong information or making any misrepresentation in Bid as
2.18.3. The EMDs of all Bidders, who’s Bids are declared non-responsive, shall be returned and released by UPNEDA within thirty (30) days after the date on which the Financial Bids are opened.

2.18.4. The EMDs of all unsuccessful Bidders shall be returned and released by the UPNEDA within a period of thirty (30) days of the occurrence of the earlier of the following:

   a) Submission of the Performance Bank Guarantee as per Clause 2.19 of the RfP and the execution of the RIP Documents (as applicable) by the Successful Bidder(s); or
   b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders.

2.18.5. The EMDs of all Bidders shall be returned and released by UPNEDA within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by UPNEDA.

2.18.6. The EMD of the Successful Bidder(s) shall be returned on the submission of Performance Bank Guarantee as per Clause 2.19 of the RfP and the provisions of the PPA.

2.19. **Performance Bank Guarantee (PBG)**

2.19.1. Within ninety (90) days of issue of Letter of Intent or before the signing of the PPA whichever is earlier, the Successful Bidder(s) either on his/their own behalf or on behalf of the Seller, shall provide to UPNEDA the Performance Guarantee in the format provided in the Format 4.8, for an amount of **Rs 17.05 Lakh (Seventeen lakh five thousand rupees) per MW** of the Contracted Capacity, which shall be provided to UPNEDA for the amount calculated pro-rata (and rounded off to the nearest one lakh with the principle that amounts below Rs. 50,000/- shall be rounded down and amounts of Rs. 50,000/- and above shall be rounded up). The Performance Guarantee shall be initially valid for a period of six (6) months after the Scheduled Delivery Date and thereafter shall be dealt with in accordance with the provisions of the PPA. The Performance Guarantee shall be issued by any of the banks listed in Format 4.10.

2.19.2. In case the Successful Bidder is unable to obtain the Performance Bank Guarantee for the total amount from any one bank, the Successful Bidder may obtain the same from not more than two (2) banks.

2.19.3. Non submission of the PBG by the Successful Bidder(s) may lead to the invocation of the EMD, 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.

2.19.4. Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to UPNEDA in addition to the PBG amount.

Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the Bidder shall be encashed by UPNEDA and the Project shall stand terminated.

For the purpose of calculation of the above delay charges, ‘month’ shall be considered as a period of 30 days.
2.20. **Bank Guarantees**

2.20.1 The Bidder shall provide the following Bank Guarantees from any of the banks listed in Format 4.10 to UPNEDA in a phased manner as detailed hereunder:

- **EMD** for the amount calculated as per Clause 2.18 (@ Rs. 6.82 Lacs / MW) in the form of Bank Guarantee along with RfP as per Format 4.6. (valid for a period of ninety (90) days beyond the validity of the Bid)
- Performance Bank Guarantee calculated as per Clause 2.19 (@ Rs17.05 Lacs / MW) in the form of Bank Guarantee within ninety (90) days of issue of Letter of Intent or before the signing of PPA whichever is earlier, as per Format 4.8. (initially valid for a period of six(6) months after the Scheduled Delivery Date)

2.20.2 Within ninety (90) days of issue of Letter of Intent or before the signing of PPA whichever is earlier the total Bank Guarantee value towards Performance Bank Guarantee shall be submitted in 02 Nos. of Bank Guarantee in the ratio of 20% & 80%. (Example: If the total PBG required for the project is Rs. 4 Crores, then the SPD shall submit 2 Bank Guarantees, the first one being for Rs. 0.80 Crores and the other one being for Rs. 3.20 Crores).

2.20.3 In case, UPNEDA offers Successful Bidder to execute the PPA with UPPCL/Procurer and if the Selected Bidder refuses to execute the PPA or is unable to execute the PPA within the stipulated time period, UPNEDA will encash the Bank Guarantees towards EMD.

2.20.4 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

2.20.5 In order to facilitate the bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements.

2.20.6 Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 90th day from the date of issuance of LOA. In extraordinary cases of unavoidable delays on the part of UPPCL in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

2.21. **Amendment of RFP**

UPNEDA, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RfP, including the timelines specified in Clause 2.26, by issuance of addendum / modification / errata and / or a revised document. Revisions or amendments in the Bidding Guidelines may cause UPNEDA to modify, amend or supplement this RfP, including the RfP Documents to be in conformance with the Bidding Guidelines. Such document shall be made available on UPNEDA website.

Bidders should notify themselves regarding any addendum / modification made in RfP document, the same shall be uploaded on UPNEDA website. No personal correspondence will be made by UPNEDA to Bidder(s).

2.22. **Bidding Process**

The Bid in response to this RfP shall be submitted by the Bidders in the manner provided in Clause 2.11. The Bid shall comprise of the following:
A. Language

The RFP 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.

B. Format and signing of Offer

(i) The Bid should be submitted online as stipulated in the RFP document.

(ii) Any condition or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the UPNEDA, or 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.

(iii) The hard copy of Bid (except Financial Bid) along with enclosures and related documents as per following must reach at UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow before opening date and time of online Technical-Bid without which the online Bid of concern Bidder will not be opened.

(iv) Uploading of e-tender

a) The bid shall be uploaded online as per guidelines of ISN-ETS portal. Detail instructions to be followed by the bidders for online submission of response to RFP 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.

b) The bid must be complete in all technical and commercial respect and should contain requisite certificate, drawings, informative literature etc. as required in the specification.

c) First part (PART-A) should contain technical details brochure literature etc. All parts of RFP documents except financial bid should be uploaded online in due date and time.

d) The Bidder should submit Price Bid at Part –B in Second part. Second part (PART-B) should contain financial bid only should be uploaded online in due date and time.

e) Anything in regard of financial condition, payment terms, rebate etc. mentioned in financial bid may make the bid invalid. Therefore, it is in the interest of the Bidder not to write anything extra in Part-B except price.

f) The original copy of uploaded document i.e. First part (Part-A) is to be submitted by Post/courier/by hand to UPNEDA HQ before opening of Technical bid.
(v) **Documents to be submitted in hard copy (in Original)**

a) General particulars of bidder, as provided in e-tender document.

b) Declaration by The Bidder, as provided in e-tender document.

c) RfP Document fees Draft.

d) Processing fees Draft.

e) All the formats specified in Section 4 (Formats for RfP) of this document;

f) Documents as per the Check list of Annexure as provided in e-tender document.

g) Power of Attorney of the Bidder, for the person representing his Company/Firm/Corporation, that he is authorized to discuss and with specific mention of this e-tender.

h) **Pass-Phrase Part A**: Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope. The bidder should mention the OID against the Pass Phrase.

i) **Pass-Phrase Part B**: Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope. The bidder should mention the OID against the Pass Phrase.

j) Blank copy of the in e-tender document and Draft PPA at Format 4.9 signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures.

k) The hard copy should not contain any financial information related to the financial offer.

(vi) **Documents to be submitted Online**

Detail instructions to be followed by the bidders for online submission of response to RfP 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.

The e-tender prepared and uploaded by the Bidder must be digitally signed on [https://www.bharat-electronicstender.com](https://www.bharat-electronicstender.com) and shall comprise the following components:

a) Covering letter as provided in e-tender document at Format –4.1

b) General particulars of bidder, as provided in e-tender document.

c) Declaration by The Bidder, as provided in e-tender document.

d) Scanned copy of RfP Document fees Draft.

e) Scanned Copy of Processing fees Draft.

f) Scanned copy of Bank Guarantee (EMD) in the form as per **Format 4.6**;
g) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium uploaded in original as per **Format 4.2**.

(In the event any Member of the Bidding Consortium is a foreign entity, Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause may be submitted and Uploaded. 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**.

h) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 4.3** along with board resolution from each Member of the Consortium for participating in consortium;

i) Format for Qualification Requirements as per **Format 4.4**, as applicable;

j) Board Resolutions, as per prescribed at **Format 4.5** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

1. 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 Bid;

2. Board resolution from each of the Consortium Members except the Lead Member in favour of the person authorised to execute the Power of Attorney in favour of the Lead Member.

3. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and

4. Board Resolutions from Parent and /or Affiliate (whose credentials have been used), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.

k) A disclosure statement as per **Format 4.7** regarding participation of any related companies in this bidding process;

l) Documents as Check list of Annexure as provided in e-tender document

m) Blank copy of the in e-tender document and Draft PPA at Format 4.9 signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures.

n) Power of Attorney of the Bidder, for the person representing his Company/Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender.
The bidder will have to fill the Electronic Form provided at the ISN-ETS Portal as part of Technical Bid.

C. Technical Offer

Bidders shall submit and upload the technical Offer in the formats (4.1 to 4.7) (the “Technical Offer”). As mentioned above in B while submitting the Technical Offer, the Bidder shall, in particular, ensure that all the formats are uploaded. The Technical Offer shall not include any financial information relating to the financial offer.

UPNEDA reserves the right to verify all Statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the UPNEDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the UPNEDA there under.

D. Financial Offer

i. The Financial offer of the Bidder shall be submitted online in the Electronic Form provided at the ISN-ETS Portal on the appropriate financial bid Part-B clearly indicating fixed tariff IN Rs / kWh upto two decimals for twenty five years at the Interconnection point duly signed by an authorized signatory. 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.

ii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder.

iii. The Quoted Fixed Tariff shall be an all-inclusive Tariff up to the Interconnection Point and no exclusions shall be allowed. The Bidder shall take into account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. It shall also include any applicable transmission costs and transmission losses (if any) from the generation source up to the Interconnection Point. Availability of the inputs necessary for supply of power shall be ensured by the Seller and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the plant location must be reflected in the Quoted Fixed Tariff.

2.23. The Bidder should note that

2.23.1. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, UPNEDA reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.

2.23.2. If for any reason the Bid of any Successful Bidder is rejected or Letter of Intent issued to such Successful Bidder is cancelled, UPNEDA may:

   a. Consider the next lowest Financial Bid from other than the Successful Bidder(s) whose Bids are responsive and valid; or
   b. Annul the bid process; or
   c. Take any such measure as may be deemed fit in the sole discretion of UPNEDA, as applicable.
2.23.3. UPNEDA reserves the right to accept the offer of the Bidder for any quantum of power up to the quantum offered by it, subject to the Minimum Bid Capacity, and considering the balance Requisitioned Capacity (after considering the quantum of power offered by Successful Bidder(s) in Clause 3.1.5 II).

2.23.4. Language of the Bid shall be English only;

2.23.5. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.1;

2.23.6. UPNEDA may, at its sole discretion, ask for additional information/document and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Fixed Tariff shall be sought or permitted by UPNEDA.

2.23.7. Non-submission and/or submission of incomplete data/information required under the provisions of the RfP shall not be construed as waiver on the part of UPNEDA of the obligation of the Bidders to furnish the said data/information unless the waiver is in writing.

2.23.8. UPNEDA may verify the Bidder’s financial data by checking with the Bidder’s lenders/bankers/financing institutions/any other person as necessary.

2.23.9. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP and obtain independent advice from appropriate sources.

2.24. Bidder to inform itself fully

2.24.1. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.

2.24.2. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India.

2.24.3. In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 1956 or the Companies Act, 2013 as applicable, the Customs Act, the Foreign Exchange Management
Act 1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the Land Acquisition Act 1984, the regulations framed by regulatory commissions and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. The Procurer/ Authorized Representative shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

2.24.4. The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to Procurer(s). The Procurer(s) shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up of the generation facilities and/ or supply of power.

2.25. Minimum Equity holding/Equity Lock-In

2.25.1. The aggregate equity shareholding of the Selected Bidder in the issued and paid up equity share capital of the Seller shall not be fall below Fifty One percent (51%) at any time from Effective Date up to a period of three (3) year after commencement of supply of power. Except with the prior approval of procurer.

2.25.2. In case of a Bidding Consortium, any Member, other than the Lead Member, shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in Clause 2.25.1 above. In case of a Bidding Company, any investing entity (ies) shall be allowed to divest its equity as long as the other remaining investing entity(ies) hold the minimum aggregate equity specified in Clause 2.25.1 above.

2.25.3. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Ultimate Parent Company or Parent Company (ies). If the Successful Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company (ies), the Successful Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified above in 2.25.1 are still maintained.

2.25.4. If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the Project Company to another Affiliate or to the Parent Company/ Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate/ Parent Company/ Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

All transfers of shareholding of the Project Company by any of the entities referred to above shall be after prior written permission from the Procurer.

2.25.5. For computation of effective equity holding, the equity holding of the Successful Bidder or
its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in the Seller shall be computed in accordance with the example given below:

a. If the Parent Company or the Ultimate Parent Company of the Successful Bidder A directly holds thirty percent (30%) of the equity in the Seller, then holding of Successful Bidder A in the Seller shall be thirty percent (30%);

b. If Successful Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in the Seller, then, for the purposes of ascertaining the minimum equity / equity lock-in requirements specified above, the effective equity holding of Successful Bidder A in the Seller shall be fifteen percent (15%), (i.e., 30% x 50%);

2.25.6. The provisions as contained in this clause shall override the terms of the Consortium Agreement submitted as a part of Bid.

2.26. **Due Dates**

The following shall be the time schedule for completion of the bidding process:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Event</th>
<th>Schedule</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of issue of RfP</td>
<td>Zero Date</td>
<td>17/09/2019</td>
</tr>
<tr>
<td>2.</td>
<td>Prebid meeting</td>
<td>Zero date + 16 days</td>
<td>03/10/2019</td>
</tr>
<tr>
<td>3.</td>
<td>Bid submission and opening of Non-Financial Bid</td>
<td>Zero date + 36 days</td>
<td>23/10/2019</td>
</tr>
<tr>
<td>4.</td>
<td>Financial Bid Opening (tentative)</td>
<td>Zero date + 48 days</td>
<td>5/11/2019       (may change)</td>
</tr>
<tr>
<td>5.</td>
<td>Reverse Auction process (tentative)</td>
<td>Zero date +49 days</td>
<td>Exact date to be communicated</td>
</tr>
<tr>
<td>6.</td>
<td>Approval of Bids and Issue of LoI to Successful Bidder(s)</td>
<td>Zero date + 94 days</td>
<td>Exact date to be communicated to successful bidders.</td>
</tr>
<tr>
<td>7.</td>
<td>Signing of PPA</td>
<td>Zero date + 184days (Loi Date + 90 days)</td>
<td>Exact date will be communicated to successful bidders.</td>
</tr>
</tbody>
</table>
### Sl. No. | Event | Schedule | Date
--- | --- | --- | ---
8. | Completion of the following tasks:  
   a. Land Allotment/ Land Purchase/Water body allotment.  
   b. Grant for Grid Connectivity.  
   c. Financial closure of the project. | PPA date + 360 days  
   PPA date + 360 days  
   PPA date + 360 days |  
9. | Commissioning of Solar PV Power Plant | As mentioned in clause 2.28. |  

### 2.27 Financial Closure

2.27.1. The solar power generator shall attain the financial closure in terms of the PPA, within 12 (twelve) months form the date of execution of the Power Purchase Agreement. At this stage, the SPDs shall report 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. In case the funds have been arranged from its internal resources a Board Resolution certifying the same shall be submitted by the bidder.

2.27.2. Within twelve months from the date of signing of the PPA, the project developer has to provide evidence that the requisite technical criteria have been fulfilled and required land for project development @ 1.5 Hectares/MW is under clear possession of the project developer. In this regard the Project developer shall be required to furnish the following documentary evidences:

i. Ownership or lease hold rights (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land/water body required for the allotted project.

ii. Requisite documents from the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land/water body in the name of Project Developer and in case private land converted for industrial use.

iii. In case of land to be acquired under the Land Acquisition Act 1894 or its equivalent, the Bidder shall submit copy of notification issued for such land under Section 6 of the Land Acquisition Act 1894 or its equivalent. In case of project to be installed on water body, document for availability of water body for setting up of Solar Power Projects on which the project developer wishes to install the required capacity.

iv. In all other cases, the Bidder shall furnish documentary evidence in the form of certificate by concerned and competent revenue / registration authority for allotment of the land/water body.

**Note:**

i. Change in the location of land/water body from one place to other location is not permitted after twelve months from the signing of PPA or at financial closure, whichever is earlier.

ii. Quoted capacity in a single bid shall be put up at a single location.

iii. The land/water body for setting up of the project should be free from all encumbrances.

iv. The land for setting up of the project should neither have been proposed for other purposes & nor should have been mortgaged.
2.27.3. Within twelve months from the date of signing of PPA, the project developer has to submit the technical feasibility report which includes obtaining a letter from State Transmission Utility confirming technical feasibility of connectivity of the plant to STU substation along with execution of connection agreement. STU will confirm technical feasibility of connectivity of the plant to STU substation within one month of submission of application and required complete documents from the project developer.

2.27.4. In case the STU is not in a position to provide connectivity to the proposed solar plant due to technical reasons within the timeframe decided in the connection agreement then there shall be no financial liability on either party.

2.27.5. In case the STU is not in a position to provide connectivity to the proposed solar plant at desired substation then the power purchase agreement shall be treated as infructuous without any financial liability on either party.

2.27.6. In case of delay in achieving above condition, as may be applicable, UPNEDA shall en cash Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is caused due to a Force Majeure as per PPA.

2.28 Commissioning / Schedule Delivery Date
2.28.1. The Commissioning / Scheduled Delivery Date of Solar PV Power Plant shall be 18 months at one location from the date of signing of PPA.

2.28.2. For a Project, the maximum time period allowed for commissioning of the full Project Capacity shall be limited to 24 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.06.2018, then the above deadline for Project commissioning shall be 07.06.2020).

2.28.3. Part Commissioning – In case of Solar PV Projects, Part commissioning of the Project shall be accepted by UPNEDA / Procurer subject to the condition that the minimum capacity for acceptance of part commissioning shall be 50 MW, without prejudice to the imposition of penalty, in terms of PPA on the part which is not commissioned. However, the SCD will not get altered due to part commissioning, Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 years from the SCD.

2.28.4. EARLY COMMISSIONING - The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, the procurer may purchase the generation @ 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, the procurer may purchase the generation at PPA Tariff. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of Procurer.

2.29 Delay in Commissioning of Power Plant
2.29.1. In case of failure to achieve Commissioning / Schedule Delivery Date, provision of RfP / PPA as mentioned below shall apply:
UPNEDA shall encash the Performance Bank Guarantee in the following manner:

In case of delay in commissioning of the Project beyond the SCD until the date as on 24 months from the Effective Date of the PPA (as applicable), as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 50 MW capacity, if commissioning of 20 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (20/50) X (18/180). For the purpose of calculations of the liquidated damages, ‘month’ shall be considered consisting of 30 days.

In case the Commissioning of the Project is delayed beyond the date as on 24 months from the Effective Date of the PPA (as applicable), the PPA capacity shall stand reduced/amended to the Project Capacity Commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

2.29.2. In addition to the levy of damages as aforesaid, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

2.30 Validity of the Bid
The Bidder shall submit the Bid which shall remain valid up to one hundred and eighty (180) days after the Bid Deadline (“Bid Validity”). UPNEDA reserve the right to reject any Bid which does not meet the aforementioned validity requirement.

UPNEDA may solicit the Bidders’ consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. A Bidder accepting UPNEDA request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the EMD as requested by UPNEDA.

2.31 Method of Submission
2.31.1. The Bidders have the option of sending hard copy of their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach UPNEDA before the opening of the e-tender. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. UPNEDA shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.

2.31.2. It may be noted that Non-Financial price schedule uploaded (Schedule B) shall not contain any information/document relating to Financial Bid. If uploaded Non-Financial Bid contains any such information / documents, UPNEDA shall not be responsible for premature opening of the Financial Bid.
2.31.3. All pages of the Bid, except for the EMD (Format 4.6), and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.

2.31.4. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by UPNEDA / Procurer as per Clause 2.23.7.

2.32 Preparation Cost
The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, and finalization and execution of the RfP Documents, etc., UPNEDA / Procurer shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

2.33 Opening of Bids
The procedure of opening of the e-tender shall be as under:
2.33.1 First part (PART-A) uploaded having e-tender specification no. and super scribed as “Technical bid” shall be opened at the time and date mentioned in the e-tender notice by UPNEDA’s representatives in the presence of Bidders, who choose to be present.

2.33.2 Second part (PART-B) containing Financial Bid shall be opened (after clarifications and 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.

2.34 Right to withdraw the RfP and to reject any Bid
This RfP may be withdrawn or cancelled by UPNEDA at any time without assigning any reasons thereof. UPNEDA further reserves the right, at its complete discretion, to reject any one or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

2.35 Confidentiality
The parties undertake to hold in confidence this RfP and RfP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
2.35.1 to their professional advisors;
2.35.2 to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
2.35.3 disclosures required under applicable Law,
Provided that the Successful Bidder(s) agrees and acknowledges that any of the Procurers may at any time, disclose the terms and conditions of the RfP and RfP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.
SECTION 3

EVALUATION CRITERIA
SECTION 3: EVALUATION CRITERIA

3.1 **Bid Evaluation**

The evaluation process comprises the following five steps:

- Step I – Responsiveness check
- Step II – Bid Evaluation of Non-Financial Bid
- Step III – Evaluation of Financial Bid
- Step IV – Reverse Auction
- Step V – Successful Bidder(s) selection

### 3.1.1. STEP I – Responsiveness check

The Bid submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RfP.

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


ii. Bids that are incomplete, i.e. not uploaded any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, valid EMD, Consortium Agreement.

iii. Bid not received by the due date and time

iv. Bid having Conflict of Interest

v. Bid being conditional in nature

vi. Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium

vii. Bidder delaying in submission of additional information or clarifications sought by UPNEDA as applicable;

viii. Non submission of Cost of Document, Processing fee and EMD in acceptable form along with RfP document;

ix. Bidder makes any misrepresentation as specified in Clause 2.23.1
3.1.2. STEP II–Evaluation of Non-Financial Bid

Step II (Evaluation of Non-Financial Bid) will be carried out considering the information furnished by Bidders as prescribed under Section 4 (Formats for Bid Submission). This step would involve evaluation of the Bid of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 2 of this RfP.

3.1.3. Step III - Evaluation of Financial Bid

I. In this step evaluations of Techno-Commercially qualified Bids shall be done based on the “Tariff Bid” quoted by the bidders in the Electronic Form of Financial Bid.

II. Tariff has to be less than or equal to Rs. 3.25/ kWh. Those bids where the tariff quoted is more than Rs. 3.25/ kWh, shall be summarily rejected.

III. On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 500 MW, then the procedure as elaborated in Clause No. 3.1.4 (ii) of Section 3 of the Rfp shall be followed.

IV. In case there is only a single bid is received against the Rfp, opening of bid shall be at the discretion of UPNEDA. On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for opening of financial bid, opening of the financial bid of the Bidder will be at the discretion of UPNEDA. Thereafter, UPNEDA will take appropriate action as deemed fit.

V. If the tariff quoted is same for two or more Bidders for a particular Project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

VI. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No.3.1.4 (ii) of this Section 3 of Rfp.

VII. Ranking of Bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Submitted Financial Bid</th>
<th>Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Rs. 2.60 (Tariff in Rs./ kWh)</td>
<td>L1</td>
</tr>
<tr>
<td>B2</td>
<td>Rs. 2.70 (Tariff in Rs./ kWh)</td>
<td>L2</td>
</tr>
<tr>
<td>B3</td>
<td>Rs. 2.80 (Tariff in Rs./ kWh)</td>
<td>L3</td>
</tr>
<tr>
<td>B4</td>
<td>Rs. 2.80 (Tariff in Rs./ kWh)</td>
<td>L3</td>
</tr>
<tr>
<td>B5</td>
<td>Rs. 2.90 (Tariff in Rs./ kWh)</td>
<td>L4</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------</td>
<td>----</td>
</tr>
<tr>
<td>B6</td>
<td>Rs. 2.95 (Tariff in Rs./ kWh)</td>
<td>L5</td>
</tr>
<tr>
<td>B7</td>
<td>Rs. 3.00 (Tariff in Rs./ kWh)</td>
<td>L6</td>
</tr>
<tr>
<td>B8</td>
<td>Rs. 3.05 (Tariff in Rs./ kWh)</td>
<td>L7</td>
</tr>
<tr>
<td>B9</td>
<td>Rs. 3.10 (Tariff in Rs./ kWh)</td>
<td>L8</td>
</tr>
</tbody>
</table>

VIII. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.22.D of this RfP. Any Bid not meeting any of the requirements as per Clause 2.22.D of this RfP may cause the Bid to be considered “Non-responsive” at the sole decision of UPNEDA. Financial Bid not in conformity with the requirement of Sl. No. (ii) and (iii) of Clause 2.22.D of this RfP shall be rejected. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

3.1.4. STEP IV – Reverse Auction

I. The reverse auction for each project shall be conducted through https://www.bharat-electronic-tender.com portal on the day as intimated by UPNEDA to the eligible bidders.

II. The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming $T =$ Total Techno-Commercially Qualified Bidders, and $S_k =$ Cumulative capacity till the ‘k’th serial number bidder (not the ‘k’th rank bidder) after ranking is done in ascending order from L1 onwards

$$S_E = (Eligible \ capacity \ for \ award)$$

(i) In case $S_T \leq 500 \ MW$, $S_E = 0.8 \times S_T$
(ii) In case $S_T > 500 \ MW$, $S_E = 0.8 \times S_T$, subject to maximum eligible capacity being 500 MW.

$n = \{ T, \text{ if } T=m \text{ or } m+1 \}

m+(T-m)/2, \text{ if } Sm \geq SE \text{ and } T-m \text{ is even}

m+(T-m+1)/2, \text{ if } Sm \geq SE \text{ and } Tm \text{ is odd}

Where $m =$Total number of techno-commercially qualified Bidders (after ranking is done in ascending order from L1 onwards) such that $(S_{m-1} < S_E \text{ MW and } S_m \geq S_E)$ and $1 \leq m \leq T$

Total eligible Bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n. For e.g. (Shortlisting of Bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = $S_T = 620 \ MW$
### Sl. No. | Techno commercially qualified Bidder | Rank | Capacity (MW) | T | m | SE | n | Shortlisted Bidders
---|---|---|---|---|---|---|---|---
1 | B8 | L1 | 60 | 50 | | | | B8
2 | B5 | L2 | 50 | | | | B5
3 | B1 | L3 | 70 | | | | B1
4 | B4 | L3 | 60 | 40 | | | B4
5 | B2 | L4 | | | | | B2
6 | B3 | L5 | 50 | 60 | | | B3
7 | B7 | L6 | | | | | B7
8 | B6 | L7 | 70 | | | | B6
9 | B10 | L8 | 60 | | | | B10
10 | B9 | L9 | 40 | | | | B9
11 | B11 | L10 | 60 | | | | B11

\[n = 9 + (11 - 9)/2 = 10 \] as per above formula

**III.** At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent to by email to all bidders whose technical bids have been opened and found to be qualified. However from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further at least two hours before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at clause No. 3.1.4 (ii) of the Rfp.

**IV.** Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS Portal website of reverse auction 15 minutes before the start time of reverse auction.

1. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
2. The minimum decrement value for discounted tariff shall be ₹ 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 1 (one) paisa less than its current tariff.
3. Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
4. During Reverse Auction, the bidder shall not have the option of changing the project capacity while quoting tariff during reverse auction.
5. In the bidder's bidding window, the following information can be viewed by the bidder:
   a) Its tariff as their initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
   b) The list of all the bidders with their following details: Pseudo Identity, last quoted tariff and project capacity.
V. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (Eight) minutes from the scheduled/extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The ‘zones’ are as defined below:

a) **Green Zone**: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.

b) **Yellow Zone**: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.

c) **Red Zone**: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

### 3.1.5. STEP V – Successful Bidder(s) Selection

Bids qualifying in Step IV shall only be evaluated in this stage.

I. The Ranking of the bidders will start from the bidder quoting the lowest Tariff after the reverse auction. Bidder quoting the lowest Fixed Tariff for 25 years shall be declared as the Successful Bidder for the quantum of power (in MW) offered by such Bidder in its Financial Bid.

II. The selection process of the Successful Bidder as mentioned above in Clause I shall be repeated for all the remaining Financial Bids of Qualified Bidders until the entire Requisitioned Capacity is met or until the time when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.

III. At any step in the process in Clause II above, in case the Requisitioned Capacity has not been achieved and the offered capacity of the Bidder with the lowest Fixed Tariff after reverse auction amongst the remaining Financial Bids is larger than the balance Requisitioned Capacity, any fraction or combination of fractions offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Capacity.

IV. The selection process shall stand completed once the Requisitioned Capacity has been achieved through the summation of the quantum offered by the Successful Bidders or when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity i.e. less than 5MW. Provided however in case only one Bidder remains at any step of the selection process and the balance Requisitioned Capacity exceeds the Minimum Bid Capacity, Financial Bid(s) of such Bidder shall be considered and the selection of the Bidder shall then be at the sole discretion of UPNEDA.

V. Some of the possible scenarios including, but not limited to, are shown below:

Scenario 1:
### Project Capacity Quoted (MW) | Tariff (Rs./kWh) | Project Capacity Awarded (MW)
---|---|---
50 | 2.60 | 50
50 | 2.65 | 50
60 | 2.65 | 60
70 | 2.70 | 70
50 | 2.80 | 50
50 | 2.85 | 50
60 | 2.90 | 60
70 | 2.95 | 70
40 | 3.00 | 40
50 | 2.60 | 50
**Total capacity awarded** | **500**

### Scenario 2:

### Project Capacity Quoted (MW) | Tariff (Rs./kWh) | Project Capacity Awarded (MW)
---|---|---
50 | 2.50 | 50
20 | 2.60 | 20
40 | 2.65 | 40
40 | 2.75 | 40
50 | 2.75 | 50
20 | 2.80 | 20
40 | 2.85 | 40
60 | 2.90 | 60
50 | 2.95 | 50
70 | 3.00 | 70
60 | 3.05 | 60
**Total capacity awarded** | **500**
Scenario 3:

<table>
<thead>
<tr>
<th>Project Capacity Quoted (MW)</th>
<th>Tariff (Rs./kWh)</th>
<th>Project Capacity Awarded (MW)</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>2.60</td>
<td>40</td>
</tr>
<tr>
<td>50</td>
<td>2.65</td>
<td>50</td>
</tr>
<tr>
<td>40</td>
<td>2.75</td>
<td>40</td>
</tr>
<tr>
<td>70</td>
<td>2.80</td>
<td>70</td>
</tr>
<tr>
<td>60</td>
<td>2.80</td>
<td>60</td>
</tr>
<tr>
<td>50</td>
<td>2.85</td>
<td>50</td>
</tr>
<tr>
<td>70</td>
<td>2.90</td>
<td>70</td>
</tr>
<tr>
<td>40</td>
<td>2.95</td>
<td>40</td>
</tr>
<tr>
<td>20</td>
<td>3.00</td>
<td>20</td>
</tr>
<tr>
<td>60</td>
<td>3.05</td>
<td>60</td>
</tr>
<tr>
<td><strong>Total capacity awarded</strong></td>
<td></td>
<td><strong>550</strong></td>
</tr>
</tbody>
</table>

VI. In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.

In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

**Step 1:** Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

**Step 2:** Ranking will be done based on draw of lots.

VII. The Letter(s) of Intent shall be issued to all such Successful Bidder(s) selected as per the provisions of this Clause 3.1.5.

VIII. There shall be no negotiation on the Quoted Fixed Tariff between UPNEDA / Procurer and the Bidder(s) during the process of evaluation.

IX. Each Successful Bidder shall unconditionally accept the LoI, and record on one (1) copy of the LoI, “Accepted Unconditionally”, under the signature of the authorized signatory of the Successful Bidder and return such copy to UPNEDA within seven (7) days of issue of LoI.

X. Preference in providing Grid connectivity to choice of substation by bidder will be based on the Priority ranking of the successful bidders. The Ranking of the bidders will be done starting from the bidder quoting the lowest Tariff after the reverse auction. In case of last quoted tariff of two or more Bidders being same at the end of the e-RA, bidder quoting for more capacity will be
given a higher ranking. In case of bidders quoted capacity also is same higher ranking will be given to the bidder quoting lower tariff in financial bid. In case of same tariff quoted in financial bid ranking will be done based on draw of lots. For Priority ranking in availing Grid connectivity Bidder has to apply for connectivity within 90 days from the award of LOI. However priority ranking will be provided to bidder after deposition of Performance Bank Guarantee with UPNEDA

XI. If the Successful Bidder, to whom the Letter of Intent has been issued, does not fulfill any of the conditions specified in Clauses 2.17 and 2.19, UPNEDA reserves the right to annul the award of the Letter of Intent of such Successful Bidder. Further, in such a case, the provisions of Clause 2.23.2 shall apply.

XII. UPNEDA, in its own discretion, has the right to reject any one or all Bids if the Single Quoted Tariff after reverse auction is not aligned to the prevailing market prices.
SECTION 4: FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder’s compliance with the Qualification Requirements set forth in Clause 2.11 of Section 2 and other Bid submission requirements specified in the RfP.

i. Format of Covering Letter (Format 4.1)
ii. Formats for Power of Attorney (Format 4.2)
iii. Format for the Consortium Agreement (Format 4.3)
iv. Format for Qualification Requirement (Format 4.4)
v. Format for Board Resolutions (Format 4.5)
vi. Format for EMD (Format 4.6)
vii. Format for Disclosure (Format 4.7)
viii. Format for Performance Bank Guarantee (Format 4.8)
ix. RfP & PPA Document (Format 4.9)
x. List of Banks (Format 4.10)
xi. General Particulars of Bidder (Format 4.11)
Format 4.1: Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date: _____________________
From: ___________________(Insert name and address of Bidding Company/ Lead Member of the Bidding Consortium)

____________________
____________________
Tel.#: 
Fax#: 
E-mail address#

To,

To,
Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 0522-2720652
Fax: 0522-2720779, 2720829
Email: compneda@rediffmail.com
Website: www.upneda.org.in

Sub: Response to RfP for “Selection of Developer(s) for Procurement of 500 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” dated ............ [Insert date]

Dear Madam/Sir,

We, the undersigned ........ [insert name of the‘Bidder’] having read, examined and understood in detail the RfP and RfP Documents for Selection of Developer(s) for Procurement of 500 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process for meeting the requirements of the Procurer(s) hereby submit our Bid comprising of Financial Bid and Non-Financial Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RfP.

1. We give our unconditional acceptance to the RfP, dated ................. [Insert date in dd/mm/yyyy] and RfP Documents attached thereto, issued by UPNEDA, as amended. In token of our acceptance to the RfP Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that the Seller shall execute such RfP Documents as per the provisions of the RfP and provisions of such RfP Documents shall be binding on us.
2. We confirm that our Bid meets the following conditions:
   a. The Scheduled Delivery Date is not later than the date specified in the RfP, subject to the provisions of the PPA.
   b. The quantum of capacity offered in our Bid is ............ MW (Insert total capacity offered) which is equal to or greater than the Minimum Bid Capacity. The Solar PV Project is going to be located at ............... (insert location of project)

3. EMD
   We have enclosed a EMD of Rs. .............. (Insert Amount), in the form of bank guarantee no............. (Insert number of the bank guarantee) dated .......... [Insert date of bank guarantee] as per Format 4.6 from ............ (Insert name of bank providing EMD) and valid up to.............. in terms of Clause 2.13 of this RfP. The offered quantum of power by us is ............ MW (Insert total capacity offered)

4. We have submitted our Financial Bid strictly as per Schedule B of this RfP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

5. Acceptance
   We hereby unconditionally and irrevocably agree and accept that the decision made by UPNEDA in respect of any matter regarding or arising out of the RfP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
   
   We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power.

6. Familiarity with Relevant Indian Laws & Regulations
   We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RfP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 2.24 of RfP have been fully examined and considered while submitting the Bid.

7. Contact Person
   Details of the contact person are furnished as under:
   Name : ........................................
   Designation : ......................................
   Company : ........................................
   Address : ...........................................
   Phone Nos. : ........................................
   Fax Nos. : ...........................................
   E-mail address: ........................................

8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the
RfP and subsequent communications from UPNEDA.

9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RfP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

10. “We undertake that we shall not submit any bid, on the basis of the same generation source and quantum of capacity from such source as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder and issue of LoI or the termination of the process, whichever is earlier, subject to a maximum period of one hundred and eighty (180) days from the Bid Deadline.”

11. (Insert in case of incorporation of Project Company by the Bidding Company/Bidding Consortium)

We undertake that if we are selected as the Successful Bidder we shall transfer all Consents, Clearances and Permits in the name of the Project Company within the period specified in the PPA, if such Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company prior to the submission of our Bid.

12. We confirm that the Financial Bid conform(s) to all the conditions in the RfP including:
   a. The tariff quoted by us is the Fixed tariff for 25 years of PPA, and same shall be paid by procurer for the tenure of PPA per kWh of power injected into grid.
   b. Financial Bid is/are as per Bid Schedule B and is submitted duly signed by the authorized signatory.
   c. Financial Bid is/are unconditional

13. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180) days from the Bid Deadline.

14. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in Clause 2.22, of this RfP.

15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller’s event of default under PPA, and consequent provisions of PPA shall apply.

Dated the _________ day of __________, 20__

Thanking you,

Yours faithfully,

[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1iv (a)]
Format 4.2: Power of Attorney

Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s……………………………having its registered office at ……………………………., ………and M/s ……………………… having its registered office at ……………………………., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named …………. (insert name of the Consortium) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated………………… and having agreed to appoint M/s……………………………..as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s……………………………..a company incorporated under the laws of …………..and having its Registered /Head Office at ………………………………..as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RfP (in the event selected as the qualified Bidder). We also authorize the said Lead Member to undertake the following acts

i) To submit Bid on behalf of Consortium Members.

ii) To do any other act or submit any information and document related to the above Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s ……………………………….., as the Member of the Consortium have executed these presents on this……….. day of ……..under the Common Seal of our company.

For and on behalf of Consortium Member

M/s…………………………

--------------------------------
[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1 iv (b)]
(Name Designation Place: Date :)
Accepted

---------------------------------
(Signature, Name, Designation and Address of the person authorised by the board of the Lead Member as per Clause 2.22.1 iv (a))

Attested

-------------------
(Signature of the executant)

---------------------------------
(Signature & stamp of Notary of the place of execution)

Place:  

Date:  

Format 4.3: Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN
M/S........................................, M/S........................................,
M/S........................................ AND M/S........................................
FOR (……………………………)
AS PER CLAUSE 2.13

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this....................... day of ............Two thousand.................. between M/s......................................................................... a company incorporated under the laws of ...................................... and having its Registered Office at ...............
................................. (Hereinafter called the “Party 1”, which expression shall include its successors, executors and permitted assigns), M/s...................................................... a company incorporated under the laws of ......................and having its Registered Office at ................................ (Hereinafter called the “Party 2”, which expression shall include its successors, executors and permitted assigns) and M/s.................................................. a Company incorporated under the laws of ............................................................ (hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the RfP and in the event of selection as Successful Bidder to comply with the requirements as specified in the RfP and ensure execution of the RfP Documents as may be required to be entered into with UPNEDA.

Party 1, Party 2, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS UPPCL desired to procure power from Grid Connect Solar PV Power Projects through tariff based competitive bidding process.

WHEREAS, UPNEDA had invited Bids, vide RfP dated .... [Insert date] issued to………………. [Insert the name of purchaser of RfP]

AND WHEREAS Clause 2.11.2 of the RfP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RfP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Performance Bank Guarantee as required as per the provisions of the RfP, as specified herein.
NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Successful Bidder by UPNEDA, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s........................................................... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of ………. (The names of all the other Members of the Consortium to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.

3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

4. (Insert as applicable) The Consortium shall be responsible to incorporate a Project Company as a legal entity as per the provisions of the RfP, within thirty (30) days of issue of LoI provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

   OR

   The Consortium has incorporated a Project Company by the name ............ (Insert name of the Project Company) to undertake the responsibilities and obligations for supply of power as per the provisions of the RfP Documents.

The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of equity holding in the Project Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party 1</td>
<td></td>
</tr>
<tr>
<td>Party 2</td>
<td></td>
</tr>
<tr>
<td>.......</td>
<td></td>
</tr>
<tr>
<td>Party n</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

(Note: The percentage equity holding for any Consortium Member in the Project cannot be Zero in the above table.)

5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead
Member shall be liable to meet the equity obligation.

6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

7. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.

8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Lucknow alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

9. It is hereby agreed that the Lead Member shall furnish the EMD, as stipulated in the RfP, on behalf of the Consortium.

10. It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Bank Guarantee on behalf of the Seller in favor of the Procurer(s), as stipulated in the RfP and PPA. The Lead Member shall be responsible for ensuring the submission of the PBG on behalf of all the Consortium Members.

11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the PPA, unless expressly agreed to the contrary by the Procurer(s).

12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfP for the purposes of the Bid.

13. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the supply of power envisaged in the RfP Documents.

14. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.

15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior
written consent of the Procurer(s).

This Consortium Agreement
(a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal,
valid, binding and enforceable obligation of each such Party,

(b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;

(c) may not be amended or modified except in writing signed by each of the Parties and with prior
written consent of Procurer(s):

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized
representatives, executed these presents and affixed common seals of their respective companies on
the Day, Month and Year first mentioned above.

Common Seal of ............... has been affixed in my/our presence pursuant to the Board of
Director’s resolution dated......................

For and on behalf of Consortium Member
(party 1) M/s…………………………

........................................
(Signature)

Name: ......................
Designation:.................

........................................
(Signature of authorized representative)

Name: ......................
Designation: ......................
Place: ......................
Date: ......................
Witness¹:

1. ........................................
(Signature)

Name .............................
Designation..........................

2. ........................................
(Signature)

Name .............................
Designation..........................

¹ Separate witness for each Consortium Member should fill in the details.
Common Seal of ................. has been affixed in my/our presence pursuant to the Board of Director's resolution dated .................

For and on behalf of Consortium Member
(Party n) M/s.........................

(Signature).........................
Name: ..............................
Designation: .......................
(Signature of authorized representative)
Name: ..............................
Designation: .......................
Place: ..............................
Date: ..............................
Witness 1:
1.
(Signature).........................
Name: ..............................
Designation: .......................  
2.
(Signature).........................
Name: ..............................
Designation: .......................  
Attested:
(Signature).........................
(Notary Public)
Place: ..............................
Date: ..............................

2 Separate witness for each Consortium Member should fill in the details.

[On the Letter Head of the Bidding Company/ Lead Member]

To,

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 0522-2720652
Fax: 0522-2720779, 2720829
Email: dirupneda@gmail.com, compneda@rediffmail.com
Website: www.upneda.in

Dear Madam/Sir,

Sub: Response to RfP for “Selection of Developer(s) for Procurement of 500 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” dated ……….. [insert date]

We submit our Bid for the total capacity of ……… MW [Insert total offered capacity in MW;] and the location of the project is ………… [insert location of project] for which we submit details of our Qualification Requirements.

[Note: Applicable in case of Bidding Company]

We certify that the Bidding Company/Member in a Bidding Consortium [Strike out if not applicable] had a minimum Networth of Rs.------crore (Rupees ------ Crore) or equivalent US$ based on unconsolidated audited annual accounts of any of the last three (3) financial years -----[indicate last three financial years] [Strike out the financial years not applicable]. This Networth has been calculated in accordance with instructions provided in Clause 2.10.1 of the RfP.

For the above calculations, we have considered the Networth by Bidding Company and/ or its Parent/ Affiliates for the financial year ______ as per following details:

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Relationship with Bidding Company*</th>
<th>Networth (Rs. Crore)#</th>
<th>Financial Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>….</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Networth</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further,
documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.

# The Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.

[Note: Applicable in case of Bidding Consortium]  
(To be filled by each Member in a Bidding Consortium separately)

i. Name of Member:
ii. Total Networth requirement: Rs _______crores
iii. Percentage of equity commitment by the Member___%
iv. Networth requirement for the Member***: Rs. _______crores.

Networth Requirement to be met by Member in Proportion to the Equity Commitment: Rs.------------ Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered Networth by Member in Bidding Consortium and/ or Parent/ Affiliate for financial year ______ as per following details:

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Relationship with Member*(Parent/ Affiliate)</th>
<th>Networth**(Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company 1</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>---</td>
</tr>
</tbody>
</table>

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.

** Networth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company, the Networth shall be computed and evaluated on the basis of the sum total of the capacity offered by the Bidder in its Financial Bids.

Yours faithfully
(Signature & Name of the person Authorised By the board) (Signature and Stamp of Charted Accountant/ Statutory Auditor)

Date:

Note:
Along with the above format, in a separate sheet, provide details of computation of Networth duly certified by Statutory Auditor.
Format 4.4 (B): Qualification Requirement – Technical

(This format should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

To,

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 0522-2720652
Fax: 0522-2720779, 2720829
Email: dirupneda@gmail.com, compneda@rediffmail.com
Website: www.upneda.org.in

Dear Madam/Sir,

Sub: Response to RfP for “Selection of Developer(s) for Procurement of 500 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” dated .......... [insert date]

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.10.2.

2.35.3.1 Type of Company

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Company acting as the Lead Member of the Bidding Consortium. Short listing of Bidders will be based on meeting the Qualification Requirement as specified below:-

i. The Bidder should be a company, as defined in the Electricity Act, 2003 and incorporated under the Companies Act, 1956 or the Companies Act, 2013 as applicable and are eligible on standalone basis or as a part of the bidding consortium.

ii. A foreign company on standalone basis or as a member of consortium at RfP stage. But before signing of PPA it has to form an Indian Company registered under the Companies Act, 1956 or the Companies Act, 2013 as applicable;

iii. Companies shortlisted in RfP can also execute the project through a Special Purpose Vehicle (SPV). However the SPV has to be formed before signing of PPA.

Limited Liability Partnerships (LLPs) are not eligible for participation.

MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER

a) The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 3 (three) years from the COD (as defined in PPA), except with the prior approval of the Procurer. In the event the successful 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 3 (three) years from the COD, except with the prior approval of the Procurer. Further, the successful bidder shall ensure that its promoters shall not cede control* of the bidding company/ consortium till 3 (three) years from the COD, except with the prior approval of the Procurer. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer.

b) Any change in the shareholding after the expiry of 3 (three) years from the COD can be undertaken under intimation to Procurer.

c) In the event the Solar Power Generator is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with the Procurers."

* The expression ‘control’ shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors.

The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of Clause 2.10.2.2 under the title “Financial Closure”.

Yours faithfully

(Signature & Name of the person Authorised By the board)

Date:
Format 4.4 (C): Qualification Requirement – Consents, Clearances and Permits

(This format should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

To,

Director,
Utter Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 0522-2720652
Fax: 0522-2720779, 2720829
Email: dirupneda@gmail.com, compneda@rediffmail.com
Website: www.upneda.org.in

Dear Madam/Sir,

Sub: Response to RfP for “Selection of Developer(s) for Procurement of 500MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” dated .......... [insert date]

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.10.3.

1. LAND (Requirement of land would be considered as indicated in the proposal filed with the competent authority for according No Objection Certificate (NOC) for the Project):

   In case of land to be acquired under the Land Acquisition Act 1894 or its equivalent - We declare that the total land, as indicated in the application filed with the competent authority for according No Objection Certificate, is being acquired under the Land Acquisition Act 1894 and copy of notification issued for such land under Section 6 of the Land Acquisition Act, 1894 is enclosed.

   In all other cases - We declare that the total land/water body for setting up the solar PV power project as indicated in the application filed with the competent authority for according No Objection Certificate, has been allotted/leased and is in possession and the certificate by concerned and competent revenue / registration authority for allotment of the land/water body for setting up the project is enclosed.

   In case of non-availability of land/Water Body – We declare that the documentary evidence will be produced by us for the availability of land/water body for setting up solar power projects within 360 days of the signing of PPA and will provide evidence that the requisite technical criteria have been fulfilled and required land for project development @ 1.5 Hectares/MW is under clear possession of the project developer or In case of project to be installed on water body, document
for availability of water body for setting up of Solar Power Projects on which the project developer wishes to install the required capacity. In a case under non fulfillment of documentary evidence of Land/water body for setting up the project will implicate the penalties as mentioned under Clause 2.29 of the RfP.

2. Grid Connectivity
   1. After selection as successful Bidder We will approach to Discom / Transco for providing connectivity for our solar PV power project of … MW proposed to be located at ______ [Insert location of the Project if being established in UP], with the State grid at appropriate voltage level.

   2. We confirm that the location of our plant will be technically feasible for the connectivity of our plant with the State grid from the Discom / Transco Substation within twelve months of signing of PPA.

3. Technology
   The detail of the technology used/to be used are uploaded as per the standards as mentioned in Annexure A.

Yours faithfully

(Signature & Name of the person Authorised By the board)

Date:
**Format 4.5: Board Resolution**

*(Format for the Board resolution to be passed)*

The Board, after discussion, at the duly convened Meeting on ............ (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or the Companies Act, 2013 as applicable, passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms......................., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Response to RfP for “Selection of Developer(s) for Procurement of 500 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” by the UPNEDA /Procurer(s)” in the country of India, including signing and submission of all documents and providing information / Bid to UPNEDA, representing us in all matters before UPNEDA / Procurer(s), and generally dealing with UPNEDA / Procurer(s) in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company or the Lead Member of the Consortium)*

2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or the Companies Act, 2013 as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. *(To be provided by the Bidding Company)*

   [Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

   **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or the Companies Act, 2013 as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (-----%) equity *[Insert the % equity commitment as specified in Consortium Agreement]* in the Project. *(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity is 100%)*

   **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s ..............[*Insert the name of other Members in the Consortium*] and Mr/Ms..........................., be and is hereby authorized to execute the Consortium Agreement. Further, the RfP and RfP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. *(To be provided by the each Member of the Bidding Consortium including Lead Member)*

   **FURTHER RESOLVED THAT** Mr/Ms............... , be and is hereby authorized to execute the Power of Attorney in favour of the Lead Member. *(To be provided by the each Member of the Bidding Consortium except the Lead Member)*

   And

   **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such
additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated …………… executed by the Consortium as per the provisions of the RfP. (To be passed by the Lead Member of the Bidding Consortium)

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for Response to RfP for “Selection of Developer(s) for Procurement of 500 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process by UPNEDA” and confirm that all the equity investment obligations of M/s……..(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the Performance Bank Guarantee required to be submitted as per Clause 2.19 of the RfP and confirm that in the event of failure by ---- M/s……..(Insert Name of Bidding Company/ Consortium Member(s)) to submit the Performance Bank Guarantee, we shall submit the Performance Bank Guarantee.
(To be passed by the Parent/Affiliate(s) whose financial credentials have been used.)

Certified true copy

----------------------------------------------
(Signature, Name and stamp of Company Secretary/Director)

Notes:
1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/Director.
2) Memorandum and Articles of Association of the Bidder and its Parent/Affiliate(s) whose credentials have been used should be submitted.
3) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
4) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 or the Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit 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.
FORMAT 4.6: EMD

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the ................. (Insert name of the Bidder) submitting the Bid inter alia for Response to RfP for “Selection of Developer(s) for Procurement of 500 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” for meeting the requirements of UPNEDA in response to the RfP dated .........[Insert date of RFP] issued by UPNEDA, (hereinafter referred to as UPNEDA / Procurer(s)) and such UPNEDA / Procurer(s) agreeing to consider the Bid of ........ [Insert the name of the Bidder] as per the terms of the RfP, the ......................(Insert name and address of the bank issuing the EMD, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA / Procurer(s) or its authorized representative at Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow forthwith on demand in writing from UPNEDA / Procurer(s) or any representative authorized by it in this behalf an amount not exceeding Rupees ................. (Rs.................) only [Insert amount not less than as calculated as per Clause 2.18 of RfP], on behalf of M/s. .....................[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .................. (Insert date of validity of EMD in accordance with Clause 2.18 of this RfP) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank 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 concerned parties.

Our liability under this Guarantee is restricted to Rupees ................. (Rs.................) only. Our Guarantee shall remain in force until ....................... [Date to be inserted by UPNEDA / Procurer(s)] or its authorized representative shall be entitled to invoke this Guarantee until ......................... [Insert Date,].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from UPNEDA / Procurer(s) or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA / Procurer(s) or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require UPNEDA / Procurer(s) or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA / Procurer(s) or its authorized representative 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, liquidation, winding up, dissolution 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 / Procure(s) or its authorized representative 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 to enforce any security held by UPNEDA / Procure(s) or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the UPNEDA / Procure(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by the UPNEDA / Procure(s) to any entity to whom it is entitled to assign its rights and obligations under the RFP Documents.

The Guarantor Bank hereby agrees and acknowledges that UPNEDA / Procure(s) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

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 2.18 of RFP]. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if UPNEDA / Procure(s) or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ................. day of ......................... at .........................

Witness:  
Signature
1. …………………………………… Name:
   Signature
   Name and address.
2. …………………………………..
   Signature
   Name and address

   Attorney as per power of attorney No. ………………..

For:

……………………………………………. [Insert Name of the Bank]

**Banker's Stamp and Full Address:**
Dated this ………………. day of ……………. 20…..

Note: The Stamp Paper should be in the name of the Executing Bank.
Format 4.7: Disclosure

(On the Letter Head of Bidding Company / Each Member in a Bidding Consortium)

Disclosure

To,

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 0522-2720652
Fax: 0522-27220779, 2720829
Email: dirupneda@gmail.com ,compneda@rediffmail.com
Website: www.upneda.org.in

Sub: Bidders' Disclosure for Response to RfP for “Selection of Developer(s) for Procurement of 500 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” dated .......... [insert date]

Dear Madam/Sir,

We hereby declare that our Parent, Affiliate or Ultimate Parent with which we have direct or indirect relationship are not separately participating in this Bid.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our Bid will be rejected and if LoI has been issued, the same will be cancelled and the available bank guarantees will be encashed.

Dated the _________ day of __________, 20__

Thanking you,

Yours faithfully,

[Signature, Name and Designation Person Authorized by the board]
Format 4.8: Performance Bank Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

(Note: - Total Performance Guarantee is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 20% & 80% Value.)

In consideration of the ……………………….[Insert name of the Successful Bidder with address] agreeing to undertake the obligations under the PPA and the other RfP Documents and UPNEDA / Procurer(s), hereby agrees unequivocally, irrevocably and unconditionally to pay to the UPNEDA / Procurer(s) at Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow forthwith on demand in writing from the UPNEDA / Procurer(s) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees …………………………………. only [Insert the amount of the bank guarantee computed on the basis of 17.05 lakhs/MW with respect to the Contracted Capacity of UPNEDA / Procurer(s) as per the terms of PPA] on behalf of M/s. ……. …………. …….. [Insert name of the Successful Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ……………………….[Insert date of validity of PBG] and shall in no event not be terminable by notice or any change in the constitution of the Bank or the term of the PPA 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 ……………………………………….. [Insert the date of validity of the Guarantee as per Clause 2.19 of the RfP]. UPNEDA / Procurer(s) shall be entitled to invoke this Guarantee up to one (1) months of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by, …………………………. [Insert name of the Successful Bidder]
and/or any other person. The Guarantor Bank shall not require UPNEDA / Procurer(s) to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA / Procurer(s) 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, liquidation, winding up, dissolution 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 / Procurer(s) shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder/Seller, to make any claim against or any demand on the Successful Bidder/Seller or to give any notice to the Successful Bidder/Seller or to enforce any security held by UPNEDA / Procurer(s) or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder/Seller.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to UPNEDA / Procurer(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by UPNEDA / Procurer(s) to any entity to whom it is entitled to assign its rights and obligations under the PPA.

The Guarantor Bank hereby agrees and acknowledges that UPNEDA / Procurer(s) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. …………………………...crores (Rs. …………………………... crores only) and it shall remain in force until …………………………...[Date to be inserted on the basis of Article ………………of PPA]. with an additional claim period of one (1) month thereafter This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by …………………………………........... [Insert name of the Successful Bidder/Seller]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPNEDA / Procurer(s) serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this …………………... day of ……………………………... at ………………………
Witness:
1. ........................................
Signature
Name and address.
2. ........................................
Signature
Name and address

Signature
Name:
Designation with Bank Stamp

Attorney as per power of attorney No. .................

For:

.................................................. [Insert Name of the Bank]

Banker’s Stamp and Full Address:
Dated this ................. day of ................. 20.....

Notes:
The Stamp Paper should be in the name of the Executing Bank. This date shall be one (1) month after the Bid Validity.
Format 4.9: Formats for RFP Documents

ENCLOSURE 1: Power Purchase Agreement (PPA)
### 1. SCHEDULED COMMERCIAL BANKS

<table>
<thead>
<tr>
<th>SCHEDULED COMMERCIAL BANKS</th>
<th>3. FOREIGN BANKS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SBI AND ASSOCIATES</strong></td>
<td>24. A B BANK</td>
</tr>
<tr>
<td>1. State Bank of India</td>
<td>25. SHINHAN BANK</td>
</tr>
<tr>
<td>2. State Bank of Indore</td>
<td>26. CTBC BANK Co. Ltd.</td>
</tr>
<tr>
<td><strong>NATIONALISED BANKS</strong></td>
<td>27. MIZUHO BANK, Ltd.</td>
</tr>
<tr>
<td>3. Bank of India</td>
<td>30. Australia And New Zealand Banking Group Limited</td>
</tr>
<tr>
<td>5. Canara Bank</td>
<td>32. American Express Banking Corporation</td>
</tr>
<tr>
<td>7. Corporation Bank</td>
<td>34. Credit Suisse A.G</td>
</tr>
<tr>
<td>8. Dena Bank</td>
<td>35. FirstRand Bank Ltd.</td>
</tr>
<tr>
<td>10. Indian Overseas Bank</td>
<td>37. JSC VTB Bank</td>
</tr>
<tr>
<td>13. Punjab &amp; Sind Bank</td>
<td>40. Sberbank</td>
</tr>
<tr>
<td>14. Syndicate Bank</td>
<td>41. USB AG</td>
</tr>
<tr>
<td>15. Union Bank of India</td>
<td>42. United Overseas Bank Ltd.</td>
</tr>
<tr>
<td>16. United Bank of Indi</td>
<td>43. Westpac Banking Corporation</td>
</tr>
<tr>
<td>17. UCO Bank</td>
<td>44. Woori Bank</td>
</tr>
<tr>
<td>18. Vijaya Bank</td>
<td>45. Doha Bank Qsc</td>
</tr>
</tbody>
</table>

### 2. OTHER PUBLIC SECTOR BANKS

<table>
<thead>
<tr>
<th>OTHER PUBLIC SECTOR BANKS</th>
<th>3. FOREIGN BANKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. IDBI Bank Ltd.</td>
<td>2. ING Vysya Bank Ltd.</td>
</tr>
<tr>
<td><strong>3. FOREIGN BANKS</strong></td>
<td>3. Axis Bank Ltd.</td>
</tr>
<tr>
<td>1. Bank of America NA</td>
<td>4. ICICI Bank Ltd.</td>
</tr>
<tr>
<td>2. Bank of Tokyo Mitsubishi UFJ Ltd.</td>
<td>5. HDFC Bank Ltd.</td>
</tr>
<tr>
<td>3. BNP Paribas</td>
<td>6. Yes Bank Ltd.</td>
</tr>
<tr>
<td>5. Citi Bank N.A.</td>
<td>8. IndusInd Bank Ltd</td>
</tr>
<tr>
<td>7. The HongKong and Shanghai Banking Corpn. Ltd.</td>
<td>10. Catholic Syrian Bank</td>
</tr>
<tr>
<td>8. Standard Chartered Bank</td>
<td>11. City Union Bank</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>17. Mashreq Bank p.s.c</td>
<td>20. DCB Bank Ltd</td>
</tr>
<tr>
<td>19. Sonali Bank Ltd.</td>
<td></td>
</tr>
<tr>
<td>20. J. P. Morgan Chase Bank, National Association</td>
<td></td>
</tr>
<tr>
<td>21. State Bank of Mauritius Ltd.</td>
<td></td>
</tr>
<tr>
<td>22. BANK of CEYLON</td>
<td></td>
</tr>
<tr>
<td>23. BANK INTERNASIONAL INDONESIA</td>
<td></td>
</tr>
</tbody>
</table>
**Format 4.11: General Particulars of Bidder**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Bidder</td>
</tr>
<tr>
<td>2.</td>
<td>Postal Address</td>
</tr>
<tr>
<td>3.</td>
<td>Mobile no.</td>
</tr>
<tr>
<td>4.</td>
<td>Telephone, Telex, Fax No.</td>
</tr>
<tr>
<td>5.</td>
<td>E-mail</td>
</tr>
<tr>
<td>6.</td>
<td>Web site</td>
</tr>
<tr>
<td>7.</td>
<td>Name, designation and Mobile Phone No. of the representative of the Bidder to whom all references shall be made</td>
</tr>
<tr>
<td>8.</td>
<td>Have the Bidder ever been debarred by any Govt. Deptt./Undertaking for undertaking any work?</td>
</tr>
<tr>
<td>9.</td>
<td>GST No.</td>
</tr>
</tbody>
</table>
Annexure A

Solar PV Projects

Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV Module Qualification

1.1 The PV modules used in the grid connected solar PV power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

   Crystalline Silicon Solar Cell Modules  IEC 61215
   Thin Film Modules                   IEC 61646
   Concentrator PV modules            IEC 62108

2.1 In addition, PV modules must qualify to IEC 61730 for safety qualification testing at 1000V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

   The Power Conditioners/ Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Standards as specified below:

   Efficiency Measurements:   IEC61683
   Environmental Testing :    IEC 60068 -2/IEC 62093
   EM Compatibility (EMC):    IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
   Electrical safety:          IEC 62103/IEC 62109-1&2
   Anti-Islanding Protection:  IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards

As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the grid connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards. Further all Solar PV modules and Solar cells used in the projects will be from the Models and manufacturers included in the ALMM (Approved List of Models & Manufacturers) issued by MNRE
### Other Sub-systems/ Components:
Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national standards.
Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. **Floatation System**: The Floatation system must conform to the latest edition of any of the following IEC/ equivalent standards as specified below:

<table>
<thead>
<tr>
<th>Description</th>
<th>code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Test for Environmental Stress Cracking of HDPE</td>
<td>ASTM D1693 (or equivalent ISO Standards)</td>
</tr>
<tr>
<td>Full Notch Creep Test (FNCT)</td>
<td>ISO16770</td>
</tr>
<tr>
<td>Standard Practice for fluorescent ultraviolet (UV) lamp apparatus exposure of plastics</td>
<td>ASTM D4329, ISO 4892 - 3</td>
</tr>
<tr>
<td>Standard Test Method for Environmental Stress Cracking of Ethylene plastics</td>
<td>ASTM D1693-15 (or equivalent ISO Standards)</td>
</tr>
<tr>
<td>Test for Restriction of Hazardous Substances</td>
<td>RoHS directive 2002/ 95/EC</td>
</tr>
</tbody>
</table>

5. **Authorized Test Centers**

The PV modules/Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member Labs abroad will be acceptable.
6. **Warranty**

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% (ninety per cent) at the end of 10 (ten) years and 80% (eighty per cent) at the end of 25 (twenty-five) years.

7. **Identification and Traceability**

Each PV module used in any solar power project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions.)

3.30.1.1.1.1 Name of the manufacturer of PV Module
3.30.1.1.1.2 Name of the Manufacturer of Solar cells
3.30.1.1.1.3 Month and year of the manufacture (separately for solar cells and module)
3.30.1.1.1.4 Country of origin (separately for solar cells and module)
3.30.1.1.1.5 I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250°C)
3.30.1.1.1.6 Wattage, Im, Vm and FF for the module
3.30.1.1.1.7 Unique Serial No and Model No of the module
3.30.1.1.1.8 Date and year of obtaining IEC PV module qualification certificate
3.30.1.1.1.9 Name of the test lab issuing IEC certificate
3.30.1.1.1.10 Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

8. **Performance Monitoring:**

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and UPNEDA or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and UPNEDA or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.
9. Safe Disposal of Solar PV Modules:

The developers will ensure that all Solar PV modules from their plant after their ‘end of life’ (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time.
**PART B (Financial Bid)**

**e-tender NO.05/UPNEDA/GRID Connect/RfP/2019**

**Name of Bidding Company:**
**Address of Bidding Company/ Lead Member of the Bidding Consortium**

<table>
<thead>
<tr>
<th>S.no</th>
<th>Description</th>
<th>Unit</th>
<th>Tariff for 25 years Rs /kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fixed Tariff Offered of Electrical Power for 25 years.</td>
<td>Rs/kWh</td>
<td></td>
</tr>
</tbody>
</table>

| 1    | Project Capacity                                 | MW         |                             |
| 2    | Considering Capacity Utilization Factor          | %          |                             |

a) Bidder while computing the Quoted Tariff shall have taken into consideration the Capacity charges as well as Energy Charges depending upon the source and all escalations expected. No separate escalation shall be provided for tariffs. All the risk factors as well as escalation factors should be taken into consideration before quoting the Fixed Tariff.

b) The Fixed Tariff in Rs./kWh shall be provided up to two (2) decimal points.

c) All pages of this Format shall be signed by the authorized signatory.

d) The contents of this format shall be clearly typed.

(Signature of Bidder)
With seal

To be uploaded in Part B.
Other document / condition, terms if enclosed will liable to be rejection of bid.
Annexure B

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Uttar Pradesh New and Renewable Energy Development Agency has decided to use the portal https://www.bharat-electronicstender.com through ISN-ETS Portal, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an ‘e-Reverse Auction’

Broad Outline of Activities from Bidder’s Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   a) Query to UPNEDA (Optional)
   b) View response to queries posted by UPNEDA
8. Bid-Submission on ETS
9. Respond to UPNEDA Post-TOE queries
10. Participate in reverse auction if invited
For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

**Registration**

To use the ElectronicTender® portal https://www.bharatelectronictender.com, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note:**

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS https://www.bharatelectronictender.com. If the official copy of the documents is not downloaded from ISN-ETS Portal within the specified period of downloading of RFS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

| Bharat Electronic Tender Portal / ETS Helpdesk | Customer Support: +91-124-4229071, 4229072 |
| Telephone/Mobile | (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays) |
| Email-ID | support@isn-ets.com |
| [Please mark CC: support@electronictender.com] |

**Some Bidding related Information for this Tender (Sealed Bid)**
The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Part A (Technical-Bid)
  - Part B (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit all the documents physically in hard copy also as per clause 2.22, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main Bid. For transparency, the information submitted by a bidder in the Electronic Forms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms™ and the 'Main Bid', the contents of the Electronic Forms™ shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to UPNEDA in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.
Other Instructions

For further instructions, the vendor should visit the home-page of the portal https://www.bharatelectronictender.com, and go to the User-Guidance Center

The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

Specifically for Supplier organizations, the following ‘SEVEN KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from ‘Bid-Submission Overview Page’ only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

NOTE: While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Additional DO’S AND DON'TS FOR BIDDERS participating in e-Reverse Auction

1. Get your organization’s concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.

2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.

3. It is important for each bidder to thoroughly read the ‘rules and related criterion’ for the e Reverse Auction as defined by the Buyer organization.

4. It is important to digitally-sign your ‘Final bid’ after the end of e-Reverse Auction bidding event.

Minimum Requirements at Bidder’s End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)
Annexure C

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), UPNEDA shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 3 and other provisions of Reverse Auction in RfP Documents and their subsequent Addenda/Amendments/Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfP document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfP document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant UPNEDA guidelines, shall be initiated by UPNEDA.
7. The Bidder shall not divulge either his Bids or any other exclusive details of UPNEDA to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
   a) Bidders may note that, although extension time is 18 minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
   b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of UPNEDA, bid process, bid technology, bid documentation and bid details.
   c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
   d) Technical and other non-commercial queries (not impacting price) can only be routed to the UPNEDA contact personnel indicated in the RfS document.
e) Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and UPNEDA.

f) LOI shall be placed outside the ISN-ETS e-portal & further processing of the LOI shall also be outside the system.

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure – D of the RfS document.

h) Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.

i) UPNEDA will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.

j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used: https://www.bharatelectronictender.com

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section – 3 and other provisions of Reverse Auction in RfP documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Parameter</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date and Time of Reverse-Auction Bidding Event</td>
<td>Please refer Bid Information Sheet</td>
</tr>
<tr>
<td>2.</td>
<td>Duration of Reverse-Auction Bidding Event</td>
<td>30 minutes</td>
</tr>
<tr>
<td>3.</td>
<td>Automatic extension of the ‘Reverse-Auction closing Time’, if last bid received is within a ‘Predefined Time-Duration’ before the ‘Reverse Auction Closing Time’</td>
<td>Yes</td>
</tr>
<tr>
<td>3.1</td>
<td>Pre-defined Time-Duration</td>
<td>08 minutes</td>
</tr>
<tr>
<td>3.2</td>
<td>Automatic extension Time-Duration</td>
<td>08 minutes</td>
</tr>
<tr>
<td>3.3</td>
<td>Maximum number of Auto-Extension</td>
<td>Unlimited Extension</td>
</tr>
<tr>
<td>4.</td>
<td>Entity-Start-Price</td>
<td>Tariff quoted by the bidders in Financial Bid (Part B)</td>
</tr>
</tbody>
</table>

Online Reverse Auction shall be conducted by UPNEDA on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
During the Reverse Auction, any requests for extension of time will not be considered by UPNEDA. Bidders are therefore requested to make all the necessary arrangements/alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. UPNEDA shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

UPNEDA reserves the right to cancel/reschedule/extend the Reverse Auction process/tender at any time, before ordering, without assigning any reason.

UPNEDA shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of UPNEDA shall be binding on the bidders.

Other terms and conditions shall be as per bidder’s techno-commercial offers and as per the RfP document and other correspondences, if any, till date.
POWER PURCHASE AGREEMENT

FOR

SUPPLY OF ---- MW SOLAR POWER

FROM

GRID CONNECT SOLAR PV POWER PLANT

FOR

25 YEARS

By

[--------------------------------------------------------------]

With

Uttar Pradesh Power Corporation Ltd. (UPPCL), Lucknow
**TABLE OF CONTENTS**

ARTICLE 1: DEFINITIONS AND INTERPRETATION .......................................................... 105
1.1. Definitions .................................................................................................................. 105
1.2. Interpretation .............................................................................................................. 111

ARTICLE 2: TERM OF AGREEMENT .............................................................................. 114
2.1. Effective Date ............................................................................................................. 114
2.2. Term of Agreement ................................................................................................. 114
2.3. Early Termination ..................................................................................................... 114
This Agreement shall terminate before the Expiry Date: ............................................. 114
2.4. Survival ..................................................................................................................... 114

ARTICLE 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER / PROCURERS 115
3.1. Satisfaction of conditions subsequent by the SPP /Seller ........................................ 115
3.3. Performance Bank Guarantee ................................................................................ 116
3.4. Return of Performance Bank Guarantee .................................................................. 117

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT .......................... 118
4.1 SPP’s Obligations ..................................................................................................... 118
4.2 Minimum CUF Limits .............................................................................................. 118
4.3 Grid Connectivity ..................................................................................................... 118
4.4 Information regarding Interconnection Facilities ..................................................... 120
4.5 Purchase and sale of Contracted Capacity ................................................................ 120
4.6 Right to Contracted Capacity & Energy ................................................................... 120
4.7 Extensions of Time ................................................................................................... 121
4.8 Liquidated Damages for delay in commencement of supply of power to Procurers ....... 122
4.9 Acceptance/Performance Test ................................................................................ 122

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION 123
5.1 Synchronisation, Commissioning and Commercial Operation .................................. 123

ARTICLE 6: DISPATCH .................................................................................................. 124
6.1 Dispatch ..................................................................................................................... 124

ARTICLE 7: METERING ............................................................................................... 125
7.1 Meters ....................................................................................................................... 125

ARTICLE 8: INSURANCES ............................................................................................ 126
8.1 Insurance .................................................................................................................. 126
8.2 Application of Insurance Proceeds .......................................................................... 126
8.3 Effect on liability of Procurers ................................................................................ 126

ARTICLE 9: APPLICABLE TARIFF ............................................................................... 127

ARTICLE 10: BILLING AND PAYMENT ....................................................................... 128
10.1 General .................................................................................................................... 128
10.2 Delivery and Content of Monthly Bills ................................................................. 128
10.3 Payment of Monthly Bills ...................................................................................... 128
10.4 Payment Security Mechanism ............................................................................... 129
10.5 Third Party Sales by the Seller .............................................................................. 131
10.6 Disputed Bill ........................................................................................................... 132
10.7 Quarterly and Annual Reconciliation ..................................................................... 133
10.8 Payment of Supplementary Bill ............................................................................ 133

ARTICLE 11: FORCE MAJEURE ................................................................................... 134
11.1 Definitions .............................................................................................................. 134
11.2 Affected Party ...................................................................................................... 134
ARTICLE 12: CHANGE IN LAW

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

ARTICLE 14: COMPENSATION FOR OFFTAKE CONSTRAINTS

ARTICLE 15: LIABILITY AND INDEMNIFICATION

ARTICLE 16: ASSIGNMENTS AND CHARGES

ARTICLE 17: GOVERNING LAW AND DISPUTE RESOLUTION

ARTICLE 18: MISCELLANEOUS PROVISIONS

11.3 Force Majeure

11.4 Force Majeure Exclusions

11.5 Notification of Force Majeure Event

11.6 Duty to Perform and Duty to Mitigate

11.7 Available Relief for a Force Majeure Event

12.1 Definitions

12.2 Relief for Change in Law

13.1 SPP Event of Default

13.2 Procurers Event of Default

13.3 Procedure for cases of SPP Event of Default

13.4 Procedure for cases of Procurers Event of Default

13.5 Termination due to Force Majeure

15.1 Indemnity

15.2 Procedure for claiming Indemnity

15.3 Indemnifiable Losses

15.4 Limitation on Liability

15.5 Duty to Mitigate

16.1 Assignments

16.2 Permitted Charges

17.1 Governing Law

17.2 Amicable Settlement and Dispute Resolution

17.3 Dispute Resolution

17.4 Parties to Perform Obligations

18.1 Amendment

18.2 Third Party Beneficiaries

18.3 Waiver

18.4 Confidentiality

18.5 Severability

18.6 Notices

18.7 Language

18.8 Restriction of Shareholders / Owners’ Liability

18.9 Taxes and Duties

18.10 No Consequential or Indirect Losses

18.11 Order of priority in application

18.12 Independent Entity

18.13 Compliance with Law

Schedule 1: Particulars of the Project

Schedule 2: Location of Plant

Schedule 3: Plant Layout

Schedule 4: Site Drawing

Schedule 5: Format for Monthly Power Bill

Schedule 6: Parameters and Technical Limits of Supply

Schedule 7: Technical Limits

Schedule 8: Approvals

Schedule 9: Testing Procedures

Schedule 10: Copy of the Tariff Quoted by the Seller
THIS POWER PURCHASE AGREEMENT [the “Agreement”] is made on the day of.............. of ........ at Lucknow

Between

M/s -------------------------, a company incorporated under the Companies Act 1956 or the Companies Act, 2013 as applicable, having its registered office at --------------------------------------------- (herein after referred to as “Seller” or “Solar Power Producer or SPP”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the FIRST PART;

And

Uttar Pradesh Power Corporation Ltd., Lucknow a Company incorporated in India and registered under the Companies Act,1956, having its registered office at Shakti Bhawan, 14 – Ashok Marg, Lucknow – 226001

(hereinafter referred to as “UPPCL or “Procurer” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the SECOND PART;

Seller or “Solar power producers” and Procurer are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

WHEREAS:

a) Uttar Pradesh Solar Energy Policy, 2017 has been issued by Government of Uttar Pradesh for promoting the Solar Energy in Uttar Pradesh.

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.
c) As per Uttar Pradesh Solar Power Policy 2017, UPNEDA had initiated a competitive bidding process through issue of RfP (Request for Proposal) Document for selecting SPP for setting up of Solar PV Project (total aggregate capacity of 500 MW) for supply of solar energy for 25 years to procurers.

d) M/s -----------------(SPP) had registered itself with UPNEDA and after meeting the eligibility requirements and has got selected by UPNEDA for the construction, operation & maintenance and supply of power from the Solar PV project of capacity------- MW to the Procuer in accordance with the terms of this Agreement. The details of the plant are given in Schedule –3.

e) M/s ------------------has provided to UPNEDA, Contract Performance Guarantee(s) as per format specified in RfP. M/s------------------------ have formed a project company ------------------- for implementation and operation of this project.(delete if not required )

f) The SPP has agreed to sign this Power Purchase Agreement with Procuer for sale of Solar Photovoltaic Power by the SPP to the Procuer for 25 years as per the terms and conditions of this Agreement.

g) Procuer agree to procure Solar Photovoltaic Power up to the Contracted Capacity from the SPP as per the terms of this Agreement.

h) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by SPP to Procuer.

i) All the other RfP Project Documents will be executed by the Procuer and the Seller simultaneously with the signing of this Agreement.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:
ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions
In this Agreement, the following words and expressions shall have the respective meanings set forth herein:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Act or Electricity Act 2003”</td>
<td>shall mean the Electricity Act, 2003 as amended from time to time.</td>
</tr>
<tr>
<td>“Affected Party”</td>
<td>means the Procurer or Seller whose performance has been affected by an event of Force Majeure.</td>
</tr>
<tr>
<td>“Affiliate”</td>
<td>Company shall mean a Company that, directly or indirectly, a) controls, or b) is controlled by, or c) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% of the voting shares of such company or right to appoint majority Directors.</td>
</tr>
<tr>
<td>“Agreement” or “Power Purchase Agreement” or “PPA”</td>
<td>shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof</td>
</tr>
<tr>
<td>“Appropriate Commission”</td>
<td>shall mean the CERC, or the UPERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be</td>
</tr>
<tr>
<td>“Approvals”</td>
<td>means the permits, clearances, licenses and consents as are listed in Schedule 8 hereto and any other statutory approvals required for generation and sale of power</td>
</tr>
<tr>
<td>“Average Pooled Purchased Cost (APPC)”</td>
<td>shall mean the weighted average price at which an electricity distribution company buys power from various sources.</td>
</tr>
<tr>
<td>“Bill Dispute Notice”</td>
<td>shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party</td>
</tr>
<tr>
<td>“Billing Period”</td>
<td>Shall be the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial</td>
</tr>
<tr>
<td><strong>Operation Date</strong> and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>“Billing Date”</strong> shall be the first Business Day after the Metering Date of each Billing Period.</td>
<td></td>
</tr>
<tr>
<td><strong>“Business Day”</strong> shall mean with respect to Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Lucknow.</td>
<td></td>
</tr>
<tr>
<td><strong>“Capacity Utilization Factor” or “CUF”</strong> &quot;Capacity Utilization Factor” or “CUF” means the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8766 Hours) in a calendar year shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time</td>
<td></td>
</tr>
<tr>
<td><strong>“Commercial Operation Date” or “COD”</strong> “Commercial Operation Date” or “COD” shall mean the date on which the Plant is available for commercial operation and such date as specified in a written notice given at least ten days in advance by the Seller to UPNEDA / Procurer(s).</td>
<td></td>
</tr>
<tr>
<td><strong>“Change in Law”</strong> shall have the meaning ascribed thereto in Article 12.1 of this Agreement;</td>
<td></td>
</tr>
<tr>
<td><strong>“Competent Court of Law”</strong> shall mean any court or tribunal or any similar judicial or quasi-judicial body in Lucknow that has jurisdiction to adjudicate upon issues relating to this Agreement;</td>
<td></td>
</tr>
<tr>
<td><strong>“Consultation Period”</strong> shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;</td>
<td></td>
</tr>
<tr>
<td><strong>“Contract Year”</strong> shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;</td>
<td></td>
</tr>
<tr>
<td><strong>“Contracted”</strong> shall mean -------MW (AC) of Solar PV power contracted with Procurer(s) for sale of such power by the Seller (---</td>
<td></td>
</tr>
<tr>
<td>Terms</td>
<td>Definitions</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Capacity&quot;</td>
<td>MW AC capacity means MW AC output at the delivery point i.e. at the grid sub-station where the Project would be connected to.</td>
</tr>
<tr>
<td>&quot;Day&quot;</td>
<td>shall mean a day, if such a day is not a Business Day, the immediately succeeding Business Day;</td>
</tr>
<tr>
<td>&quot;Delivery Date&quot;</td>
<td>shall mean the date on which the Seller commences supply of the aggregate Contracted Capacity to the Procurers;</td>
</tr>
<tr>
<td>&quot;Dispute&quot;</td>
<td>shall mean any dispute or difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 17 of this Agreement;</td>
</tr>
<tr>
<td>&quot;Due Date&quot;</td>
<td>Due Date shall mean the 30th day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the UPPCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the UPPCL.</td>
</tr>
<tr>
<td>&quot;Effective Date&quot;</td>
<td>shall have the meaning ascribed thereto in Article 2 of this Agreement;</td>
</tr>
<tr>
<td>&quot;Electricity Laws&quot;</td>
<td>shall mean the Electricity Act, 2003 and the rules and regulations made thereunder from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;</td>
</tr>
<tr>
<td>&quot;Energy Accounts&quot;</td>
<td>shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof;</td>
</tr>
<tr>
<td>&quot;Event of Default&quot;</td>
<td>shall mean the events as defined in Article 13 of this Agreement;</td>
</tr>
<tr>
<td>&quot;Expiry Date&quot;</td>
<td>Shall mean the date occurring twenty five (25) years from the date of commercial operation of the Solar PV Project;</td>
</tr>
<tr>
<td>&quot;Force Majeure&quot; or &quot;Force Majeure&quot;</td>
<td>shall have the meaning ascribed thereto in Article 11 of this Agreement;</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>&quot;Event&quot;</td>
<td>Agreement;</td>
</tr>
<tr>
<td>&quot;Grid Code&quot; / &quot;IEGC&quot; or &quot;State Grid Code&quot;</td>
<td>shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;</td>
</tr>
<tr>
<td>“Incremental Receivables”</td>
<td>shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;</td>
</tr>
<tr>
<td>“Indian Governmental Instrumentality”</td>
<td>shall mean the Government of India, Governments of State of Uttar Pradesh and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;</td>
</tr>
<tr>
<td>“Invoice” or “Bill”</td>
<td>shall mean either a Monthly Invoice, Monthly Bill or a Supplementary Invoice /Supplementary Bill by any of the Parties;</td>
</tr>
<tr>
<td>“Injection Point”</td>
<td>Is the point located at the appropriate voltage of substation of Transco / Discom, the injection point shall also be the Delivery point or the metering point for estimation of energy generation, shall also mean “Point of Connectivity”</td>
</tr>
<tr>
<td>“Injected Energy”</td>
<td>Shall mean the kilowatt hours of Electricity actually fed and measured by the energy meters at the Injection Point in a Billing Period and certified in the SLDC / STU / CTU.</td>
</tr>
<tr>
<td>“Interconnection Facilities”</td>
<td>in respect of the Seller shall mean all the facilities installed by the Seller at the Solar PV Power Plant to transmit the energy to the grid.</td>
</tr>
<tr>
<td>“Interconnection Point”</td>
<td>shall mean the point where the power from the transmission line reaches to the switchyard bus of Transco / Discom at the Injection Point, the interconnection point shall be located in the periphery of Transco / Discom substation.</td>
</tr>
<tr>
<td>“Installed Capacity”</td>
<td>means the capacity of the Project at the generating terminal(s) and shall be equal to--------- MW.</td>
</tr>
<tr>
<td>“KV”</td>
<td>means Kilovolts.</td>
</tr>
<tr>
<td>“KWH”</td>
<td>means Kilowatt-hour.</td>
</tr>
<tr>
<td>“Late Payment Surcharge”</td>
<td>shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;</td>
</tr>
<tr>
<td>&quot;Law&quot;</td>
<td>shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commission;</td>
</tr>
<tr>
<td>“Letter of Credit” or “L/C”</td>
<td>shall have the meaning ascribed thereto in Article 10.4 of this Agreement;</td>
</tr>
<tr>
<td>&quot;Metering Date&quot;</td>
<td>for a Billing Period, means the midnight of the last Day of the calendar month.</td>
</tr>
<tr>
<td>“Metering Point”</td>
<td>for purposes of recording of Injected Energy located at Injection Point.</td>
</tr>
<tr>
<td>&quot;Month&quot;</td>
<td>shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month</td>
</tr>
<tr>
<td>“MW”</td>
<td>means Megawatts.</td>
</tr>
<tr>
<td>“O &amp; M Default”</td>
<td>shall mean any default on the part of the Seller for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices).</td>
</tr>
<tr>
<td>“Party” and &quot;Parties&quot;</td>
<td>shall have the meaning ascribed thereto in the recital to this Agreement;</td>
</tr>
<tr>
<td>“Payment Security Mechanism”</td>
<td>shall have the meaning ascribed thereto in Article 10.4 of this Agreement;</td>
</tr>
<tr>
<td>“Preliminary Default Notice”</td>
<td>shall have the meaning ascribed thereto in Article 13 of this Agreement;</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Project”</td>
<td>Shall mean the Solar PV Project as detailed under schedule-I of this Agreement.</td>
</tr>
<tr>
<td>&quot;Project Site&quot;</td>
<td>means any and all parcels of real property, rights-of-way, easements and access roads related to the Plant.</td>
</tr>
<tr>
<td>&quot;Prudent Utility Practices&quot;</td>
<td>means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.</td>
</tr>
<tr>
<td>“RBI”</td>
<td>shall mean the Reserve Bank of India;</td>
</tr>
<tr>
<td>“Rebate”</td>
<td>shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;</td>
</tr>
<tr>
<td>&quot;RPC&quot;</td>
<td>shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;</td>
</tr>
<tr>
<td>&quot;Rupees&quot;, &quot;Rs.&quot; Or “&quot;</td>
<td>shall mean Indian rupees, the lawful currency of India;</td>
</tr>
<tr>
<td>“Scheduled Commercial Operation Date” or “Scheduled COD”</td>
<td>shall be a date, 18 months at a single location, (Developer to retain condition as per the plant capacity allocated) from the Effective Date, when the Solar PV Project is required to be commissioned as per the terms and conditions of the PPA;</td>
</tr>
<tr>
<td>&quot;SERC&quot;</td>
<td>shall mean the Electricity Regulatory Commission of any State in India constituted under Section 82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Sub-section (1) of Section 83 of the Electricity Act 2003;</td>
</tr>
<tr>
<td>“SLDC”</td>
<td>State Load Dispatch Center as Constituted under Section 31 of Electricity Act 2003.</td>
</tr>
<tr>
<td>“SLDC Charges”</td>
<td>shall mean the charges levied by any of the relevant SLDCs on the Procurers;</td>
</tr>
</tbody>
</table>
“Solar Photovoltaic” or “Solar PV” shall mean the solar power project that uses sunlight for direct conversion into electricity and that is being set up by the Seller(s) to provide Solar Power to the Procuer;

“Solar Power” shall mean power generated from the Solar PV Project;

“State Transmission Utility” or “STU” Means State Transmission Utility as notified by the Government of the State for electricity transmission.

“Tariff” Shall have the same meaning as provided for in Article 9 of this Agreement; As quoted by the Seller through competitive bidding and as attached in Schedule 10 of this Agreement

"Tariff Payments" shall mean the payments to be made under Monthly Bills as referred to in Article 10;

“Technical Limits” means the limits and constraints described in Schedule 6, relating to the operations, maintenance and dispatch of the Project.

“Term of Agreement” shall have the meaning ascribed thereto in Article 2 of this Agreement;

“Termination Notice” shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;

“Voltage of Injection” means the voltage at which the Electricity generated by the Project is required to be injected to the STU / CTU / Discom and shall be-------- KV.(To be decided in consultation with STU/CTU/Discom)

"Week" shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2. Interpretation

Save where the contrary is indicated, any reference in this Agreement to:

1.2.1 “Agreement” shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure(s);

1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this
1.2.3 A “crore” means a reference to ten million (10,000,000) and a “lakh” means a reference to one tenth of a million (100,000);

1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.5 “Indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.7 "Rupee", "Rupees" “Rs.” or “£” shall denote Indian Rupees, the lawful currency of India;

1.2.8 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9 Words importing the singular shall include the plural and vice versa;

1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented only if agreed to between the parties;

1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;

1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

1.2.18 In the event of any inconsistency between this Agreement and GoUP’s Solar Energy Policy 2017 read with RfP document, the later shall prevail upon.
ARTICLE 2: TERM OF AGREEMENT

2.1. Effective Date

2.1.1 This Agreement shall be deemed to have come into force with effect from the date of signing of this agreement and shall remain in full force from the date of commissioning of last unit of the Solar PV Plant from which solar power is committed to be supplied under this Agreement and such date shall be referred to as the Effective Date.

2.2. Term of Agreement

2.2.1 This Agreement subject to Article 2.3 and 2.4 shall be valid for a term from the Effective Date until the Expiry Date.

2.3. Early Termination

This Agreement shall terminate before the Expiry Date:

i. if either Seller or all the Procurers (jointly) terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or

ii. in such other circumstances as the Seller or all the Procurers (jointly) may agree, in writing;

2.4. Survival

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under, Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 15 (Liability and Indemnification), Article 17 (Governing Law and Dispute Resolution), Article 18 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.
ARTICLE 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER / PROCURERS

3.1. Satisfaction of conditions subsequent by the SPP /Seller

3.1.1 The SPP agrees and undertakes to duly perform and complete all of the following activities at the SPP’s own cost and risk within twelve months (12) from the Date of Signing of PPA, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by UPNEDA:

a) The SPP/Seller shall have acquired land/water body and taken possession of the total land/water body required for the Solar PV Project on which the project developer wishes to install the required capacity within twelve months (12) months of signing of PPA.

b) The SPP/Seller shall have obtained all Consents, Clearances and Permits required for supply of power to the Procuree(s) as per the terms of this Agreement. In case a Project Company is incorporated and the Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company, all such Consents, Clearances and Permits shall have been transferred in the name of such Project Company;

c) The SPP shall have achieved Financial Closure within 12 (twelve) months of signing of this PPA and has provided a certificate to UPNEDA from the lead banker to this effect or In case the funds have been arranged from its internal resources a Board Resolution certifying the same shall be submitted by the bidder; Failing the aforesaid, liquidated damages will be levied as mentioned in clause 3.2.1 unless the delay is not owing to any action or inaction on the part of the SPP or caused due to a Force Majeure. Extension for the attainment of financial closure may be considered by UPNEDA, on the sole request of SPP, on the payment of penalty as mentioned in 3.2.1. This extension will not have any impact on the Scheduled Commissioning Date. Any penalty paid so, shall be returned to the SPP without any interest on achievement of successful commissioning within the Scheduled Commissioning Date.

d) The SPP shall have sent a written notice to UPNEDA and Procurees indicating the Installed Capacity for the Power Project expressed in MW;

e) Within twelve months from the date of signing of PPA, the project developer has to submit the technical feasibility report which includes obtaining a letter from State Transmission Utility confirming technical feasibility of connectivity of the plant to STU substation along with execution of connection agreement. STU will confirm technical feasibility of connectivity of the plant to STU substation within one month of submission of application and required complete documents from the project developer.

f) In case the STU is not in a position to provide connectivity to the proposed solar plant due to technical reasons within the timeframe decided in the connection agreement then there shall be no financial liability on either party.
g) In case the STU is not in a position to provide connectivity to the proposed solar plant at desired substation then the power purchase agreement shall be treated as infructuous without any financial liability on either party.

h) [To be included if the Seller opts for substitution rights of the Lender(s)] The seller shall have provided an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the terms of this Agreement and all other RfP Documents;

i) The SPP shall have fulfilled the Qualifying requirements according to criteria mentioned in RfP Clause 2.10 for Selection of Developer(s) for Procurement of 500 MW Power from Grid Connect Solar Power Projects through Tariff Based Competitive Bidding Process and produce the documentary evidence for same.

3.2. The SPP shall have submitted to UPNEDA the relevant documents as stated above, complying with the conditions subsequent, within twelve months consequence of non-fulfilment of conditions subsequent

3.2.1 In case of failure to submit the documents to UPNEDA within timeframe the provision of RfP as mentioned below shall apply:

In case of delay in achieving above condition, as may be applicable, UPNEDA shall encash Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is caused due to a Force Majeure as per PPA.

For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.2 In case of inability of the SPP to fulfill any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.

3.2.3 Provided that due to the provisions of this Article 3.2, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3. Performance Bank Guarantee

3.3.1 Performance Bank Guarantee has been submitted by SPP within 90 days of issue of LoI or before the signing of the PPA whichever is earlier for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.

3.3.2 If the SPP fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement, subject to conditions mentioned in Article 4.7, UPNEDA shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of UPNEDA under this Agreement.
3.4. **Return of Performance Bank Guarantee**

3.4.1 Subject to Article 3.3, UPNEDA shall return / release the Performance Bank Guarantee within three (3) months after the Commissioning Date.

3.4.2 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of UPNEDA under this Agreement.
ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1  SPP’s Obligations

4.1.1 The SPP undertakes to be responsible, at SPP’s own cost and risk, for:

a) Obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and

b) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the State Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.

c) The commencement of supply of power up to the Contracted Capacity to Procurer(s) on or before the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement; and

d) Connecting the Power Project switchyard with the STU/ DISCOM Transmission Lines at the outgoing Terminal Bay of the Power Project switchyard (Delivery Point); and

e) Owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 16;

f) Maintaining its controlling shareholding prevalent at the time of signing of PPA up to a period of Three (3) year after Commercial operational Date; and

g) Fulfilling all obligations undertaken by the SPP under this Agreement.

4.2  Minimum CUF Limits

4.2.1 If for any Contract Year, it is found that the SPP has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPP, on account of reasons solely attributable to the SPP then the developer shall pay a penalty equal to 25% of the project tariff to the Procurer, for such shortfall in units.

4.3  Grid Connectivity

4.3.1 The grid connectivity and associated evacuation facilities from the solar power plant substation/switchyard to distribution/transmission system “feed in substation” will be provided in accordance with UPERC (Grant of Connectivity to Intra-State Transmission System) Regulations 2010 as amended from time to time.

4.3.2 The responsibility of getting connectivity with the transmission system owned by the Discom/STU will lie with the Project Developer. The cost of the transmission line up to the “feed in substation” viz the point of interconnection where the metering is done shall be borne by the
Solar Project Developer. This transmission line shall be constructed by the Solar Project developer. The entire cost of transmission including cost of construction of line, wheeling charges, and losses etc. as per applicable Regulations of the commission will be borne by the Project Developer and will not be met by the STU/Discom.

4.3.3 Seller(s) shall be responsible for the Operation and maintenance of dedicated transmission line up to the point of connectivity. Such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.

4.3.4 Construction and operation/maintenance of evacuation system associated with plants shall be the responsibility of generating company. However, for Bundelkhand and Purvanchal region conditions as mentioned in clause 4.3.6 will be applicable.

4.3.5 The Interconnection /Metering Point shall be located at the Appropriate voltage of substation of Transco / Discom, and generating company shall bear the cost for construction of interconnection / metering facilities upto the point of connectivity.

4.3.6 In case of projects being set up in Bundelkhand and Purvanchal region of the state the following shall be applicable:

i) The Solar Project Developer is free to construct the transmission line on his own after deposition of the supervision charges with the STU/Discom.

j) State Government as per Solar Energy Policy of Uttar Pradesh 2017 will provide the subsidy per KM on the following lengths of the transmission:-
   - For 05 to 10 Megawatt capacity - 10 Kilometer
   - For >10 megawatt to 50 megawatt capacity - 15 Kilometer
   - For >50 megawatt capacity - 20 Kilometer.

k) Solar Project Developer shall construct the Double circuit or single circuit transmission line as per the planning approval of the concerned STU/Discom.

l) The Solar Project Developer shall be given the subsidy on the transmission line length as mentioned in 4.3.6 (b) as per the “Rate Schedule” issued by the STU/Discom for the construction of per kilometer transmission line during the concerned year or the actual cost of construction, whichever is less.

m) This subsidy shall be reimbursed to the Solar Project Developer by the UPNEDA after the construction of the transmission line and the Commercial Operation Date (COD) of the Power Plant. UPNEDA will reimburse the subsidy from the fund available from Government of U.P within one month of receipt of verified expenditure documents from UPPTCL.

n) The estimation of the subsidy amount payable will be as per the verification done by the concerned STU/Discom of the transmission work done and the expenditure made on it by the SPD.UPPTCL will verify the work done and expenditure made within one month of receipt of complete documents from SPD in UPPTCL.
o) The STU/Discom shall own the transmission line constructed by the SPD after the Commercial Operation Date (COD) and operations and maintenance shall be the responsibility of the STU/Discom.

p) If the SPD constructs single circuit transmission line on a double circuit tower than the STU/Discom shall be free to construct another transmission line on the same tower and any objection towards the same by the SPD shall not be acceptable.

q) If the planning unit of STU/Discom proposes to LILO at any center on the transmission line constructed by the SPD than in that case any objection from the SPD towards the same shall not be acceptable.

4.3.7 The Solar PV Project shall be connected to the nearest substation at the appropriate voltage level.

4.3.8 SPD is allowed to sell power to UPPCL thru ISTS network on the condition if in future Ministry of Power, GOI (order No 23/12/2016-R&Rdated 13/2/2018) withdraws the waiver provided in Interstate transmission charges and losses on transmission of the electricity through the interstate transmission system for sale of Power then the same charges and losses will be borne by SPD. However Solar Power Plant will be located in Uttar Pradesh and sale of Power will be to UPPCL.

4.4 Information regarding Interconnection Facilities

4.4.1 The SPP shall be required to obtain all information with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on both sides i.e. transmission side (Discom / Transco side) and SPP’s side (power plant side) of the injection Point to enable delivery of electricity to injection point / interconnection point.

4.5 Purchase and sale of Contracted Capacity

4.5.1 Subject to the terms and conditions of this Agreement, the SPP undertakes to sell to Procuer and Procuer undertakes to pay Tariff for all the energy supplied at the Delivery corresponding to Contracted Capacity.

4.6 Right to Contracted Capacity & Energy

4.6.1 Procuer, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPP beyond the contracted capacity. SPP has declared annual CUF % for the Project at the time of submission of response to RfP. The SPDs is allowed to revise the annual CUF % once within first year of COD. Thereafter, the CUF for the project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of solar panel and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF and for this purpose SPD
shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual CUF within +10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15% and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.

The annual CUF will be calculated every year from 1st April of the year to 31st March next year. If for any contract year it is found that the SPD has not been able to generate 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 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.

4.6.2 Purchase of excess energy

In case the availability is more than 10% of the declared annual CUF, Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procuree(s). In case the Procuree purchases the excess generation, it will do so at 75% (seventy-five per cent) of the PPA tariff.

4.7 Extensions of Time

4.7.1 In the event that the SPP is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

a) any STU/Procuree Event of Default; or

b) Force Majeure Events affecting STU/Procuree, or

c) Force Majeure Events affecting the SPP,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 4.7.2, for a reasonable period but not less than ‘day for day’ basis, to permit the SPP or STU/Procurees through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPP or Procurees, or till such time such Event of Default is rectified by STU/Procurees.

4.7.2 Subject to Article 4.7.6, in case of extension occurring due to reasons specified in Article 4.7.1(a), any of the dates specified therein can be extended, subject to the condition that the Scheduled Commissioning Date would not be extended by more than 6 (six) months.

4.7.3 In case of extension due to reasons specified in Article 4.7.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

4.7.4 If the Parties have not agreed, within thirty (30) days after the affected Party’s performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred by, any Party may raise the Dispute
to be resolved in accordance with Article 17.

4.7.5 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.7.6 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond 6 months or date determined pursuant to Article 4.7.1 whichever is later.

4.8 Liquidated Damages for delay in commencement of supply of power to Procurers

4.8.1 If the SPP is unable to commence supply of power to Procurers by the Scheduled Commissioning Date other than for the reasons specified in Article 4.7.1, the SPP shall pay to UPNEDA, Liquidated Damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per following:

**UPNEDA shall encash the Performance Bank Guarantee in the following manner:**

In case of delay in commissioning of the Project beyond the SCD until the date as on 24 months from the Effective Date of the PPA (as applicable), as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 50 MW capacity, if commissioning of 20 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (20/50) X (18/180). For the purpose of calculations of the liquidated damages, ‘month’ shall be considered consisting of 30 days.

In case the Commissioning of the Project is delayed beyond the date as on 24 months from the Effective Date of the PPA (as applicable), the PPA capacity shall stand reduced/amended to the Project Capacity Commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

4.8.2 The maximum time period allowed for commissioning of the Project without encashment of Performance Bank Guarantee shall be limited to 18 months at single location from the date of execution of this agreement. Any further delay shall be considered as an SPP Event of Default and provision of Article 4.8.1 shall apply.

4.9 Acceptance/Performance Test

4.9.1 Prior to synchronization of the Power Project, the SPP shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the UPPCL to carry out testing and certification for the solar power projects.
ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronisation, Commissioning and Commercial Operation

5.1.1 The SPP shall give the concerned UPLDC / SLDC and Procurer and UPNEDA at least sixty (60) days advanced preliminary written notice and at least thirty (30) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPP to the Grid System when it meets all the connection conditions prescribed in Uttar Pradesh Grid Code then in effect and otherwise meets all other Indian/State legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment shall be installed by the SPP at its generation facility of the Power Project at its own cost. The SPP shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System of Transco / Discom and checking/verification is made by the concerned Transco and Discoms Authorities of the Grid System.

5.1.4 The SPP shall immediately after each synchronization /tripping of generator, inform the substation of the Grid System to which the Power Project is electrically connected in accordance with State Grid Code.

5.1.5 The SPP shall commission the project within 18 months for ------- MW power plant.

5.1.6 Part Commissioning – In case of Solar PV Projects, Part commissioning of the Project shall be accepted by UPNEDA / Procurer(s) subject to the condition that the minimum capacity for acceptance of part commissioning shall be 5 MW, without prejudice to the imposition of penalty, in terms of PPA on the part which is not commissioned. However, the SCD will not get altered due to part commissioning, Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 years from the SCD.

5.1.7 EARLY COMMISSIONING - The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, the procurer may purchase the generation @ 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, the procurer may purchase the generation at PPA Tariff.

5.1.8 However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of UPNEDA/UPPCL.
ARTICLE 6: DISPATCH

6.1 Dispatch

6.1.1 The Power Project shall be required to maintain compliance to the applicable IEGC/UP EGC (UP Electricity Grid Code provisions requirements and directions and its amendments thereof, and, as specified by concerned SLDC/UPLDC from time to time.

6.1.2 The Power Project shall comply the provisions of UPERC (Forecasting, Scheduling, Deviation Settlement and related matters Of Solar and generator Sources) regulations 2018 and its amendments thereof.
ARTICLE 7: METERING

7.1 Meters

7.1.1 As per state metering code, for measurement of solar energy supplied by Solar generating stations within the State, meter shall be provided on each outgoing feeder at the power station designated as main meter for billing purpose. Check meter shall be provided along with main meter on each outgoing feeder. Meters shall also be provided on the other end of the 33kV/132 KV feeder to serve as secondary back-up meter. Meters on each generator and each auxiliary transformer shall work as backup meters. The consumption recorded by main meter shall be compared with the consumption recorded by secondary backup meter on 33kV/132 KV feeder to work out transmission losses as well as to monitor the correct functioning of both meters.

7.1.2 As per state metering code, the metering system shall comprise of main, check, backup and secondary backup meters. In the event of main meter or more than one meter becoming defective the order of precedence for billing shall be (a) main (b) check (c) backup (d) secondary backup.

7.1.3 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the Seller and the Procuer(s) shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the State Grid Code and ABT as amended and revised from time to time.

7.1.4 All meters (a) main (b) check (c) backup meters at Transco / Discom Substation shall be provided by seller at the cost of seller. The secondary backup meters at Solar PV Power Plant Generating Substation shall be provided and installed by seller at the cost of seller.

7.1.5 The SPP shall bear all cost pertaining to installation, testing, calibration maintenance, renewal, and repair of all the meters referred at 7.1.4 above.

7.1.6 Energy Accounts shall be binding on both the Parties for billing and payment purposes.
ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The SPP shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements.

8.2 Application of Insurance Proceeds

8.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

8.2.2 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, Procurers shall have no claim on such proceeds of such Insurance.

8.3 Effect on liability of Procurers

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPP can claim compensation, under any Insurance shall not be charged to or payable by Procurers.
ARTICLE 9: APPLICABLE TARIFF

9.1.1 The SPP shall be entitled to receive a Tariff of Rs. ------ /kWh for the energy supplied at the Metering Point during a Contract Year pertaining to the Contracted Capacity.

9.1.2 Procuer will be liable to pay the project developer the tariff as signed in the PPA.
ARTICLE 10: BILLING AND PAYMENT

10.1 General

10.1.1 From the commencement of supply of power by the Seller, the Procurers shall pay to the Seller the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in this Article 9 and Schedule 10. All Tariff Payments by the Procurers shall be in Indian Rupees.

10.2 Delivery and Content of Monthly Bills

10.2.1 The Seller shall issue to each Procurer a signed Monthly Bill for the immediately preceding Month not later than four (4) days of the next Month. In case the Monthly Bill for the immediately preceding Month issued after four (4) days of the next Month, the Due Date for payment of such Monthly Bill shall be thirty (30) days from such date

Provided that:

a. if the date of commencement of supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or

b. if, the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month

Provided further that if a Monthly Bill is received on or before the second (2nd) day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

10.2.2 The Monthly Bill prepared as detailed in Schedule 5 of the PPA, shall include the following;

a. Provisional Bill for Solar PV power supplied in the immediately preceding Month;

   (a) Adjustments against the Provisional Bill(s) based on Energy Accounts for the Solar PV power supplied in the Month(s) preceding to the previous month(s);

   (b) Any other adjustments to cover changes in open access related charges and any other prior-period adjustments;

2 Late Payment Surcharge, if any; and

3 Taxes, Duties, Levies etc. as applicable.

10.3 Payment of Monthly Bills

10.3.1 The Procurers shall pay the amount payable under the Monthly Bill on the Due Date to such account of the Seller, as shall have been previously notified to the Procurers in accordance
with Article 10.3.2 below.

10.3.2 The Seller shall open a bank account at Lucknow, Uttar Pradesh ("Seller's Designated Account") for all Tariff Payments be made by the Procurers to the Seller, and notify the Procurers of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurers shall also designate a bank account at Lucknow /Greater Noida (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurers, if any, and notify the Seller of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The Seller and the Procurers shall instruct their respective bankers to make all payments under this Agreement to the Procurers’ Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3 **Late Payment Surcharge**

In the event of delay in payment of a Monthly Bill by the Procurers sixty (60) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurers to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.

10.3.4 **Rebate**

For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner.

a) A Rebate of 2% shall be payable to the UPPCL for the payments made within a period of 10 (ten) days of the presentation of hard copy of bill along with required supporting documents at UPPCL Office.

b) Any payments made after ten (10) days of the date of presentation of hard copy of the bill along with the required supporting documents at UPPCL office up to the Due date shall be allowed a rebate of 1%.

c) For the above purpose the date of presentation of Bill shall be the next business day of delivery of the physical copy of the Bill

d) No Rebate shall be payable on the bills raised on account of change in law relating to taxes, duties, cess etc. and on supplementary bill. For the above purpose date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

10.4 **Payment Security Mechanism**

**Letter of Credit (LC):**

10.4.1 The Procurers shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurers, which may be drawn upon by the Seller in accordance with this
Article. The Procurers shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.

10.4.2 Not later than one (1) month before the start of supply, the Procurers shall through a scheduled bank at Lucknow open a Letter of Credit in favour of the Seller, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) months and shall be reviewed every year, in the month of January and revised w.e.f. April for an amount equal to:

i) for the first Contract Year, equal to the estimated average monthly billing;

ii) for each subsequent Contract Year, equal to the one point one (1.1) times the average of the monthly Tariff Payments of the previous Contract Year.

10.4.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawal in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, the Procurers shall restore such shortfall within seven (7) days.

10.4.5 The Procurers shall cause the scheduled bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6 The Procurers shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.

10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Procurers.

10.4.8 If, the Procurers fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurers, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i) a copy of the Monthly Bill which has remained unpaid by the Procurers;

ii) a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.4.9 **Payment Security Fund**

A payment Security Fund will be set up suitable to support payment for at least 3(three months) billing of project tied up with this fund
10.5 Third Party Sales by the Seller

10.5.1 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of any of the following event(s), the Seller shall be entitled to regulate power supply of Solar PV power:

i) Default in making payment by the 30th day from the Due Date,

ii) Non-recoupment of LC by the 30th day of its operation.

iii) Non-availability of LC for operation and for its required value by the 30th day of the Due Date.

10.5.2 The Seller shall issue the Notice for Regulation of Power Supply on the date above and shall give a notice of 7 days to start the regulation on the 8th day.

10.5.3 Regulation of Power Supply would be on pro-rata basis i.e., in the ratio of amount due and unpaid to total amount due against the relevant Monthly Bill. In case of shortfall in amount of LC available, the right to regulate shall be in the ratio of shortfall in LC maintained /available to the total amount of LC required.

10.5.4 In order to avoid any doubts, it is illustrated that:

i) In the event of a bill amounting to Rs. 25 Crore is unpaid to the extent of Rs. 10 Crore, The Seller would have a right to regulate and sell Procurer’s allocation of the power to third parties to the extent of 40% (i.e. 10/25x100).

ii) If LC required to be opened/ maintained by Procurers is to the extent of Rs. 25 Crore and LC opened/maintained/available is to the extent of Rs. 15 Crore only i.e. LC available is short by Rs. 10 Crore, The Seller would have a right to regulate and sell Procurers’ allocation of power to third parties to the extent of 40% (i.e.. 10/25x100).

10.5.5 The Seller shall have the right to divert the Solar PV power or part thereof and sell it to any third party namely;

i) Any consumer, subject to applicable Law; or

ii) Any licensee under the Act;

The Seller shall request the concerned SLDC/UPLDC to divert such power to third party, as it may consider appropriate.

10.5.6 Provided that in case of sale to third party, the procurer shall pay for the energy so sold to third party but the seller shall pay the full amount received from the third party sale to the procurer.

10.5.7 Sales to any third party shall cease and regular supply of electricity to the Procurers shall commence and be restored within two (02) days from the date of clearing all the outstanding dues payable to the Seller for the Solar PV power under this Agreement.
Further, that the liability of the Procurers to make the Tariff Payments to the Seller as per Energy Accounts shall start from the day of such restoration of supply of power and shall continue for such periods wherein such power was made available to the Procurers.

10.6 Disputed Bill

10.6.1 If the Procurers does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.6.2 If the Procurers disputes the amount payable under a Monthly Bill it shall pay 95% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

10.6.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, the Seller shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the Procurers and up to and including the date on which such payment has been received as refund.

10.6.4 If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its counter-claim.

10.6.5 Upon receipt of the Bill Disagreement Notice by the Procurers under Article 10.6.2, authorized representative(s) of the Procurers and the Seller shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.6.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.6.4, the matter shall be referred to Dispute resolution in accordance with Article 17.

10.6.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurers shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 95% of the Disputed Amount in the Monthly Bill.
10.7 Quarterly and Annual Reconciliation

10.7.1 The Parties acknowledge that all payments made against Monthly Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.7.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Procurers and the Seller shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days, the Seller shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 17.

10.8 Payment of Supplementary Bill

10.8.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

i) Adjustments required by the Regional Energy Account (if applicable); or

ii) Change in Law as provided in Article 12,

and such Supplementary Bill shall be paid by the other Party.

10.8.2 Procurers shall remit all amounts due under a Supplementary Bill raised by the SPP to the SPP's Designated Account by the Due Date. Similarly, the SPP shall pay all amounts due under a Supplementary Bill raised by Procurers, if any, by the Due Date to concerned Procurers designated bank account. For such payments by Procurers, Rebate as applicable to Monthly Bills pursuant to Article 10.3.4 shall equally apply.

10.8.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.4.
ARTICLE 11: FORCE MAJEURE

11.1 Definitions

11.1.1 In this Article, the following terms shall have the following meanings:

11.2 Affected Party

11.2.1 An affected Party means the Seller or the Procurers whose performance has been adversely affected by an event of Force Majeure.

11.3 Force Majeure

11.3.1 A ‘Force Majeure’ means any event or circumstance or combination of events and circumstances as stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care in performing its obligations:

a) Act of God, including, but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or

b) Explosion, accident or breakage of transmission facilities to deliver power from the Delivery Points to the receiving substation(s); or

c) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action making the performance of obligations as specified herein as impossible; or

d) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

e) An event of force majeure affecting the concerned STU, as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurers;

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
b. Strikes at the facilities of the Affected Party;

c. Insufficiency of finances or funds or the agreement becoming onerous to perform; and

d. Non-performance caused by, or connected with, the Affected Party’s:
   i. Negligent or intentional acts, errors or omissions;
   ii. Failure to comply with an Indian Law; or
   iii. Breach of, or default under this Agreement.

11.5 Notification of Force Majeure Event

(a) The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party’s entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

(b) The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to Perform and Duty to Mitigate

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article

(a) No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
(b) Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this Agreement;

(c) For avoidance of doubt, neither Party’s obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

(d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event;
ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 The term Change in Law shall refer to the occurrence of any of the following events after the last date of the bid submission, including:

(i) the enactment of any new law; or
(ii) an amendment, modification or repeal of an existing law; or
(iii) the requirement to obtain a new consent, permit or license; or
(iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or
(v) any change in the rates of any Taxes, duties and cess which have a direct effect on the Project.

However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends or (ii) any change in local taxes (iii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability."

12.2 Relief for Change in Law

12.2.1 The aggrieved Party shall be required to approach the State Commission for seeking approval of Change in Law.

12.2.2 The decision of the Appropriate (State) Commission to acknowledge a Change in Law and provide relief for the same shall be final and governing on both the Parties.
ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPP Event of Default

13.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a SPP Event of Default:

(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

If:

a) Except to bank the SPP assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or

b) the SPP transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

• is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or

• is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

(ii) if (a) the SPP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPP, or (c) the SPP goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law.

Provided that a dissolution or liquidation of the SPP will not be a SPP Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains credit worthiness similar to the SPP and expressly assumes all obligations of the SPP under this Agreement and is in a position to perform them; or

(iii) the SPP repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurers in this regard; or

(iv) except where due to any Procurers’ s failure to comply with its material obligations, the SPP is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPP within thirty (30) days of receipt of first notice in
this regard given by Procurers.

(v) Failure to replace the Performance Bank Guarantee, as per the terms of this Agreement; or

(vi) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPP.

13.2 Procurers Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPP of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting Procurers:

(i) Procurers fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of ninety (90) days after the Due Date and the SPP is unable to recover the amount outstanding to the SPP through the Letter of Credit / Default Escrow Account for the applicable Month; or

(ii) Procurers repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPP in this regard the SPP shall have the right to deliver to Procurers, a SPP Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

(iii) Following the issue of a SPP Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

(iv) if

- Procurers becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

- any winding up or bankruptcy or insolvency order is passed against Procurers, or

- Procurers goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

- Provided that it shall not constitute a Procurers Event of Default, where such dissolution or liquidation of Procurers or Procurers is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to Procurers and
expressly assumes all obligations of Procurers and is in a position to perform them; or;

(v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurers.

**Procedure for cases of SPP Event of Default**

13.3.1 Upon the occurrence and continuation of any SPP Event of Default under Article 13.1, Procurers shall have the right to deliver to the SPP a notice stating its intention to terminate this Agreement (Procurers Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Following the issue of Procurers Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPP Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurers may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPP.

13.3.5 In addition to the levy of damages as aforesaid, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, the Procure may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

**13.4. Procedure for cases of Procurers Event of Default**

13.4.1 Upon the occurrence and continuation of any Procurers Event of Default specified in Article 13.2 the SPP shall have the right to deliver to Procurers, a SPP Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a SPP Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurers Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPP shall be free to sell the Contracted Capacity to any third party of the SPP’s choice.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPP and at its discretion require the defaulting Procurer to pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Solar Power Generator.

In the event of termination of PPA, damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer for six months only.

14 Termination due to Force Majeure

13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.7.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.
ARTICLE 14: COMPENSATION FOR OFFTAKE CONSTRAINTS

In the account of unavailability of Transmission Infrastructure/Grid or in the eventuality of a Back down Constraints may be there to not to schedule Power. Compensation to the Seller will be provided as following: -

14.1.1 COMPENSATION FOR Offtake constraint due to Transmission infrastructure not complete /ready

After the Scheduled commissioning date, if the Plant is ready but necessary power evacuation/transmission infrastructure is not ready for reasons not attributable to Solar Power Generator Generation leading to offtake constraints, Generation compensation will be provided as follows:

i) The normative CUF of 19% (nineteen per cent) or committed CUF------%, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPP in the succeeding 3 (three) Contract Years, shall be procured by the Procurer at the contracted tariff so as to offset this loss.

ii) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized for compensating the generation loss.

However, if the plant is ready before SCD, but the off take is constrained because of inadequate/ incomplete power evacuation infrastructure, no compensation shall be provided.

14.1.2 COMPENSATION FOR OFFTAKE CONSTRAINTS DUE TO GRID UNAVAILABILITY

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Solar Power Generator. In such cases the generation compensation shall be addressed by the Procurer in following manner:

<table>
<thead>
<tr>
<th>Duration of Grid Unavailability</th>
<th>Provision for Generation Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grid unavailability in a contract year: (only period from 8 am to 6 pm to be counted).</td>
<td>Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability during the contract year)]</td>
</tr>
</tbody>
</table>

Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the
contract year

The excess generation by the SPD equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

14.2 OFF TAKE CONSTRAINTS DUE TO BACKDOWN

“Must Run” Status will be provided to Solar Power Projects. In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Producer shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below.

<table>
<thead>
<tr>
<th>Duration of Backdown</th>
<th>Provision for Generation Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours of Backdown during a monthly billing cycle.</td>
<td>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]</td>
</tr>
<tr>
<td></td>
<td>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.</td>
</tr>
</tbody>
</table>

The Generation Compensation shall be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation.
ARTICLE 15: LIABILITY AND INDEMNIFICATION

15.1 Indemnity

15.1.1 The SPP shall indemnify, defend and hold Procurers harmless against:

a) any and all third party claims against Procurers for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPP of any of its obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurers from third party claims arising by reason of:

- breach by the SPP of any of its obligations under this Agreement, (provided that this Article 15 shall not apply to such breaches by the SPP, for which specific remedies have been provided for under this Agreement), or

- any of the representations or warranties of the SPP, if any made under this Agreement, being found to be inaccurate or untrue.

15.1.2 Procurers shall indemnify, defend and hold the SPP harmless against:

a) any and all third party claims against the SPP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Procurers of any of its obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest (‘Indemnifiable Losses’) actually suffered or incurred by the SPP from third party claims arising by reason of:

- a breach by Procurers of any of its obligations under this Agreement (Provided that this Article 15 shall not apply to such breaches by Procurers, for which specific remedies have been provided for under this Agreement.) or

- any of the representations or warranties of Procurers, if any made under this Agreement, being found to be inaccurate or untrue.

15.2 Procedure for claiming Indemnity

15.2.1 Third party claims

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 15.1.1(a) or 15.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 15.1.1(a) or 15.1.2 (a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle
the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 17.3.2; and

ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 15.1.1(a) or 15.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

15.3 Indemnifiable Losses

15.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 15.1.1(b) or 15.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 15.3, such event shall constitute a payment default under Article 13.

15.4 Limitation on Liability

15.4.1 Except as expressly provided in this Agreement, neither the SPP nor Procurers nor its/ their respective officers, directors, agents, employees or Affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Procurers, the SPP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

15.4.2 Procurers shall have no recourse against any officer, director or shareholder of the SPP or any Affiliate of the SPP or any of its officers, directors or shareholders for such claims excluded under this Article. The SPP shall have no recourse against any officer, director or shareholder
of Procurers, or any Affiliate of Procurers or any of its officers, directors or shareholders for such claims excluded under this Article.

15.5 **Duty to Mitigate**

15.5.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 15.
ARTICLE 16: ASSIGNMENTS AND CHARGES

16.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing:

- Provided that, such consent shall not be withheld if the Seller seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

- Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.

- Provided that, [Procurer] shall permit assignment of any of SPPs rights and obligations under this Agreement in favour of the lenders to the SPPs, if required under the Financing Agreements.

16.2 Permitted Charges

16.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.
ARTICLE 17: GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law

17.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes arising out of or in connection with this Agreement shall be under the jurisdiction of court in Lucknow.

17.2 Amicable Settlement and Dispute Resolution

17.2.1 Amicable Settlement

i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (“Dispute”) by giving a written notice (Dispute Notice) to the other Party, which shall contain:

   a. a description of the Dispute;
   
   b. the grounds for such Dispute; and
   
   c. all written material in support of its claim.

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 5.6.2, furnish:

   a. counter-claim and defenses, if any, regarding the Dispute; and
   
   b. all written material in support of its defenses and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 10.6.2 if the other Party does not furnish any counter claim or defence under Article 10.6.4 or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 10.6.4, the Dispute shall be referred for dispute resolution in accordance with Article 11.3.

17.3 Dispute Resolution

17.3.1 Dispute Resolution by the Appropriate Commission

17.3.1.1 Where any Dispute (i) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to the Appropriate Commission, such Dispute shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.
17.3.1.2 The obligations of the Procurers under this Agreement towards The Seller shall not be affected in any manner by reason of inter-se disputes amongst the Procurers.

17.3.2 Dispute Resolution through Arbitration

17.3.2.1 If the Dispute arises out of or in connection with any claims not covered in Article 17.3.1, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as under:

i) The Arbitration Tribunal shall consist of three (3) arbitrators. Each party shall appoint one Arbitrator within 30 days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.

ii) The place of arbitration shall be Lucknow. The language of the arbitration shall be English.

iii) The Arbitration Tribunal’s award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.

iv) The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.

v) The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.

17.4 Parties to Perform Obligations

17.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 17.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.
ARTICLE 18: MISCELLANEOUS PROVISIONS

18.1 Amendment

18.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

18.2 Third Party Beneficiaries

18.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

18.3 Waiver

No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

18.3.1 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

18.4 Confidentiality

18.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

18.4.2 to their professional advisors;

18.4.3 to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

18.4.4 disclosures required under Law.

without the prior written consent of the other Parties.

18.5 Severability

18.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.
18.6 Notices

18.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

18.6.2 If to the Procurers, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address: Uttar Pradesh Power Corporation Ltd., Shakti Bhawan, 14 – Ashok Marg, Lucknow – 226 001

18.6.3 If to the Seller, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address: M/s __________________________

18.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

18.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

18.7 Language

18.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

18.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.
18.8 **Restriction of Shareholders / Owners’ Liability**

18.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 or the Companies Act, 2013 as applicable.

18.9 **Taxes and Duties**

18.9.1 The Procurers shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the Procurers, contractors or their employees that are required to be paid by the Procurers as per the Law in relation to the execution of the Agreement.

18.9.2 The Seller shall be indemnified and held harmless by the Procurers against any claims that may be made against the Seller in relation to the matters set out in Article 18.9.1.

18.9.3 The Seller shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Procurers by The Seller on behalf of Procurers or its personnel.

18.10 **No Consequential or Indirect Losses**

18.10.1 The liability of the Procurers and The Seller shall be limited to that explicitly provided in this Agreement.

Provided that notwithstanding anything contained in this Agreement, under no event shall the Seller or the Procurers claim from one another any indirect or consequential losses or damages.

18.11 **Order of priority in application**

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

i. applicable Law, rules and regulations framed thereunder;

ii. the state Grid Code; and

iii. the terms and conditions of this Agreement;

18.12 **Independent Entity**

18.12.1 The Procurers shall be an independent entity performing its obligations pursuant to the Agreement.

18.12.2 Subject to the provisions of the Agreement, the Procurers shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and
representatives of the Procurers in connection with the performance of the Agreement shall be under the complete control of the Procurers and shall not be deemed to be employees, representatives, of the Seller and nothing contained in the Agreement or in any agreement or contract awarded by the Procurers shall be construed to create any contractual relationship between any such employees, representatives or contractors and The Seller.

18.13 Compliance with Law

18.13.1 Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

Seller: 

M/s ____________________________
Signature: _______________________
Name: __________________________
Designation: Director
Seal: ____________________________
Witness: _________________________
1. Name: _________________________
Designation: _____________________
Signature: ________________________
2. Name: _________________________
Designation: _____________________
Signature: ________________________

UPPCL: Uttar Pradesh Power Corporation Ltd.

Signature: ________________________
Name: ___________________________
Designation: _____________________
Seal: ____________________________
Witness: _________________________
1. Name: _________________________
Designation: _____________________
Signature: ________________________
2. Name: _________________________
Designation: _____________________
Signature: ________________________
## Schedule 1: Particulars of the Project

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Capacity</td>
<td>----- MW</td>
</tr>
<tr>
<td>2.</td>
<td>Solar PV Module Make</td>
<td>-</td>
</tr>
<tr>
<td>3.</td>
<td>Solar PV Module Model No.</td>
<td>-</td>
</tr>
<tr>
<td>4.</td>
<td>Module Rating in kW</td>
<td>-</td>
</tr>
<tr>
<td>5.</td>
<td>Technology used</td>
<td>-</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Key accessories</strong></td>
<td>-</td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>11.</td>
<td>AC/DC/AC System (Yes/No)</td>
<td>-</td>
</tr>
<tr>
<td>12.</td>
<td>Rated voltage (V)</td>
<td>-</td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>14.</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>15.</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>16.</td>
<td><strong>Units to be generated per annum (kWh) at projected CUF</strong></td>
<td>-</td>
</tr>
<tr>
<td>17.</td>
<td>Auxiliary Consumption (kWh)</td>
<td>-</td>
</tr>
<tr>
<td>18.</td>
<td>Reactive Power requirement</td>
<td>-</td>
</tr>
<tr>
<td>19.</td>
<td>Type of Utilisation</td>
<td>-</td>
</tr>
<tr>
<td>20.</td>
<td><strong>Scheduled Month /Year of Commissioning</strong></td>
<td>18 months</td>
</tr>
<tr>
<td>21.</td>
<td>Capacity Utilization Factor (CUF) %</td>
<td>------ %</td>
</tr>
<tr>
<td>22.</td>
<td><strong>Type Test Certificate</strong></td>
<td>-</td>
</tr>
<tr>
<td>23.</td>
<td>Any Other Documents</td>
<td>-</td>
</tr>
</tbody>
</table>

Seal of Company

Name of Seller:

Date:

Signature:
Schedule 2: Location of Plant

To be filled & duly signed by Seller

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Details to be filled up by the Seller</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Land purchase date</td>
<td>To be provided separately</td>
</tr>
<tr>
<td>2.</td>
<td>Total area of the land in possession</td>
<td>-do-</td>
</tr>
<tr>
<td>3.</td>
<td>Name of (a) village (b) Tehsil (c) District</td>
<td>Village-</td>
</tr>
<tr>
<td></td>
<td>Location/Installation</td>
<td>Tehsil-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>District-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>State- U.P.</td>
</tr>
<tr>
<td>4.</td>
<td>Survey No.</td>
<td>To be provided separately</td>
</tr>
<tr>
<td>5.</td>
<td>Whether counter-survey of the land is carried out (copy enclosed)</td>
<td>To be provided separately</td>
</tr>
<tr>
<td>6.</td>
<td>Power Evacuation system used for transmitting the power generated from the plant to the Delivery Point</td>
<td>To be provided separately in consultation with DISCOM/STU</td>
</tr>
</tbody>
</table>

Seal of Company

Name of Seller: M/s

Date: 

Signature:
Schedule 3: Plant Layout

Attach Appropriate Drawings/Documents

(To be provided separately)
Schedule 4: Site Drawing

Attach Appropriate Drawings/Documents

(To be provided later)
Schedule 5: Format for Monthly Power Bill

To be prepared as per requirements
Schedule 6: Parameters and Technical Limits of Supply

1. **Electrical characteristics**
   - Three phase alternating current
   - Nominal declared frequency: 50.0 Hz
   - Final Voltage at Delivery Point: 132/33 kV
     (Pooling stations)

   **Short circuit rating:**
   As a part of the detailed design process, the Seller shall calculate the short circuit rating (minimum and maximum), and supply this information to the Procurer(s).

   **Note:** The tolerances & Electrical characteristics variations will be as per STU / CTU performance Standards. The electrical clearances will be as per relevant standard.

   - Basic insulation level of 132kV 33 KV
   - Transformer(s) 550 kVp
   - Bushing(s) 650 kVp
   - Equipment 650 kVp

2. **Quality of Service**
   The Seller shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by Procurer(s) / STU / CTU.

   The maximum current and voltage waveform distortion shall be in accordance with respective STU / CTU, Engineering Recommendations, System Design and Development Committee, Limits for Harmonics in the United Kingdom Electricity Supply System. District----------, State-Uttar Pradesh of India.

   Phase voltage unbalance will be limited to one percent (1%).

3. **Power Factor**
   The Generator shall maintain the Power Factor as per the prevailing SERC / CERC regulations and as may be stipulated / specified by DISCOM / STU / CTU from time to time.
The Seller shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code

The Project Site is located at Village---------- Tehsil- -----------
Schedule 7: Technical Limits

1. The nominal steady state electrical characteristics of the system are as follows:
   a. three phase alternating current at 50 Hertz plus or minus 0.5 Hertz.
   b. nominal voltage of ............with +............% to-.............% variation.

2. The Project shall be designed and capable of being synchronized and operated within a frequency range of 47.5 to 51.5 Hertz and voltage of ...........KV

3. Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

Remark:(To be finalised in consultation with STU/DISCOM)
Schedule 8: Approvals

1. Consent from the STU / CTU the evacuation scheme for evacuation of the power generated by the----MW Solar Power Projects.
4. Certificate of Commissioning of Solar Power Project issued by Concerned SLDC.
5. Permission from all other statutory and non-statutory bodies required for the Project.
6. Clearance from the Airport Authority of India, if required.
7. Clearance from the Department of Forest, Ecology and Environment, if required.

Remark: (To be provided separately)
Schedule 9: Testing Procedures

Seller and Procurer(s) shall evolve suitable testing procedures three (3) months before the Commercial Operation Date of the Project considering relevant standards.
Schedule 10: Copy of the Tariff Quoted by the Seller

(Copy Enclosed)