

CORRIGENDUM - 5

RFS No: 02/UPNEDA-PM KUSUM-C2/FLS/2023 Dated: 25.07.2023

Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA)
(Deptt. of Additional Sources of Energy, Govt. of U.P.)
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UPNEDA had invited Online Bids from Prospective Bidders through e-procurement portal for “Selection of Solar Power Generators (SPGs) through RESCO mode for setting up of grid connected solar power plants under feeder level solarization of PM KUSUM component C2 scheme.”

The details of the RFS can be seen or downloaded from the ISN-ETS Portal: <http://www.bharat-electronictender.com> & UPNEDA website: www.upneda.gov.in. Interested bidders may view, download the e-bid documents, and submit their e-bid through ISN-ETS portal.

The details of extended date and time are as follows:

S. No.	Particulars	Pre-Scheduled Date & Time	Extended Date & Time
1.	Bid Submission end date & time	On: 06.11.2023 upto 6:00 pm	On: 21.11.2023 upto 6:00 pm
2.	Online Technical Bid opening date & time	On: 07.11.2023 at 12:30 pm	On: 22.11.2023 at 12:30 pm
3.	Financial Bid opening date & time	Shall be intimated later	

The Amendments in the RFS and PPA as per UPERC approval are as below:

S. No.	Section/Clause No	Existing Clause	Amended Clause
1.	Bid Information Sheet of RFS 17. Minimum CUF	For any contract year except for the first year of operation, the Solar power generator shall be required to achieve a minimum CUF of 19% on annual basis during the period of PPA.	For any contract year of operation, the Solar power generator shall be required to achieve a minimum CUF of 19% on annual basis during the period of PPA.
2.	Bid Information Sheet of RFS 33. Performance Bank Guarantee (“PBG”)	Successful Bidder/ SPG shall be required to furnish a Performance Bank Guarantee (“PBG”) of INR 1 lakh/ MW for 15 months as per RFS. The PBG will be returned to the power producer immediately after successful commissioning of solar power plant, after considering any penalties due to delay in commissioning.	Successful Bidder/ SPG shall be required to furnish a Performance Bank Guarantee (“PBG”) of INR 1 lakh/ MW for the complete tenure of the PPA i.e., 25 years. The PBG will be returned to the power producer after termination of the PPA tenure.
3.	Section III: Instruction to Bidders (ITB) of RFS A.7 Performance Bank Guarantee	The Performance Bank Guarantee shall be initially valid for a period of fifteen (15) months from the Effective Date of the issuance of LOA. It may be noted that successful bidders shall submit the Performance Guarantee according to the Format.	The Performance Bank Guarantee shall be valid for the duration of the PPA i.e., 25 years. It may be noted that successful bidders shall submit the Performance Guarantee according to the Format.
4.	Section III: Instruction to Bidders (ITB) A.14 Right to Withdraw the	2. UPNEDA reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard	2. UPNEDA reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFS and make its own judgment regarding the interpretation of the same. In this regard

	RFS and to Reject any bid of RFS	UPNEDA shall have no liability towards any Bidder and no Bidder shall have any recourse to the UPNEDA with respect to the selection process. 3. Bid(s) that are grossly incomplete in any respect or those that are significantly inconsistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered nonresponsive. 5. Bidder is to ensure compliance of all provisions of the RFS and submit their Bid accordingly. Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.	UPNEDA shall have no liability towards any Bidder and no Bidder shall have any recourse to the UPNEDA with respect to the selection process. 3. Bid(s) that are grossly incomplete in any respect or those that are significantly inconsistent with the requirements as specified in this RFS or those that do not adhere to formats prescribed herein, wherever specified, may be considered nonresponsive. 5. Bidder is to ensure compliance of all provisions of the RFS and submit their Bid accordingly. Bid with any deviation to the RFS conditions shall be liable for rejection without any explanation.
5.	Section III: Instruction to Bidders (ITB) A.25 (c) of RFS	New addition in Delay in Commissioning of Power Plant.	In case of delayed commissioning and encashment of PBG as liquidated damages. The SPG will ensure submission of PBG @ Rs. 1.00 Lac/ MW validity 25 years after commissioning Prior to release of CFA or State VGF.
6.	Section – IV Qualifying Requirements for Bidders A.2 Qualification Requirements of RFS	A.2.1 ii. Net worth of the bidder/combined net worth of members of the consortium shall be positive for the last three financial years.	A.2.1 ii. Net worth of the bidder/lead member of the consortium shall be positive for the last three financial years.
7.	Section – V Bid Evaluation and Selection of Projects A.2 Step II – Second Envelope (Financial Bid Evaluation) of RFS	A.2.4 On completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, the financial bid shall be opened with the following conditions: a. Power procurer (UPPCL) shall have the option to reject the bid. b. Power procurer (UPPCL) can negotiate the price of the bid. c. Any other option as deemed fit by the power procurer (UPPCL)	A.2.4 On completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of UPNEDA. Thereafter, UPNEDA will take appropriate action as deemed fit.
8.	Section -VI Scope of Work & Technical Specifications of RFS	A.1 – 3. The SPG shall submit the land documents such as Agreement to sell, lease agreement of land etc. to demonstrate that required land is under possession of SPG, for at least 27 years, within the period of 6 months from the date of issuance of LOA for the entire required land.	A.1 – 3. The SPG shall submit the land documents such as Land Sale Deed, lease agreement of land etc. to demonstrate that required land is under possession of SPG, for at least 27 years, within the period of 6 months from the date of issuance of LOA for the entire required land.
9.	Section -VI Scope of Work & Technical Specifications A.2 Metering and	2. Meters and metering equipment (CT-PT sets) shall be tested as per provision of RERC and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated	2. Meters and metering equipment (CT-PT sets) shall be tested as per provision of UPERC and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated

	Grid Connectivity of RFS	authority from UPPCL at the time of installation.	authority from UPPCL at the time of installation.
10.	Draft PPA Article 1: Definitions and Interpretations “Central Financial Assistance (CFA)”	shall be INR 1.05 crore/ MW i.e., 30% of estimated cost of installation of SPP at INR 3.5 crore/ MW. CFA shall be governed by relevant Govt. of India guidelines from time to time. CFA up to 100% of the total eligible CFA will be released to the RESCO developer through Procurer on successful operation and performance of the solar plant for two months after the commissioning with at least one-month CUF as per minimum CUF agreed in PPA. Further, a suitable clause in PPA shall be included to ensure that RESCO developer does not sell solar power to any other buyer except the concerned Procurer during tenure of PPA, including penal provision calling for refund of proportionate CFA granted to the project by MNRE on violation of this condition. In case of any liquidation of assets of the solar power plant prior to completion of PPA period, the first charge shall be towards recovery of proportionate CFA granted to the project by MNRE.	shall be INR 1.05 crore/ MW i.e., 30% of estimated cost of installation of SPP at INR 3.5 crore/ MW. CFA shall be governed by relevant Govt. of India guidelines from time to time. CFA up to 100% of the total eligible CFA will be released to the RESCO developer through Procurer on successful operation and performance of the solar plant for two months after the commissioning with at least one-month CUF as per minimum CUF agreed in PPA.
11.	Draft PPA Article 1: Definitions and Interpretations “Due Date”	Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the Procurer/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/PROCURER.	Due Date shall mean the thirtieth (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 Procurer/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/PROCURER.
12.	Draft PPA Article 1: Definitions and Interpretations “Indian Governmental Instrumentality”	shall mean the Government of India, Governments of state of and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;	shall mean the Government of India, Government 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 the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;
13.	Draft PPA Article 1: Definitions and Interpretations “Project Capacity”	shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.	shall mean the AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.
14.	Draft PPA Article 2: Terms of Agreement	2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date.	2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be

	Article 2.2: Term of Agreement		extended for a further period of at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.
15.	Draft PPA Article 2: Terms of Agreement Article 2.3: Early Termination	2.3.2 In such other circumstances as the Procurer or SPG may agree, in writing;	2.3.2 In such other circumstances as the Procurer and SPG agree, in writing;
16.	Draft PPA Article 3: Conditions Subsequent	3.1 a) The SPG shall submit the land documents such as Agreement to sell, lease agreement of land etc. to demonstrate that required land is under possession of SPG, for at least 27 years, within the period of 6 months from the date of issuance of LOA for the entire required land	3.1 a) The SPG shall submit the land documents such as Land Sale Deed, lease agreement of land etc. to demonstrate that required land is under possession of SPG, for at least 27 years, within the period of 6 months from the date of issuance of LOA for the entire required land
17.	Draft PPA Article 3: Conditions Subsequent Article 3.4: Return of Performance Bank Guarantee	3.4.1 Subject to Article 3.3, UPNEDA shall return / release the Performance Bank Guarantee immediately after successful commissioning of the solar power plant, after taking into account any penalties due to delay in commissioning as per provisions in the PPA after the Commissioning Date.	3.4.1 Subject to Article 3.3, UPNEDA shall retain the Performance Bank Guarantee during the complete tenure of the PPA i.e., 25 years.
18.	Draft PPA Article 4: Construction & Development of the Project Article 4.3: Right to Contracted Capacity & Energy	4.3.1 The Procurer, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity.	4.3.1 The Procurer, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity at the declared annual CUF.
19.	Draft PPA Article 4: Construction & Development of the Project Article 4.4: Extension of Time	4.4.2 In case of extension due to reasons specified in Article 4.4.1(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. In case neither party terminates the agreement under this clause, the agreement shall stand terminated on the expiry of fifteen (15) months of the continuation of the Force majeure event unless the parties mutually agree to extend the agreement for the further period.	4.4.2 In case of extension due to reasons specified in Article 4.4.1(ii) and (iii), 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. In case neither party terminates the agreement under this clause, the agreement shall stand terminated on the expiry of fifteen (15) months of the continuation of the Force majeure event unless the parties mutually agree to extend the agreement for the further period.
20.	Draft PPA Article 4: Article 4.5.4	New addition in Liquidated Damages not amounting to penalty for delay in Commissioning.	In case of delayed commissioning and encashment of PBG as liquidated damages. The SPG will ensure submission of PBG @ Rs. 1.00 Lac/ MW validity 25 years after commissioning Prior to release of CFA or State VGF.

21.	<p>Draft PPA</p> <p>Article 4: Construction & Development of the Project</p> <p>Article 4.7: Grid Connectivity</p>	<p>4.7.2 The SPG will be responsible for construction of dedicated 11kV or 33kV line (as feasible) from solar power plant to sub-station, construction of bay, and related switchgear at sub-station where the plant is connected to the grid and metering is done. The DISCOM will facilitate the SPG in getting right of way for laying of the 11kV or 33kV line.</p>	<p>4.7.2 The SPG will be responsible for construction of dedicated 11kV or 33kV line (as feasible) from solar power plant to sub-station, construction of bay, extension of control room (if required) and related switchgear at sub-station where the plant is connected to the grid and metering is done. The DISCOM will facilitate the SPG in getting right of way for laying of the 11kV or 33kV line.</p>								
22.	<p>Draft PPA</p> <p>Article 4: Construction & Development of the Project</p> <p>Article 4.10: Generation compensation for Off-take constraints</p>	<p>4.10.2 Offtake constraints due to Backdown: “Must Run” status will be provided to solar power projects. The SPG and Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by UPERC. In the eventuality of backdown, subject to the submission of documentary evidence from the competent authority, the SPG shall be eligible for a minimum generation compensation, from Procurer, restricted to the following and there shall be no other claim, directly or indirectly against Procurer.</p> <table border="1" data-bbox="480 965 919 1592"> <thead> <tr> <th data-bbox="480 965 616 1122">Duration of Backdown</th> <th data-bbox="616 965 919 1122">Provision for Generation Compensation</th> </tr> </thead> <tbody> <tr> <td data-bbox="480 1122 616 1592">Hours of Backdown during a monthly billing cycle.</td> <td data-bbox="616 1122 919 1592"> <p>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff</p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</p> </td> </tr> </tbody> </table> <p>The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after JMR.</p>	Duration of Backdown	Provision for Generation Compensation	Hours of Backdown during a monthly billing cycle.	<p>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff</p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</p>	<p>4.10.2 Offtake constraints due to Backdown: “Must Run” status will be provided to solar power projects. The SPG and Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by UPERC. In the eventuality of backdown, subject to the submission of documentary evidence from the competent authority, the SPG shall be eligible for a minimum generation compensation, from Procurer, restricted to the following and there shall be no other claim, directly or indirectly against Procurer.</p> <table border="1" data-bbox="948 965 1386 1592"> <thead> <tr> <th data-bbox="948 965 1083 1122">Duration of Backdown</th> <th data-bbox="1083 965 1386 1122">Provision for Generation Compensation</th> </tr> </thead> <tbody> <tr> <td data-bbox="948 1122 1083 1592">Hours of Backdown during a monthly billing cycle.</td> <td data-bbox="1083 1122 1386 1592"> <p>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff</p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</p> </td> </tr> </tbody> </table> <p>The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after JMR / Remote Metered data, as may be mutually agreed.</p>	Duration of Backdown	Provision for Generation Compensation	Hours of Backdown during a monthly billing cycle.	<p>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff</p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</p>
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23.	<p>Draft PPA</p> <p>Article 10: Billing and Payment</p>	<p>10.4.2 Not later than one (1) month before the start of supply, the Procurer shall through a scheduled bank at Lucknow open a Letter of Credit in favour of the SPG, to be made operative</p>	<p>10.4.2 Not later than one (1) month before the start of supply, the Procurer shall through a scheduled bank at Lucknow open a Letter of Credit in favour of the SPG, to be made operative</p>								

	Article 10.4: Payment Security Mechanism Letter of Credit (LC)	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:	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 renewed every year, in the month of January and revised w.e.f. April for an amount equal to:
24.	Draft PPA Article 10: Billing and Payment Article 10.6: Quarterly and Annual Reconciliation	10.6.2 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 Procurer and the SPG shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days, the SPG 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.	10.6.2 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 Procurer and the SPG shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days, the SPG 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 16.
25.	Draft PPA Article 13: Events of Default and Termination Article 13.3: Procedure for cases of SPG Event of Default	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 Procurer. 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. Provided that any substitution under this Agreement can only be made with the prior consent of DISCOM including the condition that the selectee meets the eligibility requirements of Request for Selection (RFS) issued by DISCOM and accepts the terms and conditions of this Agreement.	13.3.5 In addition to the levy of damages as aforesaid, Subject to the terms of this Agreement, upon occurrence of a SPG Event of Default under this Agreement, the lenders in concurrence with the DISCOM, may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPG and performing the obligations of the SPG. However, in the event the lenders are unable to substitute the defaulting SPG within the stipulated period, DISCOM may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets. Provided further that in case of any liquidation of assets of the solar power plant prior to completion of PPA period, the first charge shall be towards recovery of proportionate CFA granted to the project by MNRE. Provided that any substitution under this Agreement can only be made with the prior consent of DISCOM including the condition that the selectee meets the eligibility requirements of Request for

			<p>Selection (RFS) issued by DISCOM and accepts the terms and conditions of this Agreement.</p> <p>Provided further that in addition to the above, in the event SPG fails to perform its obligations under the PPA and in case the substitution of the selectee also fails, then the CFA provided by the Central Government and Viability Gap Funding provided by the State Govt., may be recoverable as arrears of land revenue with interest @ SBI one year MCLR.</p>
26.	<p>Draft PPA</p> <p>Article 13: Events of Default and Termination</p> <p>Article 13.4: Procedure for cases of Procurer Event of Default</p>	<p>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 Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPG shall be free to sell the Contracted Capacity to any third party of the SPG's choice.</p> <p>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 SPG and at its discretion require the defaulting Procurer to pay to the Solar Power Generator, damages, equivalent to six (6) 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.</p>	<p>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 Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPG shall be free to sell the Contracted Capacity to any third party of the SPG's choice.</p> <p>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 SPG and at its discretion require the defaulting Procurer to either,</p> <p>(i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 150% (one hundred and fifty per cent) of the adjusted equity or,</p> <p>(ii) pay to the Solar Power Generator, damages, equivalent to six (6) 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.</p>
27.	<p>Draft PPA</p> <p>Schedule 6: Parameters and Technical Limits of Supply</p>	<p>1. Final Voltage at Delivery Point: 132/33 kV</p> <p>Basic insulation level of 132kV/33kV.</p>	<p>1. Final Voltage at Delivery Point: 33/11 kV</p> <p>Basic insulation level of 33/11 kV.</p>

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

Director, UPNEDA