

**Request for Proposal (RfP)**  
**For**  
**Procurement of 215 MW Power**  
**From**  
**Grid Connect Solar PV Power Projects**  
**Through**  
**Tariff Based Competitive Bidding Process**

**RfPNo: 01/UPNEDS/GRID Connect/RfP/2015**

**Dated:31.01.2015**

**Amended 24.4.2015**

**Issued By:**

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

**(Dept. of Additional Sources of Energy, Govt. of U.P.)  
VibhutiKhand, Gomti Nagar, Lucknow-226010**

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**April 2015**

**Issued By:**

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Request for Proposal (hereinafter referred to as RfP) for procurement of 215 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process under Solar Power Policy 2013 of the State of Uttar Pradesh.  
On behalf of Uttar Pradesh Power Corporation Ltd. (UPPCL), Lucknow – a Company incorporated in India and registered under the Companies Act, 1956.

This RfP Document along with Annexure is issued to:

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTES:**

1. This document is not transferable.
2. Though adequate care has been taken while preparing the RfP Project Document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
3. The Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) may modify, amend or supplement this RfP Project Document including PPA.

**Correspondence at:**

To

Address:

Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
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## **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. The RfP and the information contained therein are to be used only by the person to whom it is issued. Save and except as provided in Clause 1.3 of the RfP, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RfP, this RfP must be kept confidential.
3. While this RfP has been prepared in good faith, neither UPNEDA nor its employees or consultants 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, its employees nor its consultants 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.

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# **Section 1**

# **Definitions**

## **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
- iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and **“control”** means ownership by one company of at least twenty six percent(26%) of the voting rights of the other company. As an illustration a chart is annexed hereto as Format 4.11;

**“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;

**“Bid Bond”** 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”** means the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8760 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, 2012 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;

**“Contract Performance Guarantee (CPG)”** 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 Envelope II of the Bid, containing the Bidder’s Quoted Tariff as per the Format 4.7 of this RFP;



**“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;

**“Infrastructure Projects”** shall be as defined by The Planning Commission of India shall include the following kind of projects:

- i) Electricity (including generation, transmission and distribution) and R&M of power stations,
- ii) Non-Conventional Energy (as defined by Ministry of New & Renewable Energy),
- iii) Water supply and sanitation (including solid waste management, drainage and sewerage) and street lighting
- iv) Telecommunications,
- v) Roads & bridges,
- vi) Ports,
- vii) Inland waterways,
- viii) Airports,
- ix) Railways (including rolling stock and mass transit system,
- x) Irrigation (including watershed development),
- xi) Storage,
- xii) Oil and gas pipeline networks.

**“Injection Point”** is the point located at the 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 Envelope I of the Bid containing the documents as specified in Clause 2.22.1 of the RfP;

**“Parent Company”** shall mean a company that holds at least twenty six percent (26%) of the paid - up equity capital directly in the Bidding Company or in the Member of a Bidding Consortium, as the case may be;

**“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 4.10 of this RfP, including all its schedules, annexures, and all amendments or modifications;

**“Procurer(s)”** shall mean Uttar Pradesh Power Corporation Ltd. (UPPCL), Lucknow – a Company incorporated in India and registered under the Companies Act, 1956.

**“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 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 Format 4.7 and shall be construed to be at the Interconnection Point as mentioned in its Bid;

**“Requisitioned Capacity”** means the total aggregate power of 215 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 29 January 2015 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) Default Escrow Agreement;
- c) All formats which form part of RfP; and
- d) 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 Contract Performance 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 average fixed tariff over the entire term of the PPA, the bidder has to quote Single tariff as per the prescribed Format 4.7

**“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 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 directly or indirectly owns at least twenty six percent (26%) paid up equity capital in the Bidding Company or Member of a Consortium, (as the case may be) and/or in the Financially Evaluated Entity and such Bidding Company or Member of a Consortium, (as the case may be) and/or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company;

# **SECTION 2**

# **INTRODUCTION**

## **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 purchase the RfP to participate in the bidding process for procurement of power from Grid Connect Solar PV Power Projects Through Tariff Based Competitive Bidding Process for total 215 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 215 MW Solar PV Power stations if established in Uttar Pradesh for the direct sale of power to UPPCL. UPNEDA on behalf of UPPCL, will select solar powerproducer for setting up of minimum 5 MW capacity Solar PV Power Plants (total capacity 215 MW) and the maximum capacity of the Project shall be up to 100 MW. The plant capacity shall remain in multiples of 5 MW.
- 1.1.3. The total 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 100 MW.
- 1.1.4. 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.

### **1.2. Tariff**

PPA will be signed between Procurer and Successful Bidder(s). The Procurer shall pay to the Seller(s) the Quoted Tariff which has been arrived from the single tariff quoted by the successful bidder in the price bid, as per the terms and conditions of the PPA enclosed as Enclosure 1 of Format 4.10. The bidder should quote a tariff below the UPNEDA approved ceiling tariff of Rs. 9.33/kWh. The tariff quoted above the ceiling tariff shall not be accepted. The tariff shall be payable by the Procurer in Indian Rupees.

### **1.3. Issue of RfP**

The detailed terms and conditions for qualification of the Bidders and for Bid submission are indicated in the RfP. All those interested in purchasing the RfP may download the RfP document from our website: <http://neda.up.nic.in> and submit at the address given below with a non-refundable fee of Rs.11,025/- (Rupees Eleven Thousand and Twenty Five Only), inclusive of 5% VAT in the form of Demand Draft/ banker's cheque/ pay order drawn in favor of "Director, UPNEDA", payable at "Lucknow".

### **1.4. Receipt and Opening of Non-Financial Bid**

Bid must be submitted to the address as given in Clause 1.5 on or before 12:30 hours (IST) on 18.05.2015 and will be opened at 13:00 hours in presence of such bidders or

their authorised representatives who would like to attend the bid opening. If it is a public holiday on the last date for submission of the Bid, the submission and the receipt of the Bid shall be on the next working day at the place of submission of Bid.

**1.5. 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: 0522-2720652  
Fax: 0522-2720779  
Email: compneda@rediffmail.com  
Website: <http://neda.up.nic.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 215 MW shall be done through Tariff Based Competitive Bidding Process under Solar Power Policy 2013 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 each project shall be 100 MW. The capacity of Solar PV Power Plant can 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 12 years as per the terms and conditions of the PPA and the tenure of the PPA shall be extended for further 13 years as described in Clause 2.5 & 2.6.

### **2.4. Minimum CUF Limits**

The Projects developed on conventional solar PV technology should have a minimum CUF of 15% in any given contract year. In case the developers fail to supply energy pertaining to minimum CUF in a contract year then the developer shall pay a penalty equal to 10% of the project tariff to the Procurer, for such shortfall in units.

### **2.5. Supply of Power to Procurer**

- 2.5.1. 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 12 years.
- 2.5.2. 180 days prior to the expiry of 12 years term of PPA; UPPCL will extend this agreement with SPP for a further period of 13 years at the price of eleventh year Average Pooled Purchase Cost (APPC) on willingness of Project Developer. However the budgetary support form UP State Government as incentive as per provision in the solar policy will



be available only for initial 12 years of PPA and will not be available for the extended PPA of 13 years.

## **2.6. Tariff for Supply of Power**

2.6.1. Bidder are required to quote Single tariff for 12 years only in the price bid, which will be below the UPNEDA's ceiling tariff of Rs 9.33/kWh. UPNEDA will not entertain different tariff for every year, any bid with different tariff or tariff more than ceiling tariff of Rs. 9.33/kWh will be considered disqualified.

2.6.2. Procurer will be liable to pay the project developer the tariff as signed in the PPA. Out of the total per unit tariff the tariff which has been arrived from the Latest Finalized Case – I bidding for conventional power project as conducted by UPPCL will be paid from the UPPCL kitty and the balance amount will be routed through UPNEDA to UPPCL and will be paid to the developer on monthly basis for the entire duration of the PPA.

Quoted Single tariff = (tariff arrived from Case I bidding for conventional power project + balance amount paid by UPNEDA).

2.6.3. The tariff for supply of power for further 13 years (after completion of 12 years of tenure of PPA) shall be the price of eleventh year Average Pooled Purchase Cost (APPC). However the budgetary support from U.P. State Govt. as incentive as per provision in the solar policy will be available only for initial 12 years of PPA and will not be available for extended PPA of 13 years.

## **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 STU or Discom, whoever owns the feed in substation. However, the entire cost of transmission including cost of construction of line, wheeling charges, 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. However, for the projects coming up in areas excluding Bundelkhand region and excluding regions of stated mandals/ commissioners (Azamgarh, Basti, Gorakhpur, Varanasi, Deopatan and Faizabad) of Purvanchal region the seller shall have the option to construct the transmission line on their own in co-ordination with STU/DISCOMS as the case may be and in accordance with the provisions of Electricity Act 2003 and applicable Regulations of the Commission.

- 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. For the projects coming in Bundelkhand region and Purvanchal region (Mandals – Azamgarh, Basti, Gorakhpur, Varanasi, Devidhanu and Faizabad) (As per Planning Commission of Purvanchal Region under Purvanchal Vikas Nidhi) of the state of Uttar Pradesh, expenditure on the construction of transmission line and substation at the Transco / Discom end will be borne by Government of Uttar Pradesh as mentioned in the Solar Policy of Uttar Pradesh 2013.
- 2.7.6. Construction and operation/maintenance of evacuation system associated with plants shall be the responsibility of generating company.
- 2.7.7. The Interconnection / Metering Point shall be located at the substation of Transco / Discom, and generating company shall bear the cost for construction of interconnection / metering facilities up to the point of connectivity.
- 2.7.8. The Solar PV Project shall be connected to the nearest substation at appropriate voltage level.

**2.8. Obtaining RfP document, Processing Fees**

- 2.8.1. Prospective bidders interested to participate in the bidding process are required to download RfP document from our website <http://neda.up.nic.in> and submit the RfP document along with a non-refundable fee of Rs.11,025/- (Rupees Eleven Thousand and Twenty Five Only), inclusive of 5% VAT in the form of Demand Draft/ banker's cheque/ pay order drawn in favor of "**Director, UPNEDA**", payable at "**Lucknow**".
- 2.8.2. 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.1,00,000/- (Rupees One Lakh) in the form of DD/Pay Order in favour of "**Director, UPNEDA**", payable at "**Lucknow**".
- 2.8.3. A Bidding company/Consortium will be eligible to participate in the bidding process only:
1. On 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.
- 2.8.4. 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 100 MW.

More than one Bid can be submitted by the Bidder for development of Solar Projects condition to a maximum of 3 bids. However, in case of multiple Bids by the same Bidder, the following conditions apply:

- a. In case of a Project Company, the Bidder shall submit one single bid for the capacity it intends to develop as a Project Company.
- b. In case of a Bidding Consortium, multiple bids with the same Consortium members are permitted.
- c. A Bidder shall bid as part of a single Bidding Consortium only.

The Bidder has to furnish a disclosure as per Format –4.8.

## **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. Networth:**

Net worth should be equal to or greater than the value calculated at the rate of **Rs. 2.50 Crore 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 for multiple projects then total cumulative capacity applied by the Bidder shall be considered for the purpose of Net Worth. (Example: Company 'A' applying for say 3 projects totaling to 50 MW, then the Net Worth required shall be Rs. 2.5 Crores x 50 = Rs. 125.00 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.]

Net worth shall be computed in the following manner by the Bidder:

**Net worth**

= Paid up share capital  
Add: Reserves  
Subtract: Revaluation Reserves  
Subtract: Intangible Assets  
Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses

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 Networth shall be based on unconsolidated audited annual accounts of the Company. For the purpose of the computation of Networth, 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 2011-12, 2012-13 and 2013-14 and also for 2014-15 (if available), (or Calendar Years 2011, 2012 and 2013 and also for 2014 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 Networth as on seven (7) days prior to Bid Deadline, the Bidder shall submit a certificate from a Statutory Auditor/Chartered Accountant certifying the Net worth 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 fifteen (15) 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 Contract Performance 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 Contract Performance Guarantee, the same shall be submitted by such Parent / Affiliate, as the case may be.

2.10.1.8. A Bidder shall submit maximum three (3) 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 it's 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. Technical Criteria**

**2.10.2.1. Experience**

The bidder should have acquired sufficient experience and capacity in building infrastructure projects. The bidder should demonstrate experience in infrastructure projects with the tune of Rs. 1.5 Crore/MW of the total capacity quoted.

Pursuant to Clause 2.9 above, in case of application by a Bidder for multiple projects then total cumulative capacity applied by the Bidder shall be considered for the purpose of technical qualification. (Example: Company 'A' applying for say 3 projects totaling to 50 MW, then the experience in infrastructure projects required shall be Rs. 1.5 Crores x 50 = Rs. 75.00 Crores).

This can be measured either from the cost of construction work undertaken/ commissioned by the bidder, or from revenues of BOT/BOLT/BOO projects, or from both, during the 5 years <sup>#</sup> preceding the application date.

The technical capacity of a bidder will be assessed based on the Project/ Construction experience on BOT/BOLT/BOO Projects in infrastructure sector.

Documentary Evidence for Technical Criteria has to be produced from client/ regulatory/ govt. agency for this purpose indicating the project cost/ revenues earned as the case may be:

- i. Copy of Work Order or Contract agreement.
- ii. Copy of bills raised and payments received.
- iii. Copy of completion certificate issued by the client showing reference no. of work order/agreement, date of completion of the Project.

The Bidder may seek qualification on the basis of technical 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 technical capability of its Parent Company and / or its Affiliate(s). The technical capability of a particular Parent Company (ies) and / or Affiliates shall not be used by more than one Bidder.

**Note: # financial/calendar year as the case may be.**

#### **2.10.2.2. 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 Company's Act, 1956 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 Company Act, 1956;
- 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 the NOC from the Irrigation/Concerned department has been obtained for the canal/drain 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. 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 required for the allotted project.
- ii. 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.
- 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 canals/any drain ,copy of No objection certificate (NOC) from the Irrigation/concerned department as per the terms and conditions laid down by the Irrigation /concerned department for making available the proposed canal/drain for setting up of Solar Power Projects.**
- 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.

**(ii) In case of non-availability of land/ NOC to install on canal/drain 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/canal within 150 days of signing of PPA .The undertaking can be provided in the Format 4.4(c).**

#### **Note:**

- (i) Change in the location of land/canal/drain /space for setting up the project from one place to other location is not permitted after 150 days from the signing of PPA or at financial closure, whichever is earlier.



- (ii) The land/space for setting up the project should be free from all encumbrances.
- (iii) 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 Networth.

**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 one (1) year after commencement of supply of power as per provisions of Clause 2.25 of this RfP and the PPA. 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**

**2.14.1. 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 **21.02.2015 at 12.00 Noon 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 <http://neda.up.nic.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 authorised representatives of the bidders. Only two representatives from each Bidding Company shall be allowed for Pre Bid discussions.

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

Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
VibhutiKhand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779, 2720829  
Email: compneda@rediffmail.com  
Website: <http://neda.up.nic.in>

**2.14.3.** 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. PPA as per Format 4.10 Enclosure -1;
- b. Default Escrow Agreement as per Format 4.10 Enclosure -2;
- c. Agreement to Hypothecate cum Deed of Hypothecation as per Format 4.10 Enclosure -3;
- d. 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 fifteen (15) 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 fifteen (15) 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 Bid Bond of the Successful Bidder(s) / Project Company.

**2.18. Bid Bond**

- 2.18.1. Each Bidder shall submit the Bid accompanied by Bid Bond, as per Format 4.6 for an amount of **Rs. 20 Lakh (Twenty lakh) per MW** of the offered capacity issued by any of the Banks listed in Format 4.12. In the case of a Consortium, the Lead Member shall furnish the Bid Bond as stipulated in the RfP, on behalf of the Consortium Members as per the Consortium Agreement. The Bid Bond shall be valid for a period of ninety (90) days beyond the validity of the Bid.
- 2.18.2. The Bid Bond, may be invoked by the UPNEDA / Procurer or its authorized representative, 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 fifteen (15) days of issue of Letter of Intent, or,
  - Failure to furnish the Contract Performance 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 mentioned in Clause 2.23.
- 2.18.3. The Bid Bonds 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 Bid Bonds 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 Contract Performance Guarantee as per Clause 2.19 of the RfP and the execution of the RfP 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 Bid Bonds 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 Bid Bond of the Successful Bidder(s) shall be returned on the submission of Contract Performance Guarantee as per Clause 2.19 of the RfP and the provisions of the PPA.

**2.19. Contract Performance Guarantee (CPG)**

- 2.19.1. Within fifteen (15) days of issue of Letter of Intent, 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 4.9, for an amount of **Rs. 30 Lakh**

**(thirty lakh ) 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 eight(8) 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 the banks listed in Format 4.12.

- 2.19.2. In case the Successful Bidder is unable to obtain the Contract Performance Guarantee for the total amount from any one bank specified in Format 4.12, the Successful Bidder may obtain the same from not more than three (3) banks specified in Format 4.12.
- 2.19.3. Non submission of the CPG by the Successful Bidder(s) may lead to the invocation of the Bid Bond, 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.

## **2.20. Bank Guarantees**

- 2.20.1. The Bidder shall provide the following Bank Guarantees from any of the Banks listed at Format 4.12 to UPNEDA in a phased manner as detailed hereunder:
- **Bid Bond** for the amount calculated as per Clause 2.18(**@ Rs. 20 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)
  - **Contract Performance Guarantee** calculated as per Clause 2.19(**@ Rs. 30 Lacs / MW**) in the form of Bank Guarantee within fifteen (15) days of issue of Letter of Intent, as per Format 4.9. (initially valid for a period of eight (8) months after the Scheduled Delivery Date)
- 2.20.2. Within fifteen (15) days of issue of Letter of Intent the total Bank Guarantee value towards Contract Performance Guarantee shall be submitted in 03 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40%. (Example - If total Contract Performance Guarantee value is Rs.4.00 Cr. then 03 BGs of value Rs.0.80Cr, Rs.1.60 Cr & Rs.1.60 Cr are to be submitted).
- 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 Bid Bond.
- 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.

**2.21. 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:

**2.22.1. Envelope I – Non- Financial Bid comprising of:**

- i. Covering Letter as per prescribed **Format 4.1**.
- ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 4.2**.

In the event any Member of the Bidding Consortium is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. 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.

- iii. Bank Guarantee (Bid Bond) in the form as per **Format 4.6**;
- iv. Board Resolutions, as per prescribed formats enclosed as **Format 4.5** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - a. 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;
  - b. 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.
  - c. 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

- d. 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.
- v. 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;
- vi. Format for Qualification Requirements as per **Format 4.4**, as applicable;
- vii. A disclosure statement as per **Format 4.8** regarding participation of any related companies in this bidding process;

#### **2.22.2. Envelope II – Financial Bid as per Format 4.7.**

The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid as per the prescribed Format 4.7, duly signed by an authorized signatory.

- i. The Bidder shall submit their Single Quoted Tariff at the Interconnection Point and shall specify the same in its Financial Bid as prescribed in Format 4.7 of this RfP;
- ii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder.
- iii. The Single Quoted Tariff, as in **Format 4.7**, 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 Single Quoted 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 3.1.4 II).
- 2.23.4. Bid submitted by the Bidders, within the Bid Deadline, shall become the property of UPNEDA and shall not be returned to the Bidders;
- 2.23.5. Language of the Bid shall be English only;
- 2.23.6. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.1;
- 2.23.7. 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 SingleQuoted Tariff shall be sought or permitted by UPNEDA.
- 2.23.8. 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.
- 2.23.9. UPNEDA may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.
- 2.23.10. The Bidders shall satisfy themselves, on receipt of the RfP, that the RfP is complete in all respects. Intimation of any discrepancy shall be given to UPNEDA at the address provided in Clause 2.14.2 of this RfP immediately.
- 2.23.11. 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, 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 less than Fifty One percent (51%) from Effective Date up to a period of one(1) year after commencement of supply of power.
- 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 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(s).

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 Bidders should submit the Bids so as to reach the address specified below by **12:30hrs (IST) on 18<sup>th</sup> May 2015** :

**Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
VibhutiKhand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779  
Email: compneda@rediffmail.com  
Website: <http://neda.up.nic.in>**

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

Sl. No.	Event	Schedule	Date
1.	Date of issue of RfP	Zero Date	31/01/2015
2.	Pre-Bid Meeting	Zero date + 21 days	21/02/2015
3.	Revision of RfP and RfP Documents (if required) and issuance of revised RfP and PPA Documents	Zero date + 82 days	23/04/2015
4.	Bid submission and opening of Non-Financial Bid	Zero date + 107 days	18/05/2015
5.	Financial Bid Opening	Zero date + 122 days	02/06/2015
6.	Approval of Bids and Issue of Lol to Successful Bidder(s)	Zero date + 167days	17/07/2015
7.	Signing of PPA	Zero date + 197 days (Lol Date + 30 days)	Exact date will be communicated to successful bidders.
8.	Completion of the following tasks: a. Land Allotment/ Land Purchase. b. Grant for Grid Connectivity. c. Financial closure of the project.	PPA date + 150 days PPA date + 180 days PPA date + 210 days	
9.	Commissioning of Solar PV Power Plant	As mentioned in clause 2.28.	

### **2.27. Financial Closure**

- 2.27.1. The Project shall achieve Financial Closure within 210 days from the signing of PPA. In this regard the project developer shall submit a certificate from all financial agencies, certifying that the party has complied with all conditions required for drawl of funds and party can draw down the funds on any date as per their requirement.
- 2.27.2. Within 150 days 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/space required for the allotted project.
- ii. Requisite documents from the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land/space in the name of Project Developer and in case private land converted for industrial use.
- ii. 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 canals/any drain ,copy of No objection certificate (NOC) from the Irrigation/concerned department as per the terms and conditions laid down by the Irrigation /concerned department for making available the proposed canal/drain for setting up of Solar Power Projects.**
- iii. 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.

**Note:**

- (i) Change in the location of land/ identified canal/Drain/space from one place to other location is not permitted after 150 days from the signing of PPA or at financial closure, whichever is earlier.
- (ii) The land/identified canal/Drain/space for setting up of the project should be free from all encumbrances.
- (iii) The land/space for setting up of the project should neither have been proposed for other purposes & nor should have been mortgaged.

2.27.3. 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.

**2.28. Commissioning / Schedule Delivery Date**

2.28.1. The Commissioning / Scheduled Delivery Date of Solar PV Power Plant for capacity upto 25MW shall be 13 months and for the capacity above 25MW shall be 18 months from the date of signing of PPA.

2.28.2. **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. The PPA will remain in force for a period of 12 years from the date of acceptance of respective part commissioning of the project.

## **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:

### **A. Upto 10 MW Solar PV Projects**

a. Delay up to One (1) month:

In case the commissioning of project is delayed or the developer is not able to meet the timelines as mentioned above then the Project Developer shall pay to UPNEDA the **Liquidated Damages (LD)** at the rate of **Rs. 50,000/- per MW per day** of delay. LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of DD/Pay order payable to UPNEDA at Lucknow.

On non-submission of the above mentioned amount UPNEDA shall have the right to invoke the Bank Guarantees submitted by the developer.

b. Delay above One (1) month:

For not achieving Commissioning / Schedule Delivery Date UPNEDA / Procurer(s) shall encash the Bank Guarantee (BG) in the following manner:

- i. Delay up to two (2) months - 20% of the total Performance bank guarantee.
- ii. Delay of more than two (2) months and up to three (3) months - 40% of the total Performance Bank Guarantee in addition to BG in clause-i above.
- iii. Delay of more than three (3) months and up to four (4) months - the remaining Performance Bank Guarantees in addition to BG in clause-i and ii above.

Delay in the timelines for over and above four (4) months from respective task will lead to create the necessary grounds for UPNEDA / UPPCL for termination of Lol / PPA.

### **B. Above 10 MW Solar PV Projects**

a. Delay up to Three(3) months:

In case the commissioning of project is delayed or the developer is not able to meet the timelines as mentioned above then the Project Developer shall pay to UPNEDA the **Liquidated Damages (LD)** at the rate of **Rs.50,000/- per MW per day** of delay. LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of DD/Pay order payable to UPNEDA at Lucknow.

On non-submission of the above mentioned amount UPNEDA shall have the right to invoke the Bank Guarantees submitted by the developer.

b. Delay above Three (3) months:

For not achieving Commissioning / Schedule Delivery Date UPNEDA / Procurer(s) shall encash the Bank Guarantee (BG) in the following manner:

- i. Delay up to four (4) months - 20% of the total Performance bank guarantee.
- ii. Delay of more than four (4) months and up to five (5) months - 40% of the total Performance Bank Guarantee in addition to BG in clause-i above.
- iii. Delay of more than five (5) months and up to six (6) months - the remaining Performance Bank Guarantees in addition to BG in clause-i and ii above.

Delay in the timelines for over and above six (6) months form respective task will lead to create the necessary grounds for UPNEDA / UPPCLfor termination of Lol / PPA.

2.29.2. If Schedule Delivery Date is delayed due to construction of transmission line by Government of Uttar Pradesh than no penalty shall be imposed on the developer.

**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. In the event any Bidder refuses to extend its Bid validity as requested by UPNEDA, UPNEDA shall not be entitled to invoke the Bid Bond. 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 Bid Bond as requested by UPNEDA.

**2.31. Method of Submission**

2.31.1. Bids are to be submitted in a single closed cover envelope containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) each one duly closed separately. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) should be transcript in the following way;

**A. Envelope I (Non-Financial Bid)**

Superscript as:

**Envelope I: Non-Financial Bid** for “Selection of Developer(s) for Procurement of 215 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process”

Name of the Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Due for opening on \_\_\_\_\_

**B. Envelope II (Financial Bid)**

Superscript as:

**Envelope II: Financial Bid** for “Selection of Developer(s) for Procurement of 215 MW Power from Grid Connect Solar Power Projects through Tariff Based Competitive Bidding Process”

Name of the Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Due for opening on \_\_\_\_\_

**Outer Envelope**

**Envelope I (Non-Financial Bid) and Envelope II (Financial Bid)** for the Bid to be submitted by Bidders should be packed in a single closed cover envelope, with the following superscript:

Response to RfP for “Selection of Developer(s) for Procurement of 215 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” dated ..... [insert date]

Due for opening on \_\_\_\_\_ [Insert date of opening of Non-Financial Bid]

To,  
Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
Vibhuti Khand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779  
Email: nedaup@dataone.in, compneda@rediffmail.com  
Website: <http://neda.up.nic.in>

Name of the Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.31.2. The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach UPNEDA by the Bid Deadline. 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.

- 2.31.3. It may be noted that Non-Financial Bid (Envelope I) shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information / documents, UPNEDA shall not be responsible for premature opening of the Financial Bid.
- 2.31.4. All pages of the Bid, except for the Bid Bond (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.
- 2.31.5. Bidders shall submit the Bid one (1) original plus one (1) copy, duly signed by the authorized signatory of the Bidder. The original Bid shall be clearly marked "ORIGINAL", and the copy to be clearly marked "COPY OF BID". In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.
- 2.31.6. The soft copy of the "Non-Financial Bid" should be submitted, in the form of a non-re-writable CD (Compact Disc) and placed in appropriate envelope. The CD must be duly signed by the Authorized Signatory using a "Permanent Pen/Marker" and should bear the name of the Bidder. In case of any discrepancy observed in the contents of the CDs and original paper documents, the information furnished on original paper document will prevail over the soft copy.
- 2.31.7. 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.
- 2.31.8. If the outer cover envelope or Envelope I (Non-Financial Bid) or Envelope II (Financial Bid) is not closed and not transcript as per the specified requirement, UPNEDA will assume no responsibility for the Bid's misplacement or premature opening.

**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(s) 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**

Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) shall be opened as per the following time schedule and at the venue where the Bids are required to be submitted, as specified in Clause 2.26, in the presence of one representative from each of such Bidders who wish to be present:

**Opening of Envelope I (Non-Financial Bid):**

**13.00 hrs (IST) on 18<sup>th</sup> May 2015**

**Opening of Envelope II (Financial Bid):**

**12:30PM (IST) on 2<sup>nd</sup> June 2015**

Or

Such other dates as may be intimated by UPNEDA to the Bidders.

In the event of any of above dates falling on a day which is not a working day or which is a public holiday, the Bid shall be opened on the next working day at the same venue and time.

The following information from each Bid shall be read out to all the Bidders at the time of opening of Envelope I (Non-Financial Bid) and Envelope II (Financial Bid):

- Name of the Bidder including Members of the Bidding Consortium, if applicable
- Details of the Bid Bond (applicable only for Envelope I)
- Quantum of capacity offered (applicable only for Envelope I)
- Quoted Tariff (applicable only for Envelope II)

**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:

- a. to their professional advisors;
- b. to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c. 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 four steps:

- Step I – Responsiveness check
- Step II – Bid Evaluation of Non-Financial Bid
- Step III – Evaluation of Financial Bid
- Step IV – 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”:

- i. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, valid Bid Bond, Consortium Agreement.
- ii. Bid not received by the due date and time
- iii. Bid having Conflict of Interest
- iv. Bid being conditional in nature
- v. Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium
- vi. Bidder delaying in submission of additional information or clarifications sought by UPNEDA as applicable;
- vii. Non submission of Cost of Document, Processing fee and Bid Bond in acceptable form along with RfP document;
- viii. 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 - Envelope I) 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. Financial Bids (Envelope II) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, as per the timelines indicated in this RfP, or such other date as may be intimated by UPNEDA to the Bidders. The evaluation of Financial Bid shall be carried out based on the information furnished in Envelope II (Financial Bid).
- II. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.22.2 of this RfP. Any Bid not meeting any of the requirements as per Clause 2.22.2 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 2.22.2 of this RfP shall be rejected.

### **3.1.4. STEP IV – Successful Bidder(s) Selection**

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

- I. The Bidder offering the lowest Single Tariff for 12 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 Single Tariff 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. At any step during the selection of Successful Bidder(s) in accordance with Clauses I to IV above, the UPNEDA reserves the right to increase / decrease the Requisitioned Capacity by up to twenty percent (20%) of the quantum indicated in Clause 1.1.2to achieve the balance Requisitioned Capacity and select the Successful Bidder with the lowest Single Tariff amongst the remaining Bids.

- VI. The Letter(s) of Intent shall be issued to all such Successful Bidder(s) selected as per the provisions of this Clause 3.1.4.
- VII. There shall be no negotiation on the Single Quoted Tariff between UPNEDA / Procurer and the Bidder(s) during the process of evaluation.
- VIII. Each Successful Bidder shall unconditionally accept the Lol, and record on one (1) copy of the Lol, "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 Lol.
- IX. 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.
- X. UPNEDA, in its own discretion, has the right to reject any one or all Bids if the Single Quoted Tariff is not aligned to the prevailing market prices.

# **SECTION 4**

# **FORMATS FOR BID SUBMISSION**

## **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 Bid Bond (Format 4.6)
- vii. Format for Financial Bid (Format 4.7)
- viii. Format for Disclosure (Format 4.8)
- ix. Format for Contract Performance Guarantee (Format 4.9)
- x. RfP Documents (Format 4.10)
- xi. Format for illustration of Affiliates (Format 4.11)
- xii. List of Banks (Format 4.12)

A Bidder may use additional sheets to submit the information for its detailed response.

***[UPNEDA is authorized to modify any of these formats before the issue of RfP to facilitate seeking relevant project specific details for assessing Qualification Requirements specified in the RfP or for any other reasons. Such modification shall not be construed as a change in Standard Bid Documents]***



**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,

Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
VibhutiKhand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779, 2720829  
Email: compneda@rediffmail.com  
Website: http://neda.up.nic.in

**Sub: Response to RfP for “Selection of Developer(s) for Procurement of 215 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 215 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 indd/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. Bid Bond**

We have enclosed a Bid Bond 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 Bid Bond) 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 Format 4.7 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. We are enclosing herewith the Non-Financial Bid (Envelope I) and Financial Bid (Envelope II) containing duly signed formats, each one duly closed separately, in one (1) original + one (1) copy (duly attested) and soft copy of the Non-Financial Bid in the form of non-re-writable CD (Compact Disc) as desired by you in the RfP for your consideration.
9. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP and subsequent communications from UPNEDA.
10. 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.
11. "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 Lol or the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and eighty (180) days from the Bid Deadline."
12. *(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.
13. We confirm that the Financial Bid conform(s) to all the conditions in the RfP including:
  - a. The tariff quoted by us is the single tariff for 12 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 in the prescribed Format 4.7, and is submitted duly signed by the authorised signatory.
  - c. Financial Bid is/are unconditional
14. 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.
15. 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.
16. 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 ..... and having its Registered Office at ..... (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** UPPCLdesired 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 Contract Performance 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 fifteen (15) days of issue of Lol 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:

Name	Percentage of equity holding in the Project Company
Party 1	
Party 2	
.....	
Party n	
<b>Total</b>	<b>100%</b>

**(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 there under.
9. It is hereby agreed that the Lead Member shall furnish the Bid Bond, 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 Contract Performance 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 CPG 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.....

.....  
(Signature)  
Name: .....  
Designation:.....

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

.....  
(Signature of authorized representative)  
Name: .....  
Designation: .....  
Place: .....  
Date: .....  
Witness<sup>1</sup>:

1.  
.....  
(Signature)  
Name .....  
Designation.....

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

---

<sup>1</sup> 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  
.....

.....  
(Signature)  
Name: .....  
Designation:.....

Attested:  
.....  
(Signature)  
(Notary Public)

Place: .....  
Date: .....

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

.....  
(Signature of authorized representative)  
Name: .....  
Designation: .....

Place: .....  
Date: .....

Witness<sup>2</sup>:  
1.  
.....  
(Signature)  
Name .....  
Designation.....

2.  
.....  
(Signature)  
Name .....  
Designation.....

---

<sup>2</sup> Separate witness for each Consortium Member should fill in the details.

**Format4.4 (A): Qualification Requirement –Financial**

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

To,

Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
VibhutiKhand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779, 2720829  
Email: compneda@rediffmail.com  
Website: http://neda.up.nic.in

Dear Madam/Sir,

**Sub: Response to RfP for “Selection of Developer(s) for Procurement of 215 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:

Name of Company	Relationship with Bidding Company*	Networth (Rs. Crore)#	Financial Year
1			
2			
3			
....			
<b>Total Networth</b>			

\* 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:

Name ofCompany	Relationship with Member*(Parent/ Affiliate)	Networth**(Rs. Crore)
Company 1		
---		
---		
<b>Total</b>		

\* 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  
Chartered 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,  
VibhutiKhand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779, 2720829  
Email: compneda@rediffmail.com  
Website: <http://neda.up.nic.in>

Dear Madam/Sir,

**Sub: Response to RfP for “Selection of Developer(s) for Procurement of 215 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.

**1. Experience**

The bidder should have acquired sufficient experience and capacity in building infrastructure projects. The bidder should demonstrate experience in infrastructure projects with tune of Rs. 1.5Crore/MW of the capacity quoted.

(Egg: For 10MW of capacity quoted, the bidder has to demonstrate an experience in infrastructure projects worth Rs. 15 Crores)

This can be measured either from the cost of construction work undertaken/ commissioned by the bidder, or from revenues of BOT/BOLT/BOO projects, or from both, during the 5 years<sup>#</sup> preceding the application date.

The technical capacity of a bidder will be assessed based on the Project/ Construction experience on BOT/BOLT/BOO projects in infrastructure sector.

Documentary Evidence for Technical Criteria has to be produced from client/ regulatory/ govt. agency for this purpose indicating the project cost/ revenues earned as the case may be:

- i. Copy of Work Order or Contract agreement.
- ii. Copy of bills raised and payments received

- iii. Copy of completion certificate issued by the client showing reference no. of work order/agreement, date of completion of the Project

**Note: # financial/calendar year as the case may be.**

## **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 Company's Act, 1956 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 Company Act, 1956;
- 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 2.10.2.2 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,  
Uttar Pradesh New & Renewable Energy Development Agency,  
VibhutiKhand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779, 2720829  
Email: compneda@rediffmail.com  
Website: <http://neda.up.nic.in>**

Dear Madam/Sir,

**Sub: Response to RfP for “Selection of Developer(s) for Procurement of 215 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 2.10.3.

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/space (like canal/drain) 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 and is in possession and the certificate by concerned and competent revenue / registration authority for allotment of the land/space for setting up the project is enclosed.

**In case of non-availability of land/space –** We declare that the documentary evidence will be produced by us for the availability of land or copy of (NOC) from the irrigation /concerned department as per terms and conditions laid down by the irrigation /concerned department for making available the proposed canal /drain for setting up solar power projects within 150 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 the NOC from the Irrigation/concerned department has been obtained for the canal/drain on which the project developer wishes to install the required capacity . In a case under non fulfillment of documentary evidence of Land/space 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 180 days of signing of PPA.
3. If our project comes in the Bundelkhand region or in Purvanchal region (Mandals – Azamgarh, Basti, Gorakhpur, Varanasi, Devipatan and Faizabad)we confirm that we will approach State Nodal Agency i.e. UPNEDA for consent on Grid Connectivity.

**3. Technology**

The detail of the technology used/to be used is enclosed and 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, 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 215 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 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 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 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 215 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 Contract Performance 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 Contract Performance Guarantee, we shall submit the Contract Performance 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 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: Bid Bond**

**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND**

(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 215 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 Bid Bond, 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, VibhutiKhand, 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 Bid Bond 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, which is six (6) months after the date in the preceding sentence].

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 / Procurer(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 / Procurer(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 / Procurer(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by the UPNEDA / Procurer(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 / 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 ..... (Rs..... only) and it shall remain in force until ..... [Date to be inserted on the basis of Clause 2.18 of RfP], with an additional claim period of six(6) months thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if UPNEDA / Procurer(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:**

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.....

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

**Format 4.7: Financial Bid**

(The Format 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,

Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
VibhutiKhand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779, 2720829  
Email: compneda@rediffmail.com  
Website: http://neda.up.nic.in

**Sub: Financial Bid for Response to RfP for “Selection of Developer(s) for Procurement of 215MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” dated ..... [insert date]**

Dear Madam/Sir,

We give our unconditional Financial Bid in response of this RfP and RfP Documents issued by UPNEDA:

S. No.	Description	
1.	Financial Bid for Technology	Solar
2.	Supply of Power under	Under 12 years of PPA with UPPCL
3.	Project Capacity in MW (in words and Figures)	_____ MW (_____ MW)
4.	Considering Capacity Utilization Factor	_____%
5.	Single Tariff Offered per kWh (Unit) of Electrical Power for 12 years *	Rs. ....(in figures) Rupees ....(in words)



\*The bidder should quote a single tariff below the UPNEDA approved ceiling tariff of Rs. 9.33/kWh. The tariff quoted above the ceiling tariff shall not be accepted.

- Location/locations of the Plant :
- Injection Point :

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Thanking you,

Yours faithfully,

[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1 iv (a)]

**Instructions:**

- 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 Quoted Tariff.
- b) The Quoted Tariff in Rs./kWh shall be provided up to three (3) 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.

**Format 4.8: Disclosure**

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

**Disclosure**

To,

**Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
VibhutiKhand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779, 2720829  
Email: compneda@rediffmail.com  
Website: <http://neda.up.nic.in>**

**Sub: Bidders' Disclosure for Response to RfP for "Selection of Developer(s) for Procurement of 215MW 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 Lol 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 4.9: Contract Performance 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 3 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% 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)(herein after referred to as **UPNEDA / Procurer(s)**), agreeing to execute the RfP Documents with the Successful Bidder for **“Procurement of 215MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process” for meeting the requirements of UPNEDA Procurer(s)**, the ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as **“Guarantor Bank”**) hereby agrees unequivocally, irrevocably and unconditionally to pay to the UPNEDA / Procurer(s) at Uttar Pradesh New & Renewable Energy Development Agency, VibhutiKhand, 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 thirty (30) 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 CPG] 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 six(6) 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 six (6) months 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.

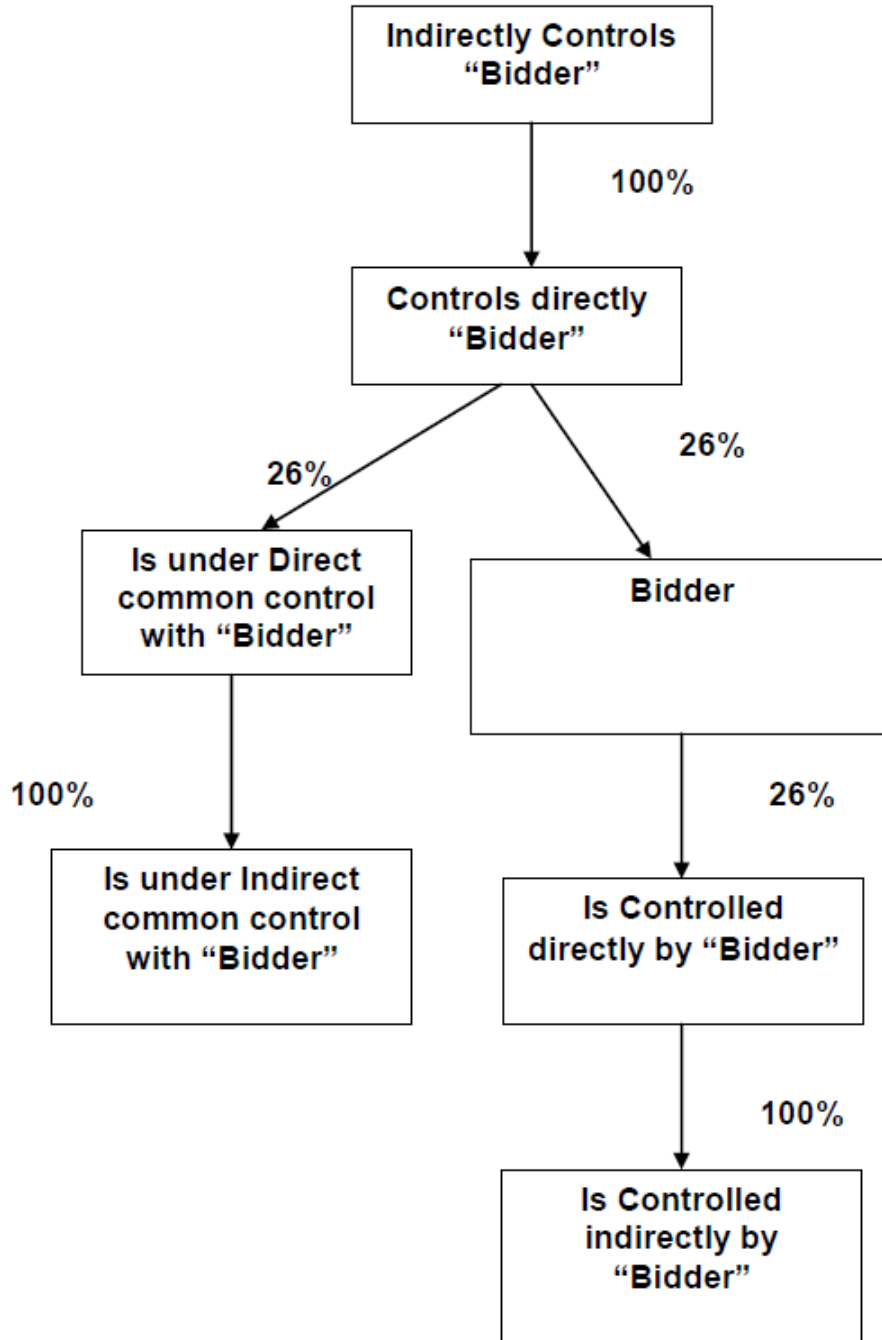
**Format 4.10: Formats for RFP Documents**

ENCLOSURE 1:- Power Purchase Agreement (PPA)

ENCLOSURE 2:- Default Escrow Agreement

ENCLOSURE 3:- Agreement to Hypothecate cum Deed of Hypothecation

**Format 4.11: Format for illustration of Affiliates**



**Format 4.12: List of Banks**

**SCHEDULED COMMERCIAL BANKS**

**A. SBI AND ASSOCIATES**

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Travancore
8. IDBI Bank Ltd.

**C. SCHEDULED FOREIGN BANKS**

1. Bank of America NA
2. Bank of Tokyo Mitsubishi UFJ Ltd.
3. BNP Paribas
4. Calyon Bank
5. Citi Bank N.A.
6. Deutsche Bank A.G
7. The Hongkong and Shanghai Banking Corpn. Ltd.
8. Standard Chartered Bank
9. SocieteGenerale
10. Barclays Bank
11. ABN Amro Bank N.V.
12. Bank of Nova Scotia
13. Development Bank of Singapore (DBS, Bank Ltd.)

**B. NATIONALISED BANKS**

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India'
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda

**D. Scheduled Private Bank List**

1. Federal Bank Ltd
2. ING Vysya Bank Ltd (Now – Kotak Mahindra Bank)
3. Axis Bank Ltd.
4. ICICI Bank Ltd.
5. HDFC Bank Ltd.
6. Yes Bank Ltd.
7. IndusInd Bank Ltd.

**[The above list is indicative and the Procurer/Authorized Representative is authorized to modify the aforesaid list of Banks as deemed fit. Such modification shall not be construed as a change in standard bidding documents.]**



## **Annexure A**

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

The following are some of the technical measures required to ensure quality of the PV modules used in grid connected solar PV 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. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

#### **2. Qualification of BOS items**

The solar PV power plants must use PV modules and other balance of systems, components, which must qualify to the latest edition of BIS OR IEC standards issued in this regard from NABL/ IEC Accredited Testing Laboratories . The project developer must provide a copy of the relevant test reports and certificates to UPNEDA.

#### **3. Authorized Test Centres**

The PV modules deployed in the power plants must qualify (enclose test reports/ certificate from IEC/NABL accredited laboratory) as per relevant IEC standard. Additionally the performance of PV modules at STC conditions must be tested and approved by one of the IEC / NABL Accredited Testing Laboratories .

#### **4. Warranty**

- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

## 5. 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.)

- (i) Name of the manufacturer of PV Module
  - (ii) Name of the Manufacturer of Solar cells
  - (iii) Month and year of the manufacture (separately for solar cells and module)
  - (iv) Country of origin (separately for solar cells and module)
  - (v) I-V curve for the module
  - (vi) Wattage,  $I_m$ ,  $V_m$  and FF for the module
  - (vii) Unique Serial No and Model No of the module
  - (viii) Date and year of obtaining IEC PV module qualification certificate
  - (ix) Name of the test lab issuing IEC certificate
  - (x) Other relevant information on traceability of solar cells and module as per ISO 9000
6. All the grid connected solar PV Power Plants are also required to meet scheduling guidelines as per applicable regulations, they shall ensure connectivity of generation data with a separate on line link with SLDC.
7. In addition the Power Conditioning Units used in the plant must qualify to IEC standards IEC 61683, IEC 60068-2, EM compatibility (EMC) 61000 series-relevant parts, IEC 62116 - 2008 and UL 1741 for anti-islanding protection grid interconnectivity and IEC 62109-1 & 2 for electrical safety and parallel operations.
8. All electrical equipments, breakers, transformers, switch yard protective equipment, metering, CT / PTs and other panels should confirm to the specifications and standards as per state grid code notified by UPERC.