Request for Selection (RfS) Document

For

Selection of Solar Power Developers for Setting up of 500 MW of Grid Connected Rooftop Solar PV Project on Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-metering Basis through Tariff Based Competitive Bidding.

RfS No:- UPNEDA/NIT/RESCO-500MW-GCRT-Govt.Building/2023

Dated: 15-12-2023

Issued by

Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA)

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

Vibhuti Khand, Gomti Nagar,
Lucknow, U.P. - 226010
Website : www.upneda.org.in E-mail : ho_ajai@rediffmail.com

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BID INFORMATION SHEET

e-tender Notice

RfS No: UPNEDA/NIT/RESCO-500MW-GCRT-Govt.Building/2023, Dated: 15-12-2023

Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)
(Deptt. of Additional Sources of Energy, Govt. of U.P.)
Vibhuti Khand, Gomti Nagar, Lucknow
TeleFax: 0522-2720779, 2720829

Website: www.upneda.org.in **E-Mail**: ho_ajai@rediffmail.com

UPNEDA invites Online Bids from Prospective Bidders through e-tendering for **Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance for 25 years for 25 kWp to 2000 kWp Grid Connected Roof Top Solar PV System for Government/Semi-Government Buildings & other Institutions at different locations in Uttar Pradesh under RESCO Model on Net-metering basis.**

The tariff will be applicable to all the technically qualified firms who wish to provide their services on the lowest quoted prices which are received under this offer. The selected firms will have the opportunity to execute the projects for which the sites can be identified by the firms or on the sites allocated by UPNEDA under the Grid Interactive Roof top Solar Power Plants in accordance with technical specification. The tender document is available at ISN-ETS Portal www.bharat-electronictender.com & UPNEDA website www.upneda.org.in. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Availability of tender document on Portal	15-12-2023 after 6:00 pm onwards
(b)	Pre-Bid conference	21-12-2023 at 12:00 pm at UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow-226010
(c)	e-Bid submission end date & Time	02-01-2024 upto 6:00 pm
(d)	Online technical e-Bid Opening date & time	03-01-2024 at 11:30 am
(e)	Online financial e-Bid Opening date & time (Only of technically qualified bidders)	Shall be Intimated Later
(f)	Date of e- reverse auction	Shall be Intimated Later
(g)	EMD/Bid bond Details	As per RFS document
(h)	Venue of opening of technical & financial e-Bids	UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow-226010

Interested bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com ("ETS portal") through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. A contact detail of ISN-ETS is provided below.

M/s Electronic Tender.com (India) Pvt. Ltd., 1001, DLF city court, Mehrauli-Gurgaon Road, Sector-24, Gurugram, Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com

All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

Director, UPNEDA

PART - I

DEFINITIONS & ABBREVIATIONS

1 DEFINITIONS & ABBREVIATIONS

In this "Bid / RfS Document" the following words and expression will have the meaning as herein defined where the context so admits:

1.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

1.2 **"Affiliate"** shall mean a company that either directly or indirectly

a. controls or
b. is controlled by or
c. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;

1.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA

1.4 **BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by UPNEDA.

1.5 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding 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; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

1.6 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;

1.7 **"CAPACITY UTILIZATION FACTOR (CUF)"**shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;

In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%;

1.8 **"CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;

1.9 "COMPANY"shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

1.10 "CONTRACTED CAPACITY"shall mean the AC capacity in MW contracted with Procurer for supply by the SPG to Procurer at the Delivery Point from the Project, based on which the PPA is executed with Procurer.

1.11 CONTRACT YEAR" shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

1.12 "CONTROL" shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;

1.13 "CONTROLLING SHAREHOLDING" shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;

1.14 "DAY" shall mean calendar day;

1.15 "EFFECTIVE DATE" shall mean the date as on 30th day from the date of issuance of Letter of Award , ie the date on which the Power Purchase Agreement (PPA) shall be executed by both the parties;

1.16 "EQUITY" shall mean Net Worth as defined in Companies Act, 2013

1.17 "FINANCIAL CLOSURE" ***or*** **"PROJECT FINANCING ARRANGEMENTS"** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;

1.18 "GROUP COMPANY" of a Company means a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

I a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

II a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

III a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

IV a Company which is under common control with the Company, and control means ownershipby one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

1.19 "IEC" shall mean specifications of International Electro-Technical Commission.

1.20 "INTER-CONNECTION POINT/ DELIVERY/ METERING POINT" shall be the single point, at a location mutually agreed by the SPD and Client Organization, in line with applicable regulation/ rules where Solar Power is delivered by the SPD from the Project to the Client Organization.

1.21 "JOINT CONTROL" shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);

1.22 "LEAD MEMBER OF THE BIDDING CONSORTIUM" ***or*** **"LEAD MEMBER"**: There shall be only one Lead Member, having the shareholding of not less then 51% in the Bidding Consortium.

Note: *The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project;*

1.23 "LETTER OF AWARD"*or* "LoA" shall mean the letter issued by UPNEDA to the selected Bidder for award of the Project;

1.24 "LIMITED LIABILITY PARTNERSHIP" ***or*** **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

1.25 **"LLC"** shall mean Limited Liability Company;

1.26 **"MEMBER IN A BIDDING CONSORTIUM"** ***or*** **"MEMBER"** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;

1.27 **"MONTH"**shall mean calendar month;

1.28 **"NET METERING SCHEME"** Net Metering Scheme means the metered prosumers of a Licensee under agriculture (LMV-5) category or domestic consumers under LMV-1 category who intends to/ has set up a grid connected rooftop solar PV system in the consumer premises, which can be self owned or third party owned wherein the energy imported from the grid and the energy exported to the grid interactive rooftop solar PV system are netted out through single bi-directional energy meter. Net metering scheme shall also be available to following consumer categories mentioned in Rate Schedule for FY 2023-24 in Tariff Orders dated May 24, 2023 of Distribution Licensees (MVVNL, PVVNL, PuVVNL, DVVNL, KESCO & NPCL).

(I) All Public Institutions covered under LMV-4A consumer category of the Rate Schedule except such consumers which are covered under LMV-4A(c) as provided in the Rate Schedule.

(II) Private research institutes, and schools / colleges/educational institutes covered under Private Institutions under LMV-4B consumer category of the Rate Schedule.

(III) Public Institutions akin and similar to those mentioned in (I) above but covered under HV-1 consumer category of Rate Schedule. (IV) Private Institutions akin and similar to those mentioned in (II) above but covered under HV-1 consumer category of Rate Schedule.

1.29 **"NET METERING"** means an arrangement for measurement of energy in a system under which rooftop solar PV system installed at eligible consumer's premises as given at 1.28 delivers surplus electricity, if any, to the Distribution Licensee after off-setting the electricity supplied by Distribution License during the applicable billing period.

1.30 **"NET-WORTH"** shall mean the Net-Worth as defined section 2 of the company Act, 2013;

1.31 **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;

1.32 **"PARENT"**shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

1.33 **"PPA"** shall mean the Power Purchase Agreement signed between the Successful SPG and Procurer according to the terms and conditions of the standard PPA enclosed with this RfS;

1.34 "PROJECT" *or* "ROOFTOP SOLAR PV PROJECT" *or* "SOLAR POWER PROJECT" shall mean mean a Solar Photovoltaic Project set up on a single rooftop or collection of rooftops having a single or multiple metering point(s). The Project shall include all units/modules, auxiliaries and associated facilities, structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power.

1.35 "PROJECT CAPACITY" shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;

1.36 "PROJECT COMMISSIONING": The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA;

1.37 "PROJECT DEVELOPER" *or* "DEVELOPER" *or* "Solar Power DEVELOPER (SPD)"shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by UPNEDA (through a competitive bidding process), {in case of the Successful Bidder/Bidding Consortium itself executing the Project}, or the SPV formed by the selected bidder/consortium for the purpose of setting up of the Project and signing of PPA with the Client Organization {in case of Project execution through SPV}.

1.38 "RESCO" shall mean Renewable Energy Service Companies.

1.39 "RESCO MODEL" shall mean a business model where the Project Developer sets up a Rooftop Solar PV Power Project on the rooftop of a building owned by a different entity, by obtaining right to access the rooftop/leasing the rooftop with the rooftop owning entity on mutually agreed terms and conditions, and enters into the PPA with rooftop owner/ DISCOM/ others for supply of Solar power for the term of the PPA. The Project Developer is responsible for construction, commissioning, ownership and operation of the Project for the entire term of the PPA at its own risk and cost.

1.40 "RfS DOCUMENT" shall mean the bidding document issued by UPNEDA including all attachments; clarifications and amendments thereof vide RfS no.- UPNEDA/NIT/RESCO-500MW-GCRT-Govt.Building/2023 dated ---------

1.41 "SCHEDULED COMMISSIONING DATE" or "SCD" shall be the date as indicated in Clause 7 of ITB in the RfS.

1.42"SELECTED BIDDER" *or* "SUCCESSFUL BIDDER"shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

1.43 **"SOLAR PV PROJECT"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

1.44 **"TOE"** shall mean Tender Opening Event.

1.45 **"ULTIMATE PARENT"** shall mean a Company, which owns not less than 50% (Fifty Percent) equity either directly or indirectly in the Parent and Affiliates;

1.46 **"WEEK"**shall mean calendar week;

PART - II

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

Selection of Solar Power Developers for Setting up of 500 MW of Grid Connected Rooftop Solar PV Project on Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-metering Basis through Tariff Based Competitive Bidding.

1.0 To achieve energy security and for having good optics, it is envisaged to develop solar rooftop projects on large scale by utilizing vacant roofs of Govt. & Semi-Govt. buildings in U.P. Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) under the Department of additional sources of Energy, Government of Uttar Pradesh desires to implement grid connected rooftop solar PV projects on the roofs of Government buildings/ offices as a part of its Renewable Energy Initiatives. These Rooftop systems will be implemented as per provisions in **Uttar Pradesh Electricity Regulatory Authority (UPERC) RSPV regulation 2019 and its amendments thereof under net-metering mechanism in all consumer categories.**

As per UPERC (Rooftop Solar PV Grid Interactive System Gross/Net Metering) Regulation, 2019 (Second Amendment/Addendum) were published vide notification no. U.P.E.R.C./ Secretary/RSPV Regulations/002, dated November 17, 2023

"NET METERING SCHEME" Net Metering Scheme means the metered prosumers of a Licensee under agriculture (LMV-5) category or domestic consumers under LMV-1 category who intends to/ has set up a grid connected rooftop solar PV system in the consumer premises, which can be selfowned or third party owned wherein the energy imported from the grid and the energy exported to the grid interactive rooftop solar PV system are netted out through single bi-directional energy meter. Net metering scheme shall also be available to following consumer categories mentioned in Rate Schedule for FY 2023-24 in Tariff Orders dated May 24, 2023 of Distribution Licensees (MVVNL, PVVNL, PuVVNL, DVVNL, KESCO & NPCL).

(I) All Public Institutions covered under LMV-4A consumer category of the Rate Schedule except such consumers which are covered under LMV-4A(c) as provided in the Rate Schedule.

(II) Private research institutes, and schools / colleges/educational institutes covered under Private Institutions under LMV-4B consumer category of the Rate Schedule.

(III) Public Institutions akin and similar to those mentioned in (I) above but covered under HV-1 consumer category of Rate Schedule.

(IV) Private Institutions akin and similar to those mentioned in (II) above but covered under HV-1 consumer category of Rate Schedule.

"NET METERING" means an arrangement for measurement of energy in a system under which rooftop solar PV system installed at eligible consumer's premises as given above delivers surplus electricity, if any, to the Distribution Licensee after off-setting the electricity supplied by Distribution License during the applicable billing period.

If UPERC makes any amendment in RSPV regulation 2019 during installation time period, the same may be adopted by the building owner. However, for RESCO mode implementation the tariff will remain unchanged.

2.0 UPNEDA, therefore, invites sealed bids from eligible bidders to participate in Request for Selection (RfS) for Site Survey, Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation and Maintenance of Roof Top Solar PV Power Plants in RESCO mode to be implemented on Net metering basis.

3.0 For the implementation of above mentioned work, Bidders should submit their bid proposal online complete in all aspect on or before Last date of Bid Submission as mentioned on the Bid Information Sheet and ISN-ETS Portal (www.bharat-electronictender.com).

4.0 Bidder shall submit bid proposal along with non-refundable tender fee and refundable Bid Bond/ EMD complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Tender fees and Bid Bond will be rejected. In the event of any date indicated in Bid Information Sheet is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

5.0 Bid documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, and Formats etc. can be downloaded from UPNEDA website www.upneda.org.in for participation, the bid is to be uploaded on ISN-ETS Portal (www.bharat-electronictender.com). However, any amendment(s)/ corrigendum/ clarification(s) with respect to this Bid shall be uploaded on UPNEDA website and ISN-ETS Portal only. The Bidder should regularly check for any Amendment(s)/ Corrigendum/ Clarification(s) on the above website only.

6.0 The bidding process under this Rooftop scheme is for 500 MW comprising of RESCO Model on Net-metering basis. There will be only one price for all the bidders for RESCO Model on Net-metering (Rs. Per kWh Tariff). Hence after discovery of L-1 price matching of L-1 Price needs to be adhered.

7.0 UPNEDA reserves the Right of Transfer of capacities among the Bidders with matching of L-1 Price as per requirement of the project.

8.0 The bidding process under this rooftop scheme is for RESCO on Net-metering basis for government/ Semi - government buildings only. Bidder can apply for the minimum aggregate bid capacity of 5 MW and a maximum cumulative Capacity of 500 MW.

9.0 Successful bidders are requested to visit the locations/ sites/ buildings for checking the feasibility of space including installation capacity in consultation with respective site incharge / owner. However, the entire responsibility of finding the buildings lies with the Bidder. UPNEDA shall not bear any responsibility in this regard. Successful bidders need to submit project sanction documents (PPA agreement between successful bidder and Govt. Building/ Institution Owner at the quoted tariff as per RfS and project report) for the approval of UPNEDA for issuance of

project specific sanction letter(s). The PPA between building owner & developer shall be executed in the prescribed format which shall be uploaded separately on ISN ETS Portal. However, UPNEDA shall facilitate the process and will have no responsibility whatsoever because of non - availability of indicated buildings or non-signing of Agreements for any building.

10.0 SCOPE OF WORK:

The Scope of the Work would essentially cover, but not limited to Identification and Site Survey of Roof Tops, Site Visit, Solar Potential Assessment, Finalization of Feasibility Report for Identified Locations, Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing, Commissioning, Submission of Project Proposals and PCRs to UPNEDA, ensuring Net-metering as per the UPERC Regulation 2019 and its amendment thereof, quality control of the grid connected rooftop Solar PV Project including Operation and Maintenance (O & M) of the project for a period of 25 years after commissioning of project.

11.0 Bidder(s) may also come up with their suitable/ feasible potential roof top proposals for any Government Buildings.

12.0 Based on the Bid capacity proposed by the bidder in the bid, Bid Bond/EMD shall be furnished along with the response to RfS as per Clause of Bid Information. Bid Bond/ EMD shall be enclosed in a sealed envelope and shall be submitted in the office of UPNEDA (offline).

13.0 PBG amount shall be furnished by successful bidder after issuance of LOA by UPNEDA.

14.0 The Modules and Cells should be manufactured in India and should be complied with the prevailing Approved List of Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order 2019 - Implementation issued vide OM NO. 283/54/2018-GRID SOLAR -Part (I) Dated 10th March 2021 and subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules. Rest of the components can be procured from any source. However, these items should meet the Technical specification and standards mentioned in RFP. A reference bidders' Declaration format associated with Implementation of ALMM (Annexure E) order will also be required to be signed by the bidder as per the format provided vide MNRE OM No. 283/54/2018-GRID SOLAR -Part (I) Dated 2nd June 2021.

GENERAL

15.0 The complete RfS Documents are available at ISN-ETS Portal https://www.bharat-electronictender.com as well as on UPNEDA website www.upneda.org.in.Interested bidders shall download the RfS Documents from the portal https://www.bharat-electronictender.com as per the provisions available therein.

16.0 Interested bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com through M/s Electronic Tender.com (India) Pvt. Ltd to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to

get them registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS are mentioned in the Bid. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this IFB from the registered office of UPNEDA at the address given in the Bid from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely https://www.bharat-electronictender.com (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited directly, as and when required, for which contact details are also mentioned in the Bid. UPNEDA in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

17. While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by UPNEDA for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in Bid.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, UPNEDA on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, UPNEDA shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

18. A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents.

19. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal https://www.bharat-electronictender.com, UPNEDA website www.upneda.org.in and as indicated in the Bid Information Sheet.

20. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable Tender Fees, complete in all respect as per the Bid. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document Fees and Earnest Money Deposit (EMD) Bank Guarantee will be rejected.

21 In case the Bidder chooses to submit the amounts pertaining to cost of RFS document through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bids submitted without cost of RFS document, may be liable for rejection by UPNEDA. In the event of any dates indicated is a

declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Bank details of UPNEDA

Name & Address of Account Holder	Uttar Pradesh and Renewable Energy Development Agency
Bank Name	Central Bank of India
Email	Bmluck3964@centralbank.co.in
Account No	2185286335
IFSC Code	CBIN0283946
MICR Code	226016035

22. RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal (https://www.bharat-electronictender.com)or from UPNEDA website (www.upneda.org.in). It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) Portal to participate in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS Portal website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ISN-ETS Portal website. The same may also be uploaded on UPNEDA website www.upneda.org.in also. **However, incase of any discrepancy, the information available on ISN-ETS Portal website shall prevail**.

23. The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.

24. UPNEDA shall conduct e-Reverse Auction (e-RA), as per provisions of RfS documents.

25. UPNEDA reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

26. UPNEDA Service Charges: DD / Bankers cheque for an amount = Rs 200 x capacity allocated in kW, drawn in favour of Uttar Pradesh New & Renewable Energy Development Agency, Lucknow, payable at Lucknow against payment of UPNEDA Service Charges. UPNEDA service charges are for site visits, inspection; liaison, monitoring etc. Taxes and duties shall be paid extra. The service charge including taxes & duties shall be paid by the building owner / Govt. institution within 30 days from issuance of work order

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.

2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

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

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

5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

PART - III

INSTRUCTIONS TO BIDDERS (ITB)

1. INTRODUCTION

To achieve energy security and for having good optics, it is envisaged to develop solar rooftop projects on large scale by utilizing vacant roofs of Govt. & Semi-Govt. buildings in U.P. Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) under the Department of additional sources of Energy, Government of Uttar Pradesh desires to implement grid connected rooftop solar PV projects on the roofs of Government buildings/ offices as a part of its Renewable Energy Initiatives. Uttar Pradesh Electricity Regulatory Authority (UPERC) has issued amendment in RSPV regulation 2019 which allows net-metering mechanism for LMV-1 , LMV-5 ,LMV-4A except such consumers which are covered under LMV-4A(c), LMV-4B, Public & Private Institutions akin and similar to those mentioned in LMV-4A , LMV-4B but covered under HV-1 consumer category .

The scheme aims to reduce the fossil fuel-based electricity and to reduce the carbon footprint. This scheme with aggregate capacity of 500 MW throughout U.P. envisages installation of grid-connected roof top solar PV projects.

2. NET METERING:-

As per UPERC (Rooftop Solar PV Grid Interactive System Gross/Net Metering) Regulation, 2019 (Second Amendment/Addendum) were published vide notification no. U.P.E.R.C./ Secretary/RSPV Regulations/002, dated November 17, 2023

"NET METERING SCHEME" Net Metering Scheme means the metered prosumers of a Licensee under agriculture (LMV-5) category or domestic consumers under LMV-1 category who intends to/ has set up a grid connected rooftop solar PV system in the consumer premises, which can be selfowned or third party owned wherein the energy imported from the grid and the energy exported to the grid interactive rooftop solar PV system are netted out through single bi-directional energy meter. Net metering scheme shall also be available to following consumer categories mentioned in Rate Schedule for FY 2023-24 in Tariff Orders dated May 24, 2023 of Distribution Licensees (MVVNL, PVVNL, PuVVNL, DVVNL, KESCO & NPCL).

(I) All Public Institutions covered under LMV-4A consumer category of the Rate Schedule except such consumers which are covered under LMV-4A(c) as provided in the Rate Schedule.

(II) Private research institutes, and schools / colleges/educational institutes covered under Private Institutions under LMV-4B consumer category of the Rate Schedule.

(III) Public Institutions akin and similar to those mentioned in (I) above but covered under HV-1 consumer category of Rate Schedule.

(IV) Private Institutions akin and similar to those mentioned in (II) above but covered under HV-1 consumer category of Rate Schedule.

"NET METERING" means an arrangement for measurement of energy in a system under which rooftop solar PV system installed at eligible consumer's premises as given above delivers surplus electricity, if

any, to the Distribution Licensee after off-setting the electricity supplied by Distribution License during the applicable billing period.

Energy Accounting and Settlement

A third-party RESCO installs and owns the Solar Rooftop system on a customer's property. Under Net-metering arrangement, the system is connected to the electrical grid, and a bidirectional meter measures both the electricity consumed from the grid and the excess electricity generated by the Solar Rooftop system. When the system produces more electricity than the customer uses, the surplus is fed back into the grid, and customers are billed based on the net electricity consumed.

The RESCO developer will enter into Power Purchase Agreement (PPA) with Rooftop Owner, valid for 25 (Twenty-Five) years for supply of electricity generated from the RTS Project determining the terms of payment and the rate at which the customer purchases electricity from the RESCO. This arrangement enables customers to benefit from renewable energy without the upfront costs, while RESCOs can invest in and maintain the systems, fostering wider adoption of sustainable energy practices.

The energy accounting and settlement procedure for the Rooftop Owner / RESCO developer operating rooftop solar PV system under Net-metering arrangement shall be as per the following procedure:

(i) The Rooftop Owner has to purchase entire solar power generated from the Rooftop Solar PV system from the RESCO developer at the discovered tariff. However, no solar power will be purchased by Rooftop owner for deemed generation during grid failure or power outage due to anti-islanding protection feature of grid tied inverter.

(ii) The Discom shall adjust the quantity of surplus injected electricity by the rooftop solar PV system in the monthly bill of the rooftop owner at the same tariff as electricity imported from the grid, as provisioned in the Net Metering facility, as per UPERC RSPV Regulation 2019.

Building To be covered in this tender:

(i)	**Government Buildings**	Buildings of both Central & State Government, Local Government covering all Government Offices situated in U.P.
(ii)	**Government Institutions**	Government Institutions, Public Sector Undertakings, all buildings owned by Government directly or by any Government owned societies, companies, corporations, Institutions or Organizations, Government educational/ health institutions situated in U.P.

Detailed list is enclosed as Annexure

3. BID DETAILS

The bidding process under this rooftop scheme is for 500 MW capacity under RESCO Model on Net-metering basis. Bidder shall submit bids for the minimum aggregate bid capacity of 5 MW and maximum bid capacity of 500MW.

3.1 SIZE OF THE PROJECTS:

The size of each project shall be in the range from above **25 kW to 2000 kW** only. One project may however comprise of several rooftop units. Each roof top unit can separately connect with the grid and may have separate meters. Not more than one project will be allowed for one meter consumer number, subject to maximum project size of 2000kW.

3.2 BID CAPACITY:

In exceptional circumstances, wherein the aggregate capacity offered by the successful bidders is less than 500 MW, remaining capacity can be transferred to other eligible bidders on demand by the successful bidder and on submission of PBG for demanded capacity. Director, Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA) reserves the right to allocate additional capacity to the Firms based on the performance and speedy work execution.

UPNEDA reserves the right to allocate part capacity also to the bidder on the basis of outcome of the bidding. Also, if central/ state Govt. PSU agree to work as RESCO on the discovered tariff, UPNEDA will allow and allocate the capacity to them on submission of required PBG & other required documents.

3.3 BID DETAILS

Bidder must meet the eligibility criteria 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 eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.

In case of a Bidding Consortium, the Financial Eligibility criteria like Annual turnover or Net worth as indicated in Clause 5 shall be fulfilled by the Lead Member or Parent Company of the Lead Member while the Technical Eligibility Criteria shall be fulfilled by consortium members. In case bidder is a consortium, a Consortium Agreement as per the Format shall be furnished along with the bid.

Financial Consortium is not allowed in this Bidding Process. Consortium is only permitted for Technical Partnership as per Format. Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that no change in the controlling equity of the Bidding Company is done before 1 year from the date of commissioning of the sanctioned capacity requires prior approval of UPNEDA. All members of the consortium should be registered as a Company only. However, Members of the Consortium may form the Project Company as specified.

Bidder including its member of the consortium can submit one bid only.

Bidder can however use the technical and financial strength of its Parent Company/Affiliate's to fulfil the Technical and/or Financial Eligibility criteria mentioned below. In such case, Bidders shall submit an Undertaking from the Parent Company as per Format and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format, Company Secretary certificate towards shareholding pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company.

NB: If the bidder's submitted information is found to be false declaration or misrepresentation, the bidder(s) shall be out rightly rejected or debarred or blacklisted from UPNEDA's future tenders

3.4 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the website of ETS Portal https://www.bharat-electronictender.com .

Note: Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS Portal website by using the Login ID & Password provided by ISN-ETS Portal during registration (Refer Annexure - D). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS Portal and downloading the official copy of RfS.

2. Tender FEES (NON-REFUNDABLE)

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with Tender Fee. Tender fee INR 29,500/- inclusive of GST, The tender Fee is to be furnished through Demand Draft (DD) drawn in favour of "Director UPNEDA", payable at Lucknow. A bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid. In case the Bidder chooses to submit the amounts pertaining to Tender Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DD, as part of the offline bid submission.

DOCUMENT PROCESSING FEE (NON-REFUNDABLE)

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with DOCUMENT PROCESSING FEE. Document Tender Fee = **INR 10,000 X Quoted Bid Capacity in MW upto maximum of Rs 5 Lakhs.** inclusive of GST, the document processing Fee is to be furnished through Demand Draft (DD) drawn in favour of "Director UPNEDA", payable at Lucknow. A bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid. In case the Bidder chooses to submit the amounts pertaining to Tender Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DD, as part of the offline bid submission.

The bank details of UPNEDA have been mentioned below. Bids submitted without Tender Fee, may be liable for rejection by UPNEDA

Name & Address of Account Holder	Uttar Pradesh and Renewable Energy Development Agency
Bank Name	Central Bank of India
Email	Bmluck3964@centralbank.co.in
Account No	2185286335
IFSC Code	CBIN0283946
MICR Code	226016035

3. Earnest Money Deposit (EMD)

1. The Bidder shall furnish Interest Free Bid Bond in the form of Bank Guarantee (BG) valid for a period of ninety (90) days beyond the validity of the Bid from the last date of bid submission, shall be submitted by the Bidder along with their bid as per the prescribed format 8.3A of this RfS, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

   The formula applicable to calculate the Bid Bond/ EMD amount will be:
   Bid Bond/ EMD amount = (INR 10,00,000) X Quoted Bid Capacity in MW

2. **Forfeiture of EMD**:

The BG towards EMD shall be encashed by UPNEDA without any notice, demure, or any other legal process upon occurrence of any of the following cases:

a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;

b. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

c. If the bidder fails to furnish required Performance Bank Guarantee in accordance with the RfS.

3. The EMDs of all Bidders, who's Bids are declared non-responsive, shall be returned and released by UPNEDA within thirty (30) days after the date on which the Financial Bids are opened.
4. The EMDs of all unsuccessful Bidders shall be returned and released by the UPNEDA within a period of thirty (30) days of the occurrence of the earlier of the following:

a) Submission of the Performance Bank Guarantee as per Clause 4 of the RfS and the execution of the RfS Documents (as applicable) by the Successful Bidder(s); or

b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders.

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

6. The EMD of the Successful Bidder(s) shall be returned on the submission of Performance Bank Guarantee as per Clause 4 of the RfS.

4. PERFORMANCE BANK GUARANTEE (PBG)

4.1 Bidders selected by UPNEDA based on this RfS shall submit Performance Guarantee Within 30 days from the date of issue of Letter of Award or before the signing of the agreement with UPNEDA, whichever is earlier., Successful Bidder shall furnish the Performance Security for the allocated capacity only.

The formula applicable to calculate the PBG amount will be:

PBG amount = (Rs. 10,00,000) x Allocated Capacity in MW.

The Performance Guarantee shall be initially valid for a period of eighteen (18) months after signing of agreement with UPNEDA. It may be noted that successful bidders shall submit the Performance Guarantee according to the Format 8.3 B.

Non-submission of PBG within the above-mentioned timelines shall be treated as follows:

a) Non submission of the PBG by the Successful Bidder(s) may lead to cancellation of the Letter of Award of such Successful Bidder(s) by UPNEDA, and thereafter, the provisions of Clause Forfeiture of EMD shall be applicable.

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

Delay beyond 1 month from the due date of submission of PBG: The Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

4.3 The RESCO DEVELOPER shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. In case of the Project being implemented through an SPV incorporated by the

successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Bid.

4.4 The format of the Bank Guarantees prescribed in the Formats 8.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding agreement with UPNEDA shall not be signed.

4.5 UPNEDA has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by UPNEDA in terms of the guarantee as in the case of appropriation of the cash deposit lying with UPNEDA.

4.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

4.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message/email is transmitted by the issuing bank and a confirmation in this regard is received by UPNEDA/Govt. Building/ Institution owner.

4.8 UPNEDA shall return / release the Performance Bank Guarantee within forty five days (45) after the Commissioning of entire capacity awarded and after taking into account any liquidated damages due to delays in commissioning as per Clause 7.1 mentioned in the RfS .In case of part commissioning, PBG, corresponding to the part capacity commissioned, will be released within 45 days of such part-commissioning.

4.9 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of UPNEDA under this Agreement.

5. AGREEMENT

5.1 An agreement for execution of the work shall be signed by the Successful Bidder with UPNEDA within 30 days of communication from UPNEDA. In case agreement is not executed within the stipulated time, the earnest money will be forfeited. A formal agreement for a period of 01 (one) year shall be entered into between UPNEDA and the Successful bidder for the proper fulfilment of the work. The expenses of completing and stamping of the agreement shall be paid by the successful bidder.

5.2 RESCO developer selected shall enter into Power Purchase Agreement (PPA) with Govt. Building/ Institute owner based on this RfS. A copy of standard Power Purchase Agreement to be executed between RESCO Developer and Govt. Building/ Institute owner will be made available on website ISN-ETS ***https://www.bharat-electronictender.com*** and also in UPNEDA website www.upneda.org.in. The PPA shall be valid for a period of 25 years as per provisions of PPA.

5.3 Any extension of the PPA period beyond 25 years shall be through mutual agreement between the RESCO developer and Govt. Building/ Institution owner.

6 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

(i) The Project shall achieve Financial Closure within 06 (six) months from award of LoA.

At this stage, the Successful Bidder shall report 100% tie-up of Financing Arrangements for the Projects. In this regard the Successful Bidder shall submit letter from all financial agencies, indicating the tie up of funds for all projects. In case the funds have been arranged from its internal resources a Board Resolution certifying the same Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) shall be submitted by the bidder.

(ii)The Successful Bidder will have to submit the required documents to UPNEDA at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, UPNEDA shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

7 COMMISSIONING

The Commissioning of capacity of projects awarded shall be carried out by the Successful Bidder in line with the procedure mentioned in RfS document The Successful Bidder shall commission the awarded capacity of 250 MW or less than 250 MW is within twelve (12) Months and for more than 250 MW is 18 months from date of signing of agreement with UPNEDA.

7.1 COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING

a. The Scheduled Commissioning Date (SCD) for commissioning of the full awarded capacity of the Project shall be the date as on 12 months from signing of agreement with UPNEDA.

b. The maximum time period allowed for commissioning of the full awarded/ allocated Capacity with applicable liquidated damages, shall be limited to the date as on 6 months from the SCD or the extended SCD (if applicable).

c. In case of delay in commissioning of total capacity of Project beyond the SCD until the date as on 18 months from award of LoA, as part of liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis. For e.g., if commissioning of the capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (18/180). For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

d. i) For Delay in commissioning upto 6 (six) months from Scheduled Commissioning Period, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.

ii) For Delay in commissioning beyond six months from Scheduled Commissioning Period, Successful Bidder Event of Default, as per the RfS, shall be considered to have occurred and

the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. LoA for balance capacity not commissioned shall be terminated.

8 COMMERCIAL OPERATION DATE (COD)

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of that capacity by the building owner / institute.

9 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

9.1 The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoA, the Successful Bidder shall indicate its shareholding in the company indicating the controlling shareholding after issuance of LoA and alongwith submission in RfS.

9.2 Following shall not be considered as change in shareholding as mentioned above:

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of agreement with UPNEDA), insolvent, insane of existing shareholders.
4. Transfer of shares within the members of Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares.

9.3 **In case of Project being executed through SPVs**: The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the Agreement with UPNEDA, shall not fall below 51% at any time prior to 02 (Two) year from the Commissioning of entire capacity, except with the prior approval of UPNEDA. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the capacity, shall not fall below 51% at any time prior to 01(one) year from COD, except with the prior approval of UPNEDA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

9.4 **In case of the successful Bidder itself executing the capacity,** it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year from the capacity commissioned, except with the prior approval of UPNEDA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

9.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid-up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after Commissioning of capacity.

9.6 Any change in the shareholding after the expiry of 01 year from Commissioning of capacity can be undertaken under intimation to UPNEDA.

10 STRUCTURING OF THE BID SELECTION PROCESS

10.1 Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in the RfS.

11. INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.

Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure - D and Annexure - E

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 8.1**
2. 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 8.2**

3. Submission of Earnest Money Deposit (EMD) Bank Guarantee as per **Format 8.3 A**

4. Board Resolutions, as per prescribed formats enclosed as per **Format 8.4** 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 response to RfS and in the event of selection of the Projects and to sign the agreement with UPNEDA. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
    b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
    c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 8.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

6. Format for Financial Requirements as per **Format 8.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

7. A disclosure statement as per **Format 8.7** regarding participation of any related companies in the bidding process.

8. Attachments

a. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of Agreement, if the bidder is selected as Successful bidder.

- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of agreement with UPNEDA.

b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.

c. A certificate of shareholding of the bidding company, its parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RfS to UPNEDA as per Instructions to Bidders (ITB) of RfS. UPNEDA reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2021-22, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted

e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

12 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

12.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

12.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of agreement in terms of Instructions to Bidders, ITB of RfS.

12.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, UPNEDA reserves the right to reject such response to RfS and/ or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

12.4 If the event specified at 12.3 is discovered after the Effective Date of agreement, consequences specified in agreement shall apply.

12.5 Response submitted by the Bidder shall become the property of the UPNEDA and UPNEDA shall have no obligation to return the same to the Bidder.

12.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, draft PPA and Agreement to be signed with UPNEDA) submitted online must be digitally signed by the person authorized by the Board as per Format 8.4.

12.7 The response to RfS shall be submitted as mentioned in Instructions to Bidders (ITB) of RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, UPNEDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

12.8 The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the **relevant Bid-part** is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

12.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

12.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

12.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by UPNEDA.

12.12 Response to RfS not submitted in the specified formats will be liable for rejection by UPNEDA.

12.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

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

12.16 All the financial transactions to be made with UPNEDA including but not limited to submission of Bank Guarantees, delay charges and any additional charges (if required), shall attract additional amount of 18% GST on each transaction, unless specified otherwise.

13 NON-RESPONSIVE BID

The electronic response to RfS submitted by the bidder along with the documents submitted online to UPNEDA shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

(a) Non-submission of Tender Fee as mentioned in the Bid Information Sheet;
(b) Non-submission of Earnest Money Deposit (EMD) Bank Guarantee of requisite value or of requisite validity or on prescribed format 8.3 A along with RfS document.
(c) Response to RfS not received by the due date and time of bid submission;
(d) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
(e) Non-submission of the original documents mentioned in Instructions to Bidders (ITB) of RfS by due date and time of bid submission;
(f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
(g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
(h) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

14 METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

14.a DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as "**Bidding Envelope containing i) Covering Envelope, ii) Pass Phrase Envelope -1 & iii) Pass Phrase Envelope -2"** at the top of the Envelope and **"Name & Address of the Bidder"** on the left hand side bottom must contain the following:

I. **Covering Envelope**: Super scribed as "**Covering Envelope**" must contain the following

- Tender Fee in the form DD/ Pay Order as mentioned in the Bid Information Sheet or if transferred through RTGS, UTR no. and details to be submitted.
- Earnest Money Deposit Bank Guarantee as mentioned in Bid (as per Format 8.3A)..
- Covering Letter as per Format-8.1
- Power of Attorney as per Format 8.2 (if applicable),
- Board Resolution as per Format 8.4
- Consortium Agreement as per Format 8.5 (if applicable)
- Copy of GSTN along with respective registered address of the Bidder on the letterhead of the Bidder (signed by the Authorized signatory)
- Non Blacklisting Declaration on Non-Judicial Stamp of appropriate value duly notarized.

II. **Pass-Phrase Envelope-1**: Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope.

III. **Pass-Phrase Envelope-2**: Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope.

The bidding envelope shall contain the following sticker

Response to RfS for Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-Metering Basis.	
Cumulative Capacity of the projects applied for	_____ *MW*
RfS Reference No.	----------
Submitted by	*(Enter Full name and address of the Bidder)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow Phone:-9415609012, TeleFax: 0522-2720779, 0522-2720829 Email: compneda@rediffmail.com/ ho_ajai@rediffmail.com Website: www.upneda.org.in

14.b DOCUMENTS TO BE SUBMITTED ONLINE

Detail instructions to be followed by the bidders for online submission of response to RfS as stated as Annexure-C and D. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Tender fee submitted shall be encashed. The bid shall not be processed further in such case.

All documents of the response to RfS submitted online must be digitally signed on ***(https://www.bharat-electronictender.com)*** which should contain the following:

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below

(a) Formats as elaborated in Clause No. 11 above, Instructions to Bidders (ITB).

i) Format of Covering Letter (Format 8.1)
ii) Format of General Particulars of Bidder (Format 8.2)
iii) Format for Power of Attorney (Format 8.3)
iv) Format for Earnest Money Deposit Bank Guarantee (Format 8.3 A)
v) Format for Performance Bank Guarantee (PBG) (Format 8.3 B)
vi) Format for Board Resolutions (Format 8.4)
vii) Format for Consortium Agreement (Format 8.5)
viii) Format for Financial Requirement (Format 8.6)
ix) Format for Disclosure (Format 8.7)
x) Format for submission of Financial Bid (Format 8.8)
xi) Scanned copy of Non Blacklisting Declaration on Non-Judicial Stamp of appropriate value duly notarized.

(b) All attachments elaborated in Clause No. 11 above, Instructions to Bidders (ITB), under the sub-clause 10, Attachments with proper file names.

(c) All supporting documents regarding meeting the technical and financial eligibility criteria as per the clause 1, 2 of Part-IV.

The bidder will have to fill the Electronic Form provided at the ISN-ETS Portal as part of Technical Bid.

II. Financial Bid (Second Envelope)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

(a) Financial bid as per Format- of this RfS document

Only single tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS Portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.

(b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.

(c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

(d) The Bidders have the option of sending their Offline Documents either by Registered Post or Speed Post or Courier or by Hand Delivery, so as to reach UPNEDA Office by the Bid Deadline. Documents submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances

(e) In case the Bidder submits the online documents on ISN-ETS Portal within the bid submission deadlines and fails to submit the offline documents in the office of UPNEDA within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS Portal. Similarly, bids submitted offline but without any online submission on ISN-ETS Portal shall not be opened and the EMD shall be returned to the respective bidder.

15 VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid Validity"). UPNEDA reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

16 BID PREPARATION COST

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. UPNEDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

17 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

a) Clarifications/ Doubts, if any, on RfS document may be sought on email. UPNEDA will make all efforts to respond to the queries.

b) A compiled list of questionnaires and UPNEDA's response will be uploaded on the website of UPNEDA for information of all concerned in www.upneda.org.in All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere. Enquiries/clarifications may be sought by the Bidder from**:**

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 9415609005 ,
Tele Fax: 0522-2720779, 0522-2720829
Email: compneda@rediffmail.com,ho_ajai@rediffmail.com
Website: www.upneda.org.in

18. UPNEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfS 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 Bid, at its sole discretion. UPNEDA's decision in this regard shall be final and binding on the Bidders.

19. RIGHT OF UPNEDATO REJECT A BID

UPNEDA reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

20. POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. signing of Agreement with UPNEDA, Commissioning etc. will be the sole responsibility of Successful Bidder. UPNEDA shall not be liable for issuing any intimations/reminders to RESCO Developer for timely completion of milestones and/or submission of compliance documents.

PART - IV

QUALIFYING REQUIREMENTS FOR BIDDERS

ELIGIBILITY CRITERIA

Proposed Capacity distribution:

	Tendered Capacity	Minimum Bid Capacity	Maximum Bid Capacity
RESCO on Net-metering basis.	500 MW	5 MW	500 MW

The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises who are registered and incorporated in India and engaged in the business of Power/ Infrastructure, Limited Liability Partnership Firms registered as per LLP Act 2008, barring any State/ Central Government Department as well as those firms against whom sanction for conducting business is imposed by Government of India or by any State Govt. and barring those firms with whom business is banned by the Employer.

A copy of certificate of incorporation shall be furnished along with the bid in support of above.

1. TECHNICAL ELIGIBILITY CRITERIA:

The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants and Solar Systems under RESCO Mode of cumulative Capacity of not less than 1500 kW in the last 05 (Five) Financial Years and till last date of bid submission. The Grid Connected SPV Power Plants under RESCO Mode must be commissioned and should be satisfactory operational. (Copy of certificate of successful commissioned & operational plant from the concerned organization to be mandatorily enclosed)

2. FINANCIAL ELIGIBILITY CRITERIA:

2.1 NET WORTH

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a. The Net Worth of the Bidder should be equal to or greater than INR 80 Lakhs per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2022-23., if available, or FY 2021-22, or as on the day at least 7 days prior to the bid submission deadline.

b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.

c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with theCompanies Act, 2013 and any further amendments thereto.

d. The lead member of the consortium should have holding not less than 51% of the voting rights and paid up share capital.

2.2 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per 2.1 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

2.3 For the purposes of meeting financial requirements, only latest 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.

2.4 A Company/ Consortium would be required to submit annual audited accounts as on the last date of previous Financial Year, i.e. FY 22-23, or as on the day at least 7 days prior to the bid submission deadline, along with net worthannual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.
Note:In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

2.5 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

2.6 In case of any currency for which RBI reference rate is not avaialable, 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. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 2.4 above.

2.7 In case the response to RfS is submitted by a Consortium, then the financial requirement (Net-Worth requirements, if applicable) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100MW, then, total Net-Worth to be met by the Consortium is Rs. 1.07 Crores x 100MW = Rs. 107 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 74.90 Crores and to be met by Consortium Member B would be Rs. 32.10 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.

3. JOINT VENTURE CRITERIA

In case the bid is submitted by a Joint venture (JV) or Consortium of two or more firms as partners, the leadpartner will be required to meet the financial eligibility criteria

All the partners of the JV/ Consortium must meet collectively 100% of Technical Eligibility Conditions givenabove.

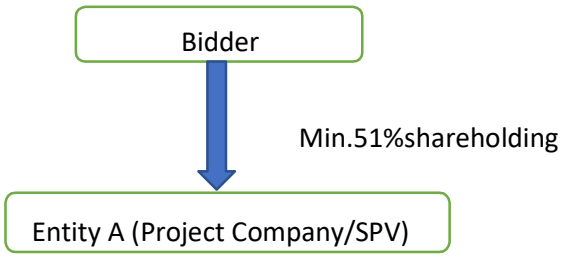
A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Agreement with UPNEDA. Multiple SPVs may also be incorporated for executing more than one Project.

Any consortium, if selected as Successful Bidder for implementation of Rooftops as RESCO shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of Agreement with UPNEDA, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of Agreement and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to RfS up to one year after the installation & commissioning of awarded project capacity. Transfer of controlling shareholding will however be allowed after commissioning of awarded project capacity with the permission of UPNEDA, subject to the condition that, the management control remains within the same companies.

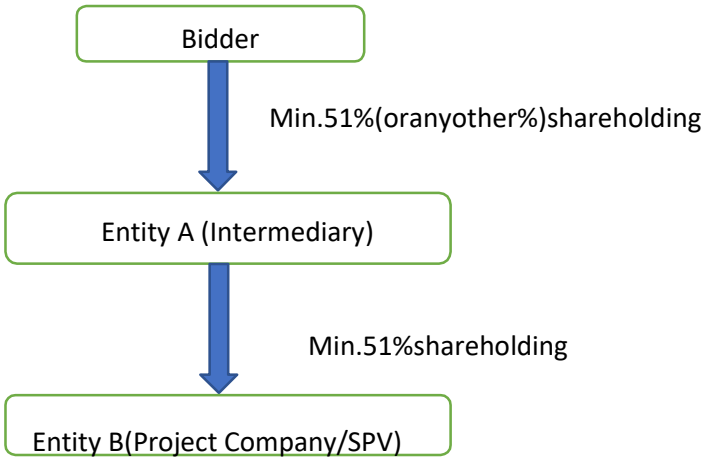
The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same

Scenario1:



Scenario2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS

A Joint Venture (JV), may or may not be incorporated as a Registered Company.

A Joint Venture (JV), if incorporated as a Registered Company, is required to submit EMD and Performance Security in the name of Joint Venture only. In case of Consortium or a JV has not formed a Registered Company, the EMD and Performance Security shall be submitted in the name of Lead Partner only.

JV is required to submit Form of Undertaking by the JV Partners and Form of Power of Attorney as per prescribed formats. Consortium is required to submit Form of Undertaking by the Consortium Partners and Form of Power of Attorney as per prescribed formats.

JV/ Consortium is also required to declare detailed scope of work to be executed by each partner of JV.

PART - V

BID EVALUATION AND SELECTION OF DEVELOPER

1 BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

The evaluation process comprises the following five steps:

- Step I – First Envelope (Technical Bid) Evaluation
- Step II – Second Envelope (Financial Bid) Evaluation
- Step III – Reverse Auction
- Step IV – Successful Bidder(s) selection

A. STEP I - FIRST ENVELOPE (TECHNICAL BID) EVALUATION

The first envelope (Technical Bid submitted online) of only those bidders will be opened by UPNEDA whose required documents as mentioned at Clause No. 14, Instructions to Bidders (ITB) of this RfS are received at the office of UPNEDA on or before the due date and time of bid submission.

a.1 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

a.2 Subject to Clause No.13, Instructions to Bidders (ITB) of this RfS, UPNEDA will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, UPNEDA may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by UPENDA within 05 (Five) days from the date of such intimation from UPNEDA. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. UPNEDA shall not be responsible for rejection of any bid on account of the above.

a.3 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. Bid not uploaded at ISN-ETS Portal website https://www.bharat-electronictender.com complete with all documents.

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

iii. Bid not received by the due date and time

iv. Bid having Conflict of Interest

v. Bid being conditional in nature

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

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

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

B. STEP II - SECOND ENVELOPE (FINANCIAL BID) EVALUATION

In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff Bid" quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

b.1 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.

b.2 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff per kWh. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

b.3 On completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of UPNEDA. Thereafter, UPENDA will take appropriate action as deemed fit.

b.4 If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

b.5 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause No. 3.2

b.6 The bidder who has quoted lowest Tariff shall be declared as L1 bidder of first round. The bids shall be arranged starting from L1 (bidder who has quoted lowest Tariff), L2 (bidder who has quoted second lowest tariff), L3……nth bidder.

b.7 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	*L1*
B2	₹ 2.20 (Tariff in ₹/ kWh)	*L2*
B3	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B4	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B5	₹ 2.43 (Tariff in ₹/ kWh)	*L4*
B6	₹ 2.60 (Tariff in ₹/ kWh)	*L5*
B7	₹ 2.70 (Tariff in ₹/ kWh)	*L6*
B8	₹ 2.80 (Tariff in ₹/ kWh)	*L7*
B9	₹ 2.93 (Tariff in ₹/ kWh)	*L8*

After this step, the shortlisted bidders shall be invited for the Reverse Auction

C. STEP III - REVERSE AUCTION

The reverse auction shall be conducted through https://www.bharat-electronictender.com portal on the day as intimated by UPNEDA to the eligible bidders.

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

Assuming

T = Total Techno-Commercially Qualified Bidders,

$\mathbf{T_{RA}}$ = Total Eligible Bidders for Reverse auction,

n =Total number of techno-commercially qualified Bidders (after ranking is done in ascending order from L1 onwards)

Case	Condition	Formula	Total Eligible Bidders for e-RA
Case-I	T<=2	n=T	From 1st to 'n'th bidder in ascending order
Case-II	T>2	i) T_{RA} = (T/2) if 'T' is even, and ii) T_{RA} = ((T+1)/2) if 'T' is odd n = T_{RA} or 2 whichever is higher	

C.1 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further at least two hours before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the above criteria.

C.2 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS Portal website of reverse auction 15 minutes before the start time of reverse auction.

i. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

ii. The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

iii. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

iv. During reverse auction, the Bidder shall not have the option of changing the total quoted capacity while quoting tariff during reverse auction.

v. In the bidder's bidding window, the following information can be viewed by the bidder:

a) Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
b) The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
vi. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 08 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as follows:

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

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

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

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

D. STEP IV – Successful Bidder(s) Selection

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

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

II. On the basis of the Auction Summary and Tender Summary, the Eligible Bidder(s) would be placed in the ascending order of their last quoted bid rates. Eligible Bidder with RA L1 Tariff will be top on the list followed by the other Eligible Bidder in the Auction Summary based on increasing order of their last quoted rates during the Reverse Auction.

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

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

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

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

IV. From the list prepared in accordance with Clause II above, all the technically qualified Bidders shall be invited to match the RA L1 Tariff. Upon their due acceptance in writing of RA L1 Tariff, such Bidder(s) shall become Successful Bidder(s) along with Eligible Bidder with RA L1 Tariff and LOA shall be issued to them as per Work Allocation prescribed in this RfP.

V. In extraordinary circumstances, Competent Authority shall decide as regards work allocation or adjustment of allocated work amongst Successful Bidders

VI. The Letter(s) of Award shall be issued to all such Successful Bidder(s) selected as per the provisions of this RfS. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium. 50% of project capacity of sites identified / finalized by UPNEDA (list attached) based on receipt of consent from the concerned building owner will be allocated to L1 bidder maximum upto quoted capacity, rest capacity will be distributed equally in sequence of L2, L3……..& so on.

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

VIII. Each Successful Bidder shall unconditionally accept the LoA, and record on one (1) copy of the LoA, "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 LoA.

IX. An agreement for execution of the work shall be signed by the Successful Bidder with UPNEDA within 30 days of communication from UPNEDA. In case agreement is not executed within the stipulated time, the earnest money will be forfeited. A formal agreement for a period of 01 (one) year shall be entered into between UPNEDA and the Successful bidder for the proper fulfillment of the Work. The expenses of completing and stamping of the agreement shall be paid by the successful bidder.

X. UPNEDA, in its own discretion, has the right to reject any one or all Bids if the Single Quoted Tariff after reverse auction is not aligned to the prevailing market prices.

In all cases, UPNEDA decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

PART - VI

GENERAL CONDITIONS OF CONTRACT (GCC)

"UPNEDA" shall mean The Director of UPNEDA or his representative and shall also include its successors in interest and assignees. The "RESCO Developer" shall mean (successful bidder) i.e. the Eligible Bidder(s) who quoted the RA L1 Tariff for bid pursuant to this RFP for implementation of Projects as per the terms and condition of the RFP Documents or the Eligible Bidder(s) other than Bidder with RA L1 Tariff who participated in reverse auction process and duly agrees in writing to match RA L1 Tariff after completion of reverse auction process and to whom LoA has been awarded.

The agreement shall be valid for 12 month. All the allocated work shall be completed on turnkey basis within 12 months on Build own, operate and Maintain basis as RESCO and supply of Solar Power at the provided tariff to Govt. Building/ institute in the State of Uttar Pradesh, from the date of allocation of capacity.

That on the request of the bidder and also in the interest of the organization the "UPNEDA" is authorized to extend the validity of the agreement, subject to that the request of the bidder is received before the expiry of the agreement period, or any extended period granted to the bidder. Maximum period of extension shall be 6 months on the same terms and conditions as contained in this agreement.

The agreement shall be deemed to be extended till the date of completion of last work order subject to the completion period as provided in the clause 1.3.

1 SCOPE OF WORK

1.1. The Scope of work for the bidder include feasibility of installation in identified buildings, Obtaining No Objection Certificate (NOC) from Distribution Company (DISCOM) for grid connectivity, execution of allocated capacity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including Operation and Maintenance (O & M) of the project a period of 25 years after commissioning of the projects as per UPNEDA's acceptance.

2 FIXED TARIFF

2.1 The Fixed Tariff of 25 years shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a "single responsibility" basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (25 years for RESCO in Net-metering), goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above. The fixed tariff should be quoted while accounting for the cost of grid-connectivity and net metering application/security deposit etc. All costs associated with Net-metering will have to be borne by the successful bidder.

The rooftop owner will purchase entire generated solar power from the RESCO developer at the discovered tariff & surplus energy will be exported to the grid for adjustment in the monthly bill as per the Net-metering mechanism.

The fixed tariff quoted is on lump sum turnkey basis and the bidder is responsible for the total Scope of

work described at Clause 1.1 above. Fixed tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment of amount irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

Fixed tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable by UPNEDA.

The Operation & Maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 25 years
During O&M period and project life span period Rooftop owner will provide support to the developer for the requirement of Electricity & water services for maintenance of the plant.

The fixed tariff shall be specified in sanction letter based on Successful Bidder's quote for each project. The fixed tariff shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the UPNEDA and incorporated into the sanction letter.

The Bidder shall complete the Price Bid furnished in the RfS Documents

3. INSURANCE

The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum- erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance including watch and ward during O&M period.

The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

4. WARRANTIES AND GUARANTEES

The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 25 years from the date of commissioning of projects. The successful bidder has to transfer all the Guarantees/ Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and UPNEDA will not be responsible in any way for any claims whatsoever on account of the above.

5. TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards as detailed in the Part - VII (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

The specifications of the components should meet the technical specifications mentioned in Bid.

Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

6. OPERATION & MAINTENANCE (O & M) GUIDELINES TO BE MANDATORILY FOLLOWED BY BIDDERS

The bidder shall be responsible for all the required activities for successful operation and maintenance of the Rooftop Solar PV system for a period of 25 years for projects from the date of commissioning of the plant.

For system sizes above 25 kWp, below mentioned guidelines, shall be followed. In addition, O & M practices shall be strictly followed.

O&M of Solar Power Plant shall be compliant with grid requirements to achieve committed energy generation.

Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.

Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It's the responsibility of the bidder to get the modules cleaned during O & M Period. Roof Top Owner is responsible for such obligation of bidder so as to achieve guaranteed CUF.

Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and breakdown maintenance.

Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required.

Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipments and materials as per manufacturer's / supplier's recommendations.

All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the Bidder. The testing equipments must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.

If negligence/ mal-operation on part of the Bidder's operator results in failure of equipment, such

equipment should be repaired/ replaced by the Bidder free of cost.

Co-ordination with Owner / DISCOM / CEIG as per the requirement for Joint Metering Report (JMR). The person in charge present at site from bidder's side shall take a joint meter reading in the presence of rooftop owner on a monthly basis. Furnishing generation data (JMR) each month to UPNEDA positively by 1st week of every month for the previous month.

Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.

For any issues related to operation & maintenance, a toll-free number shall be made available to the rooftop owner/ plant owner to resolve within 72 hours.
If any jobs covered in O&M Scope as per RFS are not carried out by the contractor/ Bidders during the O&M period, the Engineer-In-Charge shall take appropriate action as deemed fit. UPNEDA reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the Bidder. Failure to adhere to above guidelines will result in penal action including debarring from participation in next tender.

7. METERING AND GRID CONNECTIVITY

Metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). UPNEDA/ SNA could facilitate connectivity; however, the entire responsibility lies with bidder only.

Under Net-metering arrangement, the system is connected to the electrical grid, and a bidirectional meter measures both the electricity consumed from the grid and the excess electricity generated by the Solar Rooftop system. When the system produces more electricity than the customer uses, the surplus is fed back into the grid, and customers are billed based on the net electricity consumed.

8. PLANT PERFORMANCE EVALUATION

The developer will declare the annual CUF of the Project at the time of submission of response to RfS, who shall be allowed, to revise the annual CUF once within first year of Commercial Operation Date (COD). Thereafter, the CUF for the project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 15%. Developer shall maintain generation so as to achieve annual CUF within +10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15% and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years
The annual CUF will be calculated every year form 1st April of the year to 31st march next year.

The bidder should send the periodic plant output details to UPNEDA for ensuring the CUF.

Submission of Project Completion Report (PCR)

The bidder shall submit the Project Completion Report (both in editable soft copy and signed hard copy) after commissioning of the project as per the Scope of RFS to UPNEDA as per the Format. Non-submission of the report shall be considered as "Breach of Contract" and shall attract punitive actions as per the relevant provisions of the Contract. However, the decision of Engineer - in - charge shall be final in this regard.

9. PROJECT INSPECTION

The project progress will be monitored by UPNEDA and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from UPNEDA or any agency/ experts designated / authorised by UPNEDA from time to time. UPNEDA shall depute a technical person(s) from its list of empanelled experts/ agencies updated from time to time for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufacturer's facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required. The cost of Inspection to be carried out by UPNEDA shall be borne by UPNEDA. The cost of re-inspection, if any shall be borne by Vendor. The projects shall be inspected at any time during commissioning or after the completion of the project.

10 APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India.

11 SETTLEMENT OF DISPUTE

If any dispute of any kind whatsoever arises between UPNEDA and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause 12.1, shall be finally settled by arbitration.

12 FORCE MAJEURE

"Force Majeure" shall mean any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays the Contractor in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Contractor Company and could not have been avoided if the Contractor had taken reasonable care or complied with Prudent Utility Practices:

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating

from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);

b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
c) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Successful Bidder/Project Company or those employed or engaged by the Contractor.

Notwithstanding the provisions of clauses contained in this RfS document, the contractor shall not be liable to forfeit (a) PBG for delay and (b) termination of contract, if he is unable to fulfill his obligation under this contract due to force majeure conditions.

For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a “Force majeure” situation exists or not, shall be decided by UPNEDA and its decision shall be final and binding on the contractor and all other concerned.

In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, UPNEDA has the right to terminate the contract in which case, the PBG shall be refunded to him.

If a force majeure situation arises, the contractor shall notify UPNEDA in writing promptly, not later than 14 days from the date such situation arises. The contractor shall notify UPNEDA not later than 3 days of cessation of force majeure conditions. After examining the cases, UPNEDA shall decide and grant suitable additional time for the completion of the work, if required.

13 LANGUAGE

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other date shall be in English Language. The contract agreement and all correspondence between the UPNEDA and the bidder shall be in English language.

14 OTHER CONDITIONS

The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of UPNEDA in writing.

The Successful bidder or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of UPNEDA and owner of the Rooftop.

The Successful bidder or its subcontractors shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.

UPNEDA will not be bound by any Power of Attorney granted/ issued by the Successful bidder or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by UPNEDA after obtaining proper legal advice, the cost of which will be chargeable to the Successful bidder concerned.

14.1 SUCCESSORS AND ASSIGNEES:

In case UPNEDA or Successful bidder may undergo any merger or amalgamation or a scheme of arrangementor similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

14.2 SEVERABILITY:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

14.3 COUNTERPARTS:

This contract may be executed in one or more counterparts, each of which shall be deemed an original &all of which collectively shall be deemed one of the same instrument.

14.4 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES:

This contract is not intended & shall not be construed to confer on any person other than the UPNEDA &Successful bidder hereto, any rights and / or remedies herein.

15. LIQUIDATED DAMAGES:

The Successful Bidder shall complete the entire scope of work within 12 months from signing of agreement with UPNEDA in line as per RfS Document.

a. In case of delay in commissioning of total capacity of Project beyond the SCD until the date as on 18 months from award of LoA, as part of liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis. For e.g., if commissioning of the capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (18/180). For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

b. i) For Delay in commissioning upto 6 (six) months from Scheduled Commissioning Period, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.

ii) For Delay in commissioning beyond six months from Scheduled Commissioning Period, Successful Bidder Event of Default, as per the RfS, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. LoA for balance capacity not commissioned shall be terminated.

16. TAXES DUTIES:

The fixed tariff quoted should include all taxes, duties and Insurance expenditure, all tax etc. if any. A bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & service tax norms will be payable by the bidder.

17. PAYMENT for Energy supply:

Successful Bidder will sign a PPA as per prescribed format with Govt. Building / Institute Owner for sale of Solar Power for 25 years. A copy of the same will be provided to UPNEDA. The payment to the bidder by building owner shall be released based on the Power Purchase Agreement.

PART – VII

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The proposed projects shall be commissioned as per the technical specifications given below. Domestic Modules are to be used failing which it will be assumed that system is not matching the requirement of the scheme and bidder's PBG shall be forfeited. Competent Authority's decision will be final and binding on the bidder.

1. DEFINITION

A Roof Top Solar (RTS) Photo Voltaic (PV) system shall consist of following equipment/components:

1. Solar Photo Voltaic (SPV) modules consisting of required number of Crystalline PV modules
2. Inverter/PCU
3. Module Mounting structures
4. Energy Meter
5. Array Junction Boxes
6. DC Distribution Box
7. AC Distribution Box
8. Protections – Earthing, Lightning, Surge
9. Cables
10. Drawing & Manuals
11. Miscellaneous

1. Solar PV modules

1.1. The PV modules and Solar Cell used should be made in India.

1.2. The PV modules used must qualify to the latest edition of IEC standards or equivalent BIS standards, i.e. IEC 61215/IS14286, IEC 61853-Part I/IS 16170-Part I, IEC 61730 Part-1 &Part 2 and IEC 62804 (PID). For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.

1.3. The rated power of solar PV module shall have maximum tolerance up to +3%.

1.4. The peak-power point current of any supplied module string (series connected modules) shall not vary by +1% from the respective arithmetic means for all modules and/or for all module strings (connected to the same MPPT), as the case may be.

1.5. The peak-power point voltage of any supplied module string (series connected modules) shall not vary by + 2% from the respective arithmetic means for all modules and/or for all module strings (connected to the same MPPT), as the case may be.

1.6. The temperature co-efficient power of the PV module shall be equal to or better than -0.45%/°C.

1.7. Solar PV modules of minimum capacity 250 Wp to be used.

1.8. The PV Module efficiency should be minimum 16%.

1.9. Solar PV modules of minimum fill factor 75%, to be used.

1.10. All electrical parameters at STC shall have to be provided

1.11. The PV modules shall be equipped with IP 65 or better protection level junction box with required numbers of bypass diodes of appropriate rating and appropriately sized output power cable of symmetric length with MC4 or equivalent solar connectors. The IP level for protection may be chosen based on following conditions:

i. An IP 65 rated enclosure is suitable for most outdoor enclosures that won't encounter extreme weather such as flooding.
ii. An IP 67 rated enclosure is suitable at locations which may encounter temporary submersion at depths of up to one meter.
iii. An IP 68 enclosure is recommended if there may exist situations of submergence for extended periods of time and at substantial depths.

1.12. All PV modules should carry a performance warranty of >90% during the first 10 years, and >80% during the next 15 years. Further, module shall have performance warranty of >97% during the first year of installation—degradation of the module below 1 % per annum.

1.13. The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of commissioning:

1.14. Defects and/or failures due to manufacturing.

1.15. Defects and/or failures due to quality of materials.

1.16. Nonconformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option.

1.17. PV modules must be tested and approved by one of the NABL accredited and BIS approved test centers.

1.18. Modules deployed must use a RF identification tag laminated inside the glass. The following information must be mentioned in the RFID used on each module:

i. Name of the manufacturer of the PV module
ii. Name of the manufacturer of Solar Cells.
iii. Month & year of the manufacture (separate for solar cells and modules)
iv. Country of origin (separately for solar cells and module)
v. I-V curve for the module Wattage, Im, Vm and FF for the module
vi. Unique Serial No and Model No of the module
vii. Date and year of obtaining IEC PV module qualification certificate.
viii. Name of the test lab issuing IEC certificate.
ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.
x. Nominal wattage +3%.
xi. Brand Name, if applicable.

1.19. Other details as per IS/IEC 61730-1 clause 11 should be provided at appropriate place. In addition to the above, the following information should also be provided:

i. The actual Power Output Pmax shall be mentioned on the label pasted on the back side of PV Module.
ii. The Maximum system voltage for which the module is suitable to be provided on the back sheet of the module.
iii. Polarity of terminals or leads (colour coding is permissible) on junction Box housing near cable entry or cable and connector.

1.20. Unique Serial No, Model No, Name of Manufacturer, Manufacturing year, Make in India logo and module wattage details should be displayed inside the laminated glass.

2. Inverter/PCU

2.1. Inverters/PCU should comply with applicable IEC/equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683, IS 16221 (Part 2), IS 16169 and IEC 60068-2(1,2,14,30) /Equivalent BIS Std.

2.2. Maximum Power Point Tracker (MPPT) shall be integrated in the inverter/PCU to maximize energy drawn from the array. Charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/enclosures should be IP 65 or better (for outdoor)/ IP 54or better (indoor) and as per IEC 529 Specifications.

2.3. All inverters/PCUs shall be IEC 61000 compliant for electromagnetic compatibility, harmonics, Surge, etc.

2.4. The PCU/ inverter shall have overloading capacity of minimum 10%.

2.5. Typical technical features of the inverter shall be as follows-

i. Switching devices: IGBT/MOSFET
ii. Control: Microprocessor/DSP
iii. Nominal AC output voltage and frequency: as per CEA/State regulations
iv. Output frequency: 50 Hz
v. Grid Frequency Synchronization range: as per CEA/State Regulations
vi. Ambient temperature considered: -20°C to 60°C
vii. Humidity: 95 % Non-condensing
viii. Protection of Enclosure: IP-54 (Minimum) for indoor and IP-65(Minimum) for outdoor.
ix. Grid Frequency Tolerance range: as per CEA/State regulations
x. Grid Voltage tolerance: as per CEA/State Regulations
xi. No-load losses: Less than 1% of rated power
xii. Inverter efficiency (Min.): >93% (In case of 10 kW or above within-built galvanic isolation)>97% (In case of 10 kW or above withoutinbuilt galvanic isolation)
xiii. Inverter efficiency (minimum): > 90% (In case of less than 10 kW)
xiv. THD: < 3%
xv. PF: > 0.9 (lag or lead)
xvi. Should not inject DC power more than 0.5% of full rated output at the interconnection point and comply to IEEE 519.

2.6. The output power factor of inverter should be suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustain fault in feeder line and against the lightning on feeder.

2.7. All the Inverters should contain the following clear and indelible Marking Label & Warning Label as per IS16221 Part II, clause 5. The equipment shall, as a minimum, be permanently marked with:

i. The name or trademark of the manufacturer or supplier;
ii. A model number, name or other means to identify the equipment,
iii. A serial number, code or other marking allowing identification of manufacturing location and the manufacturing batch or date within a three-month time period.
iv. Input voltage, type of voltage (a.c. or d.c.), frequency, and maximum continuous current for each input.
v. Output voltage, type of voltage (a.c. or d.c.), frequency, maximum continuous current, and for a.c. outputs, either the power or power factor for each output.
vi. The Ingress Protection (IP) rating

2.8. Marking shall be located adjacent to each fuse or fuse holder, or on the fuse holder, or in another location provided that it is obvious to which fuse the marking applies, giving the fuse current rating and voltage rating for fuses that may be changed at the installed site.

2.9. In case the consumer is having a *3-ϕ* connection, *3-ϕ* inverter shall be provided by the Firm as per the consumer's requirement and regulations of the State.

2.10. Inverter/PCU shall be capable of complete automatic operation including wake-up, synchronization & shutdown.

2.11. The Inverter should have a provision of remote monitoring of inverter data through sim card. Required website/mobile app platform, where the user (Consumer) can access the data, should be provided/explained to consumer while installation. Additionally, if inverter has the facility of in-built wi-fi module, that should also be explained to the consumer. On demand, Inverter should also have provision to feed the data to the remote monitoring server using relevant API/ protocols. All the inverter data should be available for monitoring by giving web access.

2.12. Integration of PV Power with Grid & Grid Islanding:

i. The output power from SPV would be fed to the inverters/PCU which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization.
ii. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as "islands." Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided, if not available in inverter.

iii. MCB/MCCB or a manual isolation switch, besides automatic disconnection to grid, would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

3. Module Mounting Structure (MMS):

3.1. Supply, installation, erection and acceptance of module mounting structure (MMS) with all necessary accessories, auxiliaries and spare part shall be in the scope of the work.

3.2. Module mounting structures can be made from three types of materials. They are Hot Dip Galvanized Iron, Aluminium and Hot Dip Galvanized Mild Steel (MS). However, MS will be preferred for raised structure.

3.3. MMS Steel shall be as per latest IS 2062:2011 and galvanization of the mounting structure shall be in compliance of latest IS 4759. MMS Aluminium shall be as per AA6063 T6. For Aluminium structures, necessary protection towards rusting need to be provided either by coating or anodization.

3.4. All bolts, nuts, fasteners shall be of stainless steel of grade SS 304 or hot dip galvanized, panel mounting clamps shall be of aluminium and must sustain the adverse climatic conditions. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts.

3.5. The module mounting structures should have angle of inclination as per the site conditions to take maximum insolation and complete shadow-free operation during generation hours. However, to accommodate more capacity the angle of inclination may be reduced until the plant meets the specified performance ratio requirements.

3.6. The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed. The PV array structure design shall be appropriate with a factor of safety of minimum 1.5.

3.7. The upper edge of the module must be covered with wind shield so as to avoid build air ingress below the module. Slight clearance must be provided on both edges (upper & lower) to allow air for cooling.

3.8. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed. The Empanelled Agency shall be fully responsible for any damages to SPV System caused due to high wind velocity within guarantee period as per technical specification.

3.9. The structures shall be designed to allow easy replacement, repairing and cleaning of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Necessary testing provision for MMS to be made available at site.

3.10. Adequate spacing shall be provided between two panel frames and rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.

3.11. The structure shall be designed to withstand operating environmental conditions for a period of minimum 25 years.

3.12. The Rooftop Structures maybe classified in three broad categories

i. Ballast structure

a. The mounting structure must be Non-invasive ballast type and any sort of penetration of roof to be avoided.

b. The minimum clearance of the structure from the roof level should be in between 70-150 mm to allow ventilation for cooling, also ease of cleaning and maintenance of panels as well as cleaning of terrace.

c. The structures should be suitably loaded with reinforced concrete blocks of appropriate weight made out of M25 concrete mixture.

ii. Tin shed

a. The structure design should be as per the slope of the tin shed.

b. The inclination angle of structure can be done in two ways-

b.1. Parallel to the tin shed (flat keeping zero-degree tiling angle), if the slope of shed in Proper south direction

b.2. With same tilt angle based on the slope of tin shed to get the maximum output.

c. The minimum clearance of the lowest point from the tin shade should be more then 100mm.

d. The base of structure should be connected on the Purlin of tin shed with the proper riveting.

e. All structure member should be of minimum 2 mm thickness.

iii. RCC Elevated structure: It can be divided into further three categories:

A. Minimum Ground clearance (300MM – 1000 MM) (Type-1)

a. The structure shall be designed to allow easy replacement of any module and shall be in line with site requirement. The gap between module should be minimum 30MM.

b. Base Plate – Base plate thickness of the Structure should be 5MM for this segment.

c. Column – Structure Column should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.

d. Rafter – Structure rafter should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 70MM in Web side (y-axis) and 40MM in flange side (x-axis).

e. Purlin – Structure purlin should be minimum 2MM in Lip section. The minimum section should be 60MM in Web side and 40MM in flange side in Lip section.

f. Front/back bracing – The section for bracing part should be minimum 2MM thickness.

g. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.

h. For single portrait structure the minimum ground clearance should be 500MM.

B. Medium Ground clearance (1000MM – 2000 MM) (Type-2)

a. Base Plate – Base plate thickness of the Structure should be Minimum 6MM for this segment.

b. Column – Structure Column should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 80MM in Web side and 50MM in flange side in Lip section.
c. Rafter – Structure rafter should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
d. Purlin – Structure purlin should be minimum 2MM in Lip section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
e. Front/back bracing – The section for bracing part should be minimum 2MM thickness.

f. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.

C. Maximum Ground clearance (2000MM – 3000 MM) (Type-3)

a. Base Plate – Base plate thickness of the Structure should be minimum 8 MM for this segment.
b. Column – Structure Column thickness should be minimum 2.6MM in square hollow section (minimum 50x50) or rectangular hollow section (minimum 60x40) or 3MM in C-Channel section.
c. Rafter – Structure rafter should be minimum 2MM in Lip section / 3MM in Channel section. The minimum section should be 80MM in Web side and 50MM in flange side in Lip section.
d. Purlin – Structure purlin should be minimum 2MM in Lip section. The minimum section should be 80MM in Web side and 50MM in flange side in Lip section.
e. Front/back bracing – The section for bracing part should be minimum 3MM thickness.

f. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.

D. Super elevated structure (More than 3000 MM) (Type-4)

D.1. Base structure

a. Base Plate – Base plate thickness of the Structure should be 10MM for this segment.
b. Column – Structure Column minimum thickness should be minimum 2.9MM in square hollow section (minimum 60x60) or rectangular hollow section (minimum 80x40).
c. Rafter – Structure Rafter minimum thickness should be minimum 2.9MM in square hollow section (minimum 60x60) or rectangular hollow section (minimum 80x40).
d. Cross bracing – Bracing for the connection of rafter and column should be of minimum thickness of 4mm L-angle with the help of minimum bolt diameter of 10mm.

D.2. Upper structure of super elevated structure –

a. Base Plate – Base plate thickness of the Structure should be minimum 5MM for this segment.
b. Column – Structure Column should be minimum 2MM in Lip section / 3MM in Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
c. Rafter – Structure rafter should be minimum 2MM in Lip section / 3MM in Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
d. Purlin – Structure purlin should be minimum 2MM in Lip section. The minimum section should be 60MM in Web side and 40MM in flange side in Lip section.
e. Front/back bracing – The section for bracing part should be minimum 2MM thickness.
f. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.

D.3. If distance between two legs in X-Direction is more than 3M than sag angle/Bar should be provide for purlin to avoid deflection failure. The sag angle should be minimum 2Mmthick, and bar should be minimum 12Dia.

D.4. Degree – The Module alignment and tilt angle shell be calculated to provide the maximum annual energy output. This shall be decided on the location of array installation.

D.5. Foundation – Foundation should be as per the roof condition; two types of the foundation can be done- either penetrating the roof or without penetrating the roof.

a. If penetration on the roof is allowed (based on the client requirement) then minimum 12MM diameter anchor fasteners with minimum length 100MM can be use with proper chipping. The minimum RCC size should be 400x400x300 cubic mm. Material grade of foundation should be minimum M20.
b. If penetration on roof is not allowed, then foundation can be done with the help of 'J Bolt' (refer IS 5624 for foundation hardware). Proper Neto bond solution should be used to adhere the Foundation block with the RCC roof. Foundation J – bolt length should be minimum 12MM diameter and length should be minimum 300MM.

3.13. Material standards:

i. Design of foundation for mounting the structure should be as per defined standards which clearly states the Load Bearing Capacity & other relevant parameters for foundation design (As per IS 6403 / 456 / 4091 / 875).
ii. Grade of raw material to be used for mounting the structures so that it complies the defined wind loading conditions (As per IS 875 – III) should be referred as follows (IS 2062 – for angles and channels, IS 1079 – for sheet, IS 1161 & 1239 for round pipes, IS 4923 for rectangular and square hollow section)
iii. Test reports for the raw material should be as per IS 1852 / 808 / 2062 / 1079 / 811.
iv. In process inspection report as per approved drawing & tolerance should be as per IS 7215.
v. For ascertaining proper welding of structure part following should be referred:

a. D.P. Test (Pin Hole / Crack) (IS 822)
b. Weld wire grade should be of grade (ER 70 S – 6)

vi. For ascertaining hot dip galvanizing of fabricated structure following should be referred: -
a. Min coating required should be as per IS 4759 & EN 1461.
b. Testing of galvanized material
- Pierce Test (IS 2633)
- Mass of Zinc (IS 6745)
- Adhesion Test (IS 2629)
- CuSO4 Test (IS 2633)
- Superior High-Grade Zinc Ingot should be of 99.999% purity (IS 209) (Preferably Hindustan Zinc Limited or Equivalent).

vii. Foundation Hardware – If using foundation bolt in foundation then it should be as per IS 5624.

3.14. Design Validation- The Structure design and drawing should be duly verified by a licensed Structural designer before installation for all types of structure arrangements including the extension made, as per specification.

4. Metering

4.1. A Roof Top Solar (RTS) Photo Voltaic (PV) system shall consist of following energy meters:
i. Net meter: To record import and export units
ii. Generation meter: To keep record for total generation of the plant.
4.2. The installation of meters including CTs & PTs, wherever applicable, shall be carried out by the Firm as per the terms, conditions and procedures laid down by the concerned SERC/DISCOMs.

5. Array Junction Boxes:

4.1 The junction boxes are to be provided in the PV array for termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP/FRP/Powder Coated aluminum /cast aluminum alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JBs shall be such that input & output termination can be made through suitable cable glands. Suitable markings shall be provided on the bus-bars for easy identification and cable ferrules will be fitted at the cable termination points for identification.

4.2 Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP 65 or better standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry, Single /double compression cable glands should be provided.

4.3 Polyamide glands and MC4 Connectors may also be provided. The rating of the junction box shall be suitable with adequate safety factor to interconnect the Solar PV array.

4.4 Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.

4.5 Junction boxes shall be mounted on the MMS such that they are easily accessible and are protected from direct sunlight and harsh weather.

5 DC Distribution Box (DCDB):

5.1 May not be required for small plants, if suitable arrangement is available in the inverter.
5.2 DC Distribution Box are to be provided to receive the DC output from the PV array field.
5.3 DCDBs shall be dust & vermin proof conform having IP 65 or better protection, as per site conditions.
5.4 The bus bars are made of EC grade copper of required size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the inverter along with necessary surge arrestors. MCB shall be used for currents up to 63 Amperes, and MCCB shall be used for currents greater than 63 Amperes.

6 AC Distribution Box (ACDB):

6.1 AC Distribution Panel Board (DPB) shall control the AC power from inverter, and should have necessary surge arrestors, if required. There is interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
6.2 All switches and the circuit breakers, connectors should conform to IEC 60947:2019, part I, II and III/ IS 60947 part I, II and III.
6.3 Theisolators, cabling work should be undertaken as part of the project.
6.4 All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air -insulated, cubical type suitable for operation on *1-ϕ*/*3-ϕ*, 415 or 230 volts, 50 Hz (or voltage levels as per CEA/State regulations).
6.5 The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
6.6 All indoor panels will have protection of IP 54 or better, as per site conditions. All outdoor panels will have protection of IP 65 or better, as per site conditions.
6.7 Should conform to Indian Electricity Act and CEA safety regulations (till last amendment).
6.8 All the 415 or 230 volts (or voltage levels as per CEA/State regulations) AC devices / equipment like bus support insulators, circuit breakers, SPDs, Voltage Transformers (VTs) etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions.
    i. Variation in supply voltage: as per CEA/State regulations
    ii. Variation in supply frequency: as per CEA/State regulations
6.9 The inverter output shall have the necessary rated AC surge arrestors, if required and MCB/ MCCB. RCCB shall be used for successful operation of the PV system, if inverter does not have required earth fault/residual current protection.

7 Protections

The system should be provided with all necessary protections like earthing, Lightning, and Surge Protection, as described below:

7.1 Earthing Protection

i. The earthing shall be done in accordance with latest Standards.

ii. Each array structure of the PV yard, Low Tension (LT) power system, earthing grid for switchyard, all electrical equipment, inverter, all junction boxes, etc. shall be grounded properly as per IS 3043-2018.
iii. All metal casing/ shielding of the plant shall be thoroughly grounded in accordance with CEA Safety Regulation 2010. In addition, the lightning arrester/masts should also be earthed inside the array field.
iv. Earth resistance should be as low as possible and shall never be higher than 5 ohms.
v. For 10 KW and above systems, separate three earth pits shall be provided for individual three earthings viz.: DC side earthing, AC side Earthing and Lightning arrestor earthing.

7.2 **Lightning Protection**

i. The SPV power plants shall be provided with lightning & over voltage protection, if required. The main aim in this protection shall be to reduce the overvoltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.
ii. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors (Las). Lightning protection should be provided as per NFC17-102:2011/IEC 62305 standard.
iii. The protection against induced high-voltages shall be provided by the use of Metal Oxide Varistors (MOVs)/Franklin Rod type LA/Early streamer type LA.
iv. The current carrying cable from lightning arrestor to the earth pit should have sufficient current carrying capacity according to IEC 62305. According to standard, the minimum requirement for a lightning protection system designed for class of LPS III is a 6 mm^2 copper/ 16 mm^2 aluminum or GI strip bearing size 25*3 mm thick). Separate pipe for running earth wires of Lightning Arrestor shall be used.

7.3 **Surge Protection**

i. Internal surge protection, wherever required, shall be provided.
ii. It will consist of three SPD type-II/MOV type surge arrestors connected from +ve and –ve terminals to earth.

8 CABLES

8.1 All cables should conform to latest edition of IEC/equivalent BIS Standards alongwith IEC 60227/IS 694, IEC 60502/IS 1554 standards.

8.2 Cables should be flexible and should have good resistance to heat, cold, water, oil, abrasion etc.

8.3 Armored cable should be used and overall PVC type 'A' pressure extruded insulation or XLPE insulation should be there for UV protection.

8.4 Cables should have Multi Strand, annealed high conductivity copper conductor on DC side and copper/FRLS type Aluminum conductor on AC side. For DC cabling, multi-core cables shall not be used.

8.5 Cables should have operating temperature range of -10°C to +80°C and voltage rating of 660/1000 V.

8.6 Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop less than 2% (DC Cable losses).

8.7 The size of each type of AC cable selected shall be based on minimum voltage drop. However; the maximum drop shall be limited to 2%.

8.8 The electric cables for DC systems for rated voltage of 1500 V shall conform to BIS 17293:2020.

8.9 All cable/wires are to be routed in a RPVC pipe/ GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable is easily identified.

8.10 All cable trays including covers to be provided.

8.11 Thermo-plastic clamps to be used to clamp the cables and conduits, at intervals not exceeding 50 cm.

8.12 Size of neutral wire shall be equal to the size of phase wires, in a three phase system.

8.13 The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25 years.

9 DRAWINGS& MANUALS:

9.1 Operation & Maintenance manual/user manual, Engineering and Electrical Drawings shall be supplied along with the power plant.

9.2 The manual shall include complete system details such as array lay out, schematic of the system, inverter details, working principle etc.

9.3 The Manual should also include all the Dos & Don'ts of Power Plant along with Graphical Representation with indication of proper methodology for cleaning, Operation and Maintenance etc.

9.4 Step by step maintenance and troubleshooting procedures shall also be given in the manuals.

9.5 Vendors should also educate the consumers during their AMC period.

10 Miscellaneous:

10.1 Connectivity: The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the SERC regulation for Grid connectivity and norms of DISCOM and amended from time to time.

10.2 Safety measures: Electrical safety of the installation(s) including connectivity with the grid must be taken into account and all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA Safety Regulation 2010 etc. must be followed.

10.3 Shadow analysis: The shadow analysis report with the instrument such as Solar Pathfinder or professional shadow analysis software of each site should be provided and the consumer should be educated to install the system only in shadow free space. Lower performance of the system due to shadow effect shall be liable for penalty for lower performance.

10.4 Firefighting system – Portable fire extinguishers/sand buckets shall be provided wherever required as per norms.

Quality Certification, Standards and Testing for Grid-Connected Rooftop Solar PV Systems/Power Plants

Solar PV Modules/Panels	
IEC 61215 and IS 14286	Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV) Modules
IEC 61701:2011	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules
IEC 61853- 1:2011 / IS 16170-1:2014	Photovoltaic (PV) module performance testing and energy rating –: Irradiance and temperature performance measurements, and power Rating.
IEC 62716	Photovoltaic (PV) Modules – Ammonia (NH3) Corrosion Testing (as per the site condition like dairies, toilets etc)
IEC 61730-1,2	Photovoltaic (PV) Module Safety Qualification – Part 1: Requirementsfor Construction, Part 2: Requirements for Testing
IEC 62804	Photovoltaic (PV) modules – Test method for detection of potential-induced degradation. IEC 62804-1: Part 1: Crystalline Silicon
Solar PV Inverters	
IEC 62109 or IS : 16221	Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for usein photovoltaic power systems Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 or better for outdoor mounting, IP 54 or better for indoor mounting)
IS/IEC 61683 latest (as applicable)	Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions)
IEC 60068-2 /IEC 62093 (as applicable)	Environmental Testing of PV System – Power Conditioners and Inverters
IEC 62116:2014/ IS16169	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
Fuses	
IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): 1)Low-voltage Switchgear and Control-gear, Part 1: General rules 2)Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers 3)Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors switch-disconnectors and fuse-combination units 4) EN 50521: Connectors for photovoltaic system-Safety requirements and tests

IEC 60269-6:2010	Low-voltage fuses - Part 6: Supplementary requirements for fuse-linksfor the protection of solar photovoltaic energy systems
Solar PV Roof Mounting Structure	
IS 2062/IS 4759/AA6063 T6	Material for the structure mounting
Surge Arrestors	
BFC 17-102:2011/ NFC 102:2011/ IEC 62305	Lightening Protection Standard
IEC 60364-5-53/ IS 15086-5 (SPD) IEC 61643- 11:2011	Electrical installations of buildings - Part 5-53: Selection and erectionof electrical equipment - Isolation, switching and control Low-voltage surge protective devices - Part 11: Surge protectivedevices connected to low-voltage power systems - Requirements and test methods
Cables	
IEC 60227/IS 694, IEC 60502/IS 1554 (Part 1& 2)/ IEC69947 (as applicable)	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, andUV resistant for outdoor installation)
BS EN 50618	Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables
Earthing /Lightning	
IEC 62561/IEC 60634 Series (Chemical earthing) (as applicable)	IEC 62561-1: Lightning protection system components (LPSC) - Part: Requirements for connection components IEC 62561-2: Lightning protection system components (LPSC) – Part 2: Requirements for conductors and earth electrodes IEC 62561-7: Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds
Junction Boxes	
IEC 60529	Junction boxes and solar panel terminal boxes shall be of the thermo-plastic type with IP 65 or better protection for outdoor use, and IP 54 or better protection for indoor use

PART – VIII

SAMPLE FORMATS & ANNEXURES

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Part – IV and other submission requirements specified in the RfS

i) Format of Covering Letter (Format 8.1)
ii) Format of General Particulars of Bidder (Format 8.2)
iii) Format for Power of Attorney (Format 8.3)
iv) Format for Earnest Money Deposit Bank Guarantee (Format 8.3 A)
v) Format for Performance Bank Guarantee (PBG) (Format 8.3 B)
vi) Format for Board Resolutions (Format 8.4)
vii) Format for Consortium Agreement (Format 8.5)
viii) Format for Financial Requirement (Format 8.6)
ix) Format for Disclosure (Format 8.7)
x) Format for submission of Financial Bid (Format 8.8)
xi) Check List for Bank Guarantees (Annexure-A)
xii) List of Banks (Annexure-B)
xiii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)
xiv) Terms & Conditions of Reverse Auction (Annexure-D)

Format8.1

COVERING LETTER

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

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium*)
Tel.#:
Fax#:
E-mail address#
To
Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 0522-2720652
Fax: 0522-2720779, 2720829
Email: compneda@rediffmail.com
Website: www.upneda.org.in

Sub: Response to RfS No. _____ dated _____ for Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-metering Basis.

Dear Sir/ Madam,

We, the undersigned ……. [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the RfS for supply of power for 25 years to Govt. building/ institution owner, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 8.7 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted more than one response to RfS, including this response to RfS.

We are submitting RfS for the development of following Solar PV Project(s): -

Quoted Capacity (in MW)	Proposed CUF

1. We give our unconditional acceptance to the RfS, dated …….. *[Insert date in dd/mm/yyyy]*, RfS documents attached thereto, issued by UPNEDA. In token of our acceptance to the RfS, RfS documents along with the amendments and clarifications issued by UPENDA, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the agreement is executed as per the provisions of the RfS and provisions of Agreement shall be binding on us. Further, we confirm that the Project shall be commissioned within 12 months from signing of agreement with UPNEDA.

2. We hereby declare that in the event our firm selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in ITB of this RfS on issue of LoA by UPNEDA for the allocated capacity and/ or we are not able to sign agreement with UPNEDA within 30 days of issue of LoA by UPNEDA for the allocated capacity, UPENDA shall have the right to take action as mentioned in Bid.

3. We have submitted our response to RfS strictly as per Part – VIII (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

4. 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 RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

5. 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 response to RfS and execute the allocated capacity, in the event of our selection as Successful Bidder.

6. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of Agreement with UPNEDA, committing total equity infusion in the SPV as per the provisions of RfS.

7. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from UPNEDA.

9. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

10. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

11. Contact Person

Details of the representative to be contacted by UPNEDA are furnished as under:

Name : ……
Designation : ……
Company : ……
Address : ……
Phone Nos. : ……
Mobile Nos. : ……
Fax Nos. : ……
E-mail address : ……

12. 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 consequent provisions of RfS shall apply.

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format8.2

GENERAL PARTICULARS OF THE BIDDER

S.No	Particulars	Details
	Name of the Company	
	Registered Office Address	
	Address of Bidder	
	E-mail	
	Web site	
	Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
	Year of Incorporation	
	Have the bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
	Bank Details (Name, Account No, IFSC Code)	
	Reference of any document information attached by the Bidder other than specified in the RfS.	
	PAN No. (enclosed a copy)	
	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
	GST Address	
	GST ID (enclosed a copy)	
	Bidding company is listed in India	Yes/No
	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	
	Whether company is MSME as on the bidding date	Yes/No

(Signature of Authorized Signatory)

With Stamp

Format 8.3

POWER OF ATTORNEY

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

(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence ofauthorized signatory's authority.

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

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

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

Signed by the within named

…….. (Insert the name of the executant company)through the hand of

Mr. ……

duly authorized by the Board to issue such Power of Attorney Dated this …… day of ……

Accepted……..

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

……
……
…(Signature of the
executant)

(Name, designation and address of the executant)

……

Signature and stamp of Notary of the place of execution

Common seal of.....has been affixed in my/our presence pursuant to Board of

Director's Resolution dated……

WITNESS

2. ……
……..(Signature)

Name……

Designation ……

3. ……
…….(Signature)

Name……

Designation ……

Notes:

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

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a

subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

FORMAT FOR POWER OF ATTORNEY

(Applicable Only incase of Consortiums)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value***)**

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 if finalized) (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 response to RfS No……..

We also authorize the said Lead Member to undertake the following acts:

i) To submit on behalf of Consortium Members response to RfS.
ii) To do any other act or submit any information and document related to the above response to RfS 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 agreement with UPNEDA.

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 of person authorized by the board)

(Name

Designation

Place:

Date

Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

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

Place: ----------
Date: ----------

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-I, Definition of Terms of the RfS.

Format 8.3A

Earnest Money Deposit

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

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

In consideration of the ……. (Insert name of the Bidder) submitting the Bid *inter alia* for Response **to RfS for "Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-metering Basis** in response to the RfS dated……*[Insert date of RFS]* issued by UPNEDA, (hereinafter referred to as **UPNEDA**) and UPNEDA agreeing to consider the Bid of …… *[Insert the name of the Bidder]* as per the terms of the RfS, the ……(Insert name and address of the bank issuing the EMD, and address of the head office) (here in after referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA or its authorized representative at Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow forthwith on demand in writing from UPNEDA 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 RfS], on behalf of M/s. ……..[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including …… (Insert date of validity of EMD in accordance with this RfS) 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 as per validity mentioned in Bid] UPNEDA shall be entitled to invoke this Guarantee until …….. [Insert Date validity mentioned in Bid,].

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at 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 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 or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agrees and acknowledges that UPNEDA 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 RfS],
We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if UPNEDA serves upon us a written claim or demand.

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

Witness:
4. …….

Signature
Name and address.
5. ……..
Signature
Name and address
Attorney as per power of attorney No. ……
For:
……. [Insert Name of the Bank]

Signature
Name:
Designation with Bank Stamp

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 8.3B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value***)**

Reference: …….
Bank Guarantee No.: .....…
Date: .....……..

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected RESCO Developer') submitting the response to RfS inter alia for selection of the Project **in** _____[insert the name of Govt. Building], Uttar Pradesh, India of the capacity of ……. MW, at ……*[Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated…… issued by Uttar Pradesh New & Renewable Energy Development Agency (hereinafter referred to as UPNEDA) and UPNEDA considering such response to the RfS of ……[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the RESCO Developer and issuing Letter of Award No _____ to _____ (*Insert Name of selected RESCO Developer*) as per terms of RfS and the same having been accepted by the selected RESCO DEVELOPER resulting in an angreement with UPNEDA, for execution of allocated capacity. [from selected RESCO Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [*Insert Name of the Place from the address of the UPNEDA*] forthwith on demand in writing from UPNEDA or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected RESCO Developer/ Project Company*]

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

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only).

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

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

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

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

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

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

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

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank confirmation in this regard is received by UPNEDA.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank and a confirmation in this regard is received by UPNEDA.

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ *[Insert Name and Address of the Bank*] __

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__
Witness:

6. …….

Signature
Name and Address

7. …….

Signature
Name and Address
Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

Format 8.4

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms……., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS ,vide RfS No. _____for **"Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-metering Basis** including signing and submission of all documents and providing information/ response to RfS to Uttar Pradesh New & Renewable Energy Development Agency(UPNEDA), representing us in all matters before UPNEDA, and generally dealing with UPNEDA in all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company or the Lead Member of the Consortium***)

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

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [*Insert the name of other Members in the Consortium*] and Mr/ Ms……., be and is hereby authorized to execute the Consortium Agreement.(***To be provided by each Member of the Bidding Consortium including 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 Company, 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 RfS. [***To be passed by the Lead Member of the Bidding Consortium***]

8. **NOT USED**

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.

2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format 8.5

FORMAT FOR CONSORTIUM AGREEMENT

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value***)**

THIS Consortium Agreement ("Agreement") executed on this ___ Day of _____ Two Thousand _____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", 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 "**Member-2**", 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 "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS for Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-metering Basis. And for signing of Agreement with UPNEDA (in case of Award), against RfS No. _____dated _____issued by Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) an agency set up under Societies Act and having its office at Vibhuti Khand, Gomti Nagar, Lucknow-226010.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS Building Owner desires to purchase Power under Setting up of 50MW Grid Connected Solar PV Power Projects on Rooftop of Govt. Building / institution;

WHEREAS, UPNEDA had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by UPNEDA wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfS.

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

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. 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 of their respective equity obligations. Each 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.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the signing of agreement with UPNEDA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 03(Three)Year after execution of allocated capacity.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the agreement with UPNEDA.

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. 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.

9. It is further specifically agreed that the financial liability for equity contribution of the 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 its scope of work or financial commitments.

10. This 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.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of UPNEDA in terms of the RfS.

12. It is further expressly agreed that this consortium agreement shall be irrevocable and shall form an integral part of the agreement with UPNEDA and shall remain valid until the expiration or early termination of the agreement with UPNEDA in terms thereof, unless expressly agreed to the contrary by UPNEDA.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under agreement with UPNEDA.

15. This Agreement

a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of UPNEDA.

9. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s---------- [Member 1]
(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

10. Signature----------
Name:
Address:

2) Signature ----------
Name:
Address:

For M/s----------[Member 2]
(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

11. Signature ----------	2) Signature ----------
Name:	Name:
Address:	Address:

For M/s----------[Member n]
(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

12. Signature ----------	(2) Signature ----------
Name:	Name:
Address:	Address:

Signature and stamp of Notary of the place of execution

Format 8.6

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(AS PER CLAUSE 2 of Part-IV)

(To be submitted on the letterhead of Bidding Company)

To,

……

……

Sub: Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-Metering Basis.

RFS No: ……..

Dear Sir,

We submit our Bid/Bids for the total capacity of …… MW for which details of our Financial Eligibility Criteria Requirements are as follows.

We certify that the Financially Evaluated Entity (ies) had an Annual Turnover as follows:

Net worth (strike out whichever is not applicable) of Rs……Crore as per criteria mentioned in **Clause 2 of part-iv** of this RFS based on unconsolidated audited annual accounts (refer Note-1 below) any of the last 3 Years immediately preceding the Bid Deadline.

Name of Financially Evaluated Entity*	Relationship with Bidding Company**	Financial year	Year of Incorporation	Annual Turnover (Rs. Crore)	Net worth as per **Clause 2 Part IV** (in Rs. Crore)

* The Financially Evaluated Entity may be the Bidding Company itself.

** The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent Company and/or Affiliate has been used for meeting Qualification Requirements.

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name: ……..

Date: ……

Place: ……..

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name: ……..

Date: ……..

Place: ……

Notes:

i. *Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.*

Format 8.7

FORMAT FOR DISCLOSURE

(This should be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium*)

Tel.#:

Fax#:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: **Response to RfS No. …… dated ……. For Selection of RESCO Developers for** for Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-metering Basis.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No._____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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 response to RfS will be rejected and if LoA has been issued or agreement with UPNEDA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 8.8

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium*)
Tel.#:
Fax#:
E-mail address#
To
Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 0522-2720652
Fax: 0522-2720779, 2720829
Email: compneda@rediffmail.com
Website: www.upneda.org.in

Sub: Response to RfS No. _____ dated _____ for Selection of RESCO Developers for Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-metering Basis.

Dear Sir/ Madam,

I/ We, _____ (*Insert Name of the Bidder*) enclose herewith the passphrase for Financial Proposal for selection of my/ our firm for a cumulative capacity of ____ MW under this RfS as Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Notes:

1. *The bidder has to submit the Fixed tariff only in prescribed format of Electronic Form under financial bid at ISN-ETS Portal. Any offline submission of fixed tariff shall be treated as non-responsive and shall be summarily rejected.*

2. *There can be only one tariff for the capacity applied for. If the bidder quotes two tariffs or combination thereof for the quoted capacity then the bid shall be considered as non-responsive.*

3. *If the bidder submits the financial bid in the Electronic Form at ISN-ETS Portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*

4. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*

5. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

6. *Tariff should be in Indian Rupee up to two places of decimals only.*

Price-Bid
Tender Inviting Authority:
Uttar Pradesh New & Renewable Energy Development Agency

Name of Work: Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-Metering Basis.

Tariff for RESCO -Range (25 KW TO 2000 KW)

Contract No: UPNEDA/NIT/RESCO-500MW-GCRT-Govt.Building /2023, Dated:-

Name of the Bidder/ Bidding Firm / Company: -	
Offered Bid Capacity in MW (Min- 5 MW, Max- 500 MW)	
Declared Capacity Utilization Factor (CUF)	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Fixed Tariff (INR /kWh)	Fixed Tariff (INR /kWh) in words
1	2	3	4
1	Implementation of 500 MW Grid Connected Rooftop Solar Power Plant in Government / Semi-Government Buildings & other Institutions in Uttar Pradesh under RESCO Model on Net-metering Basis		

Notes:

The bidder has to submit the Fixed tariff only in prescribed format of Electronic Form under financial bid at ISN-ETS Portal. Any offline submission shall be treated as non-responsive and shall be summarily rejected. The above format is only a sample format not to be filled & submitted under technical bid.

Annexure – A

CHECK LIST FOR BANK GUARANTEES

Sl. No.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOA No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure – B

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. CommonWealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.

16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	**4. SCHEDULED PRIVATE BANKS**
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
13. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. CréditAgricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd

18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

Annexure – C

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these Rfs Documents. Submission of Online Bids is mandatory for this RfS.

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-ReverseAuction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (Mas), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender – Assign Tender Search Code (TSC) to a MA

6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

14. Clarification to Tender Documents on ETS

    a) Query to UPNEDA(Optional)
    b) View response to queries posted by UPNEDA

8. Bid-Submission on ETS

9. Respond to UPNEDA Post-TOE queries

10. Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the RfS& other documents after login into the ETS Portal ***https://www.bharat-electronictender.com*** . If the official copy of the documents

is not downloaded from ETS Portal within the specified period of downloading of RFS and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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

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

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Envelope I (Technical-Bid)
  - Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 24.a, Section-II, ITB of RfS Documents, failing which the technical bids will not be opened.

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

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

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

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the UPNEDA.

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

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

Annexure – D

TERMS & CONDITIONS OF REVERSE AUCTION

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

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant UPNEDA guidelines, shall be initiated by UPNEDA
7. The Bidder shall not divulge either his Bids or any other exclusive details of UPNEDAto any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
   a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
   b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of UPNEDA, bid process, bid technology, bid documentation and bid details.

c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
d) Technical and other non-commercial queries (not impacting price) can only be routed to the UPNEDA contact personnel indicated in the RfS document.
e) Order finalization and post order activities such issue of LOA, signing of agreement etc. would be transacted directly between successful bidder(s) and UPNEDA.
f) LOA shall be placed outside the ISN-ETS Portale-portal & further processing of the LOI shall also be outside the system.
g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure – C of the RfS document.
h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
i) UPNEDA will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used: ***https://www.bharat-electronictender.com***
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

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

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes

3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
5.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by UPNEDA on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by UPNEDA. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. UPNEDA shall not be responsible for such eventualities.

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

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

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

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

Annexure E

Reference Bidders' Declaration Format associated with Implementation of ALMM Order

(on the letter head of the bidder)

Declaration

To Whomsoever this may concern

Reference: (RFS no. and description)

1. We hereby declare that we are fully aware of the binding provisions of the ALMM order and the Lists thereunder, while quoting the rate in the tender no. [*tender number*] floated by [name if tendering authority]

2. We understand that the List – I (Solar PV Modules) of ALMM Order, Annexure – I of the O M, issued by MNRE on 10th March 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List – I of the ALMM order applicable on the date of invoicing of such modules.

3. We further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Name:

Designation:

Organization:

Date:

(Signature and Stamp)

Annexure F

Project Completion Report for Grid-Connected Rooftop			
Financial year * :			
Approval No. * :			
Proposal Title :			
Installed by agency :			
Project initiated by :			
Title of the Project* :		SPV Capacity (kWp)*:	
Category of the organization / beneficiary* :		Name of the contact person* :	
Address of contact person* :			
State* :		District/City* :	
Mobile* :		Email* :	
Telephone No. :	STD code-	Website :	
Other info			
Electricity Distribution Company Name :			
Electricity consumer account no. as per electricity bill :		as on Date :	
Bank Details of Beneficiary			
Name of A/c holder :			
Name of Bank :			
Name of Branch and Address :			
Bank IFSC Code :			
9 Digit Micr Code :			
Type of Account :			
Account No. :			
Adhar Card Number :			
Technology Description & System Design /Specification			
(Compliance to BIS/IEC Standards is mandatory)			
1. Module			
Capacity/Power of each PV Module(Wp)* :	1. Capacity/Power 2. Capacity/Power		1. Nos: 2. Nos:
Cumulative Capacity of Modules(KWp):			
Solar cell technology :			
Module efficiency (in Percentage) :			
2. Inverters			
Type of inverter :			
Make of inverter :			
Capacity/Power of each PCU/inverters (VA)* :	Capacity/Power Nos.		

Capacity/Power of PCU/inverters (KVA) :			
Inverter efficiency (Full load) :			
(in percentage)			
3. Metering Arrangement			
Details of Metering			
Type of Meter* :			
Make of Meter :			
5. Other informations			
Units of electricity generated by the solar plant as per meter (in KWh):			
Monitoring Mechanism :			
No. of personnel to be trained in O&M :			
Task & Expected Schedule(in Months) :			
Grid connectivity level			
Grid connectivity level phase* :		Grid connectivity level Voltage* :	
Costing of Project			
Hardware cost :	Rs.	Total Cost of Installation :	Rs.
Means of Finance			
Envisaged Central Financial Assistance from MNRE*	Rs.		
Incentive from states if any	Rs.		
Contribution of Beneficiaries*	Rs.		
Other Source (s) of Funding	Rs.		

Annexure G

INTIMATION TO DISCOM FOR IMPLEMENTATION OF GRID CONNECTED ROOFTOP SOLAR PV PLANT UNDER SCHEME

To, Date:

_____

_____

_____(Designated Officer, DISCOM)

1.	Name of RESCO DEVELOPER	
2	Name of the Consumer*	
Site Details*		
3	Address of the Rooftop Project Site:*	H No: Street Name: Village Name: District Name: State: Pin Code:
4	Phone / Mobile no. *	
5	Email Id:	
6	Electricity Consumer No. *	
7	Category (Please) *	⊙ Residential Commercial Industrial ⊙ Educational Government Specify
8	Installed Plant Capacity (kWp)*	
9	Connected load (kVA)*	
10	Voltage level at interconnection*	⊙ 415 V ⊙ 11 kV ⊙ above 11 kV
11	Nearest Transformer Details	Location: Capacity:
12	Details of Inverter with Anti-Islanding Protection* Phase (Φ): (Please) Galvanic Isolation (Please)	Make: Capacity: ⊙ Single phase 3-Phase ⊙ Inverter
14	Both AC and DC components of the SPV power plants Earthed*: □	
15	CEIG Inspection required*	⊙ Yes ⊙ No
16	If, Yes, Inspection date * (Attach copy of CEIG Certificate)	
18	Bank Account details	Account No. Bank Branch
19	Date of Grid Synchronisation*	
20.	Net metering and grid connectivity	Applied on:
	(Attach acknowledgment from DISCOM, if received)	Fees Deposited On:

*to be provided mandatorily

It is certified that the information furnished above is true to the best of my knowledge.

Authorised Signatory of Consumer

Copy To:

Engineer In-charge, Uttar Pradesh New & Renewable Energy Development Agency, Lucknow

Annexure H

Tentative List of Project Sites to be covered with Solar Rooftop Projects under Net-metering mechanism under RESCO mode

(The feasibility report along with tentative proposed capacity will be provided at the time of issuance of LOA)