

Tender for Procurement of 2000 MW Energy Storage Capacity (For 8 Hours discharge with maximum 6 Hours continuous discharge) for 40 Years from Grid Connected Pumped Hydro Storage Plant/s through Competitive Bidding



Tender No. 02/PPA/RE/PHSP/2000 MW/2025

Issue Date: 17.04.2025

ISSUED BY:

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The Tender Document is not an agreement and further it is neither an offer nor an invitation by UPPCL to the Bidder/s or any other Person. The purpose of the Tender Document is to provide the Bidder/s with information that may be useful to them in the preparation and submission of their Bid/s.

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The information provided in the Tender Document to the Bidder/s is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. UPPCL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Tender Document. The bidders are required to verify the legal status and statement of law at their end before participating in the bidding process.

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It shall be deemed that by submitting a Bid, each Bidder/s agrees and releases UPPCL and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising

from the exercise of any rights and/or performance of any obligations under the Tender Document and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

UPPCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Tender Document. The issue of the Tender Document does not imply that UPPCL is bound to qualify any Bidder or to award the Project to any Bidder. UPPCL reserves all the right to reject all or any of the Bid/s without assigning any reasons whatsoever.

The statements and explanations contained in this Tender Document and any other document are intended to provide an understanding to the Bidder/s about the subject matter of this Tender Document and should not be construed or interpreted as limiting in any way or manner the obligations of the Successful Bidder/s that will be set out in the Project Agreements or UPPCL's right to amend, alter, change, supplement or clarify the Projects' scope or the terms of this Tender Document. Consequently, any omissions, conflicts or contradictions in the Tender Document (including this Tender and PHSPPA) shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by UPPCL.

The Bidder/s shall bear their own costs associated with or relating to the preparation and submission of their Bid/s, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by UPPCL, or any other costs incurred in connection with or relating to their Bid/s. All such costs and expenses will be borne by Bidder/s, and UPPCL and its employees and advisors shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

Though adequate care has been taken while preparing the Tender Document, the Bidder/s shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder/s before the pre bid meeting as per Notice Inviting Tender (NIT), then it shall be considered that the Tender document is complete in all respects and has been received by the Bidder/s.

UPPCL may at its own discretion suspend, postpone, withdraw or annul the tender process at any stage without assigning any reason thereof and the bidders by participating in the tender process agree to the same and undertaken not to raise any objection in this regard.

CONTENTS

BID INFORMATION SHEET	7
1. DEFINITIONS	11
2. INTRODUCTION	15
2.1. INTRODUCTION	15
2.2. ABOUT THE PROJECT	15
2.3. SALIENT FEATURES OF THE TENDER	15
2.4. PROJECT CAPACITY	17
2.5. SELECTION OF TECHNOLOGY	17
2.6. ELIGIBLE PUMPED HYDRO PROJECTS	17
2.7. MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION TO A BIDDER/S	17
2.8. PROJECT LOCATION	18
2.9. SCHEDULE COMMISSIONING DATE	18
2.10. DELAY IN COMMISSIONING ON ACCOUNT OF DELAY IN GRID CONNECTIVITY OPERATIONALIZATION	18
2.11. COMMERCIAL OPERATION DATE (CoD) OF PUMPED HYDRO STORAGE PLANT	19
2.12. PRICE BID AND ITS EVALUATION	19
2.13. CYCLE LOSS	20
2.14. TARGET ANNUAL AVAILABILITY	22
2.15. CONNECTIVITY	22
2.16. SYNCHRONIZATION, COMMISSIONING & COMMERCIAL OPERATION	23
2.17. PROJECT AGREEMENTS	24
2.18. APPROVALS AND CLEARANCES	24
2.19. TECHNICAL AND REGULATORY REQUIREMENTS TO BE FOLLOWED	24
2.20. CODES AND STANDARDS APPLICABLE FOR PHSP	25
2.21. PERFORMANCE MONITORING	25
3. BID PROCESS	27
3.1. DESCRIPTION OF BID PROCESS	27
3.2. TECHNO-COMMERCIAL BID	27
3.3. PRICE BID OPENING	27
3.4. E-REVERSE AUCTION PROCESS	27
3.5. ELIGIBILITY OF BIDDER/S	28
3.5.1. NATURE OF BIDDING ENTITY	28
3.5.2. GENERAL CONDITIONS OF ELIGIBILITY	30
3.6. CLARIFICATIONS ON BID DOCUMENTS AND PRE-BID MEETINGS	32
3.6.1. CLARIFICATIONS AND QUERIES	32
3.6.2. PRE-BID MEETING	33
3.7. AMENDMENT, CORRIGENDUM OF BID DOCUMENTS	33
3.7.1. ISSUANCE OF AMENDMENT AND CORRIGENDUM	33
4. BID SECURITY	34
4.1. BID SECURITY	34
4.2. PAYMENT ON ORDER INSTRUMENT (POI)	35
5. PREPARATION OF BID/S	36
5.1. NUMBER OF BIDS	36
5.2. COST OF BIDDING	36
5.3. LANGUAGE OF BID AND CORRESPONDENCE	36
5.4. PROPOSAL DUE-DATE	36
5.5. VALIDITY OF BID/S	37
5.6. CURRENCIES OF BID	37

5.7.	ONLINE BID FOR SUBMISSION OF TECHNO-COMMERCIAL BID AND PRICE BID	37
5.8.	TECHNO-COMMERCIAL BID	37
5.9.	PRICE BID	39
5.10.	OFFLINE BID FOR SUBMISSION OF HARDCOPIES	40
6.	EVALUATION OF BID/S	42
6.1.	DETERMINATION OF RESPONSIVENESS OF TECHNO-COMMERCIAL BID	42
6.2.	EVALUATION OF QUALIFICATION PROPOSALS	43
6.3.	TECHNICAL CAPACITY	43
6.4.	FINANCIAL CAPACITY	44
6.5.	CYCLE LOSS:	45
6.6.	SHORT LISTING OF BIDDER/S FOR OPENING OF FINANCIAL BID/S	45
6.7.	DETERMINATION OF RESPONSIVENESS OF PRICE BID/S (STAGE – 1)	45
6.8.	BUSINESS RULES OF E-REVERSE AUCTION	46
6.9.	E-REVERSE AUCTION (E-RA) (STAGE – 2)	46
	REVISED OFFER / PROPOSAL FROM U.P. BIDDERS (STAGE – 3):	49
	SELECTION OF SHORTLISTED BIDDER (STAGE – 4)	51
6.10.	ISSUANCE OF LOAs	53
6.11.	PERFORMANCE BANK GUARANTEE (PBG)/ PAYMENT ON ORDER INSTRUMENT (POI).....	53
6.12.	SIGNING OF PHSPPA	53
7.	MISCELLANEOUS	55
7.1.	TENDER DOCUMENT	55
7.2.	ACKNOWLEDGEMENT BY BIDDER/S	55
7.3.	RIGHTS OF UPPCL	55
7.4.	CORRESPONDENCE WITH BIDDER/S.....	57
7.5.	CONFIDENTIAL INFORMATION AND PROPRIETARY DATA	57
7.5.1.	PROPRIETARY DATA.....	57
7.5.2.	CONFIDENTIALITY OBLIGATIONS OF UPPCL	57
7.5.3.	FRAUD AND CORRUPT PRACTICES.....	57
7.6.	GOVERNING LAW AND JURISDICTION	59
7.6.1.	GOVERNING LAW.....	59
7.6.2.	EXCLUSIVE JURISDICTION	59
8.	APPENDIX.....	60
8.1.	APPENDIX I: LETTER TO BID	60
8.2.	ANNEX-I: DETAILS OF BIDDER/S	66
8.3.	ANNEX-II: CERTIFICATE FROM STATUTORY AUDITOR	67
8.4.	ANNEX-III: STATEMENT OF LEGAL CAPACITY OF THE BIDDER/S	68
8.5.	ANNEX-IV: CERTIFICATE OF ANTI-COLLUSION	69
8.6.	ANNEX-V: AFFIDAVIT FOR ANTI-BLACKLISTING.....	70
8.7.	ANNEX-VI: DECLARATION OF SHAREHOLDING PATTERN OF THE BIDDER/S	71
8.8.	ANNEX-VII: NO DEVIATION CERTIFICATE	72
8.9.	ANNEX – VIII: FORMAT FOR DECLARATION BY THE BIDDER/S FOR THE PROPOSED TECHNOLOGY TIE-UP	74
8.10.	ANNEX – IX: FORMAT FOR TECHNICAL CRITERIA	75
8.11.	ANNEX – X: FORMAT FOR CYCLE LOSS	76
8.12.	APPENDIX II-A: FORMAT OF BANK GUARANTEE TOWARDS BID SECURITY	78
8.12.	APPENDIX II-A2: FORMAT OF PAYMENT ON ORDER INSTRUMENT TOWARDS BID SECURITY	82
8.13.	APPENDIX II-B: FORMAT OF PERFORMANCE SECURITY (PROFORMA OF BANK GUARANTEE).....	85
8.13.	APPENDIX II-B2: FORMAT OF PERFORMANCE SECURITY (PAYMENT ON ORDER INSTRUMENT).....	87
8.14.	APPENDIX-III FORMAT FOR POWER OF ATTORNEY AND BOARD RESOLUTIONS	91
8.15.	APPENDIX-IV FORMAT FOR POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM.....	94
8.16.	APPENDIX-V FORMAT FOR JOINT BIDDING AGREEMENT	97

8.17.	APPENDIX-VI: FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR TECHNICAL CAPACITY	103
8.18.	APPENDIX-VII: FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR FINANCIAL CAPACITY	105
8.19.	APPENDIX-VIII: FORMAT FOR ACCEPTANCE OF PHSPPA ANNUAL FIXED CHARGE POST E-REVERSE AUCTION	106
8.20.	APPENDIX-IX: FORMAT FOR DECLARATION OF BID SECURITY	107
8.21.	APPENDIX-X: SPECIAL INSTRUCTIONS TO BIDDER/S FOR E-TENDERING	108
8.22.	ANNEXURE-XI: TERMS & CONDITIONS OF REVERSE AUCTION.....	115
8.23.	ANNEXURE-XII: FORMAT FOR SUBMISSION OF CENSENT / OFFER	118

BID INFORMATION SHEET

The Bid Information Sheet is provided below:

Particulars	Description
Document Description	Bid/s are invited from the Pumped Hydro Storage Developer/s to provide long term energy storage capacity of 2000 MW (For 8 Hours discharge with maximum 6 Hours continuous discharge per day) from the Pumped Hydro Storage Plant/s (PHSP/s) through Competitive Bidding Process on “Build-Own-Operate-Maintain” (BOOM) basis from the projects commissioned or to be developed anywhere in India for a period of 40 years.
Tender No. and Date	Tender No: 02/PPA/RE/PHSP/2000 MW/2025 Dated:17.04.2025
Brief Scope	Bidder/s shall be responsible for charging and discharging of electricity up to 2000 MW capable of 8 Hours discharge with maximum 6 Hours continuous discharge from PHSP/s. The procurement is on the basis of 40 years long term Pumped Hydro Storage Power Procurement Agreement (PHSPPA) with the Procurer/s. The input energy for charging shall be provided by the Procurer/s at Delivery Point up to the declared Cycle Loss.
Downloading of Tender Document	The Tender document can be downloaded from the website of ISN-ETS https://www.bharat-electronictender.com Contact no: +91-124-4229071
Due date for online submission of “Techno-Commercial Bid” and “Price Bid” as per Tender	As per ISN-ETS Portal
Due date for hard copy submission of “Techno-Commercial Bid” as per Tender	As per ISN-ETS Portal
Last date of receipt of pre-bid queries from the Bidder/s	As per ISN-ETS Portal
Pre-bid meeting	Pre-bid meeting shall be conducted at UPPCL Office, Lucknow. Date of pre-bid meeting shall be as per ISN-ETS Portal

Techno-Commercial Bid Opening (except Price Bid)	As per ISN-ETS Portal
Price Bid Opening	Shall be intimated to the Bidder/s separately.
E-Reverse Auction	Shall be intimated to the Bidder/s separately.
Cost of Tender (Non-refundable applicable for the Bidder/s)	<p>Amount: INR 10,000 (Indian Rupees Ten Thousand only) plus GST@18%</p> <p>Cost of Tender to be paid through Net Banking/NEFT/RTGS/IMPS. The account details for online payment are as below:</p> <p>Name of Beneficiary: Account Officer Kendriya Bhugtan Prakosth, UPPCL,</p> <p>Account Name: UPPCL Electricity Kendriya Bhugtan Prakosth Expenditure Account</p> <p>Account No.: - 10101987510</p> <p>Bank Name – State Bank of India</p> <p>Branch Name- 15- Ashok Marg, Lucknow 226001</p> <p>IFSC Code: SBIN0003347</p>
Cost of Application Fee (Non-refundable applicable for the Bidder/s)	<p>Amount: INR 10,000 (Indian Rupees Ten Thousand only) plus GST@18%</p> <p>Cost of Application Fee to be paid online through Net Banking/NEFT/RTGS/IMPS. The account details for the online payment are as below:</p> <p>Name of Beneficiary: Account Officer Kendriya Bhugtan Prakosth, UPPCL</p> <p>Account Name: UPPCL Electricity Kendriya Bhugtan Prakosth Expenditure Account</p> <p>Account No.: - 10101987510</p> <p>Bank Name – State Bank of India</p> <p>Branch Name- 15- Ashok Marg, Lucknow 226001</p>

	IFSC Code: SBIN0003347
Bid Security /EMD applicable for the Bidder/s	<p>Amount: INR 5,00,000 (Indian Rupees Five Lakh only) per MW</p> <p>Expiry period: One Hundred and Eighty (180) days from the original Due date for online submission of “Techno-Commercial Bid” and “Price Bid”.</p> <p>Claim period: Thirty (30) days from the end date of Expiry period To be submitted by the Bidder/s in the form of Bank Guarantee along with the response to Tender in name of “Uttar Pradesh Power Corporation Limited” payable at “Lucknow”.</p> <p>The Bidder/s also have an option to pay the Bid Security as mentioned above in the form of Electronic Transfer/NEFT Payments in the following account of UPPCL:</p> <p>Name of Bank: State Bank of India</p> <p>Name of Beneficiary: Account Officer Kendriya Bhugtan Prakosth, UPPCL,</p> <p>Account Name: UPPCL Electricity Kendriya Bhugtan Prakosth Expenditure Account</p> <p>Branch Name and Address: State Bank of India, 15 – Ashok Marg, Lucknow 226002</p> <p>Account Number: 10101987510</p> <p>IFSC Code: SBIN0003347</p> <p>In case of electronic fund transfer, copy of transfer receipt/electronic transfer receipt is to be submitted along with other documents at UPPCL office at Lucknow before last date and time of submission of Bid/s of this Tender document</p>
Address for submission of hardcopies of Techno-Commercial Bid	<p>Uttar Pradesh Power Corporation Limited</p> <p>Address:</p> <p>Sh. Deepak Raizada</p> <p>Chief Engineer (PPA)</p> <p>Uttar Pradesh Power Corporation Limited</p> <p>14, Ashok Marg,Civil Lines, Lucknow,</p>

	Uttar Pradesh 226001 Telephone: 0522-2218812/8809/8808 Email id: ce.ppa@uppcl.org
Point of Contact	Sh. Deepak Raizada Chief Engineer (PPA) Ph.: 0522-2218812/8809/8808 E-mail: ce.ppa@uppcl.org

Important note:

- Prospective Bidder/s are requested to remain updated of any or all notices, amendments, corrigendum, clarifications etc. to the Tender Document published through the website of M/s Electronic Tender.com (India) Pvt. Limited (<https://www.bharat-electronictender.com>). No separate notifications shall be issued for such notices, amendments, corrigendum, clarifications etc. in the print media or individually to the prospective Bidder/s and in no case UPPCL shall be held responsible for any loss of information to the Bidder/s. All the amendments, corrigendum's, clarifications issued subsequent to this Tender Document will be deemed to form part of this Tender.
- Bid/s submitted without cost of the Tender document and/or Cost of Application Fee and/or Bid Security, shall be liable for rejection by UPPCL.
- Information regarding the subject notification shall be updated on <https://www.bharat-electronictender.com>

1. DEFINITIONS

In this Tender Document, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below:

Accounting Year	means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year
Actual COD/Project COD	shall mean the Date of full commissioning of the PHSP Project
Affiliate	shall mean a Company that, directly or indirectly, a) controls, or b) is controlled by, or c) is under common control with, the Bidder/s / a Member of Bidding Consortium / the Developer/s 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;
Annual Fixed Charge (AFC)	Annual cost of storage payable to the Developer/s at the Delivery Point for a period of 40 years. The Annual Fixed Charge payable to the Developer/s shall be expressed in INR/MW/Annum.
Bidder/s	Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder/s 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; ‘company’ means a company registered and incorporated under the Companies Act, 1956/2013 and foreign company means a company registered and incorporated under the applicable law of that country <i>pari materia</i> to the Indian Companies Act.
Bidding Consortium or Consortium	A group of Companies that collectively submit the response in accordance with the provisions of this Tender under the JBA (“Joint Bidding Agreement”), as per the format provided herein, a Consortium Agreement (Appendix - V);
Chartered Accountant	A person or firm registered with the Institute of Chartered Accountants of India and entitled to practice the profession of Chartered Accountant in India under the applicable provisions of the Chartered Accountants Act, 1949
Contract Period/Term of Agreement	The Term of this Agreement shall commence on the Effective Date and shall continue for a period of 40 years from the Commercial Operation Date and ending on the Expiry Date.
Contracted Capacity	shall mean capacity, in MW, of pumped hydro storage contracted with Procurer for charge/discharge by the Developer to Procurer at the Delivery Point. The pumped hydro storage should be capable of delivering 6 hours of continuous discharge

Conversion Efficiency	Conversion Efficiency measured at the Delivery Point, and in reference to a complete cycle (full charge and full discharge) is ratio of output energy to input energy at Delivery Point. The output energy at Delivery Point shall be net of auxiliary consumption, line losses and/or any other applicable losses.
Conversion Loss/ Cycle Loss	Cycle Loss = 100% - Conversion Efficiency
CTU (Central Transmission Utility)	“Central Transmission Utility (CTU)” shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003
Declared Availability	means the ability of the Project to execute discharge function when called upon to do so as per the schedule, subject to minimum system ratings
Developer/s	means the Bidder/s who has been selected in the E-Reverse Auction process to provide the storage capacity from Pumped hydro storage plant project under this Tender, as defined in Pumped Hydro Storage Power Procurement Agreement (PHSPPA).
Expiry Date	Shall mean the date occurring at the end of the Forty (40) years from the Actual Commissioning Date or Actual COD unless extended by the Parties as per this Agreement
Financial Closure	shall mean the execution of all the Financing Agreements required for the Power Project and fulfillment of Conditions Subsequent and waiver, if any, of any of the Conditions Subsequent for the initial draw down of funds there under.
Group Business entity” or “Group Company	<p>“Group Business entity” or “Group Company” of a Company means:</p> <ul style="list-style-type: none"> a. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Bidding Company or; b. a Company in which the Bidding Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or; c. a Company in which the Bidding 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; d. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Bidding Company whether through the ownership of securities or agreement or any other arrangement or otherwise or; e. a Company which is under common control with the Bidding Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other
Inter-Connection Point/ Delivery	<p>“Inter-Connection Point/ Delivery Point” shall mean:</p> <ul style="list-style-type: none"> ▪ For UP STU-connected Projects: nearest UP STU Sub-station.

Point / Metering Point	<ul style="list-style-type: none"> For PSP other than above: UP Periphery (Interconnection point of UP STU and CTU) <p>Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the Bidder/s shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time. The total cost of metering, recording & transferring /communicating the data from its pooling stations to 765/400/220/132 kV Grid Substation (GSS) at Delivery Point would be borne by the Developer/s.</p>
ISTS	ISTS means “Inter-State Transmission System”
In.STS	In.STS means “Intra State Transmission System”
Lead Member of the Bidding Consortium or Lead Member:	There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
Letter of Award (LOA)	Letter issued by UPPCL to the Successful Bidder/s pursuant to this Tender, for signing of the Pumped Hydro Storage Power Procurement Agreement (PHSPPA)
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.
“Payment on Order Instrument”	shall mean the irrevocable unconditional letter of undertaking issued by either of the three institutions, viz., (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited (PFC) or (iii) Rural Electrification Corporation Limited (REC)., as an alternative to submission of Performance Bank Guarantee by the Developer, issued in the form attached hereto as APPENDIX II-A-2 and APPENDIX II-B-2;
PHSP Developer/s	Same as “Developer/s”
Price Bid	Price Bid is the “Total Storage Cost considering Annual Fixed Charge (AFC) and declared Cycle Loss” as defined in Clause 5.9
Procurer/s	shall mean Uttar Pradesh Power Corporation Limited (UPPCL)
Project/ Pumped Hydro Storage Plant/s (PHSP/s)/ Pumped Hydro Storage Project/s	<p>Project shall mean the Pumped Hydro Storage Plants (PHSP)/ Pumped hydro storage system, comprising all the various components for charging (pumping) and discharging (generation), having single point of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having requisite control systems and separate metering system for each interconnection points with ISTS.</p> <p>The Project shall include all Pumped hydro generation units, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related</p>

	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 to Procurer/s under this Tender.
Pumped Hydro Storage Power Procurement Agreement (PHSPPA)/Project Agreements	Pumped Hydro Storage Power Procurement Agreement (PHSPPA) is the agreement signed between Procurer/s and the Developer/s pursuant to this Tender for a period of 40 years from the COD.
Scheduled Commissioning Date (SCOD)	The date of commissioning of the Projects shall be the date falling on completion of 72 months or 6 years from the date of execution of PHSPPA
Successful Bidder/s	Bidder/s who has / have been issued the LOA/s pursuant to this Tender.
Tender Document / Tender	This Tender, Pumped Hydro Storage Power Procurement Agreement (PHSPPA), including annexures, amendments / corrigenda thereof.
Ultimate Parent	shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid-up share capital, either directly or indirectly in the Parent and Affiliates;

2. INTRODUCTION

2.1. Introduction

- a) Uttar Pradesh Power Corporation Ltd. (UPPCL) on behalf of DISCOMS namely Paschimanchal Vidyut Vitran Nigam Ltd (“PVVNL”), Poorvanchal Vidyut Vitran Nigam Ltd. (“Pu.VVNL”), Madhyanchal Vidyut Vitran Nigam Ltd. (MVVNL”), Dakshinanchal Vidyut Vitran Nigam Ltd. (“DVVNL”) , Kanpur Electricity Supply Company Limited (“KESKO”) is authorized to directly procure power from the Pumped Storage Projects on long term basis for a period of 40 years
- b) Brief particulars of the requirements are as follows: -

Capacity Required (MW)	Minimum Capacity (MW)	SCOD	Period of Supply during the Year
2000	100	72 Months from signing of PHSPPA	April to March

2.2. About the Project

- a) The Bidder/s selected by UPPCL based on this Tender, shall provide energy storage capacity from PHSP/s on “Build-Own-Operate-Maintain” (B-O-O-M) basis located anywhere in India for an aggregate capacity of 2000 MW in accordance with the provisions of this Tender document and PHSPPA. Format has been enclosed and can be downloaded from website of ISN-ETS <https://www.bharat-electronictender.com>
- b) The Project will result in making available firm-dispatchable power to meet the demand patterns of Procurer/s, thereby strengthening the power supply capacity and power system stabilization measures for the Procurer/s.
- c) The Procurer shall enter into a PHSPPA with the successful Bidder/s for the Contracted Capacity from PHSP/s for a period of 40 years based on the terms, conditions and provisions of the Tender Document.
- d) Under this Tender, Procurer/s shall be responsible for making available the charging power required up to the declared cycle loss at the Delivery Point for the scheduled dispatch and the cost for such input energy shall be borne by respective Procurer.

2.3. Salient Features of the Tender

- a) The Bidder/s will have to submit a single bid (single application) irrespective of number of Projects and/or number of locations for the total quoted capacities. For instance, if a Bidder/s wishes to bid for 20 (Twenty) nos. of 100 MW PHSP/s located at twenty different locations under this Tender, then the Bidder/s shall quote a single Annual Fixed Charges (the “**Quoted AFC**”, expressed in INR /MW/annum) for all the twenty Projects. Submission of multiple AFC values for different Projects by the same company shall result in rejection of its Bid.

- b) Procurer/s shall provide the Developer/s with sufficient hours for charging operations based on grid operational conditions.
- c) **Minimum Bid Capacity:** Bidder/s must quote minimum capacity of 100 MW from single location.
- d) **Multiple locations:** A Bidder/s may quote from projects located at multiple locations, subject to: -
 - (i) each location being minimum 100 MW.
 - (ii) single price bid for all locations.
- e) **Maximum Bid Capacity:** Bidder/s may quote capacity not exceeding 2000 MW.
- f) **Location and Connectivity:** The Bidder/s may offer the bid from PHSP/s located anywhere in India, chosen by the Bidder/s at their own discretion, cost, risk and responsibility. The responsibility of getting the grid connectivity, Long-Term Access (LTA) and General Network Access (GNA) shall entirely be on and at the cost of the Bidder/s. All expenses including connectivity charges and losses upto the Delivery Point shall be borne by the Bidder/s without any liability to reimburse by Procurer/s. The maintenance of Transmission system up to the delivery point shall be responsibility of the Bidder/s, to be undertaken entirely at its cost and expense. The entire cost of transmission including cost of construction of line, bus/bays, SLDC/Scheduling & Operating charges, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the Bidder/s. For transmission of power during charging/discharging of the PHSP/s, Transmission charges and losses from PHSP upto Delivery Point shall be borne by the Bidder/s, and charges & losses from Delivery Point upto Procurer end shall be borne by the Procurer/s. Applicability of ISTS charges and losses on charging and discharging power shall be governed as per the extant regulations.
- g) **Award criteria:** Selection of the developer shall be through competitive bidding process, based on the Lowest Quoted Total Storage Cost discovered during E-Reverse Auction which shall be the combination of the below parameters:
 - i. Annual Fixed Charge (AFC) expressed in INR/MW/Annum, quoted by the Bidder/s at Delivery Point.
 - ii. Cycle Loss (CL), expressed in (%) declared by the Bidder/s
- h) **Tenure of Pumped Hydro Storage Power Procurement Agreement (PHSPPA):** Procurer/s shall enter into PHSPPA with the Developer/s for respective Contracted Capacities at Delivery Point, from the Effective Date to Expiry date.
- i) **Input energy** for charging shall be provided by Procurer/s free-of-cost to the Developer/s at the Delivery Point. However, the deviation charges for charging and discharging shall be borne by developer, if any, will be dealt as per applicable regulation.

It is clarified that DSM shall be borne by the injecting and drawee entities respectively as per the applicable DSM Regulations.

- j) **Status of PHSP Project/s:** Subject to meeting the eligibility criteria, Bidder/s may quote from PHSP Projects anywhere in India either commissioned after 08th March 2019 or at any stage of development /construction or intended to be developed.

2.4. Project capacity

- a) The successful Bidder/s shall be required to provide energy storage capacity quoted by him from PHSP/s and required to sign PHSPPA with the Procurer/s. The capacity offered under this Tender shall be capable of 8 Hours discharge with maximum 6 Hours continuous discharge.
- b) **Minimum capacity:** The PHSP/s unit shall be of minimum 100 MW capacity at a single location.
- c) **Total capacity:** The total capacity to be allocated to the Bidder/s shall be maximum 2000 MW. UPPCL at its sole discretion may allocate additional capacity upto 1000 MW.
- d) Charging power to the Developer/s shall be provided in steps of 100% of the rated unit-wise capacity (in MW) upto the Contracted Capacity at declared cycle loss.
- e) **Usage in cycle:** UPPCL shall have the right to schedule the discharge of the PHSP at its sole discretion, in any number of discharges, provided that adequate charging power has been made available by UPPCL prior to such discharge(s), and subject to the provision of adequate transition time between generation and pumping modes, as specified in the tender document.

2.5. Selection of technology

- a) Under this Tender, Bidder/s has the flexibility to choose the type and power rating of the various equipment of the Pumped hydro system depending on project layout, operating water levels, storage capacity of reservoirs, data on long term flow availability, selected turbo generating equipment type and its parameters and other relevant parameters.
- b) The Bidder/s shall be responsible for discharge of 8 Hours discharge with maximum 6 Hours continuous discharge on daily basis, as per the schedule provided by respective SLDC. Further, SLDC will take dynamic decision depending upon the grid condition and PHSP/s State of Charge for the available quantum of power required for charging and discharging, subject to maximum continuous discharge of 6 hours for the Contracted Capacity.

2.6. Eligible Pumped hydro projects

- a) Projects commissioned after 8th March 2019, under inception stage, projects under construction and projects which are not yet commissioned, will be considered subject to the condition that such projects are not already accepted under any other Central or State Schemes and do not have any obligations.

2.7. Maximum Eligibility for project capacity allocation to a Bidder/s

For the purpose of bidding, the Contracted Capacity shall refer to the Pumped hydro storage capacity (MW) to be quoted by the Bidder/s

- a) Bidder/s including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid with minimum of 100 MW to a maximum of 2000 MW.
- b) The total capacity to be allocated to a Bidder/s shall be 2000 MW. Capacity of a single Project shall range between 100 MW to 2000 MW. However, as bucket filling methodology is to be adopted, the last contracted capacity may be less than 100 MW.
- c) Multiple Bid/s from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the Bid/s submitted by the group invalid.
- d) The evaluation of Bid/s shall be carried out as described in Section 6.2 of Tender. The methodology for allocation of Projects is elaborated in Section 6.8.

2.8. Project Location

- a) **Location of the PHSP/s:** The PHSP/s can be located anywhere in India. The Project location chosen by the Bidder/s shall be at its own discretion, cost, risk and responsibility. However, Project location should be chosen taking cognizance of the provisions as per Clause 2.15 of this Tender.

2.9. Schedule Commissioning Date

- a) The date of commissioning of the Projects (the “Scheduled COD”) shall be within a period of 72 months or 6 years (“Scheduled Commissioning Period”) from the date of signing of PHSPPA.
- b) The Developer shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled COD.
- c) The maximum period allowed for commissioning of the full Project Capacity shall be limited to 8 (Eight) years from the date of signing of this Agreement subject to provisions of PHSPPA.
- d) In case of Part/Early/Delayed Commissioning, respective provisions of PHSPPA shall be applicable.
- e) Bidders are also allowed for alternate supply from any other PSP prior to the SCSD of the Project as per provisions outlined in this tender document.

2.10. Delay in commissioning on account of delay in Grid connectivity operationalization

- a) The Bidder/s shall apply due diligence while identifying the Inter State Transmission System (ISTS) / Intra State Transmission System (In.STS) substations and applying for connectivity, with reference to bay availability and/or timelines of commissioning of planned ISTS/In.STS infrastructure. UPPCL will not assume any responsibility in this above-mentioned process of ascertaining availability at the ISTS/In.STS substations and grant of connectivity.
- b) Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of connectivity by the CTU/STU and/or there is a delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the transmission network until Scheduled COD of the Project, and it is established that:
 - i. The Developer has complied with the complete application formalities with CTU/STU.

- ii. The Developer has adhered to the applicable procedures in this regard as notified by the CTU/ STU/PGCIL/CERC/SERC/CEA, and
- iii. The delay in grant of connectivity by the CTU/ STU and/or delay in readiness of the grid substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS / In.STS (for projects to be developed in the state of Uttar Pradesh) network, is a factor attributable to the CTU/ STU and is beyond the control of the Developer/s.

The above shall be treated as delays beyond the control of the Developer/s and Scheduled COD for such Projects shall be revised. Decision on requisite extension on account of the above factor shall be taken by UPPCL on case-to-case basis.

2.11. Commercial Operation Date (CoD) of Pumped Hydro Storage Plant

- a) COD shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project as per applicable Grid Code. The 40-year tenure of PHSPPA shall be as per the provisions of PHSPPA. The following milestone dates may therefore be observed and may fall on separate dates:
 - i. **Interconnection with Grid:** This may be provided by the CTU/STU on the request of the project Developer/s, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
 - ii. **Commissioning of the Project:** This will be the date of issuance of commissioning certificate. UPPCL may authorize any individual or committee comprising of the designated officers of Procurer/s states or organization to declare the project commissioned on site and thereby issuance of commissioning certificate.

2.12. Price Bid and its Evaluation

- a) The Selection of Developer/s under this Tender shall be based on the Lowest Total Storage Cost discovered during E-Reverse Auction which shall be the combination of the below parameters:
 - i. **Component – A:** Annual Fixed Charge (AFC) and
 - ii. **Component – B:** Cycle Loss (CL).
- b) The Bidder/s shall quote the Total Storage Cost (expressed in INR/MW/annum), AFC (expressed in INR/MW/annum) and declare the Cycle Loss (expressed in %) of the Projects at the time of submission of response to Tender which is constant during the entire term of the PHSPPA.
- c) Bidder/s shall compute the Total Storage Cost which is combination of AFC & Cycle Loss as per below formula:

$$\begin{aligned} \text{Total Storage Cost} \\ = \text{Annual Fixed Cost} + (\text{Annual Fixed Cost} \times \text{Cycle Loss \%}) \end{aligned}$$

For illustration: If a Bidder declares a Cycle Loss of 15% for a Contracted Capacity of 2000 MW, with an Annual Fixed Charge of INR 50,00,000/MW, then Total Storage Cost computed as per above formula shall be INR 57,50,000/MW/annum.

- d) A single Cycle Loss (%), Annual Fixed Charge (AFC) and Total Storage Cost for supply of Pumped hydro storage capacity till the Delivery Point for 40 years shall be quoted by the Bidder for its response to Tender, irrespective of the number of Projects quoted for and the individual Project location.
- e) The selection of Bidder/s shall be on the basis of Total Storage Cost which shall be the combination of AFC (expressed in INR/MW/annum) and CL (expressed in %) discovered through E-Reverse Auction and subsequent process as outlined in this tender document.
- f) The quoted AFC shall be expressed in INR/MW/annum upto a maximum of 2 (two) decimal points.
- g) The AFC quoted by the Bidder/s shall be fixed for the entire term of the PHSPPA. This shall be exclusive of GST and inclusive of all statutory taxes, duties, levies, cess, etc., if applicable as on the last date of bid submission. The selected Bidder(s) / Developers will be obligated to undertake measures to reduce GST incidence by availing Input Tax Credit (ITC) or any other tax refund exemption, or benefit under applicable tax laws. The final impact of GST shall be reimbursed by UPPCL on production of supporting documents adjusting for the benefits.
- h) The Bidder/s undertake to provide Contracted Capacity to Procurer/s and Procurer/s undertakes to pay the AFC after adjusting the Cycle Loss from the Total Storage Cost discovered during the e-Reverse auction process for the Contracted Capacity at the Delivery Point, for the entire term of the PHSPPA.
- i) Procurer/s shall enter into PHSPPA with the Bidder/s for a period of 40 years from the COD. Any fiscal incentives such as Concessional Custom Duties, Tax Holidays, Viability Gap Funding, etc. available for such projects during their operational period shall be passed on to the Procurer/s.
- j) The successful Bidder/s need to furnish all the necessary/requisite documents required to be submitted to the Appropriate Commission for adoption of tariff as per Section 63 of the Electricity Act, 2003.

2.13. Cycle Loss

- a) The Bidder/s shall declare the Cycle Loss (expressed in % rounded off up to 2 decimal points) of the Projects in accordance with the format prescribed in **ANNEX – X: Format for Cycle Loss**.
- b) The declared Cycle Loss shall serve as a benchmark for the Developer's future performance. The declared annual Cycle Loss for the Project shall remain unchanged for the entire term of the PHSPPA.

- c) If for any month, it is found that the actual cycle loss is higher than the declared Cycle Loss, such shortfall in performance shall be adjusted in the Monthly Fixed Charge (MFC) payable on monthly basis to the Developer/s as penalty.
- d) The adjusted MFC payable to the Developer on account of higher Cycle Loss than the Declared Cycle Loss shall be as below:

$$\text{Adjusted MFC} = \text{MFC} - [(\text{Input Energy at Actual Cycle Loss} - \text{Input Energy at Declared Cycle Loss}) \times \text{Additional Input Energy Charges}]$$

Whereas,

- Additional Input Energy Charges are as below (INR/kWh)

Cycle Loss Deviation from declared Cycle Loss	Excess Input Energy to be billed at
$\leq 10\%$	1.5 x average power purchase rate notified/approved/issued for the year (by CERC) at national level
$> 10\%$	2.00 x average power purchase rate notified/approved/issued for the year (by CERC) at national level

Where,

- Cycle Loss Deviation, % = Actual Cycle Loss in a month % – Declared Cycle Loss%
- Average Power purchase rate (APPR) for national level shall be as notified/approved/issued by the CERC for the applicable year. In case there is no approved rate for the said period, then the last rate approved may be considered and same shall be reconciled after the notification of APPR by CERC for the corresponding year.

Illustration:

If the Declared Cycle Loss is 20% whereas the Actual Cycle Loss is 25%, then the applicable amount on 5% (i.e., 25%-20%) additional input energy shall be billed and recovered from the Developer at the approved APPR (CERC approved value for the applicable year).

Sr No	Particulars	Unit	Legend	Amount
1.	Declared Cycle Loss	%	A	20
2.	Monthly Output	MWh	B	90,000
3.	Input Energy required @Declared Cycle Loss	MWh	$C = B/(1-A)$	1,12,500

Sr No	Particulars	Unit	Legend	Amount
4.	Actual Cycle Loss	%	D	25
5.	Actual Input Energy Required	MWh	$E = B/(1-D)$	1,20,000
6.	Excess Input Energy required	MWh	$F = E - C$	7,500
7.	APPC rate (as approved by CERC at national level)	INR per unit	G	3.85 (illustrative)
8.	Additional input energy charges	INR per unit	$H = G * 2$	7.70
9.	MFC	INR	I	40,00,00,000
10.	Adjusted MFC	INR	$J = I - (H * F * 1000)$	34,22,50,000

- e) There is no Adjusted AFC (payable on monthly basis) applicable if the Actual Cycle Loss is lower than the Declared Cycle Loss.
- f) In case of improvement of Cycle Loss, Developer shall be allowed to sell surplus power to the third party and the gains accrued to Developer on such sale shall be equally shared between Developer & Procurer/s.
- g) The Bidder/s shall agree that the methodology specified herein above for calculation of liquidated damages payable by the Bidder/s, in case of actual Cycle Loss being higher than the declared Cycle Loss is a genuine and accurate pre-estimation of the actual loss that will be suffered by UPPCL/Procurer/s.
- h) The overall efficiency of the Pumped hydro storage generating units/plants shall not be less than 75% at any point of time.

2.14. Target Annual Availability

- a) Developer shall be required to ensure minimum Annual Availability of 90% for the Contracted Capacity.

2.15. Connectivity

- a) The point of delivery of power during generation mode and the point of drawl of charging energy shall be at the Delivery Point.
- b) The Bidder/s is allowed to connect the PHSP at CTU/STU
 - i. The Bidder/s shall identify the nearest CTU/STU point for connectivity. The responsibility of getting CTU/STU connectivity and arrangement of connectivity to nearest ISTS/In.STS substation shall entirely be with the Bidder/s and shall be at the

cost of the Bidder/s. In this regard, the Bidder/s shall be required to follow the detailed Connectivity Procedure & Regulation as issued by CERC (as amended from time to time) and as issued by the respective SERC (as amended from time to time), if applicable.

- ii. The Bidder/s shall be required to apply for connectivity at the identified ISTS/In.STS substations within 30 days of Signing of PHSPPA.
 - iii. All charges & losses, including the ISTS connectivity charges, applicable transmission charges & losses, scheduling / RLDC charges, etc. upto the Delivery Point shall be borne by the Bidder/s.
 - iv. The maintenance of any dedicated Transmission system upto the Delivery Point shall be responsibility of the Bidder/s.
 - v. All expenses including connectivity charges, wheeling charges and losses between the Plant Ex-bus and the Delivery Point shall be to the account of Successful Bidder/s without any reimbursement by UPPCL/Procurer/s.
- c) Reactive power charges as per CERC/SERC regulations as applicable, shall be payable by the Bidder/s as per provisions of PHSPPA.
- d) Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PHSPPA.
- e) Procurer/s shall be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point.

2.16. Synchronization, Commissioning & Commercial Operation

- a) The synchronization, commissioning and commercial operation of the Project shall be as per the applicable Grid Code/ Central Electricity Authority/ Central guidelines.
- b) The Bidder/s shall give the concerned RLDC/SLDC and the Procurer/s at least 30 days' advanced written notice of the date on which it intends to synchronize the Project to the Grid System.
- c) There can be part-Commissioning of the project. Part commissioning of the project shall mean that all equipment corresponding to the part capacity have been installed and commissioned, and corresponding energy has flown into the grid, subsequent to approval from the concerned authority.
- d) During the Operating Period, if the Seller is unable to provide supply of power to the Procurer(s) up to the Aggregate Contracted Capacity from the Power Station except due to a Force majeure Event or due to Procurer Event of Default, the Seller is for to supply power up to the Aggregated Contracted Capacity from an alternative generation source (only from PSP project) to meet its obligation under this Agreement. Such power shall be supplied to the Procurer(s) at the same Tariff as per the terms of this Agreement and other incidental charges, including but not limited to application fees for open access, RLDC/SLDC charges, etc., applicable from the alternative source of power supply are higher than the applicable

Transmission Charges from the Injection Point to the Delivery Point, the Seller would be liable to bear such additional charges.

The Seller shall be permitted to supply power to the Procure(s) from any alternative source for a maximum continuous duration of six (6) months or a maximum non continuous period of twenty-four (24) months during the Operating Period, excluding any period of supply from alternative generation source that the Seller avails prior to the commencement of supply from the generation source named in this Agreement.

2.17. Project agreements

- a)** Under the Project Agreement, the Bidder/s shall enter into PHSPPA with the respective Procurer/s. The tenure of the PHSPPA shall be 40 years.
- b)** The above Agreements shall form the part of Tender Document and shall be executed as per Clause 2.2 of the Tender.

2.18. Approvals and clearances

- a)** The Bidder/s shall be solely responsible to obtain all necessary clearances and permits as required for setting up the PHSP.
- b)** Upon written request from the Developer, and subject to the Developer complying with Applicable Laws, Procurer/s may provide reasonable support and assistance to the Developer in procuring Applicable Permits required from Indian government agencies for implementation and operation of the Project.

2.19. Technical and Regulatory Requirements to be followed

Developer/s shall comply all provisions and amendments thereafter of

- a)** CEA (Technical Standards for Connectivity to Grid) Regulation, 2007
- b)** CEA (Technical Standards for construction of Electrical Plants and Electrical Lines) Regulation, 2010
- c)** CEA (Grid Standard) Regulation, 2010
- d)** CEA (safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011
- e)** CEA (Measures relating to Safety and Electrical Supply) Regulations, 2010
- f)** CEA (Installation and Operation of Meters) Regulations 2006
- g)** IEGC, 2023
- h)** CEA (Technical standards for communication system in Power system operations) Regulation 2020
- i)** CERC (Communication System for Inter State Transmission of Electricity) Regulations 2017 / UPERC (Grant of Connectivity to intra-State Transmission System) Regulations, 2010, as amended time to time.

- j) MNRE/MoP guidelines/OM/Advisory/Clarifications
- k) And any other applicable standard/regulations applicable for PHSP.

2.20. Codes and Standards applicable for PHSP

a) System Testing and Commissioning

The PHSP shall be commissioned as per commissioning criteria and procedures specified by the CEA/Appropriate Authority.

b) Other Sub-systems/Components

Other subsystems/components used in the PHSP must also conform to the relevant international/national Standards for Electrical Safety for ensuring Expected Service Life and Weather Resistance

c) Warranty

Developer/s shall procure performance guarantees from the Original Equipment Manufacturer (OEM) to ensure minimum performance levels for predefined application(s) as per the terms of the Tender. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

d) The energy storage solution offered by the Bidder/s shall confirm to the following technical specifications/requirements:

- i. Charge and Discharge as provided under the Tender.
- ii. Cycle Loss: $\leq 25\%$. Inclusive of all losses up to metering point. Metering at ISTS/In.STS injection/drawl point as per CEA metering regulation.
- iii. Maximum Ramp-up/down Response Time as per applicable Rules/Regulations/Codes.
- iv. Automatic Generation Control (AGC) functionality.
- v. SCADA & metering Installation and Commissioning up to Grid Substation (GSS) shall be done by the Developer/s
- vi. Bidder/s shall indicate the proposed location of the storage solution during submission of bid.

2.21. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a) The Developer/s must install necessary equipment to continuously measure PHSP operating parameters (including but not limited to voltage, current, etc.) as well as energy input into and energy output from the PHSP along with Metering arrangement in accordance with extant regulations. They will be required to submit this real time data to Procurer/s online and through a report on regular basis every month for the entire duration of contract.
- b) All data shall be made available as mentioned above for the entire duration of the Contract.

- c)** The PHSP SCADA should be compatible to RLDC/respective SLDC SCADA system (upgraded from time to time). All real time online data should be accessible to RLDC/SLDC/Procurers. This time series data shall be available from the Project SCADA system for monitoring and to facilitate daily, monthly and annual Report for performance monitoring.
- d)** Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

3. Bid Process

3.1. Description of Bid Process

In order to select the Successful Bidder/s, UPPCL shall follow a Bid process on the Proposal submitted by the Bidder/s comprising of Techno-Commercial Bid and Price Bid, followed by the E-Reverse Auction process, as explained below:

3.2. Techno-Commercial Bid

- a) Bidder/s shall submit a Proposal consisting of two (2) envelopes (a) the Techno-Commercial Bid as described in Clause 5.8; and (b) the Price Bid as described in Clause 5.9. The Techno-Commercial Bid shall be opened first and a determination of responsiveness check of the Techno-Commercial Bid shall be made in accordance with Clause 6.1. The Bidder/s who meet the Technical Capacity and Financial Capacity as per the Tender and also found responsive in terms of the Techno-Commercial Bid/s shall be termed as Techno-Commercially qualified Bidder/s (the “**Eligible Bidder**”).
- b) Subject to Clause 6.1, UPPCL will examine all the documents submitted by the Bidder/s/ and ascertain meeting of eligibility conditions prescribed in the Tender. During the examination of the Bid/s, UPPCL may seek clarifications / additional documents to the documents submitted etc., from the Bidder/s if required to satisfy themselves for meeting the eligibility conditions by the Bidder/s. Bidder/s shall be required to respond to any clarifications/additional documents sought by UPPCL within 7 working days from the date of such intimation from UPPCL. All correspondence in this regard shall be made through email/ ISN-ETS portal only. It shall be the responsibility of the Bidder/s to ensure that the email id of the authorized signatory of the Bidder/s is functional. The Bidder/s 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 Bidder/s to remove all the discrepancies and furnish additional documents as requested. UPPCL shall not be responsible for rejection of any bid on account of the above.

3.3. Price Bid Opening

- a) UPPCL shall open the Price Bid/s of the Techno-Commercially qualified Bidder/s only and determine their responsiveness in accordance with Section 5 in order to identify the Eligible Bidder/s. The Eligible Bidder/s can participate in the E-Reverse Auction process as per the provisions mentioned in Clause 6.8.

3.4. E-Reverse Auction Process

- a) The Eligible Bidder/s shall participate in the E-Reverse Auction process, in accordance with Clause 6.8. The Successful Bidder/s shall be selected as per the provisions mentioned under Clause 6.9.
- b) For conducting electronic tendering, UPPCL has adopted a secured and user-friendly e-tender system enabling Bidder/s to search, view, download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited (<https://www.bharat->

electrontender.com) through ISN-ETS. This portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

- c) To use the Electronic Tender® portal <https://www.bharat-electrontender.com>, vendors need to register on the portal.
- d) Interested Bidder/s have to download official copy of the Tender & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electrontender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of Tender and other documents, Bidder/s will not be able to participate in the tender.
- e) 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 Centre' 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.
- f) For any help/guidance, Bidder/s may contact below given contact details:

ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 10:00 HOURS to 18:00 HOURS on all Working Days (Monday to Friday) except Government Holidays)
E-mail ID	support@isn-ets.com

3.5. Eligibility of Bidder/s

3.5.1. Nature of Bidding Entity

- a) Any Bidder, which is a Company constituted under the Companies Act, 1956 or 2013 in India or as per an equivalent law for the foreign Bidder/s can submit their Bid/s. A Bidder/s can participate either as a Single Bidder/s or as a Consortium. For the avoidance of doubt, it is clarified that partnership firm, Limited Liability Partnership (LLP) and Limited Liability Companies (LLC) shall not be eligible to participate in the Bid Process nor their credentials can be used for meeting the eligibility criteria. Foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
- b) In case the Successful Bidder is a Single Bidder then it may, at its own discretion, form an SPV to execute the Project Agreements. However, in case the Successful Bidder/s is a Consortium or a foreign Bidder/s, then such Successful Bidder/s shall mandatorily incorporate an SPV to execute the Project Agreements.
- c) In the event that the Successful Bidder, which is a Single Bidder, chooses not to incorporate an SPV, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, should continue to hold at least fifty one percent (51%) of the total Paid-up Share Capital with voting rights of the Successful Bidder/s until the First Anniversary of the COD. If the

Successful Bidder/s is a Single Bidder/s and chooses to incorporate an SPV, then the Successful Bidder/s shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the First Anniversary of the COD.

- d) If the Successful Bidder/s is a Consortium, then the all the members of the Consortium together shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV in aggregate and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the First Anniversary of the COD. Any change in the shareholding after the First Anniversary of the COD can be undertaken in concurrence with the UPPCL. In the event the Bidder/s is in default to its lenders, then the lenders shall be entitled to undertake “Substitution of Promoters” in concurrence with the UPPCL.
- e) If the Successful Bidder is a Consortium, then the Consortium, in addition to incorporating an SPV, comply with the following conditions:
 - i. The number of members in such Consortium shall not exceed three (3) at any point in time during the tenure of PHSPPA.
 - ii. The Proposal submitted by the Lead Member of the Consortium shall contain the required information of all the members of the Consortium.
 - iii. The members of the Consortium shall nominate the Lead Member. Such nomination shall be supported by a Power of Attorney signed by all the Members of Consortium and shall substantially be in the form set out in APPENDIX-IV. The Lead Member shall have the authority to represent all the members of the Consortium during the Bid process and until the First Anniversary of the COD and thereafter (as applicable). Also, the authorized signatory of all the members of the Consortium shall be supported by Power of Attorney in the form set out in APPENDIX-III.
 - iv. The Consortium shall submit a binding and enforceable Joint Bidding Agreement to UPPCL with its Bid, substantially in the form set out at APPENDIX-V. Except as specifically permitted in accordance with the Tender Document, the members of the Consortium shall not amend, vary or terminate the Joint Bidding Agreement at any time during the validity period of the Bid and thereafter, until the First Anniversary of the COD, without the prior written consent of UPPCL.
 - v. All the members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Bidder’s obligations in relation to the Pumped hydro storage projects.
- f) The Successful Bidder or the shareholders of the Successful Bidder, as the case may be, will be entitled to, with prior consent from UPPCL, dilute its shareholding in the Paid-up Share Capital of the SPV or the Successful Bidder, as the case may be, below the levels stated in Clause 3.5.1 c) above after the First Anniversary of the COD. Such dilution may be undertaken, if the transferee meets the Technical Capacity and Financial Capacity demonstrated by the Successful Bidder at the time of submission of the Techno-Commercial Bid.

3.5.2. General Conditions of Eligibility

- a) Bidder/s shall not have a conflict of interest that affects the Bid Process (the “**Conflict of Interest**”). Any Bidder found to have a conflict of interest shall be disqualified. Bidder/s shall be deemed to have a conflict of interest affecting the Bid Process, if:
- i. Such Bidder/s or Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity of such Bidder/s:
 - a. Controls, is Controlled by or is under common Control with any other Bidder/s or their/its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity thereof; or
 - b. Has any direct or indirect ownership interest in any other Bidder/s or Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity thereof, provided that this disqualification shall not apply if the control or ownership interest is exercised or held by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013; or
 - ii. Such Bidder/s or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is also a constituent of another Bidder/s; or
 - iii. Such Bidder/s receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder/s or such other Bidder/s's Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity; or
 - iv. Such Bidder/s or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has a relationship with another Bidder/s, or such other Bidder/s's Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, directly or through common third party/parties (including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence the Bid, of the other; or
 - v. Such Bidder/s or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has participated as a consultant to UPPCL in the preparation of any documents, design or technical specifications of the Projects.

Explanation: If a Bidder/s is a Consortium, then the term "Bidder/s" shall include each member of such Consortium; and the term "Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity shall include Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity of each Member of the Consortium.

- b) Bidder/s shall be liable for disqualification if any legal, regulatory, financial or technical advisor of Procurer/s in relation to the Tender is engaged by the Bidder/s, the member of the Consortium or any of their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be, in any manner for matters related to the submission of the Bid. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder/s, its Member or any of its Parent, Ultimate Parent, Affiliate, Associate and

Group Business Entity in the past but the assignment expired or was terminated prior to the date of issue of this Tender.

c) If, on or before issuance of Letter of Award (LOA):

- i. Bidder/s is likely to breach or breaches its undertakings under Clause 3.5.1 c) or a Member of a Consortium is likely to breach or breaches any of its undertakings under Clause 3.5.1 d); or
- ii. If any Group Business Entity, whose credentials have been relied on by the Bidder /s or a Member of the Consortium to demonstrate Technical Capacity and Financial Capacity, ceases or will cease to be a Group Business Entity of the Bidder/s or such Member until expiry of First Contract Year,

Then, the Bidder /s shall give UPPCL notice of such occurrence forthwith along with all relevant particulars of such occurrence. If UPPCL is of the view that such occurrence is likely to affect the Technical Capacity and Financial Capacity of the Bidder/s or the Consortium adversely, then UPPCL may disqualify the Bidder/s from participation in the Bid Process; or, if the Bidder/s has been declared as the Successful Bidder/s, withdraw the LOA without UPPCL incurring any liability towards the Successful Bidder/s for such withdrawal or termination.

d) In case the events set out in Clause 3.5.2 c) above takes place after issuance of LOA, then the Successful Bidder/s shall give Procurer/s, notice of such occurrence forthwith along with all relevant particulars of such occurrence. If the Procurer/s is of the view that such occurrence is likely to affect ability of the Bidder/s to undertake its obligations set out in the Project Agreements, then the Procurer/s shall terminate the Project Agreements, without incurring any liability towards the Bidder/s, in accordance with the terms of the Project Agreements.

The decision of Procurer/s under the Project Agreements for the above shall be final and binding on the Developer/s.

- e) If any Person or Bidder/s including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has been barred or blacklisted or suspended by any central, state or local government or government instrumentality in India or in any other jurisdiction to which such Person or the Bidder/s including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity belongs or in which such Person or the Bidder/s including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity conducts its business, from participating in any project on a private participation basis, and the bar subsists as on the Proposal Due Date, then such Person shall not be eligible to submit a Bid, either a Single Bidder or as a member of a Consortium. If any time during the Bid Process, UPPCL finds that the Bidder/s or a Member of a Consortium is so barred or blacklisted or suspended, then UPPCL may disqualify the Bidder/s from participation in the Bid Process.
- f) A Bidder/s or any of Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity (and in the case of a Consortium, the Members and their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity) should not have, in the 3 (three) years immediately preceding the Proposal Due Date:

- i. Failed to perform any contract exceeding a contract value of INR 20,00,00,000 (Rupees Twenty Crore only), as evidenced by imposition of a penalty or liquidated damages by an arbitral or judicial authority or a judicial pronouncement and/or arbitration award against the Bidder/s, Member or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be and there is no appeal pending against such judicial pronouncement and/or arbitration award; or
 - ii. Had any contract terminated by any government or government instrumentality for breach by such Bidder/s, Member or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity and there is no appeal pending against such termination before any judicial authority.
- g) If UPPCL finds that any of the above events have occurred or affected the Bidder/s or a Member of a Consortium or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, then UPPCL may disqualify the Bidder/s from participation in the Bid Process.
- h) UPPCL reserves the right to seek information and evidence from the Bidder/s regarding their continued eligibility at any time during the Bid Process and each Bidder/s shall undertake to provide all of the information and evidence requested by UPPCL until the First Anniversary of the COD.

3.6. Clarifications on Bid Documents and Pre-Bid Meetings

3.6.1. Clarifications and Queries

- a) If a Bidder/s requires any clarification on or has any query in relation to the Tender Document, it shall submit such query or request for clarification to UPPCL through email to ppare@uppcl.org on or before the timelines mentioned in the NIT as per the following format.

Sl. no.	Clause no. of Tender	Provision of Tender	Query of Bidder/s

The Bidder/s are required to submit the queries in MS Word file also.

- b) UPPCL shall make reasonable efforts to respond to the queries or requests for clarifications, on a non-attributed basis at the earliest. However, UPPCL reserves the right not to respond to any query or provide any clarification, at its sole discretion.
- c) UPPCL may, at its own, if deemed necessary, issue clarifications to all the Bidder/s.
- d) UPPCL shall respond to the Bidder/s's queries/ clarifications through e-tendering portal. It shall be the Bidder/s responsibility to regularly visit the e-tendering portal and keep itself updated regarding any Addendum, Corrigendum and Clarification etc. that may be issued by UPPCL from time to time.
- e) Verbal clarifications and information given by UPPCL or any other Person for or on its behalf shall not in any way or manner be binding on UPPCL.

3.6.2. Pre-Bid meeting

- a) Pre-bid meetings shall be conducted either through online platform or in-physical based on prevailing situation.
- b) All Bidder/s are invited to attend the Pre-bid meeting on the date, time and place as mentioned in the NIT / Portal. The purpose of the Pre-bid meeting will be to share clarifications and answer questions on any matter relating to the Tender Document, the Bid Process, and the Projects.
- c) All Bidder/s may nominate up to two (2) authorized representatives to participate in the Pre-bid meeting, by confirming their participation at least 2 (two) days prior to the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to ppare@uppcl.org
- d) Notwithstanding Clause 3.6.1a) above, during the course of the Pre-bid meeting, all the Bidder/s will be free to seek clarifications and make suggestions to UPPCL.
- e) Non-attendance at the Pre-bid meeting shall not be a cause for disqualification of any Bidder/s from participating in the Bid Process.

3.7. Amendment, Corrigendum of Bid Documents

3.7.1. Issuance of Amendment and Corrigendum

- a) UPPCL may, for any reason, whether at its own initiative or in response to a query raised or clarifications requested by a Bidder/s in writing or at the Pre-Bid Meeting, amend the Tender Document by issuing an Addendum and Corrigendum at any point of time before the Bid Due Date.
- b) All Addendum(s), Corrigendum(s) and clarification(s) with respect to this Tender shall be uploaded on the e-tendering portal. The Bidder/s shall regularly check for Addendum(s), Corrigendum(s) and clarification(s) on the portal indicated in this document.
- c) The Bidder/s are required to carefully read the Tender Document along with any Addendum and Corrigendum that may be issued in accordance with this Clause 3.7.1.
- d) Each Addendum and Corrigendum shall be binding on the Bidder/s, whether or not the Bidder/s convey their acceptance on the Addendum and Corrigendum.

Verbal clarifications and information given by UPPCL or any other Person for or on its behalf shall not in any way or manner be binding on UPPCL

4. Bid Security

4.1. Bid security

- a) The Bidder shall furnish as part of its Techno-Commercial Bid, a Bid Security (“Bid Security”) equivalent to an amount of 5,00,000 INR (Indian Rupee Five Lakhs only) per MW of the quoted capacity.

[The Bidder/s shall submit the declaration of bid security as per Format of the Tender as part of its response to the Tender. By submission of this declaration, the Bidder/s hereby accepts that if it withdraws or modifies its response to Tender during the bid validity period, it will be suspended/barred from bidding in future tenders issued by UPPCL for a period of 2 years from the date of default as notified by UPPCL].

- b) The Bid Security shall remain valid for a period of one hundred and eighty (180) days (“Expiry Period”) from the Due date for online submission of “Techno-Commercial Bid” and “Price Bid” as per Tender with an additional Claim Period of thirty (30) days from the end date of Expiry period (“Claim Period”) or for such extended period as may be mutually agreed between UPPCL and the Bidder/s
- c) The Bidder/s shall provide the Bid Security in the form of a bank guarantee only issued by a scheduled bank or a nationalized bank or in the form of Payment on Order Instrument. The Bid Security shall be issued as per the format set out in APPENDIX II-A: Format of Bank Guarantee towards Bid Security / APPENDIX II-A-2: Format of POI towards Bid Security. In the event that the Bid Security has been issued by a foreign branch of the scheduled bank or nationalized bank, the same should be endorsed by the Indian branch of the scheduled bank or the nationalized bank or the State Bank of India.
- d) If any Techno-Commercial Bid is not accompanied by a Bid Security, then such Techno-Commercial Bid shall be rejected by UPPCL as shall be termed as non-responsive.
- e) Unless forfeited in accordance with Clause (d) mentioned above, the Bid Security of the unsuccessful Bidder/s shall be returned by UPPCL within fifteen (15) days from the date of issuance of LOA to Successful Bidder/s.
- f) If the Bidder is declared as the Successful Bidder, then the Bid Security of such Successful Bidder shall be returned upon submission of the Performance Security in the form of Bank Guarantee/ Payment on Order Instrument, in accordance with the timelines and provisions mentioned in the Project Agreements as per Clause 6.11.
- g) The Bidder/s, by submitting its Bid pursuant to this Tender, shall be deemed to have acknowledged and confirmed that UPPCL will suffer loss and damage on account of withdrawal of its Bid or for any default by the Bidder/s during the validity period of the Bid as set out in Clause 5.5, including a failure to extend the validity of the Bid Security as mentioned in Clause (d) above.
- h) The Bid Security shall be forfeited and appropriated by UPPCL as mutually agreed genuine pre-estimated compensation and damages payable to UPPCL for, inter alia, time, cost and effort of UPPCL in preparing the Tender Document and conducting the Bid Process without prejudice

to any other right or remedy that may be available to UPPCL hereunder or otherwise, under the following conditions:

- i.** If a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 7.5.3 of this Tender;
- ii.** If, after the Bid Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time;
- iii.** If a Bidder is selected as the Successful Bidder and it fails within the specified time limit to:
 - a.** Sign and return, as acknowledgement, the duplicate copy of the LOA; or
 - b.** Fulfil any other Condition Precedent to the execution of the Project Agreements; or
 - c.** Execute the Project Agreements; or
 - d.** Submit the requisite Performance Security.

4.2. Payment on Order Instrument (POI):

As an alternative to submission of Bid Security/ EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited (PFC) or (iii) Rural Electrification Corporation Limited (REC). This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by UPPCL within the provisions of RfS/PHSPPA. This instrument would have to be furnished as per APPENDIX II-A2:of the RfS, within the timelines, for the amount and validity period as specified for Bid Security/ EMD.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

5. Preparation of Bid/s

5.1. Number of Bids

- a) Multiple Bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the Bids submitted by the group invalid.
- b) Bidder as a Single Bidder or as a Consortium including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is permitted to submit only one (1) Bid for all the Projects. A Bidder who submits or participates in more than one (1) Bid shall cause all the Bids with the Bidder's participation to be disqualified.
- c) Subject to a Bidder demonstrating the requisite Technical Capacity and Financial Capacity in accordance with Clause 6.3 and 6.4, there is no restriction on the maximum number of Projects that a Bidder/s can bid from in its Bid.

5.2. Cost of Bidding

- a) The Bidder/s shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bid Process. UPPCL and its employees and advisors shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

5.3. Language of Bid and Correspondence

- a) The Bid prepared by the Bidder/s and all correspondence and documents related to the Bid exchanged by the Bidder/s and UPPCL shall be in English language only.
- b) Any printed literature furnished by the Bidder/s may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail. The translated literature shall be duly authenticated and notarized for a domestic Bidder/s. In case of foreign Bidder/s having submitted documents in any language other than English, then all such documents shall be translated in the English language by an approved translator and shall be consularized in the foreign Bidder's country. Supporting materials that are not translated into English may not be considered by UPPCL.

5.4. Proposal Due-Date

- a) The online submission of the Proposal shall be made on or before the Bid Due Date as mentioned in the NIT/ Portal as per the requirement mentioned in Clause 5.7. The hard copy of the Bid which are required to be submitted offline, as specified in Clause 5.10, shall be submitted by the Bidder/s as per the timelines mentioned in the Tender . If any Proposal is received, either offline or online, after the specified time on the Bid Due Date, it shall be summarily rejected and shall not be opened by UPPCL. In such cases, all documents submitted by a Bidder/s in hard copy shall be returned unopened.
- b) UPPCL may, at its discretion and for any reason, including to afford Bidder a reasonable time of at least 7 days for taking an Addendum (revision or amendment of bidding document) into account in preparing the Proposal, extend the Bid Due Date for all Bidders by issuing

Corrigendum, in which case all rights and obligations of UPPCL and the Bidders will thereafter be subject to the Bid Due Date as extended.

5.5. Validity of Bid/s

- a)** Each Proposal shall be valid for a period not less than one hundred and eighty (180) days from the original Bid Due Date.
- b)** In exceptional circumstances, prior to the expiration of the Bid validity period, UPPCL may request Bidder/s to extend the Bid validity period. The request and the responses will be made in writing. Bidder/s who agree to extend the Bid validity period shall also extend the validity of the Bid Security for an equivalent period. A Bidder/s may refuse to extend the Bid validity period without forfeiture of its Bid Security. An extension of the Bid validity period will not entitle a Bidder/s to modify its Bid.

5.6. Currencies of Bid

- a)** All values with respect to the Annual Fixed Charge and Total Storage Cost in the Proposal, including the Bid/s submitted during the E-Reverse Auction process should be stated in Indian Rupees.

5.7. Online Bid for submission of Techno-Commercial Bid and Price Bid

- a)** Each Bidder/s shall mandatorily submit its Bid electronically on the e-tendering portal and shall comprise of the Techno-Commercial Bid and the Price Bid.

5.8. Techno-Commercial Bid

- a)** The Techno-Commercial Bid shall contain the scanned copy of the documents set out below, in a sequential manner:
 - i.** Letter of Bid, in the form set out in APPENDIX I along with ANNEX (I to VII) and supporting documents to be submitted by the Single Bidder/s, or the Lead Member of the Consortium providing all required information of all the members of the Consortium:
 - a.** ANNEX-I: Details of Bidder/s - to be furnished in Microsoft Excel format only
 - b.** ANNEX-II: Certificate from Statutory Auditor in case the experience of the Group Business Entity is used, applicable for Single Bidder/s only)
 - c.** ANNEX-III: Statement of Legal Capacity of the Bidder/s

- d. ANNEX-IV: Certificate of Anti-Collusion**
- e. ANNEX-V: Affidavit for Anti-Blacklisting**
- f. ANNEX-VI: Declaration of Shareholding Pattern of the Bidder/s**
- g. ANNEX-VII: No Deviation Certificate**
- ii.** Bidder/s will declare the annual Cycle Loss of the Projects, in the form set out in ANNEX – X: Format for Cycle Loss
- iii.** Bid Security to be submitted by the Single Bidder or the Lead Member of the Consortium, in the form set out in Appendix II;
- iv.** Power of Attorney and Board Resolution to be submitted by the Single Bidder/s or all the members of the Consortium in favour of their respective authorized signatories, in the form set out in Appendix III;
- v.** Power of Attorney signed by all the other members of the Consortium in favour of the Lead Member, in the form set out in Appendix IV (applicable in case of Consortium only);
- vi.** Joint Bidding Agreement (JBA) executed by all the members of the Consortium, in the form set out in APPENDIX-V Format for Joint Bidding Agreement (applicable in case of Consortium only);
- vii.** Certificate from Statutory Auditor or Chartered Accountant in practice showing the compliance to Technical Capacity, in the form set out in APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity, supported by the proof of documents signed on the photocopies by the Statutory Auditor or Chartered Accountant in practice that he/ she has verified the documents. The proof of documents includes the following:
 - a)** Work order/ Letter of Award issued by the procurer
 - b)** Power Purchase Agreement (PPA) / Pumped Hydro Storage Power Procurement Agreement (PHSPPA) signed with the procurer
 - c)** Commissioning certificate issued by the procurer/ Competent Government Authority, as applicable, mentioning the actual date of commissioning for the project for which Technical Capacity is being claimed
 - d)** Proof mentioning the connectivity voltage level of the project for which the Technical Capacity is being claimed
 - e)** Proof for holding more than twenty six percent (26%) of Paid-up Share Capital, with voting rights as on the date of COD for the entity claiming Technical Capacity

Note: The above original documents mentioned from a) to d) must have been issued by an competent government authority.

- viii.** Certificate from Statutory Auditor or Chartered Accountant in practice showing the compliance to Financial Capacity, in the form set out in APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity, supported by the proof of documents signed on the photocopies by the Statutory Auditor that he/ she has verified the documents. The proof of documents includes the following:
- a.** Copy of consolidated / unconsolidated audited annual accounts for which the Financial Capacity is being claimed along with all associated notes
 - b.** Copy of charter documents of the Bidder/s as a Single Bidder/s, and in case of a Consortium applicable to all the members of the Consortium, including:
 - c.** Certificate of incorporation under Companies Act, 1956 or 2013 for domestic Bidder/s and equivalent act/ law for foreign Bidder/s
 - d.** Memorandum of Association highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development/Thermal/Hydro. In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder/s, the same has to be amended and submitted prior to signing of PHSPPA, if the Bidder/s is selected as successful Bidder/s.
 - e.** Article of Association
 - f.** GST certificate
 - g.** PAN card
 - h.** Proof for submission for Income tax return for the latest applicable assessment year
- ix.** Copy of Tender, draft PHSPPA, Addendums, Clarification and Corrigendum duly signed by authorized signatory in acceptance of all terms and conditions of this documents and other related documents along with seal and shall be the part of Clause 5.8.

5.9. Price Bid

- a)** The Bidder/s shall submit its Price Bid for the cumulative eligible capacity as per Technical Capacity and Financial Capacity, online only, in the format set out in the e-tendering portal (<https://www.bharat-electronictender.com>).
- b)** The Bidder/s shall quote the AFC for all the Projects in their Price Bid as per Clause 2.12. The quoted AFC shall be expressed in INR/MW/Annum up to a maximum of 2 (two) decimal places.
- c)** Bidder shall also quote Cycle Loss, and based on the declared Cycle Loss, Bidder shall calculate the Total Storage Cost (expressed in INR/MW/Annum) as prescribed in Clause 2.12(c).

- d)** The Bidder/s including its Parent, Affiliate or Ultimate Parent or any Group Company will have to quote a single AFC (expressed in INR/MW/annum) and Cycle Loss (expressed in %) for all the Projects applied for.

5.10. Offline Bid for submission of Hardcopies

- a)** The sealed envelope described below shall clearly indicate the name, address and contact details of the Bidder/s and shall be submitted as per the below mentioned procedure. If the envelopes are not sealed, marked and submitted as instructed, UPPCL assumes no responsibility for the misplacement or premature opening of the contents of the Techno-Commercial Bid and consequent losses, if any, suffered by the Bidder/s.
- b)** The Techno-Commercial Bid shall either be hand delivered or sent by registered post acknowledgement due or courier to the address as per address for submission of Techno-Commercial Bid mentioned in Bid Information Sheet. Any such document submitted by fax, email or any means other than those mentioned here shall not be entertained/ considered for evaluation and shall be rejected.
- c)** Please note that if the documents mentioned below, comprising a part of the Techno-Commercial Bid, are submitted to any address other than the above-mentioned address, then such documents will not be considered for evaluation.
- d)** Additionally, please note that in the event of any discrepancy between the documents submitted offline i.e., hardcopy under this Clause and the documents submitted on the e-procurement portal, such Bid/s shall be rejected.
- e)** Each Bidder/s shall, as a part of the Techno-Commercial Bid, also submit original versions of the following documents to UPPCL:
- i.** Cost of Tender;
 - ii.** Cost of Application Fee;
 - iii.** Bid Security in the form of Bank Guarantee;
 - iv.** Power of Attorney as per APPENDIX-XIII Format for Power of Attorney and Board Resolutions
 - v.** Power of Attorneys as per APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium
 - vi.** JBA as per APPENDIX-V Format for Joint Bidding Agreement;
 - vii.** Certificate from Statutory Auditor as per APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity; and
 - viii.** Certificate from Statutory Auditor as per APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity
 - ix.** The documents to be submitted under Clause 5.10(e) above shall be placed in a duly sealed envelope, which shall be super-scribed as follows:

- a.** Separate envelope mentioning “Cost of Tender”
- b.** Separate envelope mentioning “Application Fee”
- c.** Separate envelope mentioning “Bid Security”
- d.** Separate envelope mentioning “Techno-Commercial Bid” enclosing the following:
 - 1.** Power of Attorney as per APPENDIX-III Format for Power of Attorney and Board Resolutions
 - 2.** Power of Attorneys (for Consortium only) as per APPENDIX-IV Format for Power of Attorney in favour of Lead Member of Consortium
 - 3.** JBA as per APPENDIX-V Format for Joint Bidding Agreement
 - 4.** Certificate from Statutory Auditor as per APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity
 - 5.** Certificate from Statutory Auditor as per APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity;
- x.** The above envelopes can be put under the main envelope mentioning “Techno-Commercial Bid for the allotment of 2000 MW 8 Hours discharge with maximum 6 Hours continuous discharge / day Storage from Pumped Hydro Storage Plant/s (PHSP/s) on “Build-Own-Operate-Maintain” basis for providing energy storage support to Procurer/s for a period of 40 years” and mentioning the address as per address for submission of Techno-Commercial Bid mentioned in Bid Information Sheet.
- f)** UPPCL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In case the Bidder/s has not submitted any of the above document as mentioned above in this Article 5, then all the Bid/s submitted by the Bidder/s shall be rejected. UPPCL shall not be held responsible for failure on part of the Bidder/s to furnish all or any of the documents as part of its Bid through e-tendering portal or for rejection of Bid/s by e-tendering portal of Electronic Tender (India) Ltd (<https://www.bharat-electronictender.com>) for whatsoever reasons. No correspondence shall be entertained by UPPCL in this regard.

6. Evaluation of Bid/s

6.1. Determination of Responsiveness of Techno-Commercial Bid

- a) UPPCL shall examine the Techno-Commercial Bid submissions of each Bidder to determine whether such submissions are 'responsive' to the requirements of the Tender by checking:
- i. Whether they have been submitted by the Bid Due Date;
 - ii. Whether they are complete and all mandatory documents comprising the Techno-Commercial Proposal have been submitted online and offline i.e., hardcopy in their prescribed format as per Tender;
 - iii. Whether the documents have been properly signed by the authorized signatory along with seal;
 - iv. Whether the original Cost of Tender, Application Fee and Bid Security have been submitted;
 - v. Whether the original Power of Attorney as per APPENDIX-III Format for Power of Attorney and Board Resolutions, Power of Attorneys as per APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium (for Consortium only), JBA (for Consortium only) as per APPENDIX-V Format for Joint Bidding Agreement have been submitted;
 - vi. In case single entity is submitting the bid on the basis of Board Resolution and a certified copy of the Board Resolution has also been submitted then there is no need to submit Power of Attorney ("POA") if the name of the person mentioned in the Board Resolution is the same who is submitting/ signing the bid and also participating in other events like opening of bids. In case some other person submits the bid or personally appears before the authority then there shall be need of POA in his favor by the person, who is authorized by the Board of Directors to execute POA on behalf of the Company.
 - vii. Whether the annual Cycle Loss has been declared and submitted as per ANNEX – X: Format for Cycle Loss;
 - viii. Whether the Total Storage Cost entered by the Bidder is correct as per the formula given under Clause 2.12(c);
 - ix. Whether the Bidder or any of its Affiliates should not be a willful defaulter to any lender;
- b) In the event, any Bidder is found to be disqualified in accordance with the terms of the Tender Document or if any Techno-Commercial Bid is found to be non-responsive or not meeting the Technical Capacity and Financial Capacity, the Techno-Commercial Bid shall be rejected by UPPCL and shall not be considered for further evaluation.
- c) If any information furnished by a Bidder is found to be incomplete or contained in formats other than those specified in the Tender, UPPCL may, at its sole discretion, exclude such information for the purposes of determining whether the Bidder will meet the Technical

Capacity and Financial Capacity. Alternatively, UPPCL may request the Bidder, from time to time while evaluating the Techno-Commercial Bid, to submit necessary information or documentation, within a reasonable period of time, to rectify non-material omissions related to documentation requirements. Such clarifications or information provided by the Bidder will be taken into account by UPPCL while evaluating the Techno-Commercial Bid, and it may qualify the Bidder on the basis of such clarifications or information provided, read along with its Techno-Commercial Bid. If the Bidder does not provide clarifications sought under this Clause within the specified period of time, its Techno-Commercial Bid may be treated as non-responsive. If the Techno-Commercial Bid is not rejected, UPPCL may proceed to evaluate the Techno-Commercial Bid by construing the particulars requiring the clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of UPPCL.

- d) Where any information is found to be patently false or amounting to a material misrepresentation, UPPCL reserves the right to reject the Bid and forfeit the Bid Security in accordance with above Clause.
- e) **Clarification on Bid/s:** During bid evaluation, UPPCL may, at its discretion, ask the Bidder/s for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.

6.2. Evaluation of Qualification Proposals

The Bidder/s' competence and capacity is proposed to be established by following Technical Capacity as under Clause 6.3 and Financial Capacity as under Clause 6.4.

6.3. Technical Capacity

- a) It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder/s may indicate regarding the selection of technology and its details at the time of submission of Bid/s in the prescribed ANNEX-VIII of the Tender. However, the successful Bidder/s shall confirm the selection of technology in line with the above at the time of Financial Closure. The technology, including the technology partner, proposed at the time of submission of response to Tender can be changed at any time prior to Financial Closure.
- b) The Bidder/s shall provide proof and credentials as under APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity that demonstrates previous experience of successfully commissioning Thermal or Hydro generation projects for capacity equivalent to that quoted by the Bidder/s under this Tender.

Or

Bidder/s who demonstrate previous experience of successfully commissioning of Thermal and/or RE (renewable energy based including Hydro) projects for cumulative capacity equivalent to the quoted capacity are also eligible Bidder/s.

Provided that the Commissioning Certificate issued by competent government/ statutory authority, as per applicable regulations, is required to be submitted by the Bidder.

Or

Bidder/s who have completed EPC in infrastructure projects viz. Power, Hydroelectric, water body projects, dams, metro, road, reservoirs, tunnels etc., with total Project cost equivalent to or more than the amount corresponding to the amount calculated at the rate of Rs 2 Crores/MW for the Quoted capacity.

- c) For the purpose of ascertaining qualification towards meeting Technical Capacity, the Bidder/s participating as a Single Bidder/s can meet the Technical Capacity on its own or may claim the experience of its Group Business Entity.
- d) For the purpose of ascertaining qualification towards meeting Technical Capacity, the Bidder participating as a Consortium can claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity(ies).
The bidder claiming the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity(ies). Then, such Parent, Ultimate Parent, Affiliate, Group Business Entity(ies) and bidder shall be jointly and severally responsible.

6.4. Financial Capacity

- a) The Net Worth of the Bidder/s as on the last day of the financial year FY 2024-25 (ending 31st March 2025) or calendar year CY 2024 (ending 31st Dec 2024 or 30th June 2024, as applicable for foreign Bidder/s only) should not be less than one hundred percent (100%) of the Bidder/s's Paid-up Share Capital, subject to a minimum of INR 1.5 Crores or equivalent USD per MW in proportion to the cumulative capacity quoted by the Bidder/s.
- b) For avoidance of doubt, "net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- c) In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate a minimum annual turnover of INR 1 Crores/MW of the quoted capacity during the previous financial year, i.e., FY 2024-25 or as on the date of bid submission. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder/s shall not be considered for arriving at the annual turnover.
- d) For the purpose of ascertaining qualification towards meeting Financial Capacity, the Bidder/s participating as a Single Bidder/s can meet the Financial Capacity on its own or may claim the experience of its Group Business Entity.
- e) For the purpose of ascertaining qualification towards meeting Financial Capacity, the Bidder participating as a Consortium **can** claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies). **Any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees/ Payment on**

Order Instrument in case the bidder(s) fail to do so in accordance with the Tender Document.

- f) The Bidder/s shall submit a certificate issued by a Statutory Auditor as per APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity to support the claim towards meeting Financial Capacity.
- g) For the purposes of conversion of currencies, the USD/INR as on last day of financial year (31 March 2025) or calendar year (31 December 2024 or 30 June 2024 as applicable), published by Reserve Bank of India (RBI) for the above said dates shall be used.
- h) 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 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 any other response to this RfS.

6.5. Cycle Loss:

The declared Cycle loss of the Pumped Storage Project shall not exceed 25%.

6.6. Short Listing of Bidder/s for Opening of Financial Bid/s

UPPCL shall evaluate only those Bid/s which are submitted online on or before bid submission due date and time. The Bid/s will be evaluated based on the qualification requirement and only those Bid/s which meet all the qualification requirements shall be considered for opening of financial Bid/s.

The bid evaluation process will undergo through 4 (four) stages as below:

- Stage – 1: Determination of Responsiveness of Price Bid/s
- Stage – 2: E-Reverse auction (e-RA)
- Stage – 3: Revised offer / proposal from U.P. Bidders
- Stage – 4: Selection of Successful Bidders

6.7. Determination of Responsiveness of Price Bid/s (Stage – 1)

- a) The Bidder/s shall be required to submit the “first round bid price” in terms of Total Storage Cost, AFC and declare Cycle Loss online in the Electronic Form-Financial part at ETS Portal.
- b) If any Price Bid is found to be non-responsive to the requirement of the Tender Document, such Price Bid will be rejected by UPPCL and not be considered for further evaluation.
- c) The Bidder/s who are qualified as per Techno-Commercial Bid and Price Bid shall be termed as the Eligible Bidder/s and will be allowed to participate in the E-Reverse Auction process.

6.8. Business Rules of e-Reverse auction

- a) After completion of evaluation of Techno-Commercial Bid/s and Price Bid/s, the Eligible Bidder/s shall be ranked in the increasing order of Total Storage Cost (expressed as INR/MW/annum)
 - i. Total Storage Cost shall be calculated as combination of Component – A (Annual Fixed Charge (AFC)), and Component - B: Cycle Loss (CL) as described in Clause 2.12.
- b) If the Total Storage Cost quoted is same for two or more Bidders, then all the Bidders with same Total Storage Cost shall be considered of equal rank/ standing in the order.
- c) Highest Rank (A-1) will be provided to the Bidder/s with the lowest Total Storage Cost and so on.

Provided that to ensure competitiveness, the minimum number of qualified Bidders to participate in the e-Reverse Auction should be two. If the number of qualified Bidders is less than two, even after three attempts of bidding and UPCL still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.

Illustration:

Stage – 1

Bidder/s	Total Storage Cost = Component A + Component B (INR/MW/annum)	Ranking	Quoted Capacity (MW)	Number of Quoted Projects
B-1	INR 1,000/MW/annum	A1	400 MW (100 MW x 4)	4
B-2	INR 1,050/MW/annum	A2	800 MW (200 MW x 4)	4
B-3	INR 1,100/MW/annum	A3	300 MW (150 MW x 2)	2
B-4	INR 1,150/MW/annum	A4	500 MW (250 MW x 2)	2
B-5	INR 1,500/MW/annum	A5	200 MW (200 MW x 1)	1
B-6	INR 1,550/MW/annum	A6	1000 MW (500 MW x 2)	2
B-7	INR 1,600/MW/annum	A7	100 MW (100 MW x 1)	1
B-8	INR 1,700/MW/annum	A8	150 MW (150 MW x 1)	1
B-9	INR 1,750/MW/annum	A9	300 MW (150 MW x 2)	2

6.9. E-Reverse auction (e-RA) (Stage – 2)

- a) The E-Reverse Auction shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by UPCL to the eligible Bidder/s. A single e-RA shall be conducted for the cumulative Project capacity irrespective of the location proposed by the Bidder/s.
- b) At least one day prior to reverse auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent by email to all Bidder/s whose technical Bid/s have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the Bidder/s that they have been shortlisted for e-Reverse Auction. Further at least two hours before the schedule start time of e-Reverse Auction, a system generated email

for invitation for e-Reverse Auction will be sent to all those Bidder/s who have been shortlisted based on the criteria mentioned at Clause 6.8. Individual email will also be issued by UPPCL to shortlisted Bidder/s informing the start time of reverse auction along with capacity of projects for which they are qualified.

- c) Bidder/s will be required to assign the reverse auction to Marketing Authority; complete all pre-requisite and configure their system for participation in Reverse Auction in advance before commencement of Reverse Auction. On E-Reverse Auction overview page, the Bidder/s are advised in their own interest to view their start price (which shall be the Total Storage Cost displayed in Bidder/s's window as 'My Financial Bid Price') and the capacity of Projects for which they have been considered qualified (which will be displayed under Quantity). In case there is any discrepancy in the Start Price of any Bidder/s, the same shall be immediately intimated to UPPCL before start of Reverse Auction otherwise the Start Price will be considered final and binding on that Bidder/s. A wrong and misleading intimation in this regard may lead to disqualification in further tendering process and award.
- d) The Bidder/s may note that the person who has been authorized to sign and submit the bid at the time of submission of Technical and Financial bid may only be authorized to participate in the Reverse Auction process on behalf of the Bidder/s as any price submitted by the Bidder/s during the Reverse Auction will be considered final and binding on that Bidder/s as if it had been submitted initially in the Financial bid without requiring any further authentication from the Bidder/s.
- e) Shortlisted Bidder/s for Reverse Auction will be able to login into the Reverse Auction Bidding event 15 minutes before the start time of reverse auction.
 - i. On e-Reverse Auction page each Bidder/s's Total Storage Cost along with the total quoted capacity shall be displayed.
 - ii. The minimum decrement value for the Total Storage Cost shall be INR 5,000 /MW/Annum.
 - iii. Bidder/s can only quote any value lower than their previous quoted Total Storage Cost, taking into consideration the minimum decrement value mentioned in Clause 6.9(e)i. However, at any stage, increase in Total Storage Cost will not be permissible. Bidder/s can improve their ranking by quoting the Total Storage Cost lower than their last quoted Total Storage Cost.
 - iv. In the Bidder/s's bidding window, the following information can be viewed by the Bidder/s:
 - 1.It's initial Total Storage Cost and there after last quoted Total Storage Cost along with the Project capacity for which the Bidder/s is qualified.
 - 2.The list of all the Bidder/s with their following details: Pseudo Identity, last quoted Total Storage Cost and project capacity.
 - v. During reverse auction, the Bidder/s shall not have the option of changing the total project capacity while participating during the reverse auction.

- vi.** The initial auction period will be of 30 minutes with a provision of auto extension by 8 (Eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in Total Storage Cost, a Bidder/s causes a change in its zonal placement at that instant. The ‘zones’ are as defined below:
- 1.**Green Zone:** This zone consists of the Bidder/s who may be allocated their full quoted Project capacity if the auction is closed at that instant.
 - 2.**Yellow Zone:** This zone consists of the Bidder/s who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.
 - 3.**Blue Zone:** This zone consists of the Bidders who may or may not be allocated their full quoted Project capacity or a part of their full quoted Project capacity if the auction is closed at that instant. In this Zone bidders with same Quoted Price submitted at same point of time will be appearing. The decision of Awardee in such case will be done as per **Point k)** below.
 - 4.**Red Zone:** This zone consists of the Bidder/s who may not be awarded their quoted Project capacity if the auction is closed at that instant.
- vii.** If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.
- f)** The Bidder/s shall be arranged in the ascending order on Total Storage Cost discovered at the end of e-reverse auction till the total Bid Capacity is exhausted, such list will be called Stage -2 list. The bidders who have not made it to Stage – 2 list will also be tabulated separately.

Illustration:

Stage – 2 List

Bidder/s	Total Storage Cost (INR/MW/annum)	Quoted Capacity (MW)	Project Capacity Qualified (MW)
B-5	INR 750/MW/annum (A1)	200 MW (100 MW x 2)	200 MW
B-1	INR 800/MW/annum (A2)	400 MW (100 MW x 4)	400 MW
B-3	INR 850/MW/annum (A3)	300 MW (150 MW x 2)	300 MW
B-2	INR 950/MW/annum (A4)	800 MW (200 MW x 4)	800 MW
B-6	INR 1,250/MW/annum (A5)	1000 MW (500 MW x 2)	300 MW
Total		2700 MW	2000 MW
Others – Not part of Stage – 2 List			
B-4	INR 1,500/MW/annum (A6)	500 MW (250 MW x 2)	0

B-7	INR 1,550/MW/annum (A7)	100 MW (100 MW x 1)	0
B-9	INR 1,600/MW/annum (A8)	300 MW (150 MW x 2)	0
B-8	INR 1,700/MW/annum (A9)	150 MW (150 MW x 1)	0
Total		1050 MW	0

- g) In case of a tie among two or more Bidder/s (i.e., their last quoted Total Storage Cost during e-reverse auction being the same) they will be considered in the chronological order of their last quoted Total Storage Cost, with preference being given to the Bidder who has submitted its bid earlier than the other bidders.
- h) In the above case (as mentioned in previous clause), if the time of bid submission also becomes exactly same among the Bidders with same Total Storage Cost, then the ranking among these Bidders shall be done as follow:
- i. Step – 1: Highest rank will be given to the Bidder who is planning to set-up the Project in the State of Uttar Pradesh (as indicated by the Bidder in the relevant format of the RfS). If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
 - ii. Step – 2: Ranking will be done based on draw of lots. UPPCL shall draw lots to break the tie, which shall be conducted, with prior notice, in the presence of the Bidder/s, who choose to attend the same.
- i) Subsequently, Stage-2 list as mentioned in above Clause 6.9 (f), shall be sent to all bidder who participated in the E-Reverse Auction through a system generated e-mail. The List shall contain the following information: Rank, Quantum, and Total Storage Cost only.

Revised offer / Proposal from U.P. Bidders (Stage – 3):

- j) After the Stage - 2 List has been emailed, bidders who participated in the e-RA and are planning to set-up projects in the State of Uttar Pradesh will be eligible to send revised offer on Portal, to match any of the Total Storage Cost quoted by other Bidders as per the Stage - 2 List.

Explanation: Bidder(s) who has not made the Stage - 2 List and intends to set-up the PSP in the State of Uttar Pradesh will be eligible to provide its consent/ offer to match the Total Storage Cost of any bidder from the Stage - 2 List. Further, UP bidders other than A1 bidder from the Stage - 2 List who intends to set-up the PSP in the State of Uttar Pradesh are also free to provide its consent/ offer to match the Total Storage Cost of any bidder from the Stage - 2 List who has quoted a lower Total Storage Cost than itself.

For Example:

- A2 bidder can consent/ offer to match the Total Storage Cost of A1 bidder.

- A3 bidder can consent/ offer to match the Total Storage Cost of A1 or A2 bidder.
- A4 bidder can consent/ offer to match the Total Storage Cost of A1 or A2 or A3 bidder.
- And so on so forth

Provided while submitting the revised offer bidder(s) are not allowed to change the quoted quantum offered and have to provide revised offer for the whole quantum originally quoted. In E-RA

Such revised offer is to be given by the bidder(s) on the Portal within thirty (30) minutes from when the Stage - 2 List was emailed to the bidders. If revised offer is given by the bidder after this timeframe, the same will not be accepted under any circumstances.

Provided that at later stage the Project Location of such bidders cannot be changed to a location outside of the State of Uttar Pradesh. It is hereby clarified that for the bidders who have provided the revised offer letter to UPPCL for matching the Total Storage Cost of Bidders in the Stage -2 List are permitted to change their Project Location within the State of Uttar Pradesh at a later stage. If any such bidder changes their Project Location to outside the State of Uttar Pradesh, their revised offer letter will be deemed to be rejected, and if an LOA has been issued or a PPA signed, it will be declared null and void, and the EMD/PBG of such bidder will be forfeited by UPPCL.

Illustration:

Scenario after receiving offers from UP Bidders

Bidder/s	Total Storage Cost (INR/MW/annum)	Project Capacity Qualified (MW)	*Offer received for U.P. projects (in MW)/Identification number		
B-5	INR 750/MW/annum (A1)	200 MW	300 MW (B9)	100 MW (B7)	-
B-1	INR 800/MW/annum (A2)	400 MW	-	-	-
B-3	INR 850/MW/annum (A3)	300 MW	500 MW (B4)	-	-
B-2	INR 950/MW/annum (A4)	800 MW	150 MW (B8)	-	-
B-6	INR 1,250/MW/annum (A5)	300 MW	-	-	-

**As mentioned in Clause 6.9 (j)*

- k) Further, after the receipt of such offers as mentioned in Clause 6.9 (j) of this document (as above), a new list, hereinafter referred to as the “**Stage – 3 List**” will be generated combining the Stage - 2 List and the offers of such bidder as mentioned in Clause 6.9 (j) of this document, in ascending order. In case one or more bidders have matched Total Storage Cost of a Bidder

present in the Stage - 2 List then highest rank will be given to the bidder who originally existed in the Stage -2 list. The other bidders who have offered to match the Total Storage Cost of the original bidder of Stage - 2 will be ranked as following:

- i. Step 1: Highest rank will be given to the Bidder who has quoted the lowest in e-RA and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
- ii. Step 2: Highest 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 3) will be followed.
- iii. Step 3: Ranking will be done based on draw of lots. UPPCL shall draw lots to break the tie, which shall be conducted, with prior notice, in the presence of the Bidder/s, who choose to attend the same

Based on the above Stage – 3 list, as per the following illustration.

Illustration

The following table illustrates some scenarios, which are subsequently utilized to explain the Stage – 3:

Stage – 3 List

Bidder/s	Total Storage Cost (INR/MW/annum)	Project Capacity Qualified (MW)	*Offer received for U.P. projects (in MW)/Identification number		
			Rank for UP bidders against the matched Total Storage Cost		
			1	2	3
B-5	INR 750/MW/annum (A1)	200 MW	100 MW (B7)	300 MW (B9)	-
B-1	INR 800/MW/annum (A2)	400 MW	-	-	-
B-3	INR 850/MW/annum (A3)	300 MW	500 MW (B6)	-	-
B-2	INR 950/MW/annum (A4)	800 MW	150 MW (B8)	-	-
B-6	INR 1,250/MW/annum (A5)	300 MW	-	-	-

Selection of Shortlisted Bidder (Stage – 4)

- I) After the Stage – 3 list as mentioned in Clause 6.9 (k) above, bucket filling method will be used for the Selection of Successful Bidders. The lowest quoting Bidder/s will be allotted its qualified project capacity and then next higher Bidder/s will be allotted its qualified project capacity and so on, till the total Bid Capacity (i.e., 2000 MW) is exhausted. Accordingly, Stage – 4 List (Final List) will be prepared.

Provided that, UPPCL reserves the right to increase the total procurement quantity for the selection of Bidders. UPPCL may, at its sole discretion, award the last Bidder and subsequent Bidders who participated in the e-Reverse Auction their full or partial quoted capacity, subject to an overall limit of 3000 MW.

Provided in case partial capacity has been offered to the last Bidder then acceptance of such partial capacity shall be as per Clause 6.9(m) below, and if declined, UPPCL reserves the right to extend the offer to the next bidder, and so forth

Illustration:

The following table illustrates the selection of Successful Bidders considering the Scenarios as mentioned above:

Stage – 4 List (Final List)

Rank	Bidder	Total Storage Cost (INR/MW/annum)	Project Capacity Qualified (MW)	Project Capacity Eligible under 2000 MW (MW)	Project Capacity Awarded* (MW)
A1	B5	INR 750/MW/annum	200	200	200
A2	B7		100	100	100
A3	B9		300	300	300
A4	B1	INR 800/MW/annum	400	400	400
A5	B3	INR 850/MW/annum	300	300	300
A6	B4		500	500	500
A7	B2	INR 950/MW/annum	800	200	800
A8	B8	INR 950/MW/annum	150	-	150
A9	B6	INR 1,250/MW/annum	300	-	250
Total			3050	2000	3000
<i>*Considering additional 1000 MW in the requisite Bid quantum.</i>					

- m)** In case the partial capacity offered to the last Successful Bidder under e-RA, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the Bid Security submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to UPPCL within 7 days of completion of e-RA and not later than 7 days of issuance of LoAs by UPPCL, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

In case the partial capacity offered to the last Successful Bidder under e-RA above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity. In case the last Successful Bidder refuses to accept such partial capacity offered by UPPCL, the Bid Security submitted by such Bidder shall be encashed by UPPCL.

6.10. Issuance of LOAs

- a) At the end Stage - 4, the Annual Fixed Charge (AFC) of the selected Bidder/s shall be computed by adjusting the Cycle Loss (CL) of the respective Bidder/s from the Bidder/s's Total Storage Cost discovered at the end of the e-Reverse Auction and shall be as follow

$$AFC \text{ after } E - RA = Total \text{ Storage Cost} / (1 + Cycle \text{ Loss } \%)$$

- b) Subsequent to competent approval, a Letter of Award (LOA) will be issued to the successful Bidder/s. In case of a Consortium being selected as the successful Bidder/s, the LOA shall be issued to the Lead Member of the Consortium. It is here clarified that the LOA will be issued to the successful Bidder/s within 30 days of the end of selection process.
- c) In all cases, UPPCL's decision regarding selection of Bidder/s through E-Reverse Auction Process or other- wise based on Price Bid or annulment of tender process shall be final and binding on all participating Bidder/s.
- d) The successful Bidder shall, within fifteen (15) days of issuance of LoA, submit acceptance of the LoA in writing to UPPCL.

6.11. Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)

- a) Bidder/s selected by UPPCL based on this Tender shall submit Performance Bank Guarantee/ Payment on Order Instrument for a value of INR 12,00,000 (Indian Rupees Twelve Lakhs only) per MW within 21 days of issuance of Letter of Award (LOA) as per the format under APPENDIX II-A: Format of Bank Guarantee towards Bid Security PBG/ APPENDIX II-B2: Format of Payment on Order Instrument. It may be noted that successful Bidder/s shall submit the Performance Guarantee/ Payment on Order Instrument with a validity period of 12 months beyond the COD. On receipt and after successful verification of the total Performance Bank Guarantee/ Payment on Order Instrument in the acceptable form, the Bid Security submitted shall be returned by UPPCL to the successful Bidder/s. The Performance Bank Guarantee/ Payment on Order Instrument to be submitted by the Bidder shall have validity of 84 months at the time of submission.
- b) UPPCL shall accept the PBG/POI in the form of an unconditional and irrevocable Bank Guarantee or Payment on Order Instrument.
- c) In case any extension is given to the project, the corresponding extension needs to be made in the validity of PBG/POI.
- d) In case, a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

6.12. Signing of PHSPPA

- a) The Successful Bidder/s or the SPV formed by the Successful Bidder/s, as the case maybe, will execute the PHSPPA within thirty (30) days from the date of issue of LOA upon submission of the Performance Security in accordance with the provisions of the Tender Document.

- b)** If the Successful Bidder/s fails to fulfil the conditions set out in Clause 6.10d) and 6.11a), then UPPCL may, unless it consents to an extension, without prejudice to any of its rights under the Tender Document or law, withdraw the LOA and forfeit the Bid Security/Performance Bank Guarantee or Payment on Order Instrument of the Successful Bidder/s.
- c)** The Successful Bidder/s shall not be entitled to seek any deviation in the PHSPPA.
- d)** The Successful Bidder/s will bear all costs associated with signing of all the PHSPPA, including payment of any stamp duty, registration charges, etc. UPPCL/ Procurer/s shall not be responsible or liable for any costs in relation to signing of the PHSPPA.

7. Miscellaneous

7.1. Tender Document

- a)** The Tender Document include but not limited to the Tender, PHSPPA, Addendum and Corrigendum (if any) etc.
- b)** The Tender Document must be read as a whole. If any Bidder/s finds any ambiguity or lack of clarity in the Tender Document, the Bidder/s must inform UPPCL at the earliest. UPPCL will then direct the Bidder/s regarding the interpretation of the Tender Document.
- c)** The Bidder/s, after registering themselves on the e-tendering portal in accordance with the procedure set out in e-tendering portal, must download the Tender Document from the e-tendering portal. UPPCL shall not be responsible for the completeness of the Tender Document, if they are not downloaded in complete respect by the Bidder/s from time to time.

7.2. Acknowledgement by Bidder/s

- a)** It shall be deemed that by submitting a Bid, the Bidder/s has:
 - i.** made a complete and careful examination of the Tender Document (including all instructions, forms, terms and specifications) and any other information provided by UPPCL in the Tender Document or pursuant to this Tender and that the Bidder/s acknowledges that its submission of a Bid that is not substantially responsive to the Tender in any respect will be at the Bidder/s's risk and may result in rejection of the Bid;
 - ii.** received all relevant information requested from UPPCL;
 - iii.** accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of UPPCL;
 - iv.** satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, for the development of the Project(s) and performance of its obligations under the Project Agreements;
 - v.** acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any matter in relation to the Project(s) shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from UPPCL, or a ground for termination of the Project Agreements; and
 - vi.** agreed to be bound by the undertakings provided by it under and in terms of this Tender and the Project Agreements.

7.3. Rights of UPPCL

- a)** UPPCL, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i.** suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
 - ii.** consult with any Bidder/s in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Technical Capacity and Financial Capacity requirement at any stage of the Bid Process till expiry of First Contract Year;
 - iii.** retain any information, documents and/or evidence submitted to UPPCL by and/or on behalf of any Bidder/s;
 - iv.** independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder/s;
 - v.** reject a Bid, if:
 - 1.** at any time, a material misrepresentation or incorrect or false information is made or uncovered;
 - 2.** the Bidder/s in question does not provide, within the time specified by UPPCL, the supplemental information sought by UPPCL for evaluation of the Bid; or
 - 3.** the Bid does not meet the validity requirement as set out in Clause 5.5 of the Tender;
- b)** UPPCL reserves the right to accept or reject a Bid, annul the Bid Process and reject all Bid/s, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidder/s.
- c)** If it is discovered during the Bid Process, at any time before signing the Project Agreements or after their execution and while they are in force that the Technical Capacity and Financial Capacity requirement has not been met by a Bidder/s or a Bidder/s has made misrepresentation or has given any incorrect or false information, then:
- i.** the Bidder/s shall be disqualified forthwith, if not declared as the Successful Bidder/s by the issuance of the LOA; or
 - ii.** the LOA shall be liable to be cancelled or the Project Agreements shall be liable to be terminated forthwith, if the Bidder/s has been declared as the Successful Bidder/s. UPPCL shall not be liable in any manner whatsoever to the Bidder/s for such cancellation or termination.
- d)** UPPCL shall have the right to forfeit and appropriate the Performance Security or Performance Bank Guarantee or Payment on Order Instrument or equivalent, for the loss suffered by UPPCL or the relevant counterparty(ies) to the Project Agreements, as the case may be, for, amongst others, UPPCL's or the relevant counterparty(ies) time, cost and efforts. Such forfeiture will be without prejudice to any other right or remedy that UPPCL may have under the Tender Document and the relevant counterparty(ies) to the Project Agreements may have under the respective the Project Agreements or applicable law.

7.4. Correspondence with Bidder/s

- a)** Save as expressly provided in these Tender Document, UPPCL shall not entertain any correspondence with the Bidder/s, whether in connection with the acceptance or rejection of their Bid/s or otherwise.

7.5. Confidential Information and Proprietary Data

7.5.1. Proprietary Data

- a)** All documents and other information provided by UPPCL or submitted by a Bidder/s to UPPCL will remain or become the property of UPPCL, as the case may be. Bidder/s are required to treat all information provided by UPPCL in the Tender and other Tender Document as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bid/s.

7.5.2. Confidentiality Obligations of UPPCL

- a)** UPPCL shall treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. UPPCL may not divulge any such information or any information relating to the evaluation of the Bid/s or the Bid Process, unless:
 - i.** such publication is contemplated under these Tender Document; or
 - ii.** such publication or disclosure is made to any Person who is officially concerned with the Bid process or is a retained professional advisor advising UPPCL or the Bidder/s on matters arising out of or concerning the Bid Process; or
 - iii.** it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
 - iv.** such publication is to enforce or assert any right or privilege of the statutory authority and/or UPPCL or as may be required by law (including under the Right to Information Act, 2005 and its amendments, if any); or
 - v.** in connection with any legal process.

7.5.3. Fraud and Corrupt Practices

- a)** Bidder/s and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this Tender, UPPCL may reject a Bid without being liable in any manner whatsoever to the Bidder/s, if it determines that a Bidder/s has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- b)** Without prejudice to the rights of UPPCL under Clause 7.5.3(a) above, if a Bidder/s is found by UPPCL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder/s will not be eligible to participate in any tender or request

for proposal issued by the GoUP or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the GoUP, from the date such Bidder/s is found by UPPCL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

c) For the purposes of this Clause 7.5.3, the following terms will have the meanings given to them below:

i. **corrupt practice** means:

- a. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the GoUP or UPPCL or Procurer/s or Advisors who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Units or arising from it, before or after its execution, at any time prior to the expiry of one (1) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the UPPCL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
- b. appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of all the Project Agreements, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or any of the Project Agreements, who at any time has been or is a legal, financial or technical advisor of the UPPCL on any matter concerning the Projects.

ii. **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;

iii. **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;

iv. **undesirable practice** means:

- 1. establishing contact with any Person connected or employed or engaged by UPPCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or
- 2. having a conflict of interest, as defined in the Tender; and

v. **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidder/s with the objective of restricting or manipulating full and fair competition in the Bid Process.

7.6. Governing Law and Jurisdiction

7.6.1. Governing Law

- a)** The Bid Process, the Tender Document and the Bid/s shall be governed by, and construed in accordance with, the laws of India.

7.6.2. Exclusive Jurisdiction

- a)** The competent courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Tender.

8. Appendix

8.1. APPENDIX I: Letter to Bid

To,

The Chief Engineer (PPA)
Uttar Pradesh Power Corporation Limited
14, Ashok Marg, Civil Lines, Lucknow,
Uttar Pradesh – 226022.
Email: ppare@uppcl.org

Sub: Techno-Commercial Bid for the providing energy storage solution 2000 MW 8 Hours discharge with maximum 6 Hours continuous discharge / day from Pumped Hydro Storage Plant/s (PHSP/s) to be implemented anywhere in India for a period of 40 years on “Build-Own-Operate-Maintain” basis

Dear Sir,

With reference to your Tender no. [●] dated [●], we, having read and examined in detail the Tender Document, understood its contents and hereby submit our Techno-Commercial Bid. We are submitting our Bid for a total capacity of [] MW in Location [], Taluk [], District [] (mention locations of all Project/s in _____). The Techno-Commercial Bid is unconditional and valid for one hundred and eighty (180) days from the Bid Due Date.

1. We give our unconditional acceptance to the Tender Document issued by UPPCL. In token of our acceptance to the Tender Document, the same have been initialed by us and enclosed with our Techno-Commercial Bid. We confirm and undertake that we shall sign and execute the Project Agreements as per the provisions of the Tender, without seeking any deviations or amendments, and the provisions of the Project Agreements shall be binding on us.
2. We acknowledge that UPPCL shall be relying on the information provided in the Bid and the documents accompanying the Techno-Commercial Bid for selection of the Bidder/s for awarding the Project/s, and we certify that all information provided in the Techno-Commercial Bid and in the Annexes is true and correct; nothing has been omitted which renders such information misleading and all documents accompanying the Techno-Commercial Bid are true copies of their respective originals. In the event that any of the information provided in the Techno-Commercial Bid is found to be incorrect after our selection as the Successful Bidder/s, we agree that the same would be treated as an event of default under the Project Agreements, and the respective counterparty(ies) under the Project Agreements shall have the right to terminate the respective Project Agreements.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by UPPCL in respect of any matter regarding or arising out of this Tender shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
4. The statements in this letter are made for the express purpose of qualifying for participation in the E-Reverse Auction process and selection as the Successful Bidder/s for the providing

storage capacity from PHSP/s , operation and maintenance of the PHSP/s and we are enclosing herewith our response to the Tender with formats duly digitally signed as desired by you in accordance with the Tender Document, for your consideration.

5. We confirm that we have studied the provisions of the relevant Indian laws (foreign laws, in case of foreign Bidder/s) and regulations as required to enable us to submit our Bid and execute the Project Agreements for providing capacity from PHSP/s , operation and maintenance of the PHSP/s in the event of our selection as the Successful Bidder/s.
6. We hereby understand and confirm that UPPCL reserves the right, at any time, to verify the documents furnished by us, including availability of the Net Worth to the extent claimed in the Techno-Commercial Bid with the original documents and bank statements and the shareholding of the Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation up to the expiry of the Project Agreements. Further, we shall make available to UPPCL any additional information it may find necessary or require supplementing or authenticate the Bid.
7. We confirm that we shall submit, before signing the Project Agreements, the unaudited balance sheet of the previous month end along with complete bank statement starting from the date of submission of the Techno-Commercial Bid along with a copy of the documents submitted with Registrar of Companies which became due during this period. We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, UPPCL shall be free to take appropriate action including forfeiture of Bid Security and blacklisting us for an appropriate period as decided by UPPCL.

We confirm that there is “no strike-out if not applicable” ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement, as on the online submission of the Techno-Commercial Bid.

[Note: In case the Bidder/s or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is having ongoing litigation or litigation pending, then the Bidder/s shall declare the same as part of this Appendix]

8. We acknowledge the right of UPPCL to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. We represent, warrant and undertake that:
 - a. We have examined and have no reservations to the Tender Document and do not seek any deviations to the Tender Document issued by UPPCL;
 - b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 7.5.3 of the Tender, in respect of any tender or

request for proposal issued by or any agreement entered into with UPPCL or any other public sector enterprise or any government, Central or State;

- c. We have taken steps to ensure that in conformity with the provisions of Clause 7.5.3 of the Tender, no Person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- d. The Tender Document and all other information provided by UPPCL are and shall remain the property of UPPCL and are provided to us solely for the purpose of preparation and the submission of our Bid in accordance with the Tender. We undertake that we shall treat all information received from or on behalf of UPPCL as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of our Bid;
- e. We, including all the other members of the Consortium or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity have not been barred by any government or government instrumentality in India or in any other jurisdiction in which we or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity belong or in which we conduct our business, from participating in any project or being awarded any contract as of the date of submission of our Techno-Commercial Bid;
- f. We, including all the other members of the Consortium have not, in the last three (3) years immediately preceding the Bid Due Date, failed to perform any contract exceeding a contract value of INR 50 Crore, as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity.

We, including all the other members of the Consortium have, in the last three (3) years immediately preceding the Bid Due Date, failed to perform any contract exceeding a contract value of INR 50 Crore , as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details);

- g. We, including all the other members of the Consortium have not, in the three (3) years immediately preceding the Bid Due Date, had any contract terminated by any government or government instrumentality for breach by us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be;
- h. We, including all the other members of the Consortium have, in the three (3) years immediately preceding the Bid Due Date, had the following contracts terminated by a government or government instrumentality for breach by us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be and there is

an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details);

- i. We certify that we, including all the other members of the Consortium, or our/their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to participate in the Bid Process and, if selected as the Successful Bidder/s, which could cast a doubt on our ability to develop, operate and maintain the Project/s, in accordance with the Project Agreement; and
 - j. We, including all the other members of the Consortium, further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity or against our CEO or any of our directors, managers and employees.
 - k. We, including all our Affiliates, have not been declared willful defaulters by any lender.
10. We understand that UPPCL may cancel the Tender Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidder/s to Bid for the Project/s, without incurring any liability to the Bidder/s.
11. We declare that we or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity are not submitting another Bid. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of this Tender, we shall intimate UPPCL of the same immediately.
12. We are submitting with this Techno-Commercial Bid and all the documents that are required to be submitted in accordance with the Tender.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by UPPCL in connection with evaluation of Techno-Commercial Bid/s, declaration of the Successful Bidder/s, or in connection with the Bid Process itself, in respect of the Project(s) and the terms and implementation thereof, to the fullest extent permitted by applicable law and waive any and all rights and/or claims we may have in this respect, whether actual or contingent, whether present or in future.
14. In the event of us being declared as the Successful Bidder/s, we agree to enter into Project Agreements. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
15. We understand that except to the extent as expressly set forth in the Project Agreements, we shall have no claim, right or title arising out of any documents or information provided to us by UPPCL or in respect of any matter arising out of or concerning or relating to the Bid Process.
16. If determined qualified to participate in the E-Reverse Auction process, we undertake that the Price Bid that will be quoted by us shall be after taking into consideration all the terms and

conditions stated in the Tender Documents, our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.

17. We offer a Bid Security of 5,00,000 INR (Indian Rupees Five Lakhs only) per MW, amounting to INR [●] ([in words]) to UPPCL in accordance with the Tender.
18. We agree and understand that the Bid is subject to the provisions of the Tender Document. In no case, shall we have any claim or right against UPPCL if the Projects/s(s) are not awarded to us or our Bid is not opened or considered, as the case may be.
19. We further confirm that the technology proposed to be used by us for the Project/s is commercially established and operational technology.
20. This Tender Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Lucknow, Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Tender Process.

In witness thereof, I/we submit this Techno-Commercial Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

Dated this [insert date] day of [insert month] 2024

Name and seal of the Bidder/s

(Signature, name and designation of the authorized signatory of the Bidder/s/Lead Member of the Consortium)

Note: All information for members to be provided in case of a Consortium

Format for Furnishing Litigation Details

We confirm that there is ongoing litigation or litigation pending or, to the best of such Party/ss knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Litigation description and reference to the case no.	Value of litigation	Date on which litigation started	Present status

Note:

1. In case the above information is applicable, then the Bidder/s shall annex it to this APPENDIX I: Letter to Bidder.
2. UPPCL reserves the right to request for providing any additional information to understand the materiality and severity of the ongoing litigation or litigation pending. Based on the materiality and severity of the ongoing litigation or litigation pending, UPPCL reserves the right to whether accept or reject the Bid submitted by the Bidder/s.
3. In case a Bidder/s has not declared the above information (in case it is applicable) and at a later date UPPCL gets to know about such ongoing litigation or litigation pending existing as on the online submission of Techno-Commercial Bid, in such a case all the Bid/s submitted, LOA (if issued), Project Agreements (If executed) by the Bidder/s shall be rejected and the Bid Security (as applicable or Performance Bank Guarantee/ Payment on Order Instrument (as applicable) shall be forfeited. Considering the severity or materiality of the ongoing litigation or litigation pending, the Bidder/s may get blacklisted for participating in future tenders.

8.2. ANNEX-I: Details of Bidder/s

Information and details to be provided include the following:

1. Checklist of submitted documents
2. Detail of Bidder/s as a Single Bidder/s including Group Business Entity whose Technical Capacity and Financial Capacity is claimed by the Bidder/s (as applicable) and Consortium
3. Technical Capacity and Financial Capacity

Note: To be submitted by all members in case of a Consortium

8.3. ANNEX-II: Certificate from Statutory Auditor

Certificate from the Statutory Auditor in case the experience of the Group Business Entity is used,
applicable for Single Bidder/s only
(On the letterhead of the Statutory Auditor)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s [Name of Bidder/s] and [Name of Group Business Entity] and certify that M/s [Name of Group Business Entity] is a Group Business Entity as defined in the Tender Document issued by UPPCL for providing storage capacity through Pumped Hydro Storage Project/s to be setup/located anywhere in India.

The details of the shareholding are as follows:

Name of the shareholder	No of shares	Amount of shares	%
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This certificate is being issued to be produced before Uttar Pradesh Power Corporation Limited for the Tender No. [●] dated [DD MMM YYYY].

Dated this [insert date] day of [insert month] 2024

Signature and Seal of the Statutory Auditor clearly indicating his/her membership number

8.4. ANNEX-III: Statement of Legal Capacity of the Bidder/s

Statement of Legal Capacity of the Bidder/s

(On the letterhead of the Bidder/s/Lead Member of the Consortium/Consortium Member)

To,
The Chief Engineer (PPA)
Uttar Pradesh Power Corporation Limited
14, Ashok Marg, Civil Lines, Lucknow,
Uttar Pradesh – 226022.
Email: ppare@uppcl.org

Dear Sir,

I/We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the Tender document.

We have agreed that [insert the name of the members] shall act as the Lead Member of our consortium.*

We have agreed that [insert individual's name] shall act as our representative/ shall act as the representative of the consortium on its behalf* and has been duly authorized to submit the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Dated this [insert date] day of [insert month] 2024

Name and seal of the Bidder/s

(Signature, name and designation of the authorized signatory of the Bidder/s/Lead Member of the Consortium)

*Please strike out whichever is not applicable.

Note: To be submitted by all members in case of a Consortium

8.5. ANNEX-IV: Certificate of Anti-Collusion

(On the letterhead of the Bidder/s/Lead Member of the Consortium)

We hereby certify and confirm that in the preparation and submission of our Bid with reference to this Tender No. [●] dated [DD MMM YYYY] for procurement of 2000 MW 8 Hours discharge with maximum 6 Hours continuous discharge / day Storage from Pumped Hydro Storage Plant/s (PHSP/s) to be implemented on “Build-Own-Operate-Maintain” basis for providing energy storage support to Procurer/s for a period of 40 years, we have not acted in concert or in collusion with any other Bidder/s or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this [*insert date*] day of [*insert month*] 2024

Name and seal of the Bidder/s

(Signature, name and designation of the authorized signatory of the Bidder/s/Lead Member of the Consortium)

Note: To be submitted by all members in case of a Consortium

8.6. ANNEX-V: Affidavit for Anti-Blacklisting

(On a non-judicial stamp paper of requisite value as per applicable law)

We, M/s. (Single Business Entity / Lead Member/ Other Member /s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Uttar Pradesh Power Corporation Limited(UPPCL) / any other entity of Government of Uttar Pradesh or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on _____ Bid Due Date.

We further confirm that we are aware that our Bid would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period.

Dated this [*insert date*] day of [*insert month*] 2024

Name and seal of the Bidder/s

(Signature, name and designation of the authorized signatory of the Bidder/s/Lead Member of the Consortium)

Note: To be submitted by all members in case of a Consortium

8.7. ANNEX-VI: Declaration of Shareholding Pattern of the Bidder/s

(On the letterhead of the Bidder/s/Lead Member of the Consortium)

I/We hereby declare information of all the entities holding ten (10%) or more shareholding in the Bidder/s, directly/indirectly. The information includes any compulsorily convertible Preference Shares and/or Debentures, a declaration of the likely shareholding after conversion of such instruments. The information provided herein clearly indicates the foreign shareholding and domestic shareholding in the Bidder/s (Differentiate between Foreign Shareholding and Domestic Shareholding):

(Information on shareholding)

SI. No	Name of the Shareholder	Domestic Share holder	Foreign Share holder	Percentage of Share holding
1.				
2.				
...				

Dated this [insert date] day of [insert month] 2024

Name and seal of the Bidder/s

(Signature, name and designation of the authorized signatory of the Bidder/s/Lead Member of the Consortium)

Note: To be submitted by all members in case of a Consortium

If no entity is holding more than ten (10%) or more shareholding in the Bidder, then the format shall be uploaded stating “Not Applicable”

8.8. ANNEX-VII: No Deviation Certificate

(On the letterhead of the Bidder/s/Lead Member of the Consortium)

I/ We, M/s. (Single Bidder/ Lead Member of the Consortium), (the names and addresses of the registered office) hereby certify and confirm that we have read the clauses and provisions of the Tender Document including Tender, PHSPPA, all amendments, all addendums and all clarifications issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions:

Declaration of deviation considered by the Bidding entity, if any:

Name of the conditions	Reference clause no. (in case of any deviations)	Deviation considered
Cost of Tender (Non-refundable) (Rs. 10,000/- plus GST)		
Cost of Application Fee (Non-refundable) (Rs. 10,000/- plus GST)		
Bid Security (Of [5,00,000] INR per MW for the quoted capacity)		
APPENDIX-I (Letter of Bid)		
ANNEX-I (Details of the Bidder/s)		
ANNEX-II (Certificate from the Statutory Auditor in case the experience of the Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is used, applicable for Single Bidder/s only)		
ANNEX-III (Statement of Legal Capacity of the Bidder/s)		
ANNEX-IV (Certificate of Anti-collusion)		
ANNEX-V (Affidavit for Anti-blacklisting)		
ANNEX-VI (Declaration of Shareholding Pattern of the Bidder/s)		
ANNEX-VII (No deviation certificate)		
ANNEX-VIII (Format for Declaration by the Bidder/s for the proposed technology tie-up)		
ANNEX-IX (Format for Technical Criteria)		
ANNEX-X (Format for Cycle Loss/ Conversion Loss)		
APPENDIX-II (Bid Security to be submitted by the Single Bidder/s or the Lead Member of the Consortium)		
APPENDIX-III (Power of Attorney and Board Resolution to be submitted by the Single Bidder/s or all the members of the Consortium in favor of their Authorized Signatories)		
APPENDIX-IV (Power of Attorney signed by all the other members of the Consortium in favor of the Lead Member)		
APPENDIX-V (Joint Bidding Agreement (JBA) executed by all the members of the Consortium)		

Name of the conditions	Reference clause no. (in case of any deviations)	Deviation considered
APPENDIX-VI (Certificate from Statutory Auditor showing the compliance to Technical Capacity)		
APPENDIX-VII (Certificate from Statutory Auditor showing the compliance to Financial Capacity)		
APPENDIX-VIII (Format for Acceptance of PHSPPA Annual Fixed Charge post e-reverse auction)		
APPENDIX-IX: Format for Declaration of Bid Security		
Tender Document		
PHSPPA		
Addendum/ Corrigendum		
Any other deviations		

Instruction for the above table:

For any deviation, the Bidder/s shall mention such deviation only in this certificate. In case Bidder/s has mentioned the deviation at any other place/ document, such deviations shall not be considered and if found later Bidder/s shall be rejected.

Please mention “No deviation considered” against each line item in case the Bidder/s is not proposing deviation whatsoever to any of the clauses and provisions as mentioned above. ***The Bidding Entity shall be considered as Non-Responsive in case this ANNEX-VII: No Deviation Certificate is not submitted by the Bidding Entity.***

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period. We also confirm that we have taken no deviation on the above and shall be rejected in case UPPCL found any such deviations considered by the Bidder/s at any stage till the expiry of the PHSPPA Term.

Dated this [insert date] day of [insert month] 2024

Name and seal of the Bidder/s

(Signature, name and designation of the authorized signatory of the Bidder/s/Lead Member of the Consortium)

Note: To be submitted by all members in case of a Consortium

8.9. ANNEX – VIII: Format for Declaration by the Bidder/s for the proposed technology tie-up

Sl. No.	Particulars	Details
1	Name of Bidding Company / Lead Member of Bidding Consortium	
2	Name of the Technology partner (if any)	
3	Project Location (each Project wise)	.....
4	Total quoted capacity	..... MW
5	Number of Projects	..... Nos.
6	Water requirement	..... TMC / MCum
7	Daily generation duration	..... Hours
8	Annual energy generation	..... MWh
9	Number of Turbine Units	..... Nos.
10	Brief about the proposed Technology	
a)	Turbine type	
b)	Energy Storage Capacity	..... MWh
c)	Pump capacity	..... MW
d)	Charging duration	..... Hours
e)	Response Time from Cold Start	..... secs
f)	Hours of Discharge	..... Hours
g)	Plant availability %
h)	Ramp-up Rate in operational condition	..... secs
i)	Ramp-down Rate in operational condition	..... secs
j)	Quantum tied up with others	.....MW
k)	Details of untied quantum	.....MW
l)		

Signature of the Authorized Signatory

Name of the Authorized Signatory

8.10. ANNEX – IX: Format for Technical Criteria

[On the letter head of Bidder/s]

[Insert the Project Name]

(to be submitted separately for each technology)

To,

The Chief Engineer (PPA)
Uttar Pradesh Power Corporation Limited
14, Ashok Marg, Civil Lines, Lucknow,
Uttar Pradesh – 226022.
Email: ppare@uppcl.org

Dear Sir,

Sub: Response to Tender No. _____ for selection of Developer/s for proving energy storage capacity through ISTS Connected Pumped Hydro storage Project/s of [] capacity located anywhere in India.

We hereby undertake to certify in line with Clause 4.2 of the PHSPPA that the following details shall be furnished within [12] (Twelve) months from Effective Date of the PHSPPA:

1. That the technology proposed to be used is commercially established technology and at least one project based on this technology is successfully operational for at least one year.
2. Details of the project with location and the successful operational period of the project utilizing this technology.

(Signature & Name of the person Authorized by the Board)

8.11. ANNEX – X: Format for Cycle Loss

[On the letter head of Bidder/s]

[Insert the Project Name]

(to be submitted separately for each technology)

To,

The Chief Engineer (PPA)
Uttar Pradesh Power Corporation Limited
14, Ashok Marg, Civil Lines, Lucknow,
Uttar Pradesh – 226022.
Email: ppare@uppcl.org

Dear Sir,

Sub: Response to Tender No. _____

We hereby undertake to certify in line with Clause [] of the draft PHSPPA that the quoted Cycle Loss % shall be fixed for the entire term of the Pumped Hydro Storage Power Procurement Agreement (PHSPPA) at the delivery point. We also undertake that the above declared Cycle Loss shall in no case be more than [25]% on an annual basis.

[We will strive to ensure that the actual/operational Cycle Loss is less than or equal to the above-mentioned Cycle Loss on monthly basis. Any non-compliance regarding adherence to aforementioned Cycle Loss shall lead to imposition of penalty as per the terms of the Pumped Hydro Storage Power Procurement Agreement (PHSPPA)]

Documentary evidence(s)¹ confirming the Cycle Loss not be more than ____ on annual basis is enclosed as part of this ANNEX – X: Format for Cycle Loss

Project Land and Grid Connectivity Details (Proposed).

Sl No	Description	Project 1	Project 2 ‘n	Project k...
1	Land details:	Location		
		Total Area in Hectare		
		Latitude & Longitude		
		Leased Land in Hectare		
		Private Land in Hectare		
		Complete Land transfer (Mutation)		
2	Proposed Connectivity	Name of Substation		

¹ Evidences can be certification from OEM on the proposed technology’s efficiency

	Substation (ISTS)	Voltage rating & capacity of each interconnecting substation
3	Details of Transmission System from Plant to interconnecting substation up to Delivery/Meter ing point (Dedicated transmission system)	Length of O/H Transmission Lines Voltage level of transmission lines Transmission circuit and conductor configuration

(Signature & Name of the person Authorized by the Board)

8.12. APPENDIX II-A: Format of Bank Guarantee towards Bid Security

(On a non-judicial stamp paper of requisite value as per applicable law)

B.G. No. [] Dated:

In consideration of you, The Chief Engineer (PPA), Uttar Pradesh Power Corporation Limited, 14, Ashok Marg, Civil Lines, Lucknow, Uttar Pradesh – 226001, Email: ppare@uppcl.org (referred to as **UPPCL**, which expression will unless it is repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [*insert name of Bidder/s/Lead Member of the Consortium*] with its registered office at [*insert address*] (referred to as the **Bidder/s**, which expression will unless it be repugnant to the subject or context thereof include its successors and assigns), for providing energy storage capacity of [] MW 8 Hours discharge with maximum 6 Hours continuous discharge / day Storage from Pumped Hydro Storage Plant/s (PHSP/s) located anywhere in India on “Build-Own-Operate-Maintain” basis for providing energy storage support to Procurer/s for a period of 40 years from total quoted capacity of [] MW as below:

- a) Capacity of [] MW at Location [], Taluk [], District [] in _____.
- b) Capacity of [] MW at Location [], Taluk [], District [] in _____.
- c) Capacity of [] MW at Location [], Taluk [], District [] in _____.

.....

(referred to as the **Project**) pursuant to the Tender, the Project Agreements and other Tender Document, we [*insert Name of the Scheduled Bank*] having our registered office at [] and one of its branches at [.....] (referred to as the **Bank**), at the request of the Bidder/s, do hereby in terms of Clause 4.1 of the Tender, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Document (including the Tender) by the said Bidder/s and unconditionally and irrevocably undertake to pay forthwith to UPPCL an amount of INR [.....] [*insert amount equivalent to 5,00,000 INR (Indian Rupees Five Lakhs only) per MW in figures and words*] (referred to as the **Guarantee**) as our primary obligation without any proof or conditions, and without any demur, reservation, recourse, contest, or protest and without reference to the Bidder/s if the Bidder/s will fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Document.

1. Any such written demand made by UPPCL stating that the Bidder/s has failed to fulfil and comply with the terms and conditions contained in the Tender Document will be final, conclusive and binding on the Bank. The Bank shall not require UPPCL to justify the invocation of this Guarantee, nor shall the Bank have any recourse against UPPCL in respect of any payment made hereunder.
2. We, the Bank, do hereby unconditionally undertake to, immediately and forthwith, pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder/s or any other Person and irrespective of whether the claim of UPPCL is disputed by the Bidder/s or not, merely on the first demand from UPPCL stating that the amount claimed is due to UPPCL by reason of failure of the Bidder/s to fulfil and comply with

the terms and conditions contained in the Tender Document, including but not limited to the following events:

- a) if a Bidder/s engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 7.5.3 of the Tender;
- b) if, after the Proposal Due Date, a Bidder/s withdraws its Bid during the Bid validity period, as extended from time to time;
- c) if a Bidder/s is selected as the Successful Bidder/s and it fails within the specified time as per Clause a) as above;
- d) If a Bidder fails to fulfil any other condition precedent to the execution of the Project Agreements;

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date (“Expiry Period”) and a claim period of thirty (30) days or for such end date of the Expiry Period (“Claim Period”) or extended period as may be mutually agreed between UPPCL and the Bidder/s, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
- 4. We, the Bank, further agree that UPPCL will be the sole judge to decide as to whether the Bidder/s has failed to fulfil or comply with the terms and conditions contained in the Tender Document including, those events listed above. The decision of UPPCL that the Bidder/s is in default as aforesaid will be final and binding on us, notwithstanding any differences between UPPCL and the Bidder/s or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 5. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder/s or the Bank or any absorption, merger or amalgamation of the Bidder/s or the Bank with any other Person.
- 6. In order to give full effect to this Guarantee, UPPCL will be entitled to treat the Bank as the principal debtor.
- 7. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Tender Document or the Bid submitted by the Bidder/s.
- 8. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or UPPCL):
 - a) any time or waiver granted to, or composition with, the Bidder/s or any other Person;

- b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder/s, as the case may be;
 - c) any variation of the Tender Document, so that references to the Tender Document in this Guarantee shall include each such variation;
 - d) any unenforceability, illegality or invalidity of any obligation of the Bidder/s or UPPCL under the Tender Document or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than the performance of any of the obligations of the Bidder/s under the Tender Document).
9. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
10. We undertake to make the payment on receipt of your notice of claim on us addressed to [insert name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
11. It shall not be necessary for UPPCL to proceed against the Bidder/s before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which UPPCL may have obtained from the Bidder/s or any other Person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of UPPCL in writing.
13. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR [in figures and words]. The Guarantee will remain in force until..... (Indicate date falling 180 (one hundred and eighty) days after the original Bid Due Date). The Bank will be liable to pay the amount or any part of the Guarantee only if UPPCL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date falling thirty (30) days after the Expiry Period).
15. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

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

17. Capitalized terms used but not defined herein shall have the meanings given to them in the request for Tender No. [●] dated [●] issued by UPPCL.

Signed and Delivered by..... Bank

By the hand of Mr./ Ms..... its and authorised official.

(Signature of the authorised signatory of the Bank)

(Official Seal)

Note: Separate Bid Security shall be submitted for each Project i.e. One BG for [●] MW.

8.12. APPENDIX II-A2: Format of Payment on Order Instrument towards Bid Security

No. _____ Date _____
UPPCL, _____ Registered _____
_____,

Reg: M/s _____ (insert name of the Bidder) – Issuance of
Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s. _____ (*insert name of the POI issuing Agency*) (**‘IREDA/REC/PFC’**) has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (*insert name of the Bidder*), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Setting up of 2000 MW Pumped Hydro Storage Plant/s of the cumulative capacity of _____ MW [*Insert cumulative Project capacity proposed*] for storage/supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Uttar Pradesh Power Corporation Limited (hereinafter referred to as UPPCL) and UPPCL considering such response to the RfS of [*Insert the name of the Bidder*] as per the terms of the RfS, the _____ [*Insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPPCL at [*Insert Name of the Place from the address of UPPCL*] forthwith without demur on demand in writing from UPPCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees. [*insert amount equivalent to 5,00,000 INR (Indian Rupees Five Lakhs only) per MW in figures and words*], only, on behalf of M/s _____ [*Insert name of the Bidder*].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to UPPCL on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from UPPCL within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against UPPCL;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (UPPCL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by UPPCL made in any format within the validity period. IREDA/REC/PFC shall not require UPPCL to justify the invocation of the POI against the SPV/Developer, to make any claim against or any demand against the SPV/Developer or to give any notice to the SPV/ Developer;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and UPPCL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/ Developer;
 - (h) Neither UPPCL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against UPPCL in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent

of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

6. In pursuance of the above, IREDA/REC/PFC and UPPCL have signed an Umbrella Agreement dated ___ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to UPPCL and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully For
and on behalf of

(Name of the POI issuing
agency).

()

General Manager (TS)

Copy to:-

M/s.

As per their request

()

General Manager (TS)

8.13. APPENDIX II-B: Format of Performance Security (PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head / Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of UPPCL, a Company incorporated under the Indian Companies Act, 1956 having its registered office at Shakti Bhawn, Lucknow (hereinafter referred to as “UPPCL”, which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors, and assigns);

WHEREAS

By the Pumped Storage Power Procurement Agreement (the “Agreement”) being entered into between Procurer/s and _____², a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at _____ (hereinafter referred as “Developer”), has been granted the right to development of [PHSP Project] an hereinafter referred to as the Project.

In terms of Clause 6.11 of the Agreement, the Developer is required to furnish to UPPCL, an unconditional and irrevocable bank guarantee for an amount of INR _____/- (Rupees _____ Only) as security for due and punctual performance/discharge of its obligations under the Agreement.

At the request of the Developer, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Agreement relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.

² Name of SPV

The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ of all its obligations relating to the Project under the Agreement.

The Guarantor as primary obligator shall, unconditionally and without demur, pay to Procurer/s sums not exceeding in aggregate INR _____/- (Rupees _____ Only), within one working day of receipt of a written demand thereof from UPPCL stating that the Developer has failed to meet its performance obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Developer or validity of demand so made by UPPCL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Developer or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, UPPCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by UPPCL or any indulgence shown by UPPCL to the Developer and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by UPPCL or any indulgence shown by UPPCL provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect for a period of one (1) year from the Commercial Operation Date unless discharged /released earlier by UPPCL in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of INR _____/- (Rupees _____ Only).

This Guarantee shall not be affected by any change in the constitution or winding up of the Developer/the Guarantor or any absorption, merger or amalgamation of the Developer/the Guarantor with any other Person.

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank

by the hand of Shri _____ its _____ and authorised official.

8.13. APPENDIX II-B2: Format of Performance Security (Payment on Order Instrument)

No.

Date

UPPCL,

Registered

Reg: M/s _____(insert name of the PPA signing entity) (Project No.

_____(insert project ID issued by UPPCL) – Issuance of
Payment on Order Instrument for an amount of Rs. __

Dear Sir,

1. It is to be noted that M/s. _____(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____only) to M/s _____under the Loan Agreement executed on _____to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____(insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees_____(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the----- [Insert name of the Bidder] (hereinafter referred to as selected Developer) submitting the response to RfS inter alia for selection of Contracted Capacity of MW, at[Insert name of the place] under RfS for _____(insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated... issued by Uttar Pradesh Power Corporation Limited (hereinafter referred to as UPPCL) and UPPCL considering such response to the RfS of[insert the name of the selected Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the PSP of the Developer and issuing Letter of Award No _____ to (Insert Name of selected Developer) as per terms of RfS and the same having been accepted by the selected Developer resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected 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 IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPPCL at [Insert Name of the Place from the address of the UPPCL] forthwith on demand in writing from UPPCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Developer / Project Company].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at

_____, agrees to make payment for the sum of Rs. _____lakhs (in words.....) to UPPCL on the following conditions:-

- (i) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from UPPCL within the validity period of this letter as specified herein;
- (j) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against UPPCL;
- (k) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
- (l) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (UPPCL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
- (m) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
- (n) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by UPPCL made in any format within the validity period. IREDA/REC/PFC shall not require UPPCL to justify the invocation of the POI against the SPV/Developer, to make any claim against or any demand against the SPV/Developer or to give any notice to the SPV/Developer;
- (o) The POI shall be the primary obligation of IREDA/REC/PFC and

UPPCL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/Developer;

(p) Neither UPPCL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against UPPCL in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and

IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

6. In pursuance of the above, IREDA/REC/PFC and UPPCL have signed an Umbrella Agreement dated __ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to UPPCL and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully For and
on behalf of

M/s. _____

(Name of the POI issuing
agency).

()

General Manager (TS)

Copy to:-

M/s. _____

request As per their

()

General Manager (TS)

8.14. APPENDIX-III Format for Power of Attorney and Board Resolutions

Format for Power Attorney

(BOARD RESOLUTION IN FAVOUR OF AUTHORIZED SIGNATORY ALSO ENCLOSED)

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

Power of Attorney provided by the Bidder/s in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we do hereby constitute, appoint and authorize, presently residing at 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 thins necessary in connection with or incidental to submission of our Bid against the Tender is invited from the prospective Bidder/s for providing energy storage capacity of [___] MW 8 Hours discharge with maximum 6 Hours continuous discharge / day Storage from Pumped Hydro Storage Plant/s (PHSP/s) anywhere in India on “Build-Own-Operate-Maintain” basis for providing energy storage support to Procurer/s for a period of 40 years. We are submitting our Bid for a total quoted capacity of [] MW as below:

- a. Capacity of [] MW at Location [], Taluk [], District [] in _____.
- b. Capacity of [] MW at Location [], Taluk [], District [] in _____.
- c. Capacity of [] MW at Location [], Taluk [], District [] in _____.

The aforesaid employee is Authorized in response to the Tender no. [] dated [] issued by Uttar Pradesh Power Corporation Limited ("UPPCL"), 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 UPPCL may require us to submit. The aforesaid Attorney further authorizes the employee for making representations to UPPCL, and providing information / responses to UPPCL, representing us in all matters before UPPCL, and generally dealing with UPPCL in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the Tender Document.

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 Tender Document.

Signed by the within named

Organization Name:

through the hand of

Name of Authorizer:

duly authorized by the Board to issue such Power of Attorney

Dated this

Signature of Attorney

Name:

Designation:

Address of the Attorney:

Attested

Signature of the executant

Name:

Designation:

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

1

Signature

Name:

Designation:

2.

Signature

Name:

Designation:

Notes:

The mode of execution of the power of attorney shall 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 shall 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 shall be a person holding the responsible post & designation in the company.

In case of the Bidder/s being a foreign company, the same shall be signed by a person of equivalent position.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder/s from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

8.15. APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium

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

Power of Attorney provided by the Bidder/s in favor of its representative as evidence of authorized signatory's authority.

We are submitting our Bid for a total quoted capacity of [] MW as below:

- a) Capacity of [] MW at Location [], Taluk [], District [] in _____.
- b) Capacity of [] MW at Location [], Taluk [], District [] in _____.
- c) Capacity of [] MW at Location [], Taluk [], District [] in _____.

Know all men by these presents, we do hereby constitute, appoint and authorize, presently having registered office at 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 Tender invited from the prospective bidder/s for providing energy storage capacity of [] MW 8 Hours discharge with maximum 6 Hours continuous discharge /day from Pumped Hydro Storage Plant/s (PHSP/s) anywhere in India on "Build-Own-Operate-Maintain" basis for providing energy storage support to Procurer/ss for a period of 40 years.

The aforesaid [Name of Lead Member of the Consortium], in response to the Tender no. [] dated [] issued by Uttar Pradesh Power Corporation Limited ("UPPCL"), 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 UPPCL may require us to submit. The aforesaid Attorney is further authorized for making representations to UPPCL, and providing information / responses to UPPCL, representing us in all matters before UPPCL, and generally dealing with UPPCL in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the Tender.

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 Tender Document.

Signed by the within named

Organization Name:

through the hand of

Name of Authorizer:

duly authorized by the Board to issue such Power of Attorney

Dated this

Signature of Attorney

Name:

Designation:

Address of the Attorney:

Attested

Signature of the executant [Name of Other Member 1]

Name:

Designation:

Address of the executant:

Signature of the executant [Name of Other Member 2]

Name:

Designation:

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

1

Signature

Name:

Designation:

2.

Signature
Name:
Designation:

Notes:

The mode of execution of the power of attorney shall 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 shall 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 shall be a person holding the responsible post & designation in the company.

In case of the Bidder/s being a foreign company, the same shall be signed by a person of equivalent position.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder/s from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

8.16. APPENDIX-V Format for Joint Bidding Agreement

(To be executed on stamp paper of appropriate value. Foreign entities submitting Bid are required to follow the applicable law in their country)

We are submitting our Bid for a total quoted capacity of [] MW as below:

- a) Capacity of [] MW at Location [], Taluk [], District [] in _____.
- b) Capacity of [] MW at Location [], Taluk [], District [] in _____.
- c) Capacity of [] MW at Location [], Taluk [], District [] in _____.

THIS JOINT BIDDING AGREEMENT is entered into on this [] Day of [].

AMONG

1. [.....] with its registered office at [] (referred to as **Lead Member** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

2. [.....] with its registered office at [] (referred to as **Other Member 1** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

3. [.....], with its registered office at [] (referred to as the **Other Member 2** which expression will, unless repugnant to the context include its successors and permitted assigns)

4. The above-mentioned parties namely Lead Member [], Other Member 1 [], and Other Member 2 [] are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

- A. Uttar Pradesh Power Corporation Limited (referred to as **UPPCL** which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited Bid/s (the **Bid**) by its Request for Selection No. [] dated [].
- B. The Parties are interested in jointly bidding for the Project(s) as Members of a Consortium and in accordance with the terms and conditions of the Tender Document in respect of the Project(s).
- C. Bidder/s qualifying on the strength of a Consortium shall submit a legally enforceable Joint Bidding Agreement in a format specified in the Tender Document, whereby the Members of the Consortium undertake to be liable for their respective equity investment commitment for

the formation of an SPV and undertake to submit the performance bank guarantees/ Payment on Order Instrument as required as per the provisions of the Tender Document and Project Agreements, as specified herein.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed there to under the Tender.

2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process.
- 2.2. The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for participating in the Bid Process, either directly or indirectly or through any of their Associates.
- 2.3. We, the Members of the Consortium and Parties to the Joint Bidding Agreement do hereby unequivocally agree that..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the Tender Document for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here).
- 2.4. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of all Members of the Consortium.
- 2.5. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Member of the Consortium 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 Joint Bidding Agreement.

3. Incorporation of SPV

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder/s and awarded the Unit(s), it will incorporate a special purpose vehicle (**SPV**) under the Companies Act, 2013 for entering into the Project Agreements with the relevant counterparty(ies) and for performing all its obligations in terms of the Project Agreements for the Unit(s).

4. Equity Contribution

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

Name	Percentage of equity holding
Lead Member*	-----
Other Member 1	-----
Other Member 2	-----
Total Equity	100%

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

In case of any breach of any of the equity holding as specified under clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.

5. Equity Lock-in

The Parties acknowledge that all the members of the Consortium shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Anniversary of COD.

6. General

- 6.1.** Except as specified in the Joint Bidding 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.
- 6.2.** It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- 6.3.** This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and courts at Lucknow, Uttar Pradesh alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 6.4.** It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the Tender Document, on behalf of the Consortium.
- 6.5.** It is hereby agreed that in case of selection of the Consortium as the Successful Bidder/s, the Consortium shall furnish the requisite performance bank guarantees/ Payment on Order Instrument under the Project Agreements in favor of the

counterparty(ies), as stipulated in the Project Agreements. The Lead Member shall be responsible for ensuring the submission of the requisite performance bank guarantees/ Payment on Order Instrument

- 6.6.** It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and, for the Successful Bidder/s, shall remain valid over the term of the Project Agreements.
- 6.7.** The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members of the Consortium respectively from time to time in response to the Tender for the purposes of the Bid.
- 6.8.** It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Unit(s) as envisaged under the Tender Document and Project Agreements.
- 6.9.** It is hereby expressly agreed between the Parties to this Joint Bidding Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of UPPCL.
- 6.10.** This Joint Bidding Agreement
- a.** has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - b.** sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
 - c.** may not be amended or modified except in writing signed by each of the Parties and with prior written consent of UPPCL;

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure of the Project is achieved under and in accordance with the PHSPPA, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder/s is not pre-qualified or upon return of the Bid Security by UPPCL to the Bidder/s, as the case may be.

8. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of UPPCL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder/s from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

8.17. APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity

(On the Letterhead of the Statutory Auditor)

Certificate from the Statutory Auditor regarding development experience

Date:

TO WHOMSOEVER IT MAY CONCERN

Based on its books of accounts and other published information authenticated by it, this is to certify that (Name of the Bidder/ Group Business Entity/ Consortium member) is an equity shareholder in (Title of the project company) and holds/ held INR Crore (Indian Rupees Crore only) of Paid-up Share Capital with voting rights (with ___ no of shares with value of each share as INR _____) (which constitutes% of the total Paid-up Share Capital and subscribed as on the date of Commercial Operation Date of the project/subscribed as on the date of incorporation) of the project company from [date] to [date].

(If the project is a Power Project)

The project of capacity/cost MW/INR was commissioned on (date of commissioning of the project) as per the commissioning certificate issued to the project company.

We further certify that the total cost of the project is INR [figures and words] crores and the debt and equity ratio of the project company is __%: __%.

(If the project is an Infrastructure Project)

The Project _____ (name of the project company) has completed the project on _____ (Date). We further certify that the project company has executed EPC/Construction work of the infrastructure projects having project cost of INR [figures and words]

This certificate is being issued to be produced before Uttar Pradesh Power Corporation Limited (referred to as UPPCL), for the [Tender name] as per Tender no. _____ dated _____.

I certify that I have verified the original documents as mentioned below and confirm that all the information provided in this certificate is true:

- a) Work order/ Letter of Award issued by the procurer
- b) Pumped Hydro Storage Power Procurement Agreement (PHSPPA) signed with the procurer
- c) Commissioning certificate issued by the procurer mentioning the actual date of commissioning for the project for which Technical Capacity is being claimed
- d) Proof mentioning the connectivity voltage level of the project for which the Technical Capacity is being claimed
- e) Proof for holding more than twenty six percent (26%) of Paid-up Share Capital as on the date of COD for the entity claiming Technical Capacity

Signature and Seal of the

Statutory Auditor clearly indicating his/her

Membership number

Instructions:

Details of all the projects commissioned should be furnished as per the format below, signed by the Chartered Accountant.

The project wise experience is mentioned below:

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was developed	
Location	
Estimated project cost (INR Crore)	
Project Commissioned Capacity (MW (AC and DC))	
Date of commencement of project	
Date of completion/ commissioning	
Date of commercial operation of the project	
Equity shareholding as on the date of commercial operation of the project.	
Whether credit is being taken for the of for demonstrating Eligibility Criteria from Group Business Entity (Yes/No)	
Total Units generated from the Project in kWh mentioning the period	

Instructions:

1. Bidder/s shall submit Technical Capacity as per Clause 6.3
2. Provide details of only those projects that have been undertaken by the Bidder/s under its own name and/ or by an Group Business Entity specified in Clause 6.3b).
3. A separate sheet should be filled for each project commissioned.
4. Member Code shall indicate NA for Not Applicable in case of Single Business Entity. For member of consortium the following abbreviation are suggested viz., LM for Lead Member and OM for Other Member.

8.18. APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity

(On the Letterhead of the Statutory Auditor)

Date:

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity/Consortium Member/Group Business Entity] and certify that the net worth is INR _____ Crores (Indian Rupees _____ Crores) or equivalent US\$ as on the last date of the Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.).

All figures are in Crore INR

Particulars	Financial Year or Calendar Year ending DD MMM YYYY (as applicable)
Aggregate value of the paid-up share capital Fully, compulsorily and mandatorily convertible Preference shares Fully, compulsorily and mandatorily convertible Debentures.	[Insert the amount in Crore INR]
Add: All reserves created out of the profits and securities premium account	[Insert the amount in Crore INR]
Subtract: Accumulated losses	[Insert the amount in Crore INR]
Subtract: Deferred expenditure	[Insert the amount in Crore INR]
Subtract: Miscellaneous expenditure not written off	[Insert the amount in Crore INR]
Net worth* as on the last date ending Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.	[Insert the amount in Crore INR]

Note: * The above Net worth does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

We have submitted the consolidated / unconsolidated audited financial statements along with the supporting notes as annexure for the said Financial Year or Calendar Year ending DD MMM YYYY.

This certificate highlighting the breakup of the net worth including the reference of the various notes in the annual accounts is being issued to be produced before Uttar Pradesh Power Corporation Limited for the [Tender name] as per Tender no. _____ dated _____.

Signature and Seal of the

Statutory Auditor clearly indicating his/her

Membership number

8.19. APPENDIX-VIII: Format for Acceptance of PHSPPA Annual Fixed Charge post e-reverse auction

(To be printed on the letterhead of the Bidder/s/Lead Member)

Dated:

To,
The Chief Engineer (PPA)
Uttar Pradesh Power Corporation Limited
14, Ashok Marg, Civil Lines, Lucknow,
Uttar Pradesh – 226022.
Email: ppare@uppcl.org

Sub: Acceptance of Pumped Hydro Storage Power Procurement Agreement (PHSPPA Annual Fixed Charge post E-Reverse Auction process)

Dear Sir,

With reference to your Tender name [], Tender No. [] dated [], we, having read and examined in detail the Tender Documents and understood their contents, hereby submit our acceptance to the PHSPPA Annual Fixed Charge after completion of E-Reverse Auction process, which shall be final and binding on us. The Price Bid is unconditional and unqualified and valid for one hundred and eighty (180) days from the Bid Due Date. Please accept our Pumped Hydro Storage Power Procurement Agreement (PHSPPA) Annual Fixed Charge as INR per MW per annum [In Indian Rupees up to 2 decimal places in figure and words] valid during the PHSPPA Term for a total capacity of the Project(s) as [] MW.

In witness thereof, I/we submit this acceptance under and in accordance with the terms of the Tender Document.

Thanking you,

Yours faithfully,

Dated this [insert date] day of [insert month] 2021

Name and seal of the Bidder/s
(Signature, name and designation of the authorized signatory of the Bidder/s/Lead Member of the Consortium)

8.20. APPENDIX-IX: Format for Declaration of Bid Security

(To be submitted separately for each Project)

No.

Date

Subject: Declaration of bid security requirement.

We, _____ (insert name of the Bidder/s) hereby provide this undertaking to Uttar Pradesh Power Corporation Limited (hereinafter shall be referred to as “UPPCL”), in respect to our response to Tender vide Tender No. _____ dated _____.

We undertake that we will abide by the provisions of the Tender for the activities pertaining to submission of response to Tender, during the bid validity period. We undertake not to withdraw or modify our bid during the bid validity period, in line with provisions of the Tender. In case we withdraw or modify our response to the Tender during the bid validity period, or violate other provisions of the Tender which make the bid non-responsive under Clause 6.1 and Clause 6.7 of the Tender, We, _____ (insert name of the Bidder/s) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by UPPCL for a period of 2 years from the date of default as notified by UPPCL.

(Name and Signature of the Authorized Signatory)

8.21. APPENDIX-X: Special instructions to Bidder/s for e-Tendering

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidder/s', as given in these Tender Documents. Submission of Online Bid/s is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Uttar Pradesh Power Corporation Limited has decided to use the portal <https://www.bharat-electronictender.com> through ISN Electronic Tender Services Private Limited (referred as ISN ETS). This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender[®]. A portal built using Electronic Tender's software is also referred to as Electronic Tender System[®] (ETS).

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

Instructions

Tender Bidding Methodology:

Sealed Bid System

- *Single Stage Two Envelope*

Auction

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

Broad Outline of Activities from Bidder/s's Perspective:

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on Electronic Tender System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - Query to Uttar Pradesh Power Corporation Limited
 - View response to queries posted by Uttar Pradesh Power Corporation Limited
8. Bid-Submission on ETS
9. Post-TOE Clarification on ETS (Optional)
 - Respond to Uttar Pradesh Power Corporation Limited Post-TOE queries
10. Participate in e-Reverse Auction on ETS

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-III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Note: In specific tenders, typically floated by a Uttar Pradesh Power Corporation Limited/ Auctioneer registered outside India, DCs other than those under the jurisdiction of CCA of India may also be allowed. The Bidder/s is advised to check from the Tender Document and/ or the concerned Uttar Pradesh Power Corporation Limited/ Auctioneer.

Registration

To use the Electronic Tender® 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, and special instruction given in the Tender in this regard. Pay Annual Registration Fee as applicable.

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

Important Note: 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 ‘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.

ISN-ETS/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124 - 4229071, 4229072</i> [Between 9:00 am to 6:00 pm IST on all working days]
E-mail ID	support@isn-ets.com

	[Please mark CC: support@electrictender.com]
--	----------------------------------------------

<i>Uttar Pradesh Power Corporation Limited</i>	<i>Contact Persons Name (Designation)</i> Shri Deepak Raizada, Chief Engineer (PPA) Uttar Pradesh Power Corporation Limited 14, Ashok Marg, Civil Lines, Lucknow, Uttar Pradesh – 226022.
Telephone	0522-2218812/8809/8808 <i>[between 10:30 Hours to 5:30 Hours on working days]</i>
E-mail ID	E-mail Id: ppare@uppcl.org

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:

- Offline Payment of Applicable ETS Bidding Deposit Conditionally Refundable (ETS BD-CR)
Note: It is important for the Bidder/s to ensure that the ETS Service Provider has received the ETS BD-CR. If a bidder fails to do so, he would not be able to participate in the tender.
- .
- Submission of Bid-Parts/ Envelopes
 - *Technical-Part*
 - *Financial-Part*
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum

The bidder shall make sure that the Pass-Phrase to decrypt both Technical and Financial Bids are submitted along with other offline documents before deadline of submission of bid. The Pass-Phrase for both Technical and Financial Bids are required to be submitted in separate sealed envelopes.

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.

Some Bidding related Information for this Tender (e-Reverse Auction)

e-Reverse Auction would be conducted after the opening of the Prequalification/ Financial-Part.

The following would be parameters for e-Reverse Auction:

S#	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Tentative gap of hours/ day after opening of Sealed Bid/s. Will be intimated to the responsive Bidder/s later.
2	Duration of Reverse-Auction Bidding Event	Duration in Minutes: 30 Minutes
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	<i>Within last 08 Minutes</i>
3.2	Automatic extension Time-Duration	<i>08 Minutes</i>
3.2	Maximum number of Auto-Extension	<i>Unlimited Automatic Extension</i>
4	Criteria of Bid-Acceptance	<i>A Bidder/s can go on 'Decreasing' his own bid value without taking into cognizance the Starting Price' or 'Rank-1' bid</i>
5	Entity – Start-Price	L1 of the respective Item of Financial-Part Specified by Uttar Pradesh Power Corporation Limited
6	Minimum Bid-Decrement for AFC	Value in Currency : INR 5,000/MW/Annum

Technically qualified Bidder/s are allowed for **e-Reverse Auction'**. **The successful Bidder/s are selected based on the bucket filling.** As per clause 6.2 & 6.8 of TENDER document.

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 Uttar Pradesh Power Corporation Limited, 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 BIDDER/S

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bid/s'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder/s Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder/s Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your Bid/s well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Last Date and Time of Receipt of Bid/s'). ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS. When a bid-component receipt and validation is successful, it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

6. It is the responsibility of each Bidder/s to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Bidder/s. In the event of a Bidder/s forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the Bidder/s to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

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

Additional DO'S AND DON'TS FOR BIDDER/S Participating in e-Reverse Auction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each Bidder/s to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Uttar Pradesh Power Corporation Limited.
4. During an e-auction, it is recommended that a Bidder/s submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the Bidder/s's end, slow running of computer at Bidder/s's end, nervousness of the Bidder/s in the last few seconds, etc. This could lead to delay in submission of data from the Bidder/s's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Date and Time of Closure of Reverse-Auction', or Forward-Auction, as the case may be). End Users shall be solely responsible for ensuring timely submission of their respective Bid/s such that the Bid/s are successfully received in ETS as stated above. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS. When a bid is successfully 'received and validated', it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

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

Minimum Requirements at Bidder/s's End

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity

Microsoft Internet Explorer 7.0 or above, or Edge with Internet Explorer mode

Digital Certificate(s)

8.22. ANNEXURE-XI: TERMS & CONDITIONS OF REVERSE AUCTION

1. After opening of Financial Bid/s and short-listing of Bidder/s based on the First Round Quoted Tariff and capacity of qualified Project/s, UPPCL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in Tender documents and their subsequent Addenda/ Amendments. Bidder/s, in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.
 - i. Bidder/s shall ensure online submission of their ‘Bid Price’ within the auction period.
 - ii. ETS will provide all necessary training and assistance before commencement of reverse auction to the interested Bidder/s on chargeable basis to be paid directly to ETS.
 - iii. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the Tender document or intimated later on, for compliance.
 - iv. Reverse auction will be conducted on scheduled date & time, as informed to the Bidder/s.
 - v. Bidder/s should acquaint themselves of the ‘Business Rules of Reverse Auction’, which are mentioned below in the Tender document.
 - vi. If the Bidder/s 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 Bidder/s, action shall be initiated by UPPCL.
 - vii. The Bidder/s shall not divulge either his Bid/s or any other exclusive details of UPPCL to any other party.
 - viii. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of Bid/s offered.
2. Bidder/s should also note that:
 - i. Bidder/s may note that, although extension time is ‘10’ minutes, there is a time lag between the actual placing the bid on the local computer of the Bidder/s 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, Bidder/s must avoid the last-minute hosting of the Financial Bid.
 - ii. Participating Bidder/s will agree to non-disclosure of trade information regarding the purchase, identity of UPPCL bid process, bid technology, bid documentation and bid details.
 - iii. It is brought to the attention of the Bidder/s that the bid event will lead to the final price of Bidder/s only.

- iv. Technical and other non-commercial queries (not impacting price) can only be routed to the UPPCL contract personnel indicated in the Tender document.
- v. Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful Bidder/s and UPPCL.
- vi. LOA may be placed outside the e-portal & further processing of the LOA may also be outside the system.
- vii. In case of any problem faced by the Bidder/s during Reverse Auction and for all Bidding process related queries, Bidder/s are advised to contact the persons indicated in Section-8 of the Tender document.
- viii. Bidder/s are advised to visit the auction page login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
- ix. UPPCL 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's end.
- x. Bidder/s 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/s may lose the chance of participation in the auction.
- xi. For access to the Reverse Auction site, the following URL is to be used: <https://www.bharat-electronictender.com>
- xii. No queries shall be entertained while Reverse Auction is in progress.

3. BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in Tender documents and their subsequent Addenda/ Amendments. Bidder/s, in their own interest, are advised to go through the documents in entirety. The Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

- i. The 'Opening Price' of each Bidder/s i.e., start price for RA will be the "First Round Tariff Bid" quoted by the respective Bidder/s in its financial bid for the qualified Project(s).
- ii. Bid Decrement shall be Rs 5,000 per MW per Annum

After completion of the online Reverse Auction, the last quoted price of each Bidder/s shall be available for further processing. If no bid is received in the auction system/ website within the specified time duration of the online RA, then UPPCL may consider the "First Round Tariff" bid received through e-tendering for selection.

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

During the RA any requests for extension of time will not be considered by UPPCL. Bidder/s 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 Bidder/s during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. UPPCL shall not be responsible for such eventualities.

Bidder/s are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/number of Projects being auctioned, auction rules etc.

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

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

Other terms and conditions shall be as per Bidder/s's bid and as per UPPCL Tender documents and other correspondences, if any, till date.

8.23. ANNEXURE-XII: FORMAT FOR SUBMISSION OF CENSENT / OFFER

FORMAT FOR SUBMISSION OF CONSENT/ OFFER

*(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

Uttar Pradesh Power Corporation Limited

14- Ashok Marg, Lucknow

Uttar Pradesh 226001

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

I/We, _____ *(Insert Name of the Bidder)* enclose herewith the
Consent/ Offer from my/ our firm for _____ number of Project(s) for a
cumulative capacity of ____MW in the State of Uttar Pradesh as Bidder for the above
to match the Total Storage Cost of the Bidder from the Stage – 2 List, as per Clause
6.9 of the RfS Document.

I/We, _____ (*Insert Name of the Bidder*) agree to match [] price of Rs.____/MW/Annum (*Insert Price*) of the bidder with ranking ____(*Insert Bidder Ranking as per the Stage – 2 List*).

I/We, _____ (*Insert Name of the Bidder*) agree that I/we am/are planning to establish PSP in the State of Uttar Pradesh for a cumulative capacity as indicated above, and I/we assure that I/we shall not change to a project location outside the State of Uttar Pradesh in later stage. Provided that, I/We agree that in case at any stage I/we change the project location to outside of the State of Uttar Pradesh then UPPCL have all the right to declare this consent/offer, LOA if awarded, and PPA if signed, null and void and UPPCL shall encash the Bid Security/PBG submitted by me/us.

I/We agree that this offer shall remain valid for a period up to the date as on 6 months from the due date of submission and such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20__.

Thanking you,
Yours faithfully,

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

Notes:

1. *There can be only one total storage cost for all the projects applied for. If the Bidder quotes two total storage cost or combination thereof for the Projects, then the bid shall be considered as non- responsive.*
2. *Total storage cost shall match one of the total storage cost as per the list provided at the end of the e-Reverse Auction (ref. Clause 6.9 of the RfS)*
3. *Total storage cost requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Total storage cost should be in Indian Rupee and expressed in INR/MW/Annum only.*