Request for Selection (RfS)

for

Selection of Developers for Setting up of 20 MW of Grid Connected Rooftop Solar PV Projects on Government Buildings at different locations in Tamil Nadu under RESCO Model on Net Feed-In Mechanism through Tariff Based Competitive Bidding

Spec No: CE/NCES/ O.T No 15/25-26

Dated: 27/02/2026

Issued by

Chief Engineer/NCES
Tamil Nadu Green Energy Corporation Limited
NPKRR Maaligai, 10th Floor Western Wing
144, Anna Salai, Chennai-600002.
Contact No. - 9444060167
E-mail: cences@tnebnet.org

DISCLAIMER

Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of TNGECL immediately. If no intimation is received from any bidder within 30 (Thirty) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

TNGECL reserves the right to modify, amend or supplement this document.

This RfS document has been prepared in good faith, and on best endeavor basis. Neither TNGECL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

This RfS is not an agreement and is neither an offer nor an invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the

bidding process.

In case of any discrepancy in the documents uploaded on the websites of TANGEDCO/TNGECL, Tamil Nadu Government tender portal /NIC portal, the documents uploaded on the NIC portal utilized for online bidding will prevail.

Place: Chennai

BID INFORMATION SHEET

e-tender Notice

Spec No: CE/NCES/ O.T No 15/25–26 **Dated:** 27/02/2026

A	**Name of work/ Brief Scope of Work/ Job**	Selection of Developers for Setting up of 20 MW of Grid Connected Rooftop Solar PV Projects on Government Buildings at different locations in Tamil Nadu under RESCO Model on Net Feed–In Basis through Tariff Based Competitive Bidding.
B	**Tender Inviting Authority**	**Tamil Nadu Green Energy Corporation Limited (TNGECL)**
C	**RfS No. & Date**	CE/NCES/ O.T No 15/25–26Dated: 27/02/2026
D	**Participation in the Bid**	Government of Tamil Nadu Tender Portal https://tntenders.gov.in/nicgep/app
E	**Type of Bidding System**	Open tender under two-part system with E-Reverse Auction
F	**Type of RfS / Tender**	E-Tender
G	**Completion / Contract Period**	As mentioned in RfS Document
H	**Bid Security / Earnest Money Deposit**	1. **INR 1,25,000 per MW (One Lakh Twenty-Five Thousand per MW)** to be submitted by way of online Transfer (BG/ e-Bank Guarantee, on the Tamil Nadu Government e-Procurement portal. 2. Micro and Small categories registered in Tamil Nadu under MSME UDYAM are exempted.
I	**Performance Bank Guarantee**	Bidders selected by TNGECL, based on this RfS, shall submit Performance Bank Guarantee (PBG)

		for an amount of INR 10,00,000 per MW within 15 days from the signing of the agreement as per the terms of RfS.
J	**Bidders may send Pre-Bid Queries at cences@tnebnet.org from:**	09.03.2026 @ 10:00 AM
L	**Date of Pre Bid meeting**	11.03.2026 @ 11:30 AM
K	**Last date of Pre-Bid Query Submission**	16.03.2026 @ 05:00 PM
M	**Reply for pre-bid queries to be uploaded in the website**	23.03.2026 @ 05:00 PM
N	**Online bid-submission Start Date**	25.03.2026 @ 02:00 PM
O	**Online bid Submission Closing Date**	07.04.2026 @ 02:00 PM
P	**Techno-commercial bid opening**	08.04.2026 @ 03:00 PM
Q	**E-reverse auction (E-RA)**	Date and time of e-RA shall be intimated through email/ portal to eligible bidders.
R	**Contact details of NIC officials**	8172797544
S	**Details and address of tender inviting**	Chief Engineer/NCES/TNGECL, 10th Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-02. **Email:**cences@tnebnet.org **Phone:** 9444060167

T	**Details of persons to be contacted in case of any assistance required**	**Superintending Engineer/Solar/NCES,** 10th Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-02. **Phone:** 9445448815 **Executive Engineer/Solar Project/NCES** 10th Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-02. **E-mail:** eesolarproj@tnebnet.org
U	**Bank account, GST and PAN details of TNGECL**	**Name of Bank –** Indian Overseas Bank **A/C No. –** 005802000003500 **IFSC Code –** IOBA0000058 **PAN –** AAKCT7634G **GST No –** 33AAKCT7634G1Z6
Note: Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through Tamil Nadu Government Portal (https://tntenders.gov.in/nicgep/app). No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated on Tamil Nadu Government Portal (https://tntenders.gov.in/nicgep/app) and the details will only be available from e-tendering portal of Tamil Nadu Government.		

I. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.

II. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from Tamil Nadu Tenders website **https://tntenders.gov.in/nicgep/app** and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.

III. Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred website.

Tamil Nadu Green Energy Corporation Limited, (TNGECL) reserves the right to reject any or all tenders without assigning any reason thereof. The decision of TNGECL will be final and binding.

Chief Engineer/NCES/TNGECL

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PART – I

INTRODUCTION AND INVITATION FOR BIDS

1) Background and Introduction

1.1 The Government of India has approved the PM Surya Ghar: Muft Bijli Yojana on 29th February 2024 to increase the share of solar rooftop capacity and empower residential households to generate their own electricity. The scheme has an outlay of Rs 75,021 Crore and is to be implemented till 2026-27. Under the scheme, all Government rooftops under the administrative control of Central Government Ministries/Departments, including autonomous bodies, subordinate offices etc., shall be saturated with rooftop solar to the extent that is technically feasible by 31st December 2025. State/UTs shall be encouraged to undertake a similar exercise for Rooftop Solar saturation in their buildings.

1.2 Further Ministry of New and Renewable Energy has issued Operational Guidelines for saturation of Government Buildings with Rooftop Solar under PM-Surya Ghar: Muft Bijli Yojana. MNRE has also outlined the approach of achieving the targets by introducing Guidelines for Saturation of Government Buildings with Rooftop Solar dated 03rd July 2024.

1.3 The Energy Department, Govt of Tamil Nadu has vide G.O (M.S.) No. 7 dated 24th January 2024 accorded approval for restructuring of Tamil Nadu Generation and Distribution Corporation Limited ("TANGEDCO"). Tamil Nadu Green Energy Corporation Limited (TNGECL) has been formed under Companies Act, 2013 during restructuring of TANGEDCO.

1.4 TNGECL has been formed to take over all the clean energy and renewable projects including hydro. TNGECL will be responsible for owning, operating, and expanding hydro, pumped hydro, and other clean energy assets in Tamil Nadu. It will lead decarbonization efforts, pilot emerging green technologies, ensure grid integration and environmental sustainability across all renewable energy initiatives.

1.5 To achieve energy security and for having good optics, it is envisaged to develop solar rooftop projects on large scale by utilizing vacant roofs of Government Buildings in Tamil Nadu. Tamil Nadu Green Energy Corporation Limited (TNGECL)

and Government of Tamil Nadu desire to implement grid connected Rooftop Solar PV Projects on the roofs of Government buildings as a part of their Renewable Energy initiatives.

1.6 These Rooftop systems will be implemented as per provisions in Grid Interactive PV Solar Generating System (GISS) Regulations, 2021 and Generic Tariff Order for Grid Interactive PV Solar Energy Generating System (GISS) Order Nos 8 of 2021 dt 22/10/2021 issued by Tamil Nadu Electricity Regulatory Commission (TNERC) and its amendments thereof.

As per the above order, which is in vogue now, the solar energy Net–Billing or Net Feed–In mechanism will be available to all electricity consumer categories (except hut and agriculture categories) irrespective of tariff and voltage levels up to the level of sanctioned load/contracted demand up to a maximum capacity of 999 kw. If TNERC makes any amendment in GISS regulation 2021 during installation time, the same may be adopted by the Buying Entity/Solar Power Developer. However, for RESCO mode, tariff established through the bidding process and specified in the Letter of Award issued to the RESCO Developers by TNGECL shall remain fixed and unaltered throughout the duration of the agreement.

1.7 TNGECL, invites bids from eligible bidders to participate in Request for Selection (RfS) for Site Survey, Design, Supply, Erection, Testing and Commissioning including Warranty, Operation and Maintenance of Roof Top Solar PV Power Plants for 25 Years in RESCO mode to be implemented on Net Feed–In basis.

1.8 Project Implementation Structure

The following project implementation structure shall be adopted wherein the key stakeholders being – RESCO Developer, Buying Entity, Tamil Nadu Green Energy Corporation Limited (TNGECL) and Tamil Nadu Power Distribution Corporation Limited (TNPDCL) shall enter into 'The Agreement' which is a legally binding document which clearly outlays the roles and responsibilities of the stakeholders

and stipulates the arrangement for Construction and Installation of Rooftop Solar PV Projects, Commissioning, Energy Flow, System Disruption, Metering, Billing, Payment Security Mechanism, Termination, Force Majure and other relevant arrangements.

The key roles outlined of the parties involved are mentioned below –

1. **Buying Entity**

   The Buying Entity shall be the respective Government building, on whose rooftop the RESCO developer will set up the Rooftop Solar PV Project and supply 100% of the generated power to it.

2. **RESCO Developer**

   The RESCO Developer shall be responsible for the design, engineering, supply, civil works, erection, testing, and commissioning of grid-connected Rooftop Solar PV Projects, along with Operation and Maintenance (O&M) for a period of 25 years from the date of commissioning, on the premises of the Buying Entity(ies) under the Build, Own, Operate and Maintain (BOOM) model.

3. **TNGECL**

   a. TNGECL shall act as the Tender Authority for this bid process. In this capacity, TNGECL will be responsible for floating the tender, conducting the bidding process in a fair and transparent manner, evaluating the bids received, and issuing the Letter of Award (LoA) to the selected RESCO Developer in accordance with the applicable Regulations.
   b. TNGECL shall ensure that the designated rooftop premises of the Buying Entity(ies), are made available to the RESCO Developer for the installation of the Rooftop Solar PV projects.
   c. TNGECL shall be responsible for monitoring the timely installation and progress of the rooftop projects.
   d. TNGECL shall depute a technical person(s) from time to time for

inspection, third party verification, and monitoring of Rooftop Solar PV Projects.

4. TNPDCL

TNPDCL, on behalf of the buying entities, shall be responsible for making 100% payment to the RESCO Developer. For ensuring payment security, the arrangement will be Letter of Credit (LC).

The detailed roles and responsibilities of each party have been clearly defined and are outlined in the Agreement.

1.9 In case of multiple buying entities under administrative control of common Head of Department, the Head of Department shall be authorized to execute the Agreement on behalf of buying entities. However, the sale of power generated from the Rooftop Solar PV Project will be made directly to each individual Buying Entity.

1.10 TNGECL shall take the following role of tender process management and project management with the following functions –

i. Preparation of bid documents
ii. Floating Tender
iii. Collection of Bid Security in the account of TNGECL
iv. Evaluation of Techno-commercial bids, Finalization of tender.
v. Issue of LOA to the Successful Bidder
vi. Sign Agreement with the RESCO Developer, Head of Department of Buying Entities and TNPDCL
vii. Supervision of execution of the Rooftop Solar PV Projects i.e., monitoring whether the project is implemented as per the timelines and applicable Regulations.
viii. Monitoring the performance of the Project

1.11 Procedure for Capacity Allocation by TNGECL

This Request for Selection (RfS) invites bids for setting up Rooftop Solar PV Projects with a total Bid Capacity of 20 MW. TNGECL shall identify various Government buildings where Rooftop Solar PV Projects are to be installed. To manage the implementation efficiently, the buildings have been grouped into clusters. After the bidding process, successful bidders will be assigned an Awarded Capacity. This Awarded Capacity is further divided into two parts: *Project Capacity*, which refers to the Rooftop Solar PV Project Capacity installed at each individual Government building (i.e., the premises of the Buying Entity), and *Agreement Capacity*, which is the total of all such Project Capacities under the administrative control of Head of Department.

Illustration of Procedure for Capacity Allocation

Total Bid Capacity - 20 MWp

RESCO Developer 1
Awarded Capacity - 5 MW
No of HoD covering 5 MW - 3

Head Of Department (HoD)	Buying Entity	Buying Entity Capacity in kW
HoD 1	Buying Entity 1	500
	Buying Entity 2	660
	Buying Entity 3	300
	Buying Entity 4	900
	Agreement Capacity	**2360**
HoD 2	Buying Entity 1	200
	Buying Entity 2	300
	Buying Entity 3	220
	Buying Entity 4	400
	Buying Entity 5	200
	Agreement Capacity	**1320**
HoD 5	Buying Entity 1	300
	Buying Entity 2	100
	Buying Entity 3	500
	Buying Entity 4	420
	Agreement Capacity	**1320**
Total Awarded Capacity (Developer)		**5000**

RESCO Developer 2
Awarded Capacity - 8 MW
No of HoD covering 8 MW - 4

Head Of Department (HoD)	Buying Entity	Buying Entity Capacity in kW
HoD 3	Buying Entity 1	500
	Buying Entity 2	660
	Buying Entity 3	300
	Buying Entity 4	450
	Agreement Capacity	**1910**
HoD 6	Buying Entity 1	560
	Buying Entity 2	350
	Buying Entity 3	220
	Buying Entity 4	900
	Buying Entity 5	450
	Agreement Capacity	**2480**
HoD 1	Buying Entity 1	800
	Buying Entity 2	300
	Buying Entity 3	660
	Buying Entity 4	800
	Agreement Capacity	**2560**
HoD 4	Buying Entity 1	250
	Buying Entity 2	300
	Buying Entity 3	300
	Buying Entity 4	200
	Agreement Capacity	**1050**
Total Awarded Capacity (Developer)		**8,000**

RESCO Developer 3
Awarded Capacity -7 MW
No of HoD covering 7 MW - 4

Head Of Department (HoD)	Buying Entity	Buying Entity Capacity in kW
HoD 4	Buying Entity 1	300
	Buying Entity 2	660
	Buying Entity 3	300
	Buying Entity 4	610
	Agreement Capacity	**1870**
HoD 3	Buying Entity 1	400
	Buying Entity 2	500
	Buying Entity 3	250
	Buying Entity 4	600
	Buying Entity 5	350
	Agreement Capacity	**2100**
HoD 5	Buying Entity 1	300
	Buying Entity 2	350
	Buying Entity 3	220
	Buying Entity 4	400
	Agreement Capacity	**1270**
HoD 2	Buying Entity 1	450
	Buying Entity 2	360
	Buying Entity 3	650
	Buying Entity 4	300
	Agreement Capacity	**1760**
Total Awarded Capacity (Developer)		**7,000**

2 Instructions to Bidders

2.1 TNGECL has adopted Open tender under two-part bidding procedure with E-Reverse Auction for selection of Bidders for award of the Project and invites Bids from eligible parties, for the Project electronically from TN tender's website

https://tntenders.gov.in/nicgep/app in accordance with the terms of this RfS. The eligibility and qualifications of the Bidder will be first examined based on the details submitted. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of TNGECL and the Bidder/Developer shall be governed by the RfS Document.

2.2 Interested bidders have to necessarily register themselves on the TNTENDERS portal to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact NIC authorities to complete the registration formalities. Contact details of NIC officials are mentioned on the Bid Information Sheet. All required documents and formalities for registering on the TNTENDERS portal are available on the website.

2.3 For the implementation of above-mentioned work, Bidders should submit their bid proposal online, complete in all aspects, on or before Last date of Bid Submission as mentioned on the Bid Information Sheet in the https://tntenders.gov.in/nicgep/app. For proper uploading of the bids on the TNTENDERS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting NIC officials, as and when required, for which contact details are also mentioned on the Bid Information Sheet. TNGECL in no case shall be responsible for any issues related to timely or proper uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.4 Bidders shall submit their bid proposal complete in all aspects on or before last date and time of Bid submission as mentioned on TN Tender's website https://tntenders.gov.in/nicgep/app and as indicated in the Bid Information Sheet.

2.5 Bidder shall submit bid proposal along with Bid Security, complete in all respects, as per the Bid Information Sheet. Bid proposals received without the prescribed

Bid Security/EMD will be rejected. In the event of any date indicated in the Bid Information Sheet is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

2.6 Bid Security shall be furnished along with the response to RfS as per Clause 2 of Part – III (Standard Conditions of Contract) mentioned in the RfS document. Bid Security to be submitted in the form of Online Transfer through TNTENDERS portal or in the form of BG and submitted on or before the due date of Techno - Commercial bid opening.

2.7 PBG shall be furnished by successful bidder as per Clause 4 of Part – III (Standard Conditions of Contract) within the stipulated timelines.

2.8 RfS documents which include Eligibility Criteria, various Conditions of Contract, and Formats etc. can be downloaded from https://tntenders.gov.in/nicgep/app. For participation, the bid is to be uploaded on Government of Tamil Nadu portal https://tntenders.gov.in/nicgep/app. It is mandatory to download official copy of the RfS Document from the above portals only, to participate in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on https://tntenders.gov.in/nicgep/app website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned website.

2.9 TNGECL shall conduct E-Reverse auction (E-RA) as per provisions of RfS documents. A Single Stage Two Envelope Bidding Procedure will be adopted followed by e - Reverse Auction and will proceed as detailed in the RfS Documents.

2.10 Techno-Commercial bids will be opened as per the Bid Information Sheet online in the presence of authorized representatives of bidders who wish to be present online.

2.11 TNGECL has issued this RfS in the capacity of "Implementing Agency". TNGECL may develop a suitable monitoring mechanism, to analyze the performance of the Project and carry out random checks to verify compliance with quality standards.

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

2.13 Interpretations

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

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

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

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

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

PART II

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

1.1 Under this RfS, the RESCO Developer shall be required to set up Rooftop Solar PV Projects, with the primary objective of supplying solar power to Government Buildings on which the Rooftop Solar PV Project will be installed, as per the provisions of the RfS and Agreement.

1.2 The project shall be under RESCO Mode as defined in the RfS document. The Scope of the Work would essentially cover, but not limited to, Site Survey of Rooftops, Site Visit, Solar Potential Assessment, Finalization of Feasibility Report for Identified Locations, Design, Engineering, Supply, Storage, Civil work, Erection, Testing, Commissioning, ensuring Net Feed–In as per the TNERC GISS Regulation 2021 and its amendments thereof, quality control of the grid connected Rooftop Solar PV Project.

1.3 The RESCO Developer shall complete the site visit, rooftop survey, solar potential assessment, and finalize the feasibility report for the identified locations within 30 days from the date of issuance of the Letter of Award (LoA) by TNGECL. Subsequently, the Agreement between the RESCO Developer, TNPDCL, Heads of Departments of the Buying Entities, and TNGECL shall be executed in the prescribed format which shall be uploaded separately on Tamil Nadu Government Portal **https://tntenders.gov.in/nicgep/app**.

1.4 The Developer shall be responsible for Operation and Maintenance of the Project for the operational period of 25 years maintaining the performance parameters as per relevant clauses of this RfS and Agreement. The Developer shall be responsible for all the required activities for successful O&M during the entire term of Agreement.

1.5 The RESCO Developer shall be responsible for obtaining all necessary Government Approvals, Consents required under applicable regulations, building codes and approvals needed as per TNERC Grid Interactive PV Solar Energy Generating System (GISS) Regulations, 2021 and amendments thereof.

1.6 The RESCO Developer shall abide any other applicable regulations relating to installation and operation of the Project and generation and supply of solar power from the Rooftop Solar PV Project to Buying Entity and maintain the same in full force and effect.

1.7 The RESCO Developer will take comprehensive insurance cover for the Rooftop Solar PV Projects and its associated machinery during the installation phase as well as Operation and Maintenance period for any kind of theft/pilferage/damage etc.

2. Total Bid Capacity

2.1 The Total Bid Capacity envisaged for Government Buildings is 20 MW which will be carried out through e-bidding.

3. Quantum of Capacity per Bidder

3.1 A Bidder can submit single bid offering a minimum cumulative quantum of 4 MW and to a maximum cumulative quantum of 20 MW i.e. 100% of the total capacity.

3.2 Multiple bids from the same company including its Parent/ Ultimate Parent/ Affiliates shall make all the bids submitted by the company invalid.

4. Project Location

4.1 The entire responsibility of identifying the Government Buildings lies with the TNGECL.

4.2 TNGECL shall identify Government Buildings for the project across four districts: Chennai, Chengalpattu, Kanchipuram, and Tiruvallur. A detailed list of Government Buildings will be provided once the bidding process concludes, and the successful bidders have been chosen.

4.3 The rooftop area for installation of Rooftop Solar PV Plant will be ensured.

4.4 At the time of issuing the Letter of Award (LoA), TNGECL will furnish the tentative list of Government Buildings to RESCO Developer for the Awarded Capacity.

5. PERFORMANCE CRITERIA: CAPACITY UTILIZATION FACTOR (CUF)

5.1 The RESCO Developer shall maintain an Average CUF (as defined in the Agreement) of 17% for the Solar PV Power Projects for every Operational Year. It shall be the responsibility of the RESCO Developer, entirely at his cost and expense to install such number of Solar panels and associated equipment as may be necessary to achieve the required CUF, and for this purpose the RESCO Developer shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. The RESCO Developer shall maintain generation so as to achieve Average CUF till the end of the operational period of 25 years. If the above-mentioned condition is not fulfilled the penalty for the same shall be as per Clause 5.5 of the draft Agreement.

6. EVACUATION OF POWER

6.1 RESCO Developer is responsible for making necessary arrangements for evacuation of power from Rooftop Solar PV Projects to the Government Buildings (Buying Entities) up to the Delivery Point as per the Agreement.

7. COMMISSIONING OF THE PROJECT

7.1 The Commissioning of the Awarded Capacity shall be carried out by the RESCO Developer in line with the procedure as per the Agreement.

7.2 The Scheduled Commercial Operation Date (SCOD), i.e. the deadline for commissioning the full Awarded capacity, shall be the One Hundred and Eighty (180) days from the Effective Date of the Agreement.

7.3 The maximum time period allowed for commissioning of the full Awarded Capacity with applicable damages, shall be limited to the date as on Ninety Days (90) days from the SCOD or the extended SCOD (if applicable).

7.4 In case of delay in commissioning of the Awarded Capacity beyond the SCOD until the date as per Clause 7.3 above, as part of the damages, the total PBG amount for the

Awarded Capacity shall be encashed on per-day-basis as mentioned in Article 6.2.1.5 of the Agreement.

7.5 In case Commissioning of the Project is delayed beyond the date as per Clause 7.3 above, the Agreement will stand terminated and the entire PBG shall be encashed.

7.6 Part Commissioning of the Awarded Capacity shall be permitted only if at least Sixty Percent (60%) of “A ded Capacity” has been successfully commissioned.

PART - III

STANDARD CONDITIONS OF CONTRACT

1) Obtaining RfS Document

1.1 Interested bidders have to download the official copy of RfS & other documents from Tamil Nadu tender portal https://tntenders.gov.in/nicgep/app only. Uploading of the relevant documents shall be only through https://tntenders.gov.in/nicgep/app portal only and price bid should be submitted through online mode only through the above portal. Physical form of price bid will lead to summary rejection of the bid.

2) BID SECURITY

2.1 The Bidder shall furnish Bid Security in the form of Bank Guarantee (BG) valid for a period of 180 days from the date of tender opening. The validity of the Bank Guarantee may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bank Guarantee towards EMD has to be issued in the name of the Bidding Company.

2.2 The applicable Bid Security shall be as follows:

Bidder shall submit INR 1,25,000 per MW (One Lakh Twenty-Five Thousand per MW) as bid security.

2.3 No relaxation of any kind on Bid Security shall be given to any bidder except for Micro and Small categories under MSME located in the Tamil Nadu state registered under UDYAM portal for the tendered item.

MSME units having provisional registration Certificate are not eligible for exemption, from payment of EMD.

The G.O. Ms.No.199 (27.06.2022) notification may be adhered to by the tenderers and TNGECL will adopt the guidelines issued therein during the evaluation of bids submitted by the tenderers.

The MSME units with Micro and Small category within Tamil Nadu who have registered under UDYAM Portal for the tendered item shall upload attested Photocopy of UDYAM Registration certificate as a proof of eligibility for exemption from payment of EMD.

The bidders who are exempted from payment of EMD either against MSME status shall upload an undertaking in lieu of EMD in a non-judicial stamp paper of value not less than Rs.500/-, as prescribed in the format enclosed as Format

7.3 D, failing which offer will be rejected.

2.4 The Bank Guarantee in lieu of Bid Security shall be submitted by the Bidder along with their bid as per the Clause of this RfS, failing which the bid shall be summarily rejected. The Bank Guarantees towards Bid Security have to be issued in the name of the Bidding Company. In the event of encashment of Bid Security, the encashed amount shall include all applicable taxes.

2.5 The Bid Security will be forfeited, in case the RESCO Developer refuses to execute the Agreement within the stipulated time period and the Bid Security will be encashed by the TNGECL.

2.6 The lien on the Bid Security of Unsuccessful Bidders will be removed by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 60 (sixty) days from the issuance of LoA.

2.7 Successful Bidder's Bid Security will be returned, without any interest, upon the Selected Bidder furnishing the Performance Bank Guarantee in accordance with Clause 4 of Part III (Standard Conditions of Contract) of this RfS.

3) Forfeiture of EMD:

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

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

ii. In case, TNGECL offers to execute the Agreement with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per the RfS document or does not execute the Agreement within the stipulated time period;

iii. If after issuance of LoA, it is found that the documents furnished by the Bidder

as part of response to RfS are misleading or misrepresented in any way;

iv. If the selected Bidder fails to furnish required PBG in accordance with Clause 4 Part III (Standard Conditions of Contract) of the RfS.

v. The Bank Guarantee furnished in lieu of Bid Security shall be refunded/returned to the unsuccessful bidders after finalization of the tender.

Bids submitted without Bid Security (including partial submission) except for bidders falling in the category of Micro and Small under UDYAM Registration, will be summarily rejected by TNGECL.

4) PERFORMANCE BANK GUARANTEE (PBG)

4.1 The Bidders selected by TNGECL based on this RfS shall submit Performance Bank Guarantee in the form of an unconditional and irrevocable Bank Guarantee within 15 days from the date of signing of the Agreement to TNGECL in accordance with the Format 7.3B of this RfS Document. The formula applicable to calculate the PBG amount will be: **PBG amount = INR 10,00,000/MW**

4.2 The Performance Guarantee shall be initially valid for a period of twelve (12) months from SCOD (Schedule Commercial Operation Date).

4.3 TNGECL has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee with the clear position intimated to the Bidder that the PBG shall be encashable for being appropriated by TNGECL in terms of the guarantee.

4.4 The Developer shall furnish the PBG from any of the Nationalized/ Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

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

4.6 All expenditure towards execution of PBG such as stamp duty etc. shall be borne by the RESCO Developer. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing bank through SFMS to TNGECL and confirmation in this regard is to be received by TNGECL respectively.

4.7 Upon receipt and after successful verification of the PBG, the Bid Security shall be returned by TNGECL to the RESCO Developer. The failure on the part of the Developer to furnish and maintain the Performance Bank Guarantee as per Clause 2 of the Agreement shall be a material breach on part of the RESCO Developer.

4.8 The PBG shall be returned to the RESCO Developer within One Hundred and Eighty (180) days from the successful Commercial Operation Date (COD) of the Awarded Capacity, after accounting for any damages due to delays in commissioning.

5) Agreement between the Parties

5.1 A copy of Agreement to be executed between Tamil Nadu Green Energy Corporation Limited (TNGECL), Successful Bidder (RESCO Developer), Head of Departments of Buying Entities (HoD) and Tamil Nadu Power Distribution Company Limited (TNPDCL) as provided by TNGECL along with RfS.

5.2 The Agreement must be signed within 35 days from the date of issuance of the Letter of Award. However, the deadline for signing the Agreement may be extended by an additional 15 days beyond the initial 35-day period (totalling 50 days) only if the RESCO Developer causes a delay in the Site Visit, Site Survey of Rooftops, Solar Potential Assessment, or Finalization of the Feasibility Report.

In the event that TNGECL and/or the Buying Entity fails to fulfil any or all of the Conditions Precedent within the stipulated timeframe, and such failure is not

attributable to the RESCO Developer or caused by Force Majeure event, the Effective Date shall be deemed to be extended by a period equivalent to the number of days of such delay solely attributable to TNGECL and/or the Buying Entity.

5.3 Before signing the Agreement between the parties mentioned in Article 5.1, TNGECL shall verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Bidder along with a copy of complete documentary evidence supported with the original documents.

5.4 While verifying the documents furnished by the Bidders at the time of submission of response, RESCO Developer will have to submit the additional required documents to TNGECL within 15 days from the issue of LoA as per the RfS. In case of delay in submission of documents beyond the period as mentioned above, TNGECL shall not be liable for delay in verification of documents and subsequent delay in signing of Agreement. The Effective Date of the Agreement shall be the date of signing of the Award Agreement.

6) Payment Security Mechanism (PSM)

The Payment Security shall be provided in the form of Revolving Letter of Credit (LC) as per Article 11.8.1 of the Agreement.

7) Modification in Controlling Shareholdings

7.1 The Bidder shall provide complete information in their bid in reference to RfS about the Owners or Promoters or Proprietor and their shareholding in the Bidding Entity indicating the controlling shareholding before signing of Agreement with TNGECL.

7.2 No change in the controlling shareholding of the Bidding Company shall be permitted from the date of submission of response to RfS till the execution of the Agreement. However, in case the Rooftop Solar PV Project is being set up by a Company listed on NSE/BSE, this condition will not be applicable.

7.3 The following shall not be considered as change in shareholding as mentioned above:

i. Infusion of fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.

ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.

iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of agreement with TNGECL), insolvency, insanity of existing shareholders.

iv. Transfer of shares within the members of Promoter Group.

v. Transfer of shares to Investor Education and Provident Fund (IEPF).

vi. Issue of Bonus Shares.

7.4 In case of Project being executed through SPVs: The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/Project Company executing the Agreement, shall not fall below 51% at any time prior to 03 (Three) years from the Commissioning of entire capacity, except with the prior approval of TNGECL. Any change in the shareholding after the expiry of 3 years after COD can be undertaken under intimation to TNGECL.

7.5 In case of the Developer itself executing the Agreement, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint the majority Directors), till 3 (three) year after the COD. However, in case the Project is being set up by a Company listed on NSE/BSE, this condition will not be applicable. Any change in the shareholding after the expiry of 3 years after COD can be undertaken under intimation to TNGECL.

7.6 In case of companies having multiple promoters (with none holding at least 51% of the voting rights or paid-up share capital), the Company shall be considered to be under joint control. In such cases, the shareholding pattern submitted at the time of bidding may be changed, subject to the condition that the existing promoters collectively retain at least fifty-one percent (51%) of the paid-up share capital and

voting rights of the Company for a period of one (1) year from the SCOD. Any change in the shareholding after the expiry of 1 year after SCOD can be undertaken under intimation to TNGECL.

7.7 In the event of Change in Shareholding in Clause 7.4, 7.5 and 7.7 above/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh Award Agreement with a new entity, an amount of INR 10 Lakh plus 18% GST as Facilitation Fee (non-refundable) shall be deposited by the Developer to TNGECL.

7.8 In case, the financial eligibility and qualification is attained through financials of Parent Company or Affiliate, then the shareholding pattern of the Parent Company or Affiliate shall not change till the achievement of Financial Closure and modifications in the shareholding pattern of the bidding entity shall be subject to Clause 7.4, 7.5 and 7.6 above.

8) Structuring of the bid selection process

8.1. Single stage, double envelope bidding has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together, in response to this RfS, online. The preparation of the bid proposal has to be described in the manner in the RfS. The Techno-Commercial Bid shall not contain any price bid information. If any price bid is included in the Techno-Commercial Bid, the bid shall be rejected as non-responsive.

9) Instructions to bidders for structuring of bid proposals in response to RfS

9.1. The bidder including its Parent, Affiliate or Ultimate Parent shall submit a single response to RfS. Detailed instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – B and Annexure – C.

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

1. Covering Letter as per **Format 7.1**
2. General Particulars of Bidders as per **Format 7.2**

3. Submission of Power of Attorney as per **Format 7.3A.**

4. Format for Performance Bank Guarantee as per **Format 7.3B**

5. Format for Bank Guarantee towards EMD as per **Format 7.3C**

6. Format for draft undertaking in Lieu of Payment of EMD to be furnished as per **Format 7.3D**

7. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

    a. Board Resolution from the Bidding Company, in favor of the person signing the response to RfS and in the event of selection of the Projects, and to sign the agreement with TNGECL.

    b. Board Resolution from the Bidding Company committing 100% (one hundred percent) of the equity requirement for the Project and;

8. Format for Financial Requirements as per **Format 7.5** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

9. A disclosure statement as per **Format 7.6** regarding participation of any related companies in the bidding process.

10. Bidder shall ensure that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted within 3 months before SCOD.

11. Undertaking regarding no willful default and no major litigation pending as per **Format 7.8**

12. **Attachments**

    a. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision

which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power Plant development.

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

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

d. Certificate of Incorporation of Bidding Company/if a Limited Liability Partnership, then a copy of its LLP Agreement. In case of AIF, registration certificate issued by SEBI would be required.

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

f. Certified copies of annual audited accounts for the last financial year, i.e. FY 2024-25, or provisional audited accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of

Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

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

h. Certificate from Chartered Accountants/ Appropriate Authority, certifying the Net worth of the Bidder as on 31st March 2025.

10. Submission of Bid

10.1 No documents will be accepted through Offline mode except Bank Guarantee which has to be submitted prior to the opening of Techno-Commercial Bid.

10.2 All documents of the response to RfS submitted online must be digitally signed and uploaded on the TNTENDERS bidding portal. Response to RfS shall contain the following:

(i) **Technical Bid (First Envelope)**

The Bidder shall upload a single technical bid containing scanned copies of the documents duly signed and stamped on each page by the authorized signatory.

(ii) **Financial Bid (Second Envelope)**

Only a single levelized tariff (INR/kWh)) for total capacity applied for, shall have to be filled online in the Electronic Form provided at the TNTENDERS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

11. Non-Responsive Bid

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

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

i. Any indication of tariff in any part of response to the RfS, other than in the financial bid.

ii. Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

iii. Non-submission or partial submission of Bid Security in acceptable form along with response to RfS.

11.3 Non-submission of Bid Security/Earnest Money Deposit (EMD) Bank Guarantee of requisite value or of requisite validity along with RfS document.

11.4 Response to RfS not received by the due date and time of bid submission;

11.5 Submission of both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.

11.6 Non-submission of the original documents mentioned in Instructions to Bidders (ITB) of RfS by due date and time of bid submission;

11.7 In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

11.8 Bids considered as "non-responsive" shall be summarily rejected.

12. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

12.1 Wherever information has been sought in specified formats, the Bidders shall fill in

the details as per the prescribed formats and shall refrain from any deviations and refer to any other document for providing any information required in the prescribed format.

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

12.3 Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS. If the event specified in the above paragraph is discovered after the Effective Date of agreement, consequences specified in agreement shall apply.

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

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

12.6 All the information should be submitted in English language only. Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

12.7 Responses to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by TNGECL.

12.8 Response to RfS not submitted in the specified formats will be liable for rejection by TNGECL. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

12.9 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of TNGECL

of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

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

13. VALIDITY OF THE RESPONSE TO RfS

13.1 The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the due date of opening ("Bid Validity"). TNGECL shall summarily reject any response to RfS which does not meet the aforementioned validity requirement.

14. BID PREPARATION COST

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

15. CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

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

a. A compiled list of clarifications and TNGECL's responses will be uploaded on the website of for information of all concerned in Tamil Nadu Tenders website (https://tntenders.gov.in/nicgep/app). All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere. Enquiries/clarifications may be sought by the Bidder from**:**

Chief Engineer/NCES,

Tamil Nadu Green Energy Corporation Limited,

Telephone: 9444060167

www.tangedco.org

b. TNGECL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questions and TNGECL's response will be uploaded on TN Tender website. If necessary, amendments, clarifications, and elaborations shall be issued by TNGECL which will be notified on TNTENDERS portal. No separate reply/ intimation will be given for the above, elsewhere.

c. A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later).

d. Enquiries/ Clarifications may be sought by the Bidder by sending e-mail/hard copy of letter to CE/NCES/TNGECL as per the details contained in the Bid Information Sheet.

e. TNGECL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfS and make its own judgment regarding the interpretation of the same. In this regard TNGECL shall have no liability towards any Bidder and no Bidder shall have any recourse to TNGECL with respect to the selection process. TNGECL shall evaluate the Bids using the evaluation process specified in Bid, at its sole discretion. TNGECL's decision in this regard shall be final and binding on the Bidders.

16. RIGHT OF TNGECL TO REJECT A BID

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

17. POST AWARD COMPLIANCES

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

17.2 Any checklist shared with the Developer by TNGECL for compliance with the above – mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and agreement must be submitted timely by the Developer.

PART - IV

QUALIFICATION REQUIREMENTS

FOR BIDDERS

1. GENERAL ELIGIBILITY CRITERIA

1.1 Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable):

1.2 The Bidder must fall under either of the following categories:

i) LLP under the Limited Liability Partnership Act, 2008.

ii) Company under the Companies Act, 2013.

iii) Foreign Company under the respective nation's laws.

iv) Alternative Investment Funds (AIF) as registered under SEBI. "AIF" shall be as defined by SEBI.

The above would be subject to the relevant Acts, Rules, Guidelines, Orders and Policy documents of the Government of India as amended from time to time.

1.3 In case of Foreign Company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of Agreement. 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.

1.4 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e., a Project Company especially incorporated/acquired as a subsidiary Company of the successful Bidder for setting up of the Project, with more than 50% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Agreement.

1.5 In case the bidder is a Limited Liability Partnership (LLP), it may, at its option, form an appropriate Special Purpose Vehicle ("SPV") incorporated under the Companies Act, 2013 or the Limited Liability Partnership Act, 2008, for executing the Agreement and undertaking the responsibilities of the Selected Bidder; and, if such

SPV is formed, the Selected Bidder shall submit copies of all incorporation documents including, inter alia, the certificate of incorporation, Memorandum and Articles of Association, share subscription and shareholders' agreements (if any), or the registered Limited Liability Partnership agreement/deed, as applicable.

1.6 The Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect, as per Format 7.6 of the RfS.

2. Financial Eligibility Criteria

2.1 Net-Worth

a. The Net-Worth of the Bidder (cumulative net-worth of the Bidder/AIF) for the financial year ended on the last day of the previous financial year or at least seven days before the bid submission deadline shall be positive. In the case of foreign companies, the applicable financial year shall be as per the applicable laws of the country of Incorporation.

b. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

2.2 Bidders shall have to furnish a Certificate from a practicing and certified Chartered Accountant, certifying the Net worth as on the last day of the previous financial year or at least seven days before the bid submission deadline. For avoidance of doubt,

in case Bidder is a Company then "net worth" shall be as defined in 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.* The determination of Net Worth shall be based on the audited annual accounts by deducting the aggregate value of all the liabilities from the aggregate value of all the assets. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company, together with the net-worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS document.

2.3 The net-worth/value of Assets Under Management (AUM) to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF . Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In such case, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

2.4 For the purpose of this RfS, where the bidder is a LLP, the net-worth shall be computed in accordance with the Companies Act 2013.

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

2.6 In case of any currency for which RBI reference rate is not available, Bidders shall

convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in paragraph above refer ring to foreign companies/bidders.

3. Liquidity Criteria

3.1 In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the bided capacity, the Bidder shall be required to demonstrate the below criteria.

3.2 The bidder shall have an average of annual turnover over the last three years from the previous financial year or at least seven days before the bid submission deadline of INR 1,00,00,000/ MW (One Crore per MW). It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

3.3 Except for AIF's, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clause 3.1 and 3.2 of Part IV (Qualification requirements for Bidders) above subject to Clause 3.7.

3.4 A Company would be required to submit annual audited accounts for the previous three financial years, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

In case Final Audited Annual Accounts for the last financial year are not available, then TNGECL shall accept the Provisional Accounts, which are duly certified by a practicing Chartered Accountant of India and at least two directors or one director and the company secretary. Provided that an undertaking is signed by at least two

directors, or one director, and the company secretary is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

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

3.6 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 3.5 above.

3.7 In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in up to COD of the Project.

3.8 The UDIN should be mentioned in the chartered account certificate and audited

statement of annual accounts to be uploaded as documentary evidence to comply the financial criteria.

THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE BID QUALIFICATION REQUIREMENTS WILL BE SUMMARILY REJECTED.

PART - V

BID EVALUATION AND SELECTION OF DEVELOPER

1. BID EVALUATION

1.1 Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section. The tender will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.

1.2 The evaluation process comprises the following four steps:

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

2. First Envelope (Technical Bid) Evaluation

2.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by TNGECL whose required documents as mentioned at Clause 9 of Part III (Standard Conditions of Contract) of this RfS are received by TNGECL through online platform on Tamil Nadu Tenders website (https://tntenders.gov.in/nicgep/app in complete form on or before the due date and time of bid submission. In case of the above deadline being a holiday, the bids will be opened on the next working day.

2.2 Subject to Part III (Standard Conditions of Contract) of this RfS, TNGECL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in Part IV (QRB) of this RfS. During the examination of the bids, TNGECL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by TNGECL within 07 (Seven) days from

the date of such intimation from TNGECL. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the Email–Id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email–ID of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. TNGECL shall not be responsible for the rejection of any bid on account of the above.

2.3 The Bid submitted by the Bidder shall be scrutinized to establish "Techno-Commercial eligibility" as per Part IV – Qualifying requirements for bidders of this RfS.

2.4 Each Bidder's Bid shall be checked for compliance with the submission requirements set forth in this RfP.

3. Financial Bid Evaluation

3.1 Second Envelope (containing the first round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

3.2 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "Tariff", quoted by the Bidder in the Electronic Form of Financial Bid. The 'Tariff' shall be quoted in Rs/kWh for the entire term of the agreement. The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored.

3.3 Based on the first round Tariff quoted by the bidders, TNGECL shall arrange the bids in the ascending order i.e., L1, L2, L3, etc. (L1 being the lowest quote). These Bidders shall be eligible for the reverse auction round.

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

3.5 All Bidders with same tariff shall be eligible for reverse auction round.

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

4. E-Reverse Auction

4.1 The reverse auction shall be conducted through https://tntenders.gov.in/nicgep/app portal on the day as intimated by TNGECL to the eligible bidders.

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

4.3 Shortlisted bidders for Reverse Auction will be able to login into the TNTENDERS Portal website of reverse auction 15 minutes before the start time of reverse auction.

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

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

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

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

   a. The initial start price and there after last quoted tariff.
   b. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and total capacity offered by the Developer.

4.4 The initial auction period will be 04 (four) hours with a provision of auto extension by 10 (ten) minutes from the scheduled/ extended closing time.

5. Selection Of Successful Bidder

5.1 The Ranking of the bidders will start from the Bidder quoting the lowest Tariff after the reverse auction. Bidder quoting the lowest Fixed Tariff for 25 years shall be declared as the Successful Bidder.

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

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

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

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

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

5.5 In all cases, TNGECL decision regarding selection of Bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

5.6 Allocation of roofs will be based on the bucket filling methodology; however preference will be given to L1 bidder.

6. Letter of Award

6.1 At the end of the selection process, a Letter of Award (LoA) will be issued to the Successful Bidder for the Project.

6.2 There shall be no negotiation on the Quoted Fixed Tariff between TNGECL and Bidder during the process of evaluation.

6.3 The successful Bidder shall unconditionally accept the LoA, and record on one (1) copy of the LoA, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to TNGECL within seven (7) days of issue of LoA.

6.4 TNGECL reserves the right to annul the bid process without any financial implications to any of the parties concerned.

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

PART - VI

GENERAL CONDITIONS OF CONTRACT

1. The “RESCO Developer” shall mean (successful bidder) i.e. the Eligible Bidder(s) who quoted the L1 Tariff for bid pursuant to this RFP for implementation of Projects as per the terms and condition of the RFP Documents or the Eligible Bidder(s) other than Bidder with L1 Tariff who participated in reverse auction process and to whom LoA has been awarded.

2. The fixed tariff quoted is on lumpsum turnkey basis and the successful bidder is responsible for the total Scope of work described at Clause 1 of Part II (Special Conditions of Contract) above. The fixed tariff shall remain firm and fixed and shall be binding on the Successful Bidder till 25 years until the agreement terminates irrespective of the successful bidder’s actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever. Fixed tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firms shall be complete in all respect and no price variation /adjustment shall be payable by TNGECL.

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

4. **Technical Specifications –**

4.1 General

4.1.1 The technical specifications, compliance with standards and codes, quality norms and workmanship of the goods and services to be delivered under this RfP shall not under any circumstances be less than the specifications and standards issued by the Ministry of New and Renewable Energy under the scheme for GCRTS.

4.2 Data acquisition system / plant monitoring

4.2.1 A data acquisition system shall be provided for each of the GCRTS systems.

4.2.2 A data logging provision to be given for plant control and monitoring, time and date stamped system data logs for analysis with a high quality, suitable computer. Metering and instrumentation for display of system parameters and status indication to be provided.

4.2.3 **Solar Irradiance:** a pyranometer / solar cell based irradiation sensor (along with calibration certificate) to be provided, with the sensor mounted in the plane of the array. Read-out to be integrated with data logging system.

4.2.4 **Temperature:** Temperature probes for recording the solar PV module back surface and ambient temperature to be provided complete with readouts integrated with the data logging system.

4.2.5 The following parameters are accessible via the operating interface display in real time separately for solar power plant:

a) AC Voltage.

b) AC Output current.

c) Output Power

d) Power factor.

e) DC Input Voltage.

f) DC Input Current.

g) Solar irradiance

h) Ambient & solar PV module back surface temperature

i) Time active.

j) Time disabled.

k) Time Idle.

l) Power produced

m) Protective function limits (e.g.: AC over-voltage, AC under-voltage, over frequency, under-frequency)

4.2.6 Computerized DC string/ array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.

4.2.7 String and array DC voltage, current and power, inverter AC output voltage and current (all 3 phases and lines), AC power (active, reactive and apparent), power factor and AC energy (all 3 phases and cumulative) shall be monitored.

4.2.8 Computerized AC energy monitoring shall be in addition to the Solar Energy Generation Meter.

4.2.9 The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.

4.2.10 All instantaneous data shall be shown on the computer screen.

4.2.11 Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.

4.2.12 Provision for instantaneous internet monitoring and download of historical data shall be also incorporated.

4.2.13 Remote server and software for centralized internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and temperature monitoring

system.

4.2.14 Ambient and solar PV module back surface temperature shall be also monitored on continuous basis.

4.2.15 Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.

4.2.16 Remote monitoring and data acquisition through remote monitoring system software at the owner / TNGECL location with latest software/hardware configuration and service connectivity for online / real time data monitoring / control complete to be supplied and operation and maintenance / control to be ensured by the Bidder.

4.2.17 The Bidders shall be obligated to push real-time plant monitoring data at specified intervals (e.g. 15 minute) through open protocol at receiver location (cloud server) in XML/JSON format, preferably. Suitable provision in this regard will be intimated to the Bidders.

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

6. **Submission of Project Completion Report (PCR) –** The bidder shall submit the Project Completion Report (both in editable soft copy and signed hard copy) after commissioning of the project as per the Scope of RFS to TNGECL as per the Annexure E.

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

8. The Contract shall be interpreted in accordance with the laws of the Government of India and Government of Tamil Nadu as applicable.

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

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

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

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

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

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

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

PART – VII

DEFINITIONS & ABBREVIATIONS

1. Definitions and Abbreviations

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

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

"Affiliate" shall mean a bidder or Bidding entity that directly or indirectly,

a. controls or

b. is controlled by or

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

"Appropriate Commission" shall mean as defined in the TNERC;

"Agreement" shall mean this agreement executed hereof, including the schedules, amendments, modification and supplements made in writing by the parties from time to time;

"Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including statutes, rules, regulations, directions, bye-laws, notifications, ordinances and judgments having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.

"Applicable Tariff" means the Tariff discovered through bidding process conducted by TNGECL on the energy generated through Rooftop Solar PV Project, in accordance with Article 10 of the Agreement, fixed for the entire term of this Agreement, with effect from the COD of the Awarded Capacity.

"Approvals" means the permits, clearances, licenses and consents and any other

statutory approvals required for execution of the Rooftop Solar PV Projects.

"Awarded Capacity" shall mean the cumulative capacity of Rooftop Solar PV Project Capacities, measured in kilowatts (kWp) or megawatts (MW), formally allocated to the RESCO Developer by TNGECL pursuant to the terms and conditions specified in the Request for Selection (RfS) document.

"Agreement Capacity" shall mean the aggregate installed capacity of the Rooftop Solar PV Projects allocated to the RESCO Developer pursuant to this Agreement, as detailed in Annexure 2 and Annexure 3 of the Agreement. Such capacity is to be installed across the Premises of the respective Buying Entity(ies), all of which fall under the administrative purview and authority of the Head of Department.

"Average Capacity Utilization Factor" or "Average CUF" shall mean the ratio of the actual output of the Awarded Capacity over a specific period to the maximum possible output of the Awarded Capacity during the same period, expressed as a percentage. It shall be calculated using the following formula:
In an Operational Year,
Average CUF (%) = (Sum of actual Energy Generated in kWh from the Rooftop Solar PV Project of all the Buying Entity(ies) defined in Annexure 2 and Annexure 3 during the period) ÷ (Awarded Capacity in MW × 8760) × 100.

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

"BIDDER or BIDDING ENTITY" shall mean Bidding Company submitting the bid. Any reference to Bidder includes Bidding Company as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

“CAPACITY UTILIZATION FACTOR (CUF)” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2024 as amended from time to time. However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Project Capacity;

In any Operational Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, CUF= (X MWh/ (Y MW*8760)) X 100;

“CHARTERED ACCOUNTANT” for bidders or its Parent, Affiliate or Ultimate Parent, shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949; For bidders or its Parent, Affiliate or Ultimate Parent incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated / 11 registered under the corresponding Statutes/laws of the respective country.

“Commercial Operation Date or COD” shall mean the date on which the Awarded Capacity is fully commissioned, as certified by TNPDCL, and available for commercial operation.

“COMPANY” shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 or the LLP Act 2008 as applicable

“CONTROL” shall mean holding not less than 51% of voting rights or of paid-up share capital.

“CONTROLLING SHAREHOLDING” shall mean not less than 51% of the voting rights or paid-up share capital in the Company.

“DAY” shall mean calendar day;

“EFFECTIVE DATE” the agreement shall come into effect from the date of signing of agreement by successful bidder and the parties involved as per Article 2.4 of the Agreement;

“EQUITY” shall mean Net Worth as defined in Companies Act, 2013;

“FINANCING DOCUMENTS" mean the agreements and documents entered/to be entered into between the RESCO Developer and the Financing Parties relating to the financing of the Total Project Cost for the Awarded Capacity.

“FINANCIAL CLOSURE” ***or*** **“FINANCING ARRANGEMENTS”** means arrangement of necessary funds for the Total Project Cost for the Awarded Capacity by the RESCO Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or signed financial agreement with the financial institute.

“FINANCING DOCUMENTS” mean the agreements and documents entered/to be entered into between the RESCO Developer and the Financing Parties relating to the financing of the Total Project Cost for the Awarded Capacity.

“FINANCING PARTIES” shall mean the parties financing the Total Project Cost for the Awarded Capacity to be Installed by RESCO Developer, pursuant to the Financing Documents.

“GOVERNMENTAL APPROVAL" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Rooftop Solar PV Project and / or for sale and purchase of Solar Power generated from the Rooftop Solar PV Project pursuant to this Agreement.

“GoTN” shall mean the Government of the State of Tamil Nadu and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

“GOVERNMENTAL AUTHORITY" means any central, state, regional, district, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"INTER-CONNECTION POINT/ DELIVERY POINT" shall be the single point, at a location mutually agreed by the solar power developer and Buying Entity, in line with applicable regulation/ rules where Solar Power is delivered by the RESCO Developer from the Project to the Government Building (Buying Entity).

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

"KV" shall mean Kilovolts.

"kWh" shall mean Kilowatt-hour.

"MW" shall mean Megawatt.

"Law" shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality.

"Lender" means such bank, or other financial institution, including their successors and assignees, who have agreed to provide the RESCO Developer with debt financing of Total Project Cost of the Awarded Capacity.

"LETTER OF AWARD" ***or*** **"LoA"** shall mean the letter issued by TNGECL to the selected Bidder for the Awarded Capacity after successful bidding;

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

"MONTH" shall mean calendar month;

"NET BILLING or NET FEED-In" based on TNERC Grid Interactive PV Solar Energy Generating System Regulations 2021, Order No. 8 of 2021 dated 22.10.2021 issued by TNERC, and subsequent amendment therefore, means a single bidirectional meter used for net–billing or net feed–In at the point of supply Grid lnteractive Solar PV Energy Generating Systems are valued at two different tariffs, where –

A. the monetary value of the imported energy at Buying Entity is based on the applicable Retail Tariff;

B. the monetary value of the exported solar energy at Buying Entity is based on feed-in tariff determined by the Commission;

C. The monetary value of the exported energy is deducted from the monetary value of the imported energy to arrive at the net amount to be billed (or credited / carried over);

"NET-WORTH" shall mean the Net-Worth as defined under section 2 of the Companies Act, 2013;

"Operational Year" shall mean a period of twelve consecutive months starting from the 1st day of the succeeding month of the month in which COD is achieved, continuing for a total duration of 25 years. For clarity, if the COD is achieved on 15th September 2025, Operational Year shall start from 1st October 2025.

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

"PARENT" means a company, which holds not less than 51% equity either directly or indirectly in the Project Company developing the Project;

"PERFORMANCE BANK GUARANTEE" shall mean the irrevocable unconditional bank guarantee to be submitted by the successful Bidder as per Clause 4 of Part III (Standard Conditions of Contract) of the RfS Document.

"Project Capacity" shall mean the total sanctioned capacity of each Rooftop Solar PV Project to be installed on the Premises of the respective Government Building (Buying Entity), as specifically awarded to the RESCO Developer by TNGECL as detailed in Annexure 2 and Annexure 3 of the Agreement.

"Premises" means the rooftop area owned or controlled by the Buying Entity where the Rooftop Solar PV project is to be installed and connected to the consumer's electrical system for generation and supply of solar power.

"RESCO" shall mean Renewable Energy Service Company.

"RESCO Developer" or "DEVELOPER" shall mean the Bidding Company or LLP participating in the bid and having been selected and allocated a project capacity by TNGECL (through a competitive bidding process), {in case of the Successful Bidder};

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

"ROOFTOP SOLAR PV PROJECT" shall mean the Solar Photovoltaic Project set up on Buying Entity's rooftop having a single metering point. The Project shall include all Solar Panels, Inverters, Optimizers, units/module, auxiliaries and associated facilities, structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power.

"RfS DOCUMENT" shall mean the bidding document issued by TNGECL including all attachments; clarifications and amendments including addendum or corrigendum issued subsequently thereof vide Spec No: CE/NCES/ O.T No……/24–25 Dated: ___/___/2026

"SCHEDULED COMMISSIONING OPERATION DATE" or "SCOD" with respect to the Awarded Capacity shall mean the date on which the Awarded Capacity is scheduled to be fully commissioned (certified by TNPDCL) and available for commercial operation.

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

"Solar Power" means the supply of electrical energy output from the Rooftop Solar PV Project.

"Retail Tariff" shall mean the price per unit of electricity charged by Distribution Licensee to end consumers for the supply of electricity to their premises. The Retail Tariff is determined, approved, and regulated by the Hon'ble Tamil Nadu Electricity Regulatory Commission from time to time.

"TOE" shall mean Tender Opening Event.

"Total Project Cost" means the Project Cost as defined in the Financing Package (or) the actual project cost certified by the Statutory Auditor and notified to TNPDCL as per the provisions in Clause 14.4.1 of the Agreement , whichever is lower.

"WEEK" shall mean calendar week;

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PART – VIII

SAMPLE FORMATS & ANNEXURES

FORMATS FOR BID SUBMISSION

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

i) Format of Covering Letter (Format 7.1)

ii) Format of General Particulars of Bidder (Format 7.2)

iii) Format for Power of Attorney (Format 7.3A)

iv) Format for Performance Bank Guarantee (Format 7.3 B)

v) Format for Bank Guarantee towards EMD (Format 7.3C)

vi) Format for draft undertaking in Lieu of Payment of EMD to be furnished (Format 7.3D)

vii) Format for Board Resolutions (Format 7.4)

viii) Format for Financial Eligibility Criteria Requirement (Format 7.5)

ix) Format for Disclosure (Format 7.6)

x) Format for submission of Financial Bid (Format 7.7)

xi) Format for Undertaking for not a willful defaulter (Format 7.8)

xii) Check List for Bank Guarantees (Annexure A)

xiii) Special Instructions to Bidders for Online Bid Submission (Annexure B)

xiv) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure C)

xv) Reference Bidders' Declaration Format associated with Implementation of ALMM Order (Annexure D)

xvi) Project Completion Report for Grid-Connected Rooftop (Annexure E)

Format 7.1

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref. No. _____ Date: _____

From: _____*(Insert name and address of Bidding Company*)

Tel.#:

E-mail address:

To

Chief Engineer/NCES,
TAMIL NADU GREEN ENERGY CORPORATION LIMITED
10th Floor, NPKRR Maaligai
144, Anna Salai, Chennai-600002.
Website: www.TNGECL.org.in

Subject: Response to RfS No._____dated_____forSelection of Solar Power Developers for Setting up of……. MW of Grid Connected Rooftop Solar PV Project on Government Buildings in Tamil Nadu under RESCO Model on Net–Feed In Basis through Tariff Based Competitive Bidding

Dear Sir/ Madam,

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

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate, has submitted response to RfS other than

this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.6 under Disclosure). We also confirm that we are including our Ultimate Parent Company/ Parent Company/ Affiliate directly or indirectly have not submitted more than one response to RfS, including this response to RfS.

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

Quoted Capacity (in MW)

1. We give our unconditional acceptance to the RfS, dated …… *[Insert date in dd/mm/yyyy]*, Agreement documents attached thereto, issued by TNGECL. In token of our acceptance to the RfS, Agreement documents along with the amendments and clarifications issued by TNGECL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the agreement is executed as per the provisions of the RfS and provisions of Agreement shall be binding on us. Further, we confirm that the Project shall be commissioned within 06 months from signing of agreement with TNGECL.
2. **Bid Security:** We have enclosed proof of Bid Security of INR _____.
3. We hereby declare that in the event our firm selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in this RfS for the allocated capacity and/ or we are not able to sign Agreement with TNGECL within the terms of the LoA and Agreement for the Awarded capacity, TNGECL shall have the right to take action as mentioned in Bid.
4. We have submitted our response to RfS strictly as per Part – VIII (Sample Forms and Annexures) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. **Acceptance: -**

   We hereby unconditionally and irrevocably agree and accept that the decision made by TNGECL in respect of any matter regarding or arising out of the RfS shall

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

We also unconditionally and irrevocably agree and accept that the decision made by TNGECL in respect of Awarded Capacity according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

6. **Familiarity with Relevant Indian Laws & Regulations: -**

   We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the agreement, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of Agreement with TNGECL, committing total equity infusion in the SPV as per the provisions of RfS.
8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from TNGECL.
10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
11. We confirm that all the terms and conditions of our Bid are valid up to (*Insert date* in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].
12. Contact Person

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

Name : ……

Designation : ……

Company : ……

Address : ……

Phone Nos. : ……

Mobile Nos. : ……

Fax Nos. : ……

E-mail Address: ……

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

Dated the__day of_, 20…. Thanking you,

We remain, Yours faithfully,

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

Format 7.2

GENERAL PARTICULARS OF THE BIDDER

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

(Signature of Authorized Signatory) With Stamp

FORMAT 7.3A

POWER OF ATTORNEY

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

a. Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents that M/s …… (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. …… (name & residential address) who is presently employed with us and holding the position of …….. as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for setting up of Grid-Connected Rooftop Solar PV Projects under RESCO Mode on the terms and conditions contained in the RfS No. dated ……. issued by Tamil Nadu Green Energy Corporation Limited (TNGECL), Chennai including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the TNGECL may require us to submit. The aforesaid Attorney is further authorized for making representations to the Tamil Nadu Green Energy Corporation Limited, Chennai and providing information / responses to TNGECL, Chennai representing us in all matters before TNGECL, Chennai and generally dealing with TNGECL, Chennai in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned RfS.

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

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

Signed by the within named

……..

(Insert the name of the bidding company) through the hand of

Mr. ……

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

dayof……Accepted……

Signature of Attorney

(Name, designation and address of the Attorney) Attested
……
……
(Signature of the executant)
(Name, designation and address of the executant)
……
Signature and stamp of Notary of the place of execution
Common seal of …… has been affixed in my/our presence pursuant to Board of Director's Resolution dated ……

WITNESS

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

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

Notes:

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

The person authorized under this Power of Attorney, in the case of the Bidding Company being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company. Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

FORMAT 7.3B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

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

Reference: …….

Bank Guarantee No.: .....

Date: ……..

In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as 'selected RESCO Developer') submitting the response to RfS inter alia for selection of the Project **in** [insert the name of Govt. Building], Tamil Nadu, India of the capacity of MW, at ……*[Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated…… issued by Tamil Nadu Green Energy Corporation Limited (hereinafter referred to as TNGECL) and TNGECL considering such response to the RfS of ……[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Rooftop Solar Power Project of the RESCO Developer and issuing Letter of Award No____to____(*Insert Name of selected RESCO Developer*) as per terms of RfS and the same having been accepted by the selected RESCO DEVELOPER resulting in an agreement with TNGECL, for execution of allocated capacity. [from selected RESCO Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

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

This guarantee shall be valid and binding on this Bank up to and including……. And shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall

not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

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

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

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

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

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

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly TNGECL shall not be obliged before enforcing this BANK GUARANTEE to

take any action in any court or arbitral proceedings against the selected RESCO Developer/ Project Company, to make any claim against or any demand on the selected RESCO Developer/ Project Company or to give any notice to the selected RESCO Developer/ Project Company or to enforce any security held by TNGECL or to exercise, levy or enforce any distress, diligence or other process against the selected RESCO Developer / Project Company.

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

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

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

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

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this day of_____, 20___ Witness:

1. ……..

Signature

Name and Address

2. ……..

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

FORMAT 7.3C

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Value Rs. 500/-)

Reference: …….

Bank Guarantee No.: .....

Date: .....

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for [Insert title of the RfS] of the Project capacity of _____ MW [Insert Project capacity proposed] for Setting up of ___ MW of Grid Connected Rooftop Solar PV Projects on Government Buildings at different locations in Tamil Nadu under RESCO Model on Net Feed-In Mechanism through Tariff Based Competitive Bidding in response to the RfS No. _____ dated _____ issued by Tamil Nadu Green Energy Corporation Limited (hereinafter referred to as TNGECL) and TNGECL 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 bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to TNGECL at [Insert Name of the Place from the address of TNGECL] forthwith without demur on demand in writing from TNGECL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Insert amount not less than that derived on the basis of INR 1,25,000 per MW of cumulative capacity proposed], only, on behalf of M/s [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Clause 2 of Part IIII (Standard Conditions of Contract) of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR……. (Indian Rupees only). Our Guarantee shall remain in force until [insert date of validity in accordance with Clause No. 15 of this RfS].

TNGECL shall be entitled to invoke this Guarantee till [insert date of validity in accordance with Clause 2 of Part IIII (Standard Conditions of Contract) of this RfS]. The Guarantor Bank hereby agrees and acknowledges that the TNGECL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to

the written demand by TNGECL, made in any format, raised at the abovementioned address of the Guarantor Bank, or at branch located Chennai-02 in order to make the said payment to TNGECL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by_____ [Insert name of the Bidder] and/ or any other person. The Guarantor Bank shall not require TNGECL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against TNGECL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Chennai shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees Only) and it shall remain in force until [Date to be inserted on the basis of Clause 2 of Part IIII (Standard Conditions of Contract) of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if TNGECL serves upon us a written claim or demand.

Signature:

Name:

Power of Attorney No.:

For

[Insert Name and Address of the Bank]

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address

Dated this day of, 20

Format 7.3 D

DRAFT UNDERTAKING IN LIEU OF PAYMENT OF EMD TO BE FURNISHED

(To be furnished in a non-judicial stamp paper of value not less than Rs.500/-)

THIS UNDERTAKING executed at……on this …… Day of …….Two thousand and by M/S. ……a company registered under companies Act 1956, having its registered office at herein-under, called the "Tenderer" to AND IN FAVOUR OF THE TAMIL NADU GREEN ENERGY CORPORATION LIMITED, (TNGECL), a body Corporate incorporated under Companies act 1956, having its office at N.P.K.R.R., Maaligai, 144, Anna Salai, Chennai-600 002, represented by Chief Engineer/NCVES, hereinafter called the TNGECL.

WHEREAS the contract is for the execution of in terms of the Tender Specification No. .....dated

AND WHEREAS in accordance with clause 10 of the above said tender specification, the tenderer has to furnish EMD of Rs……/- (Rupees ……only) AND WHEREAS the tenderer has requested TNGECL to accept an undertaking in lieu of payment in cash of the EMD AND WHEREAS TNGECL has accepted the request of the tenderer subject to executing an undertaking to pay to the TNGECL not exceeding Rs...../- (Rupees……. only) representing the Earnest Money Deposit together with costs in case of non-fulfilment of the conditions stipulated in the Tender Specification/or the conditions stipulated in the contract by the tenderer.

IN CONSIDERATION OF THE CORPORATION having agreed to accept an undertaking from the tenderer in lieu of payment of Earnest Money Deposit in cash, the tenderer undertakes to pay the sum of Rs……/- (Rupees ……..only) immediately when a demand is raised by the CORPORATION against the tenderer without any demur in the event of the following :

i. If the tenderer withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
ii. If the tenderer revises any of terms quoted during the validity period, without specific request by the Board.
iii. If the tenderer violates any of the conditions of Tender Specification No……

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING is such that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of above, then the above written undertaking shall be void, otherwise the same shall remain in full force. The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expressions, 'tenderer' and 'TNGECL' before used hereafter shall include their respective successors and assign in office.

IN WITNESS WHERE OF Thiru for and on behalf of the tenderer has signed this undertaking on the day, the month and year first above written.

In the presence of

Witnesses:

1. Signature

NAME IN BLOCK LETTERS

Signature with names and

addresses. SEAL OF THE COMPANY

FORMAT 7.4

FORMAT FOR BOARD RESOLUTION

The Board, after discussion, at the duly convened Meeting on [*Insert date*], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act, 2013 or LLP Act 2008, as applicable, passed the following Resolution:

1. **RESOLVED THAT** Mr./ Ms. _____, be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS, vide RfS No. __for **"Selection of Developers for Setting up of 20 MW of Grid Connected Rooftop Solar PV Projects on Government Buildings at different locations in Tamil Nadu under RESCO Model on Net Feed-In Mechanism through Tariff Based Competitive Bidding"** including signing and submission of all documents and providing information/ response to RfS to Tamil Nadu Green Energy Corporation Limited (TNGECL), representing us in all matters before TNGECL, and generally dealing with TNGECL in all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company***)

   FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, or LLP Act, 2008 as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (***To be provided by the Bidding Company***)

NOT USED Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3) This format may be modified only to the limited extent required to comply with

the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 or LLP Act, 2008 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT 7.5

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(AS PER CLAUSE 2 of Part-IV)

(To be submitted on the letterhead of Bidding Company)

From: (Insert name and address of Bidding Company)

To,

……

……

Sub: Selection of Solar Power Developers for Setting up of……. MW of Grid Connected Rooftop Solar PV Project on Government Buildings in Tamil Nadu under RESCO Model on Net–Feed In Basis through Tariff Based Competitive Bidding.

RFS No: …….

Dear Sir,

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

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

Net worth (strike out whichever is not applicable) of Rs Crore as per criteria mentioned under **Part IV "QUALIFICATION REQUIREMENTS FOR BIDDERS"** of this RFS based on unconsolidated audited annual accounts (refer Note-1 below) any of the last 3 Years immediately preceding the Bid Deadline.

This Net Worth/AUM has been calculated in accordance with instructions provided in Clause of the RfS.

Exhibit(i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth / AUM by Bidding Company and / or its Affiliate(s) as per following details:

Name of Financially Evaluated Entity*	Names of Affiliates whose Net worth is to considered	Relationship with the Bidding Company**	Net Worth/AUM (In Rs. Crore)
Company 1			
Total			

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

**The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent Company and/or Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Yours faithfully

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

Name: …….

Date: ……

Place: ……..

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

Name: ……..

Date: ……

Place: ……

Notes:

i. *Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each*

company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

FORMAT 7.6

FORMAT FOR DISCLOSURE

(This should be submitted on the Letterhead of the Bidding Company)

DISCLOSURE

Ref. No. _____ Date: _____

From:_____

(Insert name and address of Bidding Company)

Phone#:

E-mail address#

To,

Chief Engineer/NCES

TAMIL NADU GREEN ENERGY CORPORATION LIMITED

NPKRR Maaligai, 10th Floor

144, Anna Salai, Chennai-600002.

Website: www.TNGECL.org.in

Subject: **Response to RfS No. …… dated ……. For** Selection of Solar Power Developers for Setting up of……. MW of Grid Connected Rooftop Solar PV Project on Government Buildings in Tamil Nadu under RESCO Model on Net Feed-In Basis through Tariff Based Competitive Bidding

Dear Sir/ Madam,

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

Further, we also undertake that the Bidder & any of its Affiliate, their directors have not

been barred or included in the blacklist by any government agency or authority in India,

the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment
Bank etc. or the United Nations or any of its agencies.

Dated the_____day of _____ 20__
Thanking you
We remain, Yours faithfully,

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

FORMAT 7.7

FORMAT FOR SUBMITION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letterhead of the Bidding Company)

Ref. No. _____ Date: _____

From:_____*(Insert name and address of Bidding Company*)

Tel.#:

E-mail address

To
Chief Engineer/NCES,
TAMIL NADU GREEN ENERGY CORPORATION LIMITED
NPKRR Maaligai, 10th Floor
144, Anna Salai, Chennai-600002.
Website: www.TNGECL.org.in

Subject: Response to RfS No._____dated_____for Selection of Solar Power Developers for Setting up of……. MW of Grid Connected Rooftop Solar PV Project on Government Buildings in Tamil Nadu under RESCO Model on Net Feed-In Basis through Tariff Based Competitive Bidding

Dear Sir/ Madam,

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

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

Dated the_____day of _____20….

Thanking you,

We remain, Yours faithfully,

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

Notes:

1. The bidder has to submit the Fixed tariff only in prescribed format of Electronic Form under financial bid at TN Tenders Portal. Any offline submission of fixed tariff shall be treated as non- responsive and shall be summarily rejected.
2. There can be only one tariff for the capacity applied for. If the bidder quotes two tariffs or combination thereof for the quoted capacity then the bid shall be considered as non-responsive.
3. If the bidder submits the financial bid in the Electronic Form at TN Tenders Portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
4. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
5. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
6. Tariff should be in Indian Rupee up to two places of decimals only.

Format 7.8

Undertaking for not a willful defaulter

(To be submitted on the letter head of the Bidder)

We, hereby provide this undertaking to Tamil Nadu Green Energy Corporation Limited, in respect to our response to RfS vide RfS No. …….. dated, that M/s *(insert name of the Bidder),* or any of its Affiliates is not a willful defaulter to any lender.

Further, we also undertake that the Bidder & any of its Affiliate, , their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

Annexure A

CHECK LIST FOR BANK GUARANTEES

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

Annexure B

INSTRUCTION TO BIDDERS FOR ONLINE BID SUBMISSION

Website for online bid submission: https://tntenders.gov.in/nicgep/app

Service Provider: National Informatics Centre

The bidders are required to submit soft copies of their bids electronically on the TAMIL NADU GOVERNMENT E PROCUREMENT Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the TAMIL NADU GOVERNMENT E PROCUREMENT Portal, prepare their bids in accordance with the requirements and submitting their bids online on the TAMIL NADU GOVERNMENT E PROCUREMENT Portal. More useful information for submitting online bids on the TAMIL NADUE GOVERNMENT PROCUREMENT Portal may be obtained at: **https: //tntenders.gov.in/nicgep/app**

A. REGISTRATION –

Bidders are required to enroll on the e-Procurement module of the Tamil Nadu Government E procurement Portal (URL: https://tntenders.gov.in/nicgep/app)

1. By clicking on the link "Online bidder Enrollment" on the TAMIL NADU GOVERNMENT E -PROCUREMENT Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the TAMIL NADU E PROCUREMENT Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built-in in the TAMIL NADU GOVERNMENT E PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMIL NADU GOVERNMENT E PROCUREMENT Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TAMIL NADU GOVERNMENT E PROCUREMENT Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender documents.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

C. PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or ‘’Other Important Documents’’ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D. ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit online the requirements under qualification criteria and technical documents required and SCHEDULE OF PRICE /BOQ vide ANNEXURE-IV.All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgment of bid submission.

E. PROCEDURE FOR SUBMISSION OF BIDS:

1. Bidder should log- in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
8. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
11. In all cases, bidder should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.
12. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
13. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
14. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
15. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
16. TNGECL reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
17. The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

18. Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.

19. Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.

20. No deviationto the technical and commercial terms & conditions are allowed.

F. ASSISTANCE TO BIDDERS:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to TAMIL NADU GOVERNMENT E PROCUREMENT Portal in general may be directed to the 24x7 TAMIL NADU GOVERNMENT E PROCUREMENT Portal Helpdesk.

G. System Configuration:

The Bidder may note that the following configurations will be required to be undertaken in their Internet Explorer browsers for smooth functioning of the website and the e- Bidding portal.

The system requirements are as follows:

(i) Windows 7 or above Operating System

(ii) IE-7 and above Internet browser.

(iii)Signing type digital signature Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the

To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level (Please run IE settings once)

Tenderers are instructed to furnish the Hard copies of required Documents (if required) as mentioned in the tender specification. The Hard copy furnished shall be the same as available in the NIC portal and the soft copy uploaded in the Portal will alone be considered if any discrepancies arise.

The Bidders shall also note that online submission of the Bid with supporting documents and submission of the hard copies of the documents shall be allowed only up to closing time of online Bid submission. Bidders in their own interest are advised to complete the entire process well in advance to avoid any last-minute hiccup / technical problems. No complaints shall be entertained in this regard at any stage.

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ANNEXURE C

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

TERMS AND CONDITIONS OF REVERSE AUCTION

Bidder has to quote the price in accordance with the RFS. Bid prices shall be evaluated on the basis of the lowest quoted total price which shall be the "Opening Price" for Reverse Bidding.

After opening of the Bid, the Bidders who shall become eligible to participate in the Reverse Bidding as per the conditions stated in this Document shall be known as the Qualified Bidders who will be intimated about their qualification through notification on the (https://tntenders.gov.in/nicgep/app) website within their secured login as well as a system generated email. It shall be the sole responsibility of the Bidder to regularly check the (https://tntenders.gov.in/nicgep/app) website and log in to see whether it has qualified or not. TNGECL will not be responsible for non-receipt of email by Bidder and its consequences.

E-Bidding is the process of inviting binding final price offers from the Qualified Bidders through internet for the purpose of determination of the Successful Bidder (i.e. the Bidder who submits the lowest price Bid in the Reverse Bidding. During Reverse Bidding process, Bidder can change its rates quoted in their initial price by a decrement of at least Rs.0.01/ kWh to reduce its price further. Such changes can be made any number of times within the Reverse Bidding period.

The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic Bidding process. The Qualified Bidder will be able to see the prevailing lowest price Bid, but the name of the current L1 Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its price Bid below the displayed current L1 Bid by a decrement as above to become the L1 Bidder. After completion of the Reverse

Bidding Process, the lowest rate quoted i.e. arrived shall be the Closing Price ("Closing Price") and the Bidder quoting the same, shall be considered as the L1 Bidder ("L1 Bidder").

The electronic Bidding process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put its price Bid after the start of Bid time and till the close time of electronic Bidding. The current server time (IST) will also be displayed on the screen. In the event a Bid is received during the last 10 (ten) minutes before the scheduled close time of electronic Bidding the close time of electronic Bidding will be automatically extended by 8 minutes from the closing time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue by a period of 15 minutes till no price Bids are received in 15 minutes.

For example, assuming that the initial scheduled close time for a particular electronic Bidding is 1:00 pm and a price Bid is received at 12:55 pm, the scheduled close time shall be revised to 1:10 pm. Again, if a price Bid is received at 1:09 pm, the scheduled close time shall be revised to 1:20 pm and so on. In the event that there is no further price Bid is received till 1:20 pm, the electronic Bidding will close at 1:20 pm. The revised close time will be displayed on screen and the Qualified Bidders should keep refreshing its webpage to get the latest information.

The above example is only illustrative and meant for guidance only. During the tender process for electronic Bidding the Bidder shall be required to sign their Bids with their respective digital signature certificate (DSC) which has been used to login. Any digital signature certificate other than the above shall not be acceptable for Bid submission by the system.

Bidders in their own interest are advised to get themselves acquainted with the electronic Reverse Bidding process of (https://tntenders.gov.in/nicgep/app) by getting their Authorized Representative trained beforehand through some demo electronic – Reverse Bidding schedule of which will be declared later in the

(https://tntenders.gov.in/nicgep/app) website.

About Digital Signature Certificate

A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing type to be able to submit its Bid and to participate in the electronic Reverse Bidding on (https://tntenders.gov.in/nicgep/app)website. For this purpose, Bidders shall be required to authorize its Authorized Signatory to procure a Class-III DSC of signing type from any Certifying Authority or their authorized agencies in India.

The Bidder may note that only one user id will be mapped with a given DSC for the Authorized Representative. DSC once mapped with a particular user id of a Bidder will normally not be changed and therefore Bidders are advised to carefully select the DSC before forwarding the same to NIC for mapping.

The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder will submit online.

It will be the sole responsibility of the Bidder and its respective Authorized Representative to maintain the secrecy of the password for the Digital Signature Certificate. The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complaint / representation in this regard shall be entertained at any stage by TNGECL.

Terms and Conditions for E-Reverse Bidding

(i) After completion of the online E-Reverse Bidding, the “Closing Price (CP)” shall be available for further processing.

(ii) If no Bid or single Bid is received in the Bidding system/website within the specified time duration of the online E-Reverse Bidding, then TNGECL may scrap

the online Reverse Bidding process and may proceed with the lowest Price Bid received through e-tendering for further processing.

(iii) Only those Bidders whose offers are found to be Technically and Commercially Responsive, shall be eligible to participate in E-Reverse Bidding process.

(iv) Online Reverse Bidding shall be conducted by TNGECL on a pre-specified date and time, while the Bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by Bidders themselves.

(v) During the Reverse Bidding, time extension of additional 15 minutes may be given by TNGECL at its sole discretion, if no Bid is received till that time.

(vi) To ward-off contingent situation, Bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Bidding successfully. Failure of power or loss of connectivity at the premises of Bidders during the Reverse Bidding cannot be the cause for not participating in the Reverse Bidding TNGECL shall not be responsible for such eventualities.

(vii) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.

(viii) Upon receipt of the system report after completion of the Online Reverse Bidding Closing Price will be considered for further processing. TNGECL's decision on award of contract shall be final and binding on all the Bidders.

(ix) TNGECL reserves the right to cancel/reschedule/extend the Reverse Bidding process/tender at any time, before ordering, without assigning any reason.

(x) TNGECL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of TNGECL shall be binding on the Bidders.

(xi) Other terms and conditions shall be as per TNGECL's Bidding documents and other correspondences, if any, till date.

(xii) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse Bidding

(xiii) For the Reverse Bidding technically and commercially acceptable Bidders only shall be eligible to participate.

(xiv) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.

(xv) Rules for Reverse Bidding like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.

(xvi) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, action as per extant TNGECL guidelines, shall be initiated by TNGECL.

(xvii) The Bidder shall not divulge either his Bids or any other exclusive details of TNGECL to any other Bidder.

(xviii) The period of validity of Prices received through Reverse Bidding shall be same as that of the period of validity of Bids offered.

(xix) Bidders 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 and the refreshing of the data on to the server for the visibility to the TNGECL. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last-minute hosting of the Price Bid.

(xx) Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of TNGECL, bid process, bid technology, bid documentation and Bid details.

(xxi) It is brought to the attention of the Bidders that the Bid event will lead to the final price only.

(xxii) Technical and other non-commercial queries (not impacting price) can only be routed to the TNGECL contact personnel indicated in the Bidding documents.

(xxiii) Order finalization and post order activities would be transacted directly between Successful Bidder and TNGECL.

(xxiv) Order shall be placed outside the e-portal & further processing of the order shall

also be outside the system.

(xxv) In case of any problem faced by the Bidder during Reverse Bidding and for all Bidding process related queries, Bidders are advised to contact the persons indicated in the Bid document.

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

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

(xxviii) For access to the Bidding site, the following URL is to be used:(https://tntenders.gov.in/nicgep/app).

(xxix) For user guidance please follow the manual which is there on the website.

(xxx) No queries shall be entertained while Reverse Bidding is in progress.

(xxxi) In case user ID is locked, it is requested to call helpdesk at (https://tntenders.gov.in/nicgep/app)

Annexure D

Reference Bidders' Declaration Format associated with Implementation of ALMM Order

(on the letter head of the bidder)

Declaration

To Whomsoever this may concern

Reference: (RFS no. and description)

1. We hereby declare that we are fully aware of the binding provisions of the ALMM order and the Lists thereunder, while quoting the rate in the tender no. [*tender number*] floated by [name if tendering authority].
2. We understand that the List – I (Solar PV Modules) of ALMM Order, Annexure – I of the O M, issued by MNRE on 10th March 2021 and List – II (Solar PV Cells) of ALMM Order, Annexure – I of the OM, issued by MNRE on 31st July 2025 will be updated by MNRE from time to time. We also understand that the Modules and Cells to be procured for this project, shall be from the List – I and List – II of the ALMM order applicable on the date of invoicing of such modules and cells.
3. We further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Name:

Designation:

Organization:

Date:

(Signature and Stamp)

Annexure E

Project Completion Report for Grid-Connected Rooftop			
Financial year *:			
Approval No. *:			
Proposal Title:			
Installed by agency:			
Project initiated by:			
Title of the Project*:		**SPV Capacity (kWp)*:**	
Category of the organization / beneficiary*:		**Name of the contact person*:**	
Address of contact person*:			
State*:		**District/City*:**	
Mobile*:		**Email*:**	
Telephone No.:	**STD code-**	**Website:**	
Other info			
Electricity Distribution Company Name:			
Electricity consumer account no. as per electricity bill:		**as on Date:**	
Bank Details of Beneficiary			
Name of A/c holder:			
Name of Bank:			
Name of Branch and Address:			
Bank IFSC Code:			
9 Digit MICR Code:			

Type of Account:			
Account No.:			
Adhar Card Number:			
Technology Description & System Design /Specification			
1. Module			
Capacity/Power of each PV Module (Wp)*:	1. Capacity/Power **Capacity/Power**		1. Nos: **Nos:**
Cumulative Capacity of Modules (KWp):			
Solar cell technology:			
Module efficiency (in Percentage):			
2. Inverters			
Type of inverter:			
Make of inverter:			
Capacity/Power of each PCU/inverters (VA)*:	**Capacity/Power** **Nos.**		
Capacity/Power of PCU/inverters (KVA):			
Inverter efficiency (Full load):			
(in percentage)			
3. Metering Arrangement			
Details of Metering			
Type of Meter*:			
Make of Meter:			
5. Other information's			
Units of electricity generated by the solar			

plant as per meter (in kWh):			
Monitoring Mechanism **:**			
No. of personnel to be trained in O&M **:**			
Task & Expected Schedule (in Months) **:**			
Grid connectivity level			
Grid connectivity level phase*:		**Grid connectivity level Voltage*:**	
Costing of Project			
Hardware cost:	**Rs.**	**Total Cost of Installation:**	**Rs.**
Means of Finance			
Envisaged Central **Financial Assistance from MNRE***	**Rs.**		
Incentives from states if any	**Rs.**		
Contribution of Beneficiaries*	**Rs.**		
Other Source (s) of Funding	**Rs.**		