# REQUEST FOR SELECTION (RFS) DOCUMENT FOR DEVELOPMENT OF WIND POWER PLANTS AND SOLAR POWER PLANTS AS A COMBINED WIND-SOLAR COMBINED POWER PROJECT UNDER TARIFF-BASED COMPETITIVE BIDDING (TBCB) – BOO MODEL

**ISSUED BY**

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## 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 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 TNGECL, Tamil Nadu Govt. tender portal /NIC portal, the documents uploaded on the NIC portal utilized for online bidding will prevail.

Place: Chennai
Date: 23.02.2026.

# BID INFORMATION SHEET

The brief details of the RfS are as under:

| | | |
|---|---|---|
| A | Name of work/ Brief Scope of Work/ Job | Selection of Wind-Solar Combined Power Developer for Development of 18.75 MW Wind Power Plants and 16 MW Solar Power Plants as a combined Wind-Solar Power Project through Tariff Based Competitive Bidding (TBCB) Process under BOO basis for period of 25 years |
| B | Tender Inviting Authority | Chief Engineer/NCES/Tamil Nadu Green Energy Corporation Limited (TNGECL) |
| C | RfS No. & Date | CE/NCES/O.T. No. dt:26.02.2025 |
| 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 bidding procedure with E-Reverse Auction |
| F | Type of RfS / Tender | E-Tender |
| G | Completion / Contract Period | As mentioned in RfS Document |
| H | Document Fee/ Cost of RfS Document (Non-refundable) | Not applicable in the State of Tamil Nadu. However, RfS documents downloaded through TNTENDERS portal are acceptable |
| I | Earnest Money Deposit | INR 2,00,00,000/- (Two Crores) submitted by way of online payment/ physical Bank Guarantee (BG) / e-BG (e-Bank Guarantee) through the Tamil Nadu Government e-Procurement portal (TNTENDER). |
| J | Performance Bank Guarantee | The Selected Bidder should furnish e-BG/ e-Bank Guarantee for an amount of INR 10,00,00,000/- (Ten Crores) through the Government of Tamil Nadu e-Procurement portal within 30 days from the date of issuance of LOA. |
| K | Floating of Tender | 27.02.2026. |
| L | Date, Time & Venue of pre-bid meeting | 05.03.2026 @ 11.00 Hrs<br>6th Floor, Conference Hall, TANTRANSCO Building, No. 144, Anna Salai, Chennai-600 002. |
| M | Bidders may send Pre-Bid Queries at cences@tnebnet.org from : | 05.03.2026 before 5.00PM |

| | | | |
|---|---|---|---|
| N | TNGECL will upload reply to pre-bid queries from | 30.03.2026 | |
| O | Online bid-submission deadline | 01.05.2026 at 14.00 Hrs | |
| P | Techno-commercial bid opening | Time: 02.05.2026 at 14.30 Hrs<br>Office of the Chief Engineer/NCES, 10th Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-2. | |
| Q | E-reverse auction (E-RA) | Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email/ portal | |
| R | Contact details of NIC officials | Mobile No: 8172797544 | |
| S | Details and address of tender inviting | Chief Engineer/NCES/TNGECL,<br>10th Floor, Western Wing, NPKRR Maaligai,<br>144, Anna Salai, Chennai-02.<br>Email: cences@tnebnet.org<br>Phone: 9444060167 | |
| T | Details of persons to be contacted in case of any assistance required | **Superintending Engineer/Solar/NCES,**<br>10th Floor, Western Wing, NPKRR Maaligai,<br>144, Anna Salai, Chennai-02.<br>Email:sesolar@tnebnet.org<br>Phone: 9445448815.<br>**Executive Engineer / Wind Power Projects/ NCES.**<br>10th Floor,Western Wing, NPKRR Maaligai,<br>144, Anna Salai, Chennai-02.<br>Email:eewpp@tnebnet.org<br>Phone: 9442123160 | |
| U | Bank account, GST and pan details of TNGECL | Bank Name | INDIAN OVERSEAS BANK |
| | | Bank Account No: | 005802000003500 |
| | | GST No. | 33AAKCT7634G1Z6 |
| | | Permanent Account No.(PAN) | AAKCT7634G |

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.

Note : Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the website **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 on the above shall be updated on **https://tntenders.gov.in/nicgep/app** and the bid has to be uploaded only through **https://tntenders.gov.in/nicgep/app.**

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# Section 1 : Introduction & Invitation for Bids

## 1. Background and Introduction

1.1. Tamil Nadu Green Energy Corporation Limited (hereinafter called "TNGECL") has been formed under the Companies Act 2013 for restructuring of Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO) into separate Generation and Distribution Companies. TNGECL has been formed by integrating Renewable Energy Wing of TANGEDCO and merger of Tamil Nadu Energy Development Agency (TEDA) with the new company. Tamil Nadu Green Energy Corporation Limited has been formed based on G.O.(Ms) No.7 dt 24.01.2024 of the Energy Department /Govt. of Tamil Nadu. The key functions of the Company include promotion of renewable energy, grid integration and energy storage i.e., integrate renewable energy into the existing power grid and implement energy storage solutions like batteries to ensure stable and consistent power supply. With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting the energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to variable nature and supply-demand mismatch.

1.2. TNGECL wishes to invite proposals for setting up of 18.75 MW Wind Power Plants and 16 MW Solar Power Plant at four Project Sites . TNGECL intends to carry out Tariff Based Competitive Bidding (TBCB) Process (conducted through Tamil Nadu Government E-Procurement Portal (**https://tntenders.gov.in/nicgep/app**). Tamil Nadu Green Energy Corporation Limited (TNGECL), acting as an intermediate procurer, shall enter into a Power Purchase Agreement (PPA) with the successful Bidder selected based on this RfS for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA.

1.3. TNGECL shall take the role of tender process management and project management with the following functions:

i) Preparation of bid documents
ii) Floating of tender
iii) Collection of Bid Security in the account of TNGECL
iv) Evaluation of Techno-commercial bids, Finalisation of tender by obtaining approval from the competent authority including the approval of Hon'ble Tamil Nadu Electricity Regulatory Commission
v) Issue of LOA to the Successful Bidder
vi) Sign PPA with the Developer

vii) Provide land to the Developer on right to use.

viii) Acting as intermediary, procure power from the Developer and shall make timely payment as per the PPA tariff

ix) Supervision of execution of the Project i.e., monitoring whether the project is implemented as per the timelines and standards/guidelines.

x) Certify the commissioning of the project

xi) Monitoring of the performance of the Project

## 2. Instructions to Bidders

2.1. An Open Tender under Two Part System Competitive Bidding Procedure will be adopted and will proceed as detailed in this document. The respective rights of TNGECL and the Bidder shall be governed by the RfS Documents/Agreements signed between TNGECL and the Wind-Solar Combined Power Developer.

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 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 respect as per the Bid Information Sheet. Bid proposals received without the Bid Security, will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from 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.

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

2.7. TNGECL shall conduct E-Reverse auction (E-RA) as per provisions of RfS documents.

2.8. TNGECL may develop a suitable monitoring mechanism, to analyze the performance of the Project and carry out random checks to verify compliance of quality standards.

**2.9. Interpretations**

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 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.

**2.10. Schedules for Receipt and Opening of Bid:**

| | | |
|---|---|---|
| A | Uploading of tender specification by TNGECL | 27.02.2026 |
| B | Queries to be sent from | 27.02.2026 |
| C | Pre-Bid Meeting | 05.03.2026 |
| D | Reply to the queries to be uploaded from | 30.03.2026 |
| E | Last date and time for submission of bids | 01.05.2026 @14.00 Hrs |
| F | Date and time for opening of Techno- Commercial Bids | 02.05.2026 @ 14.30 Hrs |
| G | Date and Time for opening of Price Bids | Will be intimated later |

# Section 2 : Special Conditions of Contract

**3. Scope of Work**

3.1. **Decommissioning of existing windmill**: - The Developer will be responsible for decommissioning of the existing windmill. The cost incurred will be borne by Developer.

- The bidder shall include in its financial bid the comprehensive cost of decommissioning and dismantling all existing wind turbine generators and associated infrastructure at the designated site(s), including safe disposal of blades and non-recyclable components, recycling of eligible materials, land preparation and full compliance with applicable statutory, environmental and occupational safety norms. Any recovery from scrap value shall be set off against decommissioning cost as stipulated in the tender conditions and bidders are required to disclose the estimated income cum from such sales wherever applicable.

- The cost estimation shall be reflected as a separate line item (Decommissioning cost – Recovery from scrap value).

- The tariff per unit (Rs/kWh) quoted and discovered under this tender shall be deemed to include the total costs associated with decommissioning, dismantling, safe disposal, recycling, transportation, site clearance, land restoration and any other mandatory works related to the removal of existing wind generators as specified. No additional payment whatsoever shall be made towards decommissioning outside the discovered tariff.

- The lowest discovered tariff through the reverse auction should thus reflect the holistic lifecycle cost (including decommissioning), with no separate payment for dismantling.

- The procurer shall not bear any additional liability for decommissioning costs beyond those acknowledged in the Bid Award. The successful Bidder shall submit to the procuring Authority a decommissioning plan, obtain all necessary statutory approvals and furnish a Decommissioning Completion report upon execution.

- The successful bidder / bidders shall be held responsible to dismantle all the existing overhead conductors of the 33 kV and 11KV feeders where the project has been proposed and such dismantled conductors shall be handed over to the concerned utility stores by the developer.

3.2. **Infrastructure Improvements at project sites:** The Developer shall also undertake infrastructure improvements at the Project Sites as indicated in Annexure C.

3.3. The Project shall be set up in Build Own Operate (B-O-O) Mode for the concession period of 25 years from the SCOD. The successful bidder shall be responsible for the development and installation of a Wind-Solar Combined Power Project with a cumulative capacity of 34.75 MW. Designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of PPA and Prudent Utility Practices will be the responsibility of the Developer.

3.4. Developer is responsible to make arrangements for associated infrastructure for development of the Project and for Connectivity till Interconnection Point for confirming the evacuation

of power by the SCOD and all clearances related thereto. However, it is clarified that the Project shall be connected to the substations as specified in Annexure B.

3.5. Connectivity to the grid shall be facilitated for the Developer by TNGECL; however, it shall be the sole responsibility of the Developer to submit all necessary applications and documentation required for obtaining such connectivity. All costs associated with establishing connectivity—including bay charges, infrastructure development expenses, and applicable fees—shall be borne entirely by the Developer.

3.6. The Developer shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at Interconnection Point.

3.7. During the concession period, the Developer shall be responsible for the operation and maintenance of the Project.

3.8. **Decommissioning of Project at the end of Concession period**: - The Wind-Solar Combined Power Developer shall be solely responsible for the decommissioning of the project assets at the end of the Term of Agreement. The Developer shall vacate and hand over possession of the project land to Tamil Nadu Green Energy Corporation Limited (TNGECL) in its original condition, free from all encumbrances, within a maximum period of **six (6) months** from the end of the Power Purchase Agreement (PPA) tenure.

3.9. The Developer shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

3.10. Modules and Cells of Solar Panels/WEGs should be ALMM compliant as per the provisions of PPA.

3.11. All prospective Bidders are strongly advised to undertake a thorough site visit to the Project Sites prior to bidding. The Bidders shall assess local conditions, available infrastructure, logistics, and any potential project execution risks. All the cost associated with the site visit will be borne by the Developer.

3.12. It is the responsibility of the developer to establish online arrangement for reporting of metering data, breakers and isolator status data and other weather parameters as per TNERC (Terms and Conditions for Green Energy Open Access) Regulations, 2025 as amended from time to time.

3.13. It will be the responsibility of the developer to pay the scheduling and system operating charges to SLDC as amended from time to time by the Commission during the entire period of PPA.

**4. Project Sites:**

- The successful bidder shall implement the Project at the following sites in Tamil Nadu
  i. Kayathar I
  ii. Kayathar II
  iii. Muppandal
  iv. Puliyankulam

Details of land, GPS coordinates, and layout plans are provided in Annexure B.

TNGECL shall provide the land parcels at Project Sites for usage of the Developer for 27 years in accordance with the Right of Use Agreement annexed to PPA.

- In the event, the developer fails to vacate the allocated land or fully decommission the project assets beyond six months period from the expiry of the Power Purchase agreement, TNGECL shall have the right to forfeit the withheld payments for final two months period of PPA and has the full rights to dismantle / decommission the project remains and to monetize it. The developer has no rights to claim any benefits in this regard from TNGECL.

5. **Project Capacity:** The total installed capacity shall be 34.75 MW (comprising 18.75 MW Wind and 16 MW Solar), including the development of the associated transmission/distribution infrastructure up to the Interconnection Point, at the Developer's own cost.

6. **Evacuation of Power**

6.1. The Project shall be connected to the substation, as specified in Annexure B. TNGECL shall facilitate grid connectivity at the substation, including allocation or modification of the existing bay, subject to Developer's application. All associated costs, including bay modification charges, infrastructure strengthening (if any), and applicable fees, shall be borne by the Developer.

6.2. The Developer shall be responsible for maintaining, at its own cost and risk, the existing evacuation infrastructure to ensure power evacuation from the Project up to the Interconnection Point by the Scheduled Commercial Operation Date (SCOD).

6.3. The Developer shall ensure that the upgraded Project switchyard is adequately connected to the Interconnection Facilities at the Interconnection Point, meeting all applicable technical standards.

6.4. The Developer shall comply with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, including any specific provisions or amendments applicable.

7. **Performance Criteria of the Project**

7.1. **Criteria for Generation**: The developer shall maintain a minimum Capacity Utilization Factor (CUF) of 26% on an annual average basis, with a permissible variation of ± 2%. Details of the potential CUF achievable for this site as per the technical studies conducted by NIWE is attached in Annexure - **B** along with Site details. The Developer shall ensure that the combined system is designed and operated to achieve this minimum CUF, factoring in resource availability, seasonal variations, and technological efficiencies. The penalties related to shortfall in energy supply will be in accordance with the provisions of Power Purchase Agreement.

8. **Commissioning of the Project**

8.1. The commissioning of the Project shall be carried out by the Developer in line with the procedure as per PPA.

8.2. The SCOD i.e. the deadline for the commissioning the full Project capacity, shall be the date as on 12 months from the Effective Date of PPA

8.3. The maximum time period allowed for the commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 90 days from the SCOD.

8.4. In case of delay in the commissioning of the Project beyond the SCOD until the date as per Clause 8.3 above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis.

8.5. In case the commissioning of the Project is delayed beyond the date as per Clause 8.3 above, the PPA will stand terminated and the entire PBG shall be encashed.

8.6. The Successful Bidder may, at its discretion, proceed with **Part Commissioning** once a minimum of 50% of the Installed Capacity is commissioned, provided that the commissioned capacity meets the technical and interconnection requirements as per the provisions mentioned in the PPA and applicable grid codes. The procurer shall procure the energy generated from the energy part commissioned capacity as per the PPA.

# Section 3 : Standard Conditions of Contract

**9. Obtaining of RFS**

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.

**10. Bid Security:**

10.1. The Bidder shall deposit, along with its Bid, a Bid Security of Rs. 2 (Two) Crores by way of online payment / physical Bank Guarantee (BG) / e-BG (e-Bank Guarantee) through the Tamil Nadu Government e-Procurement portal (TNTENDER). In case of the Physical Bank Guarantee (BG) / e-BG (e-Bank Guarantee), the BG/e-BG submitted shall remain valid for a minimum period of twelve (12) months from the date of issuance of this Tender (i.e., the Tender Floating Date). 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/ Lead Member of Bidding Consortium.

10.2. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Physical copy of the BG in original shall be submitted at CE/NCES office before the due date and time of opening of Techno Commercial Bid. If the physical copy of the BG is not submitted within the time specified or if the submitted BG is found invalid, or if there is a discrepancy between the physical BG and scan copy of the BG, then the bid shall be deemed invalid.

10.3. No relaxation of any kind on Bid Security shall be given to any Bidder.

10.4. The Tenderers who are having valid Permanent EMD with TANGEDCO for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

| **PEMD Slab** | **Monetary limit of tender value of participate without payment of EMD** |
|---|---|
| Rs. 2,00,000/- | In case of all Iron and Steel materials, main producers (Government of India Undertaking only) for procurement of Iron & Steel materials. |
| Rs. 20,00,000/- | In case of Tenders not exceeding Rs.10 Crores in value. |
| Rs. 40,00,000/- | In case of Tenders not exceeding Rs.50 Crores in value. |
| Rs. 1,00,00,000/- | In case of all Tenders without any monetary limit |

If the Tenderer desires to become a Permanent EMD. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent EMD. well in advance and obtain a certificate from the Financial Controller/Purchase and upload copy of the same along with the tender.

10.5. The following categories of Industries having UDYAM Registration alone are exempted from payment of EMD:

a) MSME Units located inside the Tamil Nadu state registered under UDYAM portal for the tendered item (by clearly mentioning the 5-digit NIC code).
b) Departments of the Government of Tamil Nadu.
c) Undertakings and Corporations owned by the Government of Tamil Nadu.
d) Labour Contract Co-operative Societies.

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

Those tenderers including State Government, Public Sector Undertakings who are exempted from payment of EMD shall have to pay as penalty an amount equivalent to EMD along with costs if any, in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract.

Others viz. Central and other State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

The tenderers shall upload the audited attested copy of Profit and Loss account, Balance Sheet along with the proof for exemption from payment of EMD in order to ensure the MSME status of the firm based on the Annual Turnover and the investment held in Plant and Machinery for extending exemption from paying EMD.

In case the investment held by the tenderer in Plant and Machinery and annual turnover as per their financial statement of Accounts exceeds the prescribed limits, the General Manager, District Industries Centre concerned will be requested to verify the MSME status of the firm. If confirmation of MSME status is requested from the General Manager, District Industries Centre (DIC), the bidder shall not be eligible for EMD exemption.

Government of India, Ministry of MSME, vide notification No.S.O.2119(E) dated 26.06.2020 notified certain composite criteria for classification of enterprises as Micro, Small and Medium Enterprises (MSMEs) and insisted Udyam registration in Udyam Registration Portal to obtain an e-certificate Viz. Udyam Registration certificate based on calculation of turnover and calculation of investment. The above notification and its amendments from time to time may be adhered by the tenderers and TNGECL will adopt the guidelines issued therein in during the evaluation of bids submitted by the tenderers.

An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria:

a) A micro enterprise, where the investment in plant and machinery or equipment does not exceed 2.5 crore rupees and turnover does not exceed ten (10) crore rupees.
b) A small enterprise, where the investment in plant and machinery or equipment does not exceed 25 crore rupees and turnover does not exceed 100 crore rupees.
c) A medium enterprise, where the investment in plant and machinery or equipment does not exceed 125 crore rupees and turnover does not exceed Five hundred crore rupees.

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 or PEMD 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 C, failing which offer will be rejected.**

10.6. 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 expiry of the Bid Validity Period.

10.7. The Successful Bidder's Bid Security will be returned, without any interest, upon the Selected Bidder furnishing the Performance Bank Guarantee in accordance with Clause 11 of this RfS.

10.8. The Bid Security shall be encashed by TNGECL in 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 PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 24 of the RfS.

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 Bidder fails to furnish required PBG in accordance with Clause 11 of the RfS.

**Bids submitted without Bid Security (including partial submission) except for bidders having PEMD or fall into the category of Micro and Small under UDYAM Registration, will be summarily rejected by TNGECL.**

## 11. Performance Bank Guarantee (PBG):

11.1. The Bidder selected by TNGECL, based on this RfS shall submit within 30 days from date of issuance of LOA, the Performance Bank Guarantee in the form of an unconditional and irrevocable Bank Guarantee for a sum equivalent to INR 10 (ten) Crores in the form set forth as per Format 7.3B kept valid for a period of 12 months from SCOD.

11.2. The PBG shall be submitted in the name of "Tamil Nadu Green Energy Corporation Limited".

11.3. 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.

11.4. Upon receipt and after successful verification of the PBG, the Bid Security shall be returned by TNGECL to the Successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the Developer.

11.5. 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).

11.6. 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.

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

11.8. The PBG shall be returned to the Developer within 180 days from the successful commissioning of the Project, after considering any liquidated damages due to delays in commissioning.

**12. Power Purchase Agreement (PPA)**

12.1. Power Purchase Agreement (PPA) to be executed between TNGECL and the Successful Bidder, shall be provided by TNGECL along with this RfS. TNGECL will act as an intermediate power procurer and bid management coordinator.

12.2. The Successful Bidder shall sign the PPA within 60 days from the date of issue of Letter of Award (LoA) or within 10 days of adoption of tariff whichever is earlier. The PPA shall be valid for a period of 25 years from the SCOD of the proposed Project based on the terms, conditions and provisions of the RfS.

12.3. Before signing of PPA between TNGECL and the Selected Bidder, TNGECL will verify the documents furnished by the Bidder at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents.

12.4. The Successful Bidder will have to submit the required documents to TNGECL within 20 days from the issue of LoA. 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 PPA. Effective Date of the PPA shall be the date of signing of PPA.

**13. Payment Security Mechanism**

**13.1.** The Payment Security Mechanism will be implemented through PRAAPTI (Payment Ratification and Analysis in Power Procurement for Bringing Transparency in Invoicing of Generators) Portal, developed by the Ministry of Power, Government of India.

13.2. The Developer shall ensure registration on the PRAAPTI Portal (https://praapti.in) and maintain an active profile for uploading and monitoring invoices and payment status related to power supplied under this RfS.

**14. Modifications in Controlling Shareholdings**

14.1. 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 PPA with TNGECL.

14.2. No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

14.3. 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 PPA), insolvency, insanity of existing shareholders.

iv. Transfer of shares to IEPF.

v. Issue of Bonus Shares.

14.4. In case of Project being executed through SPV, the successful bidder, if being a single company, shall ensure that its shareholding in the SPV/Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (Three) years from the Commissioning of entire capacity. In the event the successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (Three) years from SCOD of the project. Any change in the shareholding after the expiry of 3 years from the SCOD shall be subject to approval of TNGECL.

14.5. In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of at least 51% of the voting shares of such Company or right to appoint majority Directors), till 3 (three) year after the SCOD. 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 from the SCOD shall be subject to approval of TNGECL.

14.6. 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 from the SCOD shall be subject to approval of TNGECL.

14.7. In the event of Change in Shareholding as above in Clause 14.4, 14.5 and 14.6/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA 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.

14.8. The Concessionaire shall be required to ensure that at least one shareholder of the SPV holding not less than twenty-six percent (26%) of the equity share capital continues to meet the Technical Eligibility stipulated in Clause 23.9 of RfS during the Concession Period.

14.9. 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 14.4, 14.5, 14.6 and 14.8.

## 15. Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

15.1. The Bidder including its Parent, Affiliate or Ultimate Parent shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated in Annexure **- A**. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

i) Covering Letter as per Format 7.1.

ii) In case of a Bidding Consortium, a Power of Attorney in favor of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 7.2.

iii) In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are following the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

iv) Bid Security as per Format 7.3A or proof of online payment towards payment of Bid security.

v) Performance Guarantee (to be submitted before signing of PPA as specified in Clause 11 in the form of Format 7.3 B

vi) Undertaking in Lieu of Payment of EMD to be furnished as per Format 7.3 C

vii) 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 or the Lead Member of the Consortium, as the case may be, in favor of the person signing the response to RfS and in the event of selection of the Project and to sign the PPA with TNGECL. Board Resolution from each of the Consortium Members in favor of the person signing Consortium Agreement.

B. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

C. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified or the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

viii) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 7.5 along with Board resolution from each Member of the Consortium for participating in Consortium.

ix) 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.

x) Format for Financial Requirements as per Format 7.6 along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

xi) Undertaking regarding no willful default and no major litigation pending as per Format 7.7.

xii) A disclosure statement as per Format 7.8 regarding participation of any related companies in the bidding process.

**xiii)** Format for Technical Criteria as per Annexure I **to Format 7.8**

## DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 6/18/2019-PPD dated 23.07.2020
(To be submitted on the Letter Head of the Bidding Company/Each Member of Consortium)
Ref. No. Date:
From: *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. :
Fax :
E-mail address :
To
The Chief Engineer /NCES,
**Tamil Nadu Green Energy Corporation Ltd**,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org

Sub: Response to RfS No._____ dated _____ for the _____*(Insert title of the RfS)*.

Dear Sir/ Madam,
This is with reference to attached order vide OM no.6/18/2019-PPD dated 23rdJuly 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:
"l have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."
We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the day of ,2025.

Thanking you,

We remain,
Yours faithfully,

Encl: OM dated 23.07.2020,as referred above

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

xiv) **Format 7.9** (to be filled out separately for each Project).

xv) Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the implementation of ALMM Order as per Format 7.10.

xvi) Break-up of the Preliminary Estimate of Cost of Project as per Format 7.11 (separately for each Project).

xvii) Attachments:

i) In case Bidding Entity is a company, 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/ Wind and Solar Development

ii) 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 PPA, if the Bidder is selected as Successful Bidder.

iii) In case Bidder or a Bidding Consortium is a Company, the Bidder or all member companies of Bidding Consortium shall submit its Certificate of Incorporation

iv) 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. 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 timelines.

v) 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.

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

vii) Certificate from Chartered Accountants/ Appropriate Authority, certifying the Net worth of the Bidder.

**16. Non-Responsive Bid**

16.1. 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.

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.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

**17. Submission of Bid**

17.1. No documents will be accepted through Offline mode except the physical Bank Guarantee towards Bid Security before techno-commercial bid opening.

17.2. 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 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 capacity charge (INR/kWh)) for the Project 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.

**17.3. Important Note:**

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

ii. In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.

iii. There can be only one tariff for the combined project applied for. If the Bidder quotes two tariffs or combination thereof for the project, then the bid shall be considered as non- responsive.

iv. Tariff to be quoted in the Financial Bid shall be exclusive of GST. GST levied on the Project, if any, shall be passed through to the TNGECL.

v. In the event of any discrepancy between the values entered in figures and in words, the values entered in words only prevails.

vi. Tariff should be in Indian Rupees in whole numbers only (upto two decimal places allowed).

vii. Conditional proposal shall be summarily rejected.

**18. Validity of the Bid**

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

**19. Bid Preparation Cost**

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

**20. Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments**

20.1. Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through letter addressed to CE/NCES.

Chief Engineer/NCES, TNGECL
NPKRR Maaligai, 10th Floor Western wing,
144, Anna Salai,
Chennai – 600 002.
Ph: 9444060167.
Email: cences@tnebnet.org

20.2. 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 in TNPDCL website and TN Tender website. If necessary, amendments, clarifications, elaborations shall be issued by TNGECL which will be notified on TNTENDERS portal. No separate reply/ intimation will be given for the above, elsewhere.

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

20.4. 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.

**21. Right of TNGECL to Reject a Bid**

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.

**22. Post Award Compliances**

Timely completion of all the milestones i.e., signing of PPA, achieving Financial Closure Requirements on/before the Scheduled Financial Closure Date, SCOD etc. will be the sole responsibility of the Developer. TNGECL shall not be liable for issuing any intimations/ reminders to the Developer for timely completion of milestones and/ or submission of compliance documents.

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

# Section 4 : Qualification Requirements for Bidders

Shortlisted Bidders will be based on following Criteria:

**23. General Eligibility Criteria**

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

23.2. The Bidder must fall under either of the following categories:

i. Any company as per Companies Act, 2013 or foreign companies (LLP are not permitted)
ii. Consortium of up to two members including the lead member is permitted. Equity participation of members to be in line with consortium members. Controlling shareholding shall not change up to SCOD.
iii. Foreign Companies to form an SPV under Companies Act 2013 if declared as the successful Bidder

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.

23.3. The Consortium detailed above should satisfy the conditions for Consortium stipulated below:

i) A Consortium shall not have more than two members including the Lead Member.
ii) Each consortium member shall hold at least 26% (twenty-six percent) in the consortium and equity share capital in the SPV.
iii) The credentials of the previous consortium shall not be claimed by any member of consortium in his individual capacity to fulfill the BQR condition for the works not done by them.
iv) Any member of the consortium shall not participate in the bidding in their individual capacity or as a member of another consortium.
v) PPA between TNGECL and the consortium shall be signed by all the members of the consortium.
vi) One of the members in the consortium shall be nominated as the leader /lead member of the consortium and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the members. A certified copy of the Company Secretary or legal manager to the respective member shall be attached and uploaded as evidence of authentication.

vii) The consortium shall furnish an undertaking, jointly executed, for the successful commissioning and performance of the works to be executed along with bid document and in such case consortium members shall be jointly and severally liable to TNGECL to perform all the contractual obligations. The agreement in such case, should have been executed prior to the date of bid opening and uploaded along with the bid. The leader and the members shall sign in the agreement.

viii) The consortium agreement in original, duly certified by a Notary Public confirming the intent of all the members to form the consortium should be uploaded along with the bid. It should also distinctly show the financial participation of each member of the consortium, scope of work and responsibilities of each member as regard to planning, execution and performance guarantee of the work under the entire scope of contract between TNGECL and the consortium.

ix) The lead member of the consortium shall abide by the general terms and conditions specified by TNGECL and agreed notes/minutes discussed and signed during subsequent meetings. The bid shall be signed by all the members of the consortium, or each member of the consortium shall issue a separate letter authorizing the leader of the consortium to sign the bid on their behalf.

x) All the members of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the terms and conditions of the contract and statement to this effect shall be included in the Consortium agreement as well as in the contract document.

xi) There shall be no conditional offer in the consortium agreement with regard to this work.

xii) The lead member of the consortium shall be the Bidder and is the only one who will be authorized to receive instructions for and on behalf of the consortium, primarily responsible for the total execution of the contract including all contractual obligations and receipt of payment due in accordance with the provisions of the contract.

xiii) The payment for Bid Security should be in the name of Sole Bidder/ Lead member of Consortium only and bids not confirming shall be summarily rejected.

xiv) Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged.

xv) The Bidding entity shall commit that each members whose credential for Technical Eligibility or Financial Eligibility has been submitted for the evaluation under this RfS shall not change its shareholding in the SPV up to the SCOD. Any change in shareholding beyond the SCOD shall be subject to Clause 14.4, Clause 14.5, Clause 14.6 and 14.8.

23.4. 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 PPA. 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.

In case the foreign company participating as a member of consortium, Clause 15.1 (iii) of the RfS shall be applicable.

23.5. In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

i) Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority (as defined in the OM as referred above).

ii) "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

iii) "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
   a) An entity incorporated, established or registered in such a country; or
   b) A subsidiary of an entity incorporated, established or registered in such a country; or
   c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d) An entity whose beneficial owner is situated in such a country; or
   e) An Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or
   g) A consortium where any member of the consortium falls under any of the above.

iv) In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.7 of the RfS.

v) Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto

23.6. Limited Liability Partnership (LLPs) are not eligible for participation

23.7. 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 PPA.

23.8. 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 including any Consortium Member & 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 7.7 of the RfS.

**Technical Eligibility Criteria**

23.9. The Bidder must have experience of having successfully completed at least one grid connected (1) Solar project having a minimum capacity of 3.5 MW (or) (2) Wind project having a minimum capacity of 3.5 MW (or) (3) Solar/Wind Hybrid project having a minimum capacity of 3.5 MW (or) (4) Sub-station of at least 33 kV voltage level, subject to conditions below:

i) These projects should have been successfully commissioned no earlier than ten (10) years prior to the date of bid submission.

ii) The plant should have been under operation for at least 6 months prior to the date of bid submission. The bidder shall submit the necessary documentary evidence as proof of successful completion and operation of such referred plant from the Statutory Auditor along with the bid.

iii) In case of the Bidder being a Bidding Consortium, then the Technical Eligibility Criteria could be met by any of the consortium members. However, only one Member shall be permitted to act as the Technical Member, and such Member must independently meet the complete Technical Eligibility requirements laid out in this Clause. Such member in the consortium shall hold-up equity share capital not less than 26% (twenty-six percent) of the SPV for eligibility.

iv) The Bidder shall meet the Technical Eligibility Criteria through a single project; the experience of the Affiliate of the Technical Member would also be eligible for meeting the Criteria.

v) In case the qualifying Project has been undertaken in a joint venture/ consortium by the Technical Member, then the minimum shareholding of the Technical Member in

such joint venture/ consortium/ SPV should not be less than 26% to be eligible for qualification.

vi) In case the strength of an Affiliate is being used for meeting the above technical eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in upto SCOD of the Project.

## 24. Financial Eligibility Criteria

### 24.1. Net-Worth/Asset Under Management (AUM) or Investible Funds

The Net-Worth of the Bidder for the financial year ended on the last day of the previous financial year i.e. FY 2024-25 or as on the day at least seven days before the bid submission deadline shall be at Rs 45,00,00,000/- (Rupees Forty-Five Crores). In case of foreign companies, the applicable financial year shall be as per the applicable laws of the country of Incorporation.

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 or consortium, subject to the following conditions:

i) Net-Worth of any of the bidding company or consortium members shall not be negative.

ii) Net-Worth of those Affiliate in which Bidders/Consortium Members have at least 51% (fifty percent) control shall be considered only if such Affiliate undertakes 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.

### 24.2. Liquidity Criteria

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

An average of annual turnover over the last three years from the previous financial year i.e FY 2024-25 or as on the day at least seven days before the bid submission deadline of Rs

60,00,00,000/- (Rupees Sixty Crores). 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.

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

24.4. 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 Section 4. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

24.5. A Company/Consortium 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.

24.6. 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 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.

24.7. For meeting the 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.

24.8. 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 24.7.

24.9. 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 upto COD of the Project.

24.10. The UDIN should be mentioned in the chartered accountant 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.**

# Section 5 : Bid Evaluation

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.

**25. Techno – Commercial Evaluation of Bidders (Step -1)**

25.1. The first envelope (Technical Bid submitted online) of only those bidders will be opened by TNGECL whose required documents as mentioned at Clause 15 of the RfS are received by TNGECL. For e.g., if the online bid submission deadline is _____, the online bid opening will be conducted at _____. In case of the above deadline being a holiday, the bids will be opened on the next working day.

25.2. Subject to Clause 15 of the RfS, TNGECL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the Clause 23 & 24 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 rejection of any bid on account of the above.

25.3. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per Clause 23 & 24 of this RfS.

**26. Financial Bid Evaluation (Step – 2)**

26.1. 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.

26.2. 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 PPA. 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.

26.3. In this step, evaluation will be carried out based on the tariff quoted by the Bidders.

26.4. 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.

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

After financial bid opening and evaluation, Bidders shall be ranked based on their quoted First Round Tariff — with the lowest tariff being assigned the highest rank (L1), followed by the next lowest (L2), and so on.
An illustrative example of the ranking methodology is as follows

| **Bidder** | **Submitted Financial Bid** | **Ranking** |
|---|---|---|
| B4 | ₹3.00/kWh | L1 |
| B6 | ₹3.20/kWh | L2 |
| B2 | ₹3.40/kWh | L3 |
| B7 | ₹3.40/kWh | L4 |
| B5 | ₹3.50/kWh | L5 |
| B1 | ₹3.70/kWh | L6 |
| B3 | ₹3.82/kWh | L7 |
| B8 | ₹3.91/kWh | L8 |

**27. Reverse Auction (Step – 3)**

27.1. 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. The total eligible bidders for the Project for reverse auction shall be decided based on the L1 + 2% (₹/kWh) after ranking by tariff.

27.2. 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.

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

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

b. 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.

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

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

e. In the Bidder's bidding window, the following information can be viewed by the Bidder:

   i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.

   ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity

f. The initial auction period will be of 2 hours with a provision of auto extension by 10 (ten) minutes from the scheduled/ extended closing time. If no such change as described above is effected during the last 10 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

27.4. All the short listed bidders have to participate in the e-reverse auction or else, TNGECL reserves the right to take further action as deemed fit.

**28. Selection of Successful Bidder**

28.1. 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

28.2. 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.

28.3. 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.

The Letter of Award shall be issued to Successful Bidder selected as per the provisions of this RfS. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

28.4. 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.

28.5. In all cases, TNGECL 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.

**29. Letter of Award**

29.1. At the end of the selection process, a Letter of Award (LoA) will be issued to the Successful Bidder for the Project. In case of a Consortium being selected as the Successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.

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

29.3. 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.

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

29.5. 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.

29.6. The PPA signing date shall be within 60 days from the date of issuance of LoA or 10 days from TNERC approval whichever is earlier. Otherwise, the awarded capacity shall stand cancelled.

29.7. Adoption of tariff identified through this tender is subjected to approval of Hon'ble TNERC.

# Section 6 : Definitions of Terms

Following terms used in the document will carry the meaning and interpretations as described below:

1. **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly,

   i. controls, or

   ii. is controlled by, or

   iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one company of at least 51% (fifty one percent) of the voting rights of the other company.

2. **"Bidder" or "Bidding Entity"** shall mean Bidding Company or a Bidding Consortium submitting the bid. Any reference to the Bidder includes Bidding Company/Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
3. **"Bidding Consortium" or "Consortium"** shall mean the reference to the group of Bidders or Bidding Entities, each being a Member in a Bidding Consortium, if the Bid has been submitted jointly by more than one Bidder.
4. **"Capacity Utilisation Factor (CUF)"** shall have the same meaning as provided in CERC (Terms & Conditions for tariff determination from renewable energy sources) Regulations, 2009 as amended from time to time. However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Year, if 'X' MWh of energy has been metered out at the Interconnection Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%.
5. **"Chartered Accountant"** for bidders or its Parent, Affiliate or Ultimate Parent incorporated in India, "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949; For bidders 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.
6. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable.

7. **“Commissioning”** with respect to the Project/ Unit as certified by TNGECL shall mean when all equipment’s as per rated capacity has been installed and energy has flown into the grid.
8. **“Control”** shall mean holding not less than 51% of voting rights or of paid-up share capital.
9. **“Controlling shareholding”** shall mean not less than 51% of the voting rights or paid-up share capital in the Company/Consortium.
10. **“Day”** shall mean calendar day.
11. **“Effective Date”** -This agreement shall come into effect from the date of signing of PPA by successful Bidder and TNGECL.
12. **"Financing Documents"** mean the documents entered/to be entered into between the Developer and the parties financing the project.
13. **Financial Closure** means the stage at which the Wind-Solar Combined Power Developer has secured 100% of the funding required for the Project, through a combination of debt and equity, as confirmed by legally binding commitments from lenders and equity investors. It includes submission of certificates from financing institutions and evidence of procurement arrangements for key project components.
14. **“Installed Capacity”** Shall mean 34.75 MW (Wind – 18.75 MW and Solar – 16 MW) which is the capacity contracted with TNGECL for supply by the Developer to TNGECL at the Interconnection Point.
15. **“Interconnection Point”** shall mean the point at the specified voltage level where the Project is connected to the grid at the designated substation, in accordance with substation configuration provided therein
16. **“Lead Member of the Bidding Consortium”** or **“Lead Member”**: There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium, which cannot be changed till 1 year from the Commercial Operation Date (CoD) of the Project.
17. **“Letter of Award” or “LOA”** shall mean the letter issued by Tamil Nadu Green Energy Corporation Limited (TNGECL)to the Selected Bidder for award of contract.
18. **“Member in a Bidding Consortium” or “Member”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company. “
19. **“Month”** shall mean calendar month.
20. **“Net-Worth”** means the Net-Worth as defined in Section 2 of the Companies Act 2013.
21. **“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

22. **“Parent”** means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
23. **"Part Commissioning"** shall mean the commissioning of atleast 50% of the Installed Capacity prior to the SCOD
24. **“Performance Bank Guarantee”** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful Bidder as per Section 2.10.
25. **“PPA”** shall mean the Power Purchase Agreement signed between the successful Bidder and TNGECL according to the terms and conditions of the standard PPA enclosed with this RfS.
26. **“PPA Tariff”** shall mean the tariff mentioned in the Power Purchase Agreement signed between the Developer and TNGECL
27. **“Project”** shall mean a wind-solar combined power plant to be established by the successful Bidder comprising of number of units at multiple sites, and The Project shall include all associated infrastructure such as civil works, buildings, plant and machinery, wind turbine generators (WTGs), solar photovoltaic modules, inverters, balance of system (BoS), switchgear, transformers, metering equipment, protection systems, monitoring and control systems, communication facilities, and any other ancillary equipment and facilities required for generating, evacuating, and delivering electricity to TNGECL at the designated Interconnection Point for the each sites mentioned in Clause 3.2 in accordance with the terms of the Agreement.
28. **“Project Sites”** (individually referred to as “Project Site”) shall mean the sites mentioned in Clause 4
29. **“RfS Document”** shall mean the bidding document issued by TNGECL including all attachments, clarifications and amendments thereof.
30. **“SCOD” or “Scheduled Commercial Operation Date”** with respect to the Project shall mean the date on which the Project / Unit is fully commissioned (certified by TNGECL) and available for commercial operation.
31. **Scheduled Financial Closure Date**: The Project shall achieve Financial Closure by the date as on 180 days prior to the SCOD. (For e.g. if SCOD of the Project is 25.11.2025, then scheduled Financial Closure date shall be 25.05.2025)
32. **“Selected Bidder or Successful Bidder or Wind-Solar Combined Power Developer** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA
33. **“SLDC”** means the State Load Dispatch Center as notified by the State Government.
34. **“TNERC**” shall mean Tamil Nadu Electricity Regulatory Commission.

35. **"TNTENDERS"** shall mean the website for online bid submission (https://tntenders.gov.in/nicgep/app).

# Section 7 : Forms & 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 Section 4 and other submission requirements specified in the RfS.

## Format 7.1

## Covering Letter

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

Ref. No. Date:
From: *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. :
Fax :
E-mail address :

To
The Chief Engineer /NCES,
**Tamil Nadu Green Energy Corporation Ltd**,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org

Sub: Response to RfS No._____ dated _____ for_____*(Insert title of the RfS).*

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 standard PPA for availability of Installed Capacity for the Term of the PPA to TNGECL, 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 7.8 under Disclosure)

We also confirm that we are including our Ultimate Parent Company/ Parent Company/ Affiliate, directly or indirectly have not submitted response to RfS more than cumulative capacity of 34.75 MW, including this response to RfS.

i. We give our unconditional acceptance to the RfS, dated…….....[Insert date in dd/mm/yyyy], standard PPA documents attached thereto, issued by TNGECL in token of our acceptance to the RfS and PPA 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 PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 8 of the RfS.

ii. Bid Security: (Please read Clause 10 carefully before filling) We have enclosed Bid Security of INR ……. (Insert Amount), in the form of Bank Guarantee no…..... [Insert bank guarantee number] dated .....[Insert date of bank guarantee] as per Format 7.3A from …… [Insert name of bank providing bank guarantee] and valid up to…….in terms of Clause No. 9 of this RfS. The total capacity of the Wind-Solar Combined Power Project offered by us is 34.75 MW.

iii. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the Project, within due time as mentioned in Clauses 10 and 11 of this RfS on issue of LOA by TNGECL for the selected Project and/or we are not able to sign PPA with TNGECL within the timeline as stipulated in the RfS for the Project, TNGECL shall have the right to take action as per provisions of Format-7.3A of the RfS

iv. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

v. 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 from the provisions of the RfS and also waive and withdraw all claims in respect of this process.

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

vi. Familiarity with Relevant Indian Laws, Regulations and Orders: We confirm that we have studied the provisions of the relevant Indian Laws, Regulations and Order issued by judicial bodies as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

vii. 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 subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with TNGECL, committing total equity infusion in the SPV as per the provisions of RfS.

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

ix. 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.

x. 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

xi. 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].

xii. Contact Person
Details of the representative to be contacted by TNGECL are furnished as under:
Name: ……
Designation: …….
Company: …….
Address: …….
Phone No. : …….
Mobile Nos. : ……
E-mail address: …….

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

Dated the ____ day of

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

## FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)
(To be provided by each of the other members of the Consortium in favor of the Lead Member)
(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at ……..……and M/s……..…. having its registered office at....., *(Insert names and registered offices of all Members of the Consortium)* the Members of Consortium have formed a Bidding Consortium named ……. *(insert name of the Consortium if finalized)* (hereinafter called the 'Consortium') vide Consortium Agreement dated…….…… and having agreed to appoint M/s……..…as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s…….……..a company incorporated under the laws of ……..……and having its Registered/ Head Office at ……..…….as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No……..

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

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

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding, and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s....., as the Member of the Consortium have executed these presents on this day of under the Common Seal of our company.

For and on behalf of Consortium Member

M/s…….

(Signature of person authorized by the board)
(Name:
Designation:

Place:
Date:)

Accepted

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

Attested

(Signature of the executants)

(Signature & stamp of Notary of the place of execution)
Place:
Date:

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.

## Format 7.3A

## 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 **[Insert name of the Bidder]** (hereinafter referred to as the *"Bidder"*) submitting its response to the Request for Selection (RfS) inter alia for ……..[*Insert title of the RfS*] of the capacity of _____ MW [Insert cumulative Project capacity proposed] for offering power on long term basis, 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 up to and not exceeding Rupees **2,00,00,000/- (Rupees Two Crore 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 validity date as per Clause 10 of the 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 total liability under this Guarantee is restricted to **INR 2,00,00,000/- (Rupees Two Crore Only)**. Our Guarantee shall remain in force until [Insert validity date as per Clause 10 of the RfS].

TNGECL shall be entitled to invoke this Guarantee till [insert date of validity in accordance with Clause No. 10 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 above-mentioned 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 herein, the Bank's liability is limited to **INR 2,00,00,000/- (Rupees Two Crore Only)**, and the Guarantee shall remain in force until **[Insert validity date as per Clause 10 of the 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 B

## FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

*(To be submitted Separately for each Project)*
*(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 'selected Wind-Solar Combined Power Developer) submitting the response to RfS inter alia for …… *[insert title of the RfS]* of the capacity of 34.75 MW, at ……..… *[Insert name of the place]*, in response to the RfS dated.....issued by Tamil Nadu Green Energy Corporation Limited (hereinafter referred to as TNGECL) being the implementing agency and Tender Process Manager which has been formed consequent to restructuring of TANGEDCO into separate Generation and Distribution company as per G.O(Ms.) No.7 dt. 24.01.2024. TAMIL NADU GREEN ENERGY CORPORATION LIMITED (TNGECL) has been formed under the Companies Act 2013 by integrating Renewable Energy wing of TANGEDCO and merger of Tamil Nadu Energy Development Agency (TEDA) with the new company. 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 Project of the Wind-Solar Combined Power Developer and issuing Letter of Award No. to *[Insert Name of selected Bidder]* as per terms of RfS and the same having been accepted by the selected Wind-Solar Combined Power Developer resulting in a PPA to be entered into, for procurement of capacity [from selected Bidder 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 10th Floor, NPKRR Maaligai, 144, Anna Salai, Chennai -02, 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 Developer / Project Company]*

i. 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).

ii. 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.

iii. 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, or at branch located Chennai-02 in order to make the said payment to TNGECL.

iv. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the selected 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.

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

vi. 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.

vii. 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.

viii. 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 Developer/ Project Company, to make any claim against or any demand on the selected Developer/ Project Company or to give any notice to the selected 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 Developer / Project Company.

ix. This BANK GUARANTEE shall be effective when the confirmation in this regard by the issuing Bank is received by TNGECL.

x. The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to TNGECL and may be assigned, in whole or in part, (whether absolutely or by way of security) by TNGECL to any entity to whom TNGECL is entitled to assign its rights and obligations under the PPA.

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:
…….

Signature:
Name and Address:

…….

Signature:
Name and Address:

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

## Format 7.3 C

## 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 RESOLUTIONS

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

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 *[insert title of the RfS]*, 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 or the Lead Member of the Consortium)*

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. *(To be provided by the Bidding Company)*
[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

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

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

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit *(specified for the Lead Member in the Consortium Agreement)* to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated.....executed by the Consortium as per the provisions of the RfS. *[To be passed by the Lead Member of the Bidding Consortium]*

NOT USED

Certified True Copy

---

(Signature, Name and Stamp of Company Secretary)

Notes:

i. This certified true copy should be submitted on the letter head of the Company, signed by the Company Secretary/ Director.

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

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

## Format 7.5

## FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this Day of Two Thousand between M/s [Insert name of Lead Member] a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member- 2", which expression shall include its successors, executors and permitted assigns), M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of PPA (in case of Award), against RfS No. dated issued by Tamil Nadu Green Energy Corporation Limited (TNGECL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at No.144, NPKRR Maaligai, Anna Salai, Chennai-600 002.

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

WHEREAS TNGECL desires to purchase Power under RfS for (insert title of the RfS).

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

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

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

The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

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

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

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid-up share capital) in the Project Company developing the Project shall be maintained upto SCOD of the Project.

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

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

Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Chennai alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

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

It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the PPA and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by TNGECL

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

It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of TNGECL

This Agreement has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member.

sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and may not be amended or modified except in writing signed by each of the Members and with prior written consent of TNGECL.

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

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

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

Signature: Signature:

Name: Name:
Address: Address:

For M/s [Member2]
(Signature, Name &Designation of the person authorized vide Board Resolution Dated)

Witnesses:
Signature: Signature:
Name: Name:
Address: Address:

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

Signature: Signature:
Name: Name:
Address: Address:

Signature and stamp of Notary of the place of execution

## Format 7.6

## FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No. Date:
From: *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. :
Fax :
E-mail address :
To
The Chief Engineer /NCES,
**Tamil Nadu Green Energy Corporation Ltd**,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org

Sub: Response to RfS No._____ dated _____ for_____*(Insert title of the RfS)*.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth/AUM criteria, by demonstrating a Net Worth/AUM of Rs Cr.
(…….in words) as on the last date of Financial Year 2024-25 or as on the date at least 7 days prior to the bid submission deadline (Strikeout wherever not applicable).
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 Bidding Company | Name of Affiliate(s) whose net worth is to be considered | Relationship with Bidding Company* | Net Worth/AUM (In Rs. Crore) |
|---|---|---|---|
| Company 1 | | | |
| | | | |
| | | | |
| Total | | | |

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of 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.

Exhibit(ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately) Name of Member: [Insert name of the Member]

Net Worth/AUM Requirement to be met by Member in Proportion to the Equity Commitment: INR Crore (Equity Commitment (%) * Rs. [ ] Crore)

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

| Name of Consortium Member Company | Name of Affiliate(s) whose net worth/AUM is to be considered | Relationship with Bidding Company* (If any) | Net Worth/AUM (in Rs. Crore) | Equity Commitment (in %age) in Bidding Consortium | Committed Net Worth/AUM (in Rs. Crore) |
|---|---|---|---|---|---|
| Company 1 | | | | | |
| | | | | | |
| Total | | | | | |

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of 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

(Signature & Name of the Authorized Signatory) (Signature and Stamp of CA) Date:

Membership No.
Regn. No. of the CA’s Firm:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.
Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed incomplete form along with all the Notes to Accounts.
The UDIN should be mentioned in the chartered accountant certificate and audited statement of annual accounts to be uploaded as documentary evidence to comply the financial criteria.

## Format 7.7

## UNDERTAKING

(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, including any Consortium Member & 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)

## Format 7.8

## FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref. No. Date:
From: *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. :
Fax :
E-mail address :
To
The Chief Engineer /NCES,
**Tamil Nadu Green Energy Corporation Ltd**,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org

Sub: Response to RfS No._____ dated _____ for_____*(Insert title of the RfS)*.

Dear Sir/ Madam,

We here by declare and confirm that only we are participating in the RfS Selection process for the RfS and that our Parent, Affiliate or Ultimate Parent with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LOA/PPA as applicable, we, i.e. M/s (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by TNGECL for a period of 2 years from the date of default as notified by TNGECL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.
We further declare that we have read the provisions of the RfS and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl.11of the OM, including subsequent amendments and clarifications thereto.

Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that incase of us being selected under this RfS, any of the above certificates is found false, TNGECL shall take appropriate action as deemed necessary.

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.

## Annexure I to Format 7.8
## DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 6/18/2019-PPD dated 23.07.2020
(To be submitted on the Letter Head of the Bidding Company/Each Member of Consortium)
Ref. No. Date:
From: *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. :
Fax :
E-mail address :
To
The Chief Engineer /NCES,
**Tamil Nadu Green Energy Corporation Ltd**,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org

Sub: Response to RfS No._____ dated _____ for the _____*(Insert title of the RfS)*.

Dear Sir/ Madam,
This is with reference to attached order vide OM no.6/18/2019-PPD dated 23rdJuly 2020 issued by Department of Expenditure, MoF, Govt of India.
We are hereby submitting the following declaration in this regard:
"l have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."
We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the day of ,2025.

Thanking you,

We remain,
Yours faithfully,

Encl: OM dated 23.07.2020,as referred above

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

## Format 7.9

## FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/Lead Member of Consortium) (To be Submitted Separately for each Project)

Ref. No. Date:
From: *(Insert name and address of Bidding Company/ Lead Member of Consortium)*
Tel. :

Fax :

E-mail address :

To
The Chief Engineer /NCES,
**Tamil Nadu Green Energy Corporation Ltd**,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org

Sub: Response to RfS No._____ dated _____ for_____*(Insert title of the RfS)*.

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause 3.4 of PPA under the title "Financial Closure" that the following details shall be furnished within 6 (six) months from Effective Date of the PPA.
Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS.

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 7.10

## 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)

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]

We understand that the List – I (Solar PV Modules) of ALMM Order, Annexure – I of the OM, issued by MNRE on 10th March 2021, List – II (Solar PV Cells) of ALMM Order, Annexure – I of the OM, issued by MNRE on 31st July 2025 and Wind Turbine Models included in the ALMM-Wind, issued by MNRE on 10th February 2026, will be updated by MNRE from time to time.

We also understand that the Modules, Cells and Wind Turbines to be procured for this project, shall be from the List – I, List – II and Wind Turbine Models included in the ALMM order applicable on the date of invoicing of such modules, cells and wind turbines.

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/RLMM Order, including those mentioned above.

The details of SPV modules installed at the site are as follows: Make, capacity, quantity and S. No of each module to be mentioned

Name:
Designation:
Organization:
Date:

(Signature and Stamp)

## Format 7.11

## PRELIMINARY ESTIMATE OF COST OF THE PROJECT

Project Capacity …….MW/……MWh
Location: …….

Bidder may use any format to provide the break-up of the project cost including the Revenue realisation accounted for the old/Scrap Wind Mills owned by TNGECL.

Dated the _day of20….

Thanking you,

We remain,
Yours faithfully,

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

# Annexure - A

**Instructions for Online Bidding**

Website for online bid submission: https://tntenders.gov.in/nicgep/app
Service Provider: **National Informatics Centre**

**INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS REVERSE BIDDING IN'E-TENDER'**

Bidders are requested to read these instructions and terms & conditions before submitting their online tenders.

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**:

The Bidders are required to submit soft copies of their Bids electronically on the Tamilnadu Government E-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the Tamilnadu Government E Procurement Portal.

More useful information for submitting online Bids on the Tamilnadu Government E-Procurement Portal may be obtained at: https://tntenders.gov.in/nicgep/app

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

(i) By clicking on the link "Online Bidder Enrolment" on the Tamilnadu Government E -Procurement Portal which is free of charge.
(ii) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
(iii) 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 Tamilnadu E Procurement Portal.
(iv) 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 /e Mudhra, etc.), with their profile.
(v) 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.
(vi) 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:**

(i) There are various search options built-in the Tamilnadu 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 TAMILNADU GOVERNMENT E-PROCUREMENT Portal.

(ii) 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 TAMILNADU GOVERNMENT E- PROCUREMENT Portal to intimate the Bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

(iii) 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:**

(i) Bidder should consider any corrigendum published on the tender document before submitting their Bids.

(ii) Please go through the Bid document carefully to understand documents required to be submitted as part of the Bid. Any deviations from these may lead to rejection of the Bid.

(iii) 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.

(iv) 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 made 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 techno-commercial documents required and SCHEDULE OF PRICE/BOQ. 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 acknowledgement of Bid submission.

**E. PROCEDURE FOR SUBMISSION OF BIDS:**

i) 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.

ii) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the Bid document.

iii) Bidder has to select the payment option as "offline" to pay the tender fee / Bid Security as applicable and enter details of the instrument.

iv) Bidder should prepare and submit the Bid Security as per the instructions specified in the Bid document.

v) Bidders are requested to note that they should necessarily submit their price 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 coloured (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.

vi) 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.

vii) All the documents being submitted by the Bidders would be encrypted 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.

viii) The uploaded Bid documents become readable only after the tender opening by the authorized Bid openers

ix) Upon the successful and timely submission of Bid (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.

x) 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.

xi) In all cases, Bidders should use their own ID and Password along with Digital Signature certificate at the time of submission of their Bid.

xii) During the entire e-tender process, the Bidders will remain completely anonymous to one another and also to everybody else.

xiii) The e-tender floor shall remain open from the pre-announced date & time till the specified due date & time.

xiv) The electronic Bid submitted during the e-tender process shall be legally binding on the Bidder. Any Bid will be considered as valid only if it is submitted in the prescribed format given in the Bid document.

xv) It is mandatory that all the Bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

xvi) TNGECL reserves the right to cancel or reject or accept or withdraw or extend the due date for submission of Bid as the case may be without assigning any reason thereof.

xvii) 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) is not responsible for any sort of delay, or the difficulties faced during the submission of Bids online by the Bidders due to local issues.

xviii) Bidders are advised to exercise caution in submitting their Bids in e-tender and e- reverse Bidding, as the case may be, to avoid any mistake. Bids once submitted can't be recalled.
xix) Any order resulting from this Bidding process shall be governed by the terms and conditions mentioned in the Bid Documents.
xx) No deviation to the technical and commercial terms & conditions are acceptable.
xxi) Bidders are required to sign in each page of the Bid specification.

**E. ASSISTANCE TO BIDDERS:**

i) Any queries relating to the Bid document and the terms and conditions contained therein should be addressed to the Inviting Authority for the Bid or the relevant contact person indicated in the Bid document.
ii) All queries relating to the process of online Bid submission or queries relating to Tamilnadu Government E-Procurement Portal in general may be directed to the 24x7 Tamilnadu Government E-Procurement Portal Helpdesk.

**F. System Configurations**

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.

**Stage II : E- Reverse Bidding**

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 the 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) 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 - B

## Land Arrangement and Technical details as per Study conducted by NIWE

The information provided herein is indicative in nature, and the Developer is advised to undertake an independent assessment of site conditions, substation capacity, and micro-siting arrangements for Wind and Solar Capacity.

### Details of Land Arrangement and Micro Siting Details for the Project

| Sl.No | RE Load Awarded | | Total Load (MW) | Rotor Dia (m) | Hub Height (m) | Area in Acre | Name of the village/Taluk/District | GPS Coordinate of the location |
|---|---|---|---|---|---|---|---|---|
| | WEG (MW) | Solar (MW) | | | | | | |
| **Kayathar Wind Farm Site-I** | | | | | | | | |
| 1 | 3.3 | 0 | 3.3 | 156 | 140 | 6.98 | Therkkullandaikulam/ Kayathar/ Thoothukudi | 43P 801497 991757 |
| 2 | 3.3 | 0 | 3.3 | 156 | 140 | 6.8 | Therkkullandaikulam/ Kayathar/ Thoothukudi | |
| 3 | 0 | 11 | 11 | 0 | 0 | 100.92 | Panikarkulam, Therkkullandaikulam/ Kayathar/ Thoothukudi | |
| **Kayathar Wind Farm Site-II** | | | | | | | | |
| 1 | 3.3 | 0 | 3.3 | 156 | 140 | 6.98 | Panikarkulam/ Kayathar/ Thoothukudi | 43P 799463 990174 |
| 2 | 3.3 | 0 | 3.3 | 156 | 140 | 6.8 | Ayyanaruthu/ Kayathar/ Thoothukudi | |
| 3 | 0.75 | 0 | 0.75 | 57 | 75 | 1.1 | Ayyanaruthu, Panikarkulam, Therkkullandaikulam/ Kayathar/ Thoothukudi | |
| **Muppandal Wind Farm Site** | | | | | | | | |
| 1 | 0.75 | 0 | 0.75 | 57 | 75 | 2 | Kumarapuram/ Kanniyakumari | 43P 782235 913674 |
| 2 | 0.75 | 0 | 0.75 | 57 | 75 | 2.13 | Kumarapuram/ Kanniyakumari | 43P 781671 913344 |
| 3 | 0 | 3 | 3 | 0 | 0 | 15.38 | Kumarapuram/ Kanniyakumari | |
| **Puliyankulam Wind Farm Site** | | | | | | | | |
| 1 | 3.3 | 0 | 3.3 | 156 | 140 | 7 | Kasthurirangapuram/ Tirunelveli | 43P 801695 920031 |
| 2 | 0 | 2 | 2 | 0 | 0 | 10 | Kasthurirangapuram/ Tirunelveli | |

**Substation Details**

| S. No. | Site Name | Connectivity Substation (SS) | Location of Substations | Radial distance from the site to Sub Station (KM) (Tentative) | Potential CUF achievable as per the technical study done by NIWE |
|---|---|---|---|---|---|
| 1 | Kayathar – I | 110/33-11 kV Ayyanaruthu SS at 33 KV voltage level | Ayyanaruthu Village, Kovilpatti Talluka, Thoothukudi District, Tamil Nadu | 3.0 | 34.97% |
| 2 | Kayathar – II | | | 0.8 | 33.19% |
| 3 | Muppandal | 110/11 kV Muppandal SS at 11 KV voltage level | Muppandal Village, Aralvaimozhi Taluka, Kanyakumari, Tamil Nadu | 1.0 | 23.97% |
| 4 | Puliyankulam | 110/33-11 kV Kottaikarunkulam SS at 11 KV voltage level | Kottaikarunkulam Village, Radhapuram Taluka, Tirunelveli District, Tamil Nadu | 4/0 | 49.09% |

Note- The Developer shall have to determine the length of the transmission network based on his own site assessment.

**Achievable Potential CUF as per Technical Study Conducted by NIWE**

| S. No. | Site Name | Potential CUF achievable as per the technical study done by NIWE |
|---|---|---|
| 1 | Kayathar – I | 34.97% |
| 2 | Kayathar – II | 33.19% |
| 3 | Muppandal | 23.97% |
| 4 | Puliyankulam | 49.09% |

## Wind Characteristics of the Site as per the Technical Study

| S. No. | Site Name | Wind direction |
|---|---|---|
| 1 | Kayathar – I | West |
| 2 | Kayathar – II | West |
| 3 | Muppandal | West and North of Northeast |
| 4 | Puliyankulam | West and North of Northeast |

**Figure 1 : Wind Rose and Wind speed frequency distribution of Kayathar 1 & 2**

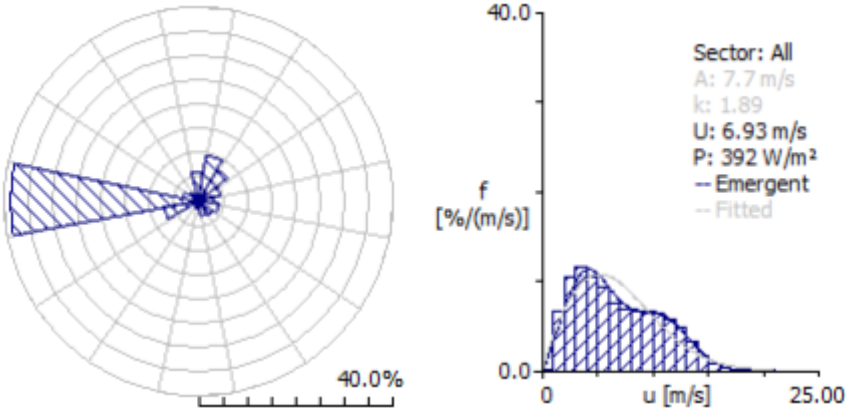



**Figure – 2 : Wind Rose and Wind speed frequency distribution of Muppandal**

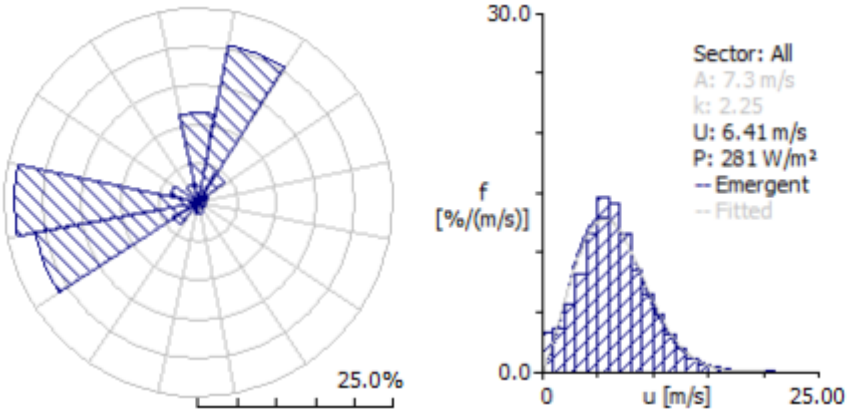
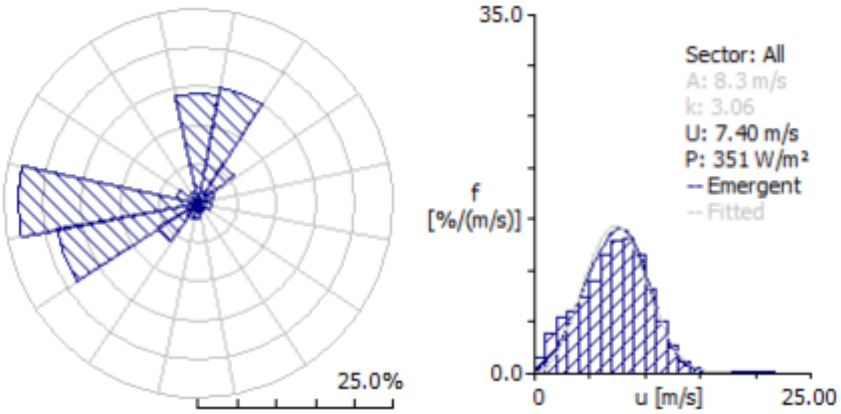


**Figure – 3 : Wind Rose and Wind speed frequency distribution of Puliyangulam**




**Geographical details of the Mast Site**

| Site Name | Height | Latitude | Longitude | Elevation |
|---|---|---|---|---|
| Kayathar 1 & 2 | 120 m | 8.962297 | 77.719667 | 88 |
| Muppandal | 50 m | 8.256983 | 77.581233 | 45 |
| Puliyankulam | 100 m | 8.253083 | 77.669708 | 49 |

**Note –** The developer shall have to do the complete site survey

# Annexure - C

## Field Improvements works by Developer (indicative)

| Sl. No. | Site Name | Connectivity SS (STU) | Proposed Improvement in field side |
|---|---|---|---|
| **1.** | Kayathar- I | 110/33-11KV Ayyanaruthu SS | Erection of One No. **33 KV LV breaker** and One No. 33 KV feeder with Panther conductor (AL 59) for a radial distance of 5Kms. (Approximately) from repowering of WEG and Solar power plant. |
| | Kayathar- II | | |
| **2.** | Muppandal | 110/11KV Muppandal SS | Erection of **11 KV line with ACSR DOG** conductor from the proposed repowering WEG and Solar to the existing 11 KV Wind farm for a radial distance of 4 Kms.(Approximately). |
| **3.** | Puliyankulam | 110/33-11 KV Kottai arungulam SS | Erection of new **11 KV interfacing link line with ACSR DOG** conductor from the proposed WEG and Solar plant in the existing 11 KV Kallikulam feeder for a radial distance of 4Kms (approximately). |

Note- The Developer shall have to determine the length of the transmission network based on his own site assessment.

# Field Improvements Works by TNPDCL

| Sl. No. | Site Name | Capacity in MW | Connectivity SS (STU) | Proposed Improvement in field side |
|---|---|---|---|---|
| **1.** | Kayathar- I | 12.60 | 110/33-11KV Ayyanaruthu SS | 1. Erection of 1 No. **110/33 KV, 25 MVA Additional Power Transformer** with 110 KV bay with all necessary associated equipment at Ayyanaruthu 110 KV SS.<br>2. Erection of 110 KV Ayyanaruthu III feeder as **110 KV SC line** on DC tower with Panther ACSR conductor from Kayathar 400 KV SS to Ayyanaruthu 110 KV SS for a radial distance of 2 Kms.(Approximately).<br>3. Erection of One No. new **110 KV bay** with all associated equipment at Kayathar 400 KV SS.<br>4. Bifurcation of 3×16 MVA PrTr load from existing Ayyanaruthu I & II feeders and connection to the new 110 KV Ayyanaruthu III feeder at Ayyanaruthu 110 KV SS |
| | Kayathar- II | 12.35 | | |

# Annexure - D

**PRICE BID**

**Format for Financial Bid (BOQ)**

*To be submitted on-line as per the BoQ provided in the e-tender portal.*

***Bidders submitting the Financial Bid in physical form will have their Bid rejected***

**Price Bid for Supplying Wind -Solar Hybrid Power**

| Sr. No. | Type | Tariff (INR/kWh) | Revenue realisation accounted for the old/Scrap Wind Mills owned by TNGECL (in INR) |
|---|---|---|---|
| 1 | **Fixed tariff for supplying 34.75 MW of combined wind (18.75 MW) and Solar (16 MW) hybrid power by replacing the old wind mill plants owned by TNGECL under the Build, Own and Operate model for 25 years.** | | |

**Note:**

1. **Tariffs should be corrected to two decimal digits.**
2. **The revenue realisation accounted details given by the bidder will not be taken for arriving LI tariff. It is for indicative purposes only.**

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**(Signature of the Authorised signatory)**

**(Name and designation of the of the Authorised signatory) Name and seal of Bidder/Lead Member**

**Date:**

**Place:**