# Request for Selection

for

**Setting up of Grid Connected 15 MW Solar PV Power Project with 15 MW/45 MWh Battery Energy Storage System (BESS)**

in

**Karur District, Tamil Nadu**

under

**Build-Own-Operate (BOO) Mode through Tariff Based Competitive Bidding**

Tender No. TNGECL/CE/NCES/OT. No. 9/25-26


Issued by

Chief Engineer/NCES

Tamil Nadu Green Energy Corporation Limited(TNGECL)

NPKRR Maaligai, 10th Floor Eastern wing,

144, Anna Salai,

Chennai – 600 002

Ph: 9444060167

Email: cences@tnebnet.org

# DISCLAIMER

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

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

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

This RfS is not an agreement and is neither an offer nor 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 ofTANGEDCO/TNGECL, Tamil Nadu Govt. tender portal /NIC portal, the documents uploaded on the NIC portal utilized for online bidding will prevail.

Place:

Date:

# BID INFORMATION SHEET

The brief details of the RfS are as under:

| | | |
|---|---|---|
| **A** | **NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB** | Selection of Developer for Setting up of Grid Connected 15 MW Solar PV Power Project and 15 MW/ 45 MWh BESS Arrangement in Karur District, Tamil Nadu |
| **B** | **TENDER INVITING AUTHORITY** | Tamil Nadu Green Energy Corporation Limited (TNGECL) |
| **C** | **RfS NO. & DATE** | TNGECL/CE/NCES/OT. No. 9/25-26 dated 16/11/2025 |
| **D** | **TENDER WEBSITE** | Government of Tamil Nadu Tender Portal https://tntenders.gov.in/nicgep/app |
| **E** | **TYPE OF BIDDING SYSTEM** | Open Tender under two part system with E-reverse Auction |
| **F** | **TYPE OF RfS/ TENDER** | E-Tender System – Open Tender |
| **G** | **BID SECURITY** | INR 1,00,00,000/- (One Crore) to be submitted by way of online payment/ physical Bank Guarantee (BG) / e-BG (e-Bank Guarantee) through the Tamil Nadu Government e-Procurement portal (TNTENDER) |
| **H** | **PERFORMANCE BANK GUARANTEE** | The Selected Bidder should furnish e-BG (e-Bank Guarantee) for an amount of INR 5,00,00,000/- (Five Crores) within 30 days from the date of issuance of LOA. |
| **I** | **FLOATING OF TENDER** | 19.11.2025 @ 4:00 PM |
| **J** | **DATE, TIME & VENUE OF PRE -BID MEETING** | 27.11.2025 @ 11:30 AM<br>6th Floor, Conference Hall, TANTRANSCO BUILDING, NPKRR Maaligai, 10th Floor Eastern wing, 144, Anna Salai, Chennai – 600 002. |
| **K** | **BIDDERS MAY SEND PRE-BID QUERIES AT** | 4.12.2025 |

| | | |
|---|---|---|
| | cences@tnebnet.org **upto:** | |
| **L** | **TNGECL WILL UPLOAD REPLY TO PRE-BID QUERIES FROM:** | 8.12.2025 |
| **M** | **ONLINE BID - SUBMISSION START DATE** | 10.12.2025 @ 5:00 PM |
| **N** | **ONLINE BID - SUBMISSION DEADLINE** | 26.12.2025 @ 2:00 PM |
| **O** | **TECHNO - COMMERCIAL BID OPENING** | 27.12.2025 @ 3:00 PM |
| **P** | **E-REVERSE AUCTION (E-RA)** | Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email. |
| **Q** | **CONTACT DETAILS OF NIC OFFICIALS** | For technical related queries, please call 24 X 7<br><br>Helpdesk Number<br><br>0120-4001 002<br><br>0120-4001 005<br><br>0120-4493 395<br><br>For Technical support for department user om this portal<br><br>044 - 2567 9739 |
| **R** | **DETAILS AND ADDRESS OF TENDER INVITING AUTHORITY** | Chief Engineer/NCES<br>Tamil Nadu Green Energy Corporation Limited (TNGECL)<br>NPKRR Maaligai, 10th Floor Eastern wing,<br>144, Anna Salai,<br>Chennai – 600 002.<br>Ph: 9444060167. |
| **S** | **DETAIL OF PERSONS TO BE CONTACTED** | **Superintending Engineer/Solar/NCES,**<br>10th Floor, NPKRR Maaligai,<br>144, Anna Salai, Chennai-02. |

| | | |
|---|---|---|
| | **IN CASE OF ANY ASSISTANCE REQUIRED** | Email: sesolar@tnebnet.org<br>Phone: 9445448815.<br>**Executive Engineer/Solar Projects/NCES,**<br>10th Floor, NPKRR Maaligai,<br>144, Anna Salai, Chennai-02.<br>Email: eesolarproj@tnebnet.org<br><br>Phone: 9445867850. |
| | **BANK ACCOUNT, GST, AND PAN DETAILS OF TNGECL** | Name of Bank – Indian Overseas Bank<br>Bank Account No. – 005802000003500<br>IFSC Code - IOBA0000058<br>PAN: AAKCT7634G<br><br>GST No: 33AAKCT7634G1Z6 |

1. Bids must be submitted strictly in accordance with this RfS.
2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. 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.
4. Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred website.

**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/appand the bid has to be uploaded only through https://tntenders.gov.in/nicgep/app.**

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# SECTION I- Introduction and 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.

1.2. 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.

The Hon'ble Electricity Minister and Prohibition & Excise, Govt of Tamil Nadu has announced in the Assembly on 07.09.2021 as follows,

" Purchase of high cost power from Private Power produces shall be reduced by establishing 20,000 MW Solar PV plants and 10,000 MW Battery Energy Storage Systems in the next 10 years and uninterrupted power supply shall be extended to the public. In the first phase, action would be initiated to establish Solar PV plants for a capacity of 4,000MW and Battery Energy Storage Systems (BESS) to a capacity of 2,000MW based on the Technical and Commercial feasibility".

Further,Hon'ble Finance Minister, Govt of Tamil Nadu during the Budget Speech has announced in the Assembly that

" In order to provide clean renewable energy throughout the day, even beyond solar hours, the Government will take steps to develop a 4,000 MWhr Battery Energy Storage System in 2025-26."

1.3. TNGECL wishes to invite proposals for Setting up of Grid Connected 15 MW Solar PV Power Project with 15 MW/45 MWh Battery Energy Storage System (BESS) at Karur District in Tamil Nadu. 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, 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.

1.4. 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
iv. Evaluation of Techno-commercial bids, Finalisation of tender by obtaining approval from the competent authority including the approval of Hon'ble TN Electricity Regulatory Commission
v. Issue of LOA to the Successful Bidder
vi. Sign PPA with the Developer
vii. Provide land to the Developer on lease
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 are implemented as per the timelines and standards/guidelines.
x. Certify commissioning of the Project
xi. Monitoring of the performance of the Project

**Role of TNPDCL**

i) Signing of Power Supply Agreement (PSA) with TNGECL
ii) End Procurer of Power
iii) Pay to TNGECL as per PSA

1.5. Guidelines for Implementation of the RfS

This RfS document has been prepared based on the Guidelines "for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems dated 9th June 2023 and Bid structure approved by TNIDB. TNGECL has issued this RfS in the capacity of "Intermediatory Procurer" as defined in the aforementioned Guidelines.

## 2. Invitation for Bids

2.1. TNGECL has adopted Open tender under two-part bidding procedure with E-Reverse Auction for selection of Bidders for award of the Project and invites Bids from eligible parties, for the Project electronically from TN tender's website https://tntenders.gov.in/nicgep/app in accordance with the terms of this RfS. Eligibility and qualification of the Bidder will be first examined based on the details submitted. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of TNGECL and the Bidder/Developer shall be governed by the RfS Document.

2.2. Interested bidders have to necessarily register themselves on the TNTENDERS portal to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact NIC Help Desk Number to complete the

registration formalities. 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 properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.4. Bidders should submit their bid proposal complete in all aspect 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 Bid Security will be summarily 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 portal 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/appwebsite. 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 has issued this RfS in the capacity of "Implementing Agency" as defined in the RfS. 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

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

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

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

2.9.4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or

among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

2.9.5. 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 | Refer BID INFORMATION SHEET |
| B | Queries to be sent upto | Refer BID INFORMATION SHEET |
| C | Pre-Bid Meeting | Refer BID INFORMATION SHEET |
| D | Reply to the queries to be uploaded from | Refer BID INFORMATION SHEET |
| E | Last date and time for submission of bids | Refer BID INFORMATION SHEET |
| F | Date and time for opening of Techno-Commercial Bids | Refer BID INFORMATION SHEET |

# SECTION II- Special Conditions of Contract

## 3. Scope of Work

3.1. Under this RfS, the Developer shall be required to set up Grid-Connected Solar PV Power Project with BESS at the location mentioned in Clause 5, with the primary objective of providing solar power and making energy storage facility available for charging/discharging of BESS on an "on demand basis".

3.2. The Project shall be set up in Build Own Operate (B-O-O) Mode The scope of work of the Developer, inter alia, includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, installation and incidentals, insurance at all stages, erection, testing, commissioning, obtaining No Objection Certificate (NOC) for grid connectivity (if required) and synchronization with the Grid for Solar PV Power Project with BESS Arrangement (single cycle 3-hour discharge) location.

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

3.4. The Developer shall be responsible for construction of evacuation infrastructure as per Clause 6 of this RfS.

3.5. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the Developer at its own cost. The maintenance of transmission system up to and including at the Interconnection Point shall be responsibility of the Developer, to be undertaken entirely at its risk and cost.

3.6. Obtaining Grid Connectivity of the Project under this tender would be the responsibility of the Bidder in accordance with the applicable guidelines. TNGECL could facilitate connectivity and necessary approvals with TNPDCL/TANTRANSCO; however, the entire responsibility lies with the Developer only.

3.7. 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.

3.8. The Developer shall abide by all Statutory Laws, By Laws, Labour Laws, Factory laws, etc.

3.9. The Developer shall be responsible for the de-installation of the Project, including the removal of all equipment, structures, and materials associated with the Project (excluding the evacuation infrastructure developed by the Developer and any infrastructure developed by STU). The Developer shall ensure that the land is cleared and restored to its original condition, or as otherwise agreed upon, and handed over to TNGECL within180 days following the termination or expiration of this Agreement.

## 4. Project Site

4.1. The Project shall be installed at the following location in Tamil Nadu.

| S. No | Name of the Village | Name of the District | Land Area (in acres) |
|---|---|---|---|
| 1 | K.Pitchampatti | Karur | 53.72 |

4.2. TNGECL shall provide the land to the Developer at the Project Site on lease at Re.1/- per Project Site per year.

4.3. The details of the project sites have been enclosed as Annexure-I. Prospective Bidders may visit the site and assess the feasibility of the Project.

## 5. Project Capacity

5.1. The Capacity of 15MW/ 45MWh offered to the Selected Bidder under this RfS is as follow:

| S.No. | Name of the District | Name of the Village | Solar PV Power Project Capacity (MW) | BESS Capacity (MW/MWh) |
|---|---|---|---|---|
| 1 | Karur | K.Pitchampatti | 15 MW | 15 MW / 45 MWh |

## 6. Evacuation of Power

6.1. The project shall be interconnected to the TANTRANSCO sub-stations(designated Interconnection Points) specified in Annexure II ensuring minimum transmission loss. Necessary applications for grant of connectivity will be required to be made by the Developer to TANTRANSCO.

6.2. The entire cost of transmission such as bay cost and other related infrastructure cost including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the Developer. The Developer shall also maintain the transmission system for the entire term of PPA at its own cost and risk.

6.3. Metering arrangement of the Project shall have to be adhered to in line with relevant clause of the PPA.

**6.4. Important Note:**

(i) Bidders must make note of the information pertaining to space of bay availability at the substation.

(ii) Tentative coordinates of the Interconnection point shall be provided by TANTRANSCO.

6.5. The Developer shall, at its sole risk and expense, obtain all grid-connection and metering approvals and carry out transmission up to the metering/Interconnection Point.

6.6. The Application Software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India"

6.7. The BESS to be installed is of requisite quality as per best industry practices and refurbished battery cells are not used in the project.

6.8. All provisions of Make in India (MII) orders and orders related to Cyber Security issued by the government must be complied with, in all the activities involved in the project(s) from start to completion.

6.9. The Solar modules used in the Project(s) shall be sourced only from the models and manufacturers under the "Approved List of Models and Manufacturers"(ALMM) as published by MNRE from time to time and valid as on the date of invoicing of such modules.

6.10. The Developer shall establish an online arrangement for regular submission of metering data throughout the duration of this Agreement to SLDC, TANTRANSCO, TNPDCL, and the concerned Ministry or agency, in accordance with applicable regulations and directions. Real-time data from the BESS, including metering and breaker status, shall be communicated to SCADA and SLDC through a GPRS modem, with both metering and SCADA data refreshed at an interval of every seconds. Further, it is observed that the BESS units are not static power plants, and they are extremely fast-acting assets that must respond to grid needs in less than a second, which requires robust and seamless real-time communication from the BESS to the SLDC/Sub-LDC/DISCOM SCADA Control Centre for energy accounting and real-time grid management. Seamless communication of data is the responsibility of Developer. If such real time communication facility and data are not made available by the Developer, the SLDC after 15 days clear notice may direct the Distribution Licensee to exclude the Developer's output by 10% from Dispatch and deviation settlement processes and if such Developer has not made real time communication facility even after the lapse of 30 days from the date of receipt of the notice issued by the SLDC, the entire output of the Developer shall be excluded from dispatch and deviation settlement processes. If the Developer has not made real time communication facility even after the lapse of 45 days from the date of receipt of the notice issued by the SLDC, further action will be taken by the SLDC as per the provisions of CEA Regulations duly informing to the Commission.

6.11. The Developer shall ensure that the Battery Energy Storage System (BESS) installed under this Project is designed, configured, and operated to provide the following mandatory grid support services in accordance with the applicable CEA and SLDC guidelines and directions: i) Primary Frequency Response, ii) Secondary Frequency Response, iii) Tertiary Frequency Response, iv) Synthetic Inertia, v) Black Start Capability, vi) Demonstration and Compliance.

6.12. The Developer shall guarantee AC to AC roundtrip efficiency (RTE) of > 85% for the system on monthly basis up to the metering point in line with the SECI tenders. The Developer shall avail separate service connection from the Distribution Licensee to

meet their additional requirement of power for auxiliary consumption and for essential non-storage components of the BESS facilities.

## 7. Performance Criteria and Damages

7.1. **Capacity Utilization Factor (CUF):**The Developer shall maintain an annual CUF of 21% for the Solar PV Power Project measured at the meter at the output of Solar PV plant to measure the total solar generation. It shall be the responsibility of the Developer, entirely at its cost and expense to install such number of Solar panels and associated equipment as may be necessary to achieve the required CUF, and for this purpose the Developer shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. The Developer shall maintain generation so as to achieve annual CUF till the end of the concession period of 25 years.

In the event that, for any Operational Year, the Developer fails to achieve a minimum Annual Capacity Utilization Factor (CUF) of 21%, the Developer shall be liable to pay damages, which shall be calculated in accordance with the methodology set forth herein.

$$\boldsymbol{LDt = 1.5 \times Tariff \times \{(21\% - CUFat) \times CCsolar \times 24 \times 365\}}$$

*where;*

- **LDt** refers to the Damages for the Year t (t ranges from 1st to 25th Year)
- Tariff refers to the Applicable Tariff as per PPA
- **CUFat** refers to Actual Capacity Utilization Factor for the Year t
- **CCsolar** refers to the Contracted Capacity for Solar in kW (15MW i.e. 15,000kW)

7.2. **Minimum Monthly Supply of Energy during Peak Hours-** Subsequent to commissioning of the Project, for any Month of the Operational Year, the Developer shall assure the supply of peak power calculated as below for each month:
***Assured Peak Power Supply for the month i= 95% × No. of days in the month i × 45MWh***

In the event that, for any month within a Operational Year, the Developer fails to deliver the 'Minimum Peak Power Supply' as required, the Developer shall be liable to pay damages, which shall be calculated in accordance with the methodology set forth herein.

$$LD(m) = 1.5 \times Tariff \times (Assured\ Peak\ Power\ Supply\ (m) - Actual\ Peak\ Power\ Supply(m)$$

7.3. **Round Trip Efficiency (RtE):**The BESS Capacity in the Project shall maintain AC to AC roundtrip efficiency of 85% for the system on a monthly basis.

In the event that, for any month within a Operational Year, the Developer fails to achieve a minimum Round-trip Efficiency (RtE) of 85% the Developer shall be liable to pay damages, which shall be calculated in accordance with the methodology set forth herein.

$$LD(m) = 1.5 \times Tariff \times \left\{Energy\ Supplied\ during\ peak\ to\ Grid \times \left(\frac{1}{CEat} - \frac{1}{85\%}\right)\right\}$$

*where;*

- **LD(m)**refers to the Damages for the month m
- Tariff refers to the PPA Tariff
- Energy supplied during peak shall be the actual energy supplied during peak or minimum peak power whichever is lower.
- **CEat** refers to the Actual Cycle Efficiency
- Round Trip Efficiency shall be as per the DSM/UI Reports published by the SLDC or measurement at the Main Interface Meter at the Point of Interconnection

7.4. SLDC shall provide the directions to the Developer for charging and discharging of the BESS as detailed in the PPA. SLDC shall also intimate the Developer about the "Operational Window" i.e. the expected hours/duration of BESS availability on each day during the term of the Contract. The relevant clauses in the PPA shall be applicable in case of shortfall in energy supply and excess energy generated.

7.5. Penalties and liquidated damages shall be applicable as per relevant provisions in the PPA.

## 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 Scheduled Commissioning of Supply Date(SCSD), i.e. the deadline for 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 commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 3 months from the SCSD or the extended SCSD (if applicable).

8.4. In case of delay in commissioning of the Project beyond the SCSD 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 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. Necessary applications for grant of connectivity will be required to be made by the Developer to TANTRANSCO, which shall be facilitated by TNGECL. All the requisite costs associated with obtaining connectivity such as bay cost and other related infrastructure cost shall be borne by the Developer.

8.7. The maintenance of Transmission system upto the interconnection point shall be the responsibility of the Developer and to be undertaken entirely at its cost and expense. The entire cost of construction of infrastructure from the Project upto and including at the interconnection Point, including but not limited to the transmission line, maintenance cost & all cost up to the delivery point shall be borne by the Developer

8.8. The provision of temporary power supply/ water required for construction activities and any maintenance shall be under the scope of the Developer.

# SECTION III- Standard Conditions of Contract

## 9. Obtaining the RFS

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

## 10. Bid Security

10.1. The Bidder shall deposit, along with its Bid, a Bid Security of Rs. 1 (One) Crore by way of online payment / physical Bank Guarantee (BG)/ e-BG (e-Bank Guarantee) through the E-Procurement Portal, on the Tamil Nadu Government e-Procurement portal.

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 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.

10.5. 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.

10.6. 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), 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 5 (five) Crores in the form set forth in Annexure IV kept valid for a period of 12 months from SCSD.

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

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. In case of PBG issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI.

11.9. 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. A copy of Power Purchase Agreement (PPA), to be executed between TNGECL and the successful Bidder, is provided by TNGECL along with this RfS. TNGECL will act as an intermediate power procurer and bid management coordinator

12.2. The PPA shall be signed within 60 days from the date of issue of Letter of Award (LoA) . PPA will be executed between TNGECL and the Selected Bidder. The PPAs

shall be valid for a period of 25 years from the Commercial Operation Date of the Project based on the terms, conditions and provisions of the RfS.

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

12.4. The Successful Bidder shall submit the required documents as directed by TNGECL within 20 days from the issue of LoA. In case of delay in submission of documents, TNGECL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. The 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 this RfS about its promoters and upon issuance of LoA, the Developer shall indicate its shareholding in the company 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 whowas minor at the time of signing of PPA), insolvency, insanity of existing shareholders.
iv. Transfer of shares within the Group Company persuant uponamalgamation, merger, demerger etc. driven by court order.
v. Transfer of shares to IEPF.
vi. Issue of Bonus Shares.

14.4. In the event the Selected Bidder is a consortium, the total shareholding to be held by the Consortium members shall be 100% upto the COD. The combined shareholding

of the consortium members in the SPV executing the PPA, shall not fall below 51% at any time prior to 03 (three) year after COD. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 3 (three) years from the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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 more than 50% of the voting shares of such Company or right to appoint majority Directors), till 3 (three) year after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

14.7. Any change in the shareholding after the expiry of 3 year after COD can be undertaken under intimation to TNGECL.

14.8. In the event of Change in Shareholding as above in Clause 14.7 / 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.

14.9. 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 the shareholding pattern of the bidding entity shall not change till one year from the date of SCSD.

## 15. Instructions to the Bidders

15.1. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

i. Covering Letter as per Annexure III

ii. In case of a Bidding Consortium maximum of two members, 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 Annexure IV.

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 specified in Clause 10

v. Performance Guarantee (to be submitted before signing of PPA as specified in Clause 11 in the form of Annexure VI

vi. Board Resolutions, as per prescribed formats enclosed as per Annexure VII 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.

vii. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Annexure VIII along with Board resolution from each Member of the Consortium for participating in Consortium.

viii. 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 COD.

ix. Undertaking regarding no willful default and no major litigation pending as per Annexure IX

x. Break-up of the Preliminary Estimate of Cost of Project as per Annexure X.

xi. Attachments:

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

c. 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
d. 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 and other group companies to satisfy themselves that RfS conditions have been complied with, and the bidder will ensure submission of the same within the required timelines.
e. 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.
f. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
g. 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.

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

i. Any indication of tariff in any part of response to the RfS, other than in the financial bid.
ii. Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
iii. Non-submission or partial submission of Bid Security

In 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.

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 Levelized Tariff (INR/kWh) for the Project 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 Project. 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 and upto two decimal places.
vii. Conditional proposals shall be rejected.

## 18. Validity of the Bid

18.1. The Bidder shall submit the response to RfS which shall remain valid up to 180 (One hundred and Eighty days) from the Bid opening date ("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

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

## 20. Clarifications and Pre-Bid Meeting

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 Eastern 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 TANGEDCO 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. TNGECL's Right to Reject

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

## 22. Post Award Compliance

22.1. Timely completion of all the milestones i.e., signing of PPA, achieving Financial Closure Requirements on/before the Scheduled Financial Closure Date/, Commissioning as per SCSD 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.

22.2. 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 IV- Qualification Requirements for Bidders

## 23. General Eligibility

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 incorporated under the Companies Act or foreign companies (excluding LLPs) are eligible.

ii. A consortium of up to two members, including the lead member, is allowed. Equity participation must align with consortium members, and the controlling shareholding must remain unchanged until the Commercial Operation Date (COD).

iii. Foreign companies must establish a Special Purpose Vehicle (SPV) under the Companies Act 2013 if selected 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. The credentials of the previous consortium shall not be claimed by any member of consortium in his individual capacity to fulfil the BQR condition for the works not done by them.

iii. Any member of the consortium shall not participate in the bidding in their individual capacity or as a member of another consortium.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

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

xi. 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.

xii. 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. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Annexure VIII).

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 7.8/7.8A 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. Any consortium, if selected as Successful Bidder for the purpose of supply of Power through the Project to TNGECL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with TNGECL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to RfS up to COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed prior to COD with the permission of TNGECL, subject to the condition that, the management control remains within the same group of companies.

23.9. 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.

## 24. Financial Eligibility

### 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 or at least seven days before the bid submission deadline shall be greater than equal to INR 27 (Twenty Seven) 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 21 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, together with the net- worth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS document.

### 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

The Bidder shall have a minimum annual turnover of INR 30 (Thirty) Crores for the previous three financial years. 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. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

24.6. 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.

24.7. 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.

24.8. For the limited purpose of meeting the technical and financial eligibility criteria, in addition to using credentials of the Affiliates having more than 50% shareholding in the Bidding Company, the Bidder may use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:

24.9. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs.100 Crore and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs.30 Crore of the Net Worth.

24.10. 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.

24.11. 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 V- 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

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. 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 Clause 23 and Clause 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 and Clause 24 of the RfS.

## 26. Financial Bid

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

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.

*An illustrative example of ranking methodology is given below-*

| Bidder | Submitted Financial Bid | Ranking |
|---|---|---|
| B2 | ₹2.54/kWh | L1 |
| B5 | ₹2.60/kWh | L2 |
| B1 | ₹2.75/kWh | L3 |
| B8 | ₹2.75/kWh | L3 |
| B3 | ₹3.20/kWh | L4 |
| B7 | ₹3.50/kWh | L5 |
| B6 | ₹3.82/kWh | L6 |
| B4 | ₹3.91/kWh | L7 |

**27. E-Reverse Auction**

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.

27.2. At least 24 hours 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 24 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 TNTENDERS Portal website of reverse auction on the day of start time of reverse auction.

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

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

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

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

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

v. The initial auction period will be of 2 hour 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.

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. After the selection process, a Letter of Award (LoA) will be issued to the Successful Bidder for the Project subject to the approval of Hon'ble TNERC. 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. 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.

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

29.4. 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.

29.5. The PPA signing date shall be within 60 days from the date of issuance of LoA or any other extended date as mutually agreed between TNGECL and the successful bidders. Otherwise, the awarded capacity shall stand cancelled.

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

SECTION VI- Definitions of Terms

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

30.1. **"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 50% (fifty percent) of the voting rights of the other company.

30.2. **"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.

30.3. **"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.

30.4. **"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 Capacity; In any year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*24*365)) X100%

30.5. **"Chartered Accountant"** for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company 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 or any Group Company 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.

30.6. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable

30.7. **"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.

30.8. **"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.

30.9. **"Control"** shall mean holding not less than 51% of voting rights or of paid-up share capital. "Controlling shareholding" shall mean not less than 51% of the voting rights or paid-up share capital in the Company/Consortium.

30.10. **“Day”** shall mean calendar day.

30.11. **“Developer”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply energy output as per the terms of PPA.

30.12. **“Effective Date”** shall mean the date of signing of PPA between Successful Bidder and TNGECL;

30.13. **"Financing Documents"** mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the Developer and the Parties financing the Project relating to the financing of the Project.

30.14. **“Financial Closure”** means the stage at which the 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.

30.15. **“Installed Capacity”** shall mean the rated AC capacity of the Project to be installed by the Developer, in line with Clause 5 of this RfS. The above configuration shall be identical to the “installed capacity” for which connectivity has been granted to the Developer.

30.16. **“Interconnection Point”** shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where the cumulative Power is delivered by the Developer from the System to the Procurer/End Procurer;

30.17. **“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.

30.18. **“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.

30.19. **“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.

30.20. **“Month”** shall mean a calendar month.

30.21. **“Net-Worth”** means the Net-Worth as defined in Section 2 of the Companies Act 2013.

30.22. **“Operational Window”** shall mean the anticipated hours or duration of BESS availability each day during the Term of the Agreement.

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

30.24. **“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

30.25. **“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.

30.26. **"Performance Bank Guarantee"** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Section 2.10.

30.27. **"PPA"** shall mean the Power Purchase Agreement signed between the successful bidder and TNGECLaccording to the terms and conditions of the standard PPA enclosed with this RfS;

30.28. **"PPA Tariff"** shall mean the tariff mentioned in the Power Purchase Agreement signed between the Developer and TNGECL

30.29. **"Project"** shall mean a 15 MW Solar PV Power Plants with single cycle 3 hour discharge collocated 15 MW/45 MWh BESS Arrangement and related evacuation infrastructure including transmission lines with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switch-gear and other works,to be established by the Successful Bidder at the location provided in Clause 5 to deliver the Electricity generated by the Project at the Delivery Point.

30.30. **"Project Site"**(individually referred to as "Project Site")shall mean the location mentioned in Clause 4

30.31. **"RfS Document"**or **"RfS"**shall mean the bidding document issued by TNGECL including all attachments, clarifications and amendments thereof.

30.32. **"Scheduled Financial Closure Date"** shall mean the date as on 6 months prior to the Scheduled Commercial Supply Date (SCSD) / extended SCSD, as the case may be, by which the Developer shall achieve Financial Closure.

30.33. **"SCSD"** or **"Scheduled Commissioning of Supply Date"** shall mean the date as on 12 months from the effective date of the PPA.

30.34. **"Selected Bidder"** or **"Successful Bidder"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

30.35. **"SLDC"** shall mean the State Load Dispatch Centre as notified by the State Government

30.36. **"TNERC"** shall mean Tamil Nadu Electricity Regulatory Commission.

# ANNEXURE I- Site Details

| S.No. | Description | Details |
|---|---|---|
| 1. | Site Name | Karur |
| 2. | Area | 53.70 Acres |
| 3. | Coordinates | Latitude- 10.83736<br>Longitude- 78.05503 |
| 4. | Village | K. Pitchampatti Village |
| 5. | District | Karur |

# ANNEXURE II- Designated Interconnection Point

1. **Project Site in Karur**
    i. Nearby existing 110/11KV Velliyanai TANTRANSCO Substation is **13 Kms** away from the proposed Project Site at K. Pitchampatti Village, Karur District.
    ii. A Railway crossing is in between the existing 110/11KV Velliyanai SS to the proposed Project Site. Hence necessary approval may be obtained from the Southern Railway's to lay the 33 KV UG cable for the Railway crossing by The Superintending Engineer/O&M/KEDC/Karur.

(Note: The distance from the Project Site provided above are tentative. The Developer shall have to determine the length of the transmission network based on his own site assessment.

# ANNEXURE III-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 ofConsortium)*

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 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/Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS

**OR**

We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this 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 7 of the RfS.

ii. Bid Security: We have enclosed proof of Bid Security of INR 1 (one) crore.

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 Clauses13 of this RfS on issue of LOA by TNGECL for the Project and/or we are not able to signPPA 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 the RfS

iv. We have submitted our response to RfS strictly as per the Annexures of this RfS, without any deviations, conditions andwithout 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 namePower of Attorney/ Board Resolution/ Declaration.

## ANNEXURE IV- 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.

## ANNEXURE V-BIDDER DETAILS

*(Should be submitted by the Bidding Company/All the Members of the Consortium on the Letter Head of the Bidding Company/ Members of Consortium)*

| S. No. | Particulars | Details |
|---|---|---|
| 1 | Name and address of the Organization/Institution | |
| 2 | Name & Designation of the authorized Signatory | |
| 3 | Contact address of the authorized Signatory | |
| | E-mail | |
| | Telephone | |
| | Fax | |
| | Mobile No. | |
| 4 | PAN No | |
| 5 | GST No | |

# ANNEXURE VI- Performance Bank Guarantee

*(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 Developer) submitting the response to RfS inter alia for …… *[insert title of the RfS*, in response to the RfS dated.....issued by Tamil Nadu Green Energy Corporation Limited (hereinafter referred to as TNGECL) 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 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 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.

# ANNEXURE VII- Board Resolution

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

## ANNEXURE VIII- 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 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 COD 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 Seller 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

## ANNEXURE IX- Undertaking for not a wilful defaulter

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

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

Further, we also undertake that the Bidder & any of its Affiliate, 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)

# ANNEXURE X- Cost Estimate

Project Capacity:
Location: …….

Bidder may use any format to provide the break-up. 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.

# Appendix-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 DSC's 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 should submit the Bid Security as per the instructions specified in the Bid document.
iv) Bidders are requested to note that they should necessarily submit their price Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the Bidder. 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.
v) 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.
vi) 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.
vii) The uploaded Bid documents become readable only after the tender opening by the authorized Bid openers
viii) 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.
ix) 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.
x) In all cases, Bidders should use their own ID and Password along with Digital Signature certificate at the time of submission of their Bid.

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

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

xiii) 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.

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

xv) 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.

xvi) 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.

xvii) 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.

xviii) Any order resulting from this Bidding process shall be governed by the terms and conditions mentioned in the Bid Documents.

xix) No deviation to the technical and commercial terms & conditions are acceptable.

xx) 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 Rs0.01/ kWh (or its multiples) 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 10 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 TANGECL, 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 in 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)