TENDER FOR DEVELOPMENT OF SOLAR PARK AND ESTABLISHMENT OF 50 MW (AC) GRID CONNECTED SOLAR POWER PLANT ON “BUILD, OWN, OPERATE, TRANSFER” MODEL IN KAYATHAR, THoothukudi DISTRICT THROUGH REVERSE BIDDING PROCESS.

REF: TEDA/4566/50MW(AC)-Kayathar/2017-18.

ISSUED BY
Tamil Nadu Energy Development Agency
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DISCLAIMER

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

2. Tamil Nadu Energy Development Agency (TEDA) reserves the right to modify, amend or supplement this tender document.

3. The Bidding Document is not an agreement and further it is neither an offer nor an invitation by TEDA to the Bidders or any other Person. The purpose of the Bidding Document is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

4. The information provided in the Bidding Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. TEDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bidding Document.

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

6. While this TENDER has been prepared in good faith, neither TEDA 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 TENDER, even if any loss or damage is caused by any act or omission on their part.

Place: Chennai.

Date: 8.5.2018.
**BID INFORMATION SHEET**

The Bid Information Sheet is provided below:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Document Description</strong></td>
<td>Tender for development of solar park and establishment of 50 MW (AC) grid connected solar power plant on a “build, own, operate, transfer” model in Kayathar, Thoothukudi district through reverse bidding process.</td>
</tr>
<tr>
<td><strong>Tender reference and Date</strong></td>
<td>TEDA/4566/50MW(ac)-Kayathar/2017-18.</td>
</tr>
<tr>
<td><strong>Scope of work</strong></td>
<td>The successful bidder shall be responsible for development of solar park and establishment of 50 MW (AC) grid connected solar power plant on a “Build, Own, Operate, Transfer” basis and developing necessary infrastructures like Leveling and developing (landscaping) of land, approach road to site, Evacuation facilities, providing basic amenities like water &amp; drainage supply, fencing, Maintenance of internal power supply and water supply, cleanliness and waste disposal.</td>
</tr>
<tr>
<td><strong>Downloading of Bidding Document</strong></td>
<td>The Bidding Document can be downloaded online only through website of TEDA (<a href="http://www.teda.in">www.teda.in</a>) and <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>.</td>
</tr>
<tr>
<td><strong>Cost of Tender Document</strong></td>
<td>Rs. 1000/- (Rupees One Thousand only) per Tender Document for direct purchase from TEDA. The Tender document fee is waived for the downloaded Tender Document in website <a href="http://www.teda.in">www.teda.in</a> and <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>.</td>
</tr>
<tr>
<td><strong>Last date and time of receipt of pre-bid queries from the Bidders.</strong></td>
<td>18.06.2018 @ 3.00 P.M.</td>
</tr>
<tr>
<td><strong>Pre-bid meeting date, time and place.</strong></td>
<td>30.05.2018 @ 3.00 P.M. at TEDA office.</td>
</tr>
<tr>
<td><strong>Due date, time and place for submission of “Techno-Commercial Bid” and Price Bid.</strong></td>
<td>21.06.2018 @ 03.00 P.M. at TEDA office.</td>
</tr>
<tr>
<td><strong>Techno-Commercial Bid Opening (except Price Bid)</strong></td>
<td>21.06.2018 @ 03.10 P.M. at TEDA office.</td>
</tr>
<tr>
<td><strong>Price Bid Opening</strong></td>
<td>Will be intimated only to the bidders who are qualified in Techno commercial bid.</td>
</tr>
<tr>
<td><strong>Cost of Processing fee (Non-refundable applicable for the Bidder)</strong></td>
<td>Amount: <strong>10,000 INR</strong> (Indian Rupees Ten Thousand only) inclusive of all applicable taxes. To be submitted by the <strong>Bidder</strong> in the form of Demand Draft or Banker’s Cheque.</td>
</tr>
<tr>
<td><strong>EMD amount</strong></td>
<td><strong>Rs. 2,50,000.00/-</strong> EMD amount is to be submitted in the form of Indian Rupees by way of Demand Draft or Banker’s Cheque/ Bank Guarantee (format is enclosed as Annexure C) only, from any of the Nationalized/ Scheduled /Foreign banks, drawn in favour of “Tamil Nadu Energy Development Agency” and payable at Chennai only. EMD submitted in any other forms will be SUMMARILY REJECTED</td>
</tr>
</tbody>
</table>
| **Address for submission of Techno-Commercial Bid** | The General Manager
Tamil Nadu Energy Development Agency
V Floor, EVK Sampath Maaligai, Chennai-600006. |
Important Note:

1. The Prospective Bidders are requested to remain updated for any or all notices, amendments, corrigendum, clarifications etc. to the Bidding Document published through the website www.teda.in. No separate notifications shall be issued for such notices, amendments, corrigendum, clarifications etc. in the print media or individually to the prospective Bidders and in no case TEDA shall be held responsible for any loss of information to the Bidders.

2. Intimation regarding notification on the above shall be updated and available on www.teda.in.

3. If any one of above mentioned date in bid information sheet happens to be a holiday next working day will be the due date.

4. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

5. Bid documents shall be page numbered & bounded. Any loose/ unbounded documents or documents which are not page numbered shall not be accepted.
SECTION 1: EXECUTIVE SUMMARY
1. Executive Summary:

1.1. TEDA is an independent agency of Government of Tamil Nadu has been earmarked as a pioneer in promoting Energy Efficiency and Renewable energy across the state, invites the prospective bidders to Development of Solar Park and to establish the 50 MW(AC) Grid connected Solar Power Plant in its own land at Kayathar, Thoothukudi district.

1.2. Vision 2023 of Tamil Nadu (“Vision 2023”) sets a Strategic Plan for Infrastructure Development for the state to reach the desired outcomes by 2023. One of the main themes of TN -Vision 2023 has been set that “Tamil Nadu will provide the best infrastructure services in India in terms of universal access in Housing, Water & Sanitation, Energy, Transportation, Irrigation, Connectivity, Healthcare, and Education” emphasizing energy through a selective thrust for green power by maximizing investments in Wind Power to create incremental generation capacity of 10,000 MW and 5,000 MW in solar energy.

1.3. In order to meet the targets of ‘Vision Tamil Nadu 2023’ an accelerated deployment of renewable energy sources is required. The Vision 2023 Renewable energy targets and the Renewable Energy Purchase Obligations (RPO) set by the Ministry for New and Renewable Energy for the year 2022 has propelled TEDA to develop a solar park and to establish 50 MW(AC) Solar Power Plant in its own land at Kayathar.


1.5. This project intended to be demonstration project of better utilisation of land with installation of high end technologies in SPV for mutual benefits. It will be a platform for the developer to showcase their capabilities and expertise in latest technologies.

1.6. TEDA intends to select suitable bidder for the Development of Solar Park and Establishment of 50 MW (AC) Grid-Connected Solar power plant through reverse bidding process in accordance with the procedure set out in this tender.
SECTION-II DEFINITIONS
Definitions:

“Average Pooled Purchased Cost (APPC)” shall mean the weighted average price at which an electricity distribution company buys power from various sources.

“Basic Qualification Requirements” shall mean the qualification requirements as set forth in Section IV of this tender;

“Bid” shall mean the Techno commercial Bid and the Financial Bid submitted by the Bidder, in response to this tender in accordance with the terms and conditions hereof.

“Bidder” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ 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”;

“Bidding Company” shall refer to such single company that has submitted the Bid in accordance with the provisions of this tender;

“Bidding Consortium” or “Consortium” shall refer to a group of companies that has collectively submitted the Bid in accordance with the provisions of this tender;

“Eligible Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Techno commercial Bid (Technical-Bid) as per section VIII, stand qualified for opening and evaluation of their price Bid;

“EMD” shall mean the unconditional and irrevocable amount/bank guarantee to be submitted along with the Bid by the Bidder under Clause 6.6 of this tender.

“Capacity Utilization Factor” or “CUF” means the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8760 Hours) in a calendar year shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time;

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under sub – section (1) of Section-76 of the Electricity Act, 2003 or its successors;

“Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this tender if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder;

“Performance Bank Guarantee (PBG)” ascribed it in Clause 9.4 of this tender;

“Contract Year” shall mean the period beginning on the Scheduled Delivery Date and
ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA;

“Delivery Point” shall be the same as injection point

“Electricity Act 2003” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

“Feed in Substation” shall be the substation of TANGEDCO / TANTRANSCO.

“Injection Point” is the point located at the low voltage Bus bar of substation of Transco / Discom, the injection point shall also be the Delivery point or the metering point for estimation of energy generation, shall also mean “Point of Connectivity

“Interconnection Point” shall mean the point where the power from the transmission line reaches to the switchyard bus of Transco / Discom at the Injection Point, the interconnection point shall be located in the periphery of Transco / Discom substation.

“Lead Member of the Bidding Consortium” or “Lead Member” shall mean the Member which commits at least 51% equity stake in the Project Company and so designated by other Member(s) of the Bidding Consortium;

“Letter of Credit or LC” shall mean as a documentary credit, is a written commitment by a bank on behalf of a TEDA that payment be made to a Successful bidder provided that the terms and conditions stated in this tender.

“Letter of Intent” or “LOI” shall mean the letter to be issued by the TEDA to the Successful Bidder for supply of power;

“Member of a Bidding Consortium” or “Member” or “Consortium Member” shall mean each company in the Bidding Consortium which has executed the Consortium Agreement.

“Parent Company” shall mean a company that holds at least twenty six percent (26%) of the paid - up equity capital directly in the Bidding Company or in the Member of a Bidding Consortium, as the case may be;

“PPA” shall mean the Power Purchase Agreement to be executed by the Successful bidder with TEDA.

“Project Company” shall mean the company, incorporated by the Bidder as per Indian laws.

“Quoted Tariff” shall mean the discounted tariff quoted by the bidder in the Price bid.

“ROC” shall mean the Register Of Companies.

“Successful Bidder” shall mean the Bidder selected by TEDA pursuant to this tender for supply of power by itself or through the Project Company as per the terms of the tender Documents, and to whom a Letter of Intent has been issued;
“TANGEDCO” shall mean the Tamil Nadu Generation and Distribution Corporation.

“TNERC” shall mean the Tamilnadu Electricity Regulatory Commission.
SECTION-III PROJECT INFORMATION.
3. PROJECT INFORMATION:

3.1 PROJECT SITE:

The project site for the development of Solar Park and the establishment of 50 MW (AC) Grid connected Solar power plant is situated in Kayathar, Kovilapatti Taluk, Thoothukudi district.

3.2. PROJECT SITE AREA:

a. General information of the project site is as follows:

Kayathar Project site:

<table>
<thead>
<tr>
<th>SI No</th>
<th>Area/Village</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Therukku illanthaikulam.</td>
</tr>
<tr>
<td>2.</td>
<td>Pannikkarkulam.</td>
</tr>
<tr>
<td>3.</td>
<td>Ayyanaroothu village.</td>
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</tbody>
</table>

3.3 SOLAR INSOLATION:

The estimated Yearly Global Horizontal Irradiance (GHI) for Kayathar is approximately 1962.9 kWh/m². The bidder has to adopt these solar insolation data for guaranteed net energy export calculations including other calculations.

3.4 Power Evacuation:

Kayathar 400/230-110 KV is the nearest Grid substation available.

3.5 Site Visit:

3.5.1 The Bidders are also advised to visit the proposed site and familiarize themselves with the on-ground conditions without waiting for the Project Agreements to be issued. Bidders are free to visit the site on their own, at their own cost, by informing TEDA. Bidders are encouraged to submit their respective Bids after visiting the proposed location and ascertaining for themselves including but not limited to the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, prudent utility practices and any other matter considered relevant by them. If a Bidder wishes to visit the proposed site, then it will be required to, at least 3 (three) days prior to the visit, send an e-mail request to gm@teda.in and
gm1@teda.in specifying the date and time of such visit and the names of the persons who will be conducting the site visit. Unless any clarification or concern is raised by TEDA, Bidders will be deemed to having been granted permission by TEDA for accessing the proposed site during the site visit. The cost of visiting the proposed Kayathar site and verifying other information shall be borne solely by the Bidder only.

3.5.2 It will be assumed that Bidders will have accounted for all relevant factors, including but not limited to technical data, site conditions, climate, weather conditions, availability of power, water and other utilities for construction, access to the site, handling and storage of materials, applicable laws, prudent utility practices and regulations, while submitting their Bids. Bidders will be deemed to have full knowledge of the proposed Kayathar site, including their rights, duties and obligations under the Project Agreement.

3.5.3 The site is under possession of the TEDA.

3.6 GRID CONNECTIVITY:

3.6.1 The Successful bidder should pay the open access application fee in advance to TEDA as per the Hon'ble TNERC’s Intra State Open Access Regulations 2014. The Successful bidder has to establish power evacuation facility based on the load flow study results i.e. the Successful bidder has to erect the power evacuation line from their proposed solar power plant to the STU/TANGEDCO substation at their cost as per section 10(1) of the Electricity Act, 2003.

In case, if new substation is required for power evacuation, the successful bidder has to establish the substation and erect the transmission line upto TANTRANSCO grid substation which will be identified in load flow study as per section 10(1) of the Electricity Act, 2003.

3.6.2 The Solar Power Plant shall be designed for inter-connection with STU/TANGEDCO substation through dedicated transmission line/cable at voltage level of 11 KV and above.

3.6.3 The responsibility of getting connectivity with the transmission system owned by the STU/TANGEDCO will lie with the TEDA. The cost of getting connectivity and cost of the transmission line up to the “feed in substation” viz the point of interconnection where the metering is done shall be borne by the Successful bidder. This transmission line shall be constructed by the STU or TANGEDCO, whoever owns the feed in substation. However the entire cost of transmission
including cost of construction of line, will be borne by the successful bidder and will not be met by the TEDA.

3.6.4 The delivery point of power shall be at TANGEDCO/TANTRANSO SS i.e. Metering point will be at TANGEDCO/TANTRANSO SS.

3.7 **Land:**

The required land for development of Solar park and establishment of 50 MW (AC) grid connected solar power plant in Kayathar, Thoothukudi district shall be provided by Tamil Nadu Energy Development Agency.

3.8 **Project Agreement:**

The Project Agreement shall means, the agreements to be executed by a Successful bidder with TEDA, as required, including but not limited to PPA, after completion of Reverse bidding process.

3.9 **MNRE Support:**

In accordance with MNRE Guidelines dated 21st March 2017, the project can avail the grant from MNRE for preparing Detailed Project Report (DPR) of the Solar Park for conducting surveys etc. Thereafter, the project may apply for eligible subsidy of up to Rs.20 lakhs/MW or 30% of the project cost including Grid Connectivity cost, whichever is lower, subject to the approval of MNRE. As per the updated guidelines of MNRE (referred to above previously), the central grant will be apportioned between development of solar park and development of external transmission system in the ration 60:40 i.e., Rs. 12 Lakh per MW or 30% of the project cost whichever is lower may be provided to Successful bidder and Rs. 8 Lakh per MW or 30 % of the project cost whichever is lower will be provided to CTU or STU towards the development of external transmission system.
SECTION IV- BID QUALIFICATION REQUIREMENTS (BQR).
4. **BASIC QUALIFICATION REQUIREMENTS (BQR).**

4.1 A bidder should be a registered company/firm in India for at least past three completed financial years. (Note: Proof of Certificate of Incorporation, Memorandum of Association (MoA) & Articles of Association (AoA) should be submitted along with Techno commercial bid).

4.2 A bidder can participate as a consortium, the number of members in such consortium shall not exceed three (3). Each member of the Consortium shall be a Registered Company in existence for at least past three completed financial years. (Note: Proof of Certificate of Incorporation, Memorandum of Association (MoA) & Articles of Association (AoA) should be submitted for each member along with Techno commercial bid).

4.3 A bidder can participate as a consortium, the copy of consortium agreement shall be submitted along with (OR) A letter of intent to execute a consortium agreement in the event of a successful bid shall be signed by all the partners and submitted with the Bid together with the copy of the proposed consortium Agreement.

4.4 A Bidder or Consortium partners shall cumulatively have a minimum net worth of Rs.7.5 crores in all of the last three audited years from 2014-15 as per Annexure-B.

4.5 Bidder or any of the consortium members should have executed contracts of Design, Engineering, Supply, Erection, Commissioning of Solar PV Power Plant(s) with cumulative capacity of 10MWp or above as on the original scheduled date of tender opening and out of which at least one Solar PV Power Plant shall be of minimum 5MWp capacity or above and should be in successful operation for at least one year within the last 7 years as on the original scheduled date of tender opening. (Note: Copy of Work Orders and performance certificates obtained from the end user if system was paid for by the end user or by the Government agency should be submitted along with Techno commercial bid).

4.6 Bidder/All the consortium partners (in case of consortium) shall not be currently blacklisted by any of the State or Central Government or organizations of the State or Central Government or Union Territories of India as on date of submission of tender. (Note: Proof shall be submitted as per Annexure-D)

4.7 Special Conditions for the Consortium:
a. Among the Consortium partners, the Prime Bidder shall submit the Bid with the Power of Attorney signed by the legally authorized signatories of all the partners authorizing the Prime Bidder in this regard.

b. In case of a successful Bid, the Project Agreements shall be signed by the Prime Bidder so as to be legally binding on all the partners.

c. The Prime Bidder shall be authorized by the Consortium partners to act on their behalf to incur liabilities and receive instructions for and on behalf of him and all partners of the consortium and entire execution of the contract including payment shall be done exclusively by the Prime Bidder.

d. All Partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance to the contract terms and a statement to this effect shall be included in the authorization mentioned above as well as in the Bid and in the agreement (in case of Successful bid). The consortium agreement shall indicate precisely the role of the members of the consortium in respect of the contract. Copy of the consortium agreement shall be submitted with the Bid. Consortium agreement shall be registered in India.

e. Alternatively, a letter of intent signed by all the partners to execute a Consortium agreement in the event of a successful bid shall be submitted with the bid together with the copy of the proposed agreement. The consortium agreement shall be registered before execution of agreement with TEDA so as to be legally valid and binding on all partners.

f. Auditor Certificate has to be submitted for share holding pattern.

g. Only one Bid will be allowed from a Consortium. The partners of Consortium are not allowed to bid individually or to be the partner of another Consortium.
SECTION V- INFORMATION AND INSTRUCTION TO BIDDERS:
5 INFORMATION AND INSTRUCTION TO BIDDERS:

5.1 General instructions:

5.1.1 It will be imperative for each Bidder to familiarize himself with the prevailing legal situations for the execution of contract. TEDA should not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

5.1.2 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TEDA. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

5.1.3 The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and tariff quoted in the Bid to cover all obligations under this Tender.

5.1.4 It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of Tariff in the Tender by the Bidder will be permitted throughout the period of Agreement on account of any reasons whatsoever.

5.1.5 The Bidder should make all arrangements as part of the contract for Development of solar Park and Establishment of 50 MWp (AC) Grid connected Solar Power Plant on a BOOT model in TEDA’s land at Kayathar.

5.1.6 The Bidder is fully and completely responsible to TEDA and concerned government department of Tamil Nadu for all the deliveries and deliverables. The bidder is also responsible for the proper functioning of the finally erected systems.

5.1.7 All Statutory obligations / liabilities like Salary, ESI, P.F., as per Labour Laws for the persons employed for this contract will be the responsibility of the bidder. TEDA will not make any direct payment thereof and will not be responsible for any lapses by the bidder.

5.1.8 Mere submission of any tender offer connected with these documents and specification shall not constitute any agreement. The bidder shall have no cause of action or claim, against TEDA for rejection of his offer. TEDA shall always be at liberty to reject or accept any offers at its sole discretion and any such action
will not be called into question and the Bidder shall have no claim in that regard against TEDA.

5.1.9 TEDA reserves the right to reject or accept the bid of any bidder, if in the opinion of the TEDA, the qualification data is incomplete or in the opinion of the Governing Body the bidder is found not qualified.

5.1.10 All the intending bidders are requested to note that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by such bidders will be forfeited in addition to blacklisting them for future tenders/contracts in TEDA and also cancelling the award of contracts issued to them.

5.1.11 The bidders are requested to furnish copy of PAN No. details and GST certificate.

5.2 Bidding Documents:

5.2.1 The Bidding Document include but not limited to the Tender, PPA, LLA, Addendum and Corrigendum etc.

5.2.2 The Bidding Document must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bidding Document, the Bidder must inform TEDA at the earliest. TEDA will then direct the Bidders regarding the interpretation of the Bidding Document.

5.2.3 TEDA shall not be responsible for the completeness of the Bidding Document, if they are not downloaded in complete respect by the Bidder from time to time.

5.3 ACKNOWLEDGEMENT BY BIDDER

5.3.1 It shall be deemed that by submitting a Bid, the Bidder has:

5.3.2 made a complete and careful examination of the Bidding Document (including all instructions, forms, terms and specifications) and any other information provided by TEDA in the Bidding Document or pursuant to this tender and that the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the tender in any respect will be at the Bidder’s risk and may result in rejection of the Bid;

5.3.3 received all relevant information requested from TEDA;

5.3.4 accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of TEDA;

5.3.5 satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, for the development of the Project
and performance of its obligations under the Project Agreements;

5.3.6. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Document or ignorance of any matter in relation to the Project(s) shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from TEDA, or a ground for termination of the Project Agreements; and

5.3.7. agreed to be bound by the undertakings provided by it under and in terms of this tender and the Project Agreements.

5.4 Clarifications and Queries:

5.4.1 If a Bidder requires any clarification on or has any query in relation to the Bidding Document, it shall submit such query or request for clarification to TEDA through email to gm@teda.in and gm1@teda.in as per the timelines mentioned in the NIT.

5.4.2 TEDA shall make reasonable efforts to respond to the queries or requests for clarifications, on a non-attributed basis at the earliest. However, TEDA reserves the right not to respond to any query or provide any clarification, at its sole discretion.

5.4.3 TEDA may, at its own, if deemed necessary, issue clarifications to all the Bidders.

5.4.4 TEDA shall respond to the Bidder’s queries/ clarifications through email. It shall be the Bidders responsibility to regularly visit the TEDA’s website and keep itself updated regarding any Addendum, Corrigendum and Clarification etc. that may be issued by TEDA from time to time.

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

5.5 Pre-Bid meeting:

5.5.1 All Bidders are invited to attend the Pre Bid meeting on the date, time and place as mentioned in the NIT. The purpose of the Pre Bid meeting will be to clarify issues and answer questions on any matter relating to the Bidding Document, the Bid Process, and the Kayathar site.

5.5.2 All Bidders may nominate up to two (2) authorized representatives to participate in the Pre Bid meeting, by confirming their participation at least 2 (two) days prior to the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to gm@teda.in and gm1@teda.in.

5.5.3 Notwithstanding Clause 5.5.1 above, during the course of the Pre Bid meeting, all the Bidders will be free to seek clarifications and make suggestions to TEDA.
5.5.4 Non-attendance at the Pre Bid meeting shall not be a cause for disqualification of any Bidder from participating in the Bid Process.

5.6 Amendment, Corrigendum Of Bid Documents

5.6.1 TEDA may, for any reason, whether at its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre Bid Meeting, amend the Bidding Document by issuing an Addendum and Corrigendum at any point of time before the Bid Due Date.

5.6.2 All Addendum and Corrigendum shall be provided on the TEDA’s website.

5.6.3 The Bidders are required to read the Bidding Document along with any Addendum and Corrigendum that may be issued in accordance with this Clause 5.6.

5.6.4 Each Addendum and Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance on the Addendum and Corrigendum.

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

5.7 Capacity of the project:

The capacity of the Solar Power Projects shall be 50 MW. The 50 MW capacity should mean the AC capacity rating at the delivery point i.e. at the grid substation where the Project would be connected to, and accordingly the bidder can choose the DC rating of his/her solar field to meet the AC rating at the delivery point.

5.8 Tariff for supply of power:

5.8.1 The ceiling limit for Quoted Tariff is fixed at 3.47 INR (Indian Rupees Three and Four Seven Paisa only) per kWh. The applicable tariff / PPA Tariff will be arrived after deducting the discount offered by the bidder from the ceiling limit tariff.

5.8.2 Bidders are required to quote Single fixed tariff for 25 years only in the Price Bid in prescribed Format-3. TEDA will not entertain different tariff for every year, any bid with different tariff will be considered disqualified.

5.8.3 TEDA will be liable to pay the successful bidder the tariff as signed in the PPA.

5.9 Power Generation by Successful bidder:

5.9.1 Criteria for generation:
The Capacity Utilization Factor (CUF) shall be 19%, calculated on yearly basis. The declared annual CUF shall in no case be less than 19% i.e 83.22 Million Units.

5.9.2 Shortfall in generation:

If for any Contract Year, it is found that the Successful bidder has not been able to generate minimum energy of 83.22 Million units, corresponding to the value of annual CUF below the limit of CUF specified i.e.19%, declared by the successful bidder, on account of reasons solely attributable to the successful bidder, such shortfall in performance shall make the successful bidder liable to pay the compensation for the actual shortfall in terms of units at the prevailing forbearance price fixed by the CERC/TNERC.

5.9.3 Excess generation:

Any excess generation is more than CUF specified i.e.19%, the TEDA will purchase the excess generation, at Average Pooled Purchase Cost (APPC) or the Accepted unit cost by TEDA or the applicable preferential tariff, whichever is less.

5.10 Commissioning:

5.10.1 Part Commissioning:

Part commissioning shall be accepted for 50% of the 50MW (AC) capacity.

5.10.2 Commissioning Schedule and Liquidated Damages for Delay in Commissioning:

The solar power plant shall be commissioned within 10 months from the date of signing of Power Purchase Agreement. In case of failure to achieve this milestone, TEDA shall encash the Performance Guarantee in the following manner:

I) Delay up to Five months:

TEDA will encash the Performance Bank Guarantee on per day basis and proportionate to the Capacity not commissioned, with 100% encashment for 5 months delay beyond stipulated commissioning period of 10 months.

II) Delay beyond five months:

In case the commissioning of project is delayed beyond 5 months, the successful bidder shall, in addition to 100% encashment of Bank Guarantee, shall pay TEDA a sum of Rs.10,000/- per MW per day of delay for the delay in such remaining capacity which is not Commissioned.
III) The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and payment of Liquidated Damages shall be 9 months from the scheduled date of commissioning. The amount of Liquidated Damages worked out as above shall be recovered by TEDA from the payments due of the Project Developer on account of Sale of Solar Power to TEDA. In case, the Commissioning of the Project is delayed beyond 9 months from the scheduled date of commissioning, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. Also, if the project is not commissioned beyond 9 months from the scheduled date of commissioning, the PPA will be terminated.

5.11 Commercial Operation Date (COD):

5.11.1 The projects commissioned during a month shall be or payment of energy @ 50% of the accepted unit cost as infirm power till Commercial Operation Date (COD). The COD shall be considered 40 days from the actual date of commissioning of the first part capacity. The tenure of Agreement shall commence from Commercial Operation Date of the first part commissioning of the project.

5.11.2 In case of part-commissioning also, COD for the part commissioned capacity shall be 40 days from the actual date of commissioning of that part commissioned capacity and therefore the clause for payment of energy @ 50% of the accepted unit cost as infirm power till Commercial Operation Date (COD) will apply to the part commissioned capacity also.

In such cases, where

(i) Some capacity of the project is commissioned and COD for that capacity has been achieved, whereas

(ii) Some more capacity has been commissioned but COD for that capacity has not been achieved, then the metered energy will be distributed on pro-rata basis between

(a) Capacity commissioned & COD achieved and
(b) Capacity commissioned but COD not achieved.

5.12 Repowering:

The Successful bidder will be free to re-power their plants from time to time during the PPA period. However, the TEDA will be obliged to buy power only
within the CUF specified in the Agreement. Any excess generation will be purchased by the TEDA at Average Pooled Purchase Cost (APPC) or the accepted unit cost by TEDA or the applicable preferential tariff, whichever is less. If there is any shortfall of generation after repowering of plant, the Successful bidder shall pay TEDA the prevailing forbearance price fixed by the CERC/TNERC for the actual shortfall in units.

5.13 **Off-take Constraints:**

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability, the same does not happen. In such cases the generation compensation shall be addressed by the TEDA in following manner:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Duration of Grid unavailability</th>
<th>Provision for generation compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Grid unavailability of upto 175 hours in a financial year:</td>
<td>No generation compensation</td>
</tr>
<tr>
<td>b.</td>
<td>Grid unavailability beyond 175 hours in a financial year:</td>
<td>The normative CUF of 19% for the period of grid unavailability beyond 175 hours shall be taken for the purpose of generation compensation. Corresponding to this generation loss, the excess generation by the Successful bidder in the succeeding financial year(s), shall be procured by the TEDA at the accepted unit cost or the APPC rate, whichever is higher, so as to offset this loss.</td>
</tr>
</tbody>
</table>

5.14 **Termination compensation:**

In order to increase the bankability of the PPA, it is important to keep such PPA sacrosanct. Accordingly, the TEDA and the Successful bidder are restricted from unilateral termination or amendment of the Agreement.

Notwithstanding above, in case, such a scenario arises, there shall be a termination compensation to be paid in the following manner:
5.14.1: Termination of Agreement for reasons solely attributable to the Successful bidder:

The TEDA shall not be liable to pay any termination compensation to the Successful bidder. The Lender(s) may take over the project and manage it themselves, or they may bring in new promoter(s). Save as otherwise provided in the guidelines, the Successful bidder cannot terminate PPA to supply power to a third party.

For all other cases:

Save as otherwise excluded in the Force Majeure clause(s) in the PPA, balance debt (as per the Debt-repayment schedule) or actual debt, whichever is less, minus the insurance coverage on the plant, shall be provided by the TEDA to the Successful bidder. The solar power plant shall be handed over to TEDA.

Notwithstanding the above, the Successful bidder may choose not to take the termination compensation and retain the project assets, with the consent of the lenders.

5.15 Technical Specification:

A. All the technical specifications of solar park shall be in accordance to MNRE’s solar park Guidelines.

B. All components of the solar PV plant shall be in accordance with technical specifications given in relevant IS/IEC standards. The design and commissioning also shall be as per latest IS/IEC standards which are provided in Annexure-A as per MNRE Guidelines.

5.16 Operational Maintenance:

The successful bidder should do the operation & Maintenance for the period of 25 years and the meticulous records should be maintained.

5.17 Correspondence with bidders

Save as expressly provided in these Bidding Document, TEDA shall not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

5.18 Proprietary Data:

All documents and other information provided by TEDA or submitted by a Bidder to TEDA will remain or become the property of TEDA, as the case may be. Bidders are required to treat all information provided by TEDA in the tender and other Bidding Document as strictly confidential and not to use them for any
purpose other than for preparation and submission of their Bids.

5.19 **Confidentiality Obligations of TEDA:**

TEDA shall treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. TEDA may not divulge any such information or any information relating to the evaluation of the Bids or the Bid Process, unless:

5.19.1 Such publication is contemplated under these Bidding Document; or

5.19.2 such publication or disclosure is made to any Person who is officially concerned with the Bid process or is a retained professional advisor advising TEDA or the Bidder on matters arising out of or concerning the Bid Process; or

5.19.3 such publication is made for promoting the development of solar park and establishment of 50 MW in Kayathar, including the names of Bidders that participated in the Bid Process and the tariff quoted by them; or

5.19.4. It is directed to do so by any statutory authority that has the power under law to require its disclosure; or

5.19.5. Such publication is to enforce or assert any right or privilege of the statutory authority and/or TEDA or as may be required by law (including under the Right to Information Act, 2005); or

5.19.6. in connection with any legal process.

5.20 **FRAUD AND CORRUPT PRACTICES:**

5.20.1 Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this tender, TEDA may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

5.20.2 Without prejudice to the rights of TEDA under Clause 5.20.1 above, if a Bidder is found by TEDA to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by the TEDA or
any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the TEDA, from the date such Bidder is found by TEDA to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

5.20.3 For the purposes of this Clause 5.20, the following terms will have the meanings given to them below:

a) Corrupt practice means:

offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the TEDA or Advisors who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Units or arising from it, before or after its execution, at any time prior to the expiry of one (1) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the TEDA will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or

appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of all the Project Agreements, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or any of the Project Agreements, who at any time has been or is a legal, financial or technical advisor of the TEDA on any matter concerning the Projects.

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

c) Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to improperly influence the actions of a Person;

d) undesirable practice means: (i) establishing contact with any Person connected or employed or engaged by TEDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a conflict of interest, as defined in the tender; and

e) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.
5.21 Rights of TEDA:

5.21.1 TEDA at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to

5.21.2 at any time to cancel or suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;

5.21.3 consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Technical and Financial requirement at any stage of the Bid Process till expiry of Contract Year;

5.21.4 retain any information, documents and/or evidence submitted to TEDA by and/or on behalf of any Bidder;

5.21.5 independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;

5.21.6 reject a Bid, if:

i. at any time, a material misrepresentation or incorrect or false information is made or uncovered;

ii. the Bidder in question does not provide, within the time specified by TEDA, the supplemental information sought by TEDA for evaluation of the Bid; or

iii. accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders. If TEDA annuls the Bid Process and rejects all Bids, it may, in its sole discretion, invite fresh Bids from all the qualified Bidders.

5.21.7 If TEDA exercises its right under the Bidding Document to reject a Bid and consequently an Eligible Bidder which, during the price bid opening, quoted the lowest tariff for a particular Unit gets disqualified or rejected, then TEDA reserves the right to:

a. select the Eligible Bidder which, during the price bid opening, quoted the next lowest discounted tariff for that Unit; or

b. take any such measure as may be deemed fit in the sole discretion of TEDA, including inviting fresh Bids from the Qualified Bidders or annulling the Bid Process.

5.21.8 If it is discovered during the Bid Process, at any time before signing the Project Agreements or after their execution and while they are in force that the Technical
and Financial requirement has not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:

i) the Bidder shall be disqualified forthwith, if not declared as the Successful Bidder by the issuance of the LOI; or

ii) the LOI shall be liable to be cancelled or the Project Agreements shall be liable to be terminated forthwith, if the Bidder has been declared as the Successful Bidder. TEDA shall not be liable in any manner what soever to the Bidder for such cancellation or termination.

5.21.9 TEDA shall have the right to forfeit and appropriate the EMD, and if after the execution of the Project Agreements the relevant counterparty(ies) to the Project Agreements shall have the right to forfeit and appropriate the Performance Security or Performance Bank Guarantee or equivalent, as a mutually agreed genuine pre-estimate of the loss suffered by TEDA or the relevant counterparty(ies) to the Project Agreements, as the case may be, for, amongst others, TEDA's or the relevant counterparty(ies) time, cost and efforts. Such forfeiture will be without prejudice to any other right or remedy that TEDA may have under the Bidding Document and the relevant counterparty(ies) to the Project Agreements may have under the respective the Project Agreements or applicable law.

5.22 **Arbitration:**

Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated only by the TNERC.

5.23 **Jurisdiction:**

The competent courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bid process and the tender.
SECTION-VI PREPARATION AND SUBMISSION OF BIDS
6 COST OF BIDDING:

The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bid Process. TEDA and its employees and advisors shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

6.1 BID PREPARATION:

6.1.1 Bidders should examine all Instructions, Terms and Conditions and Technical specifications as given in the Tender documents. Failure to furnish information required by the Bid or submission of Bids not substantially responsive or viable in every respect will be at the Bidder’s risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be held as non-responsive and will be rejected.

6.2 Letter of Authorization:

6.2.1 A letter of Authorization from the Board of Directors or Managing Director or CEO of Bidder organization authorizing the Tender submitting authority or a Power of Attorney should be submitted in the Techno commercial Bid. The Bids received without the Letter of Authorization or Power of Attorney will be summarily rejected.

6.3 LANGUAGE OF BID AND CORRESPONDENCE

6.3.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and TEDA shall be in English language only.

6.4 BID DUE DATE

6.4.1 The submission of the bid shall be made on or before the bid due date as mentioned in the Bid information sheet as per the requirement mentioned in respective clauses shall be submitted by the Bidder as per the timelines mentioned in the NIT. If any bid is received, after the specified time on the Bid Due Date, it shall be rejected and shall not be opened by TEDA. In such cases, all documents submitted by a Bidder shall not be returned.

6.4.2 TEDA may, at its discretion and for any reason, including to afford Bidders a reasonable time for taking an Addendum/Corrigendum into account in preparing the bid, extend the Bid Due Date for all Bidders by issuing an Corrigendum, in which case all rights and obligations of TEDA and the Bidders will thereafter be subject to the Bid Due Date as extended.
6.5 **Tender Processing Fee (TPF):**

Each bidder shall submit the techno commercial bid accompanied by Tender Processing Fee for an amount of Rs.10,000/- (Rupees Ten Thousand only) by way of Demand Draft or Banker’s Cheque. TPF Submitted any other forms will be SUMMARILY REJECTED.

a) TPF shall be kept in Techno Commercial Bid Cover.

b) The TPF amount of the bidder will not be refunded.

c) The bids received without the specified Tender processing fee will be SUMMARILY REJECTED.

6.6 **Earnest Money Deposit (EMD):**

6.6.1 Each Bidder shall submit the Bid accompanied by EMD, in the form of Bank Guarantee as per Annexure-C or Demand Draft or Banker’s cheque for an amount of Rs. 2,50,000,00/- (Rupees Two crores and fifty lakhs only) for 50 MW(AC) issued by any of the scheduled Banks or Nationalized Banks or foreign banks in the case of a Consortium, the Lead Member shall furnish the EMD as stipulated in the tender, on behalf of the Consortium Members as per the Consortium Agreement.

6.6.2 The EMD’s of all Bidders, who’s Bids are declared non-responsive, shall be returned and released by TEDA within thirty (30) days after the date on which the Financial Bids are opened.

6.6.3 After the bidding process is over, TEDA shall release the EMD to the unsuccessful bidders within 30days.

6.6.4 The EMD of the Successful Bidder shall be returned on the submission of Performance Bank Guarantee as per Annexure-C of the tender and the provisions of the PPA.

6.7 **Bid submission:**

The Bids should be submitted as per the instructions given below in the sub sections. The Bids should be addressed to “The General Manager, TEDA, V Floor, EVK Sampath Maaligai, No.68, College Road, Chennai 600 006, Tamil Nadu, India. Only bound bids with all pages serially numbered alone will be accepted.

6.8 **Techno commercial Bid:**

The techno commercial bid contains signed Tender Document, Last three year annual audited accounts, EMD payment, net worth certificates for 3 years and payment of tender processing fee through Demand Draft/Bankers Cheque has to be paid in Indian Rupees, from any of the Nationalized/Scheduled/ Foreign banks, drawn in favour of “Tamil Nadu Energy Development Agency” payable at
Chennai only. This should not contain any price details. The bidder should be furnished Auditor Certificate, Annual Account, GST certificate(s).

6.9 **Sealing the Techno Commercial Bid:**
The Techno Commercial bid should be placed in a separate cover (Format 1) and sealed appropriately. The Techno Commercial bid cover should be supercribed with “Techno Commercial Bid (Format 1) – Development of Solar Park and Establishment of 50 MWp (AC) Grid connected Solar Power Plant on Build, Own, Operate, Transfer TEDA’s land at Kayathar through reverse bidding process. Tender Ref.:_____________ due on _______. The “FROM” address and “TO” address should be written without fail otherwise the Techno Commercial bid is liable for rejection.

6.10 **Price Bid:**

6.10.1 The Bidder shall quote the discounted tariff for the capacity of 50 MW (AC) in their Price Bid as per the Format-3. In no case, the quoted Tariff/PPA Tariff quoted by the Bidder cannot be more than the tariff of 3.47 INR (Indian Rupees Three and Four Seven Paisa) per kWh for all the Projects.

6.10.2 The quoted discount Tariff shall be expressed in INR per kWh. The bid is liable for rejection if Price Bid contains conditional offers or partial offers and if quoted in any currency other than INR.

6.10.3 The bidder should quote tariff price with all inclusive of applicable taxes.

6.11 **Sealing the Price Bid:**

The Price Bid should be placed in a single separate cover (Envelope-B) and sealed appropriately. The Price Bid cover should be supercribed with “Price Bid (Envelope -B) Development of Solar Park and Establishment of 50 MWp (AC) Grid connected Solar Power Plant on a BOOT model in TEDA’s land at Kayathar through reverse bidding process. Tender Ref.:_____________ due on _______. The “FROM” address and “TO” address should be written without fail otherwise the Price Bid liable for rejection.

6.12 **Outer Cover:**

The Techno Commercial Bid cover (Format- 1) and Price Bid cover (Format-3) should then be put in a single outer cover and sealed. The outer cover should be supercribed with Development of Solar Park and Establishment of 50 MWp (AC) Grid connected Solar Power Plant on a BOOT model in TEDA’s land at Kayathar through reverse bidding process. Tender Ref.:_____________ due on _______. The “FROM” address and “TO” address should be written without fail otherwise the Bid is liable for rejection.
6.13 Mode of submission of Bids:

6.13.1 The Bids should be dropped in the Tender box kept at TEDA, 5th Floor, EVK Sampath Maaligai, No.68 College Road, Chennai - 600 006, Tamil Nadu, India, on or before the due date and time. The Bids will not be received personally.

6.13.2 Alternatively, if the Bidder prefers to submit the Bid by post, the Bidders should ensure that the Bids reach TEDA on or before the due date and time. TEDA will not be liable or responsible for any postal delay or any other delay whatsoever.

6.13.3 The Bids received after Due Date and Time or Unsealed or in incomplete shape or submitted by Facsimiles (FAX), E-mail etc., will be summarily rejected.

6.14 Modification and withdrawal of Bids:

The Bids once submitted cannot be modified or amended or withdrawn.

6.15 Techno Commercial Bid Opening:

The Bids will be opened by the General Manager/TEDA/Chennai-6 on the specified date & time in BIT.

6.16 Price bid Opening:

The price bids of those bidders who fulfill the BQR criteria and whose bids are qualified in Techno commercial Bid (Format-1) only will be called for price Bid opening. The Price Bids will be opened in the presence of the Bidders at TEDA. The Bidders or their authorized representatives (maximum two) will be allowed to take part in the Price Bid opening.

6.17 Tender Validity:

6.17.1 Each bid shall be valid for a period not less than one hundred and eighty (180) days from the original Bid Due Date.

6.17.2 In exceptional circumstances, prior to the expiration of the Bid validity period, TEDA may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. Bidders who agree to extend the Bid validity period shall also extend the validity of the Bank Guarantees for an equivalent period. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.
SECTION-VII SCOPE OF WORK
7. **Scope of the work:**

7.1 To develop a solar park as per MNRE guidelines dated 21st March 2017 with necessary infrastructures like Leveling and developing (landscaping) of land, developing road approach to the site, fencing, Providing basic amenities like water & drainage supply, Maintenance of internal power supply and water supply, Cleanliness and waste disposal.


7.3 The Successful bidder shall responsible for erection of power evacuation line connecting the proposed solar power plant and TANGEDCO substation.

7.4 The successful bidder shall responsible for supply solar generated power to TEDA at agreed Tariff price per unit for 25 years with CUF of 19% (a minimum of 83.22 MU).

7.5 The entire work should be completed as per the Commissioning schedule specified in clause .5.10.
SECTION VIII - EVALUATION
8: Evaluation:

8.1 Bid Evaluation

The evaluation process comprises the following four steps:

Step I – Responsiveness check.

Step II – Bid Evaluation of Techno commercial Bid.

Step III – Evaluation of Price Bid.

Step IV – Successful Bidder selection.

8.2 The Bid submitted by the Bidder shall be scrutinized for “Responsiveness Check”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this tender.

8.3 Any of the following conditions shall cause the Bid to be “Non-responsive”:

- Bids that are incomplete, i.e. not submitted any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, valid EMD, Consortium Agreement.
- Bid not received by the due date and time
- Bid having Conflict of Interest.
- Bidder submitting or participating in more than one Bid either as Bidding Company or as a Member of Bidding Consortium
- Bidder delaying in submission of additional information or clarifications sought by TEDA as applicable;
- Non submission of Tender Processing fee and EMD in acceptable form along with tender document;
- Bidder makes any misrepresentation.

8.4 Evaluation of Techno commercial Bid:

The successful bidder will be carried out considering the information furnished by Bidders as prescribed under Section X (Formats for Bid Submission). This step would involve evaluation of the Bid of the Bidding Company/ Bidding Consortium as per the provisions specified in this tender. The Bidders who have duly satisfied and complied with the BQR will be eligible for further processing.
8.5 Evaluation of Price Bid:
8.5.1 The Price Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 (as amended from time to time).
8.5.2 In cases of discrepancy between the cost quoted in Words and in Figures, the lower of the two will be considered.
8.5.3 The quoted tariff price by the bidder will be considered with all inclusive of applicable taxes.

8.6 Selection of successful bidder:
8.6.1 The lowest discounted tariff price quoted by the Bidder from the benchmark tariff of Rs.3.47/- per unit with a minimum annual generation of 83.22 MU shall be declared as successful bidder (L1 Bidder). In case both the bidders have quoted the same quoted tariff, the L1 Bidder(S) alone will be called for further negotiations, who offered lowest tariff during negotiation shall be declared as successful bidder (L1 Bidder). In case both the bidders have not agreed for negotiations, the bidder having highest net worth shall get the preference declared as successful bidder (L1 Bidder).

8.6.2 There is no obligation on the part of TEDA to communicate with rejected Bidders.

8.6.3 TEDA will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

8.6.4 Negotiations will be conducted with L1 Bidder for improvement in the Scope of Work, Specification, further reduction in rate and advancement of delivery schedule.

8.6.5 Under no circumstances shall a Bidder increase his/her quoted discounted tariff price or refuse to accept the capacity of 50 MW (AC) during the validity period after tenders are opened. Any Bidder who does so resulting in recalling of tenders by TEDA or additional expenditure to TEDA shall not only lose his EMD but also run the risk of being Black listed by TEDA.
SECTION IX-AWARD AND EXECUTION OF WORK:
9. **Acceptance of the Tender:**

The final acceptance of the Tender is entirely vested with Tender accepting authority who reserves the right to accept or reject any or all of the Tenders in full or in part. The Tender accepting authority may also reject any tender for reasons such as changes in the new technologies, court orders, accidents or calamities and other unforeseen circumstances. After acceptance of the Tender by Tender accepting authority, the Bidder shall have no right to withdraw their Tender or claim higher tariff. In the event of doing so, the bidder will be blacklisted and further deemed fit action will be taken against the bidder.

9.1 **Letter of Intent (LoI):**

After determination of the Successful Bidder in accordance with Section-VIII TEDA shall issue the Letter of Intent (LoI) to the successful bidder.

9.2 **Financial Closure:**

The Successful bidder shall report Project Financing Arrangements within 90 days from the date of signing of Agreement with TEDA.

In case of delay in achieving above condition as may be applicable, TEDA shall encash Performance Guarantee and action deemed fit. An extension for financial closure will be considered on payment of Rs.50 Lakhs for capacity of 50 MW (AC).

9.3 **Power Purchase Agreement**

9.3.1 TEDA shall enter into Power purchase agreement (PPA) with successful bidder based on this tender. A copy of standard Power Purchase Agreement to be executed between TEDA and the selected successful bidder will be made available on [www.teda.in](http://www.teda.in) after finalizing of the tender. The PPA shall be signed within 01 month from the date of issue of Letter of Intent (LoI). PPA will be executed between TEDA and successful bidder for Development of Solar Park and establishment of 50MW (AC) grid connected solar power plant on “Build, Own, Operate, transfer” model. The PPA shall be valid for a period of 25 years as per provisions of PPA.

9.3.2 Before signing of PPA with the successful bidder, TEDA will verify the documents furnished by the Bidder at the time of submission of response to tender including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Successful bidder will be required to furnish the documentary evidence for meeting the tender Bid Qualification Requirement mentioned in Section-IV. TEDA at this stage may also
ask the successful bidder to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to tender till date along with a copy of the documents submitted with ROC which became due during this period, along with all the relevant documents filed with MCA for allotment of Shares are required to be submitted at the time of signing of PPA. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way, then the provisions contained in this tender will be applicable.

9.3.3 Successful bidder will have to submit the required documents to TEDA within 21 days from the issue of Letter of Intent (LOI). In case of delay in submission of documents beyond the 21 days as mentioned above, TEDA shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

9.3.4 Back-to-back Power Sale Agreement (PSA) will be executed by TEDA with the State Buying Utilities/TANGEDCO for sale of solar power to them.

9.3.5 The Successful bidder will be free to reconfigure and repower their plants from time to time during the PPA duration. However, TEDA will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.

9.3.6 The PPA period shall be 25 years. However any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Successful bidder and TEDA.

9.4 Payment of Performance Guarantee & Execution of Project Agreement:

Performance Bank Guarantee (PBG) of Rs.15 crores for 50 MW(AC) at the time of signing of Agreement shall be furnished by the successful bidder, either by way of DD/Banker’s cheque/Pay Order or Bank guarantee valid for a period of 24 months. On furnishing of the Performance Bank Guarantee as above the EMD furnished shall be returned. In addition the available EMD already furnished may also be converted into Performance Bank Guarantee and another Performance bank guarantee may be furnished for the balance amount. The Performance Bank Guarantee format is enclosed as Annexure C.

9.5 EXECUTION OF WORK:

The entire work shall be executed as per the scope of work specified in section-VI. Any minor item(s) not included in the schedule but required for completion of the work shall have to be carried out/supplied by the successful bidder. Such works, not listed in the scope of works but elaborately described to perform or to
facilitate particular operation(s) required for completion of the project shall be deemed to have been included in the scope of this work and the successful bidder shall supply, install the same. The design and commissioning also shall be as per latest IS/IEC standards which are provided in Annexure-A as per MNRE Guidelines.

9.6 Payment terms:
The due date for payment of energy bill will be 75 days from the date of receipt (excluding the date of receipt) of bill in complete from the generator, subject to the condition of payment received from the primary purchaser (TANGEDCO). TEDA shall provide unconditional revolving and irrevocable LC which shall be drawn upon the Successful bidder.

TEDA shall provide LC from public sector/scheduled commercial bank. The payment shall be made on 75th day from the date of receipt of passed bill (Invoice) at LC opener’s bank, subject to the condition of payment received from the primary purchaser (TANGEDCO). If the 75th day (due date) happens to be a holiday for TEDA and/or Banks, then payment will be made on the next working day. All expenses relating to LC viz. Opening charges, Maintenance Charges, Negotiation Charges and renewal charges are to the account of Successful bidder. The revolving LC shall have a term of 12 months and validity of the LC shall be renewed year after year and remains valid upto expiry of the agreement and the amount shall also be renewed for an amount equal to 105% of the average of monthly billing of proceeding 12 months.

All terms and conditions shall be in consonance with relevant Regulations and orders issued by the TNERC which is amended from time to time.

9.7 Minimum Paid by share capital to be held by the successful bidder:
The Successful bidder developing the project shall provide the information about the Promoters and their shareholding in the company to TEDA indicating the controlling shareholding before signing of the Agreement with TEDA.

No change in the shareholding in the Company developing the Project shall be permitted from the date of submitting the tender till the execution of the contract, except for minor changes on account of transfer of shares within the Group Companies or on account of exercise of share option by the company’s employees. However, this condition will not be applicable if a listed company is developing the Project.

After execution of PPA, the controlling shareholding (controlling shareholding shall mean more than 50% of the paid up share capital) in the Company
developing the project shall be maintained for a period of 3 months after commencement of supply of power. Thereafter, any change can be undertaken under intimation to TEDA. This condition would not apply to the cases where substitution of Promoter / Controlling Shareholder is necessitated by action of and request by Lending Financial Institution/ Lender.
SECTION X-FORMAT & ANNEXURES
F.1 Techno Commercial Bid Format.

All pages of the Techno commercial Bid shall be organized section-wise, annexed with proof documents, serially numbered and stitched/or spiral bound intact and submitted). Loose pages shall not be accepted.

F1.1 Profile of the Bidder

<table>
<thead>
<tr>
<th>S. No</th>
<th>Particulars</th>
<th>Bidder/Prime Bidder</th>
<th>Consortium / Partner-1</th>
<th>Consortium / Partner-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Year of incorporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Registered office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Office Telephone Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact Person</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Personal Telephone Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Local office(s) in Tamil Nadu</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Office Telephone Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Tender signing authority</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Personal Telephone Number / Mobile No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Address</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Please enclose Authorisation or Power of Attorney to sign and submit the Tender

7. Address for communications under the current Tender

8. Registration Details

9. Permanent Account Number

10. GST

11. Banker’s Name, Address and Account Number, IFSC Code, Name of Branch

**F1.2 EMD Details & Tender Processing Fee (TPF)**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
<th>EMD</th>
<th>TPF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Bank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Demand Draft (DD) / Banker’s Cheque No/ Bank Guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**F1.3 Furnish details of incorporation/Registration:**

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Bidder / Prime Bidder</th>
<th>Consortium/ Partner-1</th>
<th>Consortium/ Partner-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Year of Incorporation /Registration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Please enclose Certificate(s) of Incorporation</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**F1.4 Details about Annual Turnover**

<table>
<thead>
<tr>
<th>S. No</th>
<th>Audited years (from 2014-15) in which highest turnover achieved</th>
<th>Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bidder/Prime Bidder</td>
<td>Consortium/ Partner-1</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Please enclose Annual report audited Balance sheets and Profit and Loss accounts for all three of the audited years from 2014-15 and Net worth to meet the eligibility criteria
### F.1.5 Details about minimum quantity installed

<table>
<thead>
<tr>
<th>S. No</th>
<th>W.O reference with Name, Address &amp; contact details of the Client</th>
<th>Quantity Installed (Nos)</th>
<th>Date of Commissioning</th>
<th>Bidder/In case of Consortium, Name of the Consortium partner who has executed the work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
* Please enclose Work Orders along with proof for satisfactory completion of that work

### F1.6 Details of Memorandum of Association (MoA) and Articles of Association (AoA):

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Bidder / Prime Bidder /</th>
<th>Consortium/Partner-1</th>
<th>Consortium/Partner-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Please Enclose copy of MoA &amp; AoA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bidder’s undertaking covering letter

(Letter shall be submitted on Bidder(s) Letter Head)

Date:

From

Name of the bidder with full postal address.

Email address……….

To

The General Manager/TEDA,
No.68, 5th floor, EVK Sampath Maaligai Building,
College Road,
Chennai-600006.
Tamil Nadu
Sir,

Sub: M/s…….(Name of the bidder- Development of Solar Park and Establishment of 50 MW(AC) solar power plant on “Build ,Own,Operate ,Transfer” Model at Panikarkulam, Thirku iliathaikulam and Ayanarothu village in Kayathar,Kovalpatti Taluk, in Thoothukudi District under bidding route – BG/DD/Cheque for EMD in original, DD/Cheque towards payment of processing fee, Net worth certificate issued by the Auditor and Declaration – Submission of – Reg

We, M/s…….. has proposed to Develop a Solar Park and to establish 50 MW (AC) solar power plant on BOOT model at ……village, ……taluk, ………district under bidding route in accordance with the specifications indicated in the tender document.

We, herewith enclosed copy of signed Tender document along with original required EMD in the form of BG, Net worth certificate issued by the Auditor and UTR details towards payment of processing fee through RTGS.

We declare that the validity of this offer is ……… days from the date of opening of bid document and we have not taken any deviation of terms and conditions stipulated in the tender document.

Encl: BG,Networth certificate

GST Details (*)
PAN Details
Excise Duty

Signature with Company name and seal
Signature of the authorized person:
Name of the authorised person:
Designation:
Name and Address of Bidder
Stamp of bidder

CERTIFICATE TO AUTHORISED SIGNATORIES as

I, certify that I am (Name) …………………………… (Designation) …………………,and that (Name)…………………………………… who signed the above Bid has been duly authorized to sign the same on behalf of our Company / Organization.

Date:
Signature:
Seal:
<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
<th>Location</th>
<th>Benchmark tariff</th>
<th>Discounted offered from the benchmark tariff of Rs.3.47/kWh (all inclusive) in Rs. paise.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fixed Tariff Offered of Electrical Power supply to TEDA for 25 years.</td>
<td>Kayathar</td>
<td>Rs.3.47/kWh</td>
<td></td>
</tr>
</tbody>
</table>

(Rupees ------------------------------- only)

**Company Seal**
**Signature**
**Designation**
**Date**

**Note:** 1. Bidder while computing the Quoted discounted Tariff shall have taken into consideration the Capacity charges as well as Energy Charges depending upon the source and all escalations expected. No separate escalation shall be provided for tariffs. All the risk factors as well as escalation factors should be taken into consideration before quoting the discount Tariff from benchmark tariff.

2) Only discount offered in Rs.( upto 2 decimals) from the upper limit of Rs.3.47/kWh shall be quoted. Bidders should not quote the unit rate directly.

3) The contents of this format shall be clearly typed.

In case of discrepancy between the cost quoted in Words and in Figures, the lower of the two will be considered.
(Total cost offered should be both in figures and words).

(Signatures of the authorized signatory)

Name________________

Designation________________

Company seal

Date:

Place:
ANNEXURE A

Technical Requirements for Grid Connected Solar PV Power Plants

The following are some of the technical measures required to ensure quality of equipment used in grid connected solar photovoltaic power projects:

1. SPV Modules

   1.1. The SPV modules used in the grid solar power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

       Crystalline Silicon Solar Cell Modules IEC 61215

       Concentrator PV modules IEC 62108.

   1.2. In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

2. Power Conditioners/ Inverters

   The Power Conditioners/ Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Standards as specified below:

   Efficiency Measurements IEC 61683

   Environmental Testing IEC 60068 -2/IEC 62093

   EM Compatibility (EMC) IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000

   Electrical safety IEC 62103/ IEC 62109-1&2

   Anti-Islanding Protection IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards.

3. Other Sub-systems/ Components:

   Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/ national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations
should comply with the BS EN 50618:2014 / 2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member Labs abroad will be acceptable.

5. Warranty

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

6. Identification and Traceability

Each PV module used in any solar power project must use a RF identification tag. The following Information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions.)

i. Name of the manufacturer of PV Module

ii. Name of the Manufacturer of Solar cells

iii. Month and year of the manufacture (separately for solar cells and module)

iv. Country of origin (separately for solar cells and module)

v. I-V curve for the module at Standard Test Condition (1000 W/m2, AM 1.5, 250C)

vi. Wattage, Im, Vm and FF for the module

vii. Unique Serial No and Model No of the module

viii. Date and year of obtaining IEC PV module qualification certificate

ix. Name of the test lab issuing IEC certificate
x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. Performance Monitoring:

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. Safe Disposal of Solar PV Modules:

The Successful bidder will ensure that all Solar PV modules from their plant after their ‘end of life’ (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.
ANNEXURE B

Financial Criteria:

Net worth

The net worth of the bidder should be equal to or greater than the value calculated at the rate of Rs7.5 cr for 50 MW (AC) of the proposed project capacity. The computation of net worth shall be based on unconsolidated audited annual accounts of the company. For the purpose of the computation of net worth, the bidder shall satisfy total net worth of Rs.7.5Cr for 50 MW (AC) in all last three 3 audited years from 2014-15. The company would thus be required, to submit annual audited accounts for the last 3 financial years, which should be considered for evaluation, along with a certificate from the Chartered Accountant to demonstrate the fulfillment of the criteria.

Net Worth :

\[ \text{Net Worth} = \text{Paid up share capital} + \text{Reserves} - \text{Revaluation Reserves} - \text{Intangible Assets} - \text{Miscellaneous Expenditures to the extent not written off and carry forward losses.} \]

For the purposes of meeting financial requirements only 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 Project bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

If the bid is submitted by a consortium the financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company. Any Consortium. If selected, shall, for the purpose of supply of power to TEDA, Incorporate a Project Company with equity participation by the Members before signing the PPA with TEDA. The bidder may seek qualification on the basis of financial capability of its Parent Company and / or it’s Affiliate(s) for the purpose of meeting the Qualification Requirements. In Case of the bidder being a Bidding Consortium, any Member may
seek Qualification on the basis of financial capability of its parent company and/ or its Affiliate(s).
ANNEXURE – C

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT (EMD) AND
PERFORMANCE BANK GUARANTEE (PBG) PAYABLE BY THE
BIDDER/SUCCESSFUL BIDDER

Bank Guarantee No……………… Date……………..

NON-Judicial – Rs.80/- Stamp Paper

THIS DEED OF GUARANTEE made on this………….day of ……….Two
thousand and Seventeen by the Bank of ………………..of …………….(Bank Name
and Address) (Hereinafter called “Bank”) to and in favour of the TEDA a body corporate
constituted under the Society Act 1985 having its Registered office at No.68, 5th floor,
EVK Sampath Maaligai Building, College Road, Chennai, Tamil Nadu 600006
represented by the General Manager/TEDA (hereinafter called “TEDA”).

WHETHERAS Messrs…………………………………………………………………………
……………………………………………………………………………(herein called Successful Bidder) has
proposed to develop solar park and establishment of 50 MW (AC) solar power plant at
Panikarkulam, Therku illathaikulam and Ayanaroothu village Kayathar,in Kovilpatti
Taluk, Thoothukudi District under bidding route to supply solar power to TEDA for a
period of 25 years in accordance with the terms and conditions of TENDER document.

WHEREAS in accordance with the terms and conditions of tender document the
Bidder/ Successful has to pay a sum of Rs…………………………./- (Rupees
……………………………..Only) towards EMD/PBG in the form of BG
from a Nationalized Bank / Scheduled Bank.

AND WHEREAS the Successful Bidder has requested the TEDA to accept bank
guarantee in lieu of EMD/PBG for a sum of Rs.5 Lakhs per Mega Watt/Rs.30
Lakhs per Mega Watt for the satisfactory performance of the agreement

AND WHEREAS the Bank has, at the request of the Successful Bidder, agreed
to guarantee the payment of the said sum in case the agreement is not performed in
accordance with the specifications indicated in the terms and conditions contained in TENDER document.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the TEDA having agreed to accept the Bank Guarantee from a Nationalized Bank / Scheduled Bank towards EMD/PBG for a sum equivalent to Rs…………………… (Rupees …………………………………………………………… only), the Bank to hereby guarantee that if the Successful Bidder fails to perform the agreement in accordance with the specification and conditions of the TENDER document, the Bank shall pay forthwith merely on demand without any demur to the TEDA such amount or amounts, as the Bank may be called upon to pay by the TEDA. PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said guaranteed amount of Rs……………………/-(Rupees ……………………………………… only).

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the Bidder/ Successful Bidder has performed his part of the agreement in accordance with the terms of the TENDER document a certificate to that effect is issued by the TEDA.

2. The Bank further undertakes to indemnify the TEDA against any loss or damage that may be caused or suffered by the TEDA by reason of any breach of the terms and conditions in the said TENDER document.

3. The guarantee herein contained shall remain in force till the terms and conditions of the TENDER document have been fully and properly carried out by the said Bidder/ Successful Bidder and in any case, the guarantee shall not hold good after ………………….

4. The Bank further agrees with the TEDA shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions stipulated in the TENDER document or to extend the time of performance by the said bidder/
Successful Bidder from time to time or to postpone from time to time any of the powers exercisable by the TEDA against the said Bidder/ Successful and to forbear to enforce any of the terms and conditions relating the said TENDER document and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said Solar Power Generator or by reasons of any forbearance, act or omission on the part of the TEDA or any indulgence by the TEDA to the said Successful Bidder or by any such matter or thing whatsoever which under the law relating the sureties would but for these provisions have the effect of so relieving the Bank.

5. Any account settled between the TEDA and the Bidder/Successful Bidder shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.

6. The expression ‘Bank’ TEDA and Bidder/ Successful Bidder hereinbefore used shall include their respective successors and assigns.

NOTWITHSTANDING anything contained herein above

1. Our liability under this Bank Guarantee shall not exceed Rs……………. /-(Rupees ………………………………………. Only).

2. This Bank Guarantee shall be valid upto …………………….. (Date of Expiry), and

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ……………………….. (Date of Expiry), the expiry of this Guarantee.

IN WITNESS WHEREOF THIRU ………………………………………………………………… acting for and behalf of the Bank has signed this Deed on the day, month and year first above written.

Signature
In the presence of witnesses

1.

(Name in Capital with address)
Annexure-D
Affidavit for Anti-Blacklisting
(On a Stamp Paper of appropriate value and notarised)

We, M/s. ................. (Single Business Entity / Lead Member/ Other Member /s),
(the names and addresses of the registered office) hereby certify and confirm that we
or any of our promoter/s / director/s are not barred by Tamil Nadu Energy
Development Agency (TEDA) / any other entity of Government of Tamil Nadu or
blacklisted by any state government or central government / department / agency in
India from participating in Project/s, either individually or as member of a Consortium
as on seven (7) days prior to the original Bid
Due Date.
We further confirm that we are aware that our Bid for the Project would be liable for
rejection in case any material misrepresentation is made or discovered with regard to
the requirements of this tender document at any stage of the Bidding Process or
thereafter during the agreement period.

Date:

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