

Tamilnadu Co-operative Milk Producers' Federation Ltd.,



(E-Tender through e Procurement Portal at <https://tntenders.gov.in>)

E-Tender Document for

**“PROCUREMENT OF SOLAR POWER THROUGH OPEN
ACCESS SYSTEM FOR TCMPF LTD.,”**

Tender Reference No: 8674/Proj.2/2022-9

**THE DEPUTY GENERAL MANAGER (ENGG.),
TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED**
No.3A, Aavin Illam, 3rd Floor,
Pasumpon Muthuramalingam Salai,
Nandanam, Chennai – 600 035.
Phone : 044-23464500/01/02/03/04/05.
E-Mail: aavindgmeng@yahoo.co.in

Website for online bid submission
<https://tntenders.gov.in>

TENDER INFORMATION

1. Name and address of the Purchaser	THE DEPUTY GENERAL MANAGER (ENGG.), TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED No.3A, Aavin Illam, 3rd Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035. Phone : 044-23464500/01/02/03/04/05 E-Mail: aavindgmeng@yahoo.co.in
2. Name and address of the User	The Deputy General Manager, Madhavaram / Sholinganallur / Ambattur / Product Dairies / Dairy Cum Powder Plant
3. Name of the Item / Work	Procurement of Solar power through Open Access System for TCMPF Ltd.,
4. Method of Tender	e-Tender System (Online Technical Bid and Financial Bid) through e- Procurement Portal https://tntenders.gov.in
5. Tender Reference Number	8674/Proj.2/2022-9
6. Tender Estimated Value	Rs.4562.00 Lakhs
7. Earnest Money Deposit (EMD)	Rs.45,62,000.00
8. URL for online bid submission for e-tender	https://tntenders.gov.in
9. Cost of Tender Document	Tender documents can be downloaded at free of cost from the website https://tntenders.gov.in
10. Tender Document Availability on the Portal	From: 14.09.2022 to 17.10.2022 upto 2.00 PM
11. Date of Pre-Bid meeting	Date: 28.09.2022 Time: 11.30 AM
12. Date of Closing of e-Submission of Technical Bid and Financial Bid.	Date: 17.10.2022 Time: 2.00 PM
13. Date and time of opening of Part I Technical Bid of e-Tender	Date: 18.10.2022 Time: 2.30 PM
14. Date and time of opening of Part II Financial Bid	The date of opening of Financial Bid will be informed to the eligible bidders through Online Portal and registered e-mail.
15. Place of Pre- Bid meeting & Part I Technical Bid and Part II Financial Bid opening	THE DEPUTY GENERAL MANAGER (ENGG.), TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED No.3A, Aavin Illam, 3rd Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035. Phone : 044-23464500/01/02/03/04/05
16. Special Instructions to the Bidders/Bidders for the e-submission of the bids online through this	https://tntenders.gov.in/nicgep/app?page=HelpForBidders&service=page

eProcurement Portal. The link for which is	
17. Bidders Manual Kit. The link for which is	https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page

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ACRONYMS USED IN THE TENDER DOCUMENT

TCMPF	TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
DCMPU	DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED
MSME	MICRO, SMALL, MEDIUM & ENTERPRISES
SSI	SMALL SCALE INDUSTRIES
BIS	BUREAU OF INDIAN STANDARDS
DD	DEMAND DRAFT
EMD	EARNEST MONEY DEPOSIT
SD	SECURITY DEPOSIT
LD	LIQUIDATED DAMAGES
BG	BANK GUARANTEE
LOA	LETTER OF ACCEPTANCE
GST	GOODS AND SERVICE TAX
F.O.R.	FREIGHT ON ROAD

TECHNICAL BID

1.0).PREAMBLE OF E-TENDER:-

1.1).The Dy. General Manager (Engg.), Head Office, TCMPF Ltd. invites Bids by way of E-Submission only from reputed Solar power generators, a developer who proposes to setup a new solar project or Owner and operator of an existing solar project or A trading licensee, with a back to back arrangement with solar generator/project on behalf of The Deputy General Manager, three Metro dairies, one Product dairy and one Dairy cum with powder plant , to submit e-Tender for [Procurement of Solar Power](#).

1.2).Applicability of Tamil Nadu Transparency in Tenders Act, 1998:-

This Tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 and subsequent amendments thereof are applicable to this Tender.

2.0).INSTRUCTION TO BIDDERS:-

2.1). The tenders are in Two Part System (a) Technical Bid without Financial Bid and (b) Financial Bid. All the Bidders are requested to examine the instructions, terms & conditions and scope of work laid down in the Tender. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bid.

2.2).THE BIDDERS WHO DO NOT FULFIL THE "PRE-QUALIFICATION CRITERIA"AS PER CLAUSE 5.0NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "PRE-QUALIFICATION CRITERIA" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.

3.0). MODE OF SUBMISSION:

3.1).All the documents are to be uploaded in the Online Portal only. Website <https://tntenders.gov.in>.

3.1.1). Part A – Technical Bid

3.1.2). Part B – Financial Bid

4.0). LANGUAGE OF THE E-TENDER:-

All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the bidder.

5.0). PRE QUALIFICATION CRITERIA – TECHNICAL BID (PART-I):-

The Bidders should meet the following Pre-Qualification Criteria for bidding this tender and the proof for the Eligibility should be provided in the Technical Bid.

Pre-Qualification Criteria	Proof to be submitted for fulfilling the Pre-Qualification Criteria
5.1).The bidder should be a developer who proposes to setup a new solar project (OR) The bidder should be Owner and operator of an existing solar project (OR) The bidder should be A trading license, with a back to back arrangement with solar generator/project	1).The bidder, In case of being a developer, should have installed & Commissioned at least 1 MW of Grid connected solar project's in last five years, which should have been commissioned at least 6 months prior to bid opening date. The list of project(s) commissioned at least 6 months prior to Bid Opening date, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and Work order / Contract / Agreement/ from the Client/Owner shall be submitted as per Format (OR) In case of Bidder being an owner and operator of an existing solar plant under clause 32.0. Detailed Scope of Work (3.1.2(b)) , the bidder shall furnish certificate of commissioning as documentary evidence. Further the power plant shall have untied capacity sufficient to supply the Contracted Energy required as per clause 32.0. Detailed Scope of Work (2.1) as on the Bid Deadline. The bidder shall furnish documentary evidence for untied capacity. i).The Bidder should have executed a power purchase agreement or a firm arrangement with a solar power generator, from which power is proposed to be supplied pursuant to this tender. The Bidder shall provide the copy of such agreement/arrangement to Procurer (OR) ii).In case of Bidder being a Power Traders, The bidder have executed at least 1 MW of Power purchase agreements for Renewable energy

Pre-Qualification Criteria	Proof to be submitted for fulfilling the Pre-Qualification Criteria
	<p>source in last five years, prior to bid submission date.</p> <p>(OR)</p> <p>iii).The solar project, from the where power supply is to be supplied to Procurer pursuant to this tender, should have untied capacity sufficient to supply at least the Contracted Energy required as per clause 32.0. Detailed Scope of Work (2.1) of this tender as on the Bid Deadline. The bidder shall furnish documentary evidence for untied capacity</p>
<p>5.2). FINANCIAL TURNOVER: The bidder shall have average annual sales turn-over for the last three financial years (2019-20, 2020-21 & 2021-22) equal to the value of solar power quoted.</p>	<p>The bidder shall furnish either the Annual Turn Over Certificate for above 3 years certified by Chartered Accountant or Annual statement of Accounts (i.e.) Profit & Loss Accounts and Balance Sheet for the above 3 years certified by Chartered Accountant in support of Annual Turn Over</p>

6.0) SCOPE OF WORK

6.1).The bidder shall supply electrical power generated by solar power plant to the TANGEDCO grid, which shall be compensated in the TCMPF utilities points at three Metro dairies, one Product dairy at Chennai and one Dairy Cum with Powder plant at Thiruvannamalai.

6.2).Procurement solar power for 3 Metro dairies, 1 Product dairy and 1 Dairy cum with Powder plant, The Bidder shall be responsible for obtaining all permits, approvals, licenses, clearances and insurances for generation and supply of power to the Procurer from the proposed power station through open access.

6.3).The bidder shall be able to supply power minimum 1 MW ie 4000 units /day to the grid.

7.0). COMMENCEMENT OF SUPPLY OF POWER:-

7.1). Supply : 1 month from the date of receipt of purchase order

8.0).CONTRACTED ENERGY AND CONTRACT PERIOD

- 8.1).The contracted energy per year is 20 GW for a period of five years.
- 8.2).The procurement of solar power capacity mentioned in the tender document is approximate. The tender accepting authority shall be permitted to vary the capacities finally ordered and execute the work through the Bidder to the extent of 25% (Twenty five percent) either way of the requirements as per Rule 14(9) of Tamil Nadu Transparency in Tenders Rules, 2000
- 8.3).The Bidder should ensure that the capacity of solar power supply of tendered items / works should be as per the commencement of supply of power given by the Unit. However, TCMPF reserves the right to modify the quantity ordered depending upon the requirement

9.0).EARNEST MONEY DEPOSIT

- 9.1).Bidder should pay the specified amount towards Earnest Money Deposit as follows:

Sl. No.	Name of Description	Capacity	EMD amount
1	Procurement of Solar power through Open Access System for TCMPF Ltd.,	20 GW/ Year	Rs.45,62,000.00

- 9.2).Online payment gateway has been enabled for Tamilnadu Cooperative Milk Producers' Federation Limited, Chennai in eProcurement Portal <https://tntenders.gov.in>. The EMD amount should be paid only through online payment mode in e-tender portal of <https://tntenders.gov.in>.
- 9.3). The EMD will not carry any interest.
- 9.4). Bidder has to select the payment option as “pay online” to pay the EMD amount. Only after payment of EMD, bidder will be able to encrypt/upload their bids. In order to avoid any issues and last minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. TCMPF will not be responsible for any sort of difficulty faced/failure in submission of bids online by the bidder
- 9.5). Any other mode of payment of EMD shall not be accepted

9.6). Online payment mode (EMD):

9.6.1). During online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the terms and conditions page. On further submission, bidder will be re-directed to MOPS gateway, where two options namely SBI and Other Banks will be shown; here the bidder may proceed as follows:

9.6.1.1). SBI Account Holder: Shall click 'SBI' option to view the Net Banking Facility, where they can enter their internet banking credentials and transfer the EMD amount.

9.6.1.2). Other Bank Account Holders: Shall click 'Other Bank' option to view the bank selection page and select their respective bank to proceed with Net banking Facility for payment of EMD.

Note - Bidders using "Other Bank" option under SBI MOPS payment Gateway are advised by SBI to make online payment 72 hours in advance before tender submission closing time.

9.6.2). Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder.

9.6.3). The bidders will be evaluated only if payment status shows "Success" during bid opening. It is necessary to click on "Freeze bid" link/icon to complete the process of bid submission, otherwise the bid will not get submitted online and same shall not be available for viewing/opening during technical bid opening.

9.7). Refund of EMD of unsuccessful bidders:

The EMD paid by the bidder will automatically be deposited in the "Pooling Account" of the State Govt. only and not in TCMPF's account. Hence refund process will be initiated automatically, once the bid is rejected by TCMPF during technical / financial evaluation and TCMPF is no way responsible for refund of EMD of the unsuccessful bidders.

9.8).EMD EXEMPTION

9.8.1).SSI Units claiming exemption from the payment of EMD,

9.8.1.1).In respect of SSI units located within the state (Tamilnadu), shall enclose a copy of EM Part II as per MSMED Act 2006 for SSI Certificate obtained from the General Manager, District Industries Centre / Udyog Aadhar/Udyam Registration, in respect of items manufactured by them for which tenders have been called for alone will be granted exemption from payment of EMD.

9.8.1.2). In respect of SSI units located outside the state (Tamilnadu), such of these units registered with NSIC in respect of items manufactured by them for which tenders have been called for alone will be granted exemption from payment of EMD.

9.9).Tenders not accompanied with Online Payment towards the prescribed EMD or the relevant documentary proof for the exemption thereon shall be summarily rejected.

10.0). COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of its tender and TCMPF will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

11.0. SUBMISSION OF e-TENDER

Two-part (Technical and Financial Bid) online system should be uploaded in eProcurement Portal (<https://tntenders.gov.in>):

11.1). General Instructions for Two Part E-Tender:

11.1.1). The tender proposes two stage tender system viz. (PART A) Technical Bid and (PART B) Financial Bid. The first stage enables TCMPF to know whether the Bidder is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Financial Bid. The Financial Bid of Bidders who failed in the first stage will not be opened.

11.1.2). Both the Technical and Financial Bids should be submitted in Online Portal <https://tntenders.gov.in>.

11.1.3). In Technical Bid – Documents listed in the **Tender Clause No.11.2** shall be uploaded.

11.1.4). In Financial Bid – The firm rates alone are to be quoted in the Financial Bid - BOQ (Excel Format) and to be uploaded online.

11.2) Details to be Uploaded in the Technical Bid:

11.2.1). Details of E-Remittance towards EMD Amount.

11.2.2). If the bidder is claiming EMD exemption, a copy of valid document proof of EMD exemption to be uploaded in accordance with **Tender Clause No.9.8.**

11.2.3). Documentary evidence for a developer who proposes to setup a new solar project The list of project(s) commissioned at least 6 months prior to Bid Opening date, indicating whether the project is grid connected, along with a

copy of the Commissioning certificate and Work order / Contract / Agreement/ from the Client/Owner shall be submitted of tendered item / works as per **5.0. Pre-qualification criteria Tender Clause No.5.1.**

11.2.4). Bidder being an owner and operator of an existing solar plant, the bidder shall furnish certificate of commissioning as documentary evidence. The bidder shall furnish documentary evidence for untied capacity, as specified in Format of tendered items / works as per **5.0. Pre-qualification criteria Tender Clause No. 5.1.**

11.2.5).The copies are provided In case of Bidder being a trading licensee, The Bidder should have executed a power purchase agreement or a firm arrangement with a solar power generator or should have executed at least one 1 MW of power purchase agreement(s) for renewable energy source in last five years or should have untied capacity sufficient to supply at least the Contracted Energy required of Satisfactory supply Completion Certificate / Performance Certificate (indicating the period of supply) for which Purchase Order / Supply order furnished within a period of 3 years from the date of tender opening as per **5.0. Pre-qualification criteria Tender Clause No.5.1.**

11.2.6).Documentary evidence for average annual sales turn-over for the last three financial years (2019-20, 2020-21& 2021-22) as per **5.0. Pre-qualification criteria Tender Clause No.5.2.**

11.2.8).Digitally signed tender documents.

11.2.9).The following Supporting Documents, including the Annexure / Amendments are to be uploaded duly signed and sealed in each and every page

11.2.9.1).Profile of the Bidding Organisation as per Annexure-I.

11.2.9.2).Financial Capability as per Annexure-II

11.2.9.3).Declaration Form as per Annexure-III

11.2.9.4).Details of Source of Power as per Annexure-IV

11.2.9.5).Certificate of Conformity as per Annexure-V

11.2.9.6).Details of Abandonment of work Litigation / debarring done as per Annexure - VI

11.2.9.7).Any other documents wherever insisted in the tender document.

11.3). Details to be Uploaded in Financial Bid:

11.3.1).All rates shall be quoted in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes

and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

11.3.2). This financial bid will be opened only if the bidder is qualified to execute the tender as per technical bid.

12.0). SIGNING OF BIDS:

12.1).The signatory of the tender should indicate his/their status in which he/they have signed and submit necessary documentary proof admissible in law in respect of such authority assigned to him/them by the firm.

12.2).If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney)- for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favour of the Signatory should be produced.

12.3).If the Qualification Application is made by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of it's' existence along with the Qualification schedule

13.0). MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

13.1). At any time after the issue of the tender documents and before the opening of the tender, TCMPF may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned vendors through corrigendum which can be downloaded from the vendor login.

13.2). In case any bidder asks for a clarification to the tender documents before 48 hours of opening of tenders, the DGM (Engg.), Head Office, TCMPF will clarify the same.

13.3).The responses to the clarification will also be notified on <https://tntenders.gov.in> without indicating the source of query

13.4).TCMPF at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

13.5).All the Bidders must periodically browse website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TCMPF will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the bid documents based on changes announced through the website.

14.0). WITHDRAWAL OF BIDS

14.1). No Bidder shall be allowed to withdraw the tenders after submitting the tender on the portal. If do so their EMD will be forfeited.

15.0). OPENING OF e-TENDER

15.1). Opening of Technical Bids without Price (Part-I):

15.1.1).The Tender offers except Financial Bid will be opened electronically on the date and time notified at the Office of the Deputy General Manager (Engg.), TCMPF Ltd., No.3A, Aavin Illam, 3rd Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035, through eProcurement Portal <https://tntenders.gov.in> in the presence of bidder's authorized representative who may wish to be present on the date of opening

15.1.2).Technical Bid would be opened first on the due date and time. Pre-Qualification Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.

15.1.3). Only the Technical Bid will be opened on the due date.

15.1.4).In the event of the specified date for tender opening day is declared as a holiday, bids will be opened on the next working day at the same time and venue.

15.2) Opening of the Financial Bids: (Part - II)

The date and time of opening of Financial Bids shall be later notified through the registered e-mail to the Bidders who fulfil the Pre-Qualification criteria and whose bids are found to be technically acceptable.

16.0). e-TENDER EVALUATION CRITERIA

The tenders will be evaluated strictly as per the Tamilnadu Transparency in Tenders Act 1998 and the Tamilnadu Transparency in Tenders Rules 2000 and amendments made thereon in the Act & Rules by the Government

16.1).Technical Bid Evaluation:

Bidders will be eligible for further processing, only if they fulfil the following criteria:

- 16.1.1). Payment of EMD or submission of valid Exemption Certificate in accordance with Tender Clause No.9.0.
- 16.1.2).Furnishing the tender document, Annexure, Amendments if any and any other document wherever insisted in the tender document duly signed.
- 16.1.3). Compliance with the Pre-Qualification Criteria indicated in Tender Clause no 5.0
- 16.1.4). Compliance with **Detailed Scope of Work** of tendered items / works as per tender Clause 32.00.
- 16.1.5).If any clarification is needed from the bidder about the deficiency in his uploaded documents in technical bid he will be asked to provide it through Tamil Nadu Tender portal. The bidder shall upload the requisite clarification/ documents within the time specified failing which tender will be liable for rejection
- 16.1.6).TCMPF will prepare a list of Bidders based on the compliance of detailed **Scope of Work** for tendered item and company profile as given in Tender form. The Tenders, which do not conform to the **Scope of Work** or Tender conditions or Tenders from Companies without adequate capabilities for supply shall be rejected. The eligible bidders alone will be considered for further evaluation.

16.2).Financial Bid Evaluation

- 16.2.1).For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluation price.
- 16.2.2). The evaluation of offer will be computed by taking into account the capacity of the solar power offered, compensated to the grid and cost per units put together.
- 16.2.3).The evaluation for L1 shall be on total end price.

17.0).REJECTION OF TENDERS

17.1). Tender will be SUMMARILY rejected if

- 17.1.1). The EMD requirements are not complied with as specified in Tender Clause 9.0.
- 17.1.2). Bid Pre-Qualification Criteria as specified in Tender Clause 5.0 are not complied with.
- 17.1.3). If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.

17.2). Tender is LIABLE to be rejected, if it is:

- 17.2.1). Not covering the scope of supply of solar power requirement less than 1 MW.
- 17.2.3).Not in conformity with TCMPF's tender terms and **Scope of Work**.
- 17.2.4). Not properly signed by the bidder.
- 17.2.6). From any black listed Firm or Bidder.
- 17.2.7). Received by Telex/Telegram / E-Mail /fax.
- 17.2.8). Not containing all required particulars as per Annexures I to VI.
- 17.2.9). Offer submitted without GSTIN and PAN is liable for rejection.

18.0). NEGOTIATION

TCMPF reserves the right to negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of price. TCMPF also reserves the right to negotiate with other Bidders to match the negotiated L1 price, strictly according to the Tamil Nadu Transparency in Tenders Rules, 2000.

19.0). VALIDITY OF PRICE TENDER:

- 19.1).The rate quoted should be valid for a minimum period for 120 days for acceptance from the due date. The offers with lower validity period are liable for rejection. During the validity period, no bidder is permitted to make any upward revision in the rate. Further no bidder is permitted to withdraw their offer within the validity period of the tender or before finalisation of Tender.
- 19.2).In exceptional circumstances, TCMPF may solicit the bidder's consent for an extension of the period of validity totally not exceeding 180 days. The request and the responses thereto shall be made in writing

20.0) DEVIATIONS:

- 20.1).The offers of the Bidders with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
- 20.2).No alternate offer will be accepted.
- 20.3).No deviation will be allowed from the tender terms and conditions. Tenders with deviation will be summarily rejected. The Bidder has to submit a Certificate that the tender is in complete conformity with the tender terms and conditions as per format vide Annexure-V

21.0). AGREEMENT:

- 21.1).The successful bidder has to execute an power purchase agreement on Rs.100/-non-judicial stamp paper incorporating the terms and conditions of the

contract and the specification within 15 days from the date of acceptance of the tender. In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited by TCMPF.

21.2).**RATES AND PRICE:** This is a fixed price contract. Price adjustment clause (to account for raise or fall in the money value / taxes during the contract period) is not operable for this contract. However any variation in the statutory levies and Taxes by State Government / Central Government shall be effected on the end price to the benefit of either the Bidder or TCMPF as the case may be.

21.3).The Agreement in Rs.100/- non-judicial stamp paper shall be signed and returned within 15 days of receipt of the Procurement of Solar power purchase order along with the D.D or BG for Security Deposit.

22.0). PAYMENT TERMS:

The payment for the units compensated in the TANGEDCO bill of the TCMPF will be made within fifteen days.

23.0). TERMINATION OF CONTRACT

22.1).TCMPF may, without prejudice to any other remedy for breach of contract by the Bidder, terminate the contract in whole or part, by a 7 days written notice of breach of contract to the Bidder.

22.2).If the Supplier fails to perform any of the obligation(s) under the Contract;

22.3).If the Supplier is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.

24.0).CANCELLATION:

In the event of unsatisfactory performance in executing the order as per the terms, the order is liable for cancellation. In the event of cancellation, the Security Deposit will be forfeited. Also, TCMPF reserves the right to cancel the order in full or part thereof without giving any reason by giving 15 days' notice if the tendered items / works are not required due to any reason. This cannot be a ground for the Bidder to claim any compensation saying that the Bidder has been put to loss because of this.

25.0).PENALTY:

24.1). **FORFEITURE OF EMD:** If the successful bidder fails to act according to the Tender conditions or withdraws the offer after their tender is accepted, their EMD will be forfeited.

24.2).The penalty terms shall be calculated as per Detailed Scope of Work under the clause 2.6.

26.0).RIGHTS OF THE TCMPF:

- 26.1).Time being the essence of contract no variation shall be permitted in the Commencement of time as prescribed in the supply power schedule. If the bidder fails to supply and execute the work in full or part of the supply power as per the delivery schedule, the TCMPF shall reserve the right to cancel the order besides forfeiture of EMD.
- 26.2).Notwithstanding anything contained in the tender schedule, no obligation rests on the TCMPF to accept the lowest tender and the TCMPF shall also have the right to accept or reject any or all the tenders fully or partly without assigning any reasons.
- 26.3).For violation of any of the terms and conditions of the contract, the TCMPF reserves the right to terminate the contract, with or without notice as applicable.
- 26.4). On termination of contract, the EMD is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the Bidder by legal means apart from forfeiture of any amount due to the Bidder.

27.0). FORCE MAJEURE:

- 27.1).Failure or delay in the part of bidder for supply due to force majeure causes enumerated here under shall be considered, provided the supplier produces documentary evidence.
- a. Any cause which is beyond the reasonable control of the bidder.
 - b. Natural phenomena, such as floods, drought, earthquakes and epidemics.
 - c. Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
 - d. Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening etc.,
 - e. Strikes, slow down and lockouts.
- 27.2).The cause of force majeure condition will be taken into consideration only if the supplier notifies within 30 days from the occurrence of such eventualities. The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the time.

28.0). DISPUTES AND ARBITRATION:

In case of disputes arising out of this tender, an arbitrator as mutually acceptable to the bidder and TCMPF will be appointed by the Managing Director, TCMPF Limited. The arbitrator's decision shall be final, conclusive and binding on both the parties.

29.0). LEGAL JURISDICTION

In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 28.0 or otherwise, they can appeal to Court of Deputy Registrar (Dairying), Thiruvallur. The legal jurisdiction will be only Deputy Registrar (Dairying), Thiruvallur Court.

30.0). AMBIGUITIES IN CONDITIONS OF TENDERS:

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser will be taken without any reference to the Bidder.

31.0. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall **prevail over** those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses:

1. Definitions (Clause 1)

- 1.1 The Purchaser is Tamilnadu Cooperative Milk Producers' Federation Ltd., and would include the term "Owner"
- 1.2 The Bidder/Supplier is (Name of Bidder/Supplier).
- 1.3 Equivalency of Standards and Codes (Clause 4)
- 1.4 Wherever reference is made in the contract to the respective standards and codes in accordance with which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract. Where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Purchaser's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Bidder/Supplier and submitted to the Purchaser at least 30 days prior to the date when the Bidder/Supplier desires the Purchaser's approval. In the event the Purchaser determines that such proposed deviations do not ensure equal or higher quality, the Bidder/Supplier shall comply with the standards set forth in the documents.
- 1.5. Any capitalized term, used but not defined in this tender, shall be interpreted in accordance with the Electricity Act 2003, the CERC/SERC Regulations, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order
- 1.6. **Affiliate** "shall mean an accompany that either directly or indirectly
 - a. Controls or
 - b. Is controlled by or
 - c. Is under common control

With a Bidding Company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company

1.7. **“Appropriate Commission”** Shall mean the Central Electricity Regulatory Commission (CERC) referred to in sub- section (1) of section 76 or the State Electricity Regulatory Commission referred to in section 82 or the Joint Electricity Regulatory Commission referred to in Section 83 of the Electricity Act 2003, as the case may be.

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

1.9. **“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.

1.10. **“Contracted Energy ”** shall mean Units of power in kWh contracted between the Bidder and Procurer at the Delivery Point as provided in this tender;

1.11 **“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;

1.12. **“Consents, Clearances and Permits”** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;

1.13. **“CTU”** or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

1.14. **“Delivery Point”** for shall mean the metering point of Various Metro Dairies with the State Discom, at which the Bidder shall deliver power. The metering shall be done at Delivery Point;

1.15. **Developer”** shall mean the owner of the Power Station from which the Bidder shall supply the Contracted Energy to the Procurer;

1.16. **“Effective Date ”** shall mean the date from which the PPA becomes effective;

1.17. **“Electricity Act 2003”** shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued thereunder from time to time;

1.18. **“Grid Code” / “IEGC”** or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act as applicable;

1.19. **“Injection Point”** shall mean the point of interconnection of the Generating Project with the substation of Discom or Transco where metering for the plant is done;

1.20. **“Parent Company”** shall mean accompany that holds at least twenty six percent (26%) of the paid-up equity capital directly or indirectly in the Bidding Company;

1.21. **“PPA/PSA”** shall mean Power Purchase Agreement / Power Sale Agreement, entered between TCMPF LTD and successful bidder, for supply of power;

1.22. **“Procurer” or “Buyer”** shall mean TCMPF Ltd Chennai (TCMPF LTD),

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

1.24. **“Qualification Requirements”** shall mean the qualification requirements as set forth in Clause 5.0

1.25. **“Quoted Tariffs”** shall mean the Tariffs, as applicable, quoted by the Bidder for the entire duration of power procurement as per clause 2.5, and shall be construed to be at the respective Delivery Points as mentioned in the tender

1.26. **“Bidder”** shall mean the Successful Bidder who submit the Performance Security and execute the PPA and other Tender Documents with TCMPF LTD and who shall be responsible for supply of power to the Procurer at the Delivery Points for the term of the PPA as per the terms and conditions specified therein;

1.27. **“SERC”** shall mean the State Electricity Regulatory Commission of respective state in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of

Section 83 of the Electricity Act 2003;

1.28. **“State Discom”** shall mean the board, company or department having a license to operate and maintain the distribution system for supply of electricity to the consumers within the respective areas where the where the TCMPF Ltd.

1.29. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

1.30. **“STU”** or “State Transmission Utility” shall mean the board or the company licensed under sub-section(1) of Section 39 of the Electricity Act 2003, in the State of TamilNadu;

1.31. **“Trading Licensee”** shall mean the Bidder which is an Electricity Trader in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement executed with the Developer with identified generation source from where the power is proposed to be supplied by the Bidder;

32.0).SCOPE OF WORK

PROCUREMENT OF SOLAR POWER FOR THREE METRO DAIRIES, ONE PRODUCT DAIRY AND ONE DAIRY CUM WITH POWDER PLANT OF TCMPF LTD

1.0).INTRODUCTION

1.1).The Tamilnadu Co-operative Milk Producers Federations Limited is a co-operative organisation in Tamilnadu and having 25 District Co-operative Milk Producers Union Limited and Three Metro dairies, one Product dairy and one Dairy cum with Powder Plant.

1.2).TCMPF LTD hereby invites interested Bidders to participate in the online bidding process for the selection of Successful Bidders on the basis of tariff based competitive bidding, for procurement of solar power through open access for supply at the Various Metro Dairies. The responsibility of the successful Bidder shall be to supply power to the Procurer as per the terms and conditions of the TENDER and the PPA Documents.

1.3).About TCMPF Ltd—the table below provides details related to power consumption of Various Metro Dairies

Contract Demand per day (MW)	Annual energy Consumption (Gwh)	Connected Voltage(kv)	Consumer Category	State Discom
15.00	20.00	11 kv	HT I A	TANGEDCO

1.4). A PPA will be signed between Procurer and Successful Bidder for supply of power at Various Metro Dairies. The Procurer shall pay to the Bidder the Tariff quoted by the Successful Bidder in their financial bid as per the terms and conditions of the PPA annexed as to the TENDER documents. The tariff shall be payable by the Procurer in Indian Rupees.

1.5).The PPA sets forth the detailed terms and conditions for grant of the contract to the Bidder, including the scope of the Bidder's services and obligations (the "Contract").

1.6).Notwithstanding anything to the contrary contained in this TENDER, the detailed terms specified in the draft PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PPA.

2.0).SCOPE OF POWER PROCUREMENT

2.1).Requisitioned Contracted Energy and Contract Period:

The year on year energy to be contracted for a period of 5 years, pursuant to this TENDER is as follows

Contracted Energy (For each year on contract period) - 21.09 Million units

- Any bidder with a minimum capacity of 1 MW can participate in the tender and bidder should supply minimum 4000 units / day.
- The purchaser shall reserves the right to execute PPA with en number of bidders to meet their power requirement based on their offered capacities.
- Supply of power is permitted from operational solar power plants or a solar power plant proposed to be commissioned on or before the Scheduled Delivery Date.
- With the mutual consent of both Bidder and Procurer, the Contracted Energy can be increased/ decreased during the Contract Period, to be supplied at the same Quoted Tariff in the PPA.
- The Bidder shall be responsible for obtaining all permits, approvals, licenses, clearances and insurances for generation and supply of power to Procurer from the proposed power station through open access. In case of availability of banking arrangement for solar power plants in the State, the Bidder shall be required to enter into such Banking Arrangement with the TANGEDCO.

2.2).Commencement of supply of power / Scheduled Delivery Date

2.2.1. The Successful Bidder shall be required to commence supply of power 1 month from the date of receipt of purchase order, in accordance with the provisions of the PPA.

2.2.2. In case the Successful Bidder is unable to schedule the power supply 1 month from the date of receipt of purchase order due to any constraint outside his control, the Successful Bidder may approach Procurer for an extension, along with the necessary documentary evidence for delay requisition, at least 45 days prior to Scheduled Delivery Date defined in clause 2.2.1. Based on the analysis of facts of the case, the Scheduled Delivery Date may be extended by Procurer for a maximum period of three months.

2.3. Minimum Off take Guarantee

2.3.1. The Procurer agrees and undertakes to procure at least 90% of the Contracted Energy (Minimum Off take Guarantee) at the Delivery Point in each Contract Year. In case of a partial contract year i.e. contract year starting after 1st April or ending before 31st March, the quantum of energy towards the Minimum Off take Guarantee obligation of the Procurer shall be reduced proportionately to the number of days in contract year.

2.3.2. If in any Contract Year the Bidder was available to supply to the Procurer, energy equivalent to the Minimum Off take Guarantee, as evidenced by the Bidder's schedule at the Injection Point and the Procurer's Drawl Schedule, but the Procurer fails to comply with its Minimum Off take obligation, as set out in clause 2.3.1, the Procurer shall pay to the Bidder, for the shortfall in the Minimum Off take Guarantee quantum, 25% of the Quoted Tariff (plus adjustment on account of revision of intra-state open access charges mentioned in clause 2.5.3 of TENDER) for such shortfall, within 30 (thirty) Days of the Bidder raising an invoice for such shortfall along with supporting documentary evidence.

2.3.3. If the Procurer is unable to off take power due to power outage by State Discom, the minimum off take provisions shall apply to such reduced energy being procured by Procurer.

2.3.4. The Procurer and the Bidder agree and acknowledge that the determination and computation of the shortfall in the amount of energy off take by the Procurer below the Minimum Off take Guaranteed shall only be done on annual consolidated value at the end of each contract year.

2.4 Point of Supply– The Bidder shall be required to arrange for supply of power at the Delivery Point which shall mean the metering point of Various Metro dairies.

2.5. Quoted Tariffs

2.5.1 The Bidder shall submit their Quoted Tariff (in INR), up to three decimal places, at the Delivery Point. The Quoted Tariff shall be inclusive of all open access charges, transmission charges, wheeling charges, taxes/duties and discounts / incentives for inter-state or intra-state transfer of power up to the Delivery Point, as applicable.

2.5.2. The Procurer shall pay to the Bidder only the Quoted Tariffs (plus adjustment on account of revision of intra-state open access charges mentioned in clause 2.5.3 of TENDER) for the energy supplied at Delivery Point of Various Metro Dairies pursuant to the provisions of the PPA.

2.5.3. Further, the Procurer shall also be obligated to bear any differential arising due to revision of following regulated intra-state open access charges applicable in the State of TamilNadu during the Contract Period from the date of bid submission:

- i.) Cross Subsidy Surcharge
- ii.) Additional Surcharge
- iii.) Intra-State Distribution Wheeling Charge
- iv.) Intra-State Transmission Charge
- v.) Scheduling and System Operation charge or SLDC charge
- vi.) Electricity Duty (if applicable only to the extent of power supplied through open access)

Revision in any other parameter except the ones provided above shall be on account of the Selected Bidder

2.5.4. The Procurer reserves the right to clarify details with respect to the open access rates and charges considered by the Bidder in their Quoted Tariff.

2.5.5. The Payments to the Bidder shall be subject to revision in intra-state open access charges as listed in clause 2.5.3 of this TENDER. Any revision in the applicable statutory charges stated in para 2.5.3 above shall be adjusted, based upon the reference rates on the date of submission of Bids and any differential change in those parameters as per applicable tariff order/ regulations/ policies issued by respective state discom authorities during the period of contract, shall be on actual basis.

For example, if the rate of any applicable intra-state open access charge of Rs X per kWh effective on date of Bid submission is revised to Rs Y per kWh, the differential amount shall be Rs(+/-)(Y-X) per Kwh payable/recoverable by the Procurer

This revision / differential payment shall also be considered in line with para 2.5.6.

2.5.6. In case the prevalent per unit applicable tariff (including fuel surcharge, additional regulatory charge, etc.) being charged by the State Discom to the Various Metro dairies becomes less than the Quoted Tariff (plus adjustment on

account of revision of intra-state open access charges mentioned in clause 2.5.3 of TENDER) during the Contract Period, the Procurer shall safeguard its interest by serving a notice to the Bidder for exercising one of the following options:

- a. Option 1: The Quoted Tariff shall be reduced by an amount equivalent to the difference between the per unit Quoted Tariff (plus adjustment on account of revision of intra-state open access charges mentioned in clause 2.5.3 of TENDER) and the prevalent variable tariff applicable at the TCMPF Ltd. All subsequent payments by Procurer to the Bidder would be made at the revised Quoted Tariff, for the units of power supplied by Bidder in accordance with the PPA.
- b. Option 2: The PPA for procurement of Solar Power through Open Access at various Metro dairies can be terminated after a period of 90 days from the date of notice, without any compensation or financial liability of Procurer towards the Bidder.

2.6. Penalty Provisions:

2.6.1 In case the actual Energy supplied in any month of a Contract Year, is less than 6% Of the annual Contracted Energy as specified in Clause 2.1 for the respective Contract Year, the Bidder shall pay a penalty at the rate of twenty five percent (25%) of the Quoted Tariff (in Rs./kWh) (plus adjustment on account of revision of intra-state open access charges mentioned in clause 2.5.3 of TENDER), applied on the energy (in kwh) Corresponding to the difference between actual Energy units and the minimum specified Contracted Energy (6% of the annual Contracted Energy), during such month.

2.6.2. An annual reconciliation shall be undertaken at the end of each Contract Year wherein a Bidder shall be required to pay a penalty for any shortfall in the cumulative energy supplied during the Contract Year with respect to the Contracted Energy for the respective year at the rate of twenty five percent (25%) of the Quoted Tariff (in Rs. /kWh) (plus adjustment on account of revision of intra-state open access charges mentioned in clause 2.5.3 of TENDER). Any monthly shortfall of energy (in kWh) for which the Bidder has already paid a penalty as per the Clause 2.6.1 shall be reduced from such annual shortfall energy (in kWh) while computing the penalty amount in Indian Rupees terms.

Further, it is clarified that the amount of penalty (in Indian Rupees terms) levied due to non-supply as per the minimum Contracted Energy for a month (i.e. 6% of the annual Contracted Energy) shall not be adjusted in such amount.

For Example

Scenario 1: Monthly Shortfall as well as Annual Shortfall:

- a) There has been supply of only 5% of the Contracted Energy (i.e. 99,188 kwh) by Bidder to TCMPF LTD in the month of April 2022 as against the minimum supply of 6% of Contracted Energy (i.e. 1,19,025 kwh), leading to a shortfall of 19,837 kwh in the month of April 2022.
- b) Assuming a Quoted Tariff of Rs. 3.50 per Kwh, the Bidder has paid 25% of the quoted tariff with respect to the shortfall in energy supply in the month of May 2022 i.e. Rs. 17,357.375 (19,837 kwh x 25% x Rs. 3.50/Kwh).
- c) Consequently there has been supply of only 95% of the Contracted Energy (18,84,563 kwh as against 19,83,750 kwh) by Bidder to TCMPF Ltd for the Contract Year 2022-23 and the total penalty payable is about Rs. 86,788,625/- (i.e. 99,187 kwh X 25% X 3.50 Rs/kWh);.

Scenario 2: Monthly Shortfall and No Annual Shortfall:

- a) There has been supply of only 5% of the Contracted Energy (i.e. 99,188 kwh) by Bidder to TCMPF LTD in the month of April 2022 as against the minimum supply of 6% of Contracted Energy (i.e. 1,19,025 kwh), leading to a shortfall of 19,837 kwh in the month of April 2022.
- b) Assuming a Quoted Tariff of Rs. 3.50 per Kwh, the Bidder has paid 25% of the quoted tariff with respect to the shortfall in energy supply in the month of May 2022 i.e. Rs. 17,357.375 (19,837 kwh x 25% x Rs. 3.50/Kwh).
- c) Consequently there has been supply of 100% of the Contracted Energy (19,83,750kwh by Bidder to TCMPF Ltd for the Contract Year 2022-23 and no additional penalty is required to be paid with respect to the contract year 2022-23 .The penalty amount already paid (i.e. Rs. 17,165.75) with respect to the month of April 2022 shall not be repaid to Bidder.

3.1. Technical Qualification Requirements

3.1.1. The Bidder should be a corporate entity duly incorporated under the relevant laws of India. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid. The Qualified Bidder will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA.

3.1.2. For supply of electricity to Procurer pursuant to this TENDER, the Bidder should be

- a). a developer who proposes to setup a new solar project; or
- b). owner and operator of an existing solar project; or
- c). a Trading Licensee, with a back to back arrangement with solar generator/ project

3.1.3. Each bidder should individually qualify the following qualification criteria -

- a). In case of Bidder being a developer under clause 3.1.2 (a) the Bidder should have installed & commissioned at least one 1 MW of Grid connected solar project(s) in last five years, which should have been commissioned at least six months prior to Bid Opening date. The list of project(s) commissioned at least 6 months prior to Bid Opening date, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and Work order / Contract / Agreement/ from the Client/Owner shall be submitted as per Format 5.1.
- b). In case of Bidder being an owner and operator of an existing solar plant under clause 3.1.2 (b), the bidder shall furnish certificate of commissioning as documentary evidence. Further the power plant shall have untied capacity sufficient to supply the Contracted Energy required as per clause 2.1 of this TENDER as on the Bid Deadline.5.1 of this TENDER.
- c). In case of Bidder being a trading licensee under clause 3.1.2 (c) –
 - i). The Bidder should have executed a power purchase agreement or a firm arrangement with a solar power generator, from which power is proposed to be supplied pursuant to this TENDER. The Bidder shall provide the copy of such agreement/arrangement to Procurer.

ii). The Bidder should have executed at least one 1 MW of power purchase agreement(s) for renewable energy source in last five years, prior to the Bid Submission Date.

iii).The solar project, from the where power supply is to be supplied to Procurer pursuant to this TENDER, should have untied capacity sufficient to supply at least the Contracted Energy required as per clause 2.1 of this TENDER as on the Bid Deadline. The bidder shall furnish documentary evidence for untied capacity, as specified in Format 5.1 of this TENDER.

3.1.4. A Bidder shall submit only one response in the same bidding process, individually as Bidding Company. It is further clarified that any of the Parent Company / Affiliate / Ultimate Parent Company of the Bidding Company shall not separately participate directly or indirectly in the same bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same bidding process, the Bid of all such Bidders shall be rejected.

3.1.5. Notwithstanding anything stated above, the “Procurer” reserves the right to verify the authenticity of the documents submitted for meeting the Technical Qualification Requirements and request for any additional information / documents. The “Procurer” reserves the right at its sole discretion to contact the Bidder’s bank, lenders, financing institutions and any other persons as necessary to verify the Bidder’s information/documents for the purpose of qualification.

3.1.6. The Bidder may seek qualification on the basis of technical capability of its Parent Company and / or it’s Affiliate(s) for the purpose of meeting the Qualification Requirements.

4.0. BID EVALUATION

4.1. Responsiveness Check of Technical Bid

4.1.1. The Technical Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the TENDER. Any of the following may cause the Bid to be considered “Non-responsive”, at the sole discretion of Procurer:

- (i) Bids that are incomplete, i.e. not accompanied by any of the applicable documents and annexures, , format for qualification requirement, applicable undertakings, valid Bid Security, details of

generation source;

- (ii) Bid not signed by authorized signatory and / or stamped in the manner indicated in this TENDER;
- (iii) Material inconsistencies in the information / documents submitted by the Bidder, affecting the Qualification Requirements;
- (iv) Information not submitted in the formats specified in this TENDER;
- (v) A Bidder submitting more than one Bid from the same generation source for supply of power to an TCMPF Ltd or participating in more than one Bid;
- (vi) Bid validity being less than that required as per this TENDER;
- (vii) Bid being conditional in nature;
- (viii) Bid not received by the Bid Submission dates;
- (ix) Bid having Conflict of Interest;
- (x) Bidder delaying in submission of additional information or clarifications sought by Authorized Representative as applicable;

4.2. Evaluation of Bidder's fulfilment of Qualification Requirements

4.2.1. Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the prescribed Formats as per section 5 of this TENDER and related documentary evidence in support of meeting the Qualification Requirements as specified in clause 3.1 and clause 3.2. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.

ANNEXURE-I

PROFILE OF THE BIDDING ORGANISATION

The Bidder shall furnish the following details without fail:

Name of the Organization	
Nature of the Organization: PSU/Public Ltd/Private Ltd	
Year of Incorporation(Furnish copy of Certificate of incorporation)	
Address of the Registered Office:	
Contact Person Name	
Contact Person Mobile	
E-Mail Address	
GST Registration Number(Furnish copy of GST Certificate)	
PAN Number(Furnish copy of PAN Card)	

Note: The Bidder must upload documentary proof for the above details without fail.

I/we hereby declare that the details furnished above are true and correct to the best of my knowledge. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it.

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE-II

FINANCIAL CAPABILITY

The Average Annual Sales / Revenue Turnover of
M/s.....(Name of Firm)..... and address
..... for the past three years are given below and certified that
the statement is true and correct:-

S. No.	Financial Years	Sales / Revenue Turnover in Lakhs (Rs)
1.	2019-20	
2.	2020-21	
3.	2021-22	
	Total	

Average annual Sales/Revenue turnover - Rs. _____ Lakhs

Note:- The Bidder must upload either the Annual Turn Over Certificate for above 3 years certified by Chartered Accountant or Annual statement of Accounts (i.e.) Profit & Loss Accounts and Balance Sheet for the above 3 years certified by Chartered Accountant in support of Annual Turn Over without fail.

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE-III
DECLARATION FORM

(To be signed with company seal on letter head and uploaded in the Technical Bid)

To

The Dy. General Manager (Engg.),
TCMPF Ltd.,
Head Office, Aavin Illam, 3-A,
Pasumpon Muthuramalinganar Salai,
Nandanam,
Chennai – 600 035.

Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No.: 8674/Proj.2/2022-9

Name of Tender / Work / Item: Procurement of Solar power through Open Access System for TCMPF Ltd.,

We, the undersigned, declare that:

- 1) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents including all documents like detailed Scope of Work, annexure(s), etc ,
- 2) I/we agree to abide by all the detailed scope of works, terms and conditions stipulated by the TCMPF which I/we have read and understood.
- 3) I/we certify that I/we have fully read and understood the instruction to bidders for online bid submission given by TCMPF, and any lapse to properly submit the bids result in rejection of the bid submitted.
- 4) I/we certify that the tender is offered without any alteration / addition / omission.
- 5) The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this declaration form
- 6) I/ we certify that all the conditions of the tender are accepted.
- 7) I/we agree that the TCMPF is not responsible for any data corruption that might arise during the transmission / uploading of data in the website or due to disruption in communication error in my / our tender.

- 8) I/we agree that the TCMPF, has right to change schedule of opening or any technical corrective action to resolve any error that might arise during the opening of the e-tender by TCMPF.
- 9) I/we certify that I/we are responsible for the uploading of correct copies of scanned documents as per the e-tender procedure of TCMPF.
- 10) I /we understand that any error in doing so my /our tender may be summarily rejected by TCMPF.
- 11) I/We hereby agree to hold the tender offer valid for acceptance for a period of 120 days from the date of opening of Part – I – Technical bid
- 12) In the event of failure on my / our part to comply with all the requirements mentioned in this tender document I / we unconditionally agree that the department is at its liberty to reject my/our tender including the forfeiture of the full said earnest money deposit absolutely.
- 13) We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE-IV

DETAILS OF SOURCE OF POWER

In case of Bidder being a Trading Licensee, details in this format is to be furnished by the Bidder in relation to the supplier of power with whom the power purchase agreement or procurement arrangement has been executed by the Trading Licensee

Sl. No	Particulars	Details (to be furnished by the Bidder)			
1.	Location of power station (Specify place, district and state)				
2.	Proposed 3 Metro dairies, 1 Product dairy and 1 DCCP Ammapalayam to be supplied power from power station				
3.	No. of existing/ proposed units and installed capacity of each unit (in MW)	Existing			
		Sl. No.	No. of Units	Installed Capacity	COD
		1.			
		2.			
				
		Proposed			
		Sl. No.	No. of Units	Installed Capacity	Expected COD
		1.			
		2.			
				
4.	Quantum of power contracted with other purchasers, if any (in MW)(Please provide documentary evidence)				
5.	Details of surplus capacity (in MW)				
6.	Name of the Injection Point				
7.	Region and State in which the Injection Point is located				
8.	Whether the STU system be used to transmit power between the interconnection				

ANNEXURE – V

CERTIFICATE OF CONFORMITY

Certified that the offer is in total conformity with tender terms and specification without any deviation, whatsoever.

SIGNATURE OF THE BIDDER:

FULL NAME:

DESIGNATION:

SEAL OF COMPANY:

Annexure – VI

**INFORMATION REGARDING CURRENT LITIGATION / DEBARRING /
EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE
APPLICANT**

1. (a) Is the Applicant currently involved in any Arbitration / litigation relating to any contract works	Yes/No
(b) If Yes, Details thereon	
2. (a) Has the Applicant or any of it's constituent partners been Debarred/Expelled by any agency during the last Three years	Yes/No
(b) If yes, Details thereon	
3. (a) Has the Applicant or any of it's constituent Partners failed to complete, any contract work during the past Three years	Yes/No
(b) If yes, give details thereon	

Dated Signature of Applicant with seal

Note: If any information in this Annexure is found to be incorrect or concealed, the Qualification Application will be summarily rejected & price tender will not be opened.

ANNEXURE – VII

FINANCIAL BID

I/We have gone through and understood all the terms and conditions of the tender and will abide by all the condition laid down for the supply of tendered items / works as per the detailed scope of works, terms and conditions laid down in the tender document.

SL. NO.	ITEM DESCRIPTION	RATE INCLUSIVE OF ALL (IN RS)	TOTAL END RATE INCLUSIVE OF ALL (IN RS)
←	RATE SHOULD BE QUOTED IN PRICE BID IN		→

1).The rate quoted in the Financial Bid (BOQ - Excel online) shall remain constant during the period of contract or till extended period if any and no other additional charges on any account will be claimed. The above rate is on F.O.R. which is inclusive of all viz. material cost, GST/IGST for supply and erection commissioning, transport charges, toll charges, transit insurance, loading and unloading charges, erection and commissioning charges, etc.,

2).All the rates should be only in terms of Indian Rupees.

Signature of the Bidder with office seal

Place:

Date:

CHECK LIST

BIDDER TO FILL IN THE CHECK LIST AND UPLOAD IN THE ONLINE PORTAL WHILE SUBMITTING THE TENDER

(State YES / NO for each item)

Kindly ensure compliance of the under-mentioned requirements, as per Tender Terms and Conditions.

S. No.	Description	Bidders Response
I.	TECHNICAL BID	
1.	Whether details of E-Remittance towards EMD Amount is uploaded.	Yes/No
2.	If the bidder is claiming EMD exemption, a copy of valid document proof of EMD exemption to be uploaded in accordance with Clause No.9.8	Yes/No
3.	The bidder should be a developer who proposes to setup a new solar project	Yes/No
4.	The bidder should be Owner and operator of an existing solar project	Yes/No
5.	The bidder should be A trading license, with a back to back arrangement with solar generator/project	Yes/No
7.	Whether documentary evidence for average annual sales turn-over for the last three financial years (2019-20, 2020-21& 2021-22) are uploaded	Yes/No
8.	Whether the tender documents are Digitally signed and uploaded	Yes/No
9.	Whether the following Supporting Documents, including the Annexure / Amendments are uploaded duly signed and sealed in each and every page, failing which their offer will be rejected	Yes/No
	a).Profile of the Bidding Organisation as per Annexure-I.	Yes/No
	b).Financial Capability as per Annexure-II	Yes/No
	c).Declaration Form as per Annexure-III	Yes/No
	d). Details of Source of Power as per Annexure-IV	Yes/No
	e). Certificate of Conformity as per Annexure-V	Yes/No
	f).Details of Abandonment of work Litigation / debarring done as per Annexure - VI	Yes/No
	g).Any other documents wherever insisted in the tender document.	Yes/No
II.	FINANCIAL BID	
10.	Whether the Financial Bid - BOQ (Excel Format) is filled and uploaded	Yes/No

Note: Please ensure that all the relevant boxes are marked YES / NO against each column

Important Note: Bidders must ensure to upload all the required documents indicated in the Tender document without fail in the Online Portal. Bids uploaded without supporting documents (See Clause No 5 Pre-Qualification Criteria) in respect of the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER

The bidders are required to submit scanned copies of their bids electronically on the <https://tntenders.gov.in>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the portal, prepare their bids in accordance with the requirements and submitting their bids online.

More information useful for submitting online bids on the portal may be obtained at <https://tntenders.gov.in>.

REGISTRATION:-

- 1) Bidders are requested to enrol on the e-procurement module of the Tamil Nadu Tenders procurement portal <https://tntenders.gov.in> by clicking on the link “on line bidder Enrolment” which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the portal.
- 4) Upon enrolment, the bidders will be required to register their valid (DSC) Digital Signature Certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / n Code / e Mudhra etc), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder may then log in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search operations built in the <https://tntenders.gov.in> to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc to search for a tender published on the CPP portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to

the respective 'My Tenders' folder. This would enable to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.

3) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Helpdesk

PREPARATION OF BIDS:

- 1) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which bids documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the tender document /schedule and generally they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc) has been provided to the bidders. Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

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

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidder is requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial Bid is a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.

Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidder's dashboard) will be considered as a standard time for referencing the deadline for submission of the bids by the bidders, opening of bids etc. The bidder should follow this during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement for the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to <https://tntenders.gov.in> in general may be directed to the 24x7 Helpdesk of the portal.

SYSTEM REQUIREMENT:

- i) Operating System - Windows XP-SP3 & above
- ii) Firefox/Internet browser - IE7 and above
- iii) Signing type digital signature
- iv) JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be Downloaded and installed in the system

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level.

NOTE: The above instructions are time to time change by the NIC. Hence, all the Bidders must periodically browse the website <https://tntenders.gov.in> and follow the procedure and being updated.
