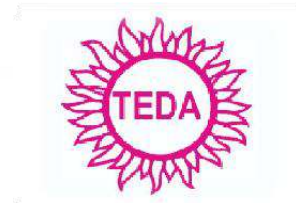


Rate Contract Tender for Empanelment of Vendors for Design, supply, erection, testing and commissioning including warranty, Comprehensive operation & maintenance (5 years) of Grid-Connected Rooftop Solar Plant of various capacities under the Phase-II of Grid Connected Rooftop Solar Scheme of MNRE in the State of Tamil Nadu for a cumulative capacity of 12MW.

Tender Ref No: TEDA/1469/Phase II GCRTS/2021-22 dated: 14.04.2022



State Implementing Agency

**Tamil Nadu Generation and
Distribution Corporation Limited
(TANGEDCO)
NPKRR Maaligai, 144, Anna Salai,
Chennai- 600 002.
Phone no:**

State Nodal and Tendering Agency

**Tamil Nadu Energy Development Agency (TEDA)
E.V.K Sampath Maaligai,
5th Floor, No.68, College Road,
Chennai 600 006.
Phone: 044 – 28242800.
Email: dgm2@teda.in, solar@teda.in
Website: www.teda.in**

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Interpretations

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

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 within seven (7) days from the date of notification of Tender/ Issue of the Tender document, it shall be considered that the Tender document is complete in all respects and has been received by the Bidder.
2. TEDA reserves the right to modify, amend or supplement this Tender document.
3. While this Tender has been prepared in good faith, neither TEDA nor their employees 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: _____

NOTICE INVITING TENDER

FOR

EMPANELMENT OF VENDORS FOR DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING INCLUDING WARRANTY, COMPREHENSIVE OPERATION & MAINTENANCE (5 YEARS) OF GRID-CONNECTED ROOFTOP SOLAR PLANT OF VARIOUS CAPACITIES UNDER THE PHASE-II OF GRID CONNECTED ROOFTOP SOLAR SCHEME OF MNRE IN THE STATE OF TAMIL NADU BEING IMPLEMENTED BY TAMIL NADU ENERGY DEVELOPMENT AGENCY/TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED IN THE STATE OF TAMIL NADU.

The Ministry of New and Renewable Energy, Government of India (MNRE) is implementing Phase-II of Grid Connected Rooftop Solar (GCRTS) Programme wherein central financial assistance (CFA) is being provided for installation of Roof Top Solar (RTS) projects in residential buildings. To implement the RTS activities in respect of the aforesaid programme, respective Power Distribution companies (DISCOMs) have been designated as the implementing agency. Based on this, Tamil Nadu Generation and Distribution Corporation Limited (DISCOM of Government of Tamil Nadu), has decided that TEDA (State Nodal Agency) shall be the tendering and implementing agency for Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO) and will identify L-1 rates and empanel vendors for implementation of the programme. The TEDA/TANGEDCO will execute RTS projects in Tamil Nadu through the empanelled vendors, in accordance with the rates discovered in this tender.

MNRE has accorded the sanction and allocated the capacity of 10 MW for residential sector to TANGEDCO (DISCOM of Tamil Nadu) under the Phase-II of GCRTS programme for 2021-22 vide F.No:318/63/2019- Grid Connected Rooftop dated 19.01.2022. TEDA invites bids from eligible bidders to participate in this Tender for empanelment of vendors for Design, Supply, Erection, Testing and Commissioning including Warranty and 5 years Comprehensive Operation & Maintenance of Grid-Connected Rooftop Solar PV systems for Residential Consumers aggregating to **12 MW** under the Phase-II of Grid Connected Rooftop Solar Scheme of MNRE in the State of Tamil Nadu. This Tender shall be governed by terms of sanction received from MNRE vide F.No:318/63/2019 - Grid Connected Rooftop dated 19.01.2022 for TANGEDCO and The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 and as amended from time to time.

For the implementation of above-mentioned work, Bidders should submit their bid proposal in offline mode, complete in all aspect, on or before Last date of Bid Submission as mentioned on the Bid Information Sheet.

Bidder shall submit bid proposal along with non-refundable bid processing fee and EMD as per the Bid Information Sheet. The Bidder(s) those who are seeking exemption for submission of EMD, shall submit the valid supporting documents and **EMD undertaking** in the prescribed **Format-8**. Bids will be opened as per the Bid Information Sheet in presence of authorized representatives of bidders. Bid proposals received without the prescribed bid processing fees and EMD shall automatically be rejected.

In the event of any date mentioned in bid information is declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Only the documents submitted at the time of Bid Submission shall be used in evaluation process. Bidders are advised to ensure that all supporting documents are submitted at the time of Bid Submission as no further clarification/amendments would be entertained in this regard. Bidders are also encouraged to familiarize themselves with the MNRE scheme available at SPIN portal (solarrooftop.gov.in) for efficient execution.

Any amendment(s)/ corrigendum/ clarifications with respect to this Bid shall be uploaded on web page of TEDA and State tender portal. The Bidder should regularly follow up for any Amendment/ Corrigendum/ Clarification on the above websites.

The bidding process under this Rooftop scheme is for 12 MW comprising of CAPEX Model

S. No	Category	Proposed Capacity	Aggregate Capacity (kW)	Min Capacity (kW) (for which the Bidder can submit its Bid)	Max Capacity (kW) (for which the Bidder can submit its Bid)
1.	Part-A	1 kW to 3 kW	5800	50	1500
2.	Part-B	Above 3 kW to 10 kW	2500	50	1000
3.	Part-C	Above 10 kW to 100 kW	1500	100	750
4.	Part-D	Above 100 kW to 500 kW	1000	100	750
For open category Bidder			1200	Not applicable	Not applicable

Note: For common facilities in Group Housing Societies/Residential Welfare Associations (GHS/RWA) etc. the allowed RTS capacity shall be limited up to 500 kWp (@ 10 kWp per house), with the upper limit being inclusive of individual rooftop plants already installed by individual residents in that GHS/RWA at the time of installation. Bidders are requested to quote Minimum Capacities in each part as per above table.

TEDA /TANGEDCO reserves the right for diversion of capacity from one bidder/ category to another (including transfer of unallocated capacity to Open Category) for 100% utilization of tendered capacity. Open category will be allotted to Local MSME's (Tamil Nadu Registration s mandatory). No work experience and minimum turn over criteria is required for such category of bidder.

(Name and Designation of Signing Authority)

SCOPE OF WORK:

The TEDA invites bids for Design, Supply, Erection, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance (5 Years) of Grid-Connected Rooftop Solar Plant of Various Capacities Under the Phase-II of Grid Connected Rooftop Solar Scheme of MNRE in the State of Tamil Nadu under CAPEX model.

TEDA will empanel eligible vendors participating in this empanelment process and wish to provide their services on the price/rate discovered through transparent bidding process. The CFA available from MNRE would be limited to 40% of the prevailing Benchmark Cost or Discovered Rate, whichever is lower, for project capacity up to 3 kW. For project capacity above 3 kW the available CFA would be **40 % up to 3 kW Plus 20% for RTS system upto 10 kW. Group Housing Societies/Residential Welfare Associations (GHS/RWA) etc. are allowed to install RTS projects up to 500 kW capacity (@ 10 kW per house), with the upper limit being inclusive of individual rooftop plants already installed by individual residents in that GHS/RWA at the time of installation of RTS for common activity.**

TEDA will not be responsible in case any empanelled vendors do not get any work order.

The consumers under this scheme shall be free to install their projects by any empanelled vendors subject to the condition that project shall have to be installed/commissioned in accordance with the scheme guidelines, working instructions and relevant regulations as approved and amended from time to time by the MNRE, TANGEDCO and TNERC.

The empanelled vendors will carry out the design, supply, erection, testing and commissioning including warranty, comprehensive operation & maintenance for a period of 05 years under CAPEX Model of grid interactive rooftop solar PV power plant and shall make all necessary arrangement for evacuation and injection of surplus power to the grid at the interconnection point/ points as per TNERC/TANGEDCO's guidelines issued from time to time.

1. The detailed Scope of Work for empanelled vendors shall essentially cover but not be limited to:

- 1.1. Identification of prospective beneficiaries and providing necessary assistance to the prospective beneficiary in submitting online applications for installation of RTS project.
- 1.2. Preparation of Detailed Project Report (DPR) of the proposed Proposal of Rooftop Solar Power Plant.
- 1.3. Obtaining Net-metering approval from TANGEDCO for providing grid connectivity/net-metering.
- 1.4. Submission of proposal with all required documents to TEDA/TANGEDCO for sanctioning of the project.
- 1.5. Execution of the work shall be carried out in an approved manner as per the technical specification of Tender. In case of any dispute, relevant MNRE/BIS/ISI/NABL/ISO/IEC/IS specification shall be followed and work shall be carried out to the reasonable satisfaction of the engineer in charge.

- 1.6. The vendor shall complete the work of Design, supply, civil work, erection, testing and commissioning of SPV grid connected Power Plant within 6 months from the issuance of the sanction letter. In event of failure to install and commission the RTS system within the mentioned timeframe, the entire Performance Bank Guarantee will be forfeited and may also lead to disqualification of the vendor at the sole discretion of TEDA/TANGEDCO. The penalty for non-completion will be on pro-rata basis.
- 1.7. The work covers Design, Supply, Erection, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance for 5 years.
- 1.8. Empanelled vendors shall establish a service Centre to cater the 05 Years CMC. In case if it is not economically viable for an individual vendor then Group of vendors can establish a common service Centre. The details of all such service centres (address, contact no. etc.) will be made available on the website of the TANGEDCO & TEDA.
- 1.9. All the material required for the installation of solar power plant as per the work order issued shall be kept at site in custody of the vendor. TANGEDCO/TEDA shall not be responsible for any loss or damage of any material during the installation. The vendor shall be responsible and take an insurance policy for transit-cum-storage-erection for all the materials.
- 1.10. The vendor shall take entire responsibility of electrical safety of the installations including connectivity with the grid and follow all the safety rules and regulations applicable as per Indian Electricity Act-2003 and prevailing CEA guidelines and amendments, The Empanelled vendor shall ensure proper safety of all the workmen, material, plants and equipment belonging to him/her. In case any accident occurs during the construction / erection or during guarantee period for work undertaken by Empanelled Vendor thereby causing any minor or major or fatal accident will be the responsibility of the Empanelled Vendor. The successful Vendors shall follow and comply with the employer's safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment.
- 1.11. The Empanelled Vendors must adhere to the Operation and Maintenance procedure given in **Annexure-C** of this document.
- 1.12. **The CFA claims of the systems installed and commissioned shall be processed with following documents:**
 - 1.12.1 Dated Claim letter from the bidder on its letter head certifying that the SPV Modules and Cells deployed in the systems installed are Indian Made (DCR Undertaking as prescribed MNRE Format as **Annexure-W**), and all the technical specifications of the components supplied and installed are in accordance with the specifications given in this document and adhere to MNRE requirement and all the information / documents provided along with the claim letter is correct and factual.

- 1.12.2 Invoice of the System billed to the beneficiary.
- 1.12.3 Photograph of the system with placard held by the beneficiary and representative of TANGEDCO/ TEDA showing the name of the beneficiary, service connection number sanction number and system capacity.
- 1.12.4 Certificate of the beneficiary that the system is installed and commissioned in all respect with the date of commissioning, system and inverter capacity, etc. and that he has been provided the 05 (Five) Year Warranty Card and the O&M Manual.
- 1.12.5 Overwritten certificates/ documents shall be out rightly rejected and will not be processed for CFA payment.
- 1.12.6 Self-certified copies of documents will be submitted in support of claims made by the Empanelled Vendors.
- 1.12.7 The CFA shall be released subject to availability and release of funds from MNRE, Gol to TANGEDCO/TEDA.
- 1.12.8 All the SPV Rooftop systems installed will be inspected by officials of TANGEDCO/TEDA. If a need arises, the Third-party Inspection may also be carried for disbursement of CFA. Third party Inspection will be carried out by the Agency nominated by MNRE or TANGEDCO/TEDA.

Bid Information Sheet

Bid Description	<p>The bidding process under this Rooftop scheme is for 12 MW comprising of Part A, B, C and D</p> <ol style="list-style-type: none">1. Under PART-A- 1 to 3 kW_P Total Aggregate capacity 5800 kW_P, Bidder can apply for minimum aggregate capacity of capacity 50 kW_P and maximum aggregate capacity of 1500 kW_P.2. Under PART-B- Above 3 to 10 kW_P Total Aggregate capacity 2500 kW_P, Bidder can apply for the minimum aggregate bid capacity of capacity 50 kW_P and maximum aggregate bid capacity of 1000 kW_P.3. Under PART-C- Above 10 to 100 kW_P Total Aggregate capacity 1500 kW_P, Bidder can apply for the minimum aggregate bid capacity of capacity 100 kW_P and maximum aggregate bid capacity of 750 kW_P.4. Under PART-D-Above 100 to 500 kW_P Total Aggregate capacity 1000 kW_P, Bidder can apply for the minimum aggregate bid capacity of capacity 100 kW_P and maximum aggregate bid capacity of 750 kW_P.5. Under Open category Total Aggregate capacity 1200 kW_P <p>General category: Bidder can bid for PART-A or PART-B or Part-C or PART-D as per the eligibility criterion of Tender. Bidders can also bid combination of parts under CAPEX Model and for all four (04) parts subject to meeting the eligibility criterion set forth herewith.</p> <p>Open category: Bidder can submit only Techno commercial bid as per the eligibility criterion set forth in the Tender.</p>
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<p>Broad Scope</p>	<p>Identification of rooftops / beneficiaries which includes but is not limited to submission of project sanction documents, EPC agreement between Empanelled Vendor and the Consumer(s) at the quoted project cost and Clearances from TANGEDCO as per terms and conditions of Tender for the approval of capacity 12 MW for issue of project specific consent letter(s).</p> <p>Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning of the Grid-connected Rooftop solar PV project including comprehensive Operation and Maintenance (O&M) of the project for a period of 05 years for CAPEX Model after commissioning of project.</p> <p>Total timeline for the above Scope of Work up to Commissioning of project is 6 Months from the date of the Letter of Allocation (LoA) from dated of MNRE Sanction to TANGEDCO i.e. NOV 2022, whichever is earlier.</p>
<p>Sale of Tender Document</p>	<p>Tamil Nadu Energy Development Agency, 5th Floor, E.V.K. Sampath Maaligai, No.68, College Road, Chennai - 600 006, Phone: 044-28242800</p> <p>On all working days between 11.00 A.M. to 5.00 P.M. from 14.04.2022 to 10.05.2022 at TEDA office.</p> <p>Alternatively, Tender documents can be downloaded free of cost from www.teda.in and www.tenders.tn.gov.in</p>
<p>Cost of Tender Document</p>	<p>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.</p>
<p>Pre-Bid Conference/Clarification meeting</p>	<p>Date:28.04.2022 Time: 3.00P.M Venue: TEDA office</p>
<p>Physical submission of documents</p>	<p>Date: 11.05.2022 Time:3.00 P.M</p>
<p>Date of Techno-Commercial bids opening</p>	<p>Date and Time:11.05.2022 and 3.15 P.M Venue: TEDA office</p>
<p>Validity of Bid</p>	<p><u>Validity of bid shall be minimum 06 months from the date of techno-commercial bid opening date</u></p>
<p>Validity of Price</p>	<p>12 months after the date of issuance of Letter of Allocation (LoA)/ Work Order or 15 months from date of Sanction [<i>i.e. Insert Actual Date</i>], whichever is earlier.</p>

<p>Processing Fee (In favour of Tamil Nadu Energy Development Agency) (Non-refundable)</p>	<p>INR. 5000 + 900 (GST @18%).</p> <p>The processing fee is to be furnished through Demand Draft (DD) drawn in favour of "Tamil Nadu Energy Development Agency" payable at Chennai to be submitted in a separate sealed envelope along with offline document</p>
<p>Bid Bond/Bid Security/EMD</p>	<p>Based on the Bid capacity proposed by the bidder in the bid, EMD shall be furnished. EMD amount = (INR 450) x Bid Capacity in kW EMD shall be submitted separately for different parts respectively. For EMD Exemption: Bidder must submit valid supporting documents as per terms and conditions of Tender.</p>
<p>Bid Process</p>	<p>Two Part (Techno-Commercial Bid & Price Bid)</p>
<p>Name, Designation, Address and other details of Tender Inviting Authority</p>	<p>The General Manager Tamil Nadu Energy Development Agency 5thFloor, EVK Sampath Maaligai,68 College Road, Chennai-600006 Phone: +91-44-28242800 Fax:+91-44-28222971 Email: dgm2@teda.in,solar@teda.in Website: www.teda.in</p>
<p>Important Note: Prospective bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Tender document through the website: www.teda.in www.tenders.tn.gov.in. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. All the information related to this Tender shall be updated in the website.</p>	

DEFINITIONS

	In this "Bid / Tender Document" the following words and expression will have the meaning as herein defined where the context so admits:
1.1	" Act " or " Electricity Act, 2003 " shall mean the Electricity Act, 2003 and include any modifications, amendments and substitutions issued from time to time;
1.2	' Allocated capacity ' shall mean the capacity allocated to a bidder by TEDA/TANGEDCO based on the procedure defined in this tender document. The allocated capacity will be mentioned in the Letter of Allocation (LoA).
1.3	" Beneficiary " or " Customer " shall mean the residential category Consumers of TANGEDCO.
1.4	" Bid " shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachment's annexure etc., in response to this Tender, in accordance with the terms and conditions hereof.
1.5	" Bidder " shall mean the vendor who makes a formal offer in pursuance of the Tender.
1.6	" Bidding Company " shall refer to such single company that has submitted the response in accordance with the provisions of this Tender.
1.7	" Bidding consortium or consortium " shall refer to a group of companies that have collectively submitted the response in accordance with the provisions of this RFP.
1.8	" Bid Deadline " shall mean the last date and time for submission of Bid in response to this Tender as specified in Bid information Sheet;
1.9	" Bid Capacity " shall means capacity offered by the bidder in his Bid under invitation.
1.10	" CAPEX " CAPEX Model.
1.11	" Capacity Utilization Factor " (CUF) means the ratio of the annual output of the plant in kWh versus installed plant capacity for number of days. CUF = plant output in kWh / (installed plant capacity in kW * 365 * 24).
1.12	" CEA " shall mean Central Electricity Authority.
1.13	" Central Financial Assistance (CFA) " shall mean subsidy to be provided by MNRE under the ambit of Phase-II Rooftop Solar Scheme.
1.14	" Chartered Accountant " shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
1.15	" Commissioning " shall mean successful installation and grid-integration of the Solar Power Project by the Contractor, as defined in Tender.
1.16	" Competent Authority " shall mean Chairman and Managing Director (CMD)/Managing Director (MD) of TEDA/TANGEDCO himself and/or a person or group of persons nominated by CMD/MD for the mentioned purpose herein;
1.17	" Consent Letter " shall mean the letter provided by TEDA/TANGEDCO for a single or group of PV systems after the approval of the project sanction documents submitted by the contractor.
1.18	" Contract " shall mean the agreement to be entered into by the TEDA/TANGEDCO with the Empanelled Agency upon receiving the Letter of Empanelment from TEDA/TANGEDCO for implementation of the Scheme/ Project and shall include the General and commercial terms & condition, scope of work,

	project requirement, technical conditions, schedules, appendixes, drawings and any other conditions specifically agreed between the parties forming a part of the contract.
1.19	“ Company ” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013, including any amendment there to.
1.20	“ Date of completion of project ” shall mean that the date of completion of project with project handed over and accepted by the consumer applicant in all respect provided that the assignees, Guarantee and warranty of 05 years shall be applicable as per the Tender Document terms and condition after the date of commissioning.
1.21	“ Distribution Company ” shall mean the Tamil Nadu Generation and Distribution Corporation Limited;
1.22	“ Eligibility Criteria ” shall mean the Eligibility Criteria as set forth in Clause 5.0 of this Tender.
1.23	“ EMD ” shall mean Earnest Money Deposit which is required to be Paid as per the prevailing terms and conditions of Tender.
1.24	“ Empanelled Vendor(s) / Contractor / Project Developers(s) ” shall mean the Bidder(s) selected by TEDA/TANGEDCO pursuant to this Tender
1.25	“ EPC ” Shall mean Engineering, Procurement and commissioning of the complete project as per the terms and condition of the Tender Document.
1.26	“ Financial Year ” or “ FY ” shall mean the period starting from 1 April of the first calendar year to 31 March of the consecutive calendar year.
1.27	“ Installed Capacity ” shall mean the capacity of Grid connected Rooftop Solar Photovoltaic Systems installed and commissioned by the bidder during the empanelment period.
1.28	“ Inter-connection point / Delivery / Metering Point ” shall mean the point at distribution voltage level where the power from the solar power Project is injected. Metering shall be done at this interconnection point where the power is injected into the Distribution System i.e. the Delivery Point. For interconnection with grid and metering, the EPC shall abide by the relevant TNERC Regulations and their amendments thereof.
1.29	“ kW ” and “ kW_p ” shall mean Kilo-Watt and Kilo-Watt peak respectively
1.30	“ kWh ” shall mean Kilo-Watthour.
1.31	“ Letter of Intent ” or “ LOI ” shall mean the letter issued by TEDA/TANGEDCO to the Selected Bidder to secure their Intent for award of the Project.
1.32	“ Limited Liability Partnership (LLP) ” shall mean Limited Liability Partnership as per Limited Liability Partnership Act 2008.
1.33	“ LoA ” shall mean the Letter of Allocation issued by TEDA/TANGEDCO to the selected Bidder for Award of Work.
1.34	“ MNRE ” shall mean Ministry of New and Renewable Energy, Government of India.
1.35	“ Maximum Bid Capacity ” shall mean 10 MW which is the maximum capacity for which the Bidder can submit its Bid against each Part/ Category.
1.36	“ Model ” shall mean CAPEX Model.
1.37	“ Net Meter ” means an appropriate energy meter capable of recording both import and export of electricity or a pair of meters one each for recording the net import