

Request for Qualification (RFQ)

Technical and Financial Qualification For Setting up of 1 GW Land Based Solar PV Power plant in Railway Land along the Railway track under Tariff Based Competitive Bidding

(No: REMCL/CO/Solar/1GW/ (along track)/ 2020)

By

Railway Energy Management Company Limited

(A Joint Venture (JV) company of Ministry of Railways and RITES Ltd)

For & on behalf of

**Ministry of Railways
Government of India**

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Overview of the Framework

Railway Energy Management Company Limited

RAILWAY ENERGY MANAGEMENT COMPANY is a Joint Venture (JV) company of Indian Railways and RITES Ltd. hereinafter referred to as “REMCL” or -“Authorized Representative”, having its registered office at Core-1, 12th Floor, SCOPE Minar, Laxmi Nagar, Delhi-110 092 and Corporate office at RITES Bhawan, Ground Floor, Central Wing, Plot No. 1, Sector-29, Gurgaon-122 001.

RAILWAY ENERGY MANAGEMENT COMPANY for & on behalf of Ministry of Railways invites eligible Bidders to participate in the bidding process for **“Setting up of 1 GW Land Based Solar PV Power plant Railway Land along the Railway tracks under Tariff Based Competitive Bidding.”** The details of land are enclosed at **Annexure VII** of this RFQ. Bidders are encouraged to visit the site and assess the best available capacities from the given site, so as to maximize the generation within the given area.

All the activities related to bid process management starting from publishing of the bid document (RFQ/RFP/PPA) till award of LOA to successful bidder will be done by REMCL on behalf of Indian Railways. Thereafter all activities related to signing of Power Purchase Agreements & operationalisation of solar plants etc. with the successful Solar Developer (s) will be carried out by Nodal Railway. REMCL will act as the Bid process co-ordinator and manage the bid on behalf of Railways. REMCL shall be associated in planning, scheduling and forecasting of power after commencement of power from the solar plants.

The bidding process will be a single stage two packet centralized bidding process carried out by REMCL on behalf of Nodal Railways. The bid document comprises of RFQ, RFP and PPA. The bidders will submit one bid package comprising of the technical and financial qualification with supporting documents corresponding to the requirements of Request For Qualification (RFQ) and a price bid corresponding to the requirements of Request For Proposal (RFP), on CPP portal of National Informatics Centre (NIC) <https://etenders.gov.in/eprocure/app> e-bidding portal on or before the Bid due date.

Note:- Interested bidders may download the official copy of RFQ & other documents after logging into the NIC website by using the Login ID & Password provided by NIC during registration (Refer APPENDIX – V in RFP). The bidder shall only be eligible to submit/ upload the bid document only after logging into the NIC portal and downloading the official copy of RfQ

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Project Details:-

Setting up of 1 GW Land Based Solar PV Power plant in Railway Land along the Railway tracks under Tariff Based Competitive Bidding will be carried out through e-bidding followed by e-Reverse Auction process.

Detailed procedure is as under:-

The bidder is required to submit one consolidated bid and indicate the project capacity offered and name of the package (state wise) for which it proposes to Bid (Annexure VI). The bidder may quote for one package or more than one package. However, the bidder has to quote for the complete project capacity for a package as indicated in Annexure VII.

Bids for part capacity of a package would be rejected. However, in case the bidder has submitted his bid for multiple package, his bid for other packages will remain valid even if their bid for part capacity for some package is rejected.

The Project should be Make in India compliant. The DCR requirement for Solar Panel shall be as defined in Cl. No. 1.89 of Definitions and for other items like Inverter/Converter, cable etc the Govt. of India guidelines issued by Ministry of Commerce & DIPP vide P-45021/2/2017-PP (BE-II) dated 04.06.2020 or its latest amendments before Tender opening.

Connectivity:

The Solar Power Plant should be designed for connectivity to

- (A) AC 3 Phase system at STU/ Railway Transmission system at appropriate voltage level at / 220 kV/ 132 kV/ 110 kV / 66 kV etc.
- (B) 25 kV Single phase AC system Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE);

State wise packages are defined in Annexure –VII of RFQ, In which sites/ locations will be indicated. Bidders has to quote bid in packages. Connectivity Details/options of various packages are provided in Annexure-VII of RFQ and bidder is requested to choose the most economical/ideal connectivity option after site feasibility.

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Connectivity and Long Term Access (LTA) upto delivery point at STU/Railway Transmission system/ TSS from the solar plant is the responsibility of Solar Power Developer.

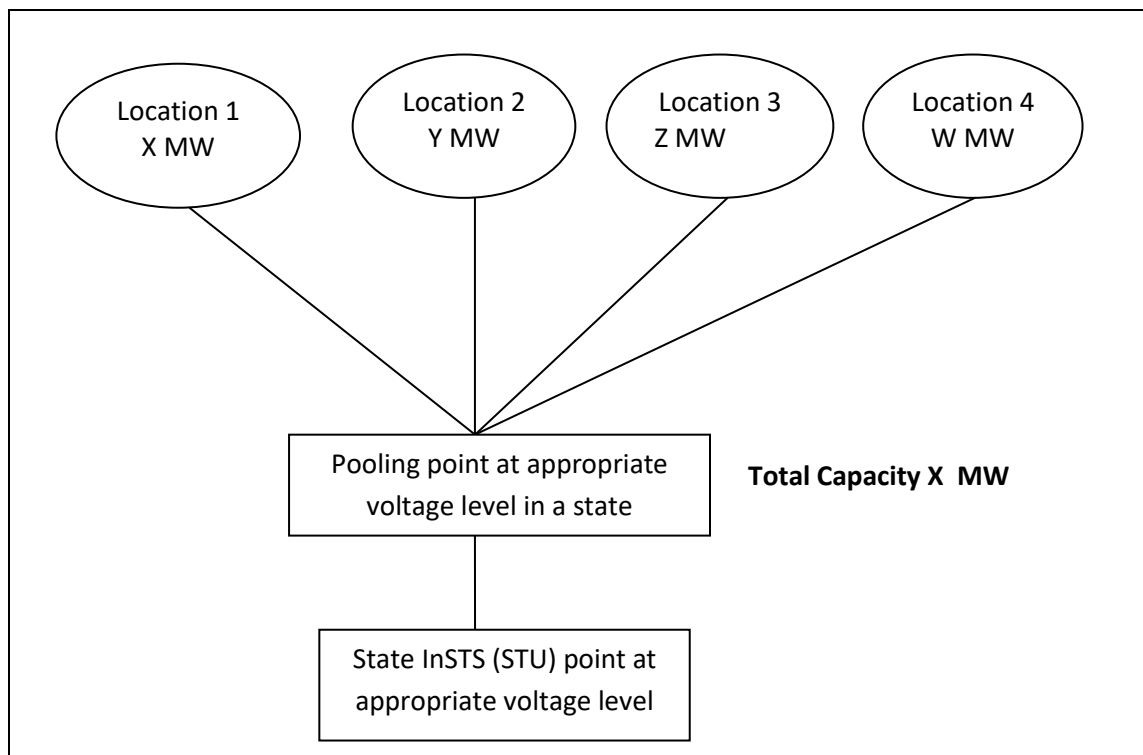
Project Configuration:

The term “Project” shall have the meaning as defined in definition in this RfQ, and shall refer to the Project capacity as quoted by the bidder in statewise packages (at the time of bidding)/awarded to the Bidder (after issue of LOA). Number of packages can be clubbed into “Project”.

The Bidder may however, set up the Project capacity in statewise packages with connectivity at STU/ Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE). The “Project” as sub-divided into a number of “packages”, being set up at multiple locations in a single state. For a single package , such ‘locations’ shall be within the same State. Following points are to be noted in this regard:

- a. The Project may consist of any number packages statewise. .
- b. A single tariff shall be quoted by the Bidder in its response to RfQ for each package state wise irrespective of the number of Projects and each Project configuration.
- c. A Single Power Purchase Agreement shall be signed with the designated Nodal Railway for each statewise packages . The SPD shall be responsible for obtaining Connectivity and Long Term Open Access (LTA) for each Project.
- d. The SPD may modify the Project configuration in terms of projects, subsequent to issuance of LOA until the deadline of Financial Closure, subject to the condition as per (c) above. REMCL shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Project.
- e. Where possible the individual ‘locations’ may be pooled at an appropriate voltage level in case of connectivity to **STU**/Railway transmission line /25 kV Railway Traction distribution system/ Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE). **i.e. state wise projects** i.e. state wise projects. A single transmission line shall connect the above pooling Substation to the interconnection/ Delivery Point, which shall be the Metering Point as per the RfQ.
- f. One of the possible configurations of a Project, having separate locations in a state, is illustrated below, for elaboration:

PROJECT CAPACITY (State wise package): X MW



REMCL will evaluate the bids on the technical and financial eligibility criteria given under clause 2.2.2- A and 2.2.2- B, of this RFQ document.

“Only those bidders who meet the technical and financial eligibility, under this stage (RFQ stage) will have their price bids (RFP) opened by REMCL. The financial bids (RFP) of those bidders who do not qualify at RFQ stage will not be opened. The qualified bidders at RFQ stage shall participate in reverse auction process.

Request for Qualification (RFQ)

The RFQ aims to identify credible bidders who have the requisite technical and financial Criteria for undertaking the project. The information sought for the purposes of pre-qualification should generally be restricted to technical and financial capabilities that are relevant to the project. Such information should be precise and quantified so that the process of short-listing is fair and transparent, and does not expose the government to disputes or controversies. The bidders who meet the Technical and Financial qualification requirements will be shortlisted and announced by REMCL. The shortlisted bidders will then be invited for the opening of the price bids. The results of the bid will be announced by the REMCL.

Technical Criteria

For technical criteria bidders have to satisfy condition as mentioned in clause 2.2.2 (A).

Financial Criteria

For financial criteria bidders have to satisfy condition as mentioned in clause 2.2.2 (B).

Request for Proposal (RFP)

The qualified bidders at RFQ stage shall be called for the opening of the price bids. Qualified bidders at RFQ stage shall participate in reverse auction process on CPP portal of National Informatics Centre (NIC) <https://etenders.gov.in/eprocure/app> website. The results of the bid will be announced by REMCL, and REMCL on behalf of Nodal Railway will issue the Letter of Award (LOA) to the successful bidder.

Signing of Power Purchase Agreement:

The successful bidder is required to sign the Power Purchase Agreement (PPA) with the Nodal Railway for period of 25 years.

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Appendices

- I. Bidder Information in Annex I – Annex XIV
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
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Request for Qualification (RFQ)

Application Letter for Technical and Financial Qualification

(To be submitted by Bidder)

To,
Railway Energy Management Company Limited,
Ground floor, Central wing,
RITES Bhawan,
Plot No. 1, Sector -29,
Gurgaon-122001

Subject: Application for pre qualification of..... MW Land Based Solar PV Power plant along the Railway track in as per the enclosed list at Annexure VII of this RFQ under Tariff Based Competitive Bidding.

1. I/ We acknowledge that REMCL will be relying on the information provided in the Bid and the documents accompanying such Bid for pre-qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexure I to XIV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for the Design, Build, Finance, Operate and Transfer (DBFOT) of the aforesaid Project.
3. I/ We shall make available to REMCL/Railways any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. I/ We acknowledge the right of REMCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:

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- (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by REMCL;
- b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document;
- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the REMCL/Railways or any other public sector enterprise or any government, Central or State; and
7. I / We understand that you may cancel the Bidding Process at any time and you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.7 & 2.17 of the RFQ document.
8. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the financial criteria and meet(s) all the requirements as specified in the RFQ document and am/ are qualified to submit a Bid.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
13. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (DBFOT or otherwise), and no bar subsists as on the date of Bid. £
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification

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in terms of the provisions of this RFQ, we shall intimate REMCL of the same immediately.

The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of Consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.

15. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Power Purchase Agreement.
16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by REMCL in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
18. I/ We certify for satisfying technical & financial eligibility criteria as specified in RfQ.
19. We agree and undertake to be jointly and severally liable for all the obligations of the SPD under the Power Purchase Agreement. \$
20. We understand and agree that our response to RFP opened only if we are shortlisted at the RFQ stage.
21. In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFQ document.
22. I/ We confirm that we are bidding for the full capacity ofMW for each package state wise and not for the part capacity.

I/ We understand, confirm and agree that we or any of our Associate thereof has not received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has not provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof;

Yours faithfully,

Date: (Signature, name and designation of Authorized Signatory)

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Place: _____ Name and seal of the Bidder/ Lead Member

§ This Paragraph 19 shall be omitted if the Bidder is not a Consortium.

£ In case the Bidder is unable to provide the certification specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule _____ hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. REMCL will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for pre-qualification hereunder.

DEFINITIONS & ABBREVIATIONS

In this “RFQ Document” the following words and expression will have the meaning as herein defined where the context so admits:

- 1.1. **“Associate”** means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.
- 1.2. **“Authorization letter”** shall mean the letter issued by REMCL to the successful Bidder authorizing him to construct foundations and erect the Solar Power Plant on full or part of the said land.
- 1.3. **“Awarded Capacity”** shall mean the Total aggregate capacity in MW proposed to be awarded by REMCL to the successful Bidder through this bidding process as per terms and conditions specified therein.
- 1.4. **“Bid Due Date”** As defined in Clause 1.1.5 of RFQ.
- 1.5. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS).
- 1.6. **“Bids”** shall mean the Techno Commercial Bid submitted by the Bidder along with all documents / credentials / attachments annexure etc., in response to this RFQ, in accordance with the terms and conditions hereof.
- 1.7. **“Bidder/Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company/ including its successors, executors and permitted assigns as the context may require”.
- 1.8. **“Bid Security”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid.
- 1.9. **“Bid Capacity”** shall means capacity offered by the bidder in his Bid under invitation.
- 1.10. **“Bid Deadline”** shall mean the last date and time for submission of Bid as specified in RFQ and RFP document.
- 1.11. **“Bidding Documents”** As defined in Clause 1.2.3 of RFQ.
- 1.12. **“Bidding Process”** As defined in Clause 1.2.1 of RFQ.

1.13. **“CEA”** shall mean Central Electricity Authority.

1.14. **Not used**

1.15. **“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.

1.16. **“Competent Authority”** shall mean Chief Executive Officer (CEO) of REMCL, himself and/or a person or group of persons nominated or authorised by CEO/REMCL for the mentioned purpose herein.

1.17. **“Commissioning” :**

Means successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in Bid document or as per requirement of Applicable Commission/Agency/Railways.

The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into STU Railway transmission system line with the Commissioning procedures defined in the Bid document;

1.18. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.19. **“Contracted capacity”** shall meanMW contracted with Nodal Railway for supply by the SPD to Nodal Railway at interconnection/ delivery point from the Solar Power Project.

1.20. **“Conflict of Interest”** As defined in Clause 2.2.1(c) of RFQ.

1.21. **“Consortium”** a group of entities (the “Consortium”), coming together to implement the Project.

1.22. **“Capacity Utilization Factor (CUF)”** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, $CUF = ((X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100) \%$;

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- 1.23. **“Commercial Operation Date (COD)”** shall mean the date as defined in Clause no. 2.25, Section-2, Instructions to Bidders (ITB) of Bid document;
- 1.24. **“Contract Year”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- (a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - (b) Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
- 1.25. **“Controlling Shareholding”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.26. **“Central Transmission Utility (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
- 1.27. **“Day” shall mean calendar day;**
- 1.28. **“DBFOT”** shall mean Design, Built, Finance, Operate and Transfer.
- 1.29. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in Clause 2.2 of Section 2 of this RFQ
- 1.30. **“Estimated Project Cost”** as defined in PPA. For the purpose of this RFQ, the estimated cost will be considered as Rs 4.50 Cr./ MW .
- 1.31. **“Effective Date”** shall mean the date of signing of Power Purchase Agreement (PPA) executed by both the parties.
- 1.32. **“EQUITY” means** the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;

- 1.33. **“Financial Closure” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
- 1.34. **“Financial Criteria”** As defined in Clause 2.2.2 (B).
- 1.35. **“Guidelines”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by the Ministry of Power vide Resolution dated 03.08.2017; along with all amendments.
- 1.36. **Not Used.**
- 1.37. **“Government”** shall mean the Government of India.
- 1.38. **“IEC”** shall mean specifications of International Electro-technical Commission.
- 1.39. **“INSTALLED CAPACITY”** shall mean the capacity in MWp.
- 1.40. **“INTER-CONNECTION POINT/ METERING POINT”**
- The Solar Power Plant should be designed for connectivity to (a) AC 3 Phase system at STU/ Railway Transmission system at appropriate voltage level at / 220 kV/ 132 kV/ 110 kV / 66 kV etc. (b) 25 kV Single phase AC system Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE); as specified in the Bid document. Metering shall be done at this interconnection point where the power is injected. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
- 1.41. **“Joint Control”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);
- 1.42. **“Joint Bidding Agreement”** As defined in Clause 2.2.5 (g).
- 1.43. **“MW”** shall mean Mega Watt.
- 1.44. **“KWh”** shall mean Kilo-Watt-hour.

- 1.45. **“Lead Member”** means a member nominated by the Consortium who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV.
- 1.46. **“Letter Of Intent” or “LOI”** shall mean the letter issued by REMCL to the selected Bidder for award of the Project advising submission of REMCL bid processing charges.
- 1.47. **Not used.**
- 1.48. **“LLC”** shall mean Limited Liability Company;
- 1.49. **“LOA”** shall mean Letter of Award.
- 1.50. **“LUPA”** (Not applicable in this case) shall mean Land Use Permission Agreement (LUPA) to be signed between successful bidder and REMCL for setting up of land based solar power plant.
- 1.51. **“** (Deleted)
- 1.52. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India.
- 1.53. **“Maximum Bid Capacity/ Bid Capacity”** shall mean the capacity for which the Bidder can submit its Bid.
- 1.54. **“Member”** means Member of a Consortium
- 1.55. **“Month”** shall mean calendar month;
- 1.56. **Not used**
- 1.57. **“NR”** means the Nodal Railway.
- 1.58. **“O&M”** shall mean Operation & Comprehensive Maintenance of Solar PV System
- 1.59. **“Power Purchase Agreement (PPA) or Agreement”** means an Agreement executed hereof between Railways and SPD, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time; This is supplemented along with the RFP document.
- 1.60. **“PPP model”** shall mean where the bidders intend to take a site owned by Railways on mutually agreed terms and conditions from Railways and enters into

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the PPA with Railways for supply of Solar power for 25 years from the date of Commissioning of project as per the guidelines issued by Ministry of Finance (MoF) vide letter no. F.No. 1/4/2005-PPP dt: 23.01.2006 with latest revisions.

- 1.61. **“Paid-Up Share Capital”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.62. **“Parent Company”** shall mean a Company, which holds not more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.63. **“POWER PROJECT” or “SOLAR POWER PROJECT” or “PROJECT” or “Solar Project”** shall mean the solar power generation facility having point of injection into the grid at Inter-connection / Delivery/ Metering Point. The Project and/or Package(s) shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, transformers, dedicated transmission line up to the Delivery / interconnection Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to Railways;
- 1.64. **“PGCIL”** means Power Grid Corporation of India Ltd.
- 1.65. **“PU or Production unit”** means Railway’s Production Units.
- 1.66. **“Project Capacity”** shall mean the maximum AC capacity at the delivery / interconnection point that can be scheduled on which the Power Purchase Agreement shall be signed;
- 1.67. **“Qualified Bidder” shall mean the Bidder(s)** who, after evaluation of their Techno Commercial Bid as per Clause 3.1 stand qualified for opening of Request for Proposal.
- 1.68. **“Qualification”** As defined in Clause 1.2.1 of RFQ.
- 1.69. **“Qualification Stage”** As defined in Clause 1.2.1 of RFQ.
- 1.70. **“Railway” means Zonal Railway / Nodal Railway / PUs / Railway Training Institutes.**
- 1.71. **“Railway Traction System”** shall mean 220 kV/ 132 kV/ 110 kV / 66 kV / 25 kV Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling

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Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE).

- 1.72. **“Re. or Rs. or PAISE” means** Indian Rupee.
- 1.73. **“RFP or Request for Proposals”** As defined in Clause 1.2.1 of RFQ.
- 1.74. **“RFQ”** shall mean Request for Qualification (RFQ)/Tender document.
- 1.75. **Not used**
- 1.76. **“REMCL”** shall mean the Railway Energy Management Company Limited.
- 1.77. **“SPD”** shall mean **Solar Power Developer**, a Corporate Entity and Company incorporated by the bidder as per Indian Laws in accordance with Companies Act, 1956 or Companies Act 2013, selected as successful bidder as an outcome of tendering process declared by REMCL.
- 1.78. **“SPV”** shall mean **Special Purpose Vehicle** as defined in Clause 2.2.5 of RFQ.
- 1.79. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act 2013 or under the provisions of any other applicable governing law.
- 1.80. **“Successful Bidder (s) /Contractor/Project Developers (s)”** shall mean the Bidder(s) selected by REMCL pursuant to this RFQ & RFP, for Implementation of Grid Connected Solar PV System as per the terms of the bid document (RfQ / RfP /PPA), and to whom a LOA has been issued by REMCL.
- 1.81. **“SNA”** shall mean State Nodal Agency.
- 1.82. **“STU”** shall mean State Transmission Utility.
- 1.83. **“Technical Criteria”** As defined in Clause 2.2.2 (A) of RFQ.
- 1.84. **“TOE”** shall mean Tender Opening Event.
- 1.85. **“Ultimate Parent Company”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Associates;
- 1.86. **Not used.**
- 1.87. **“ZR”** shall mean Zonal Railways (including workshops), Production Units (PUs)

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& Railway Training Institutes. Words “ZR” and “Railways” have been used interchangeably in RFQ, RFP & PPA.

1.88. **Total Project Cost**” means the capital cost incurred on construction and financing of the Project and shall be limited to the lowest of ;

(a) The capital cost of the Project Assets as set forth in the Financial Package;

(b) The actual capital cost of the Project Assets upon completion of the Project;’

provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement;

1.89 **“Domestic Content Requirement (DCR)”**, shall mean use of both solar photovoltaic (SPV) Cells and modules manufactured domestically as per specifications and testing requirements fixed by MNRE. For the Projects to be implemented under this RfS, both the solar cells and modules used in the Solar Power Projects must be made in India. In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules shall be performed at the works of PV manufactures in India.

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 the RFQ, RFP & PPA documents.

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Disclaimer

The information contained in this Request for Qualification document (the “RFQ”) or subsequently provided to Bidder (s), whether verbally or in documentary or any other form, by REMCL or on behalf of Railways or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by REMCL/ Railways to the prospective Bidders or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFQ (the “**Bid**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by REMCL/Railways in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ may not be appropriate for all persons, and it is not possible for REMCL/Railways, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The REMCL/Railways accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The REMCL/Railways, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any

assessment, assumption, Statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.

The REMCL/Railways also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ.

The REMCL/Railways may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that REMCL/Railways is bound to select and short-list pre-qualified Bids for Price Bid Stage or to appoint the selected Bidder, as the case may be, for the Project and REMCL/Railways reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by REMCL/Railways or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and REMCL/Railways shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Invitation for Qualification

SECTION-1: INTRODUCTION\$

1.1 Background¹

1.1.1 Indian Railways is engaged in the business of running freight and passenger train services in the country. Presently Railway is taking power as Deemed Licensee in many states. Accordingly, Railways endeavor to source solar power by establishing Land Based Solar PV Power Plant in Railway land along the Railway track under tariff based competitive bidding to utilize renewable energy as well as to meet its Solar Purchase Obligations (SPO).

Railway Energy Management Company Limited (REMCL), a joint venture of India Railways (49%) and RITES Ltd. (51%), incorporated to manage Energy Management portfolio of Indian Railways which includes procurement of economical power through open access, harnessing green energy etc. Accordingly, REMCL has been advising Railways in managing its energy needs including harnessing renewable energy.

In the above backdrop, Indian Railways is planning to set up a ground mounted **1GW land based** solar plant under tariff based competitive bidding through developer mode along the Railway track in Railway land. **However, Railway reserves the right to increase/ decrease the Bidders (s) allocated Capacity upto $\pm 10\%$ of the contracted capacity at its sole discretion herein after is referred to as Contracted Capacity.** The power generated from this solar power plant would be required to be injected into the (a) 3 ph ac system at STU at appropriate voltage level / 220 kV/ 132 kV/ 110 kV / 66 kV Railway Transmission system (b) 1 ph ac system at 25 kV Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE) as per the details enclosed at Annexure VII of this RFQ.

Railway Energy Management Company Limited (hereafter referred to as REMCL) on behalf of Indian Railways invites eligible Bidders to participate in the bidding process for **“Setting up of 1 GW Land Based Solar PV Power plant along the Railway track in Railway Land under tariff based competitive bidding”** on “DBFOT” basis for an aggregate capacity of 1GW. Nodal Railway shall enter into a Power Purchase Agreement (PPA) with the selected Bidder based on this RfQ / RfP.

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- (a) REMCL will act as Bid Process Coordinator. REMCL shall discover the tariff of solar power through open competitive bidding and shall be responsible for complete tendering process till award of work. REMCL, if authorized by Nodal Railway, may interact with SPD & Nodal Railway during the currency of PPA.
- (b) PPAs should be signed within 30 days of issue of LOA and signing of PPAs may be further extended by maximum 30 days by Nodal Railways. If SPD fails to sign the PPAs in the above time period, on intimation by Nodal Railway, REMCL may encash the Bid security submitted by the SPD. If PPAs signing is delayed beyond 60 days of LOA on account of Nodal Railway, the SPD may withdraw their offer without any liability on either side. In such a situation, bid security will be refunded by REMCL to SPD within 15 days of intimation by Nodal Railway to REMCL. However, the period of signing of PPA can be extended further by Nodal Railway with the consent of SPD.
- (c) For each package (state wise) the concerned Nodal Railway shall sign the PPAs forMW with the SPD for 25 years.
- (d) Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dtd. 03.08.2017 along with all amendments. These Guidelines have been used under the provisions of Section 63 of the Electricity Act, 2003 for long term Procurement of electricity by the ‘Procurer’, from Grid connected solar PV Projects, having size of 5 MW and above, through Competitive Bidding. (**Applicable for projects 5 MW and above**).
- (e) Solar project will be provided on Railway land along the Railway track.

Successful bidder will be authorized to construct foundation and erect solar plant as per scope of work defined in bid document on vacant Railway land parcel(s) by issue of authorization letter without any charge. Format of authorization letter is provided at Annexure XIII of RFQ.

Suitable Authorization letter / will be issued by REMCL to Selected SPD and signed by the SPD with Nodal Railway / REMCL within timeline as specified in Schedule N of PPA.

Land parcels are clubbed state wise in the form of packages and packages clubbed into total quoted project capacity.

Details of land parcels are provided at Annexure VII

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The bidder is required to submit one consolidated bid and indicate the project capacity offered and name of the package state wise for which it proposes to Bid (Annexure VI). The bidder may quote for one package or more than one package. However, the bidder has to quote for the complete quantum for a package as indicated in Annexure VII. Bids for part capacity of packages would be rejected. However, in case the bidder has submitted his bid for multiple package, his bid for other packages will remain valid even if their bid for part capacity for some package is rejected.

Each package consist of one or more land parcel(s) as per Annexure VII. Each land parcel can be commissioned independently. No partial commissioning of land parcels in a package is allowed.

The Project should be Make in India compliant. The DCR requirement for Solar Panel shall be as defined in Cl. No. 1.89 of Definitions and for other items like Inverter/Converter, cable etc the Govt. of India guidelines issued by Ministry of Commerce & DIPP vide P-45021/2/2017-PP (BE-II) dated 04.06.2020 or its latest amendments before Tender opening.

1.1.2 **CONNECTIVITY WITH THE STU/ RAILWAYS TRANSMISSION SYSTEM.**

The Solar Power Plant should be designed for connectivity to any one of the following point where the power from solar power project is injected

- (A) AC 3 Phase system at STU/ Railway Transmission system at appropriate voltage level at / 220 kV/ 132 kV/ 110 kV / 66 kV etc.
- (B) 25 kV Single phase AC system Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE);
as specified in the Bid document. Metering shall be done at this interconnection point where the power is injected. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

(a) The Solar Power Plant should be designed for above Inter-Connection Point / Metering Point”.

The responsibility of getting the grid connectivity and Long Term Access (LTA) STU on behalf of Nodal Railway shall entirely be of the selected SPD. The LTA shall be applied by the selected SPD and the cost for the same shall be reimbursed by Nodal Railway. Availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection / evacuation capacity at a grid substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the selected SPD at his own cost. In case a selected SPD is required to use InSTS to bring solar power to the Nodal Railway interconnection / delivery point, he may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the selected SPD.

The arrangement of connectivity to the STU substation can be made by the selected SPD through a dedicated transmission line which the selected SPD may construct himself or get constructed by State Transmission Company or any other agency. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to the interconnection point will be borne by the selected SPD.

The transmission connectivity to the selected SPD may be provided by the STU, as the case may be, prior to commissioning of the project on the request of the SPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.

The selected SPD shall comply with CERC / SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all approvals related to LTA and Connectivity.

The Buying Entity i.e. Nodal Railway will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Interconnection point / Metering point/ Delivery point and up to the Drawl Point.

At least 30 days prior to the proposed commissioning date of the Project, the SPD shall be required to submit a letter from State Transmission Utility (STU) as applicable, confirming technical feasibility of connectivity of the plant to the STU substation.

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(b) Power Evacuation

Construction of all the requisite infrastructure to evacuate power generated from above Solar Power Plant and injection into the

(a) 3 ph ac system at STU at appropriate voltage level / 220 kV/ 132 kV/ 110 kV / 66 kV Railway Transmission system ,

(b) 1 ph ac system at 25 kV Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE) as specified in the Bid document i.e. Inter-Connection Point / Metering Point will be responsibility of the selected SPD.

The Scheme for Power Evacuation shall be as under:

The scheme quoted by bidder will interalia incorporate but is not limited to the following:-

1. PV Panels arrangement to generate solar power of said capacity at suitable voltage.
2. Suitable inverter having input of suitable voltage and giving suitable ph AC stable output.
3. Transformers.
4.kV AC..... phase smart energy meter along with required metering infrastructure (where applicable).
5. Transmission Lines etc.
6. Associated Protection System.
7. Associated cables and electrical panels.

Protection scheme involved in Railway 25 kV Traction system.

a) Transformer protection

- i) Buchholz relay: Buchholz relay in transformer is an oil container housed the connecting pipe from main tank to conservator tank
- ii) Transformer differential relay: if any unbalance found in between primary and secondary currents the relay will actuate and inter trip both the primary and

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secondary circuit breaker of the transformer. The secondary of these both CTs are connected together in such a manner that secondary currents of both CTs will oppose each other.

iii) Restricted Earth fault of transformer

b. Feeder (interconnection of solar power with transmission line) protection.

- i). Backup protection of electrical transformer is provided by Over current and Earth Fault protection against external short circuit and excessive over loads. These over current and earth fault relays may be inverse Definite minimum Time (IDMT) or Definite Time type relays(DMT). Generally IDMT relays are connected to the in –Feed side. Backup protection is although generally installed at in feed side of the transformer, but it should trip both the primary and secondary circuit breakers of the transformer.
- ii) Over current and Earth fault protection relay side circuit breaker may be also provided in load side of the transformer too, but it should not inter trip the primary side circuit breaker like the case of the backup like the case of back protection at in –Feed side.

Protection and security of Solar Plant

The SPD will provide suitable Protection & security of solar plant.

1.1.3 In case of Railway Land if the Railways decides / wants to take back the land in which Solar Plant **is being installed**/ already installed and commissioned, railways will provide suitable alternative site (s) having nearly similar insolation / CUF and connectivity STU/Railway transmission system and bear the cost of transportation of the solar plant **and the cost of deemed Generation** as per the relevant provisions in PPA. Additionally, Railways shall also reimburse dismantling and reassembling costs, decided mutually at the time, to the developer for partly commissioned plant. The SPD will carry out such shifting within a period of 3 months from the date of providing of alternative site (s) by Railways. However,

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before taking this decision of shifting the solar power plant to a new site, a cost-benefit analysis of shifting vis a vis termination would be carried out by the Nodal Railway. The decision taken by Nodal Railway shall be final and binding on the SPD as per the termination clauses of PPA.

Bidder should quote the rates for each of the above items considering all the charges including but not limited to transmission charges and open access charges etc and other incidental charges for installation of plant to the interconnection points. In this connection, Indicative schematic line diagram is at **Appendix-X of RFQ** may be referred to.

As per extant orders/ circulars issued by Ministry of Power the interstate-transmission charges and losses are waived off for the solar plants commissioned upto 31.12.2022 for transmission of the generated electricity. Such waiver is available only to those solar projects that are awarded through competitive bidding process in accordance with the guidelines issued by Ministry of Power dt.03rd August 2017 along with Amendments.

1.1.4 Protection and security of Solar Plant

The SPD will provide suitable Protection & security of solar plant.

(i) Power Off-take

Power / energy generated from the solar plants will be purchased by Nodal Railways in accordance with the provisions of Power Purchase Agreements.

- 1.1.2 The selected Bidder, a Corporate entity who is either a company incorporated under the Companies Act, 1956 / 2013 or undertakes to incorporate as such prior to execution of the Power Purchase Agreement (the “**SPD**”) shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term Power Purchase Agreement (the “**PPA**”) to be entered into between the selected SPD and the Nodal Railways in the form provided by REMCL / Railways as part of the Bidding Documents pursuant hereto.

NOTE: Bidders may note that terminology related to some of the terms may not be relevant. Similarly, some of the elaborations in this document will also not be applicable. Minor changes in PPA like specific requirements for SPD and Railway, will be incorporated by Railways before signing of the Agreement with the Railways. Bidders may be required to form an appropriate Special Purpose

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Vehicle (SPV) to execute the PPA and implement the project, all decisions regarding acceptance and verification of documents regarding SPV shall be taken by Nodal Railway.

1.1.3 The scope of work will broadly include Design, Build, Finance, Operation, long-term maintenance and transfer of assets as per clause 6.5 for solar PV project and the supply of electricity to Railways under long-term fixed rate PPA.

1.1.4 Indicative capital cost of the Project (the “**Estimated Project Cost**”) is specified in the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The REMCL shall receive Bids in the RFP to be submitted with this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by REMCL, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2 Brief description of Bid Document & Bidding Process Charges

1.2.1 The REMCL has adopted the “**Bidding Process**” for selection of the Bidder for award of the Project. The process involves qualification (the “**Qualification**”) of interested parties / consortia who make a Bid in accordance with the provisions of this RFQ (the “**Bidder**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). Each Bidder shall pay to REMCL a sum of **Rs.29,500/- (Rupees Twenty nine thousand five hundred) (non Refundable)** as the cost of the Bid Document (including GST@18%). At the end of this stage, REMCL expects to announce pre-qualified Bidders who shall be further evaluated for their Price bid submitted corresponding to the requirements of the Request for Proposals (the “**Request for Proposals**” or “**RFP**”).

After Evaluation of price bids (RFP) and e-reverse auction, REMCL shall intimate successful bidder by way of issuing an Letter of Intent (LOI) and advising submission of **Rs 1,00,000/- per MW (Rupees One Lakh Per MW)** for the awarded capacity towards REMCL Bidding Processing charges (Excluding GST @18%). The Bid Document Fee & Bid Processing Charges shall be payable in form of Demand Draft in favour of “Railway Energy Management Company Limited” payable at Gurgaon. After receipt of REMCL Bid Processing Charges REMCL will issue the Letter of Award (LOA) to the successful bidder.

In case of any dispute with the SPD, subsequent to issue of LOA, the role of REMCL would be governed by the subsidiary agreement, if any, between Nodal

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Railway & REMCL.

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The REMCL shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- 1.2.2 Corresponding to the requirements in RFQ, Bidders would be required to furnish all the information specified in this RFQ. Only those Bidders that are pre-qualified under RFQ and short-listed by REMCL shall be evaluated by REMCL for their Price bid for the Project under RFP. The Bidders are advised to visit the project site and familiarize themselves with the Project.
- 1.2.3 The Bidders will be evaluated for their package comprising of technical and financial qualifications and Price bid (the “Bids”) in accordance with the RFQ and RFP and other documents to be provided by REMCL (collectively the “**Bidding Documents**”). The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a Bid Security of amount @ Rupees 4.0 Lakh / MW (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Financial Bid Opening Date (RFP), except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Power Purchase Agreement.

The Bidders will have an option to provide Bid Security in the form of a Demand Draft or a Bank Guarantee from a Scheduled Bank in India acceptable to REMCL (IFSC code: UTIB0000131 (Axis Bank, Gurgaon). In case a Bank Guarantee is provided, its validity period shall not be less than **240 (Two Hundred and Forty) days** from the Bid Due Date, inclusive of a claim period of **60 (sixty) days**, and may be extended as per instruction of REMCL from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date for the purposes of encashment thereof by REMCL. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. After signing of PPA, in case of SPD default and valid Performance Guarantee/ Security not being submitted by the SPD to the Nodal Railway, the Bid Security will be encashed by REMCL and transferred to the Nodal Railway.

- 1.2.4 (a) **Dispensation for MSMEs:-** All MSMEs bidders who are having Udyog Adhar certificate will be exempted for payment of Bid Document fee of Rs. 29,500/-

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(Rupees Twenty nine thousand five hundred) as defined in clause no.1.2.1 & Bid Security of amount @ Rupees 4.0 Lakh / MW as defined in clause no.1.2.4. Documentary evidence in respect of above shall require to be submitted. It is clarified here that no other benefit as mentioned above shall be extended to MSMEs.

1.2.5. The Bidder has to quote tariff in the prescribed format at ANNEXURE-I of Appendix-I of RfP and the qualifying bidder quoting the lowest tariff for project after e-reverse auction under RFP shall be the selected Bidder. Bidders shall submit offers to fulfillment of the Eligibility criteria laid down in 2.2.2 of this RFQ.

Bidders are required to quote single tariff for each package going through the site & project details. The Lowest Bidder after reverse auction shall be the selected Bidder for each package.

1.2.6 During the Bidding Process, Bidders are invited to examine the Project in greater detail, and to carry out at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project. Details of project site are at Appendix-IX. Nodal officer for Nodal Railway shall be CECE / CEDE / CEE (EEM) or his authorized representative. It is clarified that REMCL shall not make any arrangement related to travel or stay for any bidder except accompanying them to get familiarize with the site condition.

1.2.7 As part of the Bidding Documents, REMCL will provide a Power Purchase Agreement and other information available pertaining/ relevant to the Project available with it.

1.2.8 Price Bid will be invited for the Project on the basis of the tariff bid and fixed with no escalation clause for a period of 25 years.

1.2.9 Details of the process to be followed at the Bidding Process and the terms thereof will be spelt out in the Bidding Documents.

1.2.10 Any queries or request for additional information concerning this RFQ shall be submitted in writing by speed post/ courier/ special messenger and/or by e-mail so as to reach the officer designated in Bid Information Sheet by the specified date. The envelopes/ communications shall clearly bear the Following identification/ title: "Queries/ Request for Additional Information: RFQ for MW Solar Project"

\$ The format for the bank guarantee has been published as part of the RFP document

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1.3 Schedule of Bidding Process

The REMCL shall endeavor to adhere to the following schedule:

S.No.	Event Description	Estimated Date
1.	Issue of combined RfQ ,RfP, PPA Document	30.06.2020
2	Date of Receiving Queries	20.07.2020
3	Pre Bid Conference	30.07.2020
4	Response by REMCL to Queries raised, if any	14.08.2020
5	Bid Due Date (upto 14:00 hrs)	02.09.2020
6	Opening Date (at 14:30 hrs) of RfQ	02.09.2020
7	Opening Date (at 14:30 hrs) of RfP	To be intimated later
8	Reverse Auction	To be intimated later
9	Validity of Bids	180 days from Bid due date

SECTION-2: INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

- 2.1.1 The REMCL wishes to receive Bids for Qualification in order to short- list experienced and capable Bidders for the evaluation of their Price Bids.
- 2.1.2 Short-listed Bidders for their technical and financial criteria under RFQ will be evaluated for their Price bid under RFP.

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

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- (a) The Bidder for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified^{\$}. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process,
- (i) if: the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than **5** per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub- section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the

shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (v) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - vi) Such Bidder, or any Associate thereof has participated as a consultant to REMCL in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of REMCL in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

- (e) Other eligibility conditions shall include, if any

\$ The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies.

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2.2.2 To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility:

- (A) Technical Criteria:** For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the past 3 (three) financial years (i.e. current year and three previous financial years) preceding the Bid Due Date, have paid for, or received payments of at least one land based solar PV project for a minimum value of **35% of the total quoted Capacity in MW**. The list of projects commissioned along with a copy of the Commissioning certificate, Work order / Contract Agreement and proof of payment received from the Client/Owner shall be submitted in support.

And

- (B) Financial Criteria:** The tenderer must have received contractual payments in the previous three financial years and the current financial year upto the date of opening of tender, at least **150 % of the estimated cost for the total capacity quoted by the tenderer** (refer clause 1.28 of this RFQ for evaluating the estimated cost). The tenderer shall submit Certificates to this effect which may be an attested Certificate from the concerned department/ Client and / or Audited Balance Sheet Duly certified by the Chartered accountant etc.

Note 1. : For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rate (card rate) **USD / INR** of State Bank of India prevailing on the date of closing of accounts for the respective financial year as certified by the bidder’s banker. For currency other than USD, bidders shall convert such currency into USD as per exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

i. For Bidding Consortium:

In case of a Consortium, the combined technical capacity and financial capacity of those member, who have an equity share of at least 26 % (twenty six per cent) each in SPV, should satisfy the above conditions of eligibility; provided that each such Member shall , for a period of 1 (one) year from the date of commercial operation date of the project, hold equity share capital not less than (i) 26 % (twenty six percent) of the subscribed and paid up equity of the SPV; and (ii) 5 % (five percent) of the total Project cost specified in the power purchase agreement.

2.2.3 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

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- (i) Certificate(s) from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 (three) years (i.e. current year and three previous financial years) in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Financial Criteria of the Bidder, as at the close of the preceding financial year. For current year certificate from employer / client to be submitted.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Appendix- II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at Appendix-III.

2.2.5 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “**SPV**”), to execute the Power Purchase Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 6 (six), but information sought in the Bid may be restricted to 4 (four) members in the order of their equity contribution;

Note: All decisions regarding acceptance and verification of documents regarding SPV shall be taken by Railways (Nodal Railway).

- (b) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of **at least 26% (twenty six per cent)** of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for pre-qualification;
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Bid and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this RFQ, which would enter into the Power Purchase Agreement and subsequently perform all the obligations of the SPD in terms of the Power Purchase Agreement, in case the project to undertake the Project is awarded to the Consortium;
 - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) Commit the minimum equity stake to be held by each member;
 - (iv) Commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 1 (one) year from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Power Purchase Agreement;
 - (v) members of the Consortium undertake that they shall collectively hold **at least 51% (fifty one per cent)** of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and

(vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the SPD in relation to the Project until the Financial Close of the Project is achieved in accordance with the Power Purchase Agreement; and

(h) Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of REMCL.

2.2.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (DBFOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.7 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

Provided, however, that where an Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to REMCL for seeking a waiver from the disqualification hereunder and REMCL may, in its sole discretion and for reasons to be recorded in Writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner Likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.8 In computing the Technical Criteria and Financial Criteria of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.3 and 3.2, the Technical Criteria and Financial Criteria of their respective Associates would also be eligible hereunder.

For purposes of this RFQ, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.9 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at pre-qualification;
- (c) In responding to the pre-qualification submissions, Bidders Should demonstrate their capabilities in accordance with Clause 3.1;
and
- (d) In case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.10 While Qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an

acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;] [then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of REMCL from national security and public interest perspective. The decision of REMCL in this behalf shall be final and conclusive and binding on the Bidder.

[The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, REMCL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.)⁵ The Bidder shall promptly inform REMCL of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (Three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business. For current year certificate from employer / client to be submitted

2.2.12 The Bidder or any of its Associates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Associates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect as per Annexure-XIII.

⁵ The provisions of this Clause 2.2.10 may be modified from time to time in accordance with the extant instructions of the Government.

2.3 Change in composition of the Consortium

2.3.1 Change in the composition of a Consortium will not be permitted by REMCL

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post the bid due date.

2.4 Number of Bids and costs thereof

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The REMCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information (in case of Railway Land along railway tracks)

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Nodal officer/ contact person for site verification shall be CECE /CEDE/ CEE (EEM) of the concerned Nodal Railway or their authorized representative.

2.6 Acknowledgement by Bidder

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

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from REMCL/Railways;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by REMCL on behalf of Indian Railways relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The REMCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising

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out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by REMCL.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFQ, REMCL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that REMCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The REMCL reserves the right to reject any Bid if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by REMCL, the supplemental information sought by REMCL for evaluation of the Bid.

If the Bidder/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then REMCL shall annul the bidding process and invite fresh bids.

2.7.3 In case it is found during the evaluation or at any time before signing of the Power Purchase Agreement or after its execution and during the period of subsistence thereof, including the contract thereby granted by REMCL/Railways, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the SPD either by issue of the LOI / LOA or entering into of the Power Purchase Agreement, and if the Bidder/SPV has already been issued the LOI/LOA or has entered into the Power Purchase Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by REMCL / Railways to the Bidder, without REMCL/Railways being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which Railways may have under this RFQ, the Bidding Documents, the Power Purchase Agreement or under applicable law.

2.7.4 The REMCL/Railways reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ. Any such verification or lack of such verification by REMCL/Railways shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of REMCL/Railways there under.

B. DOCUMENTS

2.8 Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Contents

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Criteria for Evaluation
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Bidder Information in Annex I – Annex XIV
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Integrity Pact
- VII. Guidelines on Banning of Business Dealing
- VIII. Technical Requirements for Grid Connected Solar PV Projects
- IX. Indicative Land Map
- X. Indicative Schematic Diagram for Power Evacuation

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFQ may notify REMCL in writing by speed post/ courier/ special messenger and/or by e-mail in accordance with Clause 1.2.10. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. REMCL shall endeavor to respond to the queries within the period specified therein, prior to the Bid Due Date. The responses will be sent

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by e-mail and shall be uploaded on CPP portal of National Informatics Centre (NIC) <https://etenders.gov.in/eprocure/app> website.

2.9.2 REMCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the REMCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring REMCL to respond to any question or to provide any clarification.

2.9.3 REMCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by REMCL shall be deemed to be part of the RFQ. Verbal clarifications and information given by REMCL or its employees or representatives shall not in any way or manner be binding on REMCL.

2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Bid, REMCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ by the issuance of Addenda.

2.10.2 Any Addendum or Corrigendum thus issued will be uploaded on CPP portal of National Informatics Centre (NIC) <https://etenders.gov.in/eprocure/app> website only and no separate intimation to Bidders will be sent.

2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum or Corrigendum into account, or for any other reason, REMCL may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into

English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of Bid

2.12.1 The Bidder shall provide all the information sought under this RFQ. REMCL will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.12.2 Not used

2.12.3 Not used

2.13 Sealing and Marking of Bids

2.13.1 Documents to be submitted Online

Detail instructions to be followed by the Bidders for online submission of response to RfQ / RfP. The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and bid will be rejected. Cost of Bid document submitted shall be encashed and the EMD(s) shall be returned.

All documents of the response to RfQ / RfP submitted online must be digitally signed on <https://etenders.gov.in/eprocure/app> which should contain the following:

1. "Technical Bid"

The Bidder shall upload single technical bid containing the scanned copy of all the documents duly signed and stamped on each page by the authorized signatory as mentioned below along with all attachments.

- (a) (i) Annexure of Appendix-I of RfQ (Annex-I, Annex-II, Annex- III, Annex-IV, Annex-V, Annex- VI, Annex VII, Annex-VIII, Annexure- X, Annexure-XI, Annexure-XII, Annexure-XIII and Annexure-XIV).
- (ii) Appendix-II & III of RfQ (if applicable).
- (iii) Appendix-II of RfP
- (b) All supporting documents regarding meeting the eligibility criteria.

(c) Declaration for fulfilment of DCR clause as per Annexure –XI A & XI B.

The Bidder will have to fill the Electronic Form provided at the CPP portal of National Informatics Centre (NIC) <https://etenders.gov.in/eprocure/app> as part of Technical Bid.

2. “Financial Bid”

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- i. Financial Bid (BOQ) in excel format provided on CPP portal for quoting tariff in paisa/kWh for each project.
- ii. Only a single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the CPP portal. The instructions mentioned in the Financial Bid Electronic Form (BOQ) have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.
- iii. Covering letter as per Appendix-I of the RfP document;
- iv. Break-up of Estimated Project Cost as per Appendix-I Annexure II of the RfP document
- v. Filled in and signed Price Bid in Appendix-I Annexure I.

Only single tariff bid for the Project shall have to be filled online in the Electronic Form provided at the <https://etenders.gov.in/eprocure/app> portal. In case of discrepancies in the tariff quoted in the electronic form of <https://etenders.gov.in/eprocure/app> portal and tariff quoted in the uploaded scanned copy of the price bid, the tariff quoted in the Appendix-I Annexure I uploaded in scanned copy or electronic form shall be considered as final.

2.13.2 Documents to be submitted Offline (in Original)

The bidder has to submit the documents in original as part of Response to RfQ/RfP to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as “**Bidding Envelope containing Covering Envelope, Envelope -1 (Technical Bid) & Envelope -2 (Financial Bid)**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom must contain the following:

- i) **Covering Envelope:** Super scribed as “Covering Envelope Containing Cost of Bid Document, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (as applicable), Consortium Agreement (if applicable), Board Resolution” it must contain the following:

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- Bid in prescribed format (Appendix-I of RfQ) along with Annexure (Annexure I to XIV) and supporting documents.
- DD/Pay order towards Cost of Bid document as mentioned in Bid Information Sheet.
- Bank Guarantee towards EMD as mentioned in the Bid Information Sheet. (Appendix-II)
- Covering Letter as per Appendix-I,
- Power of Attorney as per Appendix-II & III of RfQ (as applicable),
- Board Resolution as per Annexure-XIV of Appendix-I of RfQ.
- Integrity Pact

Please refer Annexure-IX of RfQ on the list of submittals along with RfQ & RfP.

The bidding envelope shall contain the following sticker: (illustration)

Response to RfQ/RfP for Setting Up OfMW GRID- Connected Solar Power Project along the Railway track.	
Capacity of the Project applied for	_____MW
RfQ/RfP Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	CEO Railway Energy Management Company Ltd. Ground Floor, Central Wing, Plot No. 1 , Sector-29, Gurgaon-122001

Important Note:

- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above.
- (ii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

ATTN. OF/ DESIGNATION:

Chief Executive Officer

Railway Energy Management Company Limited

Ground Floor, Central Wing,

rites Bhawan, Plot No.1,

Sector-29, Gurgaon, -122001

TELEPHONE NO: 0124-2818 713, 733

2.13.4 If the envelopes are not sealed and marked as instructed above, REMCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.13.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Bid Due Date

2.14.1 Bids should be submitted before **1400** hours IST on the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. Bids are to be submitted on **<https://etenders.gov.in/eprocure/app>** portal and respective hard copy envelope to be submitted either by post or by putting in tender box at

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REMCL.

2.14.2 The REMCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum / corrigendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15 Late Bids

Bids received by REMCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Bids

2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by REMCL prior to the Bid Due Date. No Bid shall be Modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.16.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by REMCL, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Bids

2.17.1 REMCL shall open the Bids against RfQ at **1430** hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.

2.17.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 REMCL will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.

2.17.4 Bidders are advised that pre-qualification of Bidders will be entirely at

the discretion of REMCL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5 Any information contained in the Bid shall not in any way be construed as binding on REMCL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.17.6 REMCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.17.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, REMCL may, in its sole discretion, exclude the relevant credential from computation of the eligibility of the Bidder.

2.17.8 In the event that a Bidder claims credit for technical & financial eligibility, and such claim is determined by REMCL as incorrect or erroneous REMCL Shall reject such claim. Where any information is found to be patently false or amounting to a material misrepresentation, REMCL reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.17.9 On completion of Techno-commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of REMCL. Thereafter REMCL will take appropriate action as deemed fit.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising REMCL in relation to or matters arising out of, or concerning the Bidding Process. REMCL will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. REMCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or REMCL or as may be required by

law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Bids, REMCL shall determine whether each Bid is responsive to the requirements of the RFQ. A Bid shall be considered responsive if:

- (a) It is received as per format at Appendix-I;
- (b) It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) It is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13; and submitted as per instruction of bid document on **[https://etenders.gov.in /e procure / app](https://etenders.gov.in/e procure /app)** portal.
- (d) It is accompanied by the Power of Attorney as specified in Clause 2.2.4, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.5 (c).
- (e) It contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) It contains information in formats same as those specified in this RFQ;
- (g) Not used
- (h) It contains an attested copy of the receipt of REMCL towards the cost of the RFQ process as specified in Clause 1.2.1; or original DD.
- (i) It is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.5 (g);
- (j) It does not contain any condition or qualification; and
- (k) It is not non-responsive in terms hereof.

REMCL at its discretion may ask for additional documents, if felt necessary.

2.19.2 REMCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be

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entertained by REMCL in respect of such Bid. Provided, however, that REMCL may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

2.20 Clarifications

2.20.1 To facilitate evaluation of Bids, REMCL may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by REMCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, REMCL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of REMCL.

E. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

After the evaluation of Bids, REMCL would announce a list of short-listed pre-qualified Bidders (Bidders) who will be eligible for opening of their Price Bid. At the same time, REMCL would notify the other Bidders that they have not been short-listed. The REMCL will not entertain any query or clarification from Bidders who fail to qualify.

2.22 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

The Bidders are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Bid. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by REMCL.

2.23 Proprietary data

All documents and other information supplied by REMCL or submitted by an Bidder to the REMCL shall remain or become the property

of REMCL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The REMCL will not return any Bid or any information provided along therewith.

2.24 Correspondence with the Bidder

Save and except as provided in this RFQ, REMCL / Railways shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.25 Commercial Operation Date (COD)

The Commercial Operation Date (COD) shall be considered as per scheme, statutory approval / requirement of the state if required for interconnection of solar plant shall be responsibility of SPD.

The Commissioning of Project: This will be on a date, when the Project meets the criteria defined for project commissioning. **Nodal Railway** may authorize any individual or committee or organization to declare the project commissioned on site. Any infirm power produced and flowing into the **STU/ Railway Transmission system** before COD shall not be at the cost of **Nodal Railway** under this scheme and SPD cannot sell this power to any other organization or individual.

2.26 Financial Closure or Project Financing Arrangements

The Project Developer shall report Project Financing Arrangements for the Projects within 9 months from the Effective Date i.e. **Signing of PPA**.

The project developer would provide evidence that the requisite technical criteria as per Appendix- VIII have been fulfilled and orders placed / agreements entered into, for supply of plants and equipments for the project.

2.27 Capacity Utilization Factor

The CUF of the solar PV project through this bidding document shall not be less than 17%.

SECTION-3: CRITERIA FOR EVALUATION

3.1 Evaluation parameters^s

3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 shall qualify for evaluation under this Section 3. Bids of firms /consortia who do not meet these criteria shall be rejected.

3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

(a) Technical Criteria; and

(b) Financial Criteria

3.2 Technical Criteria for purposes of evaluation

3.2.1 Subject to the provision of clause 2.2, the bidder must establish technical eligibility as specified in clause 2.2.2 (A).

3.3 Details of Experience

3.3.1 The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years (i.e. current year and three previous financial years) immediately preceding the Bid Due Date.

3.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4 Financial information for purposes of evaluation

3.4.1 Total contract amount received or paid in Rupees during the last 3 financial years (i.e. current year and three previous financial years) preceding the bid due date as per duly certified audited annual financial statements and reports should be a minimum of [150%] of the Estimated Project Cost for the total capacity quoted by the tenderer.

3.4.2 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial

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years (i.e. current year and three previous financial years), preceding the year in which the Bid is made.

3.4.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years (i.e. current year and three previous financial years) preceding the year for which the Audited Annual Report is not being provided.

3.4.4 The Bidder must establish the minimum Financial Criteria specified in Clause.2.2.2 (B).

^s Railways may, in case of repetitive projects that attract a larger number of Bidders, or where the total project cost is less than Rs. 500 crore, increase the number of short-listed Bidders to [7 (seven)]. In case of power projects to be awarded on the basis of statutory guidelines for tariff-based bidding and having no obligations or liabilities for buy-out of project assets or any similar obligations, Railways may suitably increase the number of short-listed Bidders

SECTION- 4: FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, REMCL may reject an Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of REMCL under Clause 4.1 hereinabove, if a Bidder is found by REMCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFQ issued by REMCL during a period of 2 (two) years from the date such Bidder is found by REMCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of REMCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI / LOA or has dealt with matters concerning the Power Purchase Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of REMCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI/LOA or after the execution of the Power

Purchase Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI/LOA or the Power Purchase Agreement, who at any time has been or is a legal, financial or technical adviser of REMCL in relation to any matter concerning the Project;

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the REMCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.4. **Integrity pact:** - Integrity Pact

- (i) The Bidder/Contractor is required to enter into an Integrity Pact with the REMCL (**“Employer”** for tendering stage) in the Format at Appendix VI (Annexure –VIII) in this RfQ. The Integrity pact will be signed by REMCL for and on behalf of **Nodal Railway (“Employer”** for execution of project) as its Agent / Power of Attorney Holder at the time of Tendering Process with the successful bidder. Also the Bidder/Contractor is required to enter into an Integrity Pact with the Nodal Railway (**“Employer”** for execution of project) in the Format at Appendix-I (Annexure VIII) included in the Power Purchase Agreement. The Integrity Pact will be entered into by the successful bidder with the Nodal Railway at the time of execution of the PPA.

While submitting the Bid, the Integrity Pact provided in this RFQ and in the PPA shall be signed by the duly authorized signatory of the Bidder / Lead Member of JV. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to

be rejected.

- (ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Provided always that provision of this para 4.4 – Integrity Pact, shall be applicable only when so provided in para 4.4 A below which will also stipulate the name and address of the Independent External Monitor as well as the Name, designation and address of the official nominated by the Employer to act as the Liaison Officer between the Independent External Monitor and the Engineer-in-Charge as well as the Contractor/Bidder.

4.4 A Whether para 4.4 (Integrity Pact) shall be applicable __YES
If Yes, Name and Address of the Independent External Monitor:
Shri

Name, Designation and Address of REMCL/Nodal Railway's Liaison Officer:

.....

SECTION-5: (Pre - Bid Conference)

- 5.1 A Pre-Bid Conference of the interested parties shall be convened at the designated date, time and place. Bidders who have downloaded the RFQ document from the <https://etenders.gov.in/eprocure/app> websites should submit a Demand Draft for the amount specified in Clause 1.2.1 towards the the cost of the RFQ process (RFQ.RFP & PPA), through their representative attending the conference. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of REMCL. The REMCL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION-6: MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State of Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

The bidding process will be a single stage process. The bidders will submit one bid package comprising of the technical and commercial qualification with supporting documents corresponding to the requirements of a Request For Qualification and a price bid corresponding to the requirements of Request For Proposal, in two separate envelopes with supporting documents packed in a bigger envelope on the Bid due date. The REMCL will first evaluate the technical and financial qualification submitted by the bidders. Only those bidders who meet the technical and financial eligibility under this stage (corresponding to RFQ stage) will have their price bids opened by the REMCL on <https://etenders.gov.in/eprocure/app> website.

- 6.2 REMCL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to Railways by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases REMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising

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from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

- 6.4 The Bidder will be responsible for Design, Engineering, Procurement, Finance, Erection (including civil and structural works), Installation, Testing, Commissioning and Generation from the solar PV system(s) including Operation and Maintenance (O&M) of the system(s) in Railway land along railway tracks for a period of 25 years after commissioning of project.

For the implementation of above mentioned work, Bidder should submit their bid proposal along with all supporting documents complete in all respect on or before date specified Schedule of Bidding Process in the office of “REMCL” in prescribed format.

Bidders shall submit bid proposal along with non-refundable cost of bid document, complete in all respect as per this document. Techno-Commercial bids will be opened in presence of authorized representatives of bidders who wish to be present. Bid proposals received without the prescribed fees will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, Technical Specifications, various conditions of contract, formats, etc. can be downloaded from .REMCL, NIC, & RITES websites, any amendment(s) / corrigendum / clarifications with respect to this Bid shall be uploaded on REMCL, **<https://etenders.gov.in/eprocure/app>**, & RITES website only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.

- 6.5 The SPD shall ensure transfer of all project elements to Nodal Railway after 25 years i.e. on expiry of PPA at no cost and free from any encumbrances and liability. The Railway in the twenty sixth year (26th) may examine the need of up-gradation of the system or renovation and modernization of the existing system depending on technological options available at that time and SPD with mutual consent may carry out the same (on chargeable basis). Any maintenance thereafter would be ensured by Railways/ Nodal Railway.

Alternatively Nodal Railway may advise SPD after 25 years i.e. on expiry of

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PPA to dismantle the solar plant at his own cost and handover the land in clear position to Railways/REMCL. Energy bills which are to be paid to the SPD for last 06 months of the PPA period (25 years) and outstanding amount if any shall be kept by Nodal Railway as security for dismantling of the Solar Plant. The amount shall be paid after satisfactory completion of dismantling of Solar Plant by the SPD.

In case Nodal Railway has to dismantle the plant then that cost will be deducted from the above security amount.

6.6 Connectivity with the STU/Railway Transmission system as specified in bid document:-Refer RFQ clause 1.1.1 (f) above.

Appendix I ANNEX-I

Particulars of the Bidder

To,

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/respondent communication for the Bidder in order of preference.

Respondent-1	Respondent-2
(a) Name:	(a) Name:
(b) Designation:	(b) Designation:
(c) Company:	(c) Company:
(d) Address:	(d) Address:
(e) Telephone Number:	(e) Telephone Number:
(f) E-Mail Address:	(f) E-Mail Address:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) Information regarding the role of each Member should be provided as per table below:

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Appendix I

Annex-I

Sl. No.	Name of Member	Role ^{\$}	Percentage of equity in the Consortium ^{\$\$}
1.			
2.			
3.			
4.			

^{\$} The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.5 (d).

^{\$\$} The percentage of equity should be in accordance with Clause 2.2.5 (a), (c) and (g).

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (DBFOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in

past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

ANNEX-II

Technical Capacity of the Bidder[@]

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

Bidder type [#]	Member Code [¥]	Technical Capacity as per Clause 2.2.2 in kW / MW
Single entity Bidder		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
Aggregated Technical Capacity in kW / MW		

[@] Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.8. The list of projects commissioned along with a copy of the Commissioning certificate, Bills and Invoices demonstrating payment received for such commissioning works and Work order / Contract / Agreement / from the Client/Owner shall be submitted in support.

[¥]Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

Refer Annex-IV of this Appendix-I. Add more rows if necessary.

^{\$} Refer Clause 3.2.1.

^{\$\$} For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [65 (sixty five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the



International Monetary Fund for the relevant date.

ANNEX-III

Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(B), 2.2.3 (ii) and 3.4 of the RFQ)

(In Rs. crore[§])

Bidder type ^{§§}	Member Code [£]	Total contract amount received or paid in Rupees			
		Current Year 0 (3)	Year 1 (4)	Year 2 (5)	Year 3 (6)
(1)	(2)				
Single entity Bidder					
Consortium Member 1					
Consortium Member 2					
Consortium Member 3					
Consortium Member 4					
TOTAL					

Name & address of Bidder's Bankers:

[§]For conversion of other currencies into rupees, see notes below Annex-II of Appendix-I.

^{§§}A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

[£]For Member Code, see instruction 4 at Annex-II of this Appendix-I.

^{££}The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.8.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years (i.e. current year and three previous financial years) preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.5 (g) of the RFQ document.
5. The Bidder shall provide an Auditor's Certificate specifying the Financial Capacity of the Bidder with Clause 2.2.5 of the RFQ document.

ANNEX-IV

Details of Eligible Projects

(Refer to Clauses 2.2.2 (A), 3.2 and 3.3 of the RFQ)

Project Code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project
Title & nature of the project		
Capacity of the project in MW	3	
Year-wise (a) payments received/ made for construction, (b) payments made for development of Solar projects and/ or (c) revenues appropriated	5	
Entity for which the project was constructed/ developed	7	
Location	3	
Project cost	6	
Date of commencement of project/ contract	3	
Date of completion/ Commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	9	

Instructions:

- Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.1 and 3.4.1 of the RFQ, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.

Appendix I

Annex-IV

2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. The total payments received/ made and/ or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 3 (three) financial years (i.e. current year and three previous financial years). Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.11).
6. Provide the estimated capital cost of the Eligible Project.
7. Experience for activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
8. Certificate from the Bidder's statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

[§] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

Appendix I
Annex-IV

9. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Bidder should also provide a certificate in the format below:

Certificate from the Statutory Auditor/ Company Secretary regarding Associate^s

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of _____ (*name of the Bidder/ Consortium Member/ Associate*) is held, directly or indirectly[£], by _____ (*name of Associate/ Bidder/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFQ.

A brief description of the said equity held, directly or indirectly, is given below:

[Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.]

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory).

Date:

10. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluating the eligibility.



^{\$}In the event that the Bidder/Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

RFQ For Setting up of upto.. .. MW Land Based Solar plant in Railway Land.	No: REMCL/CO/Solar/.....MW/ .. (Nodal Railway) /2020/....dt.....	Page 75 of 134
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ANNEX-V
Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

.....
.....
.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFQ. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory) For and on behalf of.....

Annex VI

Summary of the Offered Project capacity Package wise

(The bidder to fill the information in below table based on the packages and their respective capacities for which it is bidding. Bidders to refer the detail site information and capacity break up as given in Annex VII)

Name of Package (State wise)	Offered Capacity for the packages as per the Specified Quantum in Annexure-VII
Total Capacity in MW	

Annex VII

Package (state wise) details of Land Parcel (Tentative)**

1.0 Package (State wise) summary of the surveyed sites (Total – 1555.23MW)

The packages below have been developed for states where Indian Railways is a deemed licensee and also for sites where individual capacity of solar plant can be installed

Package (state wise) details of Land Parcel

Range	State	Zone	Name of TSS/Site	Total Area (Acres)	Capacity (MW)	Connectivity / Evacuation system
Package 1 – Assam						
<10MW	Assam	NFR	Dibrugarh	51.87	13.0	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
5-10 MW	Assam	NFR	Kamakhya	21.00	5.3	
>5MW	Assam	NFR		11.120	2.8	
	Assam	NFR	Bongaigaon	9.8831	2.5	
	Assam	NFR		0.926	0.2	
Sub Total				94.799	23.700	
Package 2 – Haryana						
5-10MW	Haryana	NR	Ghaso	24.8	6.2	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
>5MW	Haryana	NR	Diwana	16.4	4.1	
	Haryana	NR	Uklana	5.56	1.4	
	Haryana	NR	Ghadi harsaru	4.15	1.0	
	Haryana	NCR	Nodal	2.97	0.7	
Sub Total				53.88	13.40	
Package 3 – Rajasthan						
<10MW	Rajasthan	NWR	Ratangarh	77.99	19.4975	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
	Rajasthan	NWR	Maonoda	581.69	145.4225	
5-10 MW	Rajasthan	NWR	Baytu	30.54	7.635	
>5MW	Rajasthan	NCR	Deeg	8.90	2.2	

	Rajasthan	NCR	Ghosarana	11.12	2.8		
	Rajasthan	NCR	Bayna	5.19	1.3		
	Rajasthan	NWR	Ding	9.390	2.3475		
	Rajasthan	NWR	Lalgarh	15.81	3.9525		
	Rajasthan	NWR	Kalyankot	11.1	2.775		
	Rajasthan	NWR	Jatusana	18.29	4.5725		
	Rajasthan	NWR	Benisar	10.87	2.7175		
	Rajasthan	NWR	Phurela	5.19	1.2975		
	Rajasthan	NWR	Narikhetri	8.65	2.1625		
	Rajasthan	NWR	Bhagat ki k	8.6	2.15		
	Rajasthan	NWR	Badwasi	16.83	4.2075		
	Rajasthan	NWR	Metra road	7.12	1.78		
	Rajasthan	WCR	Kota/RMA	5.39	1.3475		
	Rajasthan	WCR	Kota/GQL	4.19	1.0475		
	Rajasthan	WCR	Kota/HAN	1.11	0.2775		
	Rajasthan	WCR	Kota/BTE T	12.36	3.09		
	Rajasthan	WCR	Kota/BUND	27.36	6.84		
	Rajasthan	WCR	Kota/MLG	3.71	0.9275		
	Rajasthan	WCR	Kota/DXD	5.30	1.325		
Sub Total				886.70	221.67		
Package 4 – Jharkhand							
<10 MW	Jharkhand	ECR	Rajabera. TP - C-21/3-5	122	30.5		STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
	Jharkhand	ECR	Gomia. TP - 48/10	72	18.0		
	Jharkhand	ECR	Barkakana. TP -101/18	58.64	14.7		
	Jharkhand	ECR	Tolara.TP-313/67.5	63	15.8		
>5MW	Jharkhand	ECR	Nimiaghat.TP -	14.83	3.7		
	Jharkhand	ECR	Koderma. (HWH	8.058	2.0		
	Jharkhand	ECR	Ray TP-148/11	0.98	0.2		
	Jharkhand	ECR	Richughuta. TP-202/87.30	1.18	0.3		
	Jharkhand	ECR	Pradhankhunt aTP-269/9.	0.642	0.2		
	Jharkhand	ECR	JPL TSS at KM364/24-26	2.97	0.7		
Sub Total				344.30	86.10		
Package 5 - Madhya Pradesh							

<10 MW	MP	ECR	Singrauli	819.19	204.8	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
5-10MW	MP	SECR	LIG Km.No. 1268/8	34.0000	8.5	
	MP	WCR	JBP/Kaima TSS	27.18	6.795	
	MP	SECR	NRZB	20.04	5.0	
>5MW	MP	SECR	SASR Km.No. 1329/2	12.0000	3.0	
	MP	SECR	APR	11.76	2.9	
	MP	NCR	Niwari	3.46	0.9	
	MP	NCR	Harpalpur	3.46	0.9	
	MP	NCR	Gawalior	2.22	0.6	
	MP	NCR	Datiya	3.71	0.9	
	MP	SECR	NIR	1.86	0.5	
	MP	WR	Nagda	3.33	0.8325	
	MP	WR	Naikhedi	2.03	0.5075	
	MP	WR	Mohamad Kheda	2.96	0.74	
	MP	WR	Sehore	1.85	0.4625	
	MP	WCR	JBP/Rewa TSS	7.41	1.8525	
	MP	WCR	Bhopal/KKN TSS	5.0	1.25	
	MP	WCR	Bhopal/SUW TSS	4.5	1.125	
	MP	WCR	Bhopal/GLG TSS	1.5	0.375	
	MP	CR	Details to be given later	45.15	11.2875	
	MP		Details to be given later	1017	254.25	
Sub Total				2,029.61	507.40	
Package 6 - Uttar Pradesh						
≥10MW	Uttar Pardesh	NR	Tapri	121.2	30.3	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
		NR	Shahzad Nagar	74.4	18.6	
		NR	Roza	110.8	27.7	
		NER	PP Station (Proposed)-32.18 KM	42.476	10.6	
		NER	BCD Station-27 V	186	46.5	
		ECR	Obra TP- 138/5-6	229	57.3	

		ECR	Nagar- utari KM-39.00 to 43.550 towards RMF	44.25	11.1
5≤10 MW	Uttar Pardesh	NER	KWH Station-20RM	24.71	6.2
≥5MW	Uttar Pardesh	NR	Sahibabad	8	2.0
		NR	sinduwara	9.6	2.4
		NR	Utratia	7.6	1.9
		NR	Sulatanpur	2.3	0.6
		NER	ANDN Station	0.68	0.1700
		NER	GKP Station	2.84	0.710
		NER	KB Station-6.02 KM	0.389	0.4
		NER	Non Electrified Section	11.713	2.9
		NER	BRK Station	3.056	0.8
		NER	AMAUSITSS- 10.54 KM	0.742	0.2
		NER	BUW Station- 6.16KM	2.761	0.7
		NCR	Sirathu	3.95	1.0
		NCR	Rashulabad	2.97	0.7
		NCR	Bhartna	3.46	0.9
		NCR	Badan	3.95	1.0
		NCR	Shikohabad	3.95	1.0
		NCR	Mitawali	3.46	0.9
		NCR	Meharawal	3.95	1.0
		NCR	Ghatampur	13.35	3.3
		NCR	Dingwai	12.60	3.2
		NCR	Raghaul	11.86	3.0
		NCR	khoh	13.35	3.3
		NCR	Hetampur	5.56	1.4
		NCR	Basal	1.48	0.4
		NCR	Udaipura	11.86	3.0
		NCR	Lalpur	2.97	0.7
		NCR	Mustra	7.91	2.0
		NCR	Moth	7.91	2.0
		NCR	Sarshoki	3.71	0.9
		NCR	Achhnera	11.86	3.0
		NCR	Pathaull	10.38	2.6
		NCR	Bhandai	3.34	0.8

		NCR	Chhata	2.97	0.7	
	Sub total			1029.32	257.71	
Package 7 - Gujarat						
>10 MW	Gujarat	WR	Ghanshy am Gadh	218.1	54.525	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
	Gujarat	WR	Katosan Road	52.87	13.2175	
	Gujarat	WR	Maliya Miana	409.85	102.4625	
	Gujarat	WR	Bachau	303.71	75.9275	
>5MW	Gujarat	WR	Limkheda	6.17	1.5425	
	Gujarat	WR	Jakhwada	15.48	3.87	
	Gujarat	WR	Sabarmati	19.57	4.8925	
	Gujarat	WR	Gandhinagar	7.26	1.815	
	Gujarat	WR	Venpura	2.65	0.6625	
	Gujarat	WR	Surendranagar	12.34	3.085	
	Gujarat	WR	Wankaner	8.64	2.16	
	Gujarat	WR	Rajkot	8.15	2.0375	
	Gujarat	WR	Hapa	7.9	1.975	
	Gujarat	WR	Khambhaliya	9.88	2.47	
Gujarat	WR	Gorinja	3.7	0.925		
Total				1086.27	271.57	
Package 8 - Bihar						
<10MW	Bihar	ECR	Hamaut	47.64	11.9	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
5-10MW	Bihar	NFR	Dalkhola	38.400	9.6	
	Bihar	ECR	Paharpur(DDU end)	22.313	5.6	
	Bihar	ECR	NLD TSS	26.07	6.5	
	Bihar	ECR	TIA TSS	20.17	5.0	
	Bihar	ECR	Khagaria KM125/71 to 128/11	39.53	9.9	
>5MW	Bihar	NFR	Katihar	18.000	4.5	
	Bihar	ECR	Nawada	8.64	2.2	
	Bihar	ECR	RFJ TSS at KM507/1-2	1.73	0.4	
	Bihar	ECR	Hajipur KM-262/2 to 262/12	4.00	1.0	
	Bihar	ECR	JDR KM 5814-5	0.56	0.1	
	Bihar	ECR	MaharastraL KM 188f9-10	0.78	0.2	

	Bihar	ECR	HIR KM 2265-266	6.80	1.7	
	Bihar	ECR	PDW KM 8/1-3	3.80	1.0	
	Bihar	ECR	DMaharastra KM 80-81	4.69	1.2	
Total				243.12	60.78	
Package 9 - Punjab						
5-10 MW	Punjab	NR	Butari	36.8	9.2	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
>5MW	Punjab	NR	Bhatinda	14.4	3.6	
	Punjab	NR	Hadiyaya	9.95	2.5	
	Punjab	NR	Sambha	4	1.0	
Sub Total				65.15	16.2875	
Package 10 - Karnataka						
>5MW	Karnataka	SWR	Kanganuru TSS	15	3.8	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
	Karnataka	SWR	YeliurTSS	14.82	3.7	
	Karnataka	SWR	Kulem TSS	3	0.8	
	Karnataka	CR	Details to be given later	9.77	2.4	
Sub-Total				42.59	10.6475	
Package 11 – Maharashtra						
>5MW	Maharastra	SECR	KWN	1.23	0.3	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
	Maharastra	SECR	KNHN Km. No.1111/3-5	4.64	1.2	
	Maharastra	SECR	BRD	1.97	0.5	
	Maharastra	SECR	NAB	5.88	1.5	
	Maharastra	SECR	MME	0.988	0.2	
	Maharastra	SECR	HDM	2.96	0.7	
	Maharashtra	CR	Details to be given later	256.00	64.0	
	Sub-Total			273.67	68.4	
Package 12 – Delhi						

>5MW	Delhi	NR	Tughlakabad	5.7	1.4	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
	Sub-Total			5.7	1.4	
Package 13 – Odisha						
	Odisha	SER	Bamra	0.74	0.185	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
	Odisha	SER	Bamra	6.13	1.5325	
	Sub-Total			6.87	1.7175	
Package 14 - West Bengal						
	WB	SER	Hijli	25.94	6.485	STU/Railway Transmission Line (220kV/132kV/110kV/66kV) /25 kV
	WB	SER	Hijli	12.94	3.235	
	WB	SER	Hijli	3.95	0.9875	
	WB	SER	Hijli	12.97	3.2425	
	WB	SER	Jhargram	0.35	0.0875	
	WB	SER	Jhargram	0.52	0.13	
	WB	SER	Jhargram	0.78	0.195	
	WB	SER	Jhargram	0.17	0.0425	
	Sub-Total			57.62	14.405	
Grand Total				6,219.60	1,555.23	

Further details about packages and connectivity will be intimated subsequently before tender opening.

* The Target capacity in MW indicated against each location is tentative & may undergo a change. Detailed site locations will be intimated in due course after site survey / feasibility.

Annex VIII

Summary Sheet of the Bid

Offered Compliance to Tec. Criteria Submitted/Not submitted	Financial Criteria Turnover/Liquidated/ Financial arrangements.	Bid Document Fee in Rs/ DD No. and bank name	Bid Security Amount in Rs/ (BG/DD No./ Bank name) along with validity date in dd/mm/yy (on individual basis/ consolidated basis)

Annex IX

List Of submittals along with RFQ and RFP

S.No.	List of Documents/Submittals	To be submitted along with RFQ / RFP
1	Bid Document Fee	RFQ (offline)
2	Bid Security	RFQ (offline)
3	Particulars of the Bidder (Annex I of Appendix I of RFQ)	RFQ (online & offline)
4	Technical Criteria of the Bidder (Annexure-X and XII of Appendix I of RFQ)	RFQ (online & offline)
5	Financial Criteria of the Bidder (Annex XI of Appendix I of RFQ)	RFQ (online & offline)
6	Statement of Legal Capacity (Annex V of Appendix I of RFQ)	RFQ (online & offline)
7	Summary Sheet of the Bid (Annex VIII of Appendix I of RFQ)	RFQ (online & offline)
8	Power of Attorney for signing of Bid (Appendix II of RFQ)	RFQ (online & offline)
9	Power of Attorney for Lead Member of Consortium (Appendix III of RFQ)	RFQ (online & offline)
10	Joint Bidding Agreement (Appendix IV of RFQ)	RFQ (online & offline)
11	Guidelines of the Department of Disinvestment (Appendix V of RFQ)	RFQ (online & offline)
12	Bank Guarantee for Bid Security (in the format given at Appendix II of RFP)	RFQ (online & offline)
13	CHECK LIST FOR BANK GUARANTEES (provided at Annex I of Appendix II of RFP)	RFQ (online & offline)
14	General particulars of the Bidder (Annex III of Appendix I of RFP)	RFQ (online)
15	Letter Comprising the Bid (APPENDIX I of RFP)	RFP(online)
16	Format for Information by Bidders (Annex I and Annex II of Appendix I of RFP)	RFP(online)
17	Conditions of contract (PPA- Annex IV of Appendix I of RFP))	RFP(online)
18	Integrity Pact (Appendix- VI of RFQ)	RFQ(offline)

Note: Any other documents in addition to the list of submittals shall be submitted by the bidder along with the RFQ.

Annexure- X

Declaration by the Solar power Developer for the proposed technology tie-up

1	Name of Bidding Company / Lead Member of Bidding Consortium		
2	Project proposed	Solar PV	
3	Capacity proposed (in MW)		
4	Location of the Project		
5	Technology proposed to be adopted for the project		Conventional / Advance
(a)	For Solar PV Projects	Crystalline Silicon Solar Cell Modules	
		Thin Film Modules	
		Concentrated PV Modules	
		Any Other Technology (Please specify)	
6	Give brief about the proposed Technology		
7	Proposed CUF		

Signature (s)

Annexure- XI A

Certificate from the Module Manufacturer to the employer regarding meeting of DCR norms as per MNRE

(On the letter-head of the SPD)

To,

(Name and Address of **employer**)

Sub: Certificate for our modules meeting Domestic Content Requirements under NIT no./ Bidding Document no./ Contract no._____

Sir,

We, M/s_____ (name of the manufacturer), having registered address at_____, hereby certify and declare the following:

1. Under the contract/purchase agreement executed between M/s _____ (Name of the EMPLOYER) and M/s

_____ (Name of the Manufacturer) vide Contract No./ID: _____, the modules supplied to your Company under the Shipment ID(s) _____, bearing serial nos. of all the modules supplied along with respective invoices and receipt certificates enclosed herewith (insert shipment IDs of the batches dispatched for modules to the SPD and enclose the list containing serial nos. and invoices/receipt certificates of the respective modules) have been manufactured indigenously, in our factories registered in India, and cells manufactured by M/S ----- of Regd address

_____ in India have been used in our modules. Our modules comply with the Domestic Content Requirements as laid down by Ministry of New and Renewable Energy.

2. The manufacturing process has been carried out in India from the stage of finished cells till modules at our facility and neither we nor our cell supplier have used semi-finished/blue cells in this process.

3. The above information is complete and accurate in all material respects, and there is no material information omitted from this Certificate that makes the information contained herein misleading or inaccurate.

4. We shall maintain, and present upon request, to the Inspection committee of REMCL/MNRE, further documentation necessary to support this certificate. Further, we shall not bar the inspection committee of REMCL/MNRE from visiting our factories/installations in relation to the agreement between our Company and REMCL/MNRE or their representative.

Signed this _____ day of _____

For _____ (Name of the module manufacturer)

Signature & name of the authorized representative of the module manufacturer

**Attestation by the
SPD**

(Note: in case the same manufacturer has supplied both cells and modules to the employer, the details of both cells and modules will be enclosed herewith, with suitable changes in the format)

ANNEXURE- XI B

Certificate from the Cell Manufacturer to the Module manufacturer regarding meeting of DCR norms as per MNRE

(On the letter-head of the SPD)

To,

(Name and Address of module manufacturer)

Sub: Certificate for our cells meeting Domestic Content Requirements under NIT no./ Bidding Document no./ Contract no._____

Sir,

We, M/s_____ (name of the manufacturer), having registered address at _____,

hereby certify and declare the following:

1. Under the contract/purchase agreement executed between M/s _____ (Name of the module manufacturer) and M/s _____ (Name of the cell manufacturer) vide Contract No./ID: _____, the cells supplied to your Company under the Shipment ID(s) _____ bearing serial nos. of all the cells supplied along with respective invoices and receipt certificates enclosed herewith (insert shipment IDs of the batches despatched for cells to the module manufacturer and enclose the list containing serial nos. and invoices/receipt certificates of the respective cells) have been manufactured indigenously, in our factories registered in India. Our cells comply with the Domestic Content Requirements as laid down by Ministry of New and Renewable Energy.

2.The manufacturing process has been carried out in India and we have not used semi-finished/blue cells in this process.

3.The above information is complete and accurate in all material respects, and there is no material information omitted from this Certificate that makes the information contained herein misleading or inaccurate.

4.We shall maintain, and present upon request, to the Inspection committee of REMCL/MNRE, further documentation necessary to support this certificate. Further, we shall not bar the inspection committee of REMCL/MNRE from visiting our factories/installations in relation to the agreement between our Company and REMCL/MNRE or their representative.

Signed this _____ day of _____

For _____ (Name of the module manufacturer)

Signature & name of the authorized representative of the module manufacture.

Attestation by the SPD

Annexure-XII

[on the letter head of Bidder]

FORMAT FOR TECHNICAL CRITERIA

To,
Chief Executive Officer
Railway Energy Management Company Ltd.
Ground Floor, Central Wing,
Plot No. 1,
Sector-29, Gurgaon-122001

Date:-

Sub: Response to Bid document for setting up of --- MW land based Solar PV Power plant along the Railway Track at (Nodal Railway).

Dear Sir,

We hereby undertake to certify in line with clause 2.26 under the title “Financial Closure or Project Financing Arrangement” that the following details shall be furnished within ---- months from effective date of signing of PPA: -

- 1.0 Evidence of fulfillment of requisite technical criteria as per Appendix -VIII of bid document.
- 2.0 Evidence such as notarized copies of unpriced purchase orders / agreements entered into, for supply of plants and equipment for the project(s).

A certified English translation from an approved translator in case above land documents are in other than English or Hindi Languages.

We further confirm that the technology proposed to be used by us for Solar Power Project is commercially established and operational technology.

We understand and confirm that failure or delay on our part in achieving the Financial Closure as per bid documents shall constitute sufficient grounds for actions by Railways as per the stipulations of bid documents including but not limited to encashment of our Performance Bank Guarantee without giving any notice or intimation.

(Signature & Name o

RFQ For Setting up of upto... MW Land Based Solar plant in Railway Land.	No: REMCL/CO/Solar/.....MW/ .. (Nodal Railway) /2020/.....dt.....	Page 93 of 134
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Annexure-XIII

UNDERTAKING FROM THE BIDDER

**IN ACCORDANCE WITH CLAUSE NO. 2.2.12 OF RfQ
(To be submitted by Bidder along with the Technical Bid)**

Ref. :

Date :

To
**Chief Executive Officer
Railway Energy Management Company Ltd.
Ground Floor, Central Wing,
Plot No. 1,
Sector-29, Gurgaon-122001**

Dear Sir,

We hereby undertake to certify in line with clause 2.2.12 of RfQ that we or any of our Associates are not a willful defaulter to any lender, and that there is no major litigation pending or threatened against us or our Associates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

***(Signature & Name of the person Authorized By the Board)
Name of the Bidder***

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Annexure-XIV

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfQ / RfP vide RfQ No. _____for Setting up of ..MW Land Based Solar PV Power plant at (Nodal Railway),including signing and submission of all documents and providing information/ response to bid document to Railway Energy Management Company Limited (REMCL), representing us in all matters before REMCL, and generally dealing with REMCL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

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

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

And

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

[To be passed by the Lead Member of the Bidding Consortium]

3. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

APPENDIX-II

Power of Attorney for signing of Bid\$

(Refer Clause 2.2.4)

Know all men by these presents,
We..... (name of the firm and
address of the registered office) do hereby irrevocably constitute,
nominate, appoint and authorise Mr/ Ms (name),
son/daughter/wife of and presently
residing at

....., who is presently employed with us/ the Lead
Member of our

Consortium and holding the position of, as
our true and lawful attorney (hereinafter referred to as the "Attorney")
to do in our name and on our behalf, all such acts, deeds and things
as are necessary or required in connection with or incidental to
submission of our Bid for pre-qualification and submission of our
bid for the Project proposed or being developed
by the (the "Railways") including but not
limited to signing and submission of all bids and other documents and
writings, participate in Pre-Bid meetings and other conferences and
providing information/ responses to REMCL/Railways, representing us in
all matters before REMCL/Railways, signing and execution of all
contracts including the Power Purchase Agreement and undertakings
consequent to acceptance of our bid, and generally dealing with
Railways in all matters in connection with or relating to or arising out of
our bid for the said Project and/ or upon award thereof to us and/or till
the entering into of the Power Purchase Agreement with Nodal
Railways.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts,
deeds and things done or caused to be done by our said Attorney pursuant to and
in exercise of the powers conferred by this Power of Attorney and that all acts,
deeds and things done by our said Attorney in exercise of the powers hereby conferred
shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For

.....
Witnesses:

1.

2. _____

\$ To be submitted in original.

(Signature, name, designation and address)

(Notarised)

Accepted

.....

... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- f The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- f Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- f For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-III

Power of Attorney for Lead Member of Consortium\$

(Refer Clause
2.2.4)

Whereas the Railway Energy Management Company Limited (“REMCL”) on behalf of Indian Railways has invited Bids from interested parties for the Solar Project (the “Project”).

Whereas,
..... and
..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE
PRESENTS

We, Having our registered office at M/s.....Having our registered office at M/s..... Having our registered office at and..... having our registered office at (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or

required or incidental to the pre- qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with Railways, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Power Purchase Agreement is entered into with Railways.

\$ To be submitted in original.

Appendix III Page 2

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE
NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
..... DAY OF
..... 2.....

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

Witnesses:

1.

2.

.....

... (Executants)

(To be executed by all the Members of the Consortium)

Notes:

- f The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- f Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- f For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-IV

Joint Bidding Agreement (Refer Clause 2.2.5(g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of..... 20...

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013[¥] and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

4. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns) \$

The above mentioned parties of the FIRST, SECOND, THIRD and FOURTH PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) NODAL RAILWAY, established under, represented by its

¥ A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organized and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

\$ The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

[] (hereinafter referred to as the “**Railways**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Qualification No. dated..... (the “**RFQ**”) for pre-qualification and short-listing of bidders for development, operation and maintenance of the Project (the “**Project**”) through public private partnership.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall

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incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Power Purchase Agreement with the Railways and for performing all its obligations as the SPD in terms of the Power Purchase Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}}
- {{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Power Purchase Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Power Purchase Agreement.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties the SPV shall be as follows: First Party:

Second
Party:

{Third Party:}

{Fourth Party:}

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFQ.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Power Purchase Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that: (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) Violate any Applicable Law presently in effect and having applicability to it;
- (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- (iv) violate any clearance, permit, contract, grant, license or other governmental authorization,

approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Power Purchase Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by REMCL to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of REMCL/Railways.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND
DELIVERED For and on behalf of
LEAD MEMBER by:

SECOND PART

(Signature)	(Signature)
(Name)	(Name)
(Designation)	
(Designation) (Address)	(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND
DELIVERED For and on behalf of For and on behalf of
THIRD PART
FOURTH PART

(Signature)	(Signature)
(Name)	(Name)
(Designation)	
n) (Address)	(Designatio (Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction here the Power of Attorney has been executed.

APPENDIX- V 6

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II Government of India Department of Disinvestment

Block 14, CGO Complex
New Delhi. Dated 13th July, 2001

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the

same person/ persons.

- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

6 These guidelines may be modified or substituted by the Government from time to time.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

[()]

Under Secretary to the Government of India

APPENDIX-VI

ANNEXURE VIII
(Applicable in this tender)

INTEGRITY PACT

Between

REMCL, acting for and on behalf of and as an agent /power of Attorney Holder of (Nodal Railway) hereinafter called the “Employer” for Tendering stage AND M/s_____ hereinafter referred to as "The Bidder / Contractor" shall sign the integrity pact with Successful Developer at the time of issuing of LOA. The relevant provisions pertaining with tendering process in this pact shall be applicable. This pact begins when both parties have legally signed it. It expires for the SPD when his Bid Security Deposit is released after issuing of LOA and for all other Tenderers six months after the LOA has been awarded.

Preamble

The Employer intends to award, under laid down organizational procedures, contract/s for “Setting up of upto.....MW Solar PV Power plant at in Railway Land under Tariff Based Competitive Bidding” The Employer values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or contractor/s.

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Employer

- (1) The Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles:-
1. No employee of the Employer, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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2. The Employer will, during the tender process, treat all Bidders with equity and reason. The Employer will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Employer will exclude from the process all known prejudiced persons.
- (2) If the Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder will not directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder will not commit any offence under the relevant IPC/PC Act; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 5. Foreign bidders shall disclose the name and address of agents and representatives in India.
 6. Indian Bidders shall disclose their foreign principals or associates.
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as **Annexure "A"** below.

Section 4- Compensation for Damage

- (1) If the Employer has disqualified in terms of the provisions in Section 3, the Bidder/Contractor from the tender process prior to the award of contract, the Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Employer has terminated the contract during execution in terms of the provisions under Section 3, the Employer shall be entitled to demand and recover from the Contractor the damages equivalent to Earnest Money Deposit, Security Deposits already recovered and Performance Guarantee, which shall be absolutely at the disposal of the Employer.

Section -5 Previous transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

Section -6 Equal treatment of all Bidders/Contractors/Sub-Contractors

- (1) The Bidder undertakes to demand from all partners/sub-contractors (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Employer before signing the contract.
- (2) The Bidder confirms that any violation by any of his partners/sub-contractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Contractor himself, leading to possible Termination of Contract in terms of Section 4.
- (3) The Employer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidders/Contractors/Sub-Contractors

If the Employer obtains knowledge of conduct of a Bidder, Contractor or Partners / Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor, which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to its Chief Vigilance Officer.

Section - 8 Independent External Monitor / Monitors

- (1) The Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the (Designated officer of REMCL/Nodal Railway).
- (3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners / Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.

- (4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Employer or the Bidder/ Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- (6) As far as possible, the Monitor will submit a written report to the (Designated officer of REMCL).within 10 days from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the (Designated officer of REMCL/Nodal Railway). of a substantiated suspicion of an offence under relevant IPC/PC Act, and the (Designated officer of REMCL/Nodal Railway). has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) Issues like warranty / guarantee etc. shall be outside the purview of IEMs.
- (9) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor when his Security Deposit is released on completion of the Maintenance Period and for all other Tenderers six months after the Contract has been awarded.

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If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by (Designated officer of REMCL/Nodal Railway). .

Section 10 Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being in charge and who holds the Power of Attorney signed by legally authorized signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.
- (6) In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

.....(Designated officer of REMCL/Nodal Railway)..

Agent / Power of Attorney Holder

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(For & on behalf of the Employer)

(Office Seal)

(For the Bidder/Contractor)

(Office Seal)

Place:

Date:

Witness 1:

(Name & Address) -----

Witness 2

(Name & Address) -----

APPENDIX-VII

ANNEXURE-A

Guidelines on Banning of Business Dealings

1. Introduction

- 1.1 REMCL, and 'Railway', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. has also to safeguard its commercial interests. It is not in the interest of to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.3 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder / Contractor / Supplier' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) The Director shall be the 'Competent Authority' for the purpose of these guidelines. GGM, REMCL shall be the 'Appellate Authority' in respect of such cases.

b) GGM, REMCL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iii) 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

4. Initiation of Banning / Suspension:

Action for banning / suspension business dealings with any Agency should be initiated by the department/ unit having business dealings with them after noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department/Unit, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department/Unit may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or , during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.6 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.7 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (REMCL) or its official in acceptance / performances of the job under the contract;
- 6.8 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.9 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (REMCL) or even otherwise;
- 6.10 Established litigant nature of the Agency to derive undue benefit;
- 6.11 Continued poor performance of the Agency in several contracts;

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency shall apply throughout the Company.
- 7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

8. Show-cause Notice

- 8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.
- 8.2 If the Agency requests for inspection of any relevant document in possession of , necessary facility for inspection of documents may be provided.
- 8.3 After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:
 - a) For exonerating the Agency if the charges are not established;
 - b) For banning the business dealing with the Agency.
- 8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it decided to ban business dealings, the period for which the ban would be operative may be mentioned.

9. Appeal against the Decision of the Competent Authority

- 9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

10. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /circumstances or subsequent development necessitating such review.

11. Circulation of the names of Agencies with whom Business Dealings have been banned.

- 11.1 Depending upon the gravity of misconduct established, the Competent Authority

of may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

- 11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/ Appellate Authority may be supplied.

12. **Restoration**

- 12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as "withdrawn".
- 12.2 In case any agency applies for restoration of business prior to the expiry of the ban order, depending upon merits of each case, the Competent Authority which had passed the original banning orders may consider revocation of order of suspension of business/lifting the ban on business dealings at an appropriate time. Copies of the restoration orders shall be sent to all those offices where copies of Ban Orders had been sent.

APPENDIX- VIII

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The project selected under this tender shall strictly adhere to the Central electricity Authority (Technical Standards for Connectivity to the Grid) Regulation, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (amendment) Regulations, 2019, and subsequent amendments and clarifications.

All components of the PV plant shall be in accordance with technical specification given in relevant IS/IEC standards. The design and commissioning also shall be as per latest IS/IEC standards. The following are some of the technical measures required to ensure quality of the major components used I grid connected solar power projects.

Domestic Content Requirement (DCR): The RFQ mandates the use of both solar photovoltaic (SPV) Cells and modules manufactured domestically as per specifications and testing requirements fixed by MNRE. For the Projects to be implemented under this RfS, both the solar cells and modules used in the Solar Power Projects must be made in India. In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules shall be performed at the works of PV manufactures in India.

1. SPV Modules

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

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

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

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068 -2/IEC 62093
EM Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical safety	IEC 62103/ IEC 62109-1&2
Anti-Islanding Protection	IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards

3. Other Sub-systems/ Components:

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

4. Authorized Test Centers

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

5. Warranty

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% (ninety per cent) at the end of 10 (ten) years and 80% (eighty per cent) at the end of 25 (twenty-five) years.

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

- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25°C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No and Model No of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

7. Performance Monitoring

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

8. Safe Disposal of Solar PV Modules:

The developers will ensure that all Solar PV modules and ESS components from their plant after their 'end of life' (when they become defective/ non-operational / non-repairable) are disposed of if directed by Railways in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

9. CAPACITY OF SOLAR PV PROJECTS

i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*	Maximum AC Capacity Limit at Delivery point
1	..MW			

**Rated capacity shall mean as mentioned in clause 2 above. In case the rated capacity is mentioned in kVA, the certificate from OEM declaring the power factor of the Inverter/PCU at 500 C has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.*

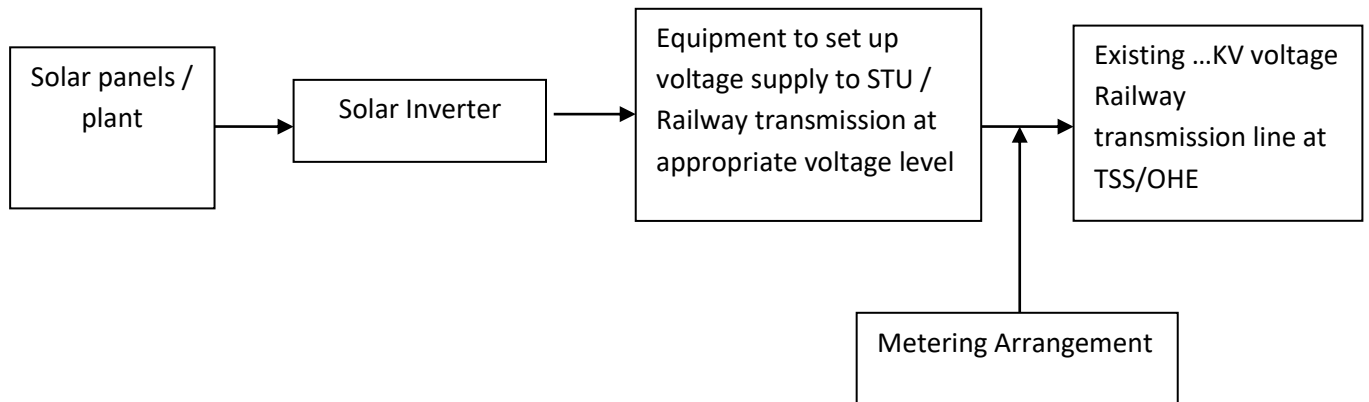
- i) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 16 "Right to Contracted Capacity & Energy" of the PPA is allowed.

- ii) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

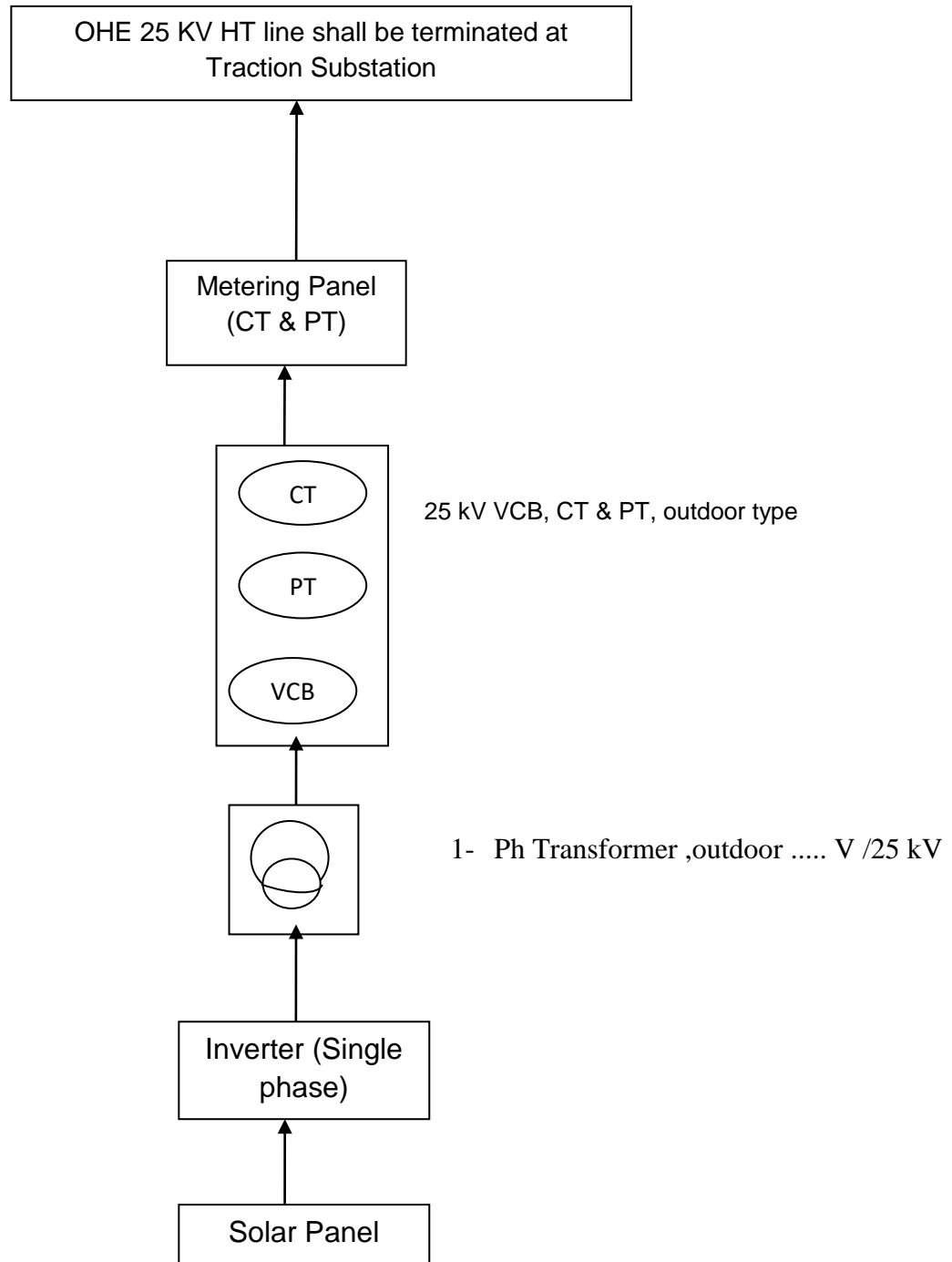
APPENDIX- IX

Project Site Details

Scheme 'A' for feeding solar power to STU/ Railway transmission system



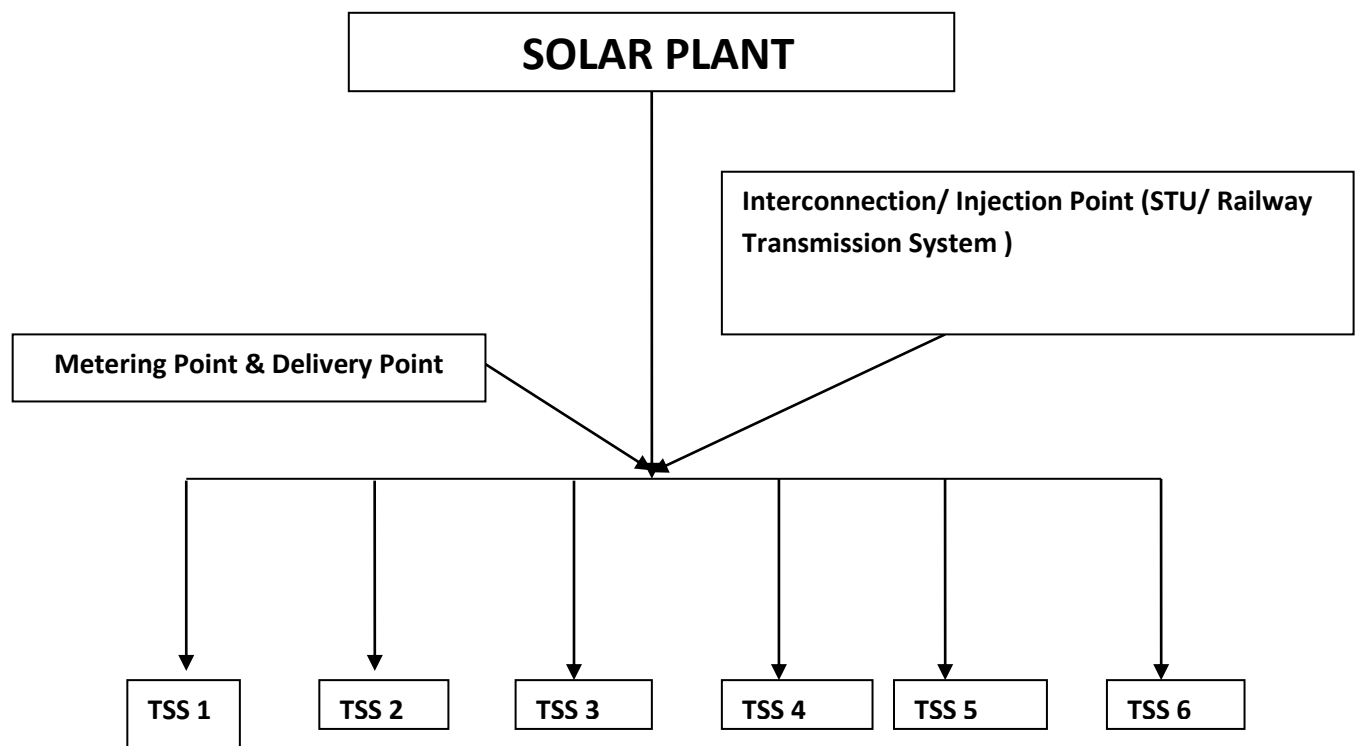
Scheme 'B' for feeding solar power at 25 KV AC single phase system



APPENDIX- X

Indicative Schematic Diagram for Power Evacuation

(Final schematic will be given along with the respective tender document)





Request for Proposal (RFP)- Price Bid

For Setting up of 1GW Land Based Solar PV Power plant in Railway land along the Railway Track under Tariff Based Competitive Bidding

(No: REMCL/CO/Solar/1GW/ 2020/ (along track) / 2020)

By

Railway Energy Management Company Limited

(A Joint Venture (JV) company of Ministry of Railways and RITES Ltd)

For & on behalf of

**Ministry of Railways
Government of India**

RFP For Setting up of 1GW Land Based Solar PV Power plant along track	No: REMCL/CO/Solar/1GW/2020 Dt	Page 1 of 91
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Invitation for Bids

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A.

Request for Proposals (RFP) Price Bid

B. LETTER OF INVITATION- NOT USED

C. Disclaimer

1. Though adequate care has been taken while preparing the RFP 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. A stakeholder consultation with the project developers will be organized to discuss and deliberate the RFP document at REMCL Office.
2. REMCL/Indian Railways (Railways) reserves the right to modify, amend or supplement this RFP document including all formats and Annexure.
3. While this RFP has been prepared in good faith, neither REMCL /Railways nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The information contained in this Request for Proposals document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Railways or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided
5. This RFP is not an agreement and is neither an offer nor invitation by the REMCL /Railways to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the REMCL /Railways in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Railways, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [Feasibility Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources
6. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some

of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Railways accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

7. The REMCL /Railways, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
8. The REMCL/Railways also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
9. The REMCL/Railways may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
10. The issue of this RFP does not imply that the Railways is bound to select a Bidder or to appoint the Selected Bidder or SPD, as the case may be, for the Project and the Railways reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
11. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Railways or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the REMCL/Railways shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process

D. DEFINITIONS

- 1.1. **“Associate”** means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.
- 1.2. **“Authorization letter”** shall mean the letter issued by REMCL to the successful Bidder authorizing him to construct foundations and erect the Solar Power Plant on full or part of the said land.
- 1.3. **“Awarded Capacity”** shall mean the Total aggregate capacity in MW proposed to be awarded by REMCL to the successful Bidder through this bidding process as per terms and conditions specified therein
- 1.4. **“Bid Due Date”** As defined in Clause 1.6 of Section -1 – Introduction of RFP.
- 1.5. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS).
- 1.6. **“Bids”** shall mean the Techno- Commercial Bid submitted by the Bidder along with all documents / credentials / attachments annexure etc., in response to this RFQ, in accordance with the terms and conditions hereof.
- 1.7. **“Bidder/ Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company/ including its successors, executors and permitted assigns as the context may require”.
- 1.8. **“Bid Security”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid.
- 1.9. **“Bid Capacity”** shall means capacity offered by the bidder in his Bid under invitation.
- 1.10. **“Bid Deadline”** shall mean the last date and time for submission of Bid as specified in RFQ and RFP document.
- 1.11. **“Bidding Documents”** As defined in Clause 1.4.2.
- 1.12. **“Bidding Process”** As defined in Clause 1.2.
- 1.13. **“CEA”** shall mean Central Electricity Authority.
- 1.14. **Not used**

1.15. “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.

1.16. “Competent Authority” shall mean Chief Executive Officer (CEO) of REMCL, himself and/or a person or group of persons nominated by CEO/REMCL for the mentioned purpose herein.

1.17. “Commissioning”: means successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in Bid document or as per requirement of Applicable Commission/ Agency/ Railways.

The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown STU / Railway Transmission system, in line with the Commissioning procedures defined in the Bid document;

1.18. “Company” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.19. “Contracted capacity” shall meanMW contracted with Nodal Railway for supply by the SPD to Nodal Railway at interconnection/ delivery point from the Solar Power Project.

1.20. “Conflict of Interest” a group of entities (the “Consortium”), coming together to implement the Project.

1.21. “Consortium” As defined in Section-2 of RFP.

1.22. “Capacity Utilization Factor (CUF)” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, $CUF = ((X \text{ MWh} / (Y \text{ MW} \times 8766)) \times 100)\%$;

1.23. “COMMERCIAL OPERATION DATE (COD)” shall mean the date as defined in Clause no. 2.21, Section-2, Instructions to Bidders (ITB) of Bid document;

1.24. “CONTRACT YEAR” shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period

of 12 months beginning on 1st April and ending on 31st March provided that:

- (a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- (b) Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

1.25. “CONTROLLING SHAREHOLDING” shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;

1.26. “CENTRAL TRANSMISSION UTILITY (CTU)” shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;

1.27. “DAY” shall mean calendar day;

1.25 “DBFOT” shall mean Design, Built, Finance, Operate and Transfer

1.28. “Eligibility Criteria” shall mean the Eligibility Criteria as set forth in Section 2 of RFQ

1.29. “Estimated Project Cost” as defined in PPA. For the purpose of this RFQ, the ceiling cost will be considered as Rs ,,,,Cr / MWp (excluding land cost).

1.30. “EFFECTIVE DATE” shall mean the date of signing of Power Purchase Agreement (PPA) executed by both the parties.

1.31. “EQUITY” means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;

1.32. “FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS” means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;

1.33. **“Financial Criteria”** As defined in Clause 2.2.2 (B) of RfQ.

1.34. **“GUIDELINES”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Solar PV Power Projects” issued by the Ministry of Power vide Resolution dated 03.08.2017 along with all amendments;

1.35. **Not Used**

1.36. **“Government”** shall mean Government of India.

1.36. **“IEC”** shall mean specifications of International Electro-technical Commission.

1.37 **“INTER-CONNECTION POINT/ METERING POINT”**

The Solar Power Plant should be designed for inter-connection Point/ Delivery Point/ Metering Point” Shall mean the point where the power from the solar power project is injected into the (a) 3 ph ac system at STU at appropriate voltage level / 220 kV/ 132 kV/ 110 kV / 66 kV Railway Transmission system (b) 1 ph ac system at 25 kV Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE) as specified in the Bid document. Metering shall be done at this interconnection point where the power is injected. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

1.38. **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);

1.39. **“Jt. Bidding Agreement”** As defined in Clause 2.2.5 (g) of RfQ.

1.40. **“MW”** shall mean Mega-Watt-.

1.41. **“kWh”** shall mean Kilo-Watt-hour.

1.42. **“Lead Member”** means a member nominated by the Consortium who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV.

1.43. **“LETTER OF INTENT” or “LOI”** shall mean the letter issued by **Railway Energy**

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Management Company Ltd (REMCL) to the selected Bidder for award of the Project advising submission of REMCL bid processing charges.

1.44. **Not Used**

1.45. **“LLC”** shall mean Limited Liability Company;

1.46. **“LOA”** shall mean Letter of Award.

1.47. **“LUPA ”** (Not applicable in this case) shall mean Land Use Permission Agreement (LUPA) to be signed between the successful bidder and REMCL for setting up of land based solar power plant.

1.48. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India

1.49. **“Maximum Bid Capacity”** shall mean the maximum capacity for which the Bidder can submit its Bid.

1.50. **“Member”** means Member of a Consortium

1.51. **“MONTH”** shall mean calendar month;

1.52. **Not used**

1.53. **Not Used**

1.54. **“NR”** means the Nodal Railway.

1.55. **“O&M”** shall mean Operation & Comprehensive Maintenance of Solar PV System

1.56. **“Power Purchase Agreement (PPA) or Agreement”** means an Agreement executed hereof between Railways and SPD, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time; This is supplemented along with the RFP document.

1.57. **“PPP model”** shall mean where the bidders intend to take a site owned by Railways on mutually agreed terms and conditions from Railways and enters into the PPA with Railways for supply of Solar power for 25 years from the date of Commissioning of project as per the guidelines issued by Ministry of Finance (MoF) as per letter no. F.No. 1/4/2005-PPP dt: 23.01.2006.

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- 1.58. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.59. **“PARENT COMPANY”** shall mean a Company, which holds not more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.60. **“POWER PROJECT” or “SOLAR POWER PROJECT” or “PROJECT” or “Solar Project”** shall mean the solar power generation facility having point of injection into the grid at Inter-connection/ Delivery/ Metering Point. The Project and/or Package(s) shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, transformers, dedicated transmission line up to the Delivery / interconnection Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to Railways;
- 1.61. **“Project Capacity”** shall mean the maximum AC capacity at the delivery / interconnection point that can be scheduled on which the Power Purchase Agreement shall be signed;
- 1.62. **“PU” means Railway’s Production Units (PUs).**
- 1.63. **“Project Commissioning”:** Same as “Commissioning” (Refer clause 1.15 of this RFP).
- 1.64. **“Qualified Bidder”** shall mean the Bidder (s) who, after evaluation of their Techno Commercial Bid as per Clause 3.1 of RfQ stand qualified for opening of Request for Proposal.
- 1.65. **“Qualification”** As defined in Clause 1.2.1 of RfQ.
- 1.66. **“Qualification Stage”** As defined in Clause 1.2.1 of RfQ.
- 1.67. **“Railway”** means Zonal Railway / Nodal Railway (NR) / PUs / Railway Training Institutes.
- 1.68. **“Railway Traction System”** shall mean 220 kV/ 132 kV/ 110 kV / 66 kV / 25 kV/ Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling

Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE).

- 1.69. **“Re. or Rs. or INR”** means Indian Rupee.
- 1.70. **“RFP or Request for Proposals”** As defined in Clause 1.2.1 of RfQ.
- 1.71. **“RFQ”** shall mean Request for Qualification (RFQ)/Tender document.
- 1.72. **“Reverse Auction”** as described in clause no.1.2.4 of this document.
- 1.73. **“REMCL”** shall mean Railway Energy Management Company Limited.
- 1.74. **“STU”** shall mean State Transmission Utility.
- 1.75. **“SPD”** shall mean **Solar Power Developer**, a Corporate Entity and Company incorporated by the bidder as per Indian Laws in accordance with Companies Act, 1956 or Companies Act 2013, selected as successful bidder as an outcome of tendering process declared by REMCL.
- 1.76. **“SPV”** shall mean **Special Purpose Vehicle** as defined in Clause 2.2.5 of RfQ.
- 1.77. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act 2013 or under the provisions of any other applicable governing law.
- 1.78. **“Successful Bidder(s)/Contractor/Project Developers(s)”** shall mean the Bidder(s) selected by REMCL pursuant to this RFQ & RFP, for Implementation of Solar PV System as per the terms of the bid document (RfQ/RfP/PPA), and to whom a LOA has been issued by REMCL.
- 1.79. **“SNA”** shall mean State Nodal Agency.
- 1.80. **“Technical Criteria”** As defined in Clause 2.2.2 (A) of RfQ.
- 1.81. **“TOE”** shall mean Tender Opening Event.
- 1.82. **“ULTIMATE PARENT COMPANY”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;
- 1.83. **“Wp”** shall mean Watt Peak.
- 1.84. **“ZR”** shall mean Zonal Railways (including workshops), Production Units (PUs) &

Railway Training Institutes. Words “ZR” and “Railways” have been used interchangeably in RFQ, RFP & PPA.

1.85. **Total Project Cost**” means the capital cost incurred on construction and financing of the Project and shall be limited to the lowest of ;

(a) The capital cost of the Project Assets as set forth in the Financial Package;

(b) The actual capital cost of the Project Assets upon completion of the Project.

Provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement;

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.

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.

SECTION-1: INTRODUCTION\$

1.1 Background¹

Indian Railways is engaged in the business of running freight and passenger train services in the country. Presently Railway is taking power as Deemed Licensee in many states. Accordingly, Railways endeavor to source solar power by establishing land based solar pv plants in Railway land along the Railway track under tariff based competitive bidding to utilize renewable energy as well as to meet its Solar Purchase Obligations (SPO).

Railway Energy Management Company Limited (REMCL), a joint venture of India Railways (49%) and RITES Ltd. (51%), incorporated to manage Energy Management portfolio of Indian Railways which includes procurement of economical power through open access, harnessing green energy etc. Accordingly, REMCL has been advising Railways in managing its energy needs including harnessing renewable energy.

In the above backdrop, Indian Railways is planning to set up a land based Solar plant along the Railway track in Railway land under tariff based competitive bidding through developer mode . Cumulative capacity of tender is 1 GW which is distributed in various state wise packages offered for award. **However, Railway reserves the right to increase/ decrease the Bidders (s) allocated Capacity upto $\pm 10\%$ of the contracted capacity at its sole discretion) herein after is referred to as Contracted Capacity.** The power generated from this solar power plant would be required to be injected (a) 3 ph ac system at STU at appropriate voltage level / 220 kV/ 132 kV/ 110 kV / 66 kV Railway Transmission system (b) 1 ph ac system at 25 kV Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE) as per the details enclosed at Annexure VII of RFQ.

Railway Energy Management Company Limited (hereafter referred to as REMCL) on behalf of Indian Railways invites eligible Bidders to participate in the bidding process for **“Setting up of 1GW Land Based Solar PV Power plant along the Railway track in Railway Land under tariff based competitive bidding under Tariff Based Competitive Bidding”** on “DBFOT” basis for an aggregate capacity of upto MW Nodal Railway shall enter into a Power Purchase Agreement (PPA) with the selected Bidder based on this RfQ / RfP.

- (a) REMCL will act as Bid Process Coordinator. REMCL shall discover the tariff of solar power through open competitive bidding and shall be responsible for complete tendering process till award of work.
- (b) PPA should be signed within 30 days of issue of LOA and signing of PPA may be further extended by maximum 30 days by Nodal Railway. If SPD fails to sign the PPA in the above time period, on intimation by Nodal Railway, REMCL may encash the Bid security submitted by the SPD. If PPA signing is delayed beyond 60 days of LOA on account of Nodal Railway, the SPD may withdraw their offer without any liability on either side. In such a situation, bid security will be refunded by REMCL to SPD within 15 days of intimation by Nodal Railway to REMCL. However, the period of signing of PPA can be extended further by Nodal Railway with the consent of SPD.
- (c) For each package (statewise) the concerned Nodal Railway shall sign the PPA with the SPD for 25 years.
- (d) Ministry of Power (MoP) has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" vide Gazette Resolution dtd. 03.08.2017 along with all amendments. These Guidelines have been used under the Provisions of Section 63 of the Electricity Act, 2003 for long term Procurement of electricity by the 'Procurer', from Grid connected solar PV Projects, having size of 5 MW and above, through Competitive Bidding. (**Applicable for projects 5 MW and above**).
- (e) Solar project will be provided on Railway land along Railway track. In case land is provided by Railways /REMCL suitable land charges shall be applicable to SPD for the entire site.
Suitable Authorisation letter / Agreement will be issued by REMCL to selected SPD and signed by the SPD.
- (f) **CONNECTIVITY WITH THE STU RAILWAYS TRANSMISSION SYSTEM.**

The Solar Power Plant should be designed for inter-connection Point/ Delivery Point/ Metering Point" Shall mean the point where the power from the solar power project is injected into the

(A) AC 3 Phase system at STU appropriate voltage level at / 220 kV/ 132 kV/ 110 kV / 66 kV Railway Transmission system etc.

(B) Single phase AC system at 25 kV Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning &

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Paralleling Post (SSP) / Over Head Equipment (OHE); as specified in the Bid document. Metering shall be done at this interconnection point where the power is injected. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

The Solar Power Plant should be designed for above Inter-Connection Point/ Metering Point”

The responsibility of getting the grid connectivity and Long Term Access (LTASTU) on behalf of Nodal Railway shall entirely be of the SPD.. The LTA shall be applied by the selected SPD and the cost for the same shall be reimbursed by Nodal Railway . Availability of transmission system being dynamic in nature, the selected SPD has to ensure actual availability of power injection/evacuation capacity at a grid substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the selected SPD at his own cost. In case a selected SPD is required to use InSTS to bring solar power Nodal Railway interconnection / delivery point, he may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the selected SPD.

The arrangement of connectivity can be made by the SPD through a dedicated transmission line which the SPD may construct himself or get constructed by State Transmission Company or any other agency. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to the interconnection point will be borne by the SPD.

The transmission connectivity to the selected SPD may be provided by the STU, as the case may be, prior to commissioning of the project on the request of the SPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.

The selected SPD shall comply with CERC / SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all approvals related to LTA and Connectivity.

The Buying Entity i.e. Nodal Railway will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Interconnection point / Metering point/Delivery point and up to the Drawl Point.

At least 30 days prior to the proposed commissioning date of the Project, the SPD shall be required to submit a letter from State Transmission Utility (STU) as applicable, confirming technical feasibility of connectivity of the plant to the STU substation.

(b) Power Evacuation

Construction of all the requisite infrastructure to evacuate Power generated from above Solar Power Plant and injection into the

(a) 3 ph ac system at STU at appropriate voltage level / 220 kV/ 132 kV/ 110 kV / 66 kV Railway Transmission system ,

(b) 1 ph ac system at 25 kV Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE) as specified in the Bid document i.e. Inter-Connection Point / Delivery Point / Metering Point will be responsibility of the SPD.

The Scheme for Power Evacuation shall be as under:

The scheme quoted by bidder will interalia incorporates but not limited to the following:-

1. PV Panels arrangement to generate solar power of said capacity at suitable voltage.
2. Suitable inverter having input of suitable voltage and giving suitable ph ac stable output.
3. Transformers.
4. kV AC phase smart energy meter along with required metering infrastructure (where applicable).
5. Transmission Lines etc.
6. Associated Protection System.

7. Associated cables and electrical panels

Protection scheme involved in Railway 25 kV Traction system.

a) Transformer protection

- i) Buchholz relay: Buchholz relay in transformer is an oil container housed the connecting pipe from main tank to conservator tank
- ii) Transformer differential relay: if any unbalance found in between primary and secondary currents the relay will actuate and inter trip both the primary and secondary circuit breaker of the transformer. The secondary of these both CTs are connected together in such a manner that secondary currents of both CTs will oppose each other.
- iii) Restricted Earth fault of transformer

b. Feeder (interconnection of solar power with transmission line) protection.

- i). Backup protection of electrical transformer is provided by Over current and Earth Fault protection against external short circuit and excessive over loads. These over current and earth fault relays may be inverse Definite minimum Time (IDMT) or Definite Time type relays(DMT). Generally IDMT relays are connected to the in – Feed side. Backup protection is although generally installed at in feed side of the transformer, but it should trip both the primary and secondary circuit breakers of the transformer.
- ii) Over current and Earth fault protection relay side circuit breaker may be also provided in load side of the transformer too, but it should not inter trip the primary side circuit breaker like the case of the backup like the case of back protection at in –Feed side.

In case of Railway Land if the Railways decides / wants to take back the land in which Solar Plant is being installed , railways will provide suitable alternative site (s) with the nearly similar insolation / CUF and connectivity with STU/ Railway Transmission system and bear the cost of transportation of the solar plant and the cost of deemed Generation as per the relevant provisions in PPA. The SPD will carry out such shifting within a period of 3 months from the date of providing of alternative site (s) by Nodal Railway. However, before taking this decision of shifting the solar power plant to a new site, a cost benefit analysis of shifting vis a vis termination would be carried out by the Nodal Railway. The decision taken by Nodal Railway shall be final and binding on the SPD.

As per extant orders/ circulars of Ministry of Power the interstate-transmission charges and losses are waived off for the solar plants commissioned upto 31.12.2022 for transmission of the generated electricity. Such waiver is available only to those solar projects that are awarded through competitive bidding process in accordance with the guidelines issued by Ministry of Power dt.03rd August 2017 along with amendments.

In case, if SPD doesn't follow the above mentioned guidelines for tariff based competitive bidding, then the interstate transmission charges and losses if any upto interconnection/ metering/ delivery point will be levied to SPD.

Protection and security of Solar Plant

The SPD will provide suitable Protection & security of solar plant.

(g) Power Off-take

Power/energy generated from the solar plants will be purchased by Nodal Railway in accordance with the provisions of Power Purchase Agreement.

- 1.1.2 .The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable. The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/ 2013 or undertakes to incorporate as such prior to execution of the PPA (the "SPD"), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term PPA (the "Power Purchase Agreement") to be entered into between the Selected Bidder and the Railways / Nodal Railway in the form provided by the REMCL as part of the Bidding Documents pursuant hereto. The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

1.2 Brief Description of Bidding Process

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1.2.1

REMCL will evaluate the bids based on the technical and financial eligibility illustrated under clause 2.2.2- A and 2.2.2- B, of the RFQ document. Only those bidders who meet the technical and financial eligibility under RFQ will have their price bids opened by the REMCL. The financial bids (RFP) of those bidders who do not qualify at RFQ stage would not be consider for further participation. The qualified bidders at RFQ stage shall participate in the reverse bidding process.

1.2.2 DETERMINATION OF RESPONSIVENESS OF FINANCIAL PROPOSALS

1.2.2.1 Prior to evaluation of the Financial Proposals of the Qualified Bidders, REMCL will examine the Financial Proposals to determine whether they are complete, generally in order, provided in the specified format and are otherwise substantially responsive to the requirements of the Bid Documents, including the requirement to quote the Tariff.

1.2.2.2 If any Financial Proposal is found to be non-responsive to the requirement of the Bid Documents, such Financial Proposal will be rejected by REMCL and not be considered for further evaluation.

1.2.3 EVALUATION OF FINANCIAL PROPOSALS

1.2.3.1 REMCL will carry out an evaluation and comparison of the Financial Proposals of the Qualified Bidders in accordance with the criteria set out in this Clause 1.2.3 to identify Eligible Bidders who will be allowed to participate in the Reverse Auction Process.

1.2.3.2 Eligible Bidders for Reverse Auction Process

Evaluations of techno-commercially qualified bids shall be done based on the "Tariff" quoted by the Bidders in the Electronic Form of Financial Bid. After this step, the shortlisted Bidders shall be invited for the Reverse Auction.

- i) Price Bid of only those Bidders shall be opened whose technical bids are found to be qualified.
- ii) The Bidder including its Parent, Affiliate or Ultimate Parent will have to submit bid (single application) quoting a single tariff per kWh, for particular Project quoted in the bid.
- iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders.

- iv) On completion of Techno-commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of REMCL. Thereafter REMCL will take appropriate action as deemed fit.
- v) If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/standing in the order.

1.2.3.3 Preparation of ranking list

- (a) Total eligible bidders for reverse auction shall be decided as mentioned below:
Assuming, T = Total number of techno-commercially qualified bidders, and if T is less than or equal to 3 then all bidders will be invited to participate. If T is greater than 3 that the bidder quoting highest price shall be eliminated and remaining bidders shall participate in reverse auction.

1.2.4 REVERSE AUCTION PROCESS

- a. After opening of the commercial bids, Reverse Auction Process (RAP) will be done for the bidders who are eligible to participate in the e- auction as per the scheduled date and time to be intimated later.
- b. After opening of the commercial bids, the lowest value quoted by the bidders will become the auction start price for auction and the participant bidders have to quote below the auction price for which they are eligible.

The Bidder would be allowed to bid lower than the opening price of auction separately in multiples of the decrement value mentioned in para 1 (ii). However, bidder can only bid lower than the Lowest Bid.

- c. The Bidder will be able to view the following irrespective of eligibility on his screen along with the necessary fields: i) Opening Price. ii) Leading Bid in the Auction, i.e., the lowest bid. iii) Bid placed by him. At no point of time will any bidder see the names of other bidders.
- d. A bidder can continue to revise his bid till the auction ends. However, the Bidder cannot quote/Bid equal to the Leading / Lowest Bid. He must always quote lower than the Leading/Lowest Bid.
- e. Deleted

- f. The evaluation criteria is based on Price alone in auction. The Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.
- g. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder.
- h. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- i. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the final price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- j. Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
- k. Only the chronologically last price bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- l. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- m. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by REMCL/Railways will form a binding contract between REMCL/Railways and the bidder for entering into a contract.
- n. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high, the REMCL/Railways reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, REMCL/Railways may not accept such bid and may go for another tender process.
- o. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation,

the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

- p. However, if Reverse Auction does not lead to any bid, REMCL/Railways shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.
- q. Not used.
- r. Not used.
- s. At least one week prior to reverse auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent to by email to all Bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-Reverse Auction.
- t. Shortlisted bidders for Reverse Auction will be able to login into the NIC website of reverse auction before the start time of reverse auction.
 - i) During the reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
 - ii) The minimum decrement value for tariff shall be 1paise per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.
 - iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
 - iv) During reverse auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
 - v) In the bidder's bidding window, the following information can be viewed by the bidder:
 - a. Its tariff as their initial start price and there after last quoted tariff for the particular project/state;

b. The list of all the bidders with their following details:

Pseudo Identity, last quoted tariff for the particular project/state

- vi) The initial auction period will be of 30 (thirty) minutes with a provision of elapse time of 5 minutes and auto extension by 10 (Ten) minutes from the scheduled/ extended closing time. Such auto extension shall be affected if by way of reduction in tariff.

If no such change as described above is effected during the last 10 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

1.2.4.1 Selection of Successful Bidders

- a) The lowest quoting Bidder after completion of e-reverse auction will be declared as the Successful Bidder for the particular project/state.
- b) Not used.

1.2.4.2. Not used

1.2.4.3. In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to be given to that Bidder who has quoted his last bid earlier than others.

1.2.4.4. In the above case (as mentioned in previous clause), if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follow:

Step – 1: Lowest rank (L1) will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these Bidders, then the following step (Step 2) will be followed.

Step – 2: Ranking will be done based on draw of lots.

1.2.4.5. Issuance of LOI/ LOAs:

At the end of selection process, LOI shall be issued by REMCL for fulfilment of compliance therein. Thereafter a Letter of Award (LOA) will be issued to all the successful Bidders for each Project. In case Consortium being selected as



successful Bidder, the LOI/ LOA shall be issued to the Lead Member of the Consortium.

In all cases, REMCL's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating Bidders.

Also, REMCL shall reserve the right to not allot project to any bidder at its discretion if prices are abruptly high.

1.3 not used

1.4 BID CAPACITY

The Bidder shall apply for statewide full MW solar capacity in packages. Bidder can not apply for part capacity for any package..

1.4.1. The Power Purchase Agreement sets forth the detailed terms and conditions for grant of the contract to the SPD, including the scope of the SPD's services and obligations; obligations of Railways and Railway's rights to amend, alter, change, supplement or clarify the scope of work. The Agreement to be executed will be in pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Railways.

1.4.2. The REMCL shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the REMCL pursuant to this RFP, as modified, altered, amended and clarified from time to time by the REMCL (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6 for submission of Bids (the "**Bid Due Date**").

1.5. Brief description of Bid Submission Process

1.5.1 The bidding process will be a single stage process. The bidders will submit one bid package comprising of the technical and commercial qualification with supporting documents corresponding to the requirements of a Request For Qualification and a price bid corresponding to the requirements of Request For Proposal, as provided in clause 1.8 of RfP. The REMCL will first evaluate the technical and financial qualification submitted by the bidders. Only those bidders who meet the technical and financial eligibility under this stage (corresponding to RFQ stage) will have their

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price bids opened by the REMCL on <https://etenders.gov.in/eprocure/app> website.

1.6 BID DUE DATE

Bids should be submitted before 1400 hours IST on the Bid Due Date, at the address provided in Clause 2.12 & 1.10 in the manner and form as detailed in this RFP/RFQ.

1.7. VALIDITY OF BID

The bid included shall remain valid for a period of 180 days from the Bid due date, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting LoI/LoA, REMCL shall forfeit the Bid Security furnished by him. *Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.*

In exceptional circumstances when LoI/LoA is not issued, the REMCL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided under to be provided as in the format mentioned in Appendix II shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

1.8. METHOD OF BID SUBMISSION

A. Documents to be submitted Offline (in Original)

The bidder has to submit the documents in original as part of Response to RfQ / RfP to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as “**Bidding Envelope containing Covering Envelope**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom must contain the following:

- i) **Covering Envelope:** Super scribed as “Covering Envelope Containing Cost of Bid Document, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney

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(if applicable), Consortium Agreement (if applicable), Board Resolution” must contain the following:

- Bid in prescribed format (Appendix-I of RfQ) along with Annexure (Annexure I to XIV) and supporting documents.
- DD/Pay order towards Cost of Bid document as mentioned in Bid Information Sheet.
- Bank Guarantee towards EMD as mentioned in the Bid Information Sheet. (Appendix-II)
- Covering Letter as per Appendix-I,
- Power of Attorney as per Appendix-II & III of RfQ (if applicable),
- Board Resolution as per Annexure-XIV of Appendix-I of RfQ.
- Integrity Pact as per of Appendix VI of RFQ

The bidding envelope shall contain the following sticker: (illustration)

Response to RfQ/RfP for Setting Up OfMW Solar Power Project	
Capacity of the Project applied for	_____MWp
RfQ/RfP Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the
Bid Submitted to	CEO Railway Energy Management Company Ltd., Ground Floor,

Important Note:

- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above.

- (ii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

B. Documents to be submitted Online

Detail instructions to be followed by the Bidders for online submission of response to RfQ/RfP. The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and *bid will be rejected* Cost of Bid document submitted shall be *encashed* and the EMD(s) shall be returned.

All documents of the response to RfQ/ RfP submitted online must be digitally signed on CPP portal of National Informatics Centre (NIC) <https://etenders.gov.in/eprocure/app> which should contain the following:

1. “Technical Bid (First Envelope)”

The Bidder shall upload single technical bid containing the scanned copy of all the documents duly signed and stamped on each page by the authorized signatory as mentioned below along with all attachments.

- (a) (i) Annexure of Appendix-I of RfQ (Annex-I, Annex-II, Annex- III, Annex-IV, Annex-V, Annex- VI, Annex VII, Annex-VIII, Annexure- X, Annexure-XI, Annexure-XII, Annexure-XIII and Annexure-XIV).
- (ii) Appendix-II & III of RfQ (if applicable)
 - (iv) Appendix-II of RfP
 - (v) Integrity Pact as per of Appendix VI of RFQ
- (b) All supporting documents regarding meeting the eligibility criteria.

The Bidder will have to fill the Electronic Form provided at the <https://etenders.gov.in/eprocure/app> portal as part of Technical Bid.

2. “Financial Bid (Second Envelope)”

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- i) Covering letter as per Appendix-I of this RfP document;

- ii) Break-up of Estimated Project Cost as per Appendix-I Annexure II of the RfP document
- iii) Filled in and signed Price Bid in Appendix-I Annexure I of RFP.

Only single tariff bid for the Project shall have to be filled online in the Electronic Form provided at the <https://etenders.gov.in/eprocure/app> portal. In case of discrepancies in the tariff quoted in the electronic form of <https://etenders.gov.in/eprocure/app> portal and tariff quoted in the uploaded scanned copy of the price bid, the lower of the tariff quoted in the Appendix-I Annexure I uploaded in scanned copy or electronic form shall be considered as final.

The Bidders, including their successors, (the “**Bidders**”, which expression shall, unless repugnant to the context, include the Members of the Consortium) will submit their (“**Bids**”) comprising of the technical and financial qualification to demonstrate eligibility under RFQ and financial offer/price bids under RFP in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than **180 (one hundred and eighty) days** from the Bid Due Date.

1.9. The Bidding Documents include the Power Purchase Agreement for the Project which is enclosed¹. The aforesaid documents and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.

1.9.1 A Bidder is required to deposit, along with its Bid, a bid security of **Rs 10 Lakhs/ MW (Ten Lacs per MW)** (the “**Bid Security**”), refundable not later than **60 (sixty) days** from the Financial Bid Opening Date (RFP), except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PPA. The Bidders will have an option to provide Bid Security in the form of a Demand Draft or a Bank Guarantee acceptable to the REMCL. In case a bank guarantee is provided, its validity period shall not be less than **240 (two hundred and forty) days** from the Bid Due Date, inclusive of a claim period of **60 (sixty) days**, and may be extended as per instruction of REMCL from time to time. Where a demand draft is provided, its validity shall not be less than **80 (eighty) days** from the Bid Due Date, for the purposes of encashment by the REMCL. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.9.2. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Agreement including implementation of the Project.

¹ The Power Purchase Agreement should be provided along with the RFP.

1.9.3 Details of the process to be followed at the Price Bid Stage and the terms thereof are spelt out in this RFP.

1.9.4 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.11.5 by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: Tender for 1 GW Solar Project along the Railway Track in Railway land”

1.10 Schedule of Bidding Process

REMCL shall endeavour to adhere to the following schedule to conduct the Bid Process:

S. No.	Event Description	Date
1.	Issue of combined RfQ ,RfP, PPA Document	
2	Date of Receiving Queries	
3	Pre Bid Conference	
4	Response by REMCL to Queries raised, if any	
5	Bid Due Date (Upto 14:00 hrs)	
6	Opening day (at 14:30 hrs) of RfQ	
7	Opening day (at 14:30 hrs) of RfP	To be intimated later
8	Reverse Auction	To be intimated later
9	Validity of Bids	180 days from Bid due date

Bid Information Sheet

Document Description	Bid document for Setting up of 1GW Solar PV Power plant along the Railway track in vacant Railway land under Tariff Based Competitive Bidding.
Bid document No.& Date	REMCL/CO/Solar/1GW/2020 along the track dt
Broad Scope	As defined in RFQ & RFP
Date of commencement of downloading of Bid document
Pre-bid Conference/Clarification Meeting
Last date & Time for a) Online Submission of Response to RfQ/RfP and b) Submission of all documents physically at REMCL office	As per the NIT on NIC Portal and details provided in RFQ/RFP
Online Bid Opening (Techno-Commercial)	As per the NIT on NIC Portal, <i>https://etenders.gov.in/eprocure/app</i>
Financial Bid Opening	Prior to start of Reverse Auction
Reverse Auction	Will be informed to eligible bidders
Date and Time for start of Reverse Auction	To be intimated by email
Cost of Bid Document (non-	Rs. 29500/- (inclusive of GST @ 18 %) to be submitted either through NEFT/RTGS transfer in the account of REMCL(Axis

refundable)	Bank A/c no.913020000871191 IFSC Code- UTIB0000131, Branch- DLF, GURGAON) (Axis bank A/C no , or in the form of DD/Pay Order, along with the response to Bid document in favour of “Railway Energy Management Company Limited ”, payable at Gurgaon.
EMD	Earnest Money @ Rs. 10 Lakh / MWp is to be submitted in the form of Bank Guarantee along with the Response to RfQ/RfP.
Name, Designation, Address and other details (For Submission of Response to RfQ/RfP)	CEO Railway Energy Management Company Ltd., Ground Floor, Central Wing, RITES Bhawan , Plot No. 1, Sector-29, Gurgaon – 122001
Details of persons to be contacted in case of any assistance required	Sh. Rupesh Kumar- General Manager /REMCL Sh. Ashok Kumar sharma- DGM/REMCL Smt. Parul Mishra- AM/REMCL Ph- 0124-2818733,493 Email: remcl@rites.com
Important Note: Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the bid document through the websites https://etenders.gov.in/eprocure/app No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated only on https://etenders.gov.in/eprocure/app website.	

1.11. PRE-BID CONFERENCE DETAILS

The date, time and venue of the Pre-Bid Conference shall be:

Date :.....

Time: 11 am

Venue: Railway Energy Management Company Limited,
RITES Bhawan, No.1 , Central wing, Ground Floor, Sector-29, Guragaon-122001

1.12. CLARIFICATIONS

- 1.12.1 The REMCL will not enter into any correspondence with the Bidders, except to furnish clarifications on RFQ and RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFQ and RFP in writing, through a letter or by fax (and also soft copy by e-mail) to reach REMCL at the address, date and time mentioned in Bid information sheet. The Project location is as provided in bid document.
- 1.12.2 The purpose of the stakeholder consultation meeting will be to clarify any issues regarding the RFQ and RFP including in particular, issues raised in writing and submitted by the Bidders.
- 1.12.3 REMCL is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

1.13 AMENDMENTS TO BID DOCUMENTS (RFQ AND RFP) BY REMCL

- 1.13.1 At any time prior to the deadline for submission of Bids, the REMCL may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFQ and RFP document by issuing clarification(s) and/or amendment(s).
- 1.13.2 The clarification(s) / amendment(s) (if any) may be notified on **<https://etenders.gov.in/eprocure/app>** website at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.
- 1.13.3 REMCL will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.
- 1.13.4 In case any amendment is notified after submission of the Bid , Bids received by Employer shall be returned to the concerned Bidders on their request through registered post or courier and it will be for the Bidders to submit fresh Bids as the date notified by the REMCL for the purpose.
- 1.13.5 All the notices related to this Bid which are required to be publicized shall be uploaded on **<https://etenders.gov.in/eprocure/app>** website.

SECTION-2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the “**RFQ**”) shall have the meaning assigned thereto in the RFQ.
- 2.1.3 The Site details of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the site details shall be binding on the REMCL nor confer any right on the Bidders, and the REMCL/Railways shall have no liability whatsoever in relation to or arising out of any or all contents of the site data.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, 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.
- 2.1.5 The Bid should be furnished in the format at Appendix–I, clearly indicating the bid amount in both figures and words, in Paise of Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Bid shall consist of tariff quoted in cost in paise per kWh fixed for a period of 25 years. Tariff shall be the only bid parameter.
- 2.1.7 The Bidder shall deposit a Bid Security of @Rs. 10 lakh per MW (Rupees Ten Lakhs per MW) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the REMCL, as per format at Appendix–II. In case capacity is enhanced by Railways, the successful bidder shall

submit the equivalent amount of Performance Security to Railways under PPP as per timelines within Schedule N of PPA failing which contracted capacity stands cancelled.

- 2.1.8 The validity period of the Bank Guarantee shall not be less than 240 (Two Hundred Forty) days from the Bid Due Date, inclusive of a claim period of 60 (Sixty) days, and may be extended by the Bidder as per instruction of REMCL/Railways. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Financial Bid Opening Date (RFP), except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Power Purchase Agreement.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix–II in RFQ, authorising the signatory of the Bid to commit the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–III in RFQ.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The documents including this RFP and all attached documents, provided by the REMCL are and shall remain or become the property of the REMCL/Railways and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the REMCL will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the REMCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the REMCL/Railways and not by way of penalty for, *inter alia*, the time, cost and effort of the REMCL/Railways, including consideration of such Bidder’s proposal (the “**Damages**”), without

prejudice to any other right or remedy that may be available to the REMCL/Railways under the Bidding Documents and/ or the PPA or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof) having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, Agreemental loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, Agreemental loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) Such Bidder or any Associate thereof has participated as a consultant to the Railways in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the REMCL /Railways in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the PPA. In the event any such adviser is engaged by the Selected Bidder or SPD, as the case may be, after issue of the LOA or execution of the PPA for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the PPA and without prejudice to any other right or remedy of the REMCL/Railways, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the REMCL may have there under or otherwise, the LOA or the PPA, as the case may be, shall be liable to be terminated without the REMCL/Railways being liable in any manner whatsoever to the Selected Bidder or SPD for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this

disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.16 This RFP is not transferable.

2.1.17 Any award of Agreement pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Change in composition of the Consortium

2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium is not permitted by the REMCL/Railways post Bid due date

2.3 Change in Ownership

2.3.1 By submitting the bid, the bidder acknowledges that Consortium Members shall, until the 1st (first) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the SPD; and (ii) 5% (five per cent) of the Total Project Cost specified in the PPA. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the PPA, and a breach hereof shall, notwithstanding anything to the contrary contained in the PPA, be deemed to be a breach of the PPA and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Criteria and/ or Financial Criteria was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the REMCL/Railways forthwith along with all relevant particulars about the same and the REMCL/Railways may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the PPA but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the PPA, be deemed to be a breach of the PPA, and the same shall be liable to be terminated without the REMCL/Railways being liable in any manner whatsoever to the SPD. In such an event, notwithstanding anything to the contrary contained in the PPA, the REMCL/Railways shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be

available to the REMCL/Railways under the Bidding Documents and/ or the PPA or otherwise.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. REMCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

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

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) Received all relevant information requested from the REMCL/Railways;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by REMCL on behalf of the Railways relating to any of the matters referred to in Clause 2.5.1 above;
- (d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Railways, or a ground for termination of the PPA by the SPD;
- (f) Acknowledged that it does not have a Conflict of Interest; and

- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The REMCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the REMCL/Railways.

2.6 Verification and Disqualification

2.6.1 The REMCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by the REMCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the REMCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the REMCL/Railways there under.

2.6.2 The REMCL reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the REMCL, the supplemental information sought by the REMCL for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the REMCL reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the REMCL, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the Agreement thereby granted by the REMCL, that one or more of the pre-qualification conditions have not been met by the Bidder, or the

Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the SPD either by issue of the LOA or entering into of the PPA, and if the Selected Bidder has already been issued the LOA or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the REMCL to the Selected Bidder or the SPD, as the case may be, without the REMCL being liable in any manner whatsoever to the Selected Bidder or SPD. In such an event, the REMCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the REMCL under the Bidding Documents and/ or the PPA, or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Miscellaneous

Appendices

- I. Letter comprising the Bid and Annex
- II. Bank Guarantee for Bid Security
- III. Guidelines of the Department of Disinvestment
- IV. Not used
- V. Special Instructions to bidders for e-tendering and Reverse Auction

2.7.2 The draft PPA and the Site details provided by the REMCL as part of the Bidding Documents shall be deemed to be part of this RFP

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the REMCL in writing by speed post/ courier/ special messenger and by e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.10. The REMCL shall endeavour to respond to the queries before the Bid Due Date. The responses will be uploaded on **<https://etenders.gov.in/eprocure/app>** website. The REMCL will forward the queries and its responses thereto, to Bidders without identifying the source of queries.
- 2.8.2 The REMCL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the REMCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the REMCL to respond to any question or to provide any clarification.
- 2.8.3 The REMCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the REMCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by REMCL or its employees or representatives shall not in any way or manner be binding on the REMCL/Railways.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the Bid Due Date, the REMCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.
- 2.9.2 Any Addendum or Corrigendum issued hereunder will be uploaded on **<https://etenders.gov.in/eprocure/app>** website only and no separate intimation to Bidders will be sent.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum or Corrigendum into account, or for any other reason, the REMCL may, in its sole discretion, extend the Bid Due Date

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The REMCL will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as "BID".

2.11.2 The documents accompanying the Bid: Details provided in clause 1.8.

2.11.3 Not used

2.11.4 not used

2.11.5 Each of the envelopes shall be addressed to:

ATTN.OF/
DESIGNATION: Chief Executive Officer / REMCL

ADDRESS: Railway Energy Management
Company Limited, Ground Floor,
Central Wing, RITES Bhawan, Plot
No.1, Sector-29, Gurgaon, -122001,
Tel. No. :- 0124-2818733,713

E-MAIL ADDRESS remcl@rites.com

2.11.6 If the envelopes are not sealed and marked as instructed above, the REMCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

2.12.1 Bids should be submitted before 1400 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP.

2.12.2 The REMCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by the REMCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Contents of the Bid

2.14.1 The Bid shall be furnished in the format at Appendix-I and shall consist of tariff to be quoted by the Bidder. The Bidder shall specify in Indian Rupees the tariff to undertake the Project in accordance with this RFP and the provisions of the PPA.

2.14.2 Not used

2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this bid document.

2.14.4 The proposed PPA shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the REMCL prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the REMCL, shall be disregarded.

2.16 Rejection of Bids

- 2.16.1 Notwithstanding anything contained in this RFP, the REMCL reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the REMCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.16.2 The REMCL reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the REMCL.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the REMCL in relation to or matters arising out of, or concerning the Bidding Process. The REMCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The REMCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the REMCL or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the REMCL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security equal to Indian Rupees @ Rs 10 lakhs/ MW in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the REMCL in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than **240 (Two Hundred Forty) days** from the Bid Due Date,

inclusive of a claim period of **60 (sixty) days**, and may be extended as per instruction of REMCL from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.20.1 (a) **Dispensation for MSMEs:-** All MSMEs bidders who are having Udyog Adhaar Certificate will be exempted for payment Bid Security of amount @ Rupees 10.0 Lakh /MWp. Documentary evidence in respect of above shall require to be submitted. It is clarified here that no other benefit as mentioned above shall be extended to MSMEs.
- 2.20.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Railway Energy Management Company Limited and payable at Gurgaon (the "Demand Draft"). The REMCL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the REMCL as non-responsive.
- 2.20.4 The Bid Security of unsuccessful Bidders will be returned by the REMCL, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the REMCL, and in any case within **60 (sixty) days** from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the REMCL give the name and address of the person in whose favour the said demand draft shall be drawn by the REMCL for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.20.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the SPD signing the PPA and furnishing the Performance Security as per Article 9 of the PPA in accordance with the provisions thereof. In case of delay in signing of PPA/submission of PBG, the selected bidder shall have to increase the validity of bid security as per instructions of REMCL.
- 2.20.6 The REMCL shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the REMCL/Railways will suffer loss and damage on account of withdrawal of its Bid or for any other

default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 REMCL/Railways under the Bidding Documents and/ or under the PPA reserve the right to forfeit the bid security as Damages without prejudice to any other right or remedy that may be available to the REMCL/Railways.

The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the REMCL/Railways under the Bidding Documents and/ or under the PPA, or otherwise, if

- (a) a Bidder submits a non-responsive Bid;
- (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Railways;
- (d) the Selected Bidder fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOI and LOA; or
 - (ii) to sign the PPA; or
 - (iii) to furnish the Performance Security within the period prescribed in the PPA.
- (e) the Selected Bidder, having signed the PPA, commits any breach thereof prior to furnishing the Performance Security.

2.21 Commercial Operation Date (COD)

The Commercial Operation Date (COD) shall be considered as per scheme, statutory approval / requirement of the state if required for interconnection of solar plant shall be responsibility of SPD.

The Commissioning of Project: This will be on a date, when the Project meets the criteria defined for project commissioning. Nodal Railway may authorize any individual or committee or organization to declare the project commissioned on site. Any infirm power produced and flowing into the STU/ Railway Transmission System before COD shall not be at the cost of Nodal Railway under this scheme and developers cannot sell this power to any other organization or individual.

SECTION-3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The REMCL shall open the Bids at 14:30 hours on the Bid Due Date,
- 3.1.2 The REMCL will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the REMCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the REMCL shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
- (a) It is received as per the format at Appendix-I;
 - (b) It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
 - (d) It is accompanied by the Bid Security as specified in Clause 2.1.7;
 - (e) It is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - (f) It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) It does not contain any condition or qualification; and
 - (h) It is not non-responsive in terms hereof.

The REMCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the REMCL in respect of such Bid. Provided, however, that the REMCL may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Selection of Bidder

3.3.1 REMCL will evaluate the bids based on the technical and financial eligibility illustrated under clause 2.2.2- A and 2.2.2- B, of the RFQ document. Only those bidders who meet the technical and financial eligibility under this stage (corresponding to RFQ stage) will have their price bids opened by the Railway Energy Management Company Limited (REMCL). The financial bids (RFP) of those bidders who do not qualify at RFQ stage would be returned in unopened condition. In the event that the REMCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

REMCL will carry out an evaluation and comparison of the Financial Proposals of the Qualified Bidders in accordance with the criteria set out in the Clause 1.2.3 to identify Eligible Bidders who will be allowed to participate in the Reverse Auction Process.

The lowest quoting Bidder after completion of e-reverse auction will be declared as the successful bidder.

3.3.2 In the event that two or more Bidders quote the same tariff and are at lowest tariff among the qualified bidder of RfQ stage (the "Tie Bidders"), and at the time of opening of price bid and no bidder participates in the reverse auction process. Further, if the situation of two or more bidder having same lowest tariff remains same even after reverse auction process as specified in in Clause 1.2.4.4, the REMCL shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

Following procedure shall be adopted to conduct the draw:-

1. The Tie bidders shall be informed about date, time and venue of draw and shall be advised to send their authorised representative along with authority letter of bidder.
2. Attendance of bidders representative attending the draw shall be recorded.
3. Procedure adopted for draw shall be explained to bidders representative and acknowledgement shall be obtained.
4. Separate Draw shall be conducted for tie bidders Paper slips of ¼ th size of A4 paper size shall be prepared for each bidder which shall bear following:
 - (a) NIT details
 - (b) Bidder Name
 - (c) Tariff Quoted in Rs /KWh

5. Before start of draw, each draw slip shall be shown to the respective bidders for verification of information provided on it. Authorised representative of bidder & REMCL shall sign the draw slip.
 6. The draw slips shall be given 2 folds (1 length wise & 1 width wise). All the draw slips shall then be put in a draw box (Card Board Box), which shall be sealed thereafter.
 7. Opportunity will be given to each tie bidders to shake the draw box for 30 seconds maximum.
 8. Following steps shall be followed by authorised representative of REMCL for finalising the successful bidder through draw through draw :
 - (a) One draw slip shall be randomly selected from the draw box by REMCL official.
 - (b) Final result of as name of successful bidder shall be announced and outcome will be recorded under acknowledgement of bidders and REMCL officials.
 - (c) Thereafter, the draw box will be shown to bidders wherein they will confirm that it contains only one slip of unsuccessful bidder.
- 3.3.3 If L-1 withdraws his offer before the work order is placed, or before the supply or execution of work order takes place. In this regard, it is clarified that such a situation may be avoided if a two-bid system is followed (techno commercial) so that proper assessment of the offers is made before the award of work order., Therefore, if L-1 party backs out, there should be retendering in a transparent and fair manner. The authority may in such a situation call for limited or short notice tender if so justified in the interest of work and take a decision on the basis of lowest tender.
- 3.3.4 Deleted
- 3.3.5 At the end of selection process, REMCL shall intimate successful bidder by way of issuing an Letter of Intent (LOI) advising submission of **Rs 1,00,000/- per MW (Rupees one Lakh per MW excluding GST@18 %)** within ten days of the awarded capacity from successful bidder as REMCL bid processing charges. This fee shall be payable in form of Demand Draft in favour of "Railway Energy Management Company Limited" payable at Gurgaon or through online mode . After receipt of REMCL bid processing charges @ **Rs 1,00,000/- per MW (Rupees one Lakh per MW excluding GST@18 %)** , a Letter of Award (the "LOA") shall be issued, in duplicate, by the REMCL to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the REMCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on

account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, the SPD shall execute the PPA within the period prescribed in Schedule N of PPA. All correspondence related to signing of PPA shall be done with Nodal Zonal Railway.

3.3.7 Not used

3.3.8. Others

Bidder has to obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning and O&M of the project.

3.3.9. Not used

3.3.10. Tax Exemptions

Price bids are invited inclusive of Taxes and duties. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Dep't of Govt. of India by the bidder. REMCL/Railways in no case will be responsible for providing any tax exemptions to the bidder.

3.3.11. not used

3.3.12. Requirement for approval on makes of equipment

The modules as well as Rest of the components can be procured from any source. However these items should meet the Technical specification and standards mentioned in bid documents (RfQ, RfP & PPA).

3.3.13. Deductions

All costs, damages or expenses which REMCL/Railways may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/will be liable, will be claimed by the REMCL/Railways. All such claims shall be billed by the REMCL/Railways to the successful bidder and if not paid by the Successful bidder within the 15 days within respect of payment request period, the REMCL/Railways may, then, shall deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy the REMCL/Railways of such claims.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the REMCL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the REMCL and/ or their employees/ representatives on matters related to the Bids under consideration.

3.5 Bid Parameter

- 3.5.1 The Bid shall comprise a tariff to be quoted in Paise/ kWh by the Bidder in accordance with the provisions of the **bid documents (RfQ, RfP & PPA)**. .

SECTION-4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the PPA. Notwithstanding anything to the contrary contained herein, or in the LOA or the PPA, the REMCL/Railways may reject a Bid, withdraw the LOA, or terminate the PPA, as the case may be, without being liable in any manner whatsoever to the Bidder or SPD, as the case may be, if it determines that the Bidder or SPD, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the REMCL/Railways shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the REMCL/Railways under the Bidding Documents and/ or the PPA, or otherwise.
- 4.2 Without prejudice to the rights of the REMCL/Railways under Clause 4.1 hereinabove and the rights and remedies which the REMCL/Railways may have under the LOI/LOA or the PPA, or otherwise if a Bidder or SPD, as the case may be, is found by the REMCL/Railways to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI/LOA or the execution of the PPA, such Bidder or Solar Project Developer/ SPD shall not be eligible to participate in any tender or RFP issued by the REMCL/Railways during a period of 2 (two) years from the date such Bidder or SPD, as the case may be, is found by the REMCL/Railways to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the REMCL/Railways who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI/LOA or has dealt with matters concerning the

PPA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the REMCL/Railways, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI/LOA or after the execution of the PPA, as the case may be, any person in respect of any matter relating to the Project or the LOI/LOA or the PPA, who at any time has been or is a legal, financial or technical adviser of the REMCL/Railways in relation to any matter concerning the Project;

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the REMCL/Railways with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.4. Debarred from participating in REMCL tenders

REMCL/ Railways reserve the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidders may be debarred from participating in REMCL/Railways’ any future tender for a period as decided by the competent Authority of REMCL/Railways

SECTION-5 MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. For disputes arising after issue of LOA and matters related to signing of PPA & execution of works shall be governed by and construed in accordance with, the laws of India and the Courts at Delhi High Court shall have exclusive jurisdiction.
- 5.2 The REMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/ or evidence submitted to the REMCL/ Railways by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the REMCL/ Railways, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 5.4 The Bidding Documents- RFP, RFQ & PPA are to be taken as mutually explanatory and to be read & taken in to consideration in totality . In case of any conflict in interpretation of any condition/ clause of bidding documents, the version/ interpretation of REMCL/ Railways shall be final and binding.
- 5.5 The SPD shall ensure transfer of all project elements to Nodal Railway after 25 years i.e. on expiry of PPA at no cost and free from any encumbrances

and liability. The Railway in the twenty sixth year (26th) may examine the need of up-gradation of the system or renovation and modernization of the existing system depending on technological options available at that time and SPD with mutual consent may carry out the same (on chargeable basis). Any maintenance thereafter would be ensured by Nodal Railway.

Alternatively Nodal Railway may advise SPD after 25 years i.e. on expiry of PPA to dismantle the solar plant at his own cost and handover the land in clear position to Railways/REMCL. Energy bills which are to be paid to the SPD for last 06 months of the PPA period (25 years) and outstanding amount if any shall be kept by Nodal Railway as security for dismantling of the Solar Plant. The amount shall be paid after satisfactory completion of dismantling of Solar Plant by the SPD.

In case Nodal Railway has to dismantle the plant then that cost will be deducted from the above security amount.

Appendices



APPENDIX I

Letter Comprising the Bid

Tender No:.....

dated_____

From:

_____(Insert name and address of Bidding Company)

Tel.: -

Fax :-

E-mail address:-

To,

[Railway Energy Management Company Limited,
Plot No.1, RITES Bhawan
Sector 29,
Gurgaon -122001]

Sub: - Bid for “Setting up of 1MW solar plant along the Railway track in Railway Land under Tariff Based Competitive Bidding”

Dear Sir,

We, the undersigned....[insert name of the ‘Bidder’] having read, examined and understood in detail the RFP Document for Tender No.“ **Setting up of 1 GW land based Solar plant along the Railway Track in Railway Land under Tariff Based Competitive Bidding**” hereby submit our Bid comprising of Price Bid. We confirm that neither we nor any of our Associate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

1. We give our unconditional acceptance to the tender dated.....and RFP Documents attached thereto, issued by REMCL, as amended. As a token of our acceptance to the RFP Documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFP Documents as per the provisions of the RFP and provisions of such RFP Documents shall be binding on us.
2. I/ We acknowledge that the REMCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the SPD for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as SPD for the development, finance, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the REMCL any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the REMCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the REMCL; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the REMCL/Railways or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- (e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the financial criteria and meet (s) the requirements as specified in the RFQ document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.[£]
14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-III thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the REMCL of the same immediately.
-

16. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Criteria and Financial Criteria of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the SPD; and (ii) 5% (five per cent) of the Total Project Cost specified in the PPA. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the PPA in respect of Change in Ownership.
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Criteria and/ or Financial Criteria was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/We shall inform the Railways forthwith along with all relevant particulars and the Railways may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the PPA but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the PPA shall be liable to be terminated without the Railways being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the PPA.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the REMCL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a PPA in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/ We have studied all the Bidding Documents carefully and also surveyed the project site and premise. We understand that except to the extent as expressly set forth in the PPA, we shall have no claim, right or title arising out of any documents or information provided to us by the Railways or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.



22. I/ We offer a Bid Security of Rs..... (Rupees only) to the REMCL in accordance with the RFP Document.
23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Agreement is not awarded to me/us or our Bid is not opened or rejected.
26. The tariff has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft PPA, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
28. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the SPD under the PPA till occurrence of Financial Close in accordance with the PPA.
29. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
30. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the PPA: \$

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

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Date: (Signature, name and designation of the Authorised signatory) Place:
Name and seal of Bidder/Lead Member

APPENDIX I

ANNEXURE-I

Format for Price Bid by Bidders

(To be submitted as part of Price Bid)

Description of the project:

Tender No:

dated: -

Description of the project:

Setting up of 1 GW MW land based Solar plant along the Railway track in Railway land under Tariff Based Competitive Bidding.

Bidder shall quote tariff at appropriate voltage level at the interconnection point of substation. .

Package no.	States	Total Capacity in MW	Total project cost excluding O&M for the scope of work as per Bid document & excluding cost of land (Rs. / MW)	Quoted Tariff in Rs. Per kWh	Offered CUF in %.	Guaranteed generation (in kWh) at Minimum specifiedCUF in KWh
1						
2						
3						
4						

Date:

Place:

Business Address:

Country of Incorporation:

(Common Seal).....

Signature:.....

Printed Name.....

Designation:.....

APPENDIX-1

Annexure-II

PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
1.	PV Modules		
2.	Civil and General Works		
3.	Mounting Structures		
4.	Power Conditioning Unit		
5.	Evacuation Cost up to Inter-connecting point (Cables, Transformers, and Switchgears etc.)		
6.	Preliminary and Pre-Operative Expenses including IDC and Contingency		
7.	Others (Please specify)		
8.	Total Project Cost		

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

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

APPENDIX-1

ANNEXURE-III

General particulars of the Bidder
To be submitted along with RFQ

GENERAL PARTICULARS OF THE BIDDER

Name of the Company	
Registered Office Address	
Telephone, Telex, Fax No	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the bidder/Company ever been Debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the RFP.	
Whether the Bidder wishes to form a Project Company for execution of work	Yes / No
Bidding company is listed in India	Yes / No
Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as Below	



APPENDIX-1

Annexure- IV

Conditions of contract

Please refer the Power Purchase Agreement attached with the RFP.

APPENDIX II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.20.1)

To be submitted along with RFQ

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the "REMCL", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on [DBFOT] basis (hereinafter referred to as "the Project") ofMWp capacity as indicated in Bid Document dated issued in respect of the Project and other related documents including without limitation the draft PPA (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to REMCL an amount of Rs. (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by REMCL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and

irrespective of whether the claim of REMCL is disputed by the Bidder or not, merely on the first demand from REMCL stating that the amount claimed is due to REMCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees.....only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between REMCL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that REMCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of REMCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between REMCL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, REMCL shall be entitled to treat the Bank as the principal debtor. REMCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to REMCL, and the Bank shall not be released from its liability under these presents by any exercise by REMCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of REMCL or any indulgence by REMCL to the said

Bidder or by any change in the constitution of REMCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for REMCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which REMCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the REMCL in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs... crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if REMCL serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (Indicate date falling 240 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX - II

Annexure - I

CHECK LIST FOR BANK GUARANTEES

To be submitted along with RFQ

Sl.No.	Details of checks	YES/NO.
a)	Is the Bank Guarantee (BG) on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution.	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
d)	Is each page of BG duly signed / initialled by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
e)	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
f)	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG.	
i)	Whether overwriting/cutting if any on the BG have been properly Authenticated under signature & seal of executants?	

APPENDIX III

Guidelines of the Department of Disinvestment Letter no. Dated 13 July 2001

Please refer Appendix-V in RFQ

APPENDIX IV

-----Not used-----

APPENDIX V

Special Instructions to Bidders for e-Tendering and Reverse Auction

1. INSTRUCTIONS ON ACCESSING/PURCHASING OF BID DOCUMENTS AND SUBMISSION THEREOF

1.1 To participate in the E-Bid submission for REMCL, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>

1.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1.3 REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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 CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e) 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.
- f) Bidder can log in to the site through the secured log-in by entering their

user ID/Password and the password of the DSC/e-Token.

1.4 SEARCHING FOR TENDER DOCUMENTS

- a)** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b)** Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- c)** 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.

1.5 PREPARATION OF BIDS

- a)** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b)** Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid 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.
- c)** Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d)** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and

again. This will lead to a reduction in the time required for bid submission process.

1.6 SUBMISSION OF BIDS

- a. Bid can be submitted only during validity of registration of bidder with CPPP E-Procurement Portal.
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidder has to select the payment option as “offline” to pay the cost of tender document and EMD as applicable and enter details of the instruments.
- e. Bidder should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in relevant clauses. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise the uploaded bid will be rejected.
- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, 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 the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h. 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 encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. 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 ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

1.7 ASSISTANCE TO BIDDERS

- a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support-eproc@nic.in
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- c) It is mandatory for all bidders to have, Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company, who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>
- d) Bidder shall ensure, use of registered Digital Signature Certificate (DSC) only and safety of the same.
- e) In case, the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 11 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

1.8 CLARIFICATIONS ON TENDER DOCUMENTS

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A prospective Tenderer requiring any clarification on the Tender Document may notify through queries, online only within the specified period (refer clause 1.6-Critical Date Sheet hereinbefore) Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (Ten) days prior to the deadline for submission of tenders. Details of such queries raised and clarifications furnished will be uploaded in CPP website <https://etenders.gov.in/eprocure/app> without identifying the names of the bidders who had raised the queries. Any modification of the Tender Document arising out of such clarifications will also be uploaded on CPP website.

2. AMENDMENT OF TENDER DOCUMENT

- 2.1 Till 7 days prior to the deadline for submission of tenders, the Tender Document may be modified by REMCL by issue of addenda/corrigendum.
- 2.2 Addendum/Corrigendum, if any, will be hosted on website <https://etenders.gov.in/eprocure/app> and shall become a part of the tender document. All tenderers are advised to see the website for addendum/corrigendum to the tender document which may be uploaded up to 7 (Seven) days prior to the deadline for submission of tender as finally stipulated.
- 2.3 To give prospective tenderers reasonable time, in which to take the addenda/corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given before bid Opening date as considered necessary by REMCL. All tenderers are advised to see the website for extension of deadline for submission of tenders.
- 2.4 Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://etenders.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded Price Bid Template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with REMCL.

3. PREPARATION AND SUBMISSION OF BIDS

- (a) Bidders are requested to submit their bids as specified in clause 3.25 of RFS. Users are requested to map their system as per the System settings

available on the link <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page> on the CPP portal. After

downloading/getting the tender document/schedules from <https://etenders.gov.in/eprocure/app> the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the bid submission manual available on CPP Portal <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=pagewebsite>

- (b) Bidders may ensure that all the pages of the documents mentioned in RFS must be signed & stamped by authorised signatory and serially numbered. In case, it is found that bidder has not complied with the same, the documents shall be deemed to be signed and stamped as this is a digitally signed e-tender.
- (c) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/Smart Card in their computer and Log onto CPP portal <https://etenders.gov.in/eprocure/app> using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC.
- (d) Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/schedule. Generally, they can be in Excel/PDF/RAR/JPG formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a Zip file for uploading. There is no limit for uploading file. Bids shall be submitted online only at CPP website <https://etenders.gov.in/eprocure/app>

Tenderer / bidders are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e procurement at <https://etenders.gov.in/eprocure/app>

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Intending tenderers are advised to visit CPPP website <https://etenders.gov.in/eprocure/app> till the closing date of submission of tender to check if there is any extension of deadline of submission of tender.

- (e) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (f) Bid shall be digitally signed by a representative of the bidder and submitted

“on- line”. No hard copies of the documents (except those specifically asked for in the tender document) are required to be submitted.

- (g) The bidders will have to accept unconditionally, the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
- (h) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements which will be binding upon the bidder.
- (i) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). REMCL will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- (j) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. REMCL will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of “Pre Bid Query Receipt Start Date and Time” till “Pre Bid Query Receipt End Date and Time”.

4. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BIDS

- 4.1 The Tenderers shall submit offers which comply strictly with the requirements of the Tender Document as amended from time to time. Alternatives or any modifications by the tenderer shall render the Tender invalid.
- 4.2 The bidder can modify, substitute, re-submit or withdraw its E-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of EMD.

- 4.3 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by REMCL, shall be disregarded.
- 4.4 For modification of E-bid (Technical Bid), bidder has to detach its old bid from CPP portal and upload / re-submit digitally signed modified bid.
- 4.5 For withdrawal of bid, bidder has to click on withdrawal icon at CPP portal and can withdraw its E-bid.
- 4.6 After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.
- 4.7 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.
- 4.8 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.
- 4.9 The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

5. AUTHORITY TO SIGN

- a) If the applicant is an individual, he should sign above his full typewritten name and current address.
- b) If the applicant is a proprietary firm (if permissible under RFS), the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- c) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their full type written names and current addresses. Alternatively, the Documents should be signed by the person holding Power of Attorney for the firm in the Format specified.
- d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the Format specified.
- e) If the applicant is a Joint Venture/Consortium, the Documents shall be signed

by the Lead Member holding Power of Attorney for signing the Document in the Format specified. The signatory on behalf of such Lead Partner shall be the one holding the Power of Attorney in the format specified.

5.1 Points to be kept in mind while preparing and submitting the bids.

5.1.1 Technical bid:

While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (i) The payment of tender cost and EMD is made;
- (ii) All forms are submitted in the prescribed formats, Corrigendum, Addendums and Reply to Queries, submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Upload the copy as applicable).
- (iii) Power of Attorney, if applicable, is executed as per prescribed format;

5.1.2 Financial Proposal

While filling in the Financial Bid, the bidder shall ensure the following:

- i. The bidder has quoted value only in figures in price bids/BOQs.
- ii. There shall be no additions or alterations except those to comply with the instructions issued by the Employer or as necessary to correct errors, if any, made by the Tenderers.
- iii. Cost shall be made in INR in India only
- iv. Conditional Offer/ Tender will be rejected.

6.0 TENDER OPENING, EVALUATION AND CLARIFICATIONS

6.1 The Employer will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend at **14.30 Hrs on specified date** in the office of **CEO, REMCL, RITES Bhawan-I, Central Wing, Ground Floor, Sec-29, Plot No. 1, Gurgaon - 122001, Haryana**. In the event of the specified date of the opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

6.2 Opening of bids will be done through online process. REMCL reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at <https://etenders.gov.in/eprocure/app> CPP portal.

- 6.3 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also, the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. At the time of technical bid opening, each bidder will be able to view on-line through CPPP, the technical bids of the bidders who have participated in the tender and whose bids have been opened.
- 6.4 Bids will be opened as per date/time as mentioned in the Bid Information Sheet unless the same is extended. On completion of Technical Bid Opening, each bidder will be able to view the technical bid documents of the bidders whose bids have been opened. Similarly, on the completion of Financial Bid Opening each bidder will be able to view the Financial as well as technical bid documents of the bidders whose bids have been opened. Allotted.
- 6.5 REMCL shall subsequently examine and evaluate the bids in accordance with the provision set out in the tender document.
- 6.6 The results of technical and financial qualification of bidders will be available on the CPP Portal at <https://etenders.gov.in/eprocure/app> and intimated to the bidder through system generated email or SMS.
- 6.7 It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- 6.8 The bids will be evaluated for qualifying criteria as mentioned in RFS document. REMCL shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMD. In case of non-receipt of these documents in original within the specified period, the bid will be treated as non-responsive.
- 6.9 Request for clarification/deficient documents from the bidder can be asked for either through the system or through E-mail. A system generated SMS alert will be sent to the bidder when clarifications/deficient documents are called through the system. In such a case, no separate communication will be sent in this regard. Non-receipt of email and/or SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time. The date and time of submission of deficient documents cannot be extended.

6.10 After evaluation of Technical-Bid, the bidder will be able to view uploaded Tender Committee evaluation results as also the date and time of Financial Bid Opening.

6.11 Mere Opening of Bid to be No Guarantee of its Validity

It may be noted that mere opening of a bid does not mean that the bid has to be considered by REMCL as a valid bid. All bids will be evaluated to decide whether the bids are responsive or non- responsive.

7.0 The bid document and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on CPP Portal <https://etenders.gov.in> free of cost.

8.0 Those bidders not registered on the website mentioned above, are required to get registered beforehand. If needed they can go to CPP Portal <https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=pagebidders> manual kit.

11.0 The intending bidder must have valid Class-III digital signature to submit the bid.

Annexure – E

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), REMCL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/Amendments/Clarifications. Bidders in their own interest are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to NIC.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the Bid document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the Bid document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the Bid document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant guidelines of Railways/REMCL be initiated by Railways/REMCL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of REMCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:

- a) Bidders may note that, although extension time is '10' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of REMCL, bid process, bid technology, bid documentation and bid details.
- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to the REMCL contact personnel indicated in the RfS document.
- e) Post LOA activities such Submission of PBF & Signing of PPA etc. would be transacted directly between successful bidder(s) and Railways.
- f) LOA shall be placed outside the NIC e-portal & further processing of the LOA shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in the bid document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
- i) REMCL will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used:
<https://etenders.gov.in/eprocure/app>

11. No queries shall be entertained while Reverse Auction is in progress

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BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in Bid documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	10 minutes
3.2	Automatic extension Time-Duration	10 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff Quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by REMCL on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.



During the Reverse Auction, any requests for extension of time will not be considered by REMCL. Bidders are therefore requested to make all the necessary arrangements/alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. REMCL shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

REMCL reserves the right to cancel/reschedule/extend the Reverse Auction process/tender at any time, before ordering, without assigning any reason.

REMCL shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of REMCL shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.