

3. Section 3: EVALUATION OF BIDS

3.1 Opening and Evaluation of Bid

3.1.1 The REMC Ltd. shall open the Bids at 14:30 hours on the Bid Due Date,

3.1.2 The REMC Ltd. will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section.

3.1.3 To facilitate evaluation of Bids, the REMC Ltd. 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 REMC Ltd. shall determine whether each Bid is responsive to the requirements of this RfS. A Bid shall be considered responsive if:

- (a) It is received as per the format;
- (b) It is received by the Bid Due Date including any extension thereof;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clause 1.11;
- (d) It is accompanied by the Bid Security as specified in Clause 1.12.2;
- (e) It is accompanied by the Power(s) of Attorney as specified in the **RfS** and in the provided format, as the case may be;
- (f) It contains all the information (complete in all respects) as requested in this **RfS** 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 REMC Ltd. 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 REMC Ltd. in respect of such Bid. Provided, however, that the REMC Ltd. may, in its discretion may accept the submitted bid or 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 REMC Ltd. will evaluate the bids based on the technical and financial eligibility illustrated under Section 2, of this RfS document. Only those bidders who meet the technical and financial eligibility under this stage will have their price bids opened by the REMC Ltd. The financial bids of those bidders who do not qualify at RfS stage would be returned in unopened condition. In the event that the REMC Ltd. rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

REMC Ltd. 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 3.1 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 RfS 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 Clause 1.16.4, the REMC Ltd. 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, in the above-mentioned case where no bidder participates in reverse auction:

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 bidder’s representative and acknowledgement shall be obtained.

4. Separate Draw shall be conducted for tie bidders. Paper slips of 1/4th size of A4 paper size shall be prepared for each bidder which shall bear following:
 - (a) RfS details
 - (b) Bidder Name
 - (c) Tariff Quoted in Rs /KWh
5. Before start of draw, each draw slip shall be shown to the respective bidder for verification of information provided on it. Authorised representative of bidder & REMC Ltd. 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 (Cardboard Box), which shall be sealed thereafter.
7. Opportunity will be given to each tie bidder to shake the draw box for 30 seconds maximum.
8. Following steps shall be followed by authorised representative of REMC Ltd. for finalising the successful bidder through draw through draw:
 - (a) One draw slip shall be randomly selected from the draw box by REMC Ltd. official.
 - (b) Final result as per the name on the draw slip of the successful bidder shall be announced and outcome will be recorded under acknowledgement of bidders and REMC Ltd. 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 Deleted

3.3.4 At the end of selection process, through reverse auction or through the draw as the case may be, REMC Ltd. shall intimate successful bidder by way of issuing an Letter of Intent (LOI) advising submission of Rs 1,50,000/- per MW (Rupees One Lakh Fifty Thousand per MW) of the awarded capacity from successful bidder within ten days of the awarded capacity as REMC Ltd. bid processing charges (excluding GST). This fee shall be payable in form of Demand Draft in favour of "REMC Ltd." payable at Gurgaon or through online mode. After receipt of REMC Ltd. bid processing charges, a Letter of Award (the "LOA") shall be issued, in duplicate, by the REMC Ltd. 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 REMC Ltd. 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.

3.3.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, the SPD shall execute the PPA within the prescribed period by REMC Ltd. / Nodal Railway. The SPD shall submit the Performance Bank Guarantee of @ Rs. 8Lakh per MW at least 7 days prior to signing the PPA. All correspondence related to signing of PPA shall be done with the Nodal Railway.

3.3.6 The bidder must obtain all the necessary approvals / consents / clearances required for Erection, Testing, Commissioning and O&M of the project.

3.3.7 Tax Exemption: 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 Departments of Govt. of India by the bidder. REMC Ltd. / Railways in no case will be responsible for providing any tax exemptions to the bidder.

3.3.8 Requirement for approval on makes of equipment:

3.3.9 The modules as well as Rest of the components can be procured from any source as specified in the bid documents. These items must meet the technical specification and standards mentioned in bid documents (RfS & PPA).

3.3.10 Deductions: All costs, damages, or expenses which REMC Ltd./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 REMC Ltd./Railways. All such claims shall be billed by the REMC Ltd./Railways to the successful bidder and if not paid by the Successful bidder within the 15 days within respect of payment request period, the REMC Ltd./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 REMC Ltd./Railways of such claims.

3.4 Contact during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the REMC Ltd. 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 REMC Ltd. 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 Rs. /kWh by the Bidder in accordance with the provisions of the bid documents (RfS & PPA).

4. 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 REMC Ltd./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 REMC Ltd./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 REMC Ltd./Railways under the Bidding Documents and/ or the PPA, or otherwise.
- 4.2** Without prejudice to the rights of the REMC Ltd./Railways under Clause 4.1 hereinabove and the rights and remedies which the REMC Ltd./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 REMC Ltd./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 RfS issued by the REMC Ltd./Railways during a period of 2 (two) years from the date such Bidder or SPD, as the case may be, is found by the REMC Ltd./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 REMC Ltd./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 REMC Ltd./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 Clauses of this RfS, 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 REMC Ltd./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 REMC Ltd./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 REMC Ltd. tenders

REMC Ltd./ 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 RfS, such Bidders may be debarred from participating in REMC Ltd./Railways' any future tender for a period as decided by the competent Authority of REMC Ltd./Railways

5. Section 5: MISCELLANEOUS

5.1 Miscellaneous discussions

5.1.1 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.

5.1.2 The REMC Ltd., 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 REMC Ltd./ 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.

- 5.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the REMC Ltd./ 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.
- 5.1.4 The Bidding Documents- RfS& PPA are to be taken as mutually explanatory and to be read & taken into consideration in totality. In case of any conflict in interpretation of any condition/clause of bidding documents, the version/interpretation of REMC Ltd./Railways shall be final and binding.
- 5.1.5 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/REMC Ltd.. Energy bills which are to be paid to the SPD for last 06 months of the PPA period 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. Section6: SAMPLE FORMS & FORMATS FOR BID SUBMISSION

6.1 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements and other submission requirements specified and set forth in the RfS

- i) Format of Covering Letter Comprising the Bid (Format6.1)
- ii) Format for Performance Bank Guarantee (Format 6.2)
- iii) Format for Legal Capacity (Format 6.3)
- iv) Format for Power of Attorney (only for consortium) (Format6.4)
- v) Format for Bid Security Bank Guarantee (BG) (Format 6.5)
- vi) Format for Board Resolutions (Format 6.6)
- vii) Format for Consortium Agreement (Format 6.7)
- viii) Format for Financial Requirement (Format 6.8)
- ix) Format for Disclosure (Format 6.9)
- x) Format for Technical Criteria (Format 6.10)
- xi) Format for Proposed Technology Tie-up (Format 6.11)
- xii) Format for Undertaking related to default and litigation (Format 6.12)
- xiii) Format for Submission of Financial Bid (Format 6.13)
- xiv) Format for Preliminary Estimate of Cost of Solar PV Project (Format 6.14)
- xv) Technical Requirements for Grid Connected Solar PV Project with BESS (Annexure A)
- xvi) BESS Characterization and Performance Assessment (Annexure B)
- xvii) Commissioning Procedure (Annexure C)
- xviii) Installation Report (Annexure D)

- xix) Full Commissioning Certificate (Annexure E)
- xx) Project Site Details (Annexure F)
- xxi) Check List for Bank Guarantees (Annexure G)
- xxii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure H)
- xxiii) Terms & Conditions of Reverse Auction (Annexure J)
- xxiv) Integrity Pact (Annexure K)
- xxv) Draft Authorization Letter (Annexure L)

FORMAT 6.1: COVERING LETTER COMPRISING THE BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No._____

Date:

From: _____(Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel. #:

Fax #:

E-mail address#

To,

CEO,

REMC Limited

Ground Floor, Centre Wing, RITES Bhawan,1,

Sector-29, Gurugram-122001, Haryana

Sub: Response to RfS No. REMCL/Rly/Storage/2021 dated 30.05.2021 for Selection of Solar Power Developers for Setting up of 15 MW solar PV power plant with 7MW/14 MWH BESS on Railway land at Butibori, Nagpur, Maharashtra, under Tariff Based Competitive Bidding

Dear Sir/ Madam,

We, the undersigned[insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to Railways, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.9 under Disclosure). We also confirm that we including our Ultimate Parent Company/Parent Company/Affiliate/Group Companies directly or indirectly have not submitted response to RfS for Setting up of 15 MW solar PV power plant with 7MW/14 MWH BESS on Railway land at Butibori, Nagpur, Maharashtra, including this response to RfS.

We are submitting RfS for the development of 15 MW solar PV power plant with 7MW/14 MWH BESS on Railway land at Butibori, Nagpur, Maharashtra at Interconnection point_____ & propose the CUF of_____

1. We give our unconditional acceptance to the RfS, dated [Insert date in [dd/mm/yyyy], standard PPA documents attached thereto, issued by REMC Ltd. In token of our acceptance to the RfS, PPA documents along with the amendments and clarifications issued by REMC Ltd., the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per clause no. 1.6 of Section 1 of the RfS.
2. Bid Security: - (Please read Clause No. 1.12.2, carefully before filling)We have enclosed Bid Security of INR.....(Insert Amount),in the form of Bank Guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.5 from [Insert name of bank providing bank guarantee] and valid up to..... in terms of Clause No. 1.12.2, Section-I, ITB of this RfS.
3. We hereby declare that in the event our Project gets selected and we are

not able to submit Bank Guarantee of the requisite value(s) towards PBG/POI, Success charge for the selected Project, within due time as mentioned in Clause Nos.3.3.5 of Section 3, Evaluation of Bids, of this RfS on issue of LoA by REMC Ltd. for the selected Project and/or we are not able to sign PPA with Railways within 30 days of issue of LOA by REMC Ltd. according to the clause 1.1.5 of the RfS, for the selected Project, REMC Ltd. shall have the right to encash the Bid Security submitted by us.

4. We have submitted our response to RfS strictly as per Section - 6 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance:-

We hereby unconditionally and irrevocably agree and accept that the decision made by REMC Ltd. in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect to this process.

We also unconditionally and irrevocably agree and accept that the decision made by REMC Ltd. in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

6. Familiarity with Relevant Indian Laws & Regulations:-

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with Railways, committing total equity infusion in the SPV as per the provisions of RfS.

8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from REMC Ltd.

10. The information submitted in our response to the RfS is correct to the best

of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

11. We confirm that all the terms and conditions of our Bid are valid upto _____(Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

12. Contact Person

Details of the representative to be contacted by REMC Ltd. are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :
Mobile Nos. :
Fax Nos. :
E-mail address:

We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a SPD's event of default under PPA and consequent provisions of PPA shall apply.

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

Thanking you,

We remain,

Your faithfully,

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