

EASTERN RAILWAY

REQUEST FOR QUALIFICATION (RFQ)

For

Installation of on-grid Solar plant of total capacity 225 KWp through Solar Power Developer (SPD) under PPP model (phase-II)

Nature of work with its location : Installation of 225KWp on-grid (without battery backup) rooftop /shed -top Solar plant at Pakur under PPP model (Phase-II).

Overview of the Framework

Two-stage Process

The bidding process for PPP projects is typically divided into two stages. In the first stage, eligible and prospective bidders are shortlisted. This stage is generally referred to as Request for Qualification (RFQ). The objective is to short-list eligible bidders for stage two of the process. In the second and final stage, which is generally referred to as the Request for Proposal (RFP) or invitation of financial bids, the bidders engage in a comprehensive scrutiny of the project before submitting their financial offers.

Request for Qualification (RFQ)

The RFQ process should aim at short-listing and pre-qualifying applicants who will be asked to submit financial bids in the RFP stage. The objective is to identify credible bidders who have the requisite technical and financial capacity for undertaking the

project. In order to encourage greater participation from credible domestic and international investors, the RFQ document should not require respondents to incur significant expense in preparing a response. 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.

Technical Capacity

For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant shall, over the past 3 (three) financial years preceding the Application Due Date, have paid for, or received payments for successful commissioning of at least one grid connected solar PV project for a minimum value of 35% of the Contracted Capacity; 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.

Financial Capacity

Total contract amount received or paid in Rupees during the last 3 financial years preceding the Application Due Date as per ITCC should be a minimum of [150%] of the Estimated Project Cost.

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. “**Applicant(s)**” As defined in Clause 1.2.1.
- 1.2. “**Application**” As defined in the Disclaimer.
- 1.3. “**Application Due Date**” As defined in Clause 1.1.5.
- 1.4. “**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.

- 1.5. "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 at the RFP stage. The details will be provided to the qualified bidders at the RFP stage.
- 1.9. "Bid Capacity" shall mean 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 in response to this RFQ as specified in.
- 1.11. "Bid Due Date" As defined in Clause 1.2.3.
- 1.12. "Bidding Documents" As defined in Clause 1.2.3.
- 1.13. "Bidding Process" As defined in Clause 1.2.1.
- 1.14. "Bid Stage" As defined in Clause 1.2.1.
- 1.15. "CEA" shall mean Central Electricity Authority.
- 1.16. "Central Financial Assistance" means the financial assistance to the eligible projects as per MNRE Guidelines. CFA will be available to the successful bidder and would be calculated as [15%] of either the MNRE benchmark cost (latest amendment) or the total project cost, whichever is lower.
- 1.17. "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
- 1.18. "Competent Authority" shall mean General Manager (GM) of Eastern Railways, himself and/or a person or group of persons nominated by GM for the mentioned purpose herein.
- 1.19. "Commissioning" means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RFQ.
- 1.20. "Company" shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.21. "Contracted capacity" shall mean the Total aggregate capacity in kWp, proposed to be allocated by Railways to the Successful Bidder through this bidding process as per terms and conditions specified therein.
- 1.22. "Conflict of Interest" As defined in Clause 2.2.1(c)
- 1.23. "Consortium" As defined in Clause 2.2.1(a)
- 1.24. "(CUF) Capacity Utilization Factor" means the ratio of the annual output of the plant in kWh versus contracted plant capacity for number of days. $CUF = \text{plant output in kWh} / (\text{contracted plant capacity in kWp (DC side)} * 365 * 24)$

- 1.25. **“DBFOT”** Design, Built, Finance, Operate and Transfer.
“Eligibility Criteria” shall mean the Eligibility Criteria as mentioned in “Criteria for Evaluation” of this RFQ.
- 1.26. **“Estimated Project Cost”** means Benchmark cost of MNRE (latest amendment)
- 1.27. **“Financial Capacity”** As defined in Clause 2.2.2 (B).
- 1.28. **“Government”** Government of India.
- 1.29. **“IEC”** shall mean specifications of International Electro-technical Commission.
- 1.30. **“Jt. Bidding Agreement”** As defined in Clause 2.2.5 (g).
- 1.31. **“kWp”** shall mean Kilo-Watt Peak(Rated Power).
- 1.32. **“kWh”** shall mean Kilo-Watt-hour.
- 1.33. **“Lead Member”** As defined in Clause 2.2.5 (c).
- 1.34. **“LOA”** Letter of Award.
- 1.35. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India
- 1.36. **“Maximum Bid Capacity”** shall mean the maximum capacity for which the Bidder can submit its Bid.
- 1.37. **“Member”** means Member of a Consortium
- 1.38. **“O&M”** shall mean Operation & Comprehensive Maintenance of Rooftop Solar PV System
- 1.39. **“Power Purchase Agreement 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 will be supplemented along with the RFP document to the qualified bidders.
Evaluation “of this RFQ.
- 1.40. **“PPP model”** shall mean where the bidders intend to take a rooftop/sites 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).
- 1.41. **“Qualified Bidder”** shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 3.1 stand qualified to apply for the stage of Request for Proposal.
- 1.42. **“Qualification”** As defined in Clause 1.2.1.
- 1.43. **“Qualification Stage”** As defined in Clause 1.2.1.
- 1.44. **“Re. or Rs. or INR”** means Indian Rupee.
- 1.45. **“RFP or Request for Proposals”** As defined in Clause 1.2.1.

- 1.46. "RFQ" shall mean Request for Qualification (RFQ)/Tender document.
- 1.47. "SPD" shall mean **Solar Power Developer** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Companies Act, 1956 or Companies Act 2013.
- 1.48. "SPV" As defined in Clause 2.2.5.
- 1.49. "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.
- 1.50. "Successful Bidder(s) /Contractor/Project Developers(s)" shall mean the Bidder(s) selected by Railways pursuant to this RFQ, for Implementation of Grid Connected RoofTop Solar PV System as per the terms of the RFQ Documents, and to whom a LOA has been issued.
- 1.51. "SNA" shall mean State Nodal Agency.
- 1.52. "Technical Capacity" As defined in Clause 2.2.2 (A).
- 1.53. "Wp" shall mean Watt Peak.

INTERPRETATIONS

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

Disclaimer

The information contained in this Request for Qualification document (the "RFQ") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Railways or any of its employees or advisors, is provided to Applicant(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 Railways to the prospective Applicants 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 application for qualification pursuant to this RFQ (the "Application"). This RFQ includes statements, which reflect various assumptions and assessments arrived at by Railways in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for 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 Applicant 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 Applicant(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.

The Railways, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 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 Applicants for participation in the Bidding Process.

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

The 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 Railways is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder, as the case may be, for the Project and Railways reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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