

**Request for Proposal (RFP)-**

**Price Bid**

**For Setting up of 2 MWp Solar PV Power plant  
along the Railway Track (Delhi-Ambala) Near  
DIWANA Station (NR) under Tariff Based  
Competitive Bidding**

**(No: REMCL/CO/Solar/2 MWp/NR /2019/01 dt.12.01.2019)**

By

**Railway Energy Management Company Limited**  
(A Joint Venture (JV) company of Indian Railways and  
RITES Ltd)

For & on behalf of

**Ministry of Railways**  
**Government of India**

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**A.**  
**Request for Proposals (RFP)**  
**Price Bid**

**B. LETTER OF INVITATION**  
Dated \*\*\*\*\*

To,

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Sub: RFP for 2 MWp Solar Plant along the Railway Track (Delhi-Ambala) near Diwana (NR).

Dear Sir,

Pursuant to your application in response to our Request for Qualification for the Setting up of 2 MWp Solar plants along the Railway Track (Delhi-Ambala) Near Diwana (NR) under Tariff Based Competitive Bidding, you were short listed as a Bidder for Setting up of 2 MWp solar plants along the Railway Track (Delhi-Ambala) Near Diwana (NR) under Tariff Based Competitive Bidding.

You are informed that you have qualified under technical and financial qualification and your Price Bid (the "Bid") for the aforesaid project will be evaluated by REMCL in accordance with the requirements in the RFP.

Please note that the REMCL reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

[Railway Energy Management Company Limited  
(Signature, name and designation of the Signatory) ]

## 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. DEFINITION

- 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. “**Bid Due Date**” As defined in Clause 1.6.
- 1.3. “**B.I.S**” shall mean specifications of Bureau of Indian Standards (BIS).
- 1.4. “**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.
- 1.5. “**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”.
- 1.6. “**Bid Security**” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid.
- 1.7. “**Bid Capacity**” shall means capacity offered by the bidder in his Bid under invitation.
- 1.8. “**Bid Deadline**” shall mean the last date and time for submission of Bid as specified in RFQ and RFP document.
- 1.9. “**Bidding Documents**” As defined in Clause 1.4.2.
- 1.10. “**Bidding Process**” As defined in Clause 1.2.
- 1.11. “**CEA**” shall mean Central Electricity Authority.
- 1.12. **not used**
- 1.13. “**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.
- 1.14. “**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.
- 1.15. “**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.
- 1.16. “**Company**” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

- 1.17. **“Contracted capacity”** shall mean the Total aggregate capacity in MWp, proposed to be allocated by REMCL to the Successful Bidder through this bidding process as per terms and conditions specified therein.
- 1.18. **“Conflict of Interest”** As defined in Clause 2.1.14
- 1.19. **“Consortium”** As defined in Section-2
- 1.20. **“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;
- 1.21. **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause no. 2.21, Section-2, Instructions to Bidders (ITB) of Bid document;
- 1.22. **“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;
- 1.23. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.24. **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
- 1.25. **“DAY”** shall mean calendar day;
- 1.26. **“DBFOT”** shall mean Design, Built, Finance, Operate and Transfer
- 1.27. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in Section 3 of RFQ
- 1.28. **“Estimated Project Cost”** as defined in PPA. For the purpose of this RFQ, the ceiling cost will be considered as Rs 4.04Cr/MW (excluding land cost). “
- 1.29. **“EFFECTIVE DATE”** shall mean the date of signing of Power Purchase Agreement (PPA) executed by both the parties;
- 1.30. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;

1.31. **“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;

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

1.33. **“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;

1.34. **“GROUP COMPANY”** of a Company means

(a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

(b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

(c) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

(d) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

(e) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

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

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

1.37. **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the point at 132 kV, where the power from the Solar Power Project is injected into the 132 KV, 3 Ph AC Railways Transmission System at DIWANA TSS of NR as specified in the Bid document. Metering shall be done at this interconnection point of 132 kV where the power is injected into Railways Transmission system. For interconnection with Railway Transmission system and metering, the SPDs shall abide by the relevant CERC/ NR Regulations, AC Traction Manual (ACTM), 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. **“MWp”** shall mean Mega-Watt-Peak.
- 1.41. **“kWh”** shall mean Kilo-Watt-hour.
- 1.42. **“Lead Member”** As defined in Clause 2.2.5 (c) of RfQ.
- 1.43. **“LETTER OF INTENT” or “LOI”** shall mean the letter issued by **Railway Energy Management Company Ltd (REMCL)** to the selected Bidder for award of the Project advising submission of REMCL bid processing charges.
- 1.44. **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.45. **“LLC”** shall mean Limited Liability Company;
- 1.46. **“LOA”** shall mean Letter of Award.
- 1.47. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India
- 1.48. **“Maximum Bid Capacity”** shall mean the maximum capacity for which the Bidder can submit its Bid.
- 1.49. **“Member”** means Member of a Consortium
- 1.50. **“MONTH”** shall mean calendar month;
- 1.51. **Not used**
- 1.52. **NR** shall mean Northern Railway.
- 1.53. **“O&M”** shall mean Operation & Comprehensive Maintenance of Solar PV System
- 1.54. **“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.
- 1.55. **“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.

- 1.56. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.57. **“PARENT”** 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;
- 1.58. **“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 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;
- 1.59. **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
- 1.60. **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the Bid document;
- 1.61. **“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.
- 1.62. **“Qualification”** As defined in Clause 1.2.1 of RfQ.
- 1.63. **“Qualification Stage”** As defined in Clause 1.2.1 of RfQ.
- 1.64. **“Railway”** means Northern Railway/NR
- 1.65. **“Re. or Rs. or INR”** means Indian Rupee.
- 1.66. **“RFP or Request for Proposals”** As defined in Clause 1.2.1 of RfQ.
- 1.67. **“RFQ”** shall mean Request for Qualification (RFQ)/Tender document.
- 1.68. **Not used**
- 1.69. **“REMCL”** shall mean Railway Energy Management Company Limited.
- 1.70. **“STU”** shall mean State Transmission Utility.
- 1.71. **“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.

- 1.72. **“SPV”** shall mean **Special Purpose Vehicle** as defined in Clause 2.2.5 of RfQ.
- 1.73. **“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.
- 1.74. **“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.
- 1.75. **“SNA”** shall mean State Nodal Agency.
- 1.76. **“Technical Criteria”** As defined in Clause 2.2.2 (A) of RfQ.
- 1.77. **“TOE”** shall mean Tender Opening Event.
- 1.78. **“ULTIMATE PARENT”** 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;
- 1.79. **“Wp”** shall mean Watt Peak.
- 1.80. **“Zonal Railways/Railway/Nodal Railways”** shall mean Northern Railway (NR).
- 1.81. **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<sup>\$</sup>

### 1.1 Background<sup>1</sup>

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 solar plants along the Railway tracks through 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 2MWp Solar plant in tariff based competitive bidding through developer mode along the Railway Track at Delhi –Ambala section Near Diwana (NR). The power generated from this solar power plant would be required to be injected into the 132 KV , 3 Ph AC Railways Transmission System Near Diwana (NR).

**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 2 MWp Solar PV Power plant along the Railway Track (Delhi-Ambala) Near Diwana (NR) under Tariff Based Competitive Bidding.”**

- (a) REMCL will act as Bid Process Coordinator. REMCL shall discover the tariff of solar power through open bidding and shall be responsible for complete tendering process till award of work.
  - (b) REMCL, hereby, invites proposals for **“Setting up of 2 MWp Solar PV Power plant along the Railway Track (Delhi-Ambala) Near Diwana (NR) under Tariff Based Competitive bidding”** on “DBFOT” basis for an aggregate capacity of 2MWp. NR shall enter into a Power Purchase Agreement (PPA) with the selected Bidder based on this RfQ/RfP.
  - (c) The power from this plant will be utilized by Railway where it is taking power as Deemed Licensee. Northern Railway (NR) shall be the Nodal Railway for this 2 MWp project and shall sign PPA with the SPD for 25 years.
  - (d) Deleted
-

- (e) The solar project will be provided in Railway land.
- (f) **Connectivity with the Railway transmission system at 132KV.**

**(a) Interconnection:**

The Solar Power Plant should be designed for Inter-Connection Point/ Delivery/ Metering Point” shall mean the point at 132 kV, where the power from the Solar Power Project is injected into the 132 KV, 3 Ph AC Railways Transmission System as specified in the Bid document. Metering shall be done at this interconnection point of 132 kV where the power is injected into Railways Transmission system. For interconnection with Railway Transmission system and metering, the SPDs shall abide by the relevant CERC/ SERC Regulations, AC Traction Manual (ACTM) Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

**(b) Power Evacuation**

Construction of all the requisite infrastructure to evacuate Power generated from above Solar Power Plant and injection to Railway Transmission System at 132 kV 3 phase AC at Diwana TSS of NR i.e. INTER-CONNECTION POINT/ DELIVERY/ METERING POINT will be responsibility of SPD.

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 3 ph ac stable output.
3. 132 kV AC 3 phase smart energy meter.
4. Transmission Lines etc.
5. Associated Protection System.

In case Railways decides /wants to take back the land in which Solar Plant is being installed, railways will provide suitable alternative site (s) 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 2 months from the date of providing of alternative site (s) by Railways.

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 132 KV interconnection point which will be provided by Railways. In this connection, the Indicative schematic line diagram is at Appendix-X may be referred to.

## **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.

### **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 2 MWp solar plants will be purchased by NR, 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/NR 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**

### **1.2.1 Bids are invited from the bidders for the Setting up of up of 2 MWp Solar PV Power plant along the Railway Track (Delhi-Ambala) Near Diwana of NR under Tariff Based Competitive Bidding .**

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 Railway Energy Management Company Limited (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) Second Envelope (containing Tariff) 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 or any Group Company will have to submit bid (single application) quoting a

single tariff per kWh. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, the digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is Rs. 2.337, then it shall be considered as Rs. 2.33).

- iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders. Tariff has to be less than **Rs 2.93 / kWh**. Those bids where tariff quoted is more than **Rs 2.93 / kWh** shall be summarily rejected.
- 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.

### 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

<b><math>n = \{</math></b>	<u><math>\frac{2+(T-2)}{2}</math>, if T even</u>
	<u><math>\frac{2+(T-1)}{2}</math>, T is odd</u>

**Total eligible bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n.**

**For e.g. (Short listing of bidders for reverse auction):**

Sl. No.	Techno commercially qualified Bidder	Rank	T	n	Shortlisted Bidders
1	B8	L1	5	4	B8
2	B5	L2			B5
3	B1	L3			B1
4	B4	L3			B4
5	B2	L4			

- (b)** 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.
  - i) All Bidders with same tariff shall be eligible for reverse auction round [provided their rank is equal to or less than n as mentioned in clause 1.2.3.3 (a)].
  - ii) Ranking of bidders after Financial Bid Evaluation:  
Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

<b><u>Bidder</u></b>	<b><u>Submitted Financial bid</u></b>	<b><u>Ranking</u></b>
<u>B1</u>	<u>Rs. 2.10 (Tariff in Rs./ kWh)</u>	<u>L1</u>
<u>B2</u>	<u>Rs. 2.20 (Tariff in Rs./ kWh)</u>	<u>L2</u>
<u>B3</u>	<u>Rs. 2.30 (Tariff in Rs./ kWh)</u>	<u>L3</u>
<u>B4</u>	<u>Rs. 2.30 (Tariff in Rs./ kWh)</u>	<u>L3</u>
<u>B5</u>	<u>Rs. 2.43 (Tariff in Rs./ kWh)</u>	<u>L4</u>
<u>B6</u>	<u>Rs. 2.60 (Tariff in Rs./ kWh)</u>	<u>L5</u>
<u>B7</u>	<u>Rs. 2.70 (Tariff in Rs./ kWh)</u>	<u>L6</u>
<u>B8</u>	<u>Rs. 2.80 (Tariff in Rs./ kWh)</u>	<u>L7</u>
<u>B9</u>	<u>Rs. 2.93 (Tariff in Rs./ kWh)</u>	<u>L8</u>

## **1.2.4 REVERSE AUCTION PROCESS**

### **1.2.4.1 Intimation of Date and Time of Reverse Auction**

At least one week prior to reverse auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent by email and on TCIL portal 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. Further at least two hours before the schedule start time of e-Reverse Auction, final intimation for participation in the e- Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at 1.2.3.3 (a).

### **1.2.4.2 Process**

Shortlisted bidders for Reverse Auction will be able to login into the TCIL website of reverse auction 15 minutes before the start time of reverse auction.

- i) During the 15 minutes prior to start of reverse auction process, the respective tariff shall be displayed on its window.
- ii) The minimum decrement value for tariff shall be Rs. 0.01 per kWh. The bidder can mention its revised 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 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
  - b. The list of all the bidders with their Pseudo Identity & last quoted tariff.
- vi) The initial auction period will be of one (01) hour with a provision of auto extension by ten (10) minutes from the scheduled/extended closing time if any bidder becomes eligible to the win in last ten minutes of auction period or extended auction period. If no such valid bid is received during last ten minutes of auction period or extended auction period, then the reverse auction process will get closed.

### **1.2.5 Selection of Successful Bidders**

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

(b) At the end of selection process, a letter of Intent(LOI)/Letter of Award (LOA) will be issued to the Successful Bidder. 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 2 MWp Solar capacity, bidder can not apply for part capacity.

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 price bids opened by the REMCL on TCIL website.

## 1.6. BID DUE DATE

Bids should be submitted before **14:00** hours IST on the Bid Due Date, at the address provided in Clause 2.12 in the manner and form as detailed in this RFP/RFQ. A receipt thereof should be obtained from the person specified in Clause 2.12.

## 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 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 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, Pass Phrase Envelope -1 & Pass Phrase Envelope - 2**” 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 (if applicable), Consortium Agreement (if applicable), Board Resolution” must contain the following:

- Bid in prescribed format (Appendix-I of RfQ) along with Annexures (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. Please refer Annexure-IX of RfQ on the list of submittals along with RfQ & RfP.

ii) **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope

iii) **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope

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

<b>Response to RfQ/RfP for Setting Up Of 2 MWp Solar Power Project</b>	
<i>Capacity of the Project applied for</i>	_____MWp
<i>RfQ/RfP Reference No.</i>	
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<b>CEO Railway Energy Management Company Ltd., Ground Floor, Central Wing, Plot No. 1 , Sector-29, Gurgaon-122001</b>

**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 as stated as Appendix V and VI. 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 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 [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com) 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-V, 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.

**The Bidder will have to fill the Electronic Form provided at the TCIL 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.

**Only single tariff bid for the Project shall have to be filled online in the Electronic Form provided at the TCIL portal. In case of discrepancies in the tariff quoted in the electronic form of TCIL portal and tariff quoted in the uploaded scanned copy of the price bid, the tariff quoted in the Appendix-I Annexure I 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 enclosed<sup>1</sup>. 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/ MWp (Ten Lacs per MWp) (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.

1.9.3 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: RFP for 2MWp Solar Project”

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<sup>1</sup> The Power Purchase Agreement should be provided along with the RFP.

### 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	12.01.2019
2	Date of Receiving Queries	18.01.2019
3	Response by REMCL to Queries raised, if any	24.01.2019
4	Bid Due Date (before 14:00 hrs)	28.01.2019
5	Opening (at 14:30 hrs) of RfQ	28.01.2019
6	Opening (at 14:30 hrs) of RfP	To be intimated later
7	Reverse Auction	To be intimated later
8	Validity of Bids	180 days from Bid due date
9	Last date of sale of bid document is 2 days before bid due date. i.e.	25.01.2019

## Bid Information Sheet

<b>Document Description</b>	Bid document for Setting up of up of 2 MW p Solar PV Power plant along the Railway Track (Delhi-Ambala) Near Diwana (NR) under Tariff Based Competitive Bidding.
<b>Bid document No.&amp; Date</b>	<b>REMCL/CO/Solar/2MWp/NR /2019/01 dt.12.01.2019</b>
<b>Broad Scope</b>	<b>Setting up of 2 MWp Solar PV Power plant along the Railway Track (Delhi-Ambala) near Diwana TSS (NR) under Tariff Based Competitive Bidding and feeding it to 132 kV Railway Transmission system of NR.</b>
<b>Date of commencement of downloading of Bid document</b>	
<b>Last date &amp; Time for</b> a) <b>Online Submission of Response to RfQ/RfP and</b> b) <b>Submission of all documents physically at REMCL office</b>	(a) 28.01.2019 at 14:00 hrs at REMCL  (b) 28.01.2019 up to 14:00 Hrs at REMCL
<b>Online Bid Opening (Techno- Commercial)</b>	28.01.2019 at 14:30 Hrs
<b>Financial Bid Opening</b>	Prior to start of Reverse Auction
<b>Reverse Auction</b>	Will be informed to eligible bidders
<b>Date and Time for start of Reverse Auction</b>	To be intimated by email
<b>Cost of Bid Document (non- refundable)</b>	Rs. 29500/- (inclusive of GST) to be submitted either through NEFT/RTGS transfer in the account of REMCL(Axis 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.
<b>EMD</b>	Earnest Money @ Rs. 10 Lakh / MWp is to be submitted in the form of Bank Guarantee along with the Response to RfQ/RfP.
<b>Name, Designation, Address and other details (For Submission of Response to RfQ/RfP)</b>	CEO Railway Energy Management Company Ltd., Ground Floor, Central Wing, RITES Bhawan , Plot No. 1, Sector-29, Gurgaon – 122001
<b>Details of persons to be contacted in case of any assistance required</b>	<p>1) Mr. Alok Mathur GM/REMCL Ph: 0124-2818741 E-mail:remcl1@rites.com</p> <p>2) Mr. Ashok Sharma DGM/REMCL Ph: 0124-2818733 E-mail: a.k.sharma@rites.com</p> <p>3) Mrs. Parul Mishra AM/REMCL Ph: 0124-2818713 E-mail: parulrites@gmail.com</p>
<p><b><u>Important Note:</u></b> Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the bid document through the websites <a href="http://www.tcil-india-electronicstender.com">www.tcil-india-electronicstender.com</a>. 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 <a href="http://www.tcil-india-electronicstender.com">TCIL website</a>.</p>	

#### 1.11. PRE-BID CONFERENCE DETAILS (NOT APPLICABLE)

#### 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 TCIL 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 TCIL 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 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 per kWh fixed for a period of 25 years.
- 2.1.7 The Bidder shall deposit a Bid Security of @Rs. 10 lakh per MWp (Rupees Ten Lakhs per MWp) 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 2<sup>nd</sup> (second) 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. List of Project-Specific Provisions-not used
- V. Special Instructions to bidders for e-tendering
- VI. Terms & Conditions of 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 within the period specified therein, but no later than **5 (five) days** prior to the Bid Due Date. The responses will be uploaded on TCIL 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 TCIL 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 akyagvalakya@gmail.com,Parulrites  
@gmail.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. A receipt thereof should be obtained from the person specified at Clause 2.11.5.

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 Adahar 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. NR may authorize any individual or committee or organization to declare the project commissioned on site. Any infirm power produced and flowing into the grid before COD shall not be at the cost of NR under this scheme and developers will be free to make short-term sale to any organization or individual as per regulations. NR may agree to buy this power as a trader if they find it viable outside the Scheme.

## **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 does 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, 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 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance or the capacity required is not met by the Lowest Bidder (the “first round of bidding”), REMCL may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder.

If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.

- 3.3.4 In the event that no Bidder offers to match the Bidder with lowest tariff offer in the second round of bidding as specified in Clause 3.3.3, the REMCL may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.
- 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 75,000/- per MWp (Seventy five thousand) 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 75,000/- per MWp, 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 NR/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 Rs/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 & 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. Any maintenance thereafter would be ensured by Railways.

Alternatively Railway/NR 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.

# 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 2 MWp Solar plant along the Railway Track (Delhi-Ambala) Near Diwana TSS (NR) 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 2 MWp Solar plant along the Railway Track (Delhi-Ambala) near Diwana (NR) 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<sup>£</sup> 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.<sup>£</sup>
  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,

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: REMCL/CO/Solar/2 MWp/NR /2019/01

dated:- .....

**Description of the project:**

**Setting up of 2 MWp Solar plant along the Railway Track (Delhi-Ambala) near Diwana (NR) under Tariff Based Competitive Bidding.**

Bidder shall quote tariff at 132 kV bus at Railway TSS /Transmission system at Delhi-Ambala section near Diwana (NR) in Rs/kWh.

<b>S. No.</b>	<b>Total Capacity in MWp</b>	<b>Total project cost excluding O&amp;M for the scope of work as per Bid document &amp; excluding cost of land (Rs./MWp)</b>	<b>Tariff (Rs/kWh)</b>
<b>1</b>	<b>2 MWp</b>		

Date: .....

Signature:.....

Place: .....

Name.....

Business Address:

Designation:.....

Country of Incorporation:

(Common Seal).....

Printed

## Appendix-1

### Annexure-II

#### PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT

<b>Sr. No.</b>	<b>Particulars</b>	<b>Estimated Cost (in Lakh INR) (in figures)</b>	<b>Estimated Cost (in Lakh INR) (in words)</b>
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, Switchgears etc.)		
6.	Preliminary and Pre-Operative Expenses including IDC and Contingency		
7.	Others (Please specify)		
<b>8.</b>	<b>Total Project Cost</b>		

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") of 2 MWp 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*

<b>Sl.No.</b>	<b>Details of checks</b>	<b>YES/NO.</b>
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 / initialed 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**

#### **General**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Railway Energy Management Company Limited* has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

#### **Instructions**

##### **Tender Bidding Methodology:**

##### **Sealed Bid System**

Single Stage Two Envelope

##### **Auction**

The sealed bid system would be followed by an 'e-Reverse Auction'

##### **Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Digital Signing Certificate (DSC)-Class III and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
  - a) Query to REMCL (Optional)
  - b) View response to queries posted by REMCL
8. Bid-Submission on ETS
9. Respond to REMCL Post-TOE queries
10. Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### **Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class III or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### **Registration**

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

### **Important Note:**

1. Interested bidders have to download official copy of the bid document & other documents after login into the ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL within the specified period of downloading of bid document and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

<b>TCIL/ ETS Helpdesk</b>	
<b>Telephone/ Mobile</b>	<i>Customer Support: +91-11- 26241790(multiple lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</i>
<b>Email-ID</b>	<i>ets_support@tcil-india.com</i>

### **Some Bidding related Information for this Tender (Sealed Bid)**

- The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:
  - Submission of Bid-Parts
    - Envelope I (Technical-Bid)
    - Envelope II (Financial-Bid)
  - *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also, failing which the technical bids will not be opened.

*Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.*

### **Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use

Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main Bid. For transparency, the information submitted by a bidder in the Electronic Forms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to REMCL in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

### **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Loggedin users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

## **SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*

**Additional DO'S AND DON'TS FOR BIDDERS Participating in e- Reverse Auction**

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

**Minimum Requirements at Bidder's End**

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above( preferably version 11.0)
- Digital Certificate(s) class-III signing.

## APPENDIX VI

### **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 bid 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 TCIL.
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 REMCL guidelines, shall be initiated by 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 '8' 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 bid document.
- e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and REMCL/NR.
- f) LOA shall be placed outside the TCIL 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 Annexure – V of 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, 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 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://www.tcil-india-electronictender.com>

**11. No queries shall be entertained while Reverse Auction is in progress.  
BUSINESS RULES OF REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in Section – 2 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	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	1 Hour
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 bid document and other correspondences, if any, till date.

