

**Request for Proposal (RFP)-**

**Price Bid**

**For Grid Connected Rooftop Solar PV Projects  
on Indian Railways**

**(No: REMCL/Rly /Roof Top/ 2018 /1 dt. 04.08.2018)**

**Railway Energy Management Company  
Limited**

**For**

**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 Zonal Railways of Quoted capacities as given in the Annex VI

Dear Sir,

Pursuant to your application in response to our Request for Qualification for the \_\_\_\_\_  
Zone of the above said project (the "RFQ"), you were short listed as a Bidder for  
\_\_\_\_\_Zone.

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.

Yours faithfully,

[Railway Energy Management Company Limited

(Signature, name and designation of the Signatory) ]

### **C. Disclaimer**

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 REMCL 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.

This RFP is not an agreement and is neither an offer nor invitation by the REMCL on behalf of Indian 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 REMCL /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.

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 REMCL/Railways accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The REMCL/Railways, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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.

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.

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.

The issue of this RFP does not imply that the REMCL/ 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 REMCL/ Railways reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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 at Pre-Bid Venue on.
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

## **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. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS).
- 1.3. **“Bids”** shall mean the Price Bid submitted by the Bidder along with all documents / credentials / attachments annexure etc., in response to the RFP, in accordance with the terms and conditions hereof.
- 1.4. **“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”.
- 1.5. **“Bid Security”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid at the RFP stage. The details will be provided to the qualified bidders at the RFP stage.
- 1.6. **“Bid Capacity”** shall means capacity offered to the bidder in this Bid under invitation.
- 1.7. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFQ as specified in Bid information Sheet.
- 1.8. **Bid Due Date** As defined in Bid Information Sheet and in RFQ
- 1.9. **Bidding Documents** As defined in RFQ
- 1.10. **“CEA”** shall mean Central Electricity Authority.
- 1.11. **Central Financial Assistance (CFA) (Not Applicable)**
- 1.12. **“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.
- 1.13. **“Competent Authority”** shall mean Chief Executive Officer (CEO) of R E M C L , himself and/or a person or group of persons nominated by GM for the mentioned purpose herein.
- 1.14. **“Commissioning”** means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RFQ.
- 1.15. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.16. **“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.
- 1.17. **Conflict of Interest** As defined in RFQ

- 1.18. **Consortium** As defined in RFQ
- 1.19. **“(CUF) Capacity Utilization Factor”** means the ratio of the annual output of the plant in kWh versus contracted plant capacity for number of days.  $CUF = \text{plant output in kWh} / (\text{contracted plant capacity in kWp (DC side)} * 365 \times 24)$
- 1.20. **“DBFOT”** Design, Built, Finance, Operate and Transfer.
- 1.21. **“Estimated Project Cost”** as defined in PPA. For the purpose of this RFQ, the cost will be considered as **Rs.60 / Wp** under MNRE notification No.30/11/2012-13/NSM dt.17<sup>th</sup> March 2017.
- 1.22. **“Financial Capacity”** As defined in RFQ
- 1.23. **“General Categories States/UTs”** is defined by MNRE as the states which are not special category states, North East States and islands (Andaman and Nicobar and Lakshadweep islands)
- 1.24. **“Government”** means Government of India
- 1.25. **"IEC"** shall mean specifications of International Electro-technical Commission.
- 1.26. **“Jt. Bidding Agreement”** As defined in RFQ
- 1.27. **"kWp"** shall mean Kilo-Watt Peak( Rated Power).
- 1.28. **"kWh"** shall mean Kilo-Watt-hour
- 1.29. **Lead Member** As defined in RFQ
- 1.30. **LOA** -Letter of Award
- 1.31. **"MNRE"** shall mean Ministry of New and Renewable Energy, Government of India
- 1.32. **“Maximum Bid Capacity”** shall mean the maximum capacity for which the Bidder can submit its Bid.
- 1.33. **“Member”** means Member of a Consortium
- 1.34. **“Net Metering”** shall mean arrangement under which rooftop solar system the system installed at eligible consumer premises delivers surplus electricity, if any, to the Distribution Licensee after off-setting the electricity supplied by distribution licensee during the applicable billing period.
- 1.35. **"O&M"** shall mean Operation & Comprehensive Maintenance of Rooftop Solar PV System
- 1.36. **“Power Purchase Agreement or Agreement”** means an Agreement executed hereof between Railways and SPD, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time; This will be supplemented along with the RFP document to the qualified bidders.
- 1.37. **“PPP model”** shall mean where the bidders intend to take a rooftop/sites

owned by Railways on mutually agreed terms and conditions from Railways and enters into the PPA with Railways for supply of Solar power for 25 years from the date of Commissioning of project as per the guidelines issued by Ministry of Finance (MoF) as per letter no. F.No. 1/4/2005-PPP dt:23.01.2006

- 1.38. **Re. or Rs. or INR** means Indian Rupee
- 1.39. **“Special Category States/UTs, Northeast states and islands”** shall mean the state of Jammu and Kashmir, Himachal Pradesh and Uttarakhand, North East States and Andaman and Nicobar and Lakshadweep islands as defined by MNRE.
- 1.40. **“SPD”** shall mean **Solar Power Developer** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Companies Act, 1956 or Companies Act 2013
- 1.41. **SPV** As defined in RFQ.
- 1.42. **“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.
- 1.43. **“Successful Bidder(s) /Contractor/Project Developers(s)”** shall mean the Bidder(s) selected by REMCL pursuant to this RFQ, for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFQ Documents, and to whom an LoA has been issued.
- 1.44. **“SNA”** shall mean State Nodal Agency.
- 1.45. **Technical Capacity** As defined in Clause 2.2.2 (A)
- 1.46. **“Total Project Cost”** means the capital cost incurred on construction and financing of the Project and shall be limited to the lowest of ;
- (a) The capital cost of the Project Assets as set forth in the Financial Package;
- (b) The actual capital cost of the Project Assets upon completion of the Project;’
- provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement;
- 1.47. **“Wp”** shall mean Watt Peak.
- 1.48. **“Zone/Zonal Railways”** means Zonal Railways covering the entire geographical area under that Zone as per the Railway Act 1989 as amended from time to time.
- 1.49. LOI- Letter of Intent

## **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

## 1. INTRODUCTION<sup>§</sup>

### 1.1

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

- 1.1.1 **Railway Energy Management Company Limited** (hereafter referred to as REMCL) **on behalf of Indian Railways (IR)** invites eligible Bidders to participate in the bidding process for **“IMPLEMENTATION OF 100 MW GRID CONNECTED ROOFTOP SOLAR PV SYSTEM AT OFFICE BUILDING/ RAILWAY STATIONS OF ZONAL RAILWAYS WITH THE OBJECTIVE OF GENERATING AND SUPPLYING ELECTRICITY TO APPROPRIATE RAILWAY INSTALLATIONS”**.

The detailed breakup of the project locations and their capacities of the respective Zonal Railway(s) are provided in Annex VII of the RFQ. The project is having aggregated capacity of 100 MWp herein after referred to as Contracted Capacity. The information on jurisdiction of Zonal Railways is given and can be accessed on their respective website. The bidder shall fill in the information in Annex VI of the RFQ for the respective Zonal Railways and its capacities. The generated solar power will be utilized solely by Zonal Railway(s) through net metering system (as per prevailing norms and regulations for Net Metering of respective states under Zonal Railways) for their respective locations under Zones. Bidders are requested to examine state policies of net metering, in case net metering is not permitted in a particular state, then Railway at its discretion may vary the required capacity of that state. The scheme aims to reduce the fossil fuel based electricity load on main grid and make building self-sustainable from the point of electricity, to the extent possible and as part of this endeavour, the Railways has decided to undertake development and operation/ maintenance of the 100 **MWp Solar Roof top** Project (the **“Project”**) through Public-Private Partnership (the **“PPP”**) on Design, Build, Finance, Operate and Transfer (the **“DBFOT”**) basis, and has, therefore, decided to carry out the bidding process for selection of Solar Power Developer (SPD) as the bidder to whom the Project may be awarded.

One bidder is allowed to quote for a particular Zonal Railway of his choice and/or for group of Zonal Railways i.e. more than one Zonal Railways. However it shall bid for the full quoted capacity of the Zonal Railways and not part capacity. For avoidance of doubt if a Zonal Railways have requirement of 3 MWp then the bid shall be for entire 3 MWp and not for the part capacity.

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#### <sup>§</sup> Instructions for Bidders

**Note 1:** Blank spaces contain formats that are to be used by the Bidders after the RFQ is issued. The information inside the curly brackets shall be suitably modified by the Bidders. (See Appendix-IV).

**Note 2:** Footnotes marked “\$” in the relevant Clauses of the RFQ are for guidance of the Bidders. In case of Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Bidders while submitting their respective Proposal. (See Appendix-IV).

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 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 Contracted Capacity as indicated in Annexure VII of RFQ against selected sites of Zonal Railways.

REMCL will evaluate the bids for Zonal Railway wise 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 be returned in unopened condition. The qualified bidders at RFP stage who has quoted the lowest tariff for a particular Zonal Railway would be declared as a successful bidder for that Zonal Railway(s). A single bidder can be declared as successful bidder in more than one Zone (s). For avoidance of doubt, if a bidders has quoted for in three zones and he is lowest in two zones, he would be declared as the successful bidder for those two Zones. The detail list of the selected sites of Zonal Railways is given in Annex VII of the RFQ.

The bidding process is also explained in detail under Overview of framework in RFQ document. The tender is having aggregated contracted capacity of 100 MWp Solar PV Power System. These capacities are spread across Zonal Railways . Bidders are required to submit offers as per the total tendered Capacity of respective Railway Zone as per site details mentioned in Annexure VII.

1.2.2. The sites or capacities indicated in Annex-VII of RFQ may likely vary during tender. However, Railways reserves the right to allow the installation of projects in any other site at its own discretion depending on the merit of the case, as per the provisions provided hereinafter. Zonal Railways may offer extra/ alternate new roof top space within the same state. Change of state for balance capacity, if any, will not be permitted under any circumstances.

1.2.3 During the Bidding Process, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project. Nodal officer for respective Zonal Railways shall be CEGE/CESE or its authorized representative of the respective Zonal Railway. REMCL/Railways holds no responsibilities for the correctness of the data and the data provided is indicative only.

Annex VII in RFQ provides indicative capacities. Bidder is required to economize the allocated space on the rooftop. In case the developer demonstrates that the capacity from the survey is lower than the indicated capacities for which the allocated roof top space is not adequate, Railways at its discretion may offer additional/ alternate new roof space. The additional or new space will be allocated in the same state where it was allocated first by Railways as indicated in Annex. VII of RFQ.

1.2.4 After the (LoA) the Bidder has to carry out a detailed survey of the sites and submit the Calculation and complete engineering document for the approval of Railways.

1.2.5 In this RFP, the term “Lowest Bidder” shall mean the bidder who is offering the lowest tariff (cost of per unit solar power). Please refer para 1.2.5 in RFQ.

1.2.6 In case Net metering is not permitted in a particular state, then Railway at its own discretion may vary the Contracted Capacity for locations in that states.

In case provision of Net Metering is not permitted beyond 1 MW capacity at a single metering point in any state, then the capacity of Solar Power Plant at locations of 1 MW and above at single metering points in such states may be reduced on mutually agreed terms between SPD and concerned zonal Railway. In case of non-agreement, the contract agreement/ LOA for that particular zone will be treated as null & void, without any liability & obligation on either party.

### 1.3 **SIZE OF THE PROJECTS**

1.3.1 Successful bidders to whom LoA has been issued will be allowed to submit proposal for approval and issue of sanction letter by Railways. Sanction letter will be issued for the total aggregate capacity submitted by the bidder for approval as per above.

## 1.4 **BID CAPACITY**

The Bidder shall apply for minimum 100% of Contracted capacity for selected Zonal Railways and indicate it in Annex VI of the RFQ. The detail list of Zonal Railways and their quoted capacities are given in the Annex VII of the RFQ.

- 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 Railways'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, in two separate envelopes with supporting documents packed in a bigger envelope on the Bid due date. The REMCL will first evaluate the technical and financial qualification submitted by the bidders. Only those bidders who meet the technical and financial eligibility under this stage (corresponding to RFQ stage) will have their price bids opened by the REMCL. The lowest bidder from among the price bids will be chosen as the successful bidder Please refer para 1.2.5 in RFQ.

The Bidder shall inter-alia take into account the following while preparing and submitting the Price Bid duly signed by an authorized signatory. The Bidder shall submit sealed Price Bid(s) in Annex to Appendix I.

The envelope shall be superscripted as "Price Bid for solar rooftop project"

## 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 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**

Bids are required to be submitted in a single sealed cover containing the qualification bid in response to RFQ and price bid/ financial offer in response to RFP. The Bidders have the option of sending their Bid by hand delivery or post only, so as to reach REMCL by the Bid Deadline. Bids submitted by telex/telegram/fax/e- mail etc shall not be considered under any circumstances. REMCL shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. The envelope containing the price bid shall not contain any other information. All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document Bidders shall submit the Bid in original, duly signed by the their authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by REMCL.

*If the Price bids is not transcript and sealed as per the specified requirement, REMCL will assume no responsibility for the Bid's misplacement or premature opening.*

The bid document shall be sealed properly & shall indicate the Name & address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite

certificates, drawings, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information. Any term / condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RFP document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

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>2</sup>. Subject to the provisions of Clause 2.1.3, 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 12 Lakhs/MW ( Twelve Lacs per MW of Quated capacity ) (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 may be mutually agreed between the REMCL and the Bidder 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

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<sup>2</sup> The Power Purchase Agreement should be provided along with the RFP.

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 100 MWp Solar Roof Top Project”.

### 1.10 Schedule of Bidding Process

The Railways shall endeavour to adhere to the following schedule:

<b>Event Description</b>	<b>Estimated Date</b>
Issue of combined RfQ and RfP Document	04.08.2018
Date of Receiving Queries	17.08.2018
Pre Bid Conference	29.08.2018
Response by REMCL to Queries raised, if any	12.09.2018
Bid Due Date (before 14:00 hrs)	26.09.2018
Opening (at 14:30 hrs)	26.09.2018
Validity of Bids	Till 180 days from bid due date
Last date of sale of bid document is 2 days before bid due date.	24.09.2018

<b>BID INFORMATION SHEET</b>	
<b>Document Description</b>	Document outlines the bidding process for Procurement of Project under PPP Model at selected sites of Railways.
<b>RFP No. &amp; Date</b>	RFP No: No: REMCL/Rly /Roof Top/ 2018 /1 dt. 04.08.2018
<b>Broad Scope</b>	Generate and Supply Power from Rooftop Solar PV systems under PPP Model. The SPD will be responsible for Design, Engineering, Procurement, Erection (including civil and structural works), Installation, Testing and Commissioning of the solar PV system(s) including Operation and Maintenance (O&M) of the system(s) for a period of 25 years after commissioning of project(s). The SPD will supply power based on a Power Purchase Agreement
<b>Performance Security (PBG)</b>	This PBG amount shall be furnished by the successful bidder directly to respective Zonal Railways after issue of Letter of Award (LOA) by REMCL.
<b>Name, Designation, Address and other details (For submission of Response to RFP)</b>	Chief Executive Officer / REMCL, Railway Energy Management Company Limited, Ground Floor, Central Wing, RITES Bhawan, Plot No.1, Sector-29, Gurgaon, -122001 Tel. No. :- 0124-2818748, 2818713 E-Mail ID:- <a href="mailto:abhishek@rites.com">abhishek@rites.com</a> , <a href="mailto:parul.rites@gmail.com">parul.rites@gmail.com</a> ,prashantsingh1565@gmail.com
<b>Important Note:-</b> Bidders are requested to remain updated for any notices / amendments/clarifications etc. to the RFP document through the website <a href="http://www.rites.com">www.rites.com</a> , <a href="http://www.remcl.in">www.remcl.in</a> . No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually.	
All the information related to this RFP shall be updated in the RITES/ REMCL website <a href="http://www.remcl.in">www.remcl.in</a> / <a href="http://www.rites.com">www.rites.com</a>	

### 1.11. Pre-Bid Conference details

The date, time and venue of the Pre-Bid Conference shall be: 11:00 hrs

Date: 29.08.2018

Time: Venue: Railway Energy Management Company Limited,  
RITES Bhawan, No.1 ,

**SECTOR-29, GURGAON-122001**

## **1.12.CLARIFICATIONS**

- 1.12.1 The REMCL will not enter into any correspondence with the Bidders, except to furnish clarifications on RFQ and RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFQ and RFP in writing, through a letter or by fax (and also soft copy by e-mail) to reach REMCL at the address, date and time mentioned in Bid information sheet. The Project location(s) are as provided in Annexure VII of RFQ having an aggregated capacity of 100 MWp herein after referred to as contracted capacity.
- 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 REMCL 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 [www.rites.com](http://www.rites.com), & [www.remcl.in](http://www.remcl.in)

## 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 data 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 data Report 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. 12 lakh per MW (Rupees Twelve Lakhs per MW) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Railways, 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 as may be mutually agreed between the REMCL/Railways and the Bidder. 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 Date of LoA 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–III 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–IV 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 REMC/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 Capacity and/ or Financial Capacity 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 occurs 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

- 2.7.2 The draft PPA and the Site data 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 in accordance with Clause 1.2.10. 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 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The REMCL will forward all the queries and its responses thereto, to all 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 Addenda.
- 2.9.2 Any Addendum or Corrigendum issued hereunder will be uploaded on 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 Railways may, in its sole discretion, extend the Bid Due Date<sup>5</sup>.

## **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 shall be placed in a separate envelope and marked as "Enclosures of the Bid". The documents shall include:
  - (a) Bid Security in the format at Appendix-II;
  - (b) Power of Attorney for signing of Bid in the format at Appendix-III of RFQ;
  - (c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV of RFQ; and
  - (d) A copy of the PPA with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.

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<sup>5</sup> While extending the Bid Due Date on account of an addendum, REMCL shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

Please refer Annex IX of RFQ on the list of submittals along with RFQ and RFP.

2.11.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked "Copy of Documents".

2.11.4 The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the envelopes shall clearly bear the following identification:

**"Price Bid for the Solar Rooftop Project"**

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

NOTE: If a bidder is submitting their offer for different Zonal Railway(s), then separate sheet (price bid- Annex I and Annex II of Appendix I in RFP) for each individual Zonal Railways is required to be submitted and all should be placed in separate sealed envelope with the name of Zonal Railways and bidders name on the respective envelope. However financial offers of qualified bidders at RFQ stage will only be opened and the financial bids of unqualified bidders would be returned in sealed condition.

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-  
2818748,713, 733

E-MAIL ADDRESS abhishek@rites.com,  
parul.rites@gmail.com  
prashantsingh1565@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 and the location/Zonal Railway, project capacity for which the tariff is quoted. 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 Generally, the Project will be awarded to the Bidder quoting the lowest tariff for the full capacity of the Zonal Railway.

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

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 Railways 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 Railways 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 12 lakhs/MWp in the form of a bank guarantee issued by a nationalised 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 may be mutually agreed between the REMCL and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised 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 12.0 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 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, 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. The REMCL may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the PPA.
- 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 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the 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 Clause 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 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.

### 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, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

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 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest bid in terms of solar electricity tariff in Rs./ kWh for a particular Zonal Railways, (Please refer para 1.2.5 in RFQ) shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). REMCL will evaluate the bids Zonal Railway wise based on the technical and financial eligibility illustrated

under clause 2.2.2- A and 2.2.2- B, of this RFQ document.. Only those bidders who meet the technical and financial eligibility under this stage (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. The qualified bidders at RFP stage who has quoted the lowest tariff for a particular Zonal Railway would be declared as a successful bidder for that Zonal Railway(s). A single bidder can be declared as successful bidder in more than one Zone (s). For avoidance of doubt, if a bidders has quoted in three zones(CR,NR,ER) and he is lowest in two zones(CR, NR), he would be declared as the successful bidder for those two Zones(CR, NR).

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.

- 3.3.2 In the event that two or more Bidders quote the same tariff (the “**Tie Bidders**”), 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 for each Category of CFA if any & Zonal Railway Wise.
5. 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) Category of CFA if any
  - (d) Name of Zonal Railway
  - (e) Capacity Quoted in MWp
  - (f) Tariff Quoted in Rs /KWh
6. 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.
7. The draw slips shall be given 2 folds (1 length wise & 1 width wise). All the draw slips of particular Category of CFA, if any, for respective Zonal Railways shall then be put in a draw box (Card Board Box), which shall be sealed thereafter.
8. Opportunity will be given to each tie bidders to shake the draw box for 30 seconds maximum.

9. 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 for each Category/Zonal Railway 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 After Evaluation of price bids ( RFP), REMCL shall intimate successful bidders by way of issuing an Letter of Intent (LOI), stating details of Zones & Capacity proposed for award and advising submission of Rs 75,000/- per MW( Seventy five thousand) of the awarded capacity from successful bidder as REMCL fee. 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 fee @ Rs 75,000/- per MW, 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, it shall clause the SPD to execute the PPA within the period prescribed in Schedule N of PPA.

### **3.3.7 Central Financial Assistance- Special Conditions –Not applicable**

### **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 including Grid connectivity.

### **3.3.9. Bid Security and Processing fee submission:**

Bid Security shall be submitted in a separate envelope (along with Processing fee) superscripted with name of Zones for which Bid is being quoted & other details.

### **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. Eligibility of Stand-Alone systems**

Standalone system is not allowed under this scheme. The system should be grid interactive.

### **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 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 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 PPA. The Bidder who offers the lowest tariff shall ordinarily be the Selected Bidder.

## 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 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 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 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 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

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 Solar roof top tender

REMCL/ Railways reserves 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.

. Any project on which projects has been installed or commissioned before the issue of LoA shall be construed as fraudulent activity in which case Successful bidder(s) may be debarred from participating in Railways’ future tender for a period as decided by the Competent authority.

## 5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Railways has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 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 and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
  - (b) the RFQ.
- i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.
- 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 Zonal 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 Zonal Railways.

## Appendices

**APPENDIX I**

**Letter Comprising the Bid**

**Tender No:.....**

**date**

**d** \_\_\_\_\_

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 “IMPLEMENTATION OF SOLAR PV ROOF TOP SYSTEM IN RAILWAYS”**

Dear Sir,

We, the undersigned...[insert name of the 'Bidder'] having read, examined and understood in detail the RFP Document for Tender No. ....**“IMPLEMENTATION OF GRID CONNECTED SOLAR PV SYSTEM AT OFFICE BUILDING/ RAILWAY STATIONS OF RAILWAYS WITH THE OBJECTIVE OF GENERATING AND SUPPLYING ENERGY TO RAILWAY INSTALLATIONS”**. for the \_\_\_\_\_ (Zonal Railway) of capacities as indicated in Annex VI in RFQ” in India 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 initialed 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>f</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 Capacity and Financial Capacity 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 Capacity and/ or Financial Capacity 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 rooftop 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. The bid security shall be made in the name of REMCL for the respective capacities as indicated under Annex VI of RFQ.
  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:§
-

*Tariff (Rs/kWh) for the proposed solar rooftop for the Zone.....* -  
.....Rs/kWh.

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

**ANNEX-I**  
**Format for Information by Bidders**

Appendix I

Annex-I

**(To be submitted as part of Price Bid)** Tender No:REMCL/Rly/Roof Top/2017/2  
dated:-

Description of the project:

**Generate and Supply Power from Rooftop Solar PV systems under PPP Model. The SPD will be responsible for Design, Engineering, Procurement, Erection (including civil and structural works), Installation, Testing and Commissioning of the solar PV system(s) including Operation and Maintenance (O&M) of the system(s) for a period of 25 years after commissioning of project(s).**

Below table shall be filled for the Zonal Railways as indicated in Annex VI in the RFQ. The details of the Zonal railways and **Approx. total Capacity in kWp** shall be referred from Annex VII of the RFQ.

S.No	Name of the Zonal Railways	Total Capacity in kWp	Total project cost excluding O&M for the scope of work as per Bid document (Rs./ MWp)	Tariff (Rs/kWh)	Guaranteed generation (in kWh) at Minimum CUF of 15 % in KWh for General Categories state and 13.5 % for special category state.
1					

Date: .....

Signature:..... Place: ..... Printed

Name..... Business Address:

Designation:.....

.....

Country of Incorporation:

(Common Seal).....

(State or Province to be indicated)

**Covering Letter**

(The covering letter should be on the Letter Head of the Bidding Company)

NOTE: If a bidder is submitting their offer for different Zonal Railway(s), then separate sheet ( price bid) for each individual Zonal Railways is required to be submitted and all should be place in separate sealed envelope with the name of Zonal Railways and bidders name on the respective envelope.

**ANNEX-II**  
**Format for Information by Bidders**

Appendix I

Annex-II

Consolidated in Annex I of Appendix I.

**ANNEX-III**  
**General particulars of the Bidder**  
*To be submitted along with RFQ*

Appendix I  
Annex-III

**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	

**Annex IV**  
**Conditions of contract**

Appendix I  
Annex-IV

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 capacity as indicated in Annex VI of RFQ pursuant to the RFP 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)

**Annex-I of Appendix-II**  
**CHECK LIST FOR BANK GUARANTEES**  
*To be submitted along with RFQ*

SI.No.	Details of checks	YES/NO.
a)	Is the 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

### List of Project-specific provisions

#### A. Clauses with serially numbered Footnotes (Fn)

1. Letter of Invitation (Fn. 1)
2. Clause 1.1 (Fn. 2)
3. Clause 1.9 (Fn. 3) (Fn. 4)
4. Clause 3.3 (Fn. 5)

**\*Note:** The Clauses to which these Footnotes relate also include square parenthesis or asterisks which may be addressed simultaneously. Such square parenthesis or asterisks have not been listed in (B) or (C) below.