

Clarification Sheet regarding Bid Document

NIT No.: REMCL/Rly/Roof Top/2018/1 dt 04.08.2018

Subject: Implementation of Grid Connected Rooftop Solar PV Projects for Indian Railways.

Sr No.	Clause No./Provisions of Bid documents	Clarification
1.	Net Metering	Net Metering shall be done as per prevailing DISCOM norms.
2.	Sites having Asbestos roof	Refer Amendment no.1, where in the locations having asbestos roofs have removed and henceforth capacity has changed.
3.	RFQ clause no.1.1.1 of Introduction & RFP clause no.1.2.2 & 1.2.3	Change in Capacity is permitted; Railways at its discretion may offer additional/ alternate new roof space. Also as per clause 1.1.1 of Introduction of RFQ, Railway reserves the right to increase / decrease the Bidder (s) allocated capacity upto \pm 10% of the contracted capacity at its sole discretion at the time of signing of PPA.
4	RFQ clause no.2.2.8.	It is clarified the , Associate means , in relation to Bidder/ consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). <i>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 % of the voting shares of such person and with respect to a person which is not accompany or corporation, the power to direct the management and policies of such person by operation of law.</i>
5.	RFP clause no.1.2.6	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.
6.	Article 4, Clause no.4.2 , Damages for delay by Railways	In the event that (i) Railways does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in Schedule N, and (ii) the delay has not occurred as a result of breach of this Agreement by the SPD or due to Force Majeure, Railways shall pay to the SPD Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. Zonal Railways on basis of realistic assessment of situation can extend this time by the period of one and half month (1.5).

7.	RFP 2.20, clause no. 2.20. – Bid security	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
8.	Contact details of concerned site officials.	CEGE/ CESE contact details are provided in Amendment no.1 and other concerned site official details are provided in details list of Roof top sites as Appendix VII (a).
9.	Overview of the framework in RFQ –Signing of Power purchase Agreement	The successful bidder is required to sign Power Purchase Agreement (PPA) with the respective Zonal Railways for which it is issued the Letter of Award. The bidder may also be required to sign the PPA at Divisional level, if required.
10.	Article 6, 6.1.2 (r)- obligation of Railways	Zonal Railways shall appoint/ Nominate [Chief] Electrical Inspector to conduct pre commissioning test to ensure and certify the Safety Requirements. The safety certificate to this effect will be issued with the approval of EIG.
11.	Article 16 , 16.1 & 16.6 - Deemed Generation	<p>Railways will pay Deemed Generation for being unable to off take Solar Energy from the SPD unless covered by the force majeure.</p> <p>For the purpose of calculation of quantum of Deemed Generation (a) during Deemed Commissioning Period, Minimum CUF shall be applied to the nominal installed capacity of the Unit under Deemed Commissioning and (b) for the period after Commissioning, such period during which Railways failed to off take Electricity shall be divided into blocks of 15 minutes each and paid in blocks of 15 minutes.</p>
12.	Schedule C- Technical specifications and standards Clause no.I- The PV modules used should be made in India	Since the project does not have CFA, there is no restriction on made in India PV module.
13.	Schedule C- Clause no. XXVI- Display Board	Location of Display board shall be specified by Zonal Railways.
14	Article 29- Assignment and Charges, Clause 29.1 & 29. 2	<p>It is clarified that restraints set forth in clause 29.1, shall not applied to mortgages/pledges/hypothecation of goods/assets other than Project Assets.</p> <p>Project Assets does not cover solar roof top power system /project defined under clause 1.1 (iiiiii).</p> <p>Further clause 29.2 (c) permits assignment of rights, interest and obligations of SPD to or in favour of lenders representatives as nominee.</p>