

Table - 1

Amendment (1) in Bid Document for 100 MWp Roof Top Solar

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

S. No.	Document/ Clause	Topic	Description as per existing Clause	Amendment done/ To be read as
RFQ				
1	RfQ Clause no.1.23	Definitions & Abbreviations	“Estimated Project Cost” as defined in PPA. For the purpose of this RFQ, the cost will be considered as Rs.60 / Wp.	“Estimated Project Cost” as defined in PPA. For the purpose of this RFQ, the cost will be considered as Rs.53 / Wp.
2	RFQ clause 1.2.1	Breif Description of Bid document & Bidding process fee	The REMCL has adopted the “Bidding Process” Bidder shall pay to REMCL a sum of Rs 20,000/- (Rupees Twenty thousand) (non refundable) as the cost of the Bid Document. For the bidders submitting the Bid Document Fee before Pre-bid meeting would be required to obtain and submit receipt of the DD along with their bid. Both the Bid Document Fee & Bid Processing Fee	The REMCL has adopted the “Bidding Process” Bidder shall pay to REMCL a sum of Rs 20,000/- (Rupees Twenty thousand) (non refundable) as the cost of the Bid Document. For the bidders submitting the Bid Document Fee before Pre-bid meeting would be required to obtain and submit receipt of the DD along with their bid. The Bid Document Fee
3	RFQ clause 2.2.1 (c-i), RFP clause	Eligibility of Bidders	the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or an Associate thereof (or any shareholder thereof having a	the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder,its Member or an Associate thereof (or any

	2.1.14 (i)		shareholding of more than 5 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 per cent of the subscribed and paid up equity share capital thereof;	shareholder thereof having a shareholding of more than 50 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 50 per cent of the subscribed and paid up equity share capital thereof;
4	RFQ clause 2.2.2 (B)	Financial Capacity	<p>Case -1: If the bidder has quoted for one project in any Zonal Railway of 1 MWp then he must have total contract amount received or paid in Rupees during the last 3 financial years (i.e. current year and three previous financial years) preceding the Bid of the offered capacity which is equivalent to 150 % of 6 Crores for 1 MW (@ Rs 60 / Wp) i.e. Rs. 9.00 Crores.</p> <p>Case-2: “If the bidder has quoted for two projects in two different Zonal Railways having capacity of 1 MWp & 3 MWp and for another project in a Zonal Rly, having capacity of 2 MWp, among the quoted capacities MWp which is equivalent to 150% of Rs 18 Crores for 3 MW (@ Rs 60/ Wp) i.e Rs. 27 Crores.</p>	<p>Case -1: If the bidder has quoted for one project in any Zonal Railway of 1 MWp then he must have total contract amount received or paid in Rupees during the last 3 financial years (i.e. current year and three previous financial years) preceding the Bid of the offered capacity which is equivalent to 150 % of 5.3 Crores for 1 MW (@ Rs 53 / Wp) i.e. Rs. 7.95 Crores.</p> <p>Case-2: “If the bidder has quoted for two projects in two different Zonal Railways having capacity of 1 MWp & 3 MWp and for another project in a Zonal Rly, having capacity of 2 MWp, among the quoted capacities MWp which is equivalent to 150% of Rs 15.9 Crores for 3 MW (@ Rs 53/ Wp) i.e Rs. 23.85 Crores.</p>

5	RFQ clause 2.9.1	Clarifications	Bidders requiring any clarification on the RFQ may notify REMCL in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.11.	Bidders requiring any clarification on the RFQ may notify REMCL in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.10.
6	RFQ Appendix I, Annex-I	Particulars of Bidders	§ The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.6 (d) and instruction 4 at Annex-IV.	§ The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.5 (d) and instruction 4 at Annex-IV.
7	RFQ Appendix I, Annex-I- item no.6, S.No.3	The following information shall also be provided for the Bidder, including each Member of the Consortium	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?
8	RFQ Appendix I, Annex-II	Technical Capacity of the bidder	@ <i>Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.8. The list of projects commissioned along with a copy of the Commissioning certificate, Bills and Invoices demonstrating payment received for such commissioning works and Work order / Contract / Agreement / from the Client/Owner shall be submitted in support.</i>	@ <i>Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.8. The list of projects commissioned along with a copy of the Commissioning certificate, Bills and Invoices demonstrating payment received or paid for such commissioning works and Work order / Contract / Agreement / from the Client/Owner shall be</i>

				submitted in support.																																																													
9	RFQ Appendix I, Annex-III	Financial Capacity of the Bidder [@]	<p>[@] In addition to the provisions contained in the 2.2.3(iii), 2.2.11 and any other provision elsewhere in the bid document, bidder is required to furnish total contract amount received during current financial year preceding the bid due date duly certified by the statutory auditor.</p>				<p>[@] In addition to the provisions contained in the 2.2.3(ii), 2.2.11 and any other provision elsewhere in the bid document, bidder is required to furnish total contract amount received or paid during current financial year preceding the bid due date duly certified by the statutory auditor.</p>																																																										
10	RFQ Appendix I, Annex-III	Instructions-item no.6	Estimated Project Cost" as defined in PPA, For the purpose of this RFQ, the cost will be considered as Rs.60 / Wp.				Estimated Project Cost" as defined in PPA, For the purpose of this RFQ, the cost will be considered as Rs.53 / Wp.																																																										
11	RFQ Appendix I, Annex-VII	Zone Wise distribution of Quantity of Rooftop Capacity (Tentative)*:	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Zonal Railways</th> <th>Target capacity in MWp*</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>DLW</td> <td>2.94</td> <td rowspan="9">Location details attached</td> </tr> <tr> <td>2</td> <td>NR</td> <td>5.11</td> </tr> <tr> <td>3</td> <td>ECR</td> <td>7.75</td> </tr> <tr> <td>4</td> <td>RDSO</td> <td>1.08</td> </tr> <tr> <td>5</td> <td>NWR</td> <td>10.35</td> </tr> <tr> <td>6</td> <td>WCR</td> <td>7.7</td> </tr> <tr> <td>7</td> <td>CR</td> <td>13.17</td> </tr> <tr> <td>8</td> <td>ECoR</td> <td>5.3</td> </tr> <tr> <td>9</td> <td>NFR</td> <td>0.73</td> </tr> </tbody> </table>	Sr No	Zonal Railways	Target capacity in MWp*	Remarks	1	DLW	2.94	Location details attached	2	NR	5.11	3	ECR	7.75	4	RDSO	1.08	5	NWR	10.35	6	WCR	7.7	7	CR	13.17	8	ECoR	5.3	9	NFR	0.73	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Zonal Railways</th> <th>Target capacity in MWp*</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>DLW</td> <td>0</td> <td rowspan="8">Updated Location details attached as Appendix VII (a)</td> </tr> <tr> <td>2</td> <td>NR</td> <td>3.63</td> </tr> <tr> <td>3</td> <td>ECR</td> <td>6.86</td> </tr> <tr> <td>4</td> <td>RDSO</td> <td>1.08</td> </tr> <tr> <td>5</td> <td>NWR</td> <td>8.68</td> </tr> <tr> <td>6</td> <td>WCR</td> <td>7.63</td> </tr> <tr> <td>7</td> <td>CR</td> <td>9.51</td> </tr> <tr> <td>8</td> <td>ECoR</td> <td>5.3</td> </tr> </tbody> </table>	Sr No	Zonal Railways	Target capacity in MWp*	Remarks	1	DLW	0	Updated Location details attached as Appendix VII (a)	2	NR	3.63	3	ECR	6.86	4	RDSO	1.08	5	NWR	8.68	6	WCR	7.63	7	CR	9.51	8	ECoR	5.3
Sr No	Zonal Railways	Target capacity in MWp*	Remarks																																																														
1	DLW	2.94	Location details attached																																																														
2	NR	5.11																																																															
3	ECR	7.75																																																															
4	RDSO	1.08																																																															
5	NWR	10.35																																																															
6	WCR	7.7																																																															
7	CR	13.17																																																															
8	ECoR	5.3																																																															
9	NFR	0.73																																																															
Sr No	Zonal Railways	Target capacity in MWp*	Remarks																																																														
1	DLW	0	Updated Location details attached as Appendix VII (a)																																																														
2	NR	3.63																																																															
3	ECR	6.86																																																															
4	RDSO	1.08																																																															
5	NWR	8.68																																																															
6	WCR	7.63																																																															
7	CR	9.51																																																															
8	ECoR	5.3																																																															

			<table border="1"> <tr> <td>10</td> <td>SCR</td> <td>24.19</td> </tr> <tr> <td>11</td> <td>NER</td> <td>18.29</td> </tr> <tr> <td>12</td> <td>ER</td> <td>1.32</td> </tr> <tr> <td></td> <td>Total</td> <td>97.9</td> </tr> </table>	10	SCR	24.19	11	NER	18.29	12	ER	1.32		Total	97.9	<table border="1"> <tr> <td>9</td> <td>NFR</td> <td>0.73</td> </tr> <tr> <td>10</td> <td>SCR</td> <td>24.19</td> </tr> <tr> <td>11</td> <td>NER</td> <td>9.17</td> </tr> <tr> <td>12</td> <td>ER</td> <td>2.77</td> </tr> <tr> <td>13</td> <td>MR</td> <td>1.24</td> </tr> <tr> <td></td> <td>Total</td> <td>80.79</td> </tr> </table>	9	NFR	0.73	10	SCR	24.19	11	NER	9.17	12	ER	2.77	13	MR	1.24		Total	80.79
10	SCR	24.19																																
11	NER	18.29																																
12	ER	1.32																																
	Total	97.9																																
9	NFR	0.73																																
10	SCR	24.19																																
11	NER	9.17																																
12	ER	2.77																																
13	MR	1.24																																
	Total	80.79																																
12	RFQ Appendix I, Annex-VIII	Summary Sheet of Bid	Heading at Colum no.4 – Bid Processing Fee in Rs./DD. No. and bank name	Heading at Colum no.4 – Deleted																														
13	RFQ Appendix I, Annex-IX	List of Submittals along with RFQ and RFP	S.No.-2- Bid Processing Fee	S.No.-2- Deleted																														
14	RFQ – Appendix-II	Power of Attorney for signing of Bid	(Refer clause 2.2.5)	(Refer clause 2.2.4)																														
15	RFP Clause no.1.21	“Estimated Project Cost”	“ 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.17th March 2017.	“ Estimated Project Cost ” as defined in PPA. For the purpose of this RFQ, the cost will be considered as Rs.53 / Wp.																														
16	RFP Clause no.1.2.2	Brief Description of Bidding Process	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	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																														

			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.	per the provisions provided hereinafter. Zonal Railways may offer extra/alternate new roof top space within the same Zonal Railway.
17	RFP clause 2.20.4	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. 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.	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 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.. 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.
18	RFP – point	Disclaimer	The issue of this RFP does not imply that the Railways is bound to select a Bidder or to	The issue of this RFP does not imply that the REMCL/Railways is bound to

	no.10		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	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
19	RFP Clause no.2.16.1 –	Rejection of Bids	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.	Notwithstanding anything contained in this RFP, the REMCL / 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 REMCL / Railways rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
20	RFP Clause no.2.20.5	Bid Security	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.	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.

21	RFP Clause no.2.20.7	Bid Security	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.	The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the REMCL / Railways under the Bidding Documents and/ or under the PPA, or otherwise, if.
22	RFP Annex-I , Appendix I	Format for Information by Bidders	<u>(To be submitted as part of Price Bid)</u> Tender No: REMCL/Rly/Roof Top/2017/2 dated:-	<u>(To be submitted as part of Price Bid)</u> Tender No: REMCL/Rly/Roof Top/2018/1 dated:- 04.08.2018.
23	PPA ,Clause no.9.1.2 of Article 9	Performance Guarantee / Security	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Guarantee/Security is not provided by the SPD within timelines as per the Schedule N, Railways may encash the Bid Security and appropriate the proceeds thereof as damages,	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Guarantee/Security is not provided by the SPD within timelines as per the Schedule N, REMCL may encash the Bid Security and appropriate the proceeds thereof as damages,
24	Article 18, clause 18.3	Remote Display	SPD will arrange to install LED based display screens along with relevant hardware at 5 relevant stations and will develop relevant software programs which will display real time generation on a minute, hourly, daily, monthly and annual basis. The cost of development of these systems will have to be borne by the SPD.	SPD will arrange to install LED based display screens along with relevant hardware at 5 relevant stations along with high quality suitable PC as per advice of Zonal Railways and will develop relevant software programs which will display real time generation on a minute, hourly, daily, monthly and annual basis. The cost of development of these systems will have to be borne by the SPD.

25	Schedule C -XII-	Data Acquisition system / Plant Monitoring -II	Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC.	Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis to be provided. These data logger should be linked with the PC used for remote Display
26	Schedule I Clause 7.1	Termination	If the Railway Electrical Engineer determines that the status of the Project is such that its repair and rectification would require a larger amount than the sum set forth in Clause 36.2 , it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.	If the Railway Electrical Engineer determines that the status of the Project is such that its repair and rectification would require a larger amount than the sum set forth in Clause 27.2 , it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.
27	Schedule I Clause 7.1	Termination	The Railway Electrical Engineer shall inspect the Rail System once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the SPD under Article 36 , in respect of the defects or deficiencies specified therein.	The Railway Electrical Engineer shall inspect the Rail System once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the SPD under Article 28 , in respect of the defects or deficiencies specified therein.
28	Schedule L, Clause no. 3.2.3	SUBSTITUTION AGREEMENT	At any time after the Lenders Representative has issued a Notice of Financial Default, it may by notice require Railways to suspend all the rights of the SPD and undertake the operation and maintenance of the Project in accordance with the provisions of Article 36 of the Power Purchase Agreement, and upon receipt of such notice, Railways shall undertake Suspension under and in accordance with the provisions of the Power Purchase Agreement.	At any time after the Lenders Representative has issued a Notice of Financial Default, it may by notice require Railways to suspend all the rights of the SPD and undertake the operation and maintenance of the Project in accordance with the provisions of Article 27 of the Power Purchase Agreement, and upon receipt of such notice, Railways shall undertake Suspension under and in accordance with the provisions of the Power Purchase Agreement.

29	Schedule N, point no.5	Timelines	Particulars	Timeline /Date	Total % capacity of work completed (Cumulative)	Particulars	Timelin e/Date	Total % capacity of work complete d (Cumulati ve)
			Financial Closure – SPD to execute & procure execution of ESCROW agreement.	ED + 90 days	15%	Deleted		
30	Schedule N, point no.7	Timelines	Particulars	Timeline/ Date	Total % capacity of work completed (Cumulati ve)	Particulars	Timeline /Date	Total % capacity of work complete d (Cumulati ve)
			SPD to execute the Financing Agreements and delivered to Railways 3 (three) true copies thereof, duly attested by a Director of the SPD	ED + 180 days	15% (5 to 8 activities)	a. SPD to execute the Financing Agreements and delivered to Railways 3 (three) true copies thereof, duly attested by a Director of the SPD.	ED + 180 days	15% (6 to 8 activities)

									b.SP D to execute & procure execution of ESCROW agreement.		
31	Schedule N, point no.10 & 11	Timelines	SPD to apply for net metering related work on the behalf of Railways with the concerned DISCOM	ED + 30 days		SPD to apply for net metering related work on the behalf of Railways with the concerned DISCOM	ED + 90 days				
			SPD to identify & finalize all required steps as per the concerned DISCOM	ED + 60 days		SPD to identify & finalize all required steps as per the concerned DISCOM	ED + 120 days				