



REMC Limited

[Formerly known as Railway Energy Management Co. Ltd. (REMCL)]

(A Joint Venture (JV) company of Ministry of Railways and RITES Ltd)

Ministry of Railways Government of India

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Request for Selection (RfS) Document

for

**Setting up of 740 MW Land Based Solar PV Power plant on
Railway Land
under Tariff Based Competitive Bidding**

RfS No. [REMCL/CO/Solar/Phase-I/2021](#)

Dated: 04/06/2021

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DISCLAIMER

The information contained in this Request for Selection document (the “RFS”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by REMC Ltd. or on behalf of Railways or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFS and such other terms and conditions subject to which such information is provided.

This RFS is not an agreement and is neither an offer nor invitation by REMC Ltd./ Railways to the prospective Bidders or any other person. The purpose of this RFS is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFS (the “Bid”). This RFS includes statements, which reflect various assumptions and assessments arrived at by REMC Ltd./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 RFS may not be appropriate for all persons, and it is not possible for REMC Ltd./Railways, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFS. The assumptions, assessments, statements and information contained in this RFS 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 RFS and obtain independent advice from appropriate sources.

Information provided in this RFS 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 REMC Ltd./Railways accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The REMC Ltd./Railways, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, 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 RFS or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFS and any assessment, assumption, statement or information contained therein or deemed to form part of this RFS or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.

The REMC Ltd./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 RFS.

The REMC Ltd./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 RFS.

The issue of this RFS does not imply that REMC Ltd./Railways is bound to select and short-list pre-qualified Bids for Price Bid Stage or to appoint the selected Bidder, as the case may be, for the Project and REMC Ltd./Railways reserves the right to reject all or any of the Bids without assigning any reasons 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 REMC Ltd./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 REMC Ltd./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.

Place: Gurugram

Date:

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of Solar Power Developers for Setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding	
(B)	RfS NO. & DATE	RfS No. REMCL/CO/Solar/Phase-I/2021 Dated: 04/06/2021	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input style="width: 50px; height: 20px;" type="text"/>
		TWO BID SYSTEM	<input style="width: 50px; height: 20px; text-align: center;" type="text" value="Yes"/>
(D)	TYPE OF RfS/ TENDER	E-TENDER	<input style="width: 50px; height: 20px; text-align: center;" type="text" value="Yes"/>
		MANUAL	<input style="width: 50px; height: 20px;" type="text"/>
(E)	BID PROCESSING FEE	APPLICABLE	<input style="width: 50px; height: 20px; text-align: center;" type="text" value="Yes"/>
		NOT APPLICABLE	<input style="width: 50px; height: 20px;" type="text"/>
		<p>Rs. 75,000/- per MW +18% GST (or as applicable rate on date of submission) to be submitted either through NEFT/RTGS transfer in the account of REMC Ltd. (Axis Bank A/c no.913020000871191, IFSC Code-UTIB0000131, Branch- DLF, GURGAON), or in the form of DD/Pay Order in favour of "REMC Ltd.", payable at Gurugram (Haryana) after issue of Letter of Intent (LOI) & before issue of Letter of Award (LOA).</p>	

(F)	EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="660 232 1217 432"> <tr> <td data-bbox="660 232 952 331">APPLICABLE</td> <td data-bbox="952 232 1217 331">Yes</td> </tr> <tr> <td data-bbox="660 331 952 432">NOT APPLICABLE</td> <td data-bbox="952 331 1217 432"></td> </tr> </table> <p data-bbox="639 472 1410 577">Amount: INR 4,00,000/- (Indian Rupees Four Lakhs) per MW per package to be submitted in the form of Bank Guarantee along with the Response to RfS.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(G)	PERFORMANCE BANK GUARANTEE	<table border="1" data-bbox="660 607 1217 806"> <tr> <td data-bbox="660 607 952 705">APPLICABLE</td> <td data-bbox="952 607 1217 705">Yes</td> </tr> <tr> <td data-bbox="660 705 952 806">NOT APPLICABLE</td> <td data-bbox="952 705 1217 806"></td> </tr> </table> <p data-bbox="639 831 1410 898">Amount: INR 8,00,000/MW- (Indian Rupees Eight Lakhs) per MW per package.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Shall be notified in due course on ISN-ETS portal.				
(I)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal				
(J)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal				
(K)	e-Reverse Auction (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.				
(L)	CONTACT DETAILS OF ISN-ETS Portal	<p data-bbox="639 1429 1246 1462">M/s. ElectronicTender.com (India) Pvt. Ltd.</p> <p data-bbox="639 1473 778 1507">Gurugram</p> <p data-bbox="639 1518 1378 1630">Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays)</p> <p data-bbox="639 1641 1018 1675">Email: support@isn-ets.com</p>				
(M)	Name, Designation, Address and other details (For Submission of Response to RfS)	<p data-bbox="639 1760 1251 1951">CEO, REMC Limited Ground Floor, Centre Wing, RITES Bhawan, 1, Sector-29, Gurugram-122001, Haryana Email : remcl@rites.com</p>				

(N)	<p>Details of persons to be contacted in case of any assistance required</p>	<ol style="list-style-type: none"> 1. Shri Rupesh Kumar General Manager Phone (Off):0124-2818750 E-mail: gmremcl@gmail.com 2. Shri Abhishek Sr. DGM Phone (Off):0124-2818748 E-mail: abhishek@rites.com 3. Shri Prashant Singh Astt. Manager Phone (Off):0124-2818752 E-mail: prashant@rites.com 4. Ms. Swati Das Engineer Phone (Off):0124-2818793 E-mail: swatiremcl@gmail.com 				
(O)	<p>COMPLETION/ CONTRACT PERIOD</p>	<p>As mentioned in RfS Document</p>				
(P)	<p>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)</p>	<table border="1" data-bbox="662 1099 1217 1312"> <tr> <td data-bbox="662 1099 954 1216">APPLICABLE</td> <td data-bbox="954 1099 1217 1216">Yes</td> </tr> <tr> <td data-bbox="662 1216 954 1312">NOT APPLICABLE</td> <td data-bbox="954 1216 1217 1312"></td> </tr> </table> <p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted either through NEFT/ RTGS transfer in the account of REMC Ltd. (Axis Bank A/c no.913020000871191, IFSC Code- UTIB0000131, Branch- DLF, GURGAON), or in the form of DD/ Pay Order along with the response to RfS in favour of “ REMC Ltd.”, payable at Gurugram (Haryana)</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						

1. Bids must be submitted strictly in accordance with Section-III, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the RfS document.
2. Bidder(s) are advised to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) if any from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
5. Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites [**https://www.bharat-electronictender.com**](https://www.bharat-electronictender.com). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated and the details only will be available from [**https://www.bharat-electronictender.com**](https://www.bharat-electronictender.com).

Section – I
DEFINITIONS OF
TERMS

Following terms used in the documents will carry the meaning and interpretations as described below:

1. **ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
2. **"AFFILIATE"** shall mean a company that, directly or indirectly,
 - i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
3. **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA;
4. **"Authorization letter"** shall mean the letter issued by REMC Ltd. to the successful Bidder authorizing him to construct foundations and erect the Solar Power Plant on full or part of the said land.
5. **"Awarded Capacity"** shall mean the Total aggregate capacity in MW proposed to be awarded by REMC Ltd. to the successful Bidder through this bidding process as per terms and conditions specified therein.
6. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS).
7. **"Bid Capacity"** shall means capacity offered by the bidder in his Bid under invitation.
8. **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by REMC Ltd.
9. **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
10. **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this

RfS under a Consortium Agreement;

11. **“CAPACITY UTILIZATION FACTOR (CUF)”** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;
The CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;
12. **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
13. **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;
14. **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause no. 17, Section-III, Instructions to Bidders (ITB) of RfS Documents;
15. **“Commissioning”** : Means successful operation of the Project / Works by the Developer, for the purpose of carrying out Performance Test(s) as defined in Bid document or as per requirement of Applicable Commission/Agency/Railways.
The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into CTU / STU in line with the Commissioning procedures defined in the Bid document;
16. **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable;
17. **“Competent Authority”** shall mean Chief Executive Officer (CEO) of REMC Ltd, himself and/or a person or group of persons nominated by CEO/REMC Ltd for the mentioned purpose herein.
18. **“Consortium”** a group of entities (the “Consortium”), coming together to implement the Project.
19. **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12

months beginning on 1st April and ending on 31st March provided that:

- i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
20. **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with Railways for supply by the SPD to Railways at the Delivery Point from the Project, and shall be equal to the Project Capacity as defined;
21. **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
22. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
23. **“DAY”** shall mean calendar day;
24. **“EFFECTIVE DATE”** shall mean the date of the issuance of Authorisation Letter to the SPD for authorizing Use of Land by SPD;
25. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;
26. **“Estimated Project Cost”** Not used.
27. **“FINANCIAL CLOSURE”** or **“PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
28. **“Government”** shall mean the Government of India.
29. **“GROUP COMPANY”** of a Company means
- i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
 - iii. a Company in which the Company, directly or indirectly, has the power to direct or

cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

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

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

- 30. **“GUIDELINES”** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by the Ministry of Power vide Resolution dated 03.08.2017 including subsequent amendments and clarifications thereof.
- 31. **“HOST STATE”** shall mean the State in which the Solar Power Projects are to be set up;
- 32. **“IEC”** shall mean specifications of International Electro-technical Commission.
- 33. **“Indian Railways/ Railways/ Nodal Railways/ Zone/Zonal Railways/Railway Training Institutes”**: Shall means Zonal Railways covering the entire geographical area under that Zone as per the Railway Act 1989 as amended from time to time. The words “Zonal Railways” and “Railways” have been used interchangeably in RFS & PPA.
- 34. **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the point or points at the appropriate voltage level of the CTU/STU Sub-station including the dedicated transmission line connecting the solar power Projects with the substation system as specified in the RfS document. Metering shall be done at this

interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

35. **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);
36. **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium. Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;
37. **“LETTER OF AWARD”** or **“LOA”** shall mean the letter issued by REMC Ltd. to the selected Bidder for award of the Project;
38. **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
39. **“LLC”** shall mean Limited Liability Company;
40. **“Maximum Bid Capacity/ Bid Capacity”** shall mean the capacity for which the Bidder can submit its Bid.
41. **“MEMBER IN A BIDDING CONSORTIUM”** or **“MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
42. **“MONTH”** shall mean calendar month;
43. **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013;
44. Not Used ;
45. **“O&M”** shall mean Operation & Comprehensive Maintenance of Solar PV System;
46. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;
47. **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
48. **“PGCIL”** or **“POWERGRID”** shall mean Powergrid Corporation of India Limited.

49. **“POOLING SUBSTATION/ POOLING POINT”** shall mean a point where more than one Solar PV Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPD(s) to get connected to the Delivery Point. The voltage level for such common line shall be 33kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the Delivery Point. The voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.
50. **“POWER PROJECT”** or **“SOLAR PROJECT”** or **“PROJECT”** shall mean the solar power generation facility comprising single/multiple units at single/multiple locations, having a single/multiple point (s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering. The Project shall include all units/modules and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to Railways;
51. **“Power Purchase Agreement (PPA) or Agreement”** means an Agreement executed hereof between Nodal Railways and SPD, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time; This is supplemented along with the RFS document.
52. **“PPP model”** shall mean where the bidders intend to take a site owned by Railways on mutually agreed terms and conditions from Railways and enters into the PPA with Railways for supply of Solar power for 25 years from the date of Commissioning of project as per the guidelines issued by Ministry of Finance (MoF) vide letter no. F.No. 1/4/2005-PPP dt: 23.01.2006 with latest revisions.
53. **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the Delivery Point

that can be scheduled on which the Power Purchase Agreement shall be signed.

54. **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA.
55. **“PROJECT DEVELOPER”** or **“DEVELOPER”** or **“SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by REMC Ltd. (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with Railways.
56. **“PROJECT LOCATION”** shall mean the area identified by the REMC Ltd./ Railways, comprising vacant railway land Parcels of Indian Railways, where the Project is being implemented.
57. **“Railway Traction System”** shall mean 220 kV/ 132 kV/ 110 kV / 66 kV / 25 kV Railway transmission line / Traction Sub Station (TSS) / Sectioning & Paralleling Post (SP) / Sub-Sectioning & Paralleling Post (SSP) / Over Head Equipment (OHE).
58. **“Re. or Rs. or INR”** means Indian Rupee.
59. **“REMC Ltd”** shall mean the JV company of Ministry of Railways & RITES Limited earlier known as Railway Energy Management Company Limited (REMCL).
60. **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by REMC Ltd including standard Power Purchase Agreement, along with all attachments, clarifications and amendments thereof vide this RfS No. REMCL/CO/Solar/Phase-I/2021 Dated: 04/06/2021
61. **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 16, Section-III of the RfS;
62. **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.
63. **“SNA”** shall mean State Nodal Agency.
64. **“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology.
65. **“SPD”** shall mean Solar Power Developer, a Corporate Entity and Company incorporated by the bidder as per Indian Laws in accordance with Companies Act,

1956 or Companies Act 2013, selected as successful bidder as an outcome of tendering process declared by REMC Ltd.

66. **“SPV”** shall mean Special Purpose Vehicle.
67. **“STATE TRANSMISSION UTILITY”** or **“STU”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.
68. **“STU”** shall mean State Transmission Utility.
69. **“Successful Bidder (s) /Contractor/Project Developers (s)/Developer ”** shall mean the Bidder(s) selected by REMC Ltd. pursuant to this RFS, for Implementation of Grid Connected Solar PV System as per the terms of the bid document (RFS /PPA), and to whom a LOA has been issued by REMC Ltd.
70. **“TOE”** shall mean Tender Opening Event.
71. **Total Project Cost”** Not Used;
72. **“TRADING MARGIN”** : Not Used;
73. **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;
74. **“WEEK”** shall mean calendar week;

Section – II
INVITATION FOR
BIDS (IFB)

INVITATION FOR BIDS

(IFB) FOR

(SINGLE STAGE TWO ENVELOPE BIDDING) **under e-Tendering**

1.0 Indian Railways is engaged in the business of running freight and passenger train services in the country. Presently Railway is taking power as Deemed Licensee in many states. Accordingly, Railways endeavor to source solar power by establishing solar plants on vacant Railway land through “Tariff Based Competitive Bidding” to utilize renewable energy as well as to meet its Solar Purchase Obligations (SPO).

REMC Ltd “RAILWAY ENERGY MANAGEMENT COMPANY LIMITED” is a Joint Venture (JV) company of India Railways (49%) and RITES Ltd. (51%), hereinafter referred to as “REMC Ltd.”, having its registered office at Core-1, 12th Floor, SCOPE Minar, Laxmi Nagar, Delhi-110 092 and Corporate office at RITES Bhawan, Ground Floor, Central Wing, Plot No. 1, Sector-29, Gurgaon-122 001. Ministry of Railways has designated REMC Ltd as Nodal Agency of Indian Railways for implementation of Renewable Energy Projects.

In the above backdrop, Indian Railways is planning to set up a ground mounted **land based** solar plant under “Tariff Based Competitive Bidding” through developer mode in vacant Railway land parcels. The power generated from this solar power plant would be required to be injected into the CTU / STU substation.

REMC Ltd. for & on behalf of Ministry of Railways invites eligible Bidders to participate in the bidding process for “ Setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding.” Bidders are encouraged to visit the site and assess the best available capacities from the given site(s), so as to maximize the generation within the given area.

All the activities related to bid process management starting from publishing of the bid document (RFS/PPA) till award of LOA to successful bidder will be done by REMC Ltd. on behalf of Indian Railways. Thereafter, the Power Purchase Agreements (PPA) shall be processed & signed by the respective nodal Zonal Railway with the successful Solar Power Developer. The day to day coordination during construction of Solar plants would be under Zonal Railways. REMC Ltd. will act as the Bid process

coordinator and manage the bid on behalf of Railways. REMC Ltd. shall also be associated in planning, scheduling and forecasting of power after commencement of power from the solar plants.

- 2.0 Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dated 03.08.2017. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Solar PV Power Projects, having size of 5 MW and above, through competitive bidding. This RfS document has been broadly prepared in line with the above Guidelines issued by MoP dated 03.08.2017, including subsequent amendments and clarifications.
- 3.0 With the vision of become green transporter with zero carbon emission, Indian Railways has envisioned to implement 20 GW Solar PV power plants on its vacant land parcels by 2030. To achieve above vision, REMC Ltd on behalf of Indian Railways wishes to invite proposals for setting up of grid connected Solar PV projects on vacant railway land parcels across various Zonal Railways on “Build Own Operate” (B-O-O) basis for an aggregate capacity of 740 MW. REMC Ltd. is acting as Bid Process Coordinator and Zonal Railways shall enter into a Power Purchase Agreement (PPA) with the successful Bidder selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS.
- 4.0 The bidding process will be a single stage two packet centralized bidding process carried out by REMC Ltd. on behalf of Nodal Railways. The bid document comprises of RfS and PPA. The bidders will submit one bid packet comprising of the technical and financial qualification & price bid envelope with supporting documents corresponding to the requirements of Request for Selection (RfS) on e-bidding portal on or before the Bid due date.

All the activities related to bid processing management starting from Uploading/ Publishing of NIT/ RfS/PPA till award of LOA to successful bidders will be done by REMC Ltd. on behalf of Indian Railways. Thereafter all activities related to execution of work will be carried out by respective Zonal Railways (ZR), including the Power Purchase Agreement signed with the respective developers. REMC Ltd. will act as the Bid Process Co-ordinator and manage the bid centrally on behalf of all Zonal

Railways. REMC Ltd.'s responsibility will cease after issue of LOA. REMC Ltd. does not hold any responsibility in case of any dispute or litigation arises in PPA and execution of work after issuance of LOA by REMC Ltd.

OVERVIEW OF THE RfS

- 5.0 Solar Power Developers (hereinafter referred to as SPDs) selected by REMC Ltd based on this RfS, shall set up Solar PV Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA).
- 6.0 Zonal Railways shall enter into PPA with successful SPDs for a period of 25 years from the date as per the provisions of PPA. The tariff quoted by the bidders shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of bid submission.

The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on REMC Ltd. / Railways for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. REMC Ltd. does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

- 7.0 Bidders shall submit their bid by offering a single tariff for each package, which shall be applicable for the entire term of the PPA.
- 8.0 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), Railways will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA. (reference Article 4.1.1 (g) of PPA)

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS

- 9.0 The total available/ proposed land for the project have been divided into various packages wherein each package have one or more than one land parcel. The

Projects to be selected under this RfS shall be of capacities as defined in the package details, with a cumulative capacity of 740 MW to be set up under the RfS. The Projects shall provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

10.0 Not Used

GUIDELINES FOR IMPLEMENTATION OF THE RfS

11.0 Not Used

12.0 REMCL has floated this RfS in the capacity of “ Bid Process Coordinator” and REMC Ltd./ Zonal Railways may develop a suitable monitoring mechanism, to analyse the performance of the project and carry out random checks to verify compliance of quality standards.

13.0 MNRE/Railways may also lay down conditions in order to meet forecasting and scheduling requirements by appropriate commission or such other requirements including partial storage, to improve power quality.

GENERAL

14.0 The complete RfS Documents are available at ISN-ETS portal **<https://www.bharat-electronictender.com>** . Interested bidders shall download the RfS Documents from the portal **<https://www.bharat-electronictender.com>** as per the provisions available therein.

15.0 Interested bidders have to necessarily register themselves on the portal **<https://www.bharat-electronictender.com>** through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN- ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this IFB from the office of REMC Ltd. at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely ***https://www.bharat-electronictender.com*** (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. REMC Ltd. in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

16.0 While submitting/ uploading the bids, the system through portal asks to key in the pass- phrase for encryption of the documents. The pass-phrase is required by REMC Ltd. for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass- phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, REMC Ltd. at its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, REMC Ltd. shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

17.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of the Contract. The respective rights of REMC Ltd./ Railways and the Bidder/ SPD shall be governed by the RfS Documents/ Contract signed between REMC Ltd./ Railways and the SPD for the package.

18.0 Bidders should submit their bid proposal online complete in all aspect on or before

last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), and as indicated in the Bid Information Sheet.

19.0 Bidder shall submit bid proposal along with non-refundable Document Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**

20.0 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ISN-ETS Portal (<https://www.bharat-electronictender.com>). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ISN-ETS website. **However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.**

21.0 In case the bidder submits the bid for more than one package, then separate EMD(s) in the form of BG for each package shall be furnished by the bidder along with the response to this RfS. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of REMC Ltd. (offline) whose mailing address is mentioned in the Bid Information Sheet.

22.0 The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.

23.0 REMC Ltd. shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.

24.0 **REMC Ltd. reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.**

INTERPRETATIONS

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

Section – III
INSTRUCTIONS TO
BIDDERS (ITB)

Preamble

This part (Section - III) of the RfS Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of REMC Ltd.. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section III) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RfS and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of REMC Ltd./ Indian Railways and Bidders/ Contractors shall be governed by the RfS Documents/ Contracts signed between REMC Ltd./ Indian Railways and the Bidder/SPDs.

Further in all matters arising out of the provisions of this Section - III and the RfS Documents, the laws of India shall be the governing laws subject to regulatory and adjudicatory jurisdiction of the Central Electricity Regulatory Commission and courts of New Delhi shall have exclusive jurisdiction.

1 OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the website of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com>.

Note: Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - C). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

2 COST OF DOCUMENTS & EARNEST MONEY DEPOSIT (EMD)

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with bid document fee (non- refundable) & EMD as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document through NEFT/RTGS (electronic transfer) & EMD in the form of bank

Guarantee along with response to this RfS, the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

The bank details of REMC Ltd are as follows :

Axis Bank

A/c. No. 913020000871191,

IFSC Code- UTIB0000131,

Branch- DLF, GURGAON

Bids submitted without cost of the RfS document and/ or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by REMC Ltd .

MSMEs (Micro, Small and Medium Enterprises) registered under Udyog Aadhaar only are exempted from submission of Cost of Tender Document & Earnest Money Deposit (EMD).

3 TOTAL CAPACITY OFFERED

Total capacity offered along with site details & connectivity details is provided as **Annexure -G**

4 PROJECT LOCATION

Please refer **Annexure- G**

5 PROJECT SCOPE & TECHNOLOGY SELECTION

Under this RfS, the SPD shall set up the Solar PV Project including dedicated transmission network up to the Interconnection/ Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/ or dedicated transmission network upto interconnection/ delivery point (including connectivity and LTA) including those required from State Government and local bodies shall be in the scope of the SPD. The Project to be selected under this RfS provides for deployment of PV Technology. However, the selection of Project would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers can be installed.

The SPD shall be required to follow the applicable rules regarding project

registration with the State Nodal Agency (SNA) in line with the provisions of the applicable policies/regulations of the State where the Project is being located. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

6 Not Used

7 CONNECTIVITY WITH THE GRID

7.1 Please refer Annexure – G & Section VI of RfS

7.2 The responsibility of getting connectivity with the transmission system owned by the STU/CTU, as may be required, will be of the SPD and shall be at the cost of the SPD. The transmission of power up to the Interconnection Point / Delivery Point where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the SPD, to be undertaken entirely at its cost and expense.

7.3 The arrangement of connectivity shall be made by the SPD through a dedicated transmission line for the individual Project or Pooled Projects, as the case may be. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to the Delivery Point will be borne by the SPD.

7.4 The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account thereof shall be borne by the SPD. Reactive power charges and charges against power drawn from grid as per CERC/ SERC regulations, shall be payable by SPD as per provisions of PPA.

7.5 Metering arrangement of each project shall have to be adhered to in line with relevant clause of PPA (refer Article-7 of PPA) . Wherever feasible, Two or more projects can be connected to a common pooling substation from which the pooled power can be transferred to the STU substation through a common transmission line subject to the following conditions:

- a) Acceptance of such an arrangement by STU/SLDC.
- b) The meters for each project at pooling substation are sealed by STU/Discom/ SLDC.

- c) Energy injected by each Project will be recorded and signed jointly by all Project owners and copies of the same will be submitted to Railways /CTU as required.
 - d) The energy accounts are divided and clearly demarcated for the power generated at solar project and are issued by the STU/SLDC/RPC concerned.
 - e) In case of Pooling substation, losses in the transmission line between the Pooling substation and the STU substation, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation.
- 7.6 The costs associated with this arrangement will also be borne by the SPD including the wheeling charges and losses up to the Interconnection Point. The SPDs may decide to share the cost of transmission charges and other associated charges from the Pooling Point up to the Interconnection Point, amongst themselves. SPDs shall have to get a certification regarding the losses in the common line from their respective STU/ any other transmission utility (if applicable).
- 7.7 The Railways will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point.
- 7.8 The SPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA (if applicable) and Connectivity. The scheduling of power from the project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account thereof shall be borne by the SPD. In order to remove potential discrepancies and ambiguities, the SPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the off taker side, as per the Regulations in force, under intimation to Railways. Railways/REMC Ltd. may facilitate in identification of any discrepancy and assist the SPD for its early rectification without any liability

on Railways/REMC Ltd. The SPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.9 The SPDs shall be required to apply for connectivity, along with all the required documents, at the identified substations within 30 days of Effective Date of PPA. At least 30 days prior to the proposed commissioning date, the SPD shall be required to submit the connectivity letter from the STU.

7.10 The SPD shall be required to follow the detailed Connectivity Procedure as per CTU/STU's guideline or procedure in vogue. The entire cost of transmission including cost of construction of line, maintenance, losses or any other charges as notified by CTU/STU etc. from the project up to and including at the interconnection point will be borne by the SPD. The Bidders are free to choose the CTU/STU substations for Interconnection of the Project to the Grid in the respective states. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

- i. Existing substations having available margin as indicated by the respective substation owner.
- ii. Existing substations/substations under construction where augmentation is under process or plans for augmentation have been announced & which are scheduled to be completed before Scheduled Commissioning Date (SCD) of the Project.

The SPDs shall be required to apply for connectivity at the identified substations within 30 days of Effective Date of PPA.

8 ENERGY SUPPLY BY SOLAR POWER DEVELOPER (refer Article 4.4 of PPA)

8.1 CRITERIA FOR ENERGY SUPPLY

The contracted capacity of the project can be revised based on selected SPD site analysis within 3 months from the effective date. Such proposal shall be submitted by the SPD along with the supporting analysis report to the respective nodal/zonal railways and the same shall be accepted by the nodal/zonal railways within 1 months from the date of submission of the documents. REMC Ltd shall facilitate the process.

The Bidders will declare the annual CUF of the Projects at the time of submission

of response to RfS, and the SPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by Railways to the extent of non-availability of grid/off- take constraints for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

8.2 SHORTFALL IN ENERGY SUPPLY

If for any Contract Year, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation provided in the PPA. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be equal to the amount payable (including RECs) by the Railways towards non - meeting of RPO, which shall ensure that the Railways is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff.

The reference to the compensation for shortfall to enable Railways for not meeting RPO is only a measure of damage. It shall not be construed that the compensation is payable by SPD only if the Railways are required to pay compensation for such not meeting of RPO or that the Nodal/zonal Railways or the SPD shall be required to prove or establish such payment of compensation for not meeting the RPO.

SPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the SPD for shortfall in generation is a genuine and accurate pre- estimation of the actual loss that will be suffered by Railways. SPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the Railways in each case specified under this Agreement.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with Railways, affecting supply of solar power by the SPD.

8.3 EXCESS GENERATION

Any excess generation over and above 10% of the upper limit of contracted energy as per the declared annual CUF, may be purchased by Zonal Railway at the tariff in term of as per Article 9, provided the Zonal Railway consents to purchase such power. While the SPD would be free to install the DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and/or repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than Zonal Railway. The SPD shall be required to intimate Zonal Railway about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 30 days prior to the proposed date of commencement of excess generation. Zonal Railway shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 15 days of receiving the above offer from the SPD.

However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

Any energy produced and flowing into the grid before Scheduled Commissioning

Date shall not be at the cost of Zonal Railway. Zonal Railway may agree to buy such power at a tariff as agreed to between SPD and the Zonal Railway as its own discretion.

8.4 OFFTAKE CONSTRAINTS DUE TO TRANSMISSION INFRASTRUCTURE/ GRID UNAVAILABILITY & BACKDOWN

- a. Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):** After the scheduled commissioning date, if the Project is ready in all respects including the dedicated transmission line to be established by the SPD to connect to the grid, but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable **to the Solar Power Developer, leading to offtake constraint, the provision for generation compensation is as follows.**

Transmission Constraint	Provision for Generation Compensation
If the Project is ready in all respects including the dedicated transmission line to be established by the SPD to connect to the grid, but the necessary power evacuation/ transmission infrastructure is not ready, leading to offtake constraint.	<p>a. The normative CUF of 19% (Nineteen Percent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 03 (Three) Contract Years, shall be procured by Railways at the PPA tariff so as to offset this loss.</p> <p>b. If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by Railways for compensating the generation loss.</p>

However, it is clarified that if the project is ready for commissioning prior to the Scheduled commissioning date, but the offtake is constrained because of inadequate/ incomplete power evacuation infrastructure, no compensation shall be permissible.

- b. Compensation in offtake constraint due to Grid Unavailability:** During the operation of the project, there can be some periods where the project can

generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Solar Power Developer. In such cases the generation compensation shall be addressed by Railways in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted), for Grid unavailability beyond 50 hours in a Contract Year:	<p><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by Railways at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

c. Offtake Constraints due to Backdown: The SPD and Buying Entity shall follow the forecasting and scheduling process as per the regulations in this regard by the CERC.

The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Developer shall be eligible for a Minimum Generation Compensation, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<p><i>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month)]X PPA Tariff</i></p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.</p>

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA)/SEA/JMR.

Note: Notwithstanding anything mentioned above, the provisions of Clause 8.4 of the RfS shall be applicable subject to the acceptance of the same by the respective Nodal/zonal Railways.

9 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

9.1 The Solar Power Developers are required to obtain all necessary clearances and permits as required for setting up the Solar Power Projects, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. Approval for water from the concerned authority (if applicable) required for the Project.
- d. Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, shall be required to be submitted to Railways prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPD shall submit an undertaking in this regard, and it shall be deemed that the SPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPD.

Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

10 EARNEST MONEY DEPOSIT (EMD)

10.1 Earnest Money Deposit (EMD) of INR 4,00,000/ MW per Package in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

10.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

10.3 REMC Ltd. has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by REMC Ltd. in terms of the guarantee as in the case of appropriation of the cash deposit lying with REMC Ltd.

10.4 Not used.

The phrase "Bank Guarantee (BG) towards/against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG) towards/against EMD"

11 PERFORMANCE BANK GUARANTEE (PBG)/ PAYMENT ON ORDER INSTRUMENT (POI)

11.1 Bidders selected by REMC Ltd. based on this RfS shall submit Performance Guarantee for a value @ **INR 8,00,000/ MW/Package** latest by at least 7 working days prior to signing of PPA (PPA signing date to be intimated by respective Zonal Railways). It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by REMC Ltd. to the successful Bidder. Non-submission of PBG within the above-mentioned timelines shall be treated as follows:

- a. Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month +18% GST levied on per day basis shall be paid by the SPD to Railways in addition to the PBG amount.

In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum +18% GST on pro-rata basis.

- b. Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the SPD shall be encashed by REMC Ltd. on advice of Zonal Railways or in its own motion and the Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

11.2 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the SPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order

Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by Railways within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Sl. 11.1. above, for the amount and validity period as per those in Sl. 11.1 above. In case the SPD chooses to submit POI, provisions with respect to delay in submission of the POI beyond the timeline stipulated at Sl. 11.1 above, will be applicable in this case too.

11.3 All Performance Bank Guarantees (PBGs) / Payment on Order Instruments (POIs) shall be submitted separately for each Package.

Note: The PBGs/POIs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG/POI may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG/POI issued in the name of the SPV, prior to signing of PPA.

11.4 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Section-IV, Clause C.1 (b) of the RfS.

11.5 The format of the Bank Guarantees prescribed in the Formats 7.3 A (EMD) and 7.3 B (PBG)/7.3 C (POI) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG/POI and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

Railways shall accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by Railways in terms of the guarantee as in the case of appropriation of the cash deposit

lying with Railways.

- 11.6** The Successful Bidder for the Project(s) selected based on this RfS is required to sign PPA with Railways within 30 days after the issue of LoA by REMC Ltd. In case, Railways offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per Clause No. 14, Section-III, Instructions to Bidders (ITB) of RfS documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD may be encashed by REMC Ltd. from the Bank Guarantee available with REMC Ltd. (i.e. EMD or PBG/POI) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the Successful Bidder expressly waives off its rights and objections, if any, in that respect.
- 11.7** The Bank Guarantees/POI have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 11.8** All expenditure towards execution of Bank Guarantees/POI such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to Axis bank IFSC: UTIB0000131, Client Name: REMC Ltd and a confirmation in this regard is received by REMC Ltd". Message Type: IFN760COV is to be used by the issuing bank. In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 11.9** In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 11.10** After the bidding process is over, REMC Ltd. shall in its best effort release the Bank Guarantees towards EMD of the unsuccessful Bidders within 21 days after the completion of e-Reverse Auction. The PBG of SPDs shall be returned to them by Zonal Railways, immediately after successful commissioning of their projects

as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause No. 17, Section-III, Instructions to Bidders (ITB) of RfS.

12 BID PROCESS CHARGES

After Evaluation of price bids and e-reverse auction, REMC Ltd. shall intimate successful bidder by way of issuing an Letter of Intent (LOI) and advising submission of **Rs 75,000/- per MW (Rupees Seventy Five Thousand Per MW)** for the awarded capacity towards REMC Ltd. Bidding Processing charges (Excluding GST @18%). Bid Processing Charges shall be payable in form of Demand Draft in favour of "REMC Limited" payable at Gurgaon or through NEFT/RTGS details given in Bid Information Sheet. After receipt of REMC Ltd. Bid Processing Charges, REMC Ltd. will issue the Letter of Award (LOA) to the successful bidder.

13 FORFEITURE OF EMD

The BG towards EMD shall be encashed by REMC Ltd. in following cases:

- 13.1** If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- 13.2** In case, REMC Ltd./Railways offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 14, Section-III, Instructions to Bidders (ITB) of RfS or does not execute the PPA within the stipulated time period;
- 13.3** If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- 13.4** If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause No. 11, Section-III, Instructions to Bidders (ITB) of RfS documents;

14 POWER PURCHASE AGREEMENT (PPA)

- 14.1** Zonal Railways shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of Power Purchase Agreement to be executed between Railways and the selected SPD will be made available on ISN-ETS portal <https://www.bharat-electronictender.com> . The PPA shall be signed within 30 (thirty) days from the date of issue of LoA (*for e.g. If the LoA is dated 20.03.2020, then the last date of signing of PPA shall be 19.04.2020*). PPA will be executed between Railways and selected bidder or its SPV(s), separately for each Package. The PPA shall be valid for a period of 25 years as per provisions of PPA.
- 14.2** The Performance Bank Guarantee/POI as per Clause 11 above and Bid Processing Charges as per Clause 12 above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA between Railways and the SPDs, Railways will verify the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. If at this stage it is found that the documents furnished by the Bidder are false/misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.
- 14.3** Successful bidders will have to submit the required documents to Railways within 20 days from the issue of LoA. In case of delay in submission of documents beyond the 20 days as mentioned above, Railways shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.
- 14.4** The Effective Date of the PPA shall then be the date of the issuance of Authorisation Letter to the SPD for authorizing Use of Land by SPD.
- 14.5** The SPDs will be free to reconfigure and/or repower the project from time to time during the PPA duration. However, Railways will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per Guidelines.
- 14.6** Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD & Railways.

15 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- (i) The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective date of the PPA is 07.03.2020, then scheduled Financial Closure date shall be 06.03.2021).
- (ii) At the stage of financial closure, the SPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the SPD shall submit a certificate/necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.
- (iii) Checklist of documents to be submitted at this stage is provided at Annexure-D of the RfS.
- (iv) In case of default in achieving above condition as may be applicable within the stipulated time, Railways shall be entitled to encash Performance Bank Guarantees/POIs and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the SPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of the SPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, Railways shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPDs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-Railways shall encash the PBG of the corresponding SPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of

such proposed delay period, the remaining amount deposited by the SPD shall be returned by Railways. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

(v) The SPD will have to submit the required documents to Railways at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, Railways shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

(vi) Successful Bidder will be authorized to construct foundation and erect solar plant as per scope of work defined in Bid document on vacant Railway Land parcel(s) by issue of Authorisation letter without any charge. Suitable Authorization letter/ will be issued by REMC Ltd. to Selected SPD and signed by the SPD with Nodal Railway/REMC Ltd.

In case of Railway Land if the Railways decides / wants to take back the land in which Solar Plant is being installed/ already installed and commissioned, Railways will provide suitable alternative site (s) having nearly similar insolation / CUF and connectivity with CTU/STU and bear the cost of transportation of the solar plant and the cost of deemed Generation as per the relevant provisions in PPA. Additionally, Railways shall also reimburse dismantling and re assembling costs, decided mutually at the time, to the developer for partly commissioned/already installed & commissioned plant.

16 COMMISSIONING

The Commissioning of the Project shall be carried out by the SPD in line with the procedure elaborated in draft PPA document (Commissioning Procedure at Annexure-A and Appendix-A-1 are for reference). Railways may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the Nodal Railways or any other appropriate agency after successful commissioning.

16.a PART COMMISSIONING- There can be part Commissioning of independent land parcels in a package if a package is consisting of more than one land parcels having different connectivity points. Part commissioning of the package shall mean that all equipment corresponding to the part capacity have been installed and commissioned and corresponding energy has flown into the grid. Part commissioning shall be applicable for packages having more than one land parcels. Each land parcels in a package can be commissioned independently. No partial commissioning of land parcel in a package is allowed.

16.b COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING

- a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **18 months** from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.10.2021).
- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on **6 months** after the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 07.10.2021, then the above deadline for Project commissioning shall be 07.04.2022).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 16.b.b above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: $PBG \text{ amount} \times (40/100) \times (18/180)$. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
- d. In case the Commissioning of the Project is delayed beyond the date as per Clause 16.b.b above, the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.
- e. Not used.

16.c DELAY IN COMMISSIONING ON ACCOUNT OF DELAY IN GRANT OF SYNCHRONIZATION /CHARGING PERMISSION – by STU/CTU

Synchronization Certificate is required to be submitted prior to commissioning of the Project. Subsequent to grant of connectivity, in case there is a delay in grant of Synchronization/Charging Permission by the STU/CTU or there is a delay in readiness of the STU/CTU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the CTU/STU's network (at & beyond interconnection point, disabling transmission & evacuation of power from Project) until SCD of the Project, and following are established by the SPD:

- (i) The SPD has complied with the complete application formalities as per Clause 7.10 above,
- (ii) The SPD has adhered to the applicable procedure in this regard as notified by the CTU/STU.

Under such condition, the delay in grant of Synchronization/charging permission and/or delay in readiness of the CTU/STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the CTU/STU's network will be considered as factors beyond the reasonable control of the SPD and SCD for such Projects shall be revised as the date as on 30th day subsequent to the readiness of the Delivery Point and power evacuation infrastructure. Decision on requisite extension on account of the above factor shall be taken by Railways on case to case basis after examining the issue.

16.d EARLY COMMISSIONING

If solar Project of a land parcel within a package/land parcels having same connectivity within a package/complete package is commissioned before Scheduled COD, Zonal Railways as its discretion may agree to purchase the generation at PPA Tariff.

In case of early commissioning SPD to give 2 months prior notice to Railways. Early part commissioning of the Project will be allowed solely at the risk and cost of the SPD, and Railways shall purchase the energy from such early commissioned Project at the 75%(seventy-five percent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCD, Railways may purchase the generation at PPA Tariff. Such intimation, such early commissioned capacity shall

be deemed to have been rejected by Zonal Railway. UCOD/COD of the Project under the PPA will be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project.

COD of the Project under the PPA will be declared as per Clause 17 below.

17 COMMERCIAL OPERATION DATE (COD)

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates

(a) Interconnection with Grid: This may be provided by the CTU/STU/ Discom on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

(b) Commissioning of the Project: This will be on a date, when the project meets the criteria defined for project commissioning. Railways may authorize any individual or committee or organization to declare the project commissioned on site.

Any energy produced and flowing into the grid before COD shall not be at the cost of Railways under this scheme and developers will be free to make short-term sale to any organization or individual. Railways at its sole discretion may agree to buy this power as a trader if they find it viable outside this RfS.

18 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

18.1 The Bidder shall provide complete information in their bid in reference to this RfS about its Promoters and upon issuance of LoA, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with Railways.

18.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as Change in shareholding as mentioned above:

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
4. Transfer of shares within the members of Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares.

18.3 In case of Project being executed through SPVs: The Selected Bidder executing the Project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD, except with the prior approval of REMC Ltd. /Railways. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after COD, except with the prior approval of Railways. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

18.4 In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year after the COD, except with the prior approval of Railways. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

18.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.

18.6 Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to Railways. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of Railways, subject to the condition that, the management control remains within the same group of companies.

18.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to Railways.

19 STRUCTURING OF THE BID SELECTION PROCESS

19.1 Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 23, Section-III, Instructions to Bidders (ITB) of RfS.

19.2 The proposals may be enclosed in the same envelope in the manner described in Clause No. 23, Section-III, Instructions to Bidders (ITB) of RfS.

20 INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure-C. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 7.1**
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2**

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of

Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Earnest Money Deposit (EMD) in the form as per **Format 7.3 A**
4. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with Railways. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
6. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

7. Undertaking regarding no willful default and no major litigation pending as per **Format 7.7**.
8. A disclosure statement as per **Format 7.8** regarding participation of any related companies in the bidding process.
9. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project) in line with Clause No. 15, Section-III, Instructions to Bidders (ITB) of RfS.
10. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10** (to be filled out separately for each Project).

11. Attachments

- a. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
- b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. Railways reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

- d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20 or provisional audited accounts along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the day at least 7 days prior to the bid submission deadline.
- e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- f. Bidder shall be additionally required to furnish the break-up of the Preliminary Estimate of Cost of Solar PV Project as per Format 7.12 (separately for each project) as part of the response to RfS.

21 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- 21.1** Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 21.2** The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause No. 14, Section-III, Instructions to Bidders, ITB of RfS.
- 21.3** If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, Railways reserves the right to reject such response to RfS and/ or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 21.4** If the event specified at 21.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 21.5** Response submitted by the Bidder shall become the property of the Railways and Railways shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause no. 11, Section-III, Instructions to Bidders (ITB) of RfS.

- 21.6** All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 21.7** The response to RfS shall be submitted as mentioned in Clause No. 21, Section-III, Instructions to Bidders (ITB) of RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, REMC Ltd. reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 21.8** Not Used
- 21.9** All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 21.10** Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 21.11** Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by REMC Ltd.
- 21.12** Response to RfS not submitted in the specified formats will be liable for rejection by REMC Ltd.
- 21.13** Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 21.14** Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of REMC Ltd. of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 21.15** The State/Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and Railways as well as SPD and REMC Ltd. as the case may be . Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS related to REMC Ltd .

For PPA related matters between SPD & Zonal Railways, courts situated at Headquarters city of respective Zonal Railways shall have exclusive jurisdiction.

- 21.16** All the financial transactions to be made with REMC Ltd. / Zonal Railway including Bid Processing Charges, delay charges (except charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

22 NON-RESPONSIVE BID

The electronic response to RfS submitted by the bidder along with the documents submitted **online** to Railways shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non-responsive”: -

- (a) Non-submission of the requisite Cost of RfS as mentioned in the Bid Information Sheet;
- (b) Non-submission or partial submission of EMD in acceptable form along with RfS document.
- (c) Response to RfS not received by the due date and time of bid submission;
- (d) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid;
- (e) Not used;
- (f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;
- (h) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in case of (b), such bidder will be debarred from participating in any of the tenders issued by REMC Ltd., for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

23 METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

23.a DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)

The bidder has to submit original of following documents **offline**.

- i) DD/Pay order or NEFT/RTGS/ details towards Cost of RfS Document as mentioned in Bid Information Sheet.
- ii) Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3 A). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Package.
- iii) Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.
- iv) Integrity Pact as per Annexure E
- v) Declaration for fulfillment of DCR clauses as per Annexure F

No documents will be accepted in person, on or before the last date of submission of response to RfS. DDs/Pay Orders against the cost of RfS document may be submitted in person or via post/courier, subsequent to expiry of bid submission deadline and upto the date as on two (2) working days after the deadline.

Bank Guarantee against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee, either in person or through post, at the office of REMC Ltd. until the date as on 2 working days after the last date of bid submission. The 2-day duration will be counted from the date of bid submission.

Note: In all cases, the Bank Guarantee against EMD and DDs/NEFT/RTGS against the above fee (if applicable), shall be issued on or before the bid

submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

For e.g., if the bid submission deadline is 18:00 hrs on 05.01.2020, the above deadline will expire at 18:00 hrs on 07.01.2020. In case of the above deadline being a holiday, the next working day in REMC Ltd. will be the deadline for submission of Bank Guarantees against EMD and/or DD/NEFT/RTGS/Pay Order against Cost of RfS Document.

The bidding envelope shall contain the documents as per (i)-(iii) above, and will be sealed with the following sticker

Response to RfS for setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding	
<i>Cumulative Package Capacity of the projects applied for</i>	_____ MW
<i>No. of Packages Bid for</i>	
<i>RfS Reference No.</i>	REMCL/CO/Solar/Phase-I/2021 dated: 04/06/2021
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	CEO, REMC Limited Ground Floor, Centre Wing, RITES Bhawan, 1, Sector-29, Gurugram-122001, Haryana

23.b DOCUMENTS TO BE SUBMITTED ONLINE

Detail instructions to be followed by the bidders for online submission of response to RfS are contained in Annexure-C. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount and/or DDs/NEFT/RTGS/Pay order against cost of RfS Document (if applicable), offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS submitted shall be encashed and the EMD(s) shall be returned.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, <https://www.bharat-electronictender.com> which should contain the following

I. TECHNICAL BID (FIRST ENVELOPE)

The Bidder shall upload single technical bid containing the **scanned copies** of following documents duly signed and stamped on each page by the authorized person as mentioned below

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8 and 7.9 and 7.10 as elaborated in Clause No. 20, Section-III, Instructions to Bidders (ITB)
- (b) All attachments elaborated in Clause No. 20, Section-III, Instructions to Bidders (ITB), under the sub-clause 10, Attachments with proper file names
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS/DD/Pay order details towards Cost of RfS Document as mentioned in Bid Information Sheet.
- (e) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

Submission of Pass-phrases: In line with Section III, Clause 21.8, and Annexure- D, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

II. FINANCIAL BID (SECOND ENVELOPE)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- (a) Covering letter as per Format - 7.11 of this RfS document
- (b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.12

Only a single tariff for the cumulative capacity of each package applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:


- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of REMC Ltd. within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the

respective bidder.

- (e) In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to REMC Ltd. within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by REMC Ltd., for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

24 NOTICE BOARD FOR DISPLAY

The selected SPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

<p style="text-align: center;">..... MW Grid Connected Solar PV Project Developed by.....(insert name of SPD)</p> <p style="text-align: center;">Under RfS for Selection of Solar Power Developers for Setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding</p> <p style="text-align: center;">by REMC Ltd.</p> <p style="text-align: center;"> Railway Energy Management Co.Ltd.</p> <p style="text-align: center;">Forname of Zonal Railways</p> <p style="text-align: center;">Village:.....Tehsil:.....District:.....State.....</p>

25 VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid Validity"). REMC Ltd. reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

26 **BID PREPARATION COST**

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. REMC Ltd./Railways shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process

26.A. **SCHEDULE OF BIDDING PROCESS**

REMC Ltd. shall endeavor to adhere to the following schedule to conduct the Bid Process:

S. No.	Event Description	Date
1.	Issue of RfS, PPA Document	04.06.2021
2	Date of Receiving Queries	15.06.2021
3	1 st Pre-Bid Conference	21.06.2021
4	2 nd Pre-Bid Conference	26.07.2021
5	Tentative date of response by REMC Ltd. to Queries	06.08.2021
6	Bid Due Date (Upto 14:00 hrs)	26.08.2021
7	Technical Bid Opening date (at 14:30 hrs) of RfS	26.08.2021
8	Financial Bid Opening date (at 14:30 hrs) of RfS	To be intimated later
9	Reverse Auction	To be intimated later
10	Validity of Bids	180 days from Bid due date
11	Last date of sale of bid document is 2 days before bid due date	

The pre-bid conference shall be held through webinar, details/link for the same shall be notified through ETS portal.

27 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

- 27.1 Clarifications sought/Doubts, if any, on RfS document may be emailed to REMC Ltd. on the email Id provided in RfS document. Response of REMC Ltd. shall be sent through email/uploading amendments/clarifications on portal.
- 27.2 REMC Ltd. will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and REMC Ltd’s response will be uploaded in ISN-ETS portal ***https://www.bharat- electronictender.com***. If necessary, amendments, clarifications, elaborations shall be issued by REMC Ltd. which will be notified on ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.
- 27.3 A Pre-Bid Meeting in physical form or through webinar shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on ISN-ETS web site).
- 27.4 Enquiries/ Clarifications may be sought by the Bidder from

<u>Name of the Authorized Person of REMC Ltd.:</u>	<u>Contact Details:</u>
Shri Rupesh Kumar General Manager	Phone (Off):0124-2818750 E-mail: gmremcl@gmail.com
Shri Abhishek Sr. DGM	Phone (Off):0124-2818748 E-mail: abhishek@rites.com
Shri Prashant Singh Asth. Manager	Phone (Off):0124-2818752 E-mail: prashant@rites.com
Ms. Swati Das Engineer	Phone (Off):0124-2818793 E-mail: swatiremcl@gmail.com

28 **RIGHT OF REMC Ltd.TO REJECT A BID**

REMC Ltd. reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, EMD submitted by the Bidders shall be returned to the respective Bidders.

29 **POST AWARD COMPLIANCES**

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/ Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. REMC Ltd./Zonal Railways shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD by REMC Ltd./Zonal Railways for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPD.

Section – IV

**QUALIFYING
REQUIREMENTS
FOR BIDDERS (QR)**

Short listing of Bidders will be based on meeting the following Criteria:

A GENERAL ELIGIBILITY CRITERIA

A.1 Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

A.2 The Bidder shall be a Company as defined.

Bidding Consortium with one of the Companies as Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

A.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 76% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, the clause no. A.7 mentioned below shall be applicable.

A.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
2. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
3. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium where any member of the consortium falls under any of the above.
4. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8 of the RfS.

Other provisions of the referred OM dated 23.07.2020 will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

A.5 Limited Liability Partnership (LLPs) are not eligible for participation.

A.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.

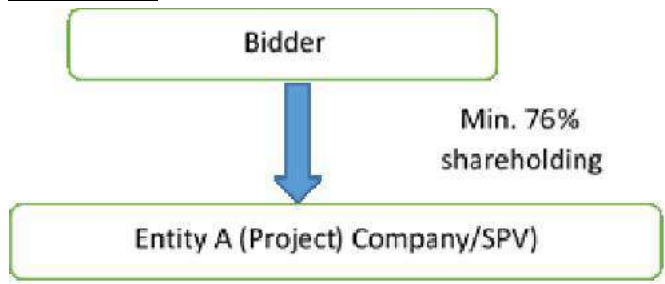
A.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to Railway, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with Railway, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of Railway, subject to the condition that, the management control remains within the same group of companies.

A.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

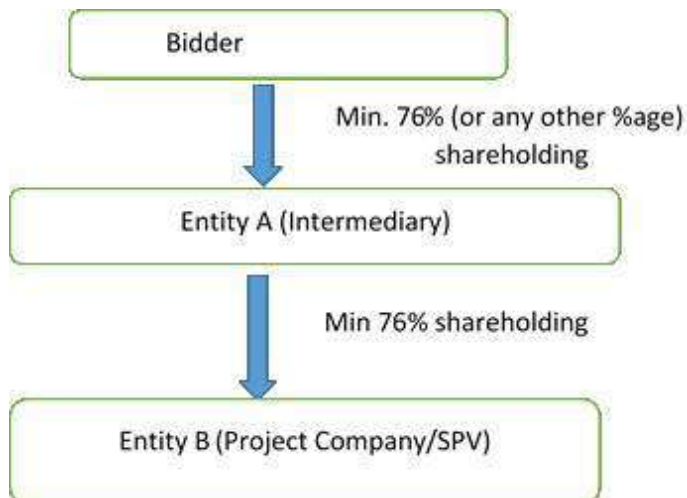
The Bidder shall submit an undertaking to this effect as per Format 7.7.

A.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same

Scenario 1:



Scenario 2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

B TECHNICAL ELIGIBILITY CRITERIA

- B.1** Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.
- B.2** The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No.15 under the sub title “Financial Closure” in Section-III, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 7.8.
- B.3** Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and Manufacturers” as published by MNRE and updated as on the date of commissioning of the Project. The bidders shall also comply with the requirements of DCR as detailed in Section VI – Clause 3.
- B.4** The Projects shall also comply with the criteria for power generation detailed in Clause No. 8 in Section-III, Instructions to Bidders (ITB) of RfS.

C FINANCIAL ELIGIBILITY CRITERIA

C.1 NET-WORTH

- a. The Net Worth of the Bidder should be greater than or equal to **INR 80 Lakhs/MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2019-20 or as on the day at least 7 days prior to the bid submission deadline.
- b. The net worth to be considered for the above purpose will be the cumulative net worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

C.2 LIQUIDITY

- a. In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:
- b. A minimum annual turnover of **INR 41.45 Lakhs/MW** of the quoted capacity during the previous financial year, i.e. FY 2019-20 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- c. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 8.30 Lakhs/MW** of the quoted capacity, as on the last date of previous financial year, i.e. FY 2019-20, or as on the day at least 7 days prior to the bid submission deadline.
- d. In-principal sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 10.36 Lakhs/MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

C.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

C.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

C.5 A Company/ Consortium would be required to submit annual audited accounts for the last financial year, 2019-20, along with a net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor; or in case of the bidder meeting the criteria on the date at least 7 days prior to due date of bid submission, provisional audited accounts as on the date at least

7 days prior to the due date of bid submission along with copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements certified by a practicing Chartered Accountant; in order to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- C.6** For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's (RBI) reference rates prevailing on the date of closing of the accounts for the respective financial year.
- C.7** In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollars (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.6 above.
- C.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.
- C.9** For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 50MW, then, total Net-Worth to be met by the Consortium is Rs. 80 lakh x 50MW = Rs. 40 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 28 Crores and to be met by Consortium Member B would be Rs. 12 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.

Section – V
**EVALUATION OF BID AND
SELECTION OF PROJECTS**

1 BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-III, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

Reverse Auction process shall be conducted package wise. Separate auctions to be done for each package. Actions to be done on criteria of beating the L-1 price. Bidders will be invited in reverse auction those projects only for which they have submitted their bids and therefore qualified in technical & financial bid evaluation

2 TECHNO-COMMERCIAL EVALUATION OF BIDDERS

2.a FIRST ENVELOPE (TECHNICAL BID) EVALUATION (STEP - 1)

2.a.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by REMC Ltd. whose required documents as mentioned at Clause No. 23.a, Section-III, of this RfS are received at the office of REMC Ltd. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee and/or DDs/Pay order against Cost of RfS document.

For e.g., if the bid submission deadline is 18:00 hrs on 05.12.2019, the online bid opening will be conducted on 08.12.2019. In case of the above deadline being a holiday, the bids will be opened on the next working day.

2.a.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

2.a.3 Subject to Clause No. 22, Section-III, Instructions to Bidders (ITB) of this RfS, REMC Ltd. will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, REMC Ltd. may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought

by REMC Ltd. within 07 (seven) days from the date of such intimation from REMC Ltd. All correspondence in this regard shall be made through email/ ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. REMC Ltd. shall not be responsible for rejection of any bid on account of the above.

2.a.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno- Commercial eligibility as per RfS.

2.b SECOND ENVELOPE (FINANCIAL BID) EVALUATION (STEP - 2)

In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “First Round Tariff Bid” quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

2.b.1 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.

2.b.2 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupees (INR) per kWh for each package applied for. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

2.b.3 In this step, evaluation will be carried out based on tariff quoted by Bidders.

2.b.4 On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 740 MW, then the procedure as elaborated in Clause No. 3.2 of this Section-V shall be followed.

2.b.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of REMC Ltd.. Thereafter, REMC Ltd. will

take appropriate action as deemed fit.

- 2.b.6** If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- 2.b.7** All Bidders with same tariff shall be eligible for reverse auction round, provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 3.2 of this Section-V.
- 2.b.8** Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.25 (Tariff in ₹/ kWh)	L3
B4	₹ 2.25 (Tariff in ₹/ kWh)	L3
B5	₹ 2.30 (Tariff in ₹/ kWh)	L4
B6	₹ 2.31 (Tariff in ₹/ kWh)	L5
B7	₹ 2.40 (Tariff in ₹/ kWh)	L6
B8	₹ 2.50 (Tariff in ₹/ kWh)	L7
B9	₹ 2.70 (Tariff in ₹/ kWh)	L8

3 REVERSE AUCTION (STEP - 3)

- 3.1** The reverse auction for each package shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by REMC Ltd. to the eligible bidders.
- 3.2** The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:
- (a) Total eligible bidders for reverse auction shall be decided as mentioned below:
- Assuming, T = Total number of techno-commercially qualified bidders, and if T is less than or equal to 3 then all bidders will be invited to participate. If T is greater than 3 then the bidder quoting highest price shall be eliminated and remaining bidders shall participate in reverse auction.
- 3.3** At least 7 days prior to reverse auction, an advance intimation regarding the

date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further at least two hours before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 3.2 above.

3.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.

3.4.1 During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

3.4.2 The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than the current L-1 bid.

3.4.3 Bidders can only quote any value lower than the current L-1 bid tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible.

3.4.4 Not Used

3.4.5 In the bidder's bidding window, the following information can be viewed by the bidder:

a. Its tariff as the initial start price and there after last quoted tariff for the Project

b. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and the Current L-1 Tariff

3.4.6 The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 08 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff.

4 SELECTION OF SUCCESSFUL BIDDERS

1.1 The lowest quoting Bidder after completion of e-reverse auction will be declared as the Successful Bidder for the particular project/state.

- i. On completion of Techno-commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of REMC Ltd. Thereafter REMC Ltd will take appropriate action as deemed fit.
- ii. A bidder can continue to revise his bid till the auction ends. However, the Bidder cannot quote/Bid equal to the Leading / Lowest Bid. He must always quote lower than the Leading/Lowest Bid.
- iii. The evaluation criteria is based on Price alone in auction. The Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.
- iv. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the final price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower. If tariff quoted by two bidders is same in this condition, the ranking of bidders shall be done based on draw of lots.
- v. Only the chronologically last price bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- vi. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high, the REMC Ltd/Railways reserves right to seek justification of the price from lowest bidder and go to negotiation. If the price is not considered reasonable, REMC Ltd/Railways may not accept such bid and may go for another tender process.
- vii. However, if Reverse Auction does not lead to any bid, REMC L/tdRailways shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.

5 ISSUANCE OF LoAs

After Evaluation of price bids and e-reverse auction, REMC Ltd. shall intimate successful bidder by way of issuing an Letter of Intent (LOI) and advising submission of Rs 75,000/- per MW (Rupees Seventy Five Thousand Per MW) for the awarded capacity towards REMC Ltd. Bidding Processing charges (Excluding GST @18%). Bid Processing Charges shall be payable in form of Demand Draft/NEFT/RTGS in favor of "REMC Limited" payable at Gurgaon. After receipt of REMC Ltd. Bid Processing Charges REMC Ltd. will issue the Letter of Award (LOA) to the successful bidder for each package.

A Letter of Award (LoA) will be issued to the successful Bidders for each Package. In case of a Consortium being selected as the successful Bidder, the

LOA shall be issued to the Lead Member of the Consortium.

In all cases, REMC Ltd.'s decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Section - VI OTHER PROVISIONS

1 ROLE OF NODAL AGENCIES

It is envisaged that the Nodal Railways may appoint any Agency as a Nodal Level Agency which will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:

- Coordination among various State and Central agencies for speedy implementation of projects
- Support during commissioning of projects and issue of commissioning certificates.

2 ROLE OF STATE TRANSMISSION UTILITY

It is envisaged that the State Transmission Utility will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- i) Upon application of Connectivity as per SERC/CERC Regulations, STU shall coordinate with the concerned agencies for grant of connectivity and LTA.
- ii) Support during commissioning of projects

3 Make in India Compliance

(a) **“Domestic Content Requirement (DCR)”**, shall mean use of both solar photovoltaic (SPV) Cells and modules manufactured domestically as per specifications and testing requirements fixed by MNRE. For the Projects to be implemented under this bid document, both the solar cells and modules used in the Solar Power Projects must be made in India. In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules starting from wafers till final assembly of the Solar Cells into Modules shall be performed at the works of PV manufacturers in India.

(b) The Project should be Make in India Compliant. As regards solar photovoltaic (SPV) Cells and Modules, the DCR requirement as stipulated in CI No. 3 (a) of Definition shall be applicable whereas for other items like

Inverter/Converter, cable etc. the MNRE OM no.: F.No.146/57/2018-P&C dtd. 11.12.2018 for Make in India in Renewable Energy sector read in conjunction with Ministry of Commerce and Industry (Department for Promotion of Industry and Internal Trade) vide their order no.: P-45021/2/2017-PP (BE-II) dated 04.06.2020 or its latest amendments before tender opening as applicable for : Class-I local supplier.

(c) “ The cells and modules used in the project shall be sourced only from the models and manufacturers included in the 'Approved List of Models and Manufacturers' as published by MNRE and updated as on the date of commissioning of the project”.

(d) This project should be implemented with Domestic Content Requirement (DCR) and should be Make in India compliant. The SPD shall provide certificates from module manufacturer and cell manufacturer regarding meeting of DCR norms as per the proforma provided at Annexure F of this RFS.

4 **Dispensation for MSMEs**

All MSMEs bidders who are having Udyog Adhaar Certificate will be exempted for payment EMD of amount @ Rupees 4 Lakh /MW. 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.

5 **Integrity pact:**

(i) The Bidder/Contractor is required to enter into an Integrity Pact with the REMC Ltd. (“**Employer**” for tendering stage) in the Format at Annexure E in this RFS. The Integrity pact will be signed by REMC Ltd. for and on behalf of **Nodal Railway (“Employer”** for execution of project) as its Agent / Power of Attorney Holder at the time of Tendering Process with the successful bidder. Also the Bidder/Contractor is required to enter into an Integrity Pact with the Nodal Railway (“**Employer**” for execution of project) in the Format at Appendix-6 included in the Power Purchase Agreement. The Integrity Pact will be entered into by the successful bidder with the Nodal Railway at the time of execution of the PPA.

While submitting the Bid, the Integrity Pact provided in this RFS and in the PPA shall be signed by the duly authorized signatory of the Bidder / Lead Member of JV. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

(ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Provided always that provision of this para 5 – Integrity Pact, shall be applicable only when so provided in para 5 A below which will also stipulate the name and address of the Independent External Monitor as well as the Name, designation and address of the official nominated by the Employer to act as the Liaison Officer between the Independent External Monitor and the Engineer-in-Charge as well as the Contractor/Bidder.

5 A Whether para 5 (Integrity Pact) shall be applicable __YES/NO

If Yes, Name and Address of the Independent External Monitor:

Shri

Name, Designation and Address of REMC Ltd./Nodal Railway's Liaison Officer:

6 Project Details:-

Setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding will be carried out through e-bidding followed by e-Reverse Auction process.

Solar PV Power projects are required to be designed for inter-connection with the InSTS (STU)/ ISTS (CTU)/ TSS substation at appropriate voltage level.

Detailed procedure is as under:-

The bidder is required to submit one consolidated bid and indicate the capacity offered and name of the package for which it proposes to Bid. The bidder may quote for one package or more than one package. However, the bidder has to quote for the complete quantum for a package. Bids for part capacity of a package would be rejected. However, in case the bidder has submitted his bid for multiple packages, his bid for other packages will remain valid even if their bid for part capacity for some package is rejected.

7 Connectivity:

Shall mean the point at appropriate voltage level, where the power from the Solar Power Project is injected into the identified ISTS (CTU) / InSTS (STU) (including the

dedicated transmission line connecting the Projects with the substation system) as specified in the Bid document. Metering shall be done at this interconnection point where the power is injected into CTU / STU. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

Details of various packages are provided in RFS. Solar projects in a package are to be connected to CTU/STU/DVC as per connectivity mentioned in package details. For packages where CTU/STU is mentioned against connectivity, the bidder shall review the applicable state /central regulations and policies towards connectivity of the project. The bidder can either directly connect at CTU or can bring power to CTU through Connectivity at STU. However the tariff has to be quoted at CTU periphery at the injection point inclusive of all statutory taxes, duties, levies and cess applicable/levied on the project & sale of electricity and also includes all applicable transmission charges and losses of CTU/STU, RLDC/SLDC charges upto the CTU etc.

Connectivity and Long Term Access (LTA) upto delivery point at CTU/STU/TSS from the solar plant is the responsibility of Solar Power Developer.

(a) The Solar Power Plant should be designed for above Inter-Connection Point / Metering Point”.

The responsibility of getting the grid connectivity and Long-Term Access (LTA) from CTU / STU on behalf of Nodal Railway shall entirely be of the selected SPD. The LTA shall be applied by the selected SPD and the cost for the same shall be reimbursed by Nodal Railway. Availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection / evacuation capacity at a grid substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the selected SPD at his own cost. In case a selected SPD is required to use InSTS to bring solar power to the Nodal Railway interconnection / delivery point, he may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the selected SPD.

The arrangement of connectivity to the CTU/STU substation can be made by the selected SPD through a dedicated transmission line which the selected SPD may construct himself or get constructed by PGCIL/State Transmission Company or any other agency. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to the interconnection point will be borne by the selected SPD.

The transmission connectivity to the selected SPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the SPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.

The selected SPD shall comply with CERC / SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all approvals related to LTA and Connectivity.

The Buying Entity i.e. Nodal Railway will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Interconnection point / Metering point/ Delivery point and up to the Drawl Point.

At least 30 days prior to the proposed commissioning date of the Project, the SPD shall be required to submit a letter from State Transmission Utility (STU) /Central Transmission Utility (CTU) as applicable, confirming technical feasibility of connectivity of the plant to the STU/CTU substation.

(b) Power Evacuation

Construction of all the requisite infrastructure to evacuate power generated from above Solar Power Plant and injection into the appropriate voltage level at CTU / STU at 3 phase AC i.e. Inter-Connection Point / Metering Point will be responsibility of the selected SPD.

The Scheme for Power Evacuation shall be as under:

The scheme quoted by bidder will *interalia* incorporate but is not limited to the following:-

1. PV Panels arrangement to generate solar power of said capacity at suitable voltage.

2. Suitable inverter having input of suitable voltage and giving suitable ph AC stable output.
3. Transformers.
4.kV AC..... phase smart energy meter along with required metering infrastructure (where applicable).
5. Transmission Lines etc.
6. Associated Protection System.
7. Associated cables and electrical panels.

(c) In case of Railway Land if the Railways decides / wants to take back the land in which Solar Plant is being installed/ already installed and commissioned, railways will provide suitable alternative site (s) having nearly similar insolation / CUF and connectivity with CTU/STU and bear the cost of transportation of the solar plant and the cost of deemed Generation as per the relevant provisions in PPA. Additionally, Railways shall also reimburse dismantling and reassembling costs, decided mutually at the time, to the developer for partly commissioned plant. The SPD will carry out such shifting within a period of 3 months from the date of providing of alternative site (s) by Railways. However, before taking this decision of shifting the solar power plant to a new site, a cost-benefit analysis of shifting vis a vis termination would be carried out by the Nodal Railway. The decision taken by Nodal Railway shall be final and binding on the SPD as per the termination clauses of PPA.

Bidder should quote the rates for each of the above items considering all the charges including but not limited to transmission charges and open access charges etc and other incidental charges for installation of plant to the interconnection points.

(d) Protection and security of Solar Plant

The SPD will provide suitable Protection & security of solar plant.

(i) Power Off-take

Power / energy generated from the solar plants will be purchased by Nodal Railways in accordance with the provisions of Power Purchase Agreements.

8 Project Configuration:

Bidder can quote for one or more package. Bid evaluation and reverse auction will be conducted package wise.

Following points are to be noted in this regard:

- a) The package may consist of any number of land parcels.

- b) A single tariff shall be quoted by the bidder in its response to RFS for each of the packages. (i) Solar projects in a package are to be connected to CTU/STU/DVC as per connectivity mentioned in package details. For such packages tariff has to be quoted at Interconnection point/Metering point/Delivery point at CTU/STU/DVC as applicable. (ii) For packages where CTU/STU is mentioned against connectivity, the bidder shall review the applicable state/central regulations and policies towards connectivity of the project. The bidder can either directly connect at CTU or can bring power to CTU through Connectivity at STU. However the tariff has to be quoted at CTU periphery at the injection point inclusive of all statutory taxes, duties, levies and cess applicable/levied on the project & sale of electricity and also includes all applicable transmission charges and losses of CTU/STU, RLDC/SLDC charges upto the CTU etc. REMC Ltd. will advise the rates of transmission charges/losses for evacuation of power as applicable 15 days prior to bid due date for determination of their bid tariff. Any differential arising from revision of STU Transmission charges & losses thereafter shall be pay able or recoverable as the case may be by the Railways. Evaluation will be done based on landed tariff at CTU inclusive of all taxes and duties quoted by bidders.
- c) Packages wise Power Purchase Agreement shall be signed by Nodal Zonal Railway for each state. PPA may signed at Zonal HQ Level or Division level as decided by Nodal Zonal Railway. Nodal Zonal Railway for each package is provided at Annexure-.....of RFS. The SPD shall be responsible for obtaining connectivity and Long-Term Open Access (LTA) for each package.
- d) For these packages where CTU/STU is mentioned against connectivity in Annexure-G of RFS, injection point at CTU periphery will be considered for energy accounting and metering purpose. Monthly billing will be done based on concerned RLDC, REA account. REMC Ltd. will advise the rates of transmission charges/losses for evacuation of power as applicable 15 days prior to bid due date for determination of their bid tariff. Bidders have to use these rates of transmission charges/losses for calculation of landed tariff at CTU periphery in of RFS. Evaluation of these packages shall be done based on the landed tariff at CTU periphery. Bidders to quote the landed tariff at CTU periphery in the price bid in of RFS. Any differential arising from revision of STU

Transmission charges & losses and any other charge(if applicable) upto injection point at CTU periphery thereafter shall be payable or recoverable as the case may be by the Railways. Evaluation will be done based on landed tariff at CTU inclusive of all taxes and duties quoted by bidders.

- 9** Bidders are required to quote single tariff for each package going through the site & project details. The Lowest Bidder after reverse auction shall be the selected Bidder for each package. Price Bid will be invited for the Project on the basis of the tariff bid and fixed with no escalation clause for a period of 25 years.
- 10** 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 Nodal Railway shall be CEGE / CEDE / CEE (EEM) or his authorized representative. It is clarified that REMC Ltd. shall not make any arrangement related to travel or stay for any bidder except accompanying them to get familiarize with the site condition.

11 Right to accept or reject any or all Bids

11.1 Notwithstanding anything contained in this RFS, REMC Ltd. reserves the right to accept or 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 REMC Ltd rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

11.2 The REMC Ltd. reserves the right to reject any Bid if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by REMC Ltd., the supplemental information sought by REMC Ltd. for evaluation of the Bid.

If the Bidder/Bidders is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then REMC Ltd. shall annul the bidding process and invite fresh bids.

11.3 In case it is found during the evaluation or at any time before signing of the Power Purchase Agreement or after its execution and during the period of subsistence thereof, including the contract thereby granted by REMC Ltd.

/Railways, 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 LOI / LOA or entering into of the Power Purchase Agreement, and if the Bidder/SPV has already been issued the LOI/LOA or has entered into the Power Purchase Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFS, be liable to be terminated, by a communication in writing by REMC Ltd. / Railways to the Bidder, without REMC Ltd. /Railways being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which Railways may have under this RFS, the Bidding Documents, the Power Purchase Agreement or under applicable law.

- 11.4** The REMC Ltd./Railways reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFS. Any such verification or lack of such verification by REMC Ltd./Railways shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of REMC Ltd./Railways there under.
- 11.5** REMC Ltd. shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the REMC Ltd. 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 REMC Ltd. to respond to any question or to provide any clarification.
- 11.6** REMC Ltd. may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by REMC Ltd. shall be deemed to be part of the RFS. Verbal clarifications and information given by REMC Ltd. or its employees or representatives shall not in any way or manner be binding on REMC Ltd.
- 11.7** At any time prior to the deadline for submission of Bid, REMC Ltd. may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFS by the issuance of Addenda.

- 11.8** In order to afford the Bidders a reasonable time for taking an Addendum or Corrigendum into account, or for any other reason, REMC Ltd. may, in its sole discretion, extend the Bid Due Date.

12 Opening and Evaluation of Bids

- 12.1** REMC Ltd. at its discretion may ask for additional documents, if felt necessary. REMC Ltd. reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by REMC Ltd. in respect of such Bid. Provided, however, that REMC Ltd. 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.
- 12.2** Bids for which a notice of withdrawal has been submitted shall not be opened.
- 12.3** REMC Ltd. will subsequently examine and evaluate Bids in accordance with the provisions set out in RFS document.
- 12.4** Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of REMC Ltd.. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 12.5** Any information contained in the Bid shall not in any way be construed as binding on REMC Ltd. , its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 12.6** REMC Ltd. reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 12.7** If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, REMC Ltd. may, in its sole discretion, exclude the relevant credential from computation of the eligibility of the Bidder.
- 12.8** In the event that a Bidder claims credit for technical & financial eligibility, and such claim is determined by REMC Ltd. as incorrect or erroneous REMC Ltd. shall reject such claim. Where any information is found to be patently false or

amounting to a material misrepresentation, REMC Ltd. reserves the right to reject the Bid in accordance with the provisions of RFS.

- 12.9** On completion of Techno-commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of REMC Ltd.. Thereafter REMC Ltd. will take appropriate action as deemed fit.

13.1 REMC Ltd. 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) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to Railways by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e) 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.

13.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases REMC Ltd., 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

13.3 The Bidder will be responsible for Design, Engineering, Procurement, Finance, Erection (including civil and structural works), Installation, Testing, Commissioning and Generation from the solar PV system(s) including Operation and Maintenance (O&M) of the system(s) in Railway land for a period of 25 years after commissioning of project.

For the implementation of above mentioned work, Bidder should submit their bid proposal along with all supporting documents complete in all respect on or before date specified Schedule of Bidding Process in the office of "REMC Ltd. " in prescribed format.

Bidders shall submit bid proposal along with non-refundable cost of bid document, complete in all respect as per this document. Techno-Commercial bids will be opened in presence of authorized representatives of bidders who

wish to be present. Bid proposals received without the prescribed fees will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the bidding portal.

13.4 The SPD shall ensure transfer of all project elements to Nodal Railway after 25 years i.e. on expiry of PPA at no cost and free from any encumbrances and liability. The Railway in the twenty sixth year (26th) may examine the need of up-gradation of the system or renovation and modernization of the existing system depending on technological options available at that time and SPD with mutual consent may carry out the same (on chargeable basis). Any maintenance thereafter would be ensured by Railways/ Nodal Railway.

Alternatively, Nodal Railway may advise SPD after 25 years i.e. on expiry of PPA to dismantle the solar plant at his own cost and handover the land in clear position to Railways/REMC Ltd. within 180 days from the Expiry. Energy bills which are to be paid to the SPD for last 06 months of the PPA period (25 years) and outstanding amount if any shall be kept by Nodal Railway as security for dismantling of the Solar Plant. The amount shall be paid after satisfactory completion of dismantling of Solar Plant by the SPD.

In case Nodal Railway has to dismantle the plant then that cost will be deducted from the above security amount.

14. 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 / Nodal Railway in the form provided by the REMC Ltd.

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.

15. Site visit and verification of information

- 15.1 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.
- 15.2 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 REMC Ltd. /Railways.
 - (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by REMC Ltd. on behalf of the Railways relating to any of the matters referred to in above para;
 - (d) Satisfied itself about all matters, things and information including matters referred to in above paras 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 above paras 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.

15.3 The REMC Ltd. 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 RFS, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the REMC Ltd./Railways.

15.4 **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 REMC Ltd. in relation to or matters arising out of, or concerning the Bidding Process. The REMC Ltd. 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 REMC Ltd. 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 REMC Ltd. or as may be required by law or in connection with any legal process.

Section – VII
SAMPLE FORMS &
FORMATS FOR BID
SUBMISSION

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section - IV and other submission requirements specified in the RfS

- i) Format of Covering Letter (Format 7.1)
- ii) Format for Power of Attorney (Format 7.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 7.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- v) Format for Payment on Order Instrument (POI) (Format 7.3 C)
- vi) Format for Board Resolutions (Format 7.4)
- vii) Format for Consortium Agreement (Format 7.5)
- viii) Format for Financial Requirement (Format 7.6)
- ix) Format for Undertaking regarding no willful default and no major litigation pending (Format 7.7)
- x) Format for Disclosure (Format 7.8)
- xi) Format for Technical Criteria (Format 7.9)
- xii) Format for Proposed Technology Tie-up (Format 7.10)
- xiii) Format for submission of Financial Bid (Format 7.11)
- xiv) Format for Preliminary Estimate of Cost of Solar PV Project (Format 7.12)
- xv) Technical Requirements for Grid Connected Solar PV Projects (Annexure - A)
- xvi) Check List for Bank Guarantees (Annexure-B)
- xvii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)
- xviii) Checklist for Financial Closure (Annexure-D)
- xix) Integrity pact as per Annexure-E
- xx) Declaration for fulfillment of Domestic Content Requirement Clause as per Annexure-F
- xxi) Annexure-G (Package Details)
- xxii) Annexure-H (List of Nodal Railway)

Format 7.1 FORMAT FOR COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel.#: _____

Fax#: _____

E-mail address# _____

To,
CEO,
REMC Limited
Ground Floor, Centre Wing, RITES Bhawan,1,
Sector-29, Gurugram-122001, Haryana

Sub: Response to RfS No. REMCL/CO/Solar/Phase-I/2021 dated: 04/06/2021 for Selection of Solar Power Developers for Setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding

Dear Sir/ Madam,

We, the undersigned*[insert name of the 'Bidder']* having read, examined and understood

in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to Railways, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response

to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.7 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of MW, including this response to RfS.

We are submitting RfS for the development of following Solar PV Project(s): -

Package No.	Capacity (MW)	Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details	Proposed CUF

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard PPA documents attached thereto, issued by REMC Ltd. In token of our acceptance to the RfS, PPA documents along with the amendments and clarifications issued by REMC Ltd., the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per clause no. 16 of ITB of the RfS.
2. Earnest Money Deposit (EMD): - (Please read Clause No. 10, Section-III, ITB carefully before filling)
We have enclosed EMD of INR..... (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 7.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 10, Section-III, ITB of this RfS. The total capacity of the Solar PV Project offered by us is MW [Insert cumulative capacity proposed].
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG/POI, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 11 & 12, Section-III, ITB of this RfS on issue of LoA by REMC Ltd. for the selected Projects and/ or we are not able to sign PPA with Railways

within 30 days of issue of LOA by REMC Ltd. for the selected Projects, REMC Ltd. shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section - VII (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance: -

We hereby unconditionally and irrevocably agree and accept that the decision made by REMC Ltd. in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by REMC Ltd. in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

6. Familiarity with Relevant Indian Laws & Regulations: -

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with Railways, committing total equity infusion in the SPV as per the provisions of RfS.

8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from REMC Ltd.

10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

11. We confirm that all the terms and conditions of our Bid are valid up to *(Insert date in dd/mm/yyyy)* for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

12. Contact Person

Details of the representative to be contacted by REMC Ltd. are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :
Mobile Nos. :
Fax Nos. :
E-mail address :

We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a SPD's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours

faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.2 FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

**(To be provided by each of the other members of the Consortium in favor
of the Lead Member)**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of
Appropriate Value)*

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at,, and M/s.....having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/ Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s....., as the Member of the Consortium have executed these presents on this..... day of under the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board) (Name

Designation Place:

Date:)

Accepted

d

(Signature, Name, Designation and Address of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place:----- Date:

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-I, Definition of Terms of the RfS.

Format 7.3 A FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection of Solar Power Developers for Setting up of MW Grid-Connected Solar PV Power Projects of the cumulative capacity ofMW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by REMC Ltd. considering such response to the RfS of [*insert the name of the Bidder*] as per the terms of the RfS, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to REMC Ltd. at [*Insert Name of the Place from the address of REMC Ltd.*] forthwith without demur on demand in writing from REMC Ltd. or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [*Insert amount not less than that derived on the basis of Rs. 4 Lakhs per MW of cumulative capacity proposed*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause No. 10, Section-III, ITB of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____
_only). Our Guarantee shall remain in force until _____ [*insert date of
validity in accordance with Clause No. 10, Section-III, ITB of this RfS*]. REMC Ltd.
shall be entitled to invoke this Guarantee till _____ [*insert date of validity in
accordance with Clause No. 10, Section-III, ITB of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that the REMC Ltd. shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by REMC Ltd., made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to REMC Ltd.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the Bidder*] and/ or any other person. The Guarantor Bank shall not require REMC Ltd. to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against REMC Ltd. in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly REMC Ltd. shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by REMC Ltd. or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to Axis Bank and a confirmation in this regard is received by REMC Ltd.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR___(Indian Rupees_____Only) and it shall remain in force until_____ [Date to be inserted on the basis of Clause No. 10, Section-III, ITB of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if REMC Ltd. serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [Insert Name and Address of the Bank] _____

Contact Details of the

Bank: E-mail ID of the

Bank:

Banker's Stamp and Full

Address. Dated this _____ day of

_____, 20_____

Format 7.3 B FORMAT FOR THE PERFORMANCE BANK GUARANTEE

(to be submitted separately for each Project)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] under

.....[Insert name of the RfS], for supply of power there form on long term basis, in response to the RfS dated issued by REMC Limited (herein after referred to as REMC Ltd.) and REMC LTD. considering such response to the RfS of.....[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award No to (Insert Name of selected Solar Power Developer) as Per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s..... {a Special Purpose Vehicle(SPV)

formed for this purpose}, if applicable]. As per the terms of the RfS, the_____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Zonal Railway at [Insert Name of the Place from the address of the Zonal Railway] without demur forthwith on demand in writing from Zonal Railway or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer / Project Company]

This guarantee shall be valid and binding on this Bank up to and including... and shall not be terminable by notice or any change in the constitution of the Bank or the term of

contractor by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. ____ only.

Our Guarantee shall remain in force until..... Zonal Railway shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that Zonal Railway shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Zonal Railway, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Zonal Railway.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the selected Solar Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require Zonal Railway to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Zonal Railway in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Zonal Railway shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the

selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by Zonal Railway or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Zonal Railway and may be assigned, in whole or in part, (whether absolutely or by way of security) by REMC Ltd. to any entity to whom Zonal Railway is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____(Rs. only) and it shall remain in force until _____ (Provide for two additional months after the period of guarantee for invoking the process of encashment) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Zonal Railway serves upon us a written claim or demand.

Signature _____ Name__

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

E-mail ID of the bank:

Banker's Stamp and Full Address.

Dated this _____ day of, 20 _____

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

**Format 7.3 C FORMAT FOR PAYMENT ON ORDER INSTRUMENT TO
BE ISSUED BY IREDA/REC/PFC**

(to be submitted separately for each Package)

No. Date

REMC Ltd./Railways, Registered

_____,'

Reg: M/s _____(insert name of the PPA signing entity) (Project No. _____(insert project ID issued by Zonal Railway) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. The Ministry of New and Renewable Energy, Government of India vide its letter dated 12th March 2020 has decided that to facilitate the promotion of solar and wind power development and implementation of the project by the Solar and Wind Power Developers who have entered into financing and funding agreements with IREDA/REC/PFC, the security by way of PBG in the form of Performance Bank Guarantee given by the Developers be allowed to be substituted by Letter of Undertaking/Payment on Order Instrument issued by Non-Banking Finance Companies under the control of the Ministry of New and Renewable Energy and Ministry of Power. Zonal Railway and other nodal agencies appointed by the Government of India with whom the power developers have entered into Power Purchase Agreement may accept the same in place of PBG. The Ministry of New and Renewable Energy vide letter dated 12.03.2020 has, inter-alia, decided asunder:

6. After carefully examining the matter, the Ministry have decided as follows:

- b) (i) SECI or NTPC or any other implementing agency on behalf of MNRE (henceforth called implementing agencies) may release the Performance Bank Guarantee (PBG) of any project if RE developers are able to replace the same with Letter(s) of Undertaking to pay in case situation of default of*

RE developer in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC), the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP). These three financial institutions - IREDA or PFC or REC may issue such Letter(s) of Undertaking to pay only after securing their financial interests taking into account the security(ies) available with them as per their policy and after due diligence. These non-banking financial institutions would ensure that the security(ies) available with them are enough to cover full risk/ or exposure, which may arise on account of issue of such Letter(s) of Undertaking. Such Letter(s) may be termed as "Payment on Order instrument" and will have same effect as that of a Bank Guarantee issued by any public sector bank. This "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the implementing agencies on demand within stipulated time.

- (i) RE developers can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC) for seeking replacement of their Bank Guarantees already pledged with the implementing agencies.*
- (ii) For future projects, RE developers would be at liberty to either pledge Bank Guarantee(s) or Letter(s) of Undertaking as stated above towards Performance Bank Guarantee.*
- (iii) The above decisions may be treated as amendments to the respective Standard Bidding Guidelines (SBG) (solar/wind) and notified accordingly.*
- (iv) Implementing agencies shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from*

any other non-banking financial institutions or bank, except IREDA, PFC & REC.

2. It is to be noted that M/s._____ (insert name of the POI issuing Agency) (**'IREDA/REC/PFC'**) has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.

3. At the request of M/s _____, on behalf of _____ (insert name of the SPV), it is now intended and proposed to issue this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)).

4. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS interalia for selection of the Project of the capacity of MW, at [Insert name of the place] under RfS for , for supply of power there from on long term basis, in Response to the RfS dated..... issued by REMC Ltd. (hereinafter referred to as REMC LTD.) and REMC LTD. considering such response to the RfS of [insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning there of include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award No___ to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the_ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to Zonal Railway at [Insert Name of the Place from the address of the Zonal Railway] forthwith on demand in writing from REMC LTD. or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert

name of the selected Solar Power Developer / Project Company]

5. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to Zonal Railway on the following conditions:- IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of days of receipt of request from Zonal Railway within the validity period of this letter as specified herein;
- (a) The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by them against Zonal Railway;
 - (b) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (c) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (Zonal Railway), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
 - (d) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (e) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by Zonal Railway made in any format within the validity period. IREDA/REC/PFC shall not require Zonal Railway to justify the invocation of the POI against the SPV/SPD, to make any claim

against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;

(f) The POI shall be the primary obligation of IREDA/REC/PFC and Zonal Railway shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;

(g) Neither Zonal Railway is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against Zonal Railway in respect of the payment made under letter of undertaking;

6. Notwithstanding anything contrary contained any where in this POI or in any other documents, this POI is and shall remain valid upto _____ and IREDA/REC/PFC shall make payment there under only if a written demand or request is raised within the said date and to the maximum extent of Rs... and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

7. In pursuance of the above, IREDA/REC/PFC and Zonal Railway have signed an Umbrella Agreement dated setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to Zonal Railway and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(name of the POI issuing agency).

()
General Manager (TS)

Copy to:-

M/s. _____

As per their request

()
General Manager (TS)

Format 7.4 FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on.....[*Insert date*], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

- 1. RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS in respective states vide RfS No. REMCL/CO/Solar/Phase-I/2021 for " Setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding", including signing and submission of all documents and providing information/ response to RfS to REMC Ltd., representing us in all matters before REMC Ltd., and generally dealing with REMC Ltd. in all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company or the Lead Member of the Consortium***)
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (***To be provided by the Bidding Company***)

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. (***To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%***)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s [Insert the name of other Members in the Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. (***To be provided by each Member of the Bidding Consortium including Lead Member***)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the

Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. [**To be passed by the Lead Member of the Bidding Consortium**]

3. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letter head of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format 7.5 FORMAT FOR CONSORTIUM AGREEMENT

(To be Submitted Separately for each Package)

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of
Appropriate Value)*

THIS Consortium Agreement (“Agreement”) executed on this _____ Day of _____ Two Thousand between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS in respective states and execution of Power Purchase Agreement (in case of award), against RfS No.

_____ Dated

_____ issued by REMC Ltd. a Company incorporated under the Companies Act, 2013, and having its Registered Office at SCOPE Minar, Laxmi Nagar, Delhi-110092.

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS Railways desires to purchase Power under RfS for Selection of Solar

Power Developers for Setting up of 740 MW Grid Connected Solar PV Power Projects;

WHEREAS, REMC Ltd. had invited response to RfS vide its Request for Selection (RfS) dated_____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by REMC Ltd. wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, ,Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (One) Year after the COD of the Project.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Railways in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by Railways.
13. The Lead Member is authorized and shall be fully responsible for the accuracy

and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of Railways.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of Railways/REMC Ltd.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature-----
Name:

2) Signature -----
-

Address:

Name:
Address:

For M/s -----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----
Name:

Address:

2) Signature -----
-

Name:
Address:

For M/s -----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----
Name:
Address
:

(2) Signature -----
-
Name:
Address
:

Signature and stamp of Notary of the place of execution

Note: - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

Format 7.6 FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

CEO,

REMC Limited

Ground Floor, Centre Wing, RITES Bhawan,1,

Sector-29, Gurugram-122001, Haryana

Sub: Response to RfS No. REMCL/CO/Solar/Phase-I/2021 dated: 04/06/2021 for Selection of Solar Power Developers for Setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (.....in words) as on the last date of Financial Year 2019-20 or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause

No. C1, Section-IV, Qualifying Requirements (QR) of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium

separately) Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR ----
----- Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If Any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR_____ (_____ in words) as on the end of Financial Year 2019-20 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
Total			

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements.

Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR _____ Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria, by demonstrating a PBDIT of INR _____ (in words) as on **the end of Financial Year 2019-20** or as on **the day at least 7 days prior to the bid submission deadline.** (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium

separately) Name of Member: [Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR -----
----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

UDIN No:

Membership No.

Regn. No. of the CA's Firm:

Date:

- Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.
- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.
- (iii) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

Format 7.7 FORMAT FOR UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to REMC Limited, in respect to our response to RfS vide RfS No. _____ dated _____, that M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____ (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

Format 7.8 FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref.No. _____ Date: _____

From: _____(Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To _____

CEO,

REMC Limited

Ground Floor, Centre Wing, RITES Bhawan,1,

Sector-29, Gurugram-122001, Haryana

Sub: Response to RfS No. REMCL/CO/Solar/Phase-I/2021 dated 04/06/2021 for

.....

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. REMCL/CO/Solar/Phase-I/2021 and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LoA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

We further declare that we have read the provisions of Clause A.4, Section IV of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020, including

subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, REMC Ltd./Railways shall take appropriate action as deemed necessary.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure to Format 7.8 DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

MoF OM No 6/18/2019-PPD dated 23.07.2020

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No. _____ Date: _____

From: _____(Insert name and address of Bidding Company/Member of Consortium)

Tel.#: Fax#:

E-mail address#

To

CEO,

REMC Limited

Ground Floor, Centre Wing, RITES Bhawan,1,
Sector-29, Gurugram-122001, Haryana

Sub: Response to the Tender No datedfor the
tender for

.....
.....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt. of India. Kindly provide the relevant declaration(s) pertaining to you. We are hereby submitting the following declaration in this regard:

Declaration 1:

Model Certificate for Tenders (for transitional cases as stated in para 3 of attached Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.

Declaration 2:

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

Declaration 3:

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.07.2020, as referred above

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.9 FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

(To be Submitted Separately for each Project)

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

CEO,

REMC Limited

Ground Floor, Centre Wing, RITES Bhawan,1,

Sector-29, Gurugram-122001, Haryana

Sub: Response to RfS No. REMCL/CO/Solar/Phase-I/2021 dated: 04/06/2021 for Setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause No. 15, Section-III, ITB** under the title "Financial Closure" that the following details shall be furnished within **12 (twelve) months** of Effective Date of the PPA.

Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency,

Failure or delay on our part in achieving the above conditions shall constitute

sufficient grounds for actions as per the provisions of the RfS.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name
Power of Attorney/ Board Resolution/ Declaration.

Format 7.10 DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted Separately for each Project)

1	Name of Bidding Company/ Lead Member of Bidding Consortium		
2	Project Location/Package No.		
3	Capacity Proposed MW	
4	Number of Projects		
5	Technology Proposed to be adopted for the Project		
6	Estimated Annual Generation of Electrical Energy		kWh
7	Brief about the Proposed Technology		
	Crystalline Silicon Solar Cells and Modules		
	Concentrator PV Modules		
	Thin Film Modules		
	Any Other Technology		

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.11 FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/
Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To
CEO,
REMC Limited
Ground Floor, Centre Wing, RITES Bhawan,1,
Sector-29, Gurugram-122001, Haryana

Sub: Response to RfS No. REMCL/CO/Solar/Phase-I/2021 dated: 04/06/2021 for Setting up of 740 MW Land Based Solar PV Power plant on Railway Land under Tariff Based Competitive Bidding

Dear Sir/ Madam,

I/ We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for ___ number of Project(s) for a cumulative capacity of _____ MW as Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours

faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Notes:

1. *There can be only one tariff for each package applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as nonresponsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ISN-ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as nonresponsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two places of decimals only.*

Format 7.12 FORMAT FOR PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT

(To be submitted separately for each Project)

Project Capacity:..... MW

Location/Package No.:

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
1.	PV Modules		
2.	Civil and General Works		
3.	Mounting Structures		
4.	Power Conditioning Unit		
5.	Evacuation Cost up to Inter-connecting point (Cables and Transformers)		
6.	Preliminary and Pre-Operative Expenses including IDC and Contingency		
7.	Others (Please specify)		
8.	Total Project Cost		

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure – A TECHNICAL PARAMETERS

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. SPV MODULES

The SPV modules used in the grid solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

2. POWER CONDITIONERS/ INVERTERS

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Indian Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

3. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. AUTHORIZED TEST CENTRES

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

5. WARRANTY

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. IDENTIFICATION AND TRACEABILITY

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25⁰C)
- vi. Wattage, I_m, V_m and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. PERFORMANCE MONITORING

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Railways or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer or any other designated agency to the remote monitoring portal of the power plants on a 24x7 basis.

8. The developers will comply with the requirements under Hazardous & other

Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

9. SAFE DISPOSAL OF SOLAR PV MODULES

The SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

10. CAPACITY OF SOLAR PV PROJECTS

- i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point an example is presented below in the table:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	10 MW	10 MW	10 MW	10 MW

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.
- iii) Provisions of Article 4.6.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.
- iv) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

Appendix - A1 COMMISSIONING PROCEDURE

(This is for Reference only; The Commissioning Procedure will be guided by as

per PPA) Capacity of Solar PV Projects:

i) The Project configuration as an example, is presented below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*	Maximum AC Capacity Limit at Delivery point	Remarks
1	10 MW	10 MW	10 MW	10 MW	For example

*In case the rated inverter capacity is mentioned in kVA, the IEC test certificate declaring the power factor of the Inverter/PCU at rated power has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

- ii) The SPD shall be required to demonstrate compliances with the “*Technical Requirements for Grid Connected Solar PV Power Plants*” as mentioned in the RfS and Guidelines.
- iii) Higher DC capacity arrays can also be allowed, subject to the condition that the AC capacity limit as mentioned in (i) above for scheduling at the Delivery Point as per Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is complied with.
- iv) For commissioning of the Project, cumulative capacity of DC arrays and cumulative capacity of the inverters installed shall be considered. In case of part commissioning of the Project, it shall be required to have the DC Arrays Capacity and inverters capacity be installed not less than the proposed part commissioning capacity.
- v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period may not be considered under PPA.

Appendix-A1-1 COMMISSIONING PROCEDURE

The Solar PV Project will be declared as commissioned when all equipment as per rated project capacity has been installed and energy from the Project has flown into the grid, which will be verified by a committee/agency identified by Railways to witness the Commissioning of the Project. Railway may form a commissioning committee comprising of officials from Division/ Headquarter of Zonal Railways and representative of SPD.

Following is the chronology of the procedure to be followed for commissioning of the Project.

- i) SPDs shall give to the concerned RLDC/SLDC, State Nodal Agency (SNA) and Railways at least thirty (30) days advance written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project. Early Commissioning of a Solar Project prior to the SCD is permitted on acceptance of power by Railways. In order to facilitate this, SPDs shall inform the concerned RLDC/SLDC and Railways well in advance, which is not less than 90 days prior to the date on which it intends to synchronize the Power Project to the Grid System.
- ii) Not more than 7 days prior to the proposed commissioning date, the SPD shall give the final written notice to Railways, SNA and STU/CTU requiring the commissioning committee/agency to visit the site to witness commissioning of the project. Following documents are required to be submitted by the SPD, physically in the office of Railways along with the above notice, duly stamped and signed by the Authorized Signatory (scanned copies may also be allowed):
 - a. Covering Letter
 - b. Board resolution for authorized signatory for signing the documents related to commissioning of the Project and witnessing the commissioning.
 - c. Achievement of Land Arrangements requirement as per clause 15 (vi)
 - d. Installation report duly signed by the authorized signatory as per Appendix-A1-2. The SPD is advised to take due care in furnishing such Installation Report.

Discrepancy (if any) and observed by Railways, may be construed as misrepresentation of information by the SPD and Railways may take appropriate action as per this Agreement.

- e. Plant Layout, Plant (AC & DC) SLD, along with Inverter-wise module details.
- f. CEI/CEIG (as applicable) report containing approval for all the components, including modules, inverters, transformers and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate.
- g. Connectivity and Long Term Access, along with Transmission Agreement.
- h. Metering Scheme Approval provided by CTU/POSOCO
- i. Relevant documents from SLDC/RLDC/SPIA/SPD acknowledging successful data communication between plant end and SLDC/RLDC.
- j. RLDC Registration certificate and Charging code/Permission for charging the generating station issued by respective RLDC/SLDC etc.

Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.

- k. Synchronization Certificate issued by STU/CTU for ascertaining injection of power into grid. Self-declaration of synchronization is required along with copy of communication received from CTU/RLDC/SPIA for charging of each element i.e. 220 kV and above Bay at CTU, EHV Line, PSS and 33kV Bay and Inverters..
 - l. In line with CERC Order No. 1/14/2015-Reg.Aff.(FSDS-Proced)/CERC Dated 03.03.2017, SPD shall ensure data telemetry at the inverter level to the concerned RLDC and shall ensure the correctness of the real-time data and undertake the corrective actions, if required.
Line of confirmation received from RLDC/CTU/SPIA with regards to above is required Prior to visit for witnessing the commissioning activities.
 - m. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
- iii) After the submission/ upload of the documents by SPD, Railways shall verify the documents and intimate/reply with remarks. In case any additional

supporting/revised documents are asked by Railways, the same have to be submitted by the SPD.

- iv) Based on the submission of the above documents by the SPD, Railways shall intimate to the SPD about its readiness to visit the project site to witness the commissioning and shall notify the Commissioning Committee/Agency which shall visit the Project site to witness the commissioning of the Project. In case of a multi-agency Committee, the SPD shall ensure the presence of all the members of the Committee constituted to witness the commissioning, on the said date.
- v) The Commissioning Committee/Agency shall visit the Project site to verify the technical compliance on site as per the information submitted by the SPD and to witness the commissioning. In case the committee finds discrepancy/deviation from the information submitted by the SPD during on site verification, the same shall be recorded in the minutes of meeting of the Committee/Agency. Railways shall decide the next date of visit of the Committee/Agency upon rectification of the discrepancies by the SPD.
- vi) On the date of site-visit, the SPD shall be required to demonstrate that equipment of rated capacity as per table given at S.No. (i) of A1 has been installed, all the inverters of rated capacity are operating and energy from the project has flown into the grid.
- vii) Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise on the date of site visit by the commissioning committee. This shall include information of respective meters installed at delivery/interconnection point and pooling substation/plant premises.
- viii) In case the Project meets the requirements as per the provisions of the RfS as verified by the Commissioning Committee/Agency witnessing the commissioning, the Project shall be declared as having been commissioned as on the date of synchronization with the grid, as indicated in the Synchronization Certificate. The date of Commissioning of the Project may be indicated in the Minutes of Meeting of the Committee/ recommendation of the Agency visiting the Project. Any other observation contrary to the above, shall be clearly indicated in the Minutes/recommendations and further decision on commissioning of the Project shall be taken by Railways in this regard.
- ix) Subsequent to the visit of the Commissioning Committee/Agency to the Project

site, the SPD shall submit the following documents in hard copy/scanned form, in order to fulfil the requirements for issuance of Commissioning Certificate:

- a. Minutes of Meeting of the Commissioning Committee/recommendations of the Agency which has witnessed the commissioning of the Project.
 - b. Invoices against purchase of the solar modules, Inverters/PCUs and DC cables along with the summary sheet containing the list of all the invoices, including details and number of items.
 - c. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure- A of the RfS).
 - d. Snap shots of the plant, including but not limited to, solar PV modules, all central inverters (showing instantaneous and total generation of a particular date), switchyards\switchgears, Power Transformers, metering (as per applicable regulations) at delivery point etc. along with the Installation Report.
 - e. SPD shall have to submit/ upload the as-built drawing after the commissioning.
- x) In case of any deviations recorded by the Commissioning Committee/Agency which had prevented the declaration of commissioning of the Project as on the date of synchronization of the Project, the SPD shall be required to submit to Railways, the necessary documents towards rectification of the deviations observed. Upon successful verification of the required documents, the fresh date of visit of the Commissioning Committee/Agency to the Project, shall be notified by Railways. If the Commissioning Committee/Agency visiting the Project finds the deviations earlier noted having been suitably rectified by the SPD, the date of Commissioning of the Project in this case, shall be the actual date of visit of the Commissioning Committee/Agency, else, the entire process shall be repeated until the observed deviations are rectified by the SPD to the satisfaction of the Commissioning Committee/Agency visiting the Project.
- xi) Subsequent to commissioning, the SPD shall provide the SCADA login details to Railways for online real time data monitoring of the Project. The SPD may be required to push the required plant related data to Railways designated server in xml/json formats.

Appendix- A1-2 INSTALLATION REPORT

(To be provided by SPD on letter head and to be submitted at most 7 days prior to proposed commissioning date, which shall be verified by Commissioning Committee)

Sr. No.	Capacity of the Project (MW)	Declared by SPD	Verified by Commissioning Committee
	Capacity already commissioned (MW)		
	Capacity proposed to be commissioned (MW)		
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)		
II.	Type of Tilt (Fixed Tilt/Seasonal Tilt/Tracking)		
III.	Rating of each module (Wp)		
IV.	Number of modules installed of each type (along with Serial Nos. of all the modules installed)		
V.	Make of Module(s) installed of each type (including name of the Supplier and country of origin)		
VI.	Number of PCUs / Inverters installed (along with Serial Nos. of all the PCUs/Inverters installed)		
VII.	Make of the PCUs / Inverters (including name of supplier and country of origin)		
IX.	Rating of PCUs / Inverters		
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)		
X	PV arrays		
	PCUs / Inverters		
	Transformers		
	Capacity of the Project (MW)		
	Remarks , If any		

(Signature of Site Incharge)

Name:

Designation:

Contact Number:

(Project Incharge/Authorised Signatory)

Designation:

Name:

Address:

Contact Number:

Appendix- A1-3 SAMPLE COMMISSIONING CERTIFICATE

Sample Part Commissioning/ Full Commissioning Certificate of Solar PV Power Project

(To be issued by the Zonal Railways.)

This is to certify that <M/s> having its registered office at () has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including plant lay out Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Synchronization Certificate
- (iv) Minutes of Meeting of the Commissioning Committee / recommendation of the Agency visiting the Project

(Authorised Signatory) Supervisor Name / Site Incharge or as Authorised by the Divisional head (Electrical) SEAL:	(Authorised Signatory) Name: Divisional Head (Electrical) or As authorized by PCEE of Zonal Railways SEAL:
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Annexure – B CHECK LIST FOR BANK GUARANTEES

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	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.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialed by executant 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 proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOA No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure – C E-TENDERING INSTRUCTIONS

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING AND REVERSE AUCTION

GENERAL

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

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *REMC Limited* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender[®]. A portal built using ElectronicTender's software is also referred to as ElectronicTender System[®] (ETS).

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on Electronic Tender System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create atleast one MA

4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to REMC Ltd. (Optional)
 - b) View response to queries posted by REMC Ltd.
8. Bid-Submission on ETS
9. Respond to REMC Ltd. Post-TOE queries
10. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

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

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your

registration accepted/activated

Important Note:

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

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

ISN-ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	support@isn-ets.com [Please mark CC: support@electronictender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)
 - Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 23.a, Section-III, ITB of RfS Documents, failing which the technical bids will not be opened.

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

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet, or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

As part of the Electronic Encrypted™ functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid- encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

filled in the complete information in the Electronic Forms[®], the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms[®] and the 'Main-Bid', the contents of the Electronic Forms[®] shall prevail.** In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the REMC Ltd.

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

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in

- advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
 4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
 5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
 6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, REMC Ltd. may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by REMC Ltd., the Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by REMC Ltd.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission is 'COMPLETE'.

NOTE:

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

ADDITIONAL DO's AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

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

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

Annexure- C-1 TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), REMC Ltd. shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-V and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant REMC Ltd. guidelines, shall be initiated by REMC Ltd.
7. The Bidder shall not divulge either his Bids or any other exclusive details of REMC Ltd./Railways to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion,

bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of REMC Ltd., bid process, bid technology, bid documentation and bid details.
- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to the REMC Ltd. contact personnel indicated in the RfS document.
- e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and REMC Ltd./Railways.
- f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - C of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) REMC Ltd. will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used:

<https://www.bharat-electronictender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - V and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety. The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by REMC Ltd. on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by REMC Ltd. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. REMC Ltd. shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

REMC Ltd. reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

REMC Ltd. shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of REMC Ltd. shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

Annexure-D CHECK LIST FOR FINANCIAL CLOSURE

(To be signed by the Authorized signatory of the SPD)

(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure – _____

(12 months from Effective Date of PPA)

Project Company Name _____

Project ID:- _____

LOA No. - _____ Dtd. - _____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Section III, Clause 15 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in PPA
(1)	(2)
Location	
Technology	
Certificate from all financial institutions	<p><u>In case of tie up through Bank / Financial Institutions: -</u></p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as <u>Annexure-I</u>).</p> <p><u>In case of Internal Resources: -</u></p> <p>Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as <u>Annexure-I</u>).</p> <p><i>Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.</i></p>

Note:-

- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**

(ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to Railways as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**

2.0 Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure-III**)

3.0 Technical Parameters of the Project (Section-IV, Cl. B of the RfS)

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure- IV A**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)

4.0 Ownership of the SPD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure V A**)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to Railways on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

5.0 The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

Performa 'A-1' : FUNDING INFORMATION

For cases where funding will be from a Company other than Project Company

Board Resolution from _____(Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs._(in words and figures) to M/s _____(Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____which was selected by REMC Limited to develop the.....MW Solar PV Power Project (Project ID.....), for generation and sale of solar power under the RfS No. _____in respect of which Power Purchase Agreement (PPA) was signed between Railways and _____(Name of Project Company). Funds will be released for the project as per the request of _____(Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from _____(Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by REMC Limited to develop the.....MW Solar PV Power Project (Project ID.....), for generation and sale of solar power under the RfS No. _____in respect of which Power Purchase Agreement (PPA) was signed between Railways and the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per

requirement from the Company

i.e. _____, a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e. _____, agrees to extend full financial support as sought above, Sh. _____, Director, Sh _____, Director.... be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by ____ (Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.

Annexure-E INTEGRITY PACT

Integrity Pact

Between

REMC Ltd., acting for and on behalf of and as an agent /power of Attorney Holder of (Nodal Railway) hereinafter called the “Employer” for Tendering stage

AND

M/s_____ hereinafter referred to as "The Bidder / Contractor" shall sign the integrity pact with Successful Developer at the time of issuing of LOA. The relevant provisions pertaining with tendering process in this pact shall be applicable. This pact begins when both parties have legally signed it. It expires for the SPD when his Bid Security Deposit/EMD is released after issuing of LOA and for all other Tenderers six months after the LOA has been awarded.

Preamble

The Employer intends to award, under laid down organizational procedures, contract/s for “Setting up of upto.....MW Solar PV Power plant at in Railway Land under Tariff Based Competitive Bidding” The Employer values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or contractor/s.

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Employer

- 1) The Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Employer, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Employer will, during the tender process, treat all Bidders with equity and reason. The Employer will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Employer will exclude from the process all known prejudiced persons.
- 2) If the Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Contractor

- 1) The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder will not directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission

of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder will not commit any offence under the relevant IPC/PC Act; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e. Foreign bidders shall disclose the name and address of agents and representatives in India.
 - f. Indian Bidders shall disclose their foreign principals or associates.
- 2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as **Annexure "E-1"** below.

Section 4- Compensation for Damage

- 1) If the Employer has disqualified in terms of the provisions in Section 3, the Bidder/Contractor from the tender process prior to the award of contract, the Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Employer has terminated the contract during execution in terms of the provisions under Section 3, the Employer shall be entitled to demand and recover from the Contractor the damages equivalent to Earnest Money Deposit, Security

Deposits already recovered and Performance Guarantee, which shall be absolutely at the disposal of the Employer.

Section -5 Previous transgression

- 1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing- E1 ".

Section -6 Equal treatment of all Bidders/Contractors/Sub-Contractors

- 1) The Bidder undertakes to demand from all partners/sub-contractors (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Employer before signing the contract.
- 2) The Bidder confirms that any violation by any of his partners/sub-contractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Contractor himself, leading to possible Termination of Contract in terms of Section 4.
- 3) The Employer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidders/Contractors/Sub-Contractors

If the Employer obtains knowledge of conduct of a Bidder, Contractor or Partners / Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor, which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to its Chief Vigilance Officer.

Section - 8 Independent External Monitor / Monitors

- 1) The Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the (Designated officer of REMC Ltd./Nodal Railway).
- 3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners / Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.
- 4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Employer or the Bidder/ Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- 6) As far as possible, the Monitor will submit a written report to the (Designated officer of REMC Ltd.) within 10 days from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.
- 7) If the Monitor has reported to the (Designated officer of REMC Ltd./Nodal Railway). of a substantiated suspicion of an offence under relevant IPC/PC Act, and the (Designated officer of REMC Ltd./Nodal Railway). has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief

Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- 8) Issues like warranty / guarantee etc. shall be outside the purview of IEMs.
- 9) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor when his Security Deposit is released on completion of the Maintenance Period and for all other Tenderers six months after the Contract has been awarded. If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by (Designated officer of REMC Ltd./Nodal Railway).

Section 10: Other Provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being in charge and who holds the Power of Attorney signed by legally authorized signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 4
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 6) In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

Designated officer of Nodal Railway Agent / Power of Attorney Holder

(For & on behalf of the Employer) (For the Bidder/Contractor)

(Office Seal) (Office Seal)

Place:

Date:

Witness 1:

(Name & Address) -----

Witness 2

(Name & Address) -----

Annexure-E-1 GUIDELINES ON BANNING OF BUSINESS DEALINGS

1. Introduction

- 1.1** REMC Ltd., being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. REMC Ltd has also to safeguard its commercial interests. It is not in the interest of REMC Ltd to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on REMC Ltd to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2** Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1** The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.2** It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.3** The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i)** 'Bidder/Contractor/Supplier' in the context of these guidelines is indicated as 'Agency'.
- ii)** 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) The Director shall be the 'Competent Authority' for the purpose of these guidelines. Chairman, REMC Ltd shall be the 'Appellate Authority' in respect of such cases.
 - b) Chairman, REMC Ltd shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iii)** 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- iv)** 'Banning Committee' shall mean a Committee constituted for the purpose of these guidelines by the competent authority. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

4. Initiation of Banning/Suspension

Action for banning/suspension business dealings with any Agency should be initiated by the department/unit having business dealings with them after noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

- 5.1** If the conduct of any Agency dealing with REMC Ltd is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department/Unit, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department/Unit may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2** As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.3** If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4** It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1** If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2** If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or REMC Ltd, during the last five years;
- 6.3** If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;
- 6.4** If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.5** If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

- 6.6** In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.
- 6.7** If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (REMC Ltd) or its official in acceptance/performances of the job under the contract;
- 6.8** If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;
- 6.9** Based on the findings of the investigation report of CBI/Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (REMC Ltd) or even otherwise;
- 6.10** Established litigant nature of the Agency to derive undue benefit;
- 6.11** Continued poor performance of the Agency in several contracts; (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1** A decision to ban business dealings with any Agency shall apply throughout the Company.
- 7.2** If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

8. Show-cause Notice

- 8.1** In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.
- 8.2** If the Agency requests for inspection of any relevant document in possession of REMC Ltd, necessary facility for inspection of documents may be provided.
- 8.3** On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. In case the action contemplated against the Agency includes forfeiture of EMD also besides Banning of Business Dealings, the Banning Committee will also examine whether Clause 9.4 of Tender and Contract Document is attracted and recommend forfeiture or otherwise of EMD considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for

Company-wide banning or otherwise shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order: a) For completely exonerating the Agency; or b) For forfeiture of EMD but for not banning of business dealings with the Agency; or c) For forfeiture of EMD and banning the business dealing with the Agency.

8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it decided to ban business dealings, the period for which the ban would be operative may be mentioned.

9. Appeal against the Decision of the Competent Authority

9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

10. Review of the Decision by the Competent Authority Any petition/application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review.

11. Circulation of the names of Agencies with whom Business Dealings have been banned.

11.1 Depending upon the gravity of misconduct established, the Competent Authority of REMC Ltd may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

12. Restoration

12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as "withdrawn".

12.2 In case any agency applies for restoration of business prior to the expiry of the ban order, depending upon merits of each case, the Competent Authority which had passed the original banning orders may consider revocation of order of suspension of business/lifting the ban on business dealings at an appropriate time. Copies of the restoration orders shall be sent to all those offices where copies of Ban Orders had been sent

Annexure- F DECLARATION FOR FULFILLMENT OF DOMESTIC CONTENT REQUIREMENT CLAUSE

Sir

We, M/s..... (name of the bidder) hereby certify and declare the following:

- (a)** We further declare that we have examined the Bidding Documents No.-----, including subsequent amendments and clarifications, if any.
- (b)** The Solar PV cells and modules to be used in our projects shall be manufactured domestically and comply with the Domestic Content Requirements (DCR) as laid down by Ministry of New and Renewable Energy (MNRE) and incorporated in the Technical Specifications of the Bidding Documents.
- (c)** We declare that as per the provision of the bidding document, we shall supply only domestically manufactured solar cells and modules for the above plant. In case, at any stage of the project execution, it is found that the supplied module doesn't meet the Domestic Content Requirement (DCR), REMC Ltd./Railways can take following action(s).
- i. Filing of criminal case under IPC 420 & related sections.
 - ii. Blacklisting of EPC contractor for period of 10 years.
 - iii. Forfeiting of relevant Bank Guarantee(s).
 - iv. Any other action, in addition to those above.
- (d)** We have read, understood and accept the above clause mentioned and undertake that domestically produced cells and modules complying with MNRE guidelines are only used for the Solar Power Project.
- (e)** We shall maintain, and present upon request by REMC Ltd./Railways, to the Inspection committee of REMC Ltd./Railways, any documentation necessary in support of this certificate. Further, we shall not bar the inspection committee of REMC Ltd./Railways or their representative from visiting our

factories/installations in relation to the agreement between our Company and REMC Ltd./Railways.

(f) In case of any discrepancies found upon the inspection conducted by the committee, it may be dealt as per the decisions of REMC Ltd./Railways.

(Signature).....

(Printed Name)

(Designation).....

(Common Seal)

Annexure- G BID PACKAGES FOR SITES IN DL STATES (TOTAL-740 MW)

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 1: Chhattisgarh, WRS Complex, Raipur									
i.	Chhattisgarh	WRS COMPLEX	Yes	1	271	51	CTU	CTU: PGCIL 400 kV S/S at Kumhari	CEE/EEM, SECR 9752475310
ii.	Chhattisgarh	WRS COMPLEX	Yes	1	105	20			
Total				2	376	71			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 2: Bihar, Sonpur, Madrauni Gobindpur Kausli									
i.	Bihar	Katareah (BJU-KIR) Near Katareah station	Yes	1	329	62	STU	STU: NBPDC 132 kV S/S at Naugachia	CEGE, ECR 9771425302 Dy. CEE/TRD, ECR 9771425308
Total				1	329	62			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 3: Gujarat, Vadodara I									
i.	Gujarat	Champaner Road (CPN)- Panimines (PNN) Closed Section near Madhavas	Yes	1	127	24	STU	STU: GETCO 66 kV S/S at Madhavas	CEE/EEM, WR 9004490325
Total				1	127	24			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 4: Gujarat, Vadodara I									
i.	Gujarat	Champaner Road (CPN)-Panimines (PNN) Closed Section near Shivrajpur	Yes	1	140	26	STU	STU: GETCO 66 kV S/S at Shivrajpur	CEE/EEM, WR 9004490325
Total				1	140	26			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 5: Gujarat, Bhavnagar I									
i.	Gujarat	Botad Jasdan Section (near Botad)	Yes	1	159	30	STU	STU: GETCO 66 kV S/S at Botad	CEE/EEM, WR 9004490325
Total				1	159	30			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 6: Gujarat, Bhavnagar I									
i.	Gujarat	Jasdan – Botad section (near Jasdan)	Yes	1	141	26	STU	STU: GETCO 66 kV S/S at Jasdan	CEE/EEM, WR 9004490325
Total				1	141	26			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 7: Gujarat, Bhavnagar II									
i.	Gujarat	Bhavnagar-Taleja-Mahuva (NG)	Yes	1	520	98	STU	STU: GETCO 66 kV S/S at Taleja	CEE/EEM, WR 9004490325
		Total		1	520	98			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 8: Gujarat, Ahmedabad division									
i.	Gujarat	Chanasma closed MG section, near Chanasma	Yes	1	66	12	STU	STU: GETCO 66 kV S/S at Chanasma	CEE/EEM, WR 9004490325
		Total		1	66	12			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 9: Gujarat, Ahmedabad division									
i.	Gujarat	Chanasma-Harij closed MG section, near Kamboi	Yes	1	106	20	STU	STU: GETCO 66 kV S/S at Kamboi	CEE/EEM, WR 9004490325
		Total		1	106	20			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 10: Gujarat, Ahmedabad division									
i.	Gujarat	Ex Patan (Khalipur)-Kakoshi closed MG section Ahmedabad	Yes	1	112	21	STU	STU: GETCO 66 kV S/S at Jangral	CEE/EEM, WR 9004490325
		Total		1	112	21			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 11: Gujarat, Vadodara division									
i.	Gujarat	Jambusar (JMB)-Kavi (KVI) Closed Section, Vadodara	Yes	1	183	34	STU	STU: GETCO 220 kV S/S at Gavasad	CEE/EEM, WR 9004490325
		Total		1	183	34			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 12: Gujarat, Vadodara division									
i.	Gujarat	Jhagadiya (JGI)-Netrang (NET) Closed Section, near Jhagadiya	Yes	1	69	13	STU	STU: GETCO 66 kV S/S at Jhagadiya	CEE/EEM, WR 9004490325
		Total		1	69	13			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 13: Gujarat, Vadodara division									
i.	Gujarat	Jhagadiya (JGI)- Netrang (NET) Closed Section, near Netrang	Yes	1	72	13	STU	STU: GETCO 66 kV S/S at Netrang	CEE/EEM, WR 9004490325
Total				1	72	13			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 14: Madhya Pradesh, Singrauli									
i.	Madhya Pradesh	Singrauli	Yes	1	445	83	STU	STU: 132 kV S/S at Singrauli	CEGE, ECR 9771425302 Dy. CEE/TRD 9771425308
Total				1	445	83			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 15: Rajasthan, Jaipur									
i.	Rajasthan	Dabla-Singhana (Old closed siding land)	Yes	1	290	54	STU	STU: 132 kV S/S at Mehada	CEGE, NWR 9001195301
Total				1	290	54			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 16: West Bengal, Adra, Purulia									
i.	West Bengal	Adra	Yes	1	205	38	DVC	DVC (400/220)	CEGE, SER 9002080305
Total				1	205	38			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 17: Bihar, Various districts									
i.	Bihar	Kursela (KUE-THB) on the left & right hand side-track, Sonpur	Yes	1	170	32	STU	STU: NBPDC 132 kV S/S at Naugachia	CEGE, ECR 9771425302 Dy. CEE/TRD, ECR 9771425308
ii.	Bihar	Garhara (BJU-GHZ) LAL BAGH, Sonpur	Yes	1	82	15	STU	STU: NBPDC 132 kV S/S at Begusarai	
Total				2	252	47			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 18: Maharashtra, Various districts									
i.	Maharashtra	Kurdwadi (Chink Hill old RPF training center)	Yes	1	80	15	STU	132 kV substation at Kurdwadi	CEE, EEM, CR 8828110302
ii.	Maharashtra	Barshi (Barshi Yard)	Yes	1	24	4	STU	132 kV substation at Barshi	CEE, EEM, CR 8828110302
Total				1	104	19			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 19: Punjab, Various districts									
i.	Punjab	Ghalkalan station (station side), Ferozepur	Yes	1	13	2	STU	STU of PSPCL 66 kV S/S at Dugru	CEGE, NR 9717637300
ii.	Punjab	Ghalkalan station (opposite station side), Ferozepur	Yes	1	9	2	STU	STU of PSPCL 66 kV S/S at Dugru	
Total				2	22	4			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 20: Rajasthan, Various districts									
i.	Rajasthan	Balotra (Balotra - Pachpadara), Jodhpur	Yes	1	160	30	STU	STU of JVVNL 132 kV S/S at pachpadra	CEGE, NWR 9001195301
Total				1	160	30			

S.No.	State	Site Name	Survey undertaken	No. of Sites	Approx. Area available (acre)	Possible Capacity (MW)	Connectivity	Nearest Substation for reference purposes	Railway Contact Person for the Site
Package 21: Uttar Pradesh, Various districts									
i.	Uttar Pradesh	MB - LKO RAC Premnagar West Colony, Roza	Yes	2	80	15	STU	UPPTCL 220/132 kV S/S at Shahjahanpur	CEGE, NR 9717637300
Total				1	80	15			

Annexure-H CONTACT DETAILS OF NODAL OFFICERS RESPONSIBLE FOR SITE

The bidders are advised to visit the project site for survey before bidding. The contact details of various Nodal officers are as below:

S.No.	Zonal Railways/PU	Designation	Mobile No.
1	SECR	CEE/ EEM	9752475310
2	ECR	CEGE	9771425302
		Dy. CEE/TRD	9771425308
3	WR	CEE/ EEM	9004490325
4	NWR	CEGE	9001195301
5	SER	CEGE	9002080305
6	CR	CEE/ EEM	8828110302
7	NR	CEGE	9717637300