



# **Railway Energy Management Company Limited (REMCL)**

**(A Joint Venture Company of Indian Railways and RITES Ltd.)**

**Request for Selection (RfS) Document for Procurement of  
Renewable Power through Tariff Based Competitive Bidding  
from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.**

**RfS No. REMCL/CO/Hybrid/2019/1 Dated: 18.06.2019**

**ISSUED BY**

**Railway Energy Management Company Limited  
(REMCL)**

**RITES Bhawan, Ground Floor, Central Wing,  
Plot No. 1, Sector-29, Gurgaon-122 001  
Tel No. 0124-2818748,752**

**Email - [remcl@rites.com](mailto:remcl@rites.com)**

DISCLAIMER:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **seven (7) days from the date of notification of RfS/ Issue of the RfS documents**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Railway Energy Management Company Limited (REMCL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.
3. While this RfS has been prepared in good faith, neither REMCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Place: Gurgaon

Date: 18.06.19

## Bid Information Sheet

<b>Document Description</b>	RfS document for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.
<b>RfS No.&amp; Date</b>	<b>REMCL/CO/Hybrid/2019/1 dt 18.06.19</b>
<b>Broad Scope</b>	Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.
<b>Date of commencement of downloading of RfS document</b>	<b>18.06.19</b>
<b>Pre-bid Conference/Clarification Meeting</b>	As per the NIT on NIC Portal (in the office of REMCL )
<b>Last date &amp; Time for (a) Online Submission of Response to RfS and (b) Submission of all documents as per clause 3.25 A physically</b>	As per the NIT on NIC Portal
<b>Online Bid Opening ( Techno-Commercial)</b>	As per the NIT on NIC Portal, <b><a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a></b>
<b>Financial Bid Opening</b>	Prior to start of Reverse Auction
<b>Reverse Auction</b>	Will be informed to eligible bidders
<b>Date &amp; Time for start of Reverse Auction</b>	<b>To be intimated by email.</b>
<b>Cost of RfS Document (non-refundable)</b>	Rs. 29500/- (inclusive of GST), to be submitted either through NEFT/RTGS transfer in the account of REMCL, or in the form of DD/Pay Order, along with the response to RfS in favour of <b>“Railway Energy Management Company Limited”</b> , payable at <b>Gurgaon</b> .
<b>Processing Fee (non-refundable)</b>	Rs. 3 Lakh +18% GST for each response to RfS, to be submitted either through NEFT/RTGS transfer in the account of REMCL, or in the form of DD/Pay Order along with the response to RfS in favour of <b>“Railway Energy Management Company Limited”</b> , payable at Gurgaon.
<b>REMCL Bank Details</b>	Bank: <b>Axis Bank Limited</b> Account Holder: <b>Railway Energy Management Company Limited</b> Branch: <b>DLF, Gurgaon</b> Account No.: <b>913020000871191</b> IFSC Code: <b>UTIB0000131</b> MICR Code: <b>110211019</b>
<b>EMD</b>	Earnest Money @ Rs. 5 Lakh / MW / Project is to be submitted in the form of Bank Guarantee along with the Response to RfS.

<b>Name, designation, Address and other details ( For submission of Response to RfS)</b>	CEO, Railway Energy Management Company Ltd. (REMCL), Ground Floor, Central Wing, Plot No. 1 , Sector-29, Gurgaon-122001  Email – <a href="mailto:remcl@rites.com">remcl@rites.com</a>
<b>Details of persons to be contacted in case of any assistance required</b>	<ol style="list-style-type: none"> <li>1. Sh. Rupesh Kumar General Manager Phone: 0124-2818741</li> <li>2. Sh. Abhishek Sr. DGM Phone: 0124-2818748</li> <li>3. Sh. Prashant Singh Engineer Phone: 0124-2818752</li> </ol>
<b>Important Note: Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated on <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> and the details will only be available from <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a></b>	

## **Section 1**

# **INTRODUCTION, BACKGROUND & SCHEME DETAILS**

## **Section 1**

### **Introduction, Background & Scheme Details**

#### **1.1. INTRODUCTION**

- 1.1.1. RAILWAY ENERGY MANAGEMENT COMPANY LIMITED (REMCL) is a Joint Venture (JV) company of Indian Railways and RITES Ltd. hereinafter referred to as “REMCL” or “Authorized Representative”, 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.
- 1.1.2. All the activities related to bid process management starting from publishing of RFS/PPA till award of LOA to Successful Bidder will be done by REMCL on behalf of Indian Railways. Thereafter all activities related to signing of Power Purchase Agreement & operationalisation of Hybrid Power etc. with the Successful Developer will be carried out by Zonal /Indian Railways. REMCL will act as the Bid Process Co-ordinator and manage the bid centrally on behalf of Indian Railways.
- 1.1.3. Not used.
- 1.1.4. MNRE has issued Guidelines for “Setting-up of 2500 MW ISTS-connected Wind-Solar Hybrid Power Projects” vide F.No.238/78/2017-Wind dated 25.05.2018, under the National Wind-Solar Hybrid Policy issued by MNRE on 14.05.2018. The Guidelines provide a framework for promotion of large grid connected wind-solar PV hybrid systems for optimal utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability.
- 1.1.5 REMCL hereby invites proposals for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects. Detail scheme of proposed Hybrid Power Projects is provided at Annexure-F. Zonal Railways shall enter Power Purchase Agreement (PPA) with the Successful Bidders selected based on this RFS document. REMCL shall not be party in case of any dispute or litigation arises in PPA and execution of work after issuance of LOA by REMCL.

## **1.2. BACKGROUND**

- 1.2.1. Indian Railways (IR) consumes about 18 BUs annually and its peak load is around 2000 MW. Indian Railways (IR) has started taking power as Deemed Licensee in various states for its operational requirements.
- 1.2.2. Procurement of power in deemed licensee mode mandates Indian Railway to comply with Renewable Power Obligation as per various CERC/SERC's directives and National Tariff Policy. IR's has already taken various initiatives for fulfillment of its RPO obligation by procuring Renewable Power through Solar & Wind plants in various parts of country. With a view to further enhance its energy portfolio with green power, Indian Railways is stepping towards utilization of Hybrid Renewable Power.
- 1.2.3. The RfS provides for a transparent methodology for Procurement of Hybrid Power at a price determined through competitive bidding and e-reverse auction process. Besides facilitating de-carbonization of Indian Railways this initiative will fulfill solar/non-solar RPO and also boost investment in the sector thus achieving the National goal of reaching 175 GW of renewable power capacity by 2022.

## **1.3. OVERVIEW OF THE RFS FOR ISTS/InSTS CONNECTED WIND-SOLAR HYBRID POWER PROJECTS**

- 1.3.1. Hybrid Project Developers (hereafter referred to as HPDs) selected by REMCL based on this RfS, shall set up Wind-Solar Hybrid Power Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from CPP portal.
- 1.3.2. Zonal Railways shall enter into PPA with the HPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to each HPD is fixed at Rs. 2.70/kWh for the entire term of 25 years. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Custom Duties, Tax Holidays, etc. available for such projects as per prevailing conditions. 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 REMCL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.
- 1.3.3. Detail scheme of proposed Hybrid Power Projects is provided at Annexure-F.
- 1.3.4. Zonal Railways shall sign PPAs with the Successful Bidders (HPDs) at the respective tariffs discovered after e-reverse auction. The duration of the PPAs shall be 25 years from the Commercial Operation Date of the Projects.
- 1.3.5. No separate Central Financial Assistance is envisaged for implementation of the projects selected under this RfS.

#### **1.4. SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS**

- 1.4.1. The Projects to be selected for aggregate capacity as defined in Annexure F, provide for procurement of Wind-Solar Hybrid Power. However, the selection of projects would be technology agnostic.
- 1.4.2. Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will also be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers. Projects which got commissioned 2 years before bid due date or projects having COD older than 2 years as on bid due date shall not be considered. In case of already commissioned Plants which has completed 2 years of operation as defined above, duration of PPA shall remain unchanged i.e. 25 years. The HPD shall be responsible for continuity of power supply through the term of PPA through effective maintenance or repowering of plant or otherwise.
- 1.4.3 Traders are also allowed to participate in the tender on behalf of Hybrid Power developers. In that case Trader have to submit a copy of valid Category License or Equivalent Trading License issued by Appropriate Commission and executed a Power Purchase Agreement or an equivalent arrangement for supply of power.



**Section 2**  
**DEFINITIONS**

## **Section 2**

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

### **Definitions**

**"Act" or "Electricity Act, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

**"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 by one company with at least 50 percent of the voting right in the other company,

**"Appropriate Commission"** shall mean as defined in the PPA;

**"Bidder"** means Bidding Company or a Limited Liability Partnership firm (LLP) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/LLP/ Bidding Consortium/Consortium Member of a Bidding Consortium including its successors, executors and permitted assignee and Lead Member of the Bidding Consortium jointly and individually, as the context may require;

**"Bid Capacity"** means aggregate project capacity of all wind-solar hybrid projects proposed by a bidder.

**"Bidding Consortium" or "Consortium"** shall refer to a group of Companies that has collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;

**"Buying Entity"** means any Zonal Railway that requires Hybrid power to fulfill its solar and non-solar RPO under respective RPO regulations;

**"Chartered Accountant":** For bidders incorporated in India, "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;

**"Company"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

**“Commercial Operation Date (COD)”** shall mean the date as defined in Clause 3.18;

**“Contracted capacity”** shall mean the A.C capacity in MW contracted with Railways for supply by the HPD to Railways at the Delivery Point from the Hybrid Power Project;

**“Contract Year”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 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 March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and
- (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.;

**“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 to the Board of Directors;

**“Controlling shareholding”** shall mean more than 50% of the voting rights and paid up share capital in the Company/Consortium;

**“CTU” or “Central Transmission Utility”** shall mean the Central Transmission Utility as defined in sub-section (1) of section 38 of the Electricity Act 2003;

**“Day”** shall mean calendar day;

**“Capacity Utilization Factor or 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.

For illustration, 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,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ .

It may be noted that in the above illustration, the capacity ‘Y’ MW shall refer to the Contracted Capacity in terms of the PPA;

**“Effective Date”** shall mean the date as on 60<sup>th</sup> day from the date of issuance of Letter of Award, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;

**“Equity”** shall mean Net Worth as defined in Companies Act, 2013;

**“Financial Closure or Project Financing Arrangements”** means arrangement of necessary funds by the Project 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;

**“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;

**“Inter-connection/Injection/Delivery/Metering point”** means the point at 220 kV or above where the power from the wind-solar hybrid power project(s) will be injected into the ISTS/InSTS (including the dedicated transmission line connecting the wind power Project with the substation system). Metering shall be done at this interconnection point where the power will be injected into. For interconnection with grid and metering, the HPDs shall abide by the relevant CERC Regulations, Grid Code, and Central Electricity Authority Regulations as amended from time to time;

**“Interested Parties”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

**“InSTS”** means Intra-State Transmission System.

**“ISTS”** means Inter-State Transmission System.

**“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);

**“Lead Member of the Bidding Consortium” or “Lead Member”:** There shall be only one Lead Member, having shareholding more than 51% in the Bidding

Consortium, which cannot be changed till one year from the Commercial Operation Date (COD) of the Project;

**“Letter of Award” or “LOA”** shall mean the letter issued by REMCL to the successful Bidder for award of the Project;

**“Limited Liability Partnership” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

**“LLC”** shall mean Limited Liability Company;

**“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;

**“Month”** shall mean calendar month;

**“Net-Worth”** means the Net-Worth as defined section 2 of the company Act, 2013;

**“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Company Act, 2013.

**“Parent”** means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;;

**“Pooling Substation/Pooling Point”** means a point where more than one hybrid power projects 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 HPD(s) to get connected to the ISTS/InSTS substation. The voltage level for such common line shall be 220 kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS/InSTS substation. However, the voltage level of transmission system of individual Hybrid Power Projects up to the pooling substation shall be at 132 kV or 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;

**“PGCIL”** means Power Grid Corporation of India Limited;

**“PPA”** shall mean the Power Purchase Agreement signed between the successful bidder and Railways according to the terms and conditions of the standard PPA enclosed with this RfS;

**“PSA” : Not Used**

**“Project”** means new wind-solar hybrid project in each state and is defined by separate points of injection into the grid at interconnection/ metering point at ISTS/InSTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have a separate control system and metering.

**“Project Capacity”** means the maximum AC capacity at the point of injection on which the Power Purchase Agreement shall be signed.

**“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 document/PPA.

**“Project Developer” or “Developer” or “Wind-solar Hybrid Project Developer (HPD)”** means the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a hybrid project capacity by REMCL through a competitive bidding process;

**“RfS document”** shall mean the bidding document issued by REMCL including all attachments, clarifications and amendments thereof vide RfS no. REMCL/CO/Hybrid/2019/1 dt 18.06.2019

**“Railways”/“Zonal Railways”/“Nodal Railways”** shall mean Zonal Railway which is buying entity for power generated by HPD.

**“REMCL”** shall mean Railway Energy Management Company Limited.

**“Sub-pooling Substation”** shall mean the intermediate pooling point where power from the Solar and Wind Project components of the Hybrid Power Project is injected into and from where the hybrid power is evacuated through a single transmission line and injected into the Interconnection Point.

**“Scheduled Commissioning Date”** shall be the date as on 18 months from the Effective Date of the PPA.

**“SECI”** shall mean Solar Energy Corporation of India Limited;

**“Scheme”** : Not used

**“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;

**“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

**“STU or State Transmission Utility”** 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;

**“TOE”** shall mean Tender Opening Event;

**“Trader”** shall mean a bidder for sale of wind power generated from the projects selected under this RfS;

**“Ultimate Parent”** shall mean a company, which owns not less than 51% (Fifty-one Percent) equity, either directly or indirectly in the Parent and Affiliates;;

**“Week”** shall mean calendar week;

**“Wind Power Project”** means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

**“Wind Solar Hybrid Power Project”** means the wind-solar hybrid power project where the rated power capacity of one resource is at least 25% of the rated power capacity of the other resource .

## **Section 3**

# **BID INFORMATION & INSTRUCTION TO BIDDERS**



## **Section 3**

### **BID INFORMATION AND INSTRUCTIONS TO BIDDERS**

#### **3.1 Obtaining RfS Document, Cost of documents & Processing Fees**

3.1.1. The RfS document can be downloaded from the website of ***<https://etenders.gov.in/eprocure/app>***.

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

3.1.2. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee 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 and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bank details of REMCL are provided in Bid Information Sheet. The bids submitted without cost of the RfS document and/or Processing Fee (including partial submission of either of the respective amounts) and/or Bank Guarantee against EMD, may be liable for rejection by REMCL.

#### **3.2 Total Capacity Offered, Project Scope and Technology selection**

Selection of Grid-connected Wind-Solar Hybrid Power Projects will be carried out through e-bidding followed by e-Reverse Auction process.

##### **Capacity of each Project:**

The Hybrid Power Projects are required to be designed for inter-connection with transmission network of CTU at voltage level of 220 kV or above. Following points are to be noted in this regard:

- I. Detail scheme of proposed Hybrid Power Projects is provided at Annexure-F.
- II. Not Used

**Note:** In the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Project capacity of the

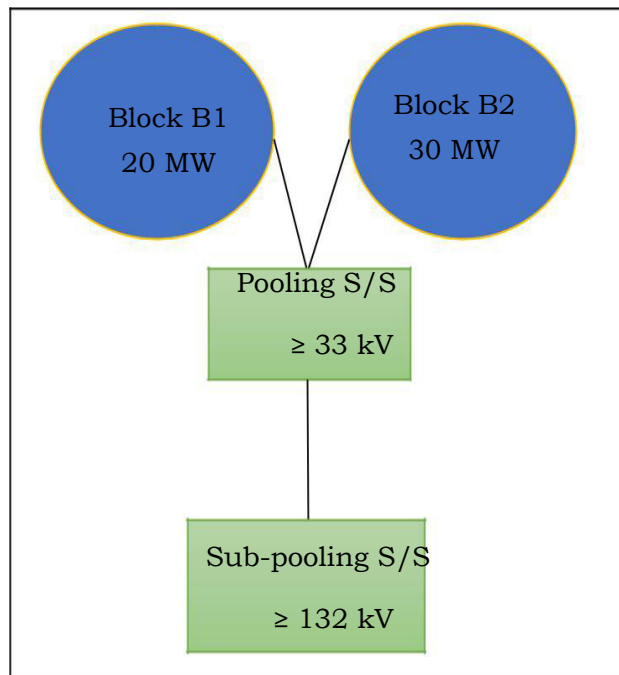
Hybrid Power Project at the output level of the Sub-Pooling Substation, which shall be considered as the Project capacity of the Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA.

For avoidance of any doubt, it is hereby reiterated that the Project capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for commissioning under the RfS.

- III. The solar Project component may also be sub-divided into a number of 'blocks', being set up at multiple locations, if required. However, such blocks for a single solar Project component shall be located within the same State. The minimum voltage level for a single block shall be 33 kV. These individual blocks shall be pooled at a minimum voltage level of 33 kV, at a 'pooling station'. It may be noted that the said pooling station will have a different meaning than the Pooling Substation as defined in the RfS. A single transmission line shall connect the above pooling substation to the 'sub-pooling' substation as defined in Clause 3.7 below.

One of the possible configurations of a solar Project component having separate locations for each block, is illustrated below, for elaboration:

**SOLAR PROJECT COMPONENT CAPACITY: As defined in Bid**



- IV. The HPDs shall demonstrate the rated capacities of each component separately at the input side of the Sub-Pooling Substation, in line with the Commissioning procedure as notified by REMCL.

### **Project Scope and Technology Selection:**

Under this scheme, the HPD shall set up Wind-Solar Hybrid Power Project(s) including the transmission network up to the Delivery Point in line with Clause 3.7, 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 (along with connectivity and Long Term Open Access) including those required from State Government and local bodies shall be in the scope of the HPD. The selection of Projects would be technology agnostic. Cost of bay construction at CTU substation shall be borne by the HPD, if applicable under the CTU provisions. For setting up the Hybrid Power Projects, the HPD shall strictly adhere to the specific Wind-Solar Hybrid Power Policy of the State (wherever applicable) where the Project is located.

### **3.3 Not Used**

### **3.4 Maximum Eligibility for Project capacity allocation for a Bidder**

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- 3.4.1 Under this RfS, A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit a single bid application for a minimum cumulative capacity of as provided at Annexure-F.
- 3.4.2 The total capacity of wind-solar hybrid power projects to be allocated to a bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited as provided at Annexure-F.
- 3.4.3 Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- 3.4.4 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.
- 3.4.5 In case the Bidder wishes to set up more than one Project, then the Projects would need to be physically identifiable with separate injection points, control systems and metering arrangement.

### **3.5 Qualification Requirements**

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

#### **A. General Eligibility Criteria**

- 3.5.1. Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
- 3.5.2. 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 i.e. SPV and get it registered under the Companies Act, 2013, before 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 6.5).

3.5.3. 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 an Indian Company registered under the Companies Act, 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) 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 of a foreign company participating as a member of consortium, the clause 3.5 A. (3.5.7) shall be applicable.

3.5.4. Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to either demonstrate or infuse the capital in form of his own equity in line with the requirement stipulated in bid document. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is unable to demonstrate/ infuse capital in form of his own equity in the Company registered in India or is not able to sign the PPA with Railways, EMD of such Bidders shall be forfeited.

**Note: Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.**

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

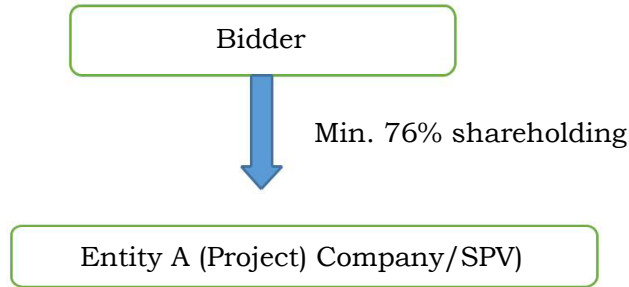
3.5.6. A Bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% 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 to execute more than one Project.

3.5.7. Any consortium, if selected as successful Bidder for the purpose of supply of power to Railways, 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 Railways, i.e. the Project Company incorporated shall have the same shareholding pattern as 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 50% 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 Railways, subject to the condition that, the management control remains within the same group of companies.

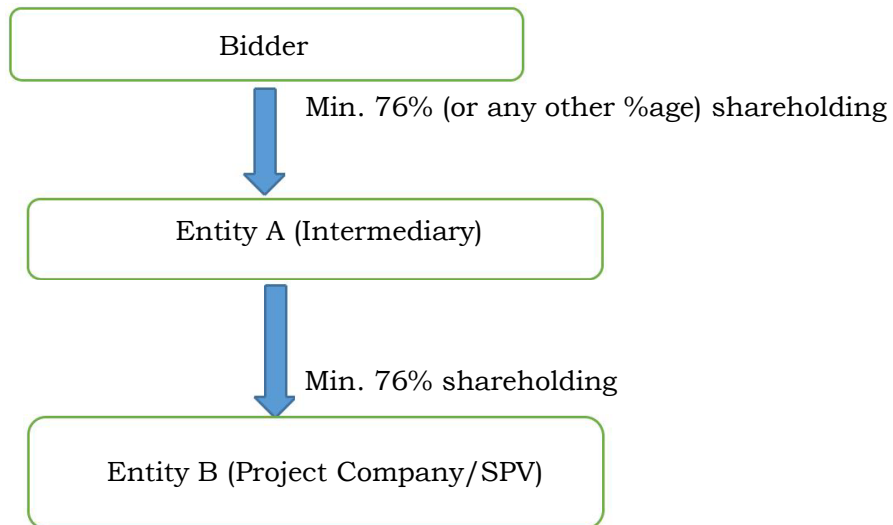
3.5.8. The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake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

3.5.9. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 3.5 A 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 the RfS conditions, only Scenario 1 is permissible in case of projects being implemented by SPVs.**

**B. Technical Eligibility Criteria**

- i. Under the provisions of 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 shall provide information about the solar PV panels and wind turbines proposed to be installed in the project at the time of Financial Closure.
- ii. In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the Scheduled Commissioning Date of the projects will be allowed for deployment under the RfS. For solar modules and balance of systems, the technical guidelines issued by MNRE from time to time for grid connected Solar PV systems and the technical

guidelines prevalent at the time of commissioning of the Project, will be followed.

- iii. The Projects shall also comply with the criteria for power generation detailed in Clause 3.9.
- iv. 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.

### **C. Financial Eligibility Criteria**

#### **I. Net-Worth:**

- a. The Net-Worth of the Bidder should not be less than Rs. 1.50 Crore per MW (of the capacity quoted) as on the last date of Financial Year 2018-19.
- 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.

**II.** 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 (I) 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 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.

**III.** 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 Fifty percent (50%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.

**IV.** A Company/ Consortium would be required to submit annual audited accounts for the financial year 2017-18 along with a net worth certificate from a practicing Statutory Auditor to demonstrate fulfillment 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.

**Note:** In case of foreign Bidders, in the event the Bidder is unable to furnish the audited accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the 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 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.

- V.** 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 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.
- VI.** In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates prevailing on the relevant date and used for such conversion, as certified by their banker. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 3.5.C.V above.
- VII.** In case the response to RfS is submitted by a Consortium, then the financial requirement 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.

For e.g. if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 200 MW, then, total Net-Worth to be met by the Consortium is Rs. 1.50 Crores x 200 MW = Rs. 300 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 210 Crores and to be met by Consortium Member B would be Rs. 90 Crores.

### **3.6** Not Used

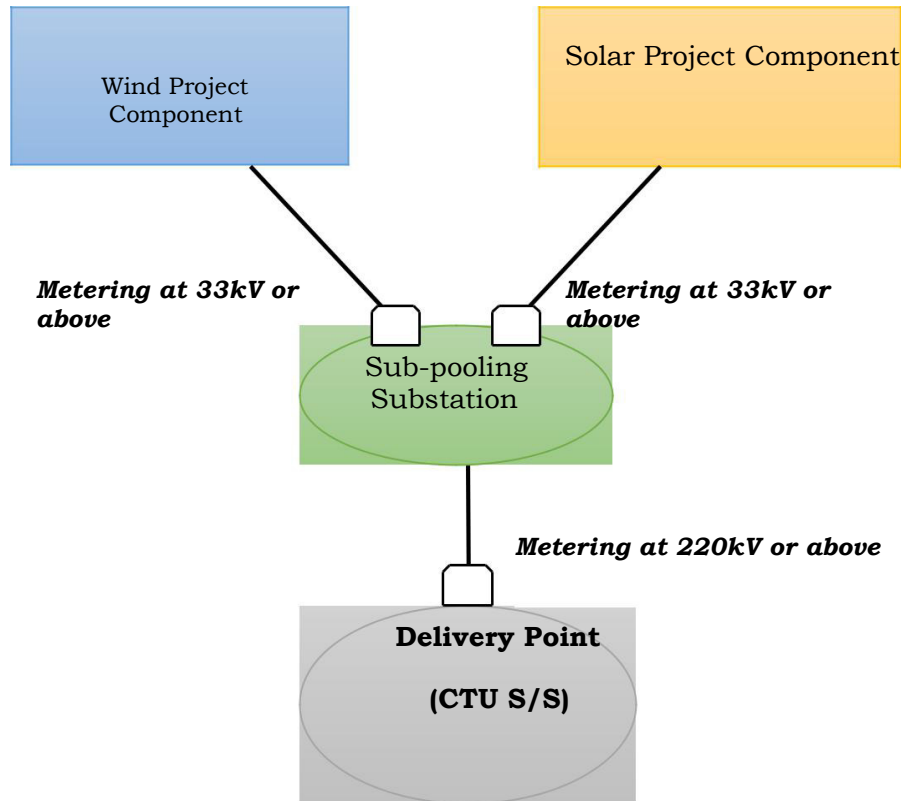
### **3.7 Connectivity with the Grid**

- 3.7.1 The project should be designed for interconnection with the ISTS/InSTS in accordance with prevailing CERC regulations in this regard. For interconnection with the grid and metering, the HPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commission and CEA. Minimum voltage level for interconnection at the ISTS/InSTS shall be 220 kV.
- 3.7.2 The responsibility of getting the ISTS/InSTS connectivity and Long Term Access (LTA) shall entirely be the HPD and shall be at the cost of the HPD. Such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS/InSTS substation. The transmission of power up to, and including at the point of interconnection where metering is done for energy accounting, shall be the responsibility of the HPD at its own cost. In case an HPD is required to use InSTS to bring wind power at ISTS/InSTS point, it may do so per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system

up and including at the interconnection point shall be responsibility of the HPD.

**3.7.3 Bidders shall have to follow only the following configuration for interconnection with the Grid, based on the prevailing provisions in the respective States:**

**Option-1:**

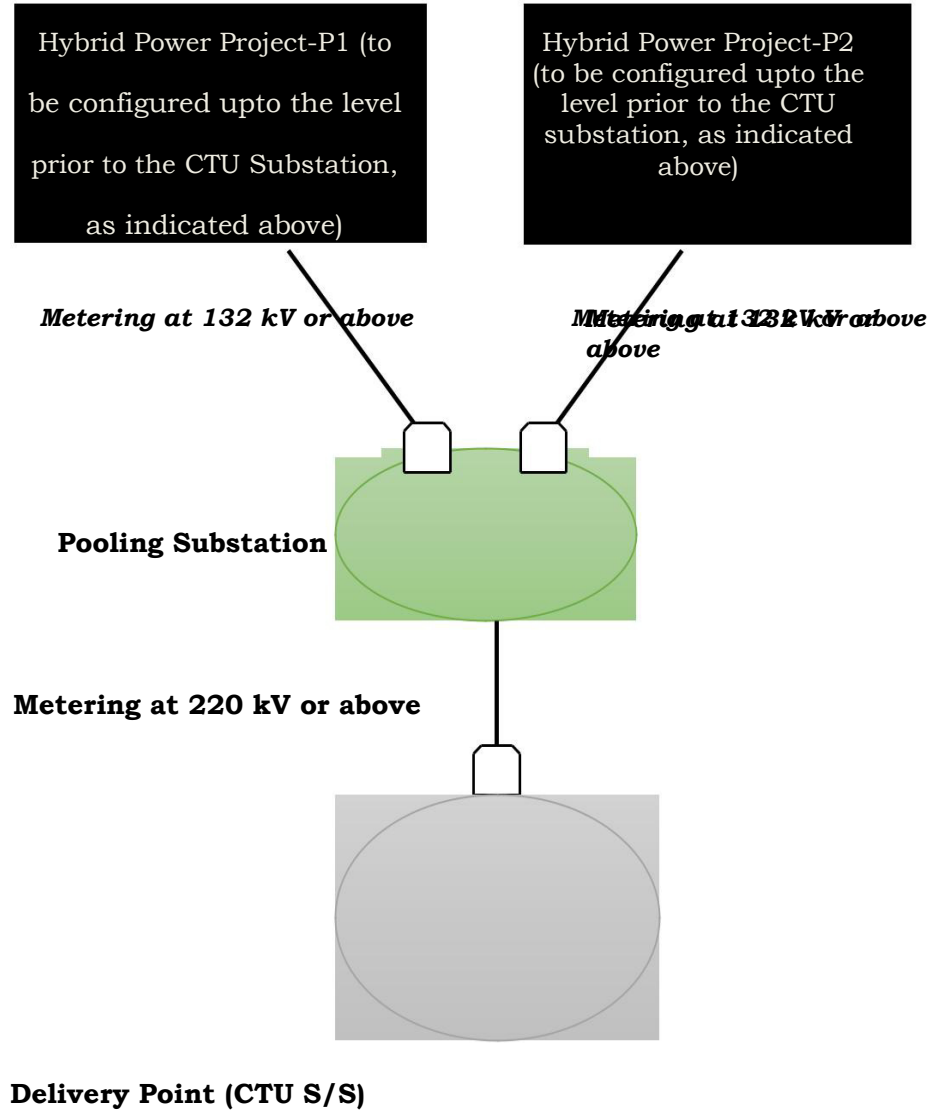


The above configuration shall constitute a single Hybrid Power Project.

It may be noted that sub-pooling of wind and solar power from the respective components may also be achieved on 'cluster-basis', prior to the Delivery Point, i.e., there can be more than one Sub-pooling Substations, pooling multiple smaller groups of solar and wind components, where hybridization of power takes place. However, any such hybridization of power shall mandatorily be achieved prior to injection of power into the Delivery Point. Further, at each Sub-pooling Substation, individual meters accounting energy injected from solar and wind power components.



It is reiterated that the 'sub-pooling station' as indicated in Option-1 above, is different than the Pooling Substation as defined in Section-2 of the RfS. The Pooling Station as defined in the RfS shall construe the following configuration:



The Hybrid Project Developers shall strictly follow the configurations only from the options provided above. Configurations deviating from the above may be liable to be rejected by Railways/respective SLDC at the time of commissioning.

3.7.3 The arrangement of connectivity can be made by the HPD through a dedicated transmission line which the HPD 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 HPD. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU substation through a common transmission line subject to the following conditions:

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

The energy accounts are divided and clearly demarcated for the power generated at the Project and are issued by the STU/SLDC/RLDC concerned. In case of Pooling substation, losses in the transmission line between the Pooling substation and the CTU substation, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation.

3.7.4 The responsibility of getting ISTS/InSTS connectivity and Long Term Open Access (LTA) shall entirely be with the HPD and shall be at the cost of the HPD. In this regard, the HPD shall be required to follow the detailed Connectivity Procedure as issued by CERC on 15.05.2018 and amended from time to time. Bidders should make note of the information pertaining to bay availability at their identified Delivery Point, from the CTU. In case the total no. of Projects awarded at a substation does not match with the available bay structure, or the awarded Project capacity at one bay results in underutilization of that bay, the corresponding HPDs shall be required to pool their projects in line with the directions of the CTU for optimum resource utilization and in accordance with the Procedure for Grant of Connectivity at ISTS/InSTS substations issued by CERC/SERC. Such additional costs, if any, shall be borne by the respective HPDs. In order to achieve optimal utilization of resources, which is the intended result for setting up of Hybrid Projects, the HPDs are encouraged to obtain connectivity for a capacity (in MW) based on the actual hybrid capacity being injected into the grid, irrespective of the installed capacity.

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

3.7.6 Reactive power & power drawn from grid charges as per CERC/SERC regulations shall be payable by HPD as per provisions of PPA.

- 3.7.7 Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PPA.
- 3.7.8 The Buying Entity will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the Drawl Point.
- 3.7.9 The HPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs, in line with the Procedure for Grant of Connectivity at ISTS substations notified by the CERC dated 15.05.2018. In case the HPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to Railways. Further, the HPD shall be allowed to change its Delivery Point including the State where the Project is located, until the fulfillment of condition of Financial Closure. The responsibility of obtaining LTA as per the revised location of the Project, and any delay in Financial Closure/Commissioning of the Project on account of the same, shall be liable to be borne by the HPD.
- 3.7.10 At least 30 days prior to the proposed commissioning date, the HPD shall be required to submit the connectivity letter from Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the CTU substation.

Long Term Access (LTA) shall be required to be submitted by the HPD prior to commissioning of the Project.

### **3.8. Not Used**

### **3.9. Power Generation by Wind-Solar Hybrid Power Developer**

#### **A. Criteria for generation**

The bidders will declare the annual CUF of their Projects in the Covering Letter as per **Format 6.1** and HPDs will be allowed to revise the same once within first year of COD. The declared annual CUF shall in no case be less than 30% (thirty percent). Calculation of CUF will be on yearly basis from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of next year. HPD shall maintain generation so as to achieve annual CUF not less than **90%** of the declared value and not more than **120%** of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by Railways to the extent of non-availability of grid for evacuation which is beyond the control of the HPD. The annual CUF will be calculated every year from 1<sup>st</sup> April of the year to 31<sup>st</sup> March next year. The Buying Entity may use the hybrid power for fulfillment of solar and non-solar RPO in the proportion of rated capacity of solar and wind power in the hybrid project respectively.

#### **B. Shortfall in minimum generation**

During PPA, if for any year, it is found that the HPD has not been able to generate minimum energy corresponding to the lower limit of CUF declared by

the HPD, such shortfall in performance shall make the HPD liable to pay the compensation provided in the PPA as payable to Railways and the HPD shall duly pay such compensation to Railways. This will, however be relaxable by Railways to the extent of grid non-availability for evacuation, which is beyond the control of the HPD. The amount of compensation shall be equal to the compensation payable by the Railways towards non-meeting of solar RPO and non-solar RPO, if such compensation is ordered by the respective SERC. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with Railways affecting supply of wind-solar hybrid power by HPD.

**C. Excess generation**

The HPD may repower the Project at a later stage, if required. However, in no case the HPD will be allowed to inject power more than capacity allotted. The HPD will not be allowed to sell excess energy beyond the limit as per the CUF, to any entity other than Railways, unless refused by Railways. In case Railways purchases the excess generation, the same shall be done at the PPA tariff. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the HPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement.

**D. Offtake constraints due to Transmission Infrastructure / Grid Unavailability & Backdown:**

a. **Generation Compensation in offtake constraints due to Grid Unavailability:**

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the HPD. In such cases the generation compensation shall be addressed by Railways in following manner:

<b>Duration of Grid unavailability</b>	<b>Provision for Generation Compensation</b>
Grid unavailability in a contract year as beyond 50 hours in a Contract Year as defined in the PPA:	<p><b>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</b></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ 8766 hours less total hours of grid unavailability in a Contract Year</p>

The excess generation by the HPD 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 (Contract Year shall be as defined in the PPA).

b. **Offtake constraints due to Backdown:** The HPD and Railways shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to Wind and Solar power projects. Accordingly, no wind-solar hybrid power plant, duly

commissioned, should be directed to back down by a Discom / Load Dispatch Centre (LDC). In case such eventuality of backdown arises, 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 HPD shall be eligible for a generation compensation, from Railways, in the manner detailed below.

<b>Duration of Backdown</b>	<b>Provision for Generation Compensation</b>
Hours of Backdown during a monthly billing cycle.	<p><b>Generation Compensation = 50% x</b></p> <p><b>[(Average Generation during the month corresponding to the capacity backed down) x PPA tariff]</b></p> <p>Where, Average Generation during the month corresponding to the capacity backed down (kWh) = (CUF during the month) x <math>\frac{\sum(\text{Backed down capacity in MW} \times \text{corresponding time of backdown in hours})}{1000}</math></p>

The Generation Compensation as calculated above, will be limited to the extent of shortfall in annual generation corresponding to the maximum CUF permitted as per Clause 3.9A above and the same will be settled on annual basis. No trading margin shall be applicable on this generation compensation as per Clause 3.9.D. (b) above.

**Note:** Notwithstanding anything mentioned above, the provisions of Clause 3.9.D of the RfS shall be applicable subject to the acceptance of the same by the respective Zonal Railways in the Power Purchase Agreement.

### **3.10. Clearances required from the State Government and other local bodies**

The Hybrid Power Developers are required to obtain necessary clearances and permits as required for setting up the Wind-Solar Hybrid 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. 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 HPD shall submit an undertaking in this regard, and it shall be deemed that the HPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the HPD.

### **3.11. Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)**

The Bidder shall provide the following Bank Guarantees to REMCL in a phased manner as follows:

- i) **Earnest Money Deposit (EMD) of Rs.5 Lakh / MW per Project** in the form of Bank Guarantee according to Format 6.3 A 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 shall be issued in the name of the Bidder / Lead Member of Bidding Consortium.

The Bidder shall furnish the Bank Guarantees towards EMD to REMCL, from any of the Banks listed at Annexure-C of the RfS. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India.

- ii) **Performance Bank Guarantee (PBG):** Bidders selected by REMCL based on this RfS shall submit Performance Bank Guarantee for a value of **@ Rs 20 Lakh/MW/Project** within 30 days of issuance of Letter of award or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 6.3B, issued in the name of Railways, for a value **@ Rs 20 Lakh/MW/Project** with a validity period starting from the date of issuance of the PBG until 30 months from the date of issuance of LOA. The PBG shall be required to be issued in the name of the Company signing the PPA with Railways, i.e. either the successful Bidder or the SPV incorporated for implementing the Project. 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 REMCL 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 levied on per day basis shall be paid by the HPD 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 on pro-rata basis.
- b) Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the HPD shall be encashed by REMCL 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.

- iii) All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.
- iv) The successful Bidder shall furnish the PBGs from any of the Banks listed at Schedule-2 of draft PPA to Railways. PBGs issued by foreign branch of a bank from bank list given in Schedule-2 of draft PPA is to be endorsed by the Indian branch of the same bank or State Bank of India.

- v) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- vi) The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- vii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/HPDs.
- viii) 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.
- ix) After the bidding process is over, REMCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders/project capacities within 15 days after conducting the e-reverse auction. The PBGs of the HPDs shall be returned to the HPDs 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 3.17.
- x) The selected Bidders are required to sign PPA with Railways in line with the timelines as mentioned in Clause 3.14. In case, the selected Bidder refuses to execute the PPA within the stipulated time period, the Bank Guarantee equivalent to the amount of the EMD shall be encashed by REMCL/ Railways from the Bank Guarantee available with REMCL/Railways (i.e. either EMD or PBG) as liquidated damages not amounting to penalty, and the selected Project(s) shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

### **3.12. Success Charges**

Upon issue of Letter of Intent (LOI) by REMCL, Successful Bidders shall have to pay Rs.1.00 Lakh/MW/Project + 18% GST, to REMCL towards administrative overheads, liaising with Zonal Railways /State Authorities, Discom/STU/CTU, till signing of PPA & Power Flow to Zonal Railways ~~pre-commissioning and commissioning expense~~. The payment has to be made by the Selected Bidder in the form of DD/Pay Order/transfer through RTGS, within 15 days of issuance of LOI. The delay in depositing the said amount to REMCL as mentioned above within the stipulated time may attract interest @18% per annum, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges. After receipt of above success fee REMCL shall issue Letter of Award (LOA) to the successful bidders.

### **3.13 Forfeiture of EMD**

The BG towards EMD shall be encashed and forfeited by REMCL in following cases:

- i) If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- ii) In case, Railways offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per

Clause 3.14 or does not execute the PPA within the stipulated time period;

- iii) If after date of issue of LOA, it is found that the documents furnished by the Bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed; and
- iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 3.11.

### **3.14 Power Purchase Agreement**

3.14.1A copy of Standard Power Purchase Agreement to be executed between Railways and the HPD shall be provided along with this RfS. The PPA shall be signed within 02 months from the date of issue of Letter of Award (LoA), if not extended by Railways. *(For e.g. If the LOA is dated 07-04-2019, then the last date of signing of PPA shall be 07-06-2019).* Subsequent extension in this timeline shall be finalized as mutually agreed by Railways and the HPD.

**Note:** PPA will be executed between Railways and the HPD as per the breakup of the cumulative Project capacity awarded to the Bidder. The HPD shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1), which can be changed by the HPD prior to signing of PPA. The final project configuration, adding up to the cumulative capacity awarded to the bidder may be intimated to Railways at the time of signing of PPA, which shall remain unchanged subsequent to signing of PPA, except for the provision of change in location of the Project(s), which is allowed until the achievement of Financial Closure. Delays in connectivity and/or LTA for the Project(s) on account of such changes in Project locations, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder. The PPAs shall be valid for a period of 25 years from the date of COD.

3.14.2 The Performance Bank Guarantee as per Clause 3.11 and Success Charges as per Clause 3.12 above, shall be submitted by the HPD prior to signing of PPA & prior to issue of LOA respectively. Before signing of PPA between Railways and the HPDs, REMCL will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the documents. If at this stage it is found that the documents furnished by the HPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

3.14.3 Successful Bidders will have to submit the required documents to Railways preferably within 30 days of date of issue of Letter of Award (LOA). In case of delay in submission of documents beyond the timeline as mentioned above, Railways shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

In case of unavoidable delays on the part of the HPD in submission of requisite documents prior to signing of PPAs, the effective date of the PPA shall remain the date as on 60 days from issuance of LOA, irrespective of the date of signing of PPA.

3.14.5 Railways will be obliged to buy the entire power as per generation schedule, to be provided by the HPDs subject to limitations as per Clause



3.9.C, required under grid regulations. However, the HPDs are required to achieve a minimum CUF as stipulated in clause 3.9.A.

3.14.6 Zonal Railways will execute Power Purchase Agreements (PPAs) valid for 25 years, with the HPD for sale of Hybrid power. Further, Railways will have to maintain LC and Escrow Arrangement as defined in the PPA.

3.14.7 The HPDs will be free to reconfigure and repower their Projects 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), and any excess generation shall be dealt as per the relevant clause of the PPA.

3.14.8 The HPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the HPD and Railways, as the case may be, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

### **3.15. Not Used.**

### **3.16. Financial Closure or Project Financing Arrangements**

The HPD shall report tie-up of 100% of the Financing Arrangements for the Projects within 12 months from effective date of PPA, in the form of loan sanction letter for debt component and Board Resolution for equity contribution. *For e.g. If the effective date of the PPA is 07-04-2019, then the last date of achieving Financial Closure shall be 07-04-2020.*

In case of delay in achieving above condition as may be applicable, Railways shall encash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of Force Majeure.

An extension can however be considered by Railways on the sole request of HPD, on payment of Rs. 10,000/- per day per MW as extension charges. This amount will go into a separate fund and will be used for development of wind energy sector as per guidelines formulated by MNRE for the purpose. This extension will not have an impact on the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, Railways shall issue notices to the HPDs 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 HPDs to either furnish the necessary documents or make the above mentioned payment of Rs. 10,000/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 HPDs and terminate the PPA for the corresponding Project. The amount of Rs. 10,000/MW/day shall be paid by the HPDs 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 HPD. In case of the HPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the HPD 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.

In addition to the above, the compliance of Financial Closure shall entail fulfilment of the following conditions:

- i. Submission of the details of all planned/proposed solar panels, inverters and wind turbine generators, along with necessary purchase order/agreements for the project at least 14 days prior to the scheduled financial closure date. The HPD shall also indicate the rated capacity of any storage facility, if proposed at the Project site.
- ii. Clear possession of 100% of the land identified for the project. In this regard, the HPD shall be required to furnish documents/lease agreements to establish possession/right to use 100% of the required land in the name of the HPD for a period not less than the complete term of the PPA. In case of leasing of land, appropriate state regulations regarding tenure of lease agreement shall be applicable. In cases where the lease agreements are for a period shorter than the PPA Term, solely on account of applicable State Governmental regulations, the HPD shall be required to submit an undertaking that the lease agreements shall be appropriately extended in line with the Term of the PPA, when required. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Railways, in case of default of the HPD.
- iii. Sworn affidavit from the authorized signatory of the HPD listing the details of the land and certifying that total land required for the Project is under clear possession of the HPD. Change of land and Delivery Point for the projects, including the State where the Project is located, is allowed prior to fulfilment of Financial Closure, under prior intimation to Railways.

HPDs 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.

### **3.17. Commissioning**

The Commissioning of the Projects shall be carried out by the HPDs in line with the procedure elaborated in the PPA document. Railways may authorize any individual, committee, or organization to witness and validate the commissioning procedure on site.

#### **A. Part Commissioning**

Part commissioning of the Project is not allowed.

#### **B. Commissioning Schedule and Liquidated Damages not amounting to Penalty for delay in Commissioning**

The Project shall be fully commissioned within 18 months from the Effective Date of the PPA, which shall be termed as the Scheduled Commissioning Date (SCD) (for e.g. if the Effective Date of the PPA is 07.04.2019, then Scheduled Commissioning date shall be 07.10.2020). In case of failure to achieve this milestone, Railways shall levy the liquidated damages in the following manner:

- a. **Delay up to Six months** – The total PBG amount on per day basis and proportionate to the balance capacity not commissioned.
- b. **Delay of more than six months** – In case the commissioning of the Project is delayed beyond six (6) months from the Scheduled Commissioning Date, the tariff discovered for the Project after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 27 months from the date of issue of LoA. In case, the Commissioning of the Project is delayed beyond 27 months from the date of issue of LoA, the PPA capacity shall stand reduced / amended to the Project Capacity commissioned, provided that the commissioned capacity is not below 50% of the allocated Project Capacity, whichever is higher, and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. If the HPD fails to commission Project capacity of 50% of the allocated Project Capacity, whichever is higher, within a period of 27 months from the date of issue of LoA, apart from imposition of penalties as listed above, he shall be blacklisted and will not be allowed to participate in any other scheme of REMCL/Railways for a period to be decided by them. For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days. In case of delay of project commissioning due to the reasons beyond control of the HPD, Railways after having satisfied with documentary evidence produced by the HPD for the purpose and which Railways finds beyond doubt, can extend the time for commissioning date by upto three months, without any financial implications to the HPD. For any extension beyond the period of three months, Zonal Railways will take appropriate decision based on the penal provisions.

### **C. Early Commissioning**

The HPD shall be permitted for full commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity and Long-Term Access (LTA). In cases of early commissioning, Railways shall purchase the generation at the PPA tariff. Early commissioning of the Project and subsequent energy procurement from the same shall be allowed only in case where the Railways agrees to purchase power from the Project at an earlier date and at 100% PPA tariff.

### **3.18. Commercial Operation Date (COD):**

The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the project as declared by the SNA/Commissioning Committee.

The following two milestone dates for commissioning may therefore be observed and may fall on separate dates:

- i) **Inter connection with Grid:** This may be provided by the PGCIL/State Transmission Company on the request of the HPD, to facilitate testing and allow flow of power generated into the grid to avoid wastage of power.
- ii) **Commissioning of 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 infirm power produced and flowing into the grid before COD shall not be at the cost of Railways under this scheme and HPD will be free to make short-term sale to any organization or individual as per regulations. Railways at its sole discretion may agree to buy this power if they find it viable outside the Scheme/PPA/any other agreement at its sole discretion.

### **3.19. Not Used.**

### **3.20 Minimum Paid up Share Capital to be held by Project Promoter**

- i) The Bidder shall provide complete information in their bid in reference to RfS about the promoters and upon issuance of LOA, the HPD shall indicate its shareholding in the company indicating the controlling shareholding, before signing of PPA with Railways.
- ii) No change in the 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.
- iii) **In case of SPVs:** The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA, shall not fall below 50% at any time prior to 1 (one) year after the COD. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 50% at any time prior to 1 (one) year after COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- iv) **In case of the successful 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 paid up share capital), till 1 (one) year after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- v) In case of companies having multiple promoters (but none of the shareholders having not less than 51% 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 Commercial Date of Operation (COD).
- vi) Any change in the shareholding after the expiry of 1 year from COD can be undertaken under intimation to Railways. Transfer of controlling the shareholding 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.

- vii) 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 Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to Railways.

### **3.21. Structuring of the Bid selection process**

- i) 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 together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause 3.25.

### **3.22. 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 as stated at Annexure – D and Annexure-E.

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 6.1.**
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 6.2.**

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 6.3 A.**
4. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** 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, to sign the PPA with Railways.

Also, Board Resolution from each member of the Consortium in favour of the person signing Consortium Agreement.

- b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
    - c. 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 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
  6. **Format of Financial Requirement as per Format 6.6**, along with the certificate from practicing Statutory Auditors mentioning of UDIN no showing details of computation of the financial credentials of the Bidder.
  7. Format for Disclosure as per **Format 6.8**.
  8. Format for Commitment to Financial Closure as per **Format 6.9**.
  9. **Attachments**
    - i) 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/Wind 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/Wind Power plant development has to be submitted prior to signing of PPA.
    - ii) Certificate of Incorporation of Bidder / all members of Bidding Consortium.
    - iii) A certificate of shareholding of the Bidder, its Parent and Ultimate Parent (if any), duly certified by a practicing Statutory Auditor/ Company Secretary as on a date not earlier than 30 days prior to the last date of bid submission, along with Documents containing information about the Promoters and their shareholding in the Bidder (as on a date not earlier than 30 days prior to the last date of bid submission), indicating the controlling shareholding at the stage of submission of response to RfS to REMCL as per Clause 3.20. REMCL 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.

- iv) Certified copies of annual audited accounts for the financial year 2017-18.
- v) Not Used.
- vi) Bidder shall be additionally required to furnish the break-up of the Estimated Project Cost as per **Format 6.11 A** (separately for each project) as part of the response to RfS.

### **3.23 Important notes and instructions to Bidders**

- a. 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.
- b. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 3.14.
- c. 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, REMCL 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.
- d. If the event specified at 3.23 (c) is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e. Response submitted by the Bidder shall become the property of the REMCL and REMCL 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 3.11.
- f. All documents of the response to RfS (including RfS, PPA and all other documents uploaded on CPP portal as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.
- g. The response to RfS shall be submitted as mentioned in Clause 3.22. 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, REMCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- h. Not used
- i. 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.

- j. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- k. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by REMCL.
- l. Response to RfS not submitted in the specified formats will be liable for rejection by REMCL.
- m. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- n. 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 REMCL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- o. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

### **3.24 Non-responsive Bid**

The electronic response to RfS submitted by the bidder along with the documents submitted offline to REMCL 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 and/or processing fee 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. Not used
- e. Non submission of the original documents mentioned at Clause 3.25 A by due date and time of bid submission;
- f. Any indication of the tariff quoted, 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.



**Note:** Bid(s) not accompanied with requisite amount of cost of RfS Document and/or processing fee and/or EMD as mentioned in the Bid Information Sheet may be treated as non-responsive.

### **3.25 Method of Submission of Response to RfS by the bidder**

#### **A. Documents to be submitted Offline (in Original)**

The Bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

**Bidding Envelope:** Super scribed as “**Bidding Envelope containing Covering Envelope**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom must contain the following:

- i) **Covering Envelope:** Super scribed as “Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution” must contain the following:
- DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
  - Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet
  - Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.
  - Covering Letter as per Format-6.1,
  - Power of Attorney as per Format 6.2 (if applicable),
  - Board Resolution as per Format 6.4
  - Consortium Agreement as per Format 6.5 (if applicable)

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

<p><b><i>Response to RfS for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.</i></b></p>
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Cumulative Capacity of the projects applied for	_____ MW
No. of Projects Bid for	
RfS Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	<b>CEO Railway Energy Management Company Ltd. Ground Floor, Central Wing, Plot No. 1 , Sector-29, Gurgaon-122001 Tel No. 0124-2818748 Email – remcl@rites.com</b>

## B. Documents to be submitted Online

Detail instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-D and E. The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

**If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.**

All documents of the response to RfS submitted online must be digitally signed on <https://etenders.gov.in/eprocure/app> which should contain the following:

### 1. “Technical Bid (First Envelope)”

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

- i.) Formats- 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6, 6.8 and 6.9 as elaborated in Clause 3.22;
- ii) All attachments elaborated in Clause 3.22, under the sub-clause 9: Attachments, with proper file names.
- iii) All supporting documents regarding meeting the eligibility criteria.
- iv) Covering letter as per Format-6.11 of this RfS document;
- v) Break-up of Estimated Project Cost as per Format 6.11 A of the RfS document;

**The Bidder will have to fill the Electronic Form provided at the CPP portal as part of Technical Bid.**

**2. “Financial Bid (Second Envelope)”**

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

- i) Financial Bid (BOQ) in excel format provided on CPP portal for quoting tariff in paisa/kWh for each project.

**Only a single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the CPP portal. The instructions mentioned in the Financial Bid Electronic Form (BOQ) have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.**

**Important Note:**

- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- (ii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

**3.26 Notice board for display:**

The selected HPD 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;"><b>MW ISTS/InSTS Connected Wind-Solar Hybrid Power Project(s) Owned and operated by</b></p> <p style="text-align: center;">----- (insert name of the HPD)</p> <p style="text-align: center;"><b>(Under the RfS for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects by Railway Energy Management Company Limited)</b></p> <p style="text-align: center;"><b>Project Location:.....</b></p>
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**3.27 Not Used.**

**3.28 Validity of the Response to RfS**

The Bidder shall submit the response to RfS which shall remain valid up to Two Hundred Forty (240) days from the last date of submission of response to RfS (“Bid Validity”). REMCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

**3.29 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. REMCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

**3.30 Clarifications/Pre Bid meeting/ Enquires/ Amendments**

- i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through NIC portal.
- ii) REMCL 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 REMCL’s response will be uploaded in the website <https://etenders.gov.in/eprocure/app>. If necessary, amendments, clarifications, elaborations shall be issued by REMCL which will be notified on CPP Portal web site. No separate reply/intimation will be given for the above, elsewhere.
- iii) A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet (venue to be notified later on REMCL’s website or NIC Portal).

iv) Enquiries/ clarifications may be sought by the Bidder from:

<b>Name of the Authorized Person of REMCL:</b>	<b>Contact Details:</b>
Mr. Rupesh Kumar, General Manager	Phone (Off):0124-2818741 Email: gmremcl@gmail.com
Mr. Abhishek, Sr. Deputy General Manager	Phone (Off): 0124-2818748 Email: abhishek@rites.com
Mr. Prashant Singh, Engineer	Phone (Off): 0124-2818752 Email: prashant@rites.com

**3.31 Right of REMCL to reject a Bid**

REMCL 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.

**3.32 Post LoA 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 HPD. Railways shall not be liable for issuing any intimations/reminders to HPDs for timely completion of milestones &/or submission of compliance documents.

Any checklist shared with HPD by 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 RfS and PPA must be timely submitted by the HPD.

**Section 4**  
**BID EVALUATION**  
**&**  
**SELECTION OF PROJECTS**

## **Section 4**

### **Bid evaluation methodology and selection of Projects**

#### **4.1 Bid Evaluation**

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

REMCL will evaluate the bids State wise based on the Technical & Financial Eligibility illustrated under clause 3.5 of the RfS document.

#### **4.2 Techno-commercial Evaluation of Bidders**

##### **A. First Envelope (Technical Bid) Evaluation (Step-1):**

- i) The first envelope (Technical Bid submitted online) of only those bidders will be opened by REMCL whose required documents as mentioned at clause 3.25 A are received at REMCL office on or before the due date and time of bid submission.
- ii) 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.
- iii) Subject to Clause 3.24, REMCL 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, REMCL 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 REMCL within 5 (five) days from the date of such intimation from REMCL. All correspondence in this regard shall be made through email/ CPP portal/Post 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. REMCL shall not be responsible for rejection of any bid on account of the above.
- iv) The response to RfS submitted by the Bidder shall be scrutinized to establish techno-commercial eligibility as per RfS.
- v) Not used.

## **B. Second Envelope (Financial Bid) Evaluation (Step-2):**

In this step evaluations shall be done based on the “Tariff” quoted by the Bidders in the Electronic Form (BOQ) of Financial Bid. After this step, the shortlisted Bidders shall be invited for the Reverse Auction.

- i) Second Envelope (containing Tariff) of only those Bidders shall be opened whose technical bids are found to be qualified.
- ii) The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a single tariff per kWh, for all the Projects quoted in the bid.
- iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders. Those bids where the tariff quoted is more than Rs. 2.70/kWh i.e. 270 paisa/kWh (Ceiling Tariff), shall be summarily rejected.
- iv) Not used.
- v) Note: On completion of Techno-commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of REMCL. Thereafter REMCL will take appropriate action as deemed fit.
- vi) 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.

### **vii) Preparation of ranking list**

- (a)** Total eligible bidders for reverse auction shall be decided as mentioned below:

Assuming, **T** = Total number of techno-commercially qualified bidders and if T is less than or equal to 3 then all bidders will be invited to participate. If T is greater than 3 that the bidder quoting highest price shall be eliminated and remaining bidders shall participate in reverse auction.

## **4.3 Reverse Auction (Step-3)**

- 4.3.1.1 After opening of the commercial bids, Reverse Auction Process (RAP) will be done for the bidders (for each state) who are eligible to participate in the e- auction as per the scheduled date and time to be intimated later.
- 4.3.1.2 After opening of the commercial bids, the lowest value quoted by the bidders against each State will become the auction start price for auction and the participant bidders have to quote below the auction price against the state for which they are eligible.
- 4.3.1.3 The Bidder would be allowed to bid lower than the



opening price of auction against each state separately in multiples of the decrement value mentioned in para 4.3.5 (ii). However, bidder can only bid lower than the Lowest Bid against the state. The bidder shall bid against only that state for which the bidder is eligible. For example, if bidder is eligible for state 1 only, then he should enter revised bid value in RAP for that state 1 only. It will be bidder's responsibility to enter value against right state. Bidding against wrong state will lead to cancellation of price quoted by bidder and he will not be able to participate further in the auction. Also, the EMD of the bidder will be forfeited.

- 4.3.1.4 The Bidder will be able to view the following for both the states irrespective of eligibility on his screen along with the necessary fields: i) Opening Price. ii) Leading Bid in the Auction, i.e., the lowest bid. iii) Bid placed by him. At no point of time will any bidder see the names of other bidders.
- 4.3.1.5 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 in the applicable state.
- 4.3.1.6 In case bidder is eligible for all states and doesn't wish to enter the lowest bid price against any one of the state, then he shall quote the price only for state against which he wish to continue further.
- 4.3.1.7 The evaluation criteria is based on Price alone in auction. The Bidder who quotes the lowest evaluated Price is determined as the lowest bidder of the state.
- 4.3.1.8 System protects bid and bidder information till auction gets over and displays current L1 price to the bidder.
- 4.3.1.9 Initial period of reverse auction will be 30 minute in the slot of 10 minutes. There will be auto extensions of time every time by eight minutes in case of any reduction recorded in the last eight minutes. The

reverse auction will come to a close only when there is no further reduction recorded in the last eight minutes slot in any state.

- 4.3.1.10 The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- 4.3.1.11 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 in applicable state. The status of the bidder (L1, L2 etc) against each state shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- 4.3.1.12 Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
- 4.3.1.13 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 for the state. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- 4.3.1.14 Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- 4.3.1.15 All electronic bids submitted during the reverse auction process against a state(s) shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder against that state and acceptance of the same by REMCL/Railways will form a binding contract between REMCL/Railways and the bidder for entering into a contract.
- 4.3.1.16 If the lowest price received against any state during reverse auction is unreasonable or it is unacceptable on ground of being too high, the REMCL/Railways

reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, REMCL/Railways may not accept such bid against any state and may go for another tender process.

4.3.1.17 In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

4.3.1.18 However, if Reverse Auction does not lead to any bid, REMCL/Railways shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.

4.3.2. Not used.

4.3.3. Not used.

4.3.4. At least one week prior to reverse auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent to by email to all Bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-Reverse Auction.

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

- i) During the reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
- ii) The minimum decrement value for tariff shall be Rs 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff. Further Maximum seal percentage is 50 %. (Maximum Seal percentage is the maximum value a bidder can quote in multiples of detrimental value. **In case of Reverse Auction**, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decrement or in multiples of excremental value up to above Max Seal %. For example: Current price:- Rs 49,000

Decrement value:- Rs. 1000 System Defined Maximum Seal %:-, in this case a bidder can quote minimum decrement amount as Rs 49,000-1000 = Rs 48,000 and maximum decrement amount is 49000-124500-1000=23500=24000\*.)

- iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- iv) During reverse auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- v) In the bidder's bidding window, the following information can be viewed by the bidder:
  - a. Its tariff as their initial start price and there after last quoted tariff for the particular project/state;
  - b. The list of all the bidders with their following details:  
Pseudo Identity, last quoted tariff for the particular project/state
- vi) The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 10 (Ten) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff.

If no such change as described above is effected during the last 10 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

#### **4.4 Selection of Successful Bidders**

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

4.4.2. Not used.

4.4.3. **Not used**

4.4.4. In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to be given to that Bidder who has quoted his last bid earlier than others.

4.4.5. In the above case (as mentioned in previous clause), if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follow:

Step – 1: Lowest rank (L1) will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on.

If there is also a tie among any of these Bidders, then the following step (Step 2) will be followed.

Step – 2: Ranking will be done based on draw of lots.

- 4.4.6. **Issuance of LOI/LOAs:** At the end of selection process, LOI shall be issued by REMCL for fulfillment of compliance therein. Thereafter a Letter of Award (LOA) will be issued to all the successful Bidders for each Project. In case Consortium being selected as successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

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

Also, REMCL shall reserve the right to not allot project to any bidder at its discretion if prices are abruptly high.

## **Section 5**

### **OTHER PROVISIONS**

## **Section 5**

### **OTHER PROVISIONS**

#### **5.1 Role of State Nodal Agencies**

The State Nodal Agency 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 constitute Commissioning Committee to verify commission of the projects and issue commissioning certificates.

#### **5.2 Role of State Transmission Company/CTU/PGCIL**

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

- Upon application of LTA/Connectivity as per CERC Regulations, CTU shall coordinate with the concerned agencies and facilitate grant of connectivity and LTA so that projects are completed within stipulated time frame.
- Provide detail of existing as well as proposed ISTS/InSTS Sub-station with indicative information on total installed transformation capacity and capacity available in MVA which can be injected / evacuated from these sub-stations at particular time.
- Support during commissioning of projects

#### **5.3 Performance Monitoring**

All wind power projects under the scheme shall comply the Grid Code and Regulations made thereunder. They must install necessary equipment to continuously measure wind resource data and other weather parameters and simultaneously measure the electricity generated from the each wind turbine. They will be required to submit this data to REMCL/Zonal Railways or any other designated agency through on-line and/or a report on regular basis every month for the entire duration of PPA. Further, they shall mandatorily also grant access to REMCL/Zonal Railways or any other designated agency to the remote monitoring portal of the power projects on a 24X7 basis.

#### **5.4 Not used.**

## **Section 6**

### **FORMATS FOR BID SUBMISSION**



## Section 6

### **6.0 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 Clause 3.5, 3.6, 3.7 of Section 3 and other submission requirements specified in the RfS.

- i) Format of Covering Letter **(Format 6.1)**
- ii) Format of Power of Attorney **(Format 6.2)**
- iii) Format of Earnest Money Deposit (EMD) **(Format 6.3 A)**
- iv) Format of Performance Bank Guarantee **(Format 6.3 B)**  
(to be submitted prior to signing of PPA)
- v) Format of Board Resolutions **(Format 6.4)**
- vi) Format of the Consortium Agreement **(Format 6.5)**
- vii) Format of Financial Requirement **(Format 6.6)**
- viii) Undertaking w.r.t. no event of default **(Format 6.7)**
- ix) Format of Disclosure **(Format 6.8)**
- x) Format of Commitment to Financial Closure **(Format 6.9)**
- xi) Format of Proposed Technology Tie-up **(Format 6.10)**
- xii) Format of submission of financial bid **(Formats 6.11)**
- xiii) Break-up of Estimated Project Cost **(Format 6.11 A)**
- xiv) Technical Requirements for Grid Connected Wind Power Projects **(Annexure - A)**
- xv) Check List for Bank Guarantees **(Annexure-B)**
- xvi) List of Banks **(Annexure-C)**
- xvii) Special Instructions to Bidders for e-Tendering and Reverse Auction **(Annexure-D)**
- xviii) Terms & Conditions of Reverse Auction Procedure **(Annexure-E)**
- xix) Bill of Quantity (BOQ) for financial bid **(Format 6.11 B)** ( Format provided on CPP portal)

The Bidder may use additional sheets to submit the information for his detailed response.

**FORMAT-6.1**  
**Covering Letter**

(The covering letter should be on the Letter Head of the Bidder/ Lead Member of the Bidding Consortium)

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidder/ Lead Member of the Bidding Consortium)

Tel.#:

Fax#:

E-mail address#

To

**CEO**

**Railway Energy Management Company Ltd.,  
Ground Floor, Central Wing,  
Plot No. 1, Sector-29,  
Gurgaon-122001**

**Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.**

Dear Sir,

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 and terms 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 6.8 under Disclosure). We are submitting application for the development of following Hybrid Power Project(s): -

<b>Project No.</b>	<b>Capacity (MW)</b>	<b>Location of Project (Village, Tehsil, State)</b>	<b>Interconnection Point Details</b>	<b>Proposed CUF</b>

1. We give our unconditional acceptance to the RfS, dated ..... [Insert date in dd/mm/yyyy], and standard PPA. In token of our acceptance to the RfS and PPA along with the amendments and clarifications issued by REMCL, 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 shall be binding on us. Further, we confirm that the Project shall be commissioned within 18 months from the Effective Date of PPA.

2. Earnest Money Deposit (EMD): - *(Please read Clause 3.11 carefully before filling)*

We have enclosed EMD of Rs. .... (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 6.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.11 of this RfS. The total capacity of the Wind Power 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 for the selected Projects within due time as mentioned in 3.11 (ii), on issue of LOA by REMCL for the selected Projects and/or we are not able to sign PPA with Railways within 02 months from date of issue of LOA or as intimated by Railways/REMCL for the selected Projects, REMCL/Railways shall have the right to encash the EMD/PBG submitted by us, as applicable, 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 – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and REMCL offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

6. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by REMCL 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 REMCL 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.

7. 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, execute the PPA in the event of our selection as successful Bidder.

8. 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, such SPV shall be our 100% 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.

9. We hereby undertake that in the event of our project being selected under the RfS, we shall be solely responsible for getting the connectivity prior to commissioning of the Project. In the event of delay in commissioning with the grid of CTU grid, the provisions of 3.17 B of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established.

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

11. 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 REMCL.

12. 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.

13. 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 two hundred forty (240) days from the last date of submission of response to RfS).

14. Contact Person

Details of the representative to be contacted by REMCL are furnished as under:

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

15. 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 Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.22  
(5) (a))

**FORMAT-6.2**

*(Applicable only in case of Consortiums)*

**Format of Power of Attorney**

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

**POWER OF ATTORNEY**

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

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 of .....and having its Registered /Head Office at .....as 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

-----

(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:-----

**Note:** - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

## FORMAT- 6.3 A

### Format of Earnest Money Deposit

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

Ref. \_\_\_\_\_ 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 the Project/Projects of the cumulative capacity of ..... MW [Insert cumulative Project capacity proposed] under RfS for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_ issued by Railway Energy Management Company Limited (hereinafter referred to as REMCL) and REMCL 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 REMCL at [Insert Name of the Place from the address of REMCL] forthwith on demand in writing from REMCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert amount not less than that derived on the basis of Rs. 5 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 3.11 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 Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with Clause 3.11 of this RfS]. REMCL shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity in accordance with Clause 3.11 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the REMCL 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 REMCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to REMCL.

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 REMCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against REMCL 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 REMCL 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 REMCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to REMCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by REMCL to any entity to whom REMCL 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 \_\_\_\_\_ [Date to be inserted on the basis of Clause 3.11 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if REMCL 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\_\_

**FORMAT- 6.3 B**

**Format of Performance Bank Guarantee for Hybrid Power Project**

(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 Hybrid 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 **RfS for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.**, for supply of power there from on long term basis, in response to the RfS dated..... issued by Railway Energy Management Company Limited (hereinafter referred to as REMCL) and REMCL considering such response to the RfS of .....[insert the name of the selected Hybrid Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Hybrid Power Project of the Hybrid Power Developer and issuing Letter of Award No ----- to (Insert Name of selected Hybrid Power Developer) as per terms of RfS and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Wind 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 Railways at [Insert Name of the Place from the address of the Railways] forthwith on demand in writing from Railways 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 Wind 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 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 Rs. \_\_\_\_\_ only.

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

The Guarantor Bank hereby agrees and acknowledges that Railways 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 Railways, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Railways.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name

of the selected Wind Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require Railways to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Railways 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 Railways shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Wind Power Developer / Project Company , to make any claim against or any demand on the selected Wind Power Developer / Project Company or to give any notice to the selected Wind Power Developer / Project Company or to enforce any security held by Railways or to exercise, levy or enforce any distress, diligence or other process against the selected Wind Power Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Railways and may be assigned, in whole or in part, (whether absolutely or by way of security) by Railways to any entity to whom Railways 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 .....We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Railways 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 mentioned in draft PPA.

## FORMAT-6.4

### **Format of 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 vide RfS No. \_\_\_\_\_ dated \_\_\_\_ for “Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.”, including signing and submission of all documents and providing information / response to RfS to Railway Energy Management Company Limited (REMCL), representing us in all matters before REMCL, and generally dealing with REMCL 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 the 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]**

**Certified true copy**

----- **(Signature, Name and stamp of Company Secretary)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead 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- 6.5

### **Format of Consortium Agreement**

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

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/ \_\_\_\_\_ 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 execution of Power Purchase Agreement (in case of award), against RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Railway Energy Management Company Limited (REMCL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at \_\_\_\_\_ or \_\_\_\_\_ constituted under

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 Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.

WHEREAS, REMCL 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 REMCL 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:

<b>Name</b>	<b>Percentage</b>
Member 1	.....
Member 2	.....
Member n	.....
<b>Total</b>	<b>100%</b>

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 50% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

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 [ ---- ] 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 intimation to 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/REMCL.
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:

Address:

1) Signature-----

Name:

2) Signature -----

Name:

Address:

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

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [•])

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [•])

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

-----

Signature and stamp of Notary of the place of execution

**FORMAT- 6.6**

**Format of Financial Requirement**

**[on the letter head of Bidder]**

To,

[Insert name and address of REMCL]

Dear Sir,

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.

We certify that the Bidding Company/Member in a Bidding Consortium has a Net Worth of Rs..... Cr. (.....in words) as on the end of **Financial Year 2018-19**.

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5 C 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)
<b>Company 1</b>			
<b>Total</b>			

*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/statutory auditor 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:  
Rs.----- 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					
<b>Total</b>					

*\* 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/statutory auditor is required to be attached with the format*

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of  
Statutory Auditor)**

**Membership No.**

**UDIN & Regn. No. of the  
CA's Firm:**

Date:

- Note: (i) Along with the above format, in a separate sheet on the letterhead of the statutory auditor's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Statutory Auditor.
- (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.

**FORMAT 6.7**

**UNDERTAKING**

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to Railway Energy Management Company 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 6.8**

**Format of Disclosure**

**[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]**

**Disclosure**

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ 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.

*(Signature & Name of the person Authorized By the board)*

*Date:*

**FORMAT-6.9**

**Format of Commitment to Financial Closure**

**(On the letter head of the Bidder)**

(to be submitted separately for each Project)

To,

**[Insert name and address of REMCL]**

**Dear Sir,**

**Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.**

We hereby undertake to certify in line with **Clause 3.16** under the title “Financial Closure” that the following details shall be furnished within **12 (Twelve) months** from the Effective Date of the PPA:

- 1.0 Evidence of achieving 100% tie-up of the Project Cost through internal accruals or through a Financing Agency.
- 2.0 Evidence of clear possession of the required land for the Project along with following documentary evidence:-
  - i) Ownership or lease hold rights (as per Clause 3.16 of the RfS) in the name of the Wind Power Developer and possession of 100% of the area of land required for the Project.
  - ii) Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ right to use/ vesting of the land in the name of the wind Power Developer.
  - iii) Sworn affidavit from the Authorized person of the HPD listing the details of the land and certifying total land required for the Project under clear possession of the Power Developer.
  - iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

***(Signature & Name of the Authorized Signatory)***

**FORMAT-6.10**

**Declaration by the Bidder for the Proposed Technology Tie-Up**

**(To be Submitted Separately for each Hybrid Project)**

1	Name of Bidding Company/Lead Member of Bidding Consortium	
2	Name of the Technology Partner (if any)	
3	Project Location (Village(s), Tehsil, Dist., State)	
4.A	Hybrid Project Capacity Proposed	.....MW
4.B	Capacity Breakup (for the purpose of LTA) i.e. Total Project capacity (AC) MW= Solar Capacity (AC)+ Wind Capacity (AC) MW	Wind.....MW (AC)
		Solar.....MW (AC)
5.A	Estimated Annual Generation of Electrical Energy from Solar component of Hybrid Project	..... kWh
5.B	Estimated Annual Generation of Electrical Energy from Wind component of Hybrid Project	..... kWh
7	Brief about the Proposed Technology	
Solar	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	
Wind	Wind Turbine(s) Models from RLMM	

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-6.11**

**FINANCIAL PROPOSAL**

**Covering Letter**

**(On Bidder's Letter head)**

[Date and Reference]

To,

**CEO**

**Railway Energy Management Company Ltd.,  
Ground Floor, Central Wing,  
Plot No. 1, Sector-29,  
Gurgaon-122001**

**Sub:** Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Procurement of Renewable Power through Tariff Based Competitive Bidding from ISTS/InSTS connected Wind-Solar Hybrid Power Projects.

Dear Sir,

I/ We, \_\_\_\_\_ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for a cumulative capacity of \_\_\_\_MW for state (s) respectively as Bidder for above.

I/ We agree that this offer shall remain valid for a period of 240 (Two Hundred and Forty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

**Note:**

- 1. There can be only one tariff for all the projects indicated. If the Bidder quotes more than one tariff, then the bid shall be considered as non-responsive.*
- 2. If the Bidder submits the financial bid in the Electronic Form (BOQ) at CPP portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
- 3. Tariff requirement shall be quoted as a fixed amount in Paisa/kWh only. Conditional proposal shall be considered as non-responsive and 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. *The tariff should be mentioned in Paisa/kWh.*
6. *The Financial bid is not to be mentioned anywhere other than the Electronic Form (BOQ) and only the financial bid mentioned in the Electronic form will be considered for further evaluation*

Authorized Signature

Name & Designation

Address of the Bidder

**FORMAT-6.11 A**

**Preliminary Estimate of Cost of Wind-Solar Hybrid Power Project**

(To be submitted separately for each Project)

Project Capacity: .....MW

Location: .....

No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Hybrid Project.

**(Signature)**

**(Name of Bidder)**

## **Annexure-A**

### **Revised List of Models and Manufacturers (RLMM) of certified wind turbines to be used in ISTS/InSTS connected Wind Power Plants**

RLMM List as updated from time to time, is available on MNRE website.

## **Appendix-A-1**

### **Commissioning Procedure**

Commissioning Procedure for the Projects selected under the RfS shall be intimated by Buyer in due course of time.

## **Annexure- B**

### **Check list for Bank Guarantees**

<b>Sl. no.</b>	<b>Details of Checks</b>	<b>Yes/No</b>
<b>1.</b>	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
<b>2.</b>	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
<b>3.</b>	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?	
<b>4.</b>	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. /Signing Power no. on the BG?	
<b>5.</b>	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?	
<b>6.</b>	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
<b>7.</b>	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	
<b>8.</b>	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
<b>9.</b>	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
<b>10.</b>	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

### List of Banks

<b>1. SCHEDULED COMMERCIAL BANKS</b>	<b>3. FOREIGN BANKS</b>
<b>SBI AND ASSOCIATES</b>	25. SHINHAN BANK
1. State Bank of India	26. CTBC BANK Co. Ltd.
2. State Bank of Indore	27. MIZUHO BANK, Ltd.
<b>NATIONALISED BANKS</b>	28. Krung Thai Bank Public Company Ltd.
1. Allahabad Bank	29. Antwerp Diamond Bank N.V
2. Andhra Bank	30. Australia And New Zealand Banking Group Limited
3. Bank of India	31. Sumitomo Mitsui Banking Corporation
4. Bank of Maharashtra	32. American Express Banking Corporation
5. Canara Bank	33. Commonwealth Bank of Australia
6. Central Bank of India	34. Credit Suisse A.G
7. Corporation Bank	35. FirstRand Bank Ltd.
8. Dena Bank	36. Industrial And Commercial Bank of China Ltd.
9. Indian Bank	37. JSC VTB Bank
10. Indian Overseas Bank	38. National Australia Bank
11. Oriental Bank of Commerce	39. Rabobank International
12. Punjab National Bank	40. Sberbank
13. Punjab & Sind Bank	41. USB AG
14. Syndicate Bank	42. United Overseas Bank Ltd.
15. Union Bank of India	43. Westpac Banking Corporation
16. United Bank of India	44. Woori Bank
17. UCO Bank	45. Doha Bank Qsc
18. Vijaya Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
19. Bank of Baroda	1. Federal Bank Ltd.
<b>2. OTHER PUBLIC SECTOR BANKS</b>	2. ING Vysya Bank Ltd.
1. IDBI Bank Ltd.	3. Axis Bank Ltd.
<b>3. FOREIGN BANKS</b>	4. ICICI Bank Ltd.

1. Bank of America NA	5. HDFC Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	6. Yes Bank Ltd.
3. BNP Paribas	7. Kotak Mahindra Bank
4. Calyon Bank	8. IndusInd Bank Ltd.
5. Citi Bank N.A.	9. Karur Vysya Bank
6. Deutsche Bank A.G	10. Catholic Syrian Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	11. City Union Bank
8. Standard Chartered Bank	12. Dhanlaxmi Bank. Ltd
9. SocieteGenerale	13. Jammu & Kashmir Bank Ltd
10. Barclays Bank	14. Karnataka Bank Ltd
11. Royal Bank of Scotland	15. Laxmi Vilas Bank Ltd
12. Bank of Nova Scotia	16. Nainital Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	17. Ratnakar Bank Ltd
14. CréditAgricole Corporate and Investment Bank	18. South Indian bank Ltd
15. Abu Dhabi Commercial Bank Ltd	19. Tamilnadu Mercantile Bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	20. DCB Bank Ltd
17. Mashreq Bank p.s.c	21. IDFC Bank
18. HSBC Bank Oman S.A.O.G	
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	
24. A B BANK	



## Section -D

### **Special Instructions to Bidders for e-Tendering and Reverse Auction**

#### **1. INSTRUCTIONS ON ACCESSING/PURCHASING OF BID DOCUMENTS AND SUBMISSION THEREOF**

1.1 To participate in the E-Bid submission for REMCL, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>

1.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

#### **1.3 REGISTRATION**

- a)** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link **“Online Bidder Enrolment”** on the CPP Portal which is free of charge.
- b)** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c)** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d)** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e)** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f)** Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

#### **1.4 SEARCHING FOR TENDER DOCUMENTS**

- a)** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of

search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- b)** Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- c)** The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### **1.5 PREPARATION OF BIDS**

- a)** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b)** Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c)** Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d)** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **1.6 SUBMISSION OF BIDS**

- a. Bid can be submitted only during validity of registration of bidder with CPPP E- Procurement Portal.
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for

any delay due to other issues.

- c. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidder has to select the payment option as “offline” to pay the cost of tender document and EMD as applicable and enter details of the instruments.
- e. Bidder should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in relevant clauses. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise the uploaded bid will be rejected.
- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- i. The uploaded tender documents become readable only after the

tender opening by the authorized bid openers.

- j. Upon the successful and timely submission of bids (i.e. after clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

#### **1.7 ASSISTANCE TO BIDDERS**

- a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: [support-eproc@nic.in](mailto:support-eproc@nic.in)
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- c) It is mandatory for all bidders to have, Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company, who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>
- d) Bidder shall ensure, use of registered Digital Signature Certificate (DSC) only and safety of the same.
- e) In case, the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 11 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

#### **1.8 CLARIFICATIONS ON TENDER DOCUMENTS**

A prospective Tenderer requiring any clarification on the Tender Document may notify through queries, **online only** within the specified period (refer clause 1.6-Critical Date Sheet hereinbefore) Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (Ten) days prior to the deadline for submission of tenders. Details of such queries raised and clarifications furnished will be uploaded in CPP website <https://etenders.gov.in/eprocure/app> without identifying the names of the bidders who had raised the queries. Any modification of the Tender Document arising out of such clarifications will also be uploaded on CPP website.

## 2. AMENDMENT OF TENDER DOCUMENT

2.1 Till 7 days prior to the deadline for submission of tenders, the Tender Document may be modified by REMCL by issue of addenda/corrigendum.

2.2 Addendum/Corrigendum, if any, will be hosted on website <https://etenders.gov.in/eprocure/app> and shall become a part of the tender document. All tenderers are advised to see the website for addendum/corrigendum to the tender

document which may be uploaded up to 7 (Seven) days prior to the deadline for submission of tender as finally stipulated.

2.3 To give prospective tenderers reasonable time, in which to take the addenda/corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given before bid Opening date as considered necessary by REMCL. All tenderers are advised to see the website for extension of deadline for submission of tenders.

2.4 Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://etenders.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded Price Bid Template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with REMCL.

## 3. PREPARATION AND SUBMISSION OF BIDS

(a) Bidders are requested to submit their bids as specified in clause 3.25 of RFS. Users are requested to map their system as per the System settings available on the link <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page> on the CPP portal.

(b) After downloading/getting the tender document/schedules from <https://etenders.gov.in/eprocure/app> the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the bid submission manual available on

CPP Portal <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=pageweb site>

(c) Bidders may ensure that all the pages of the documents mentioned in RFS must be signed & stamped by authorised signatory and serially numbered. In case, it is found that bidder

has not complied with the same, the documents shall be deemed to be signed and stamped as this is a digitally signed e-tender.

- (d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/Smart Card in their computer and Log onto CPP portal [\*\*https://etenders.gov.in/eprocure/app\*\*](https://etenders.gov.in/eprocure/app) using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC.
- (e) Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/schedule. Generally, they can be in Excel/PDF/RAR/JPG formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a Zip file for uploading. There is no limit for uploading file. Bids shall be submitted online only at CPP website [\*\*https://etenders.gov.in/eprocure/app\*\*](https://etenders.gov.in/eprocure/app)

Tenderer/bidders are advised to follow the instructions provided in the Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e procurement at [\*\*https://etenders.gov.in/eprocure/app\*\*](https://etenders.gov.in/eprocure/app)

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Intending tenderers are advised to visit CPPP website [\*\*https://etenders.gov.in/eprocure/app\*\*](https://etenders.gov.in/eprocure/app) till the closing date of submission of tender to check if there is any extension of deadline of submission of tender.

- (f) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (g) Bid shall be digitally signed by a representative of the bidder and submitted “on- line”. No hard copies of the documents (except those specifically asked for in the tender document) are required to be submitted.
- (h) The bidders will have to accept unconditionally, the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
- (i) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read

all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements which will be binding upon the bidder.

- (j) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). REMCL will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- (k) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. REMCL will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of “PreBid Query Receipt Start Date and Time” till “Pre Bid Query Receipt End Date and Time”.

#### **4. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BIDS**

- 4.1 The Tenderers shall submit offers which comply strictly with the requirements of the Tender Document as amended from time to time. Alternatives or any modifications by the tenderer shall render the Tender invalid.
- 4.2 The bidder can modify, substitute, re-submit or withdraw its E-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of EMD.
- 4.3 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by REMCL, shall be disregarded.
- 4.4 For modification of E-bid (Technical Bid), bidder has to detach its old bid from CPP portal and upload / re-submit digitally signed modified bid.
- 4.5 For withdrawal of bid, bidder has to click on withdrawal icon at CPP portal and can withdraw its E-bid.
- 4.6 After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.
- 4.7 The time settings fixed in the server side & displayed at the

top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.

4.8 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.

4.9 The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

## **5. AUTHORITY TO SIGN**

- a) If the applicant is an individual, he should sign above his full typewritten name and current address.
- b) If the applicant is a proprietary firm (if permissible under RFS), the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- c) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their full type written names and current addresses. Alternatively, the Documents should be signed by the person holding Power of Attorney for the firm in the Format specified.
- d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the Format specified.
- e) If the applicant is a Joint Venture/Consortium, the Documents shall be signed by the Lead Member holding Power of Attorney for signing the Document in the Format specified. The signatory on behalf of such Lead Partner shall be the one holding the Power of Attorney in the format specified.

### **5.1 Points to be kept in mind while preparing and submitting the bids**

#### **5.1.1 Technical bid:**

While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (i) The payment of tender cost and EMD is made;
- (ii) All forms are submitted in the prescribed formats, Corrigendum, Addendums and Reply to Queries, submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Upload the copy as applicable..
- (iii) Power of Attorney, if applicable, is executed as per prescribed format;

#### **5.1.2 Financial Proposal**



While filling in the Financial Bid, the bidder shall ensure the following:

- i. The bidder has quoted value only in figures in price bids/BOQs.
- ii. There shall be no additions or alterations except those to comply with the instructions issued by the Employer or as necessary to correct errors, if any, made by the Tenderers.
- iii. Cost shall be made in INR in India only
- iv. Conditional Offer/ Tender will be rejected.

## **6.0 TENDER OPENING, EVALUATION AND CLARIFICATIONS**

- 6.1 The Employer will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend at **14.30 Hrs on specified date** in the office of **CEO, REMCL, RITES Bhawan-I, Central Wing, Ground Floor, Sec-29, Plot No. 1, Gurgaon - 122001, Haryana**. In the event of the specified date of the opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 6.2 Opening of bids will be done through online process. REMCL reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at <https://etenders.gov.in/eprocure/app> CPP portal.
- 6.3 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also, the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. At the time of technical bid opening, each bidder will be able to view on-line through CPPP, the technical bids of the bidders who have participated in the tender and whose bids have been opened.
- 6.4 Bids will be opened as per date/time as mentioned in the Bid Information Sheet unless the same is extended. On completion of Technical Bid Opening, each bidder will be able to view the technical bid documents of the bidders whose bids have been opened. Similarly, on the completion of Financial Bid Opening each bidder will be able to view the Financial as well as technical bid documents of the bidders whose bids have been opened. Allotted
- 6.5 REMCL shall subsequently examine and evaluate the bids in accordance with the provision set out in the tender document.

- 6.6 The results of technical and financial qualification of bidders will be available on the CPP Portal at <https://etenders.gov.in/eprocure/app> and intimated to the bidder through system generated email or SMS.
- 6.7 It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- 6.8 The bids will be evaluated for qualifying criteria as mentioned in RFS document. REMCL shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMD. In case of non- receipt of these documents in original within the specified period, the bid will be treated as non-responsive.
- 6.9 Request for clarification/deficient documents from the bidder can be asked for either through the system or through E-mail. A system generated SMS alert will be sent to the bidder when clarifications/deficient documents are called through the system. In such a case, no separate communication will be sent in this regard. Non-receipt of email and/or SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time. The date and time of submission of deficient documents cannot be extended.
- 6.10 After evaluation of Technical-Bid, the bidder will be able to view uploaded Tender Committee evaluation results as also the date and time of Financial Bid Opening.

**6.11 Mere Opening of Bid to be No Guarantee of its Validity**

It may be noted that mere opening of a bid does not mean that the bid has to be considered by REMCL as a valid bid. All bids will be evaluated to decide whether the bids are responsive or non-responsive.

- 7.0 The bid document and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on CPP Portal <https://etenders.gov.in> free of cost.
- 8.0 Those bidders not registered on the website mentioned above, are required to get registered beforehand. If needed they can go to CPP Portal <https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page> bidders manual kit.
- 11.0 The intending bidder must have valid Class-III digital signature to submit the bid.

## **Annexure – E**

### **TERMS & CONDITIONS OF REVERSE AUCTION**

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), REMCL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in 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 NIC.
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 guidelines of Railways/REMCL, be initiated by Railways/REMCL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of REMCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Bidders may note that, although extension time is ‘10’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the

Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of REMCL, bid process, bid technology, bid documentation and bid details.
- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to the REMCL contact personnel indicated in the RfS document.
- e) Post LOA activities such Submission of PBF & Signing of PPA etc. would be transacted directly between successful bidder(s) and Railways.
- f) LOA shall be placed outside the NIC 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 – D 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) REMCL 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://etenders.gov.in/eprocure/app>***

**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 – 4 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:

<b>Sl. No.</b>	<b>Parameter</b>	<b>Value</b>
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
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	10 minutes
3.2	Automatic extension Time-Duration	10 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff Quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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

**Scheme of proposed Hybrid Power Projects**

- 1.0** This RfS document is for setting up of three ISTS/InSTS-Connected Wind-Solar Hybrid Power Projects for supply of Hybrid Power of 55 MW, 15 MW & 70 MW at the drawl points in the state of Gujarat, Karnataka & M.P respectively. This Hybrid power is used for the meeting of RPO obligations of Indian Railways ( Zonal Railways & Pus).

Details of quantity of Hybrid Power Plants (HPPs) is given below:

<b>S.NO.</b>	<b>State</b>	<b>Solar (MW)</b>	<b>Wind (MW)</b>	<b>Total (MW)</b>
1.	Gujarat	14	41	55
2.	Karnataka	03	12	15
3.	M.P	18	52	70
<b>Total (MW)</b>		<b>35</b>	<b>105</b>	<b>140</b>

Proportion of Solar & wind Power will be as per the quantity given in table above.

- 2.0** Successful bidders can set up Hybrid Power Plants anywhere in India.
- 3.0** List of Railways drawl points in the states of Gujarat, Karnataka & M.P are provided at Annexure F1, F2, & F3 respectively.
- 4.0** HPD will be selected for each state (Gujarat, Karnataka & M.P) based on minimum tariff quoted at state periphery/state transmission network of that state. Tariff quoted by the bidder should be 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, RLDC/SLDC charges etc upto the state periphery.

Bidders shall also quote landed tariff at Railways drawl points considering transmission charges & losses of drawl state from state periphery to Railways drawl points for indicative purpose. The base date for the purpose of STU charges/losses shall be taken as applicable 15 (fifteen) days prior to bid due date. REMCL will upload addendum indicating above charges on CPP portal 15 days prior to bid due date.

Transmission charges & losses of the drawl state from state periphery to Railways drawl points shall be reimbursed to HPD on monthly basis against submission of documents.

- 5.0** HPD shall set up Wind-Solar Hybrid Power Project(s) including the transmission network upto the delivery point ISTS/InSTS at its own cost. All approvals, permits and clearances required for setting up of the Project (along with connectivity and Long Term Open Access) including those required from State Government and Local bodies shall be in the scope of the HPD. Cost of bay construction at CTU substation shall be borne by the HPD, if applicable under the CTU provisions. For setting up the Hybrid Power Projects, the HPD shall strictly adhere to the specific Wind-Solar Hybrid Power Policy of the State (wherever applicable) where the Project is located.
- 6.0** The bidder is required to submit their bids for full capacity of each state and bids for part capacity would be rejected without making any further communication with the bidder.
- 7.0** Part commissioning of Hybrid Power Projects is not allowed.
- 8.0** Following are the Nodal Zonal Railways of respective states for signing PPA with HPDs

<b>S.NO.</b>	<b>State</b>	<b>Total (MW)</b>	<b>Nodal Railway</b>
1.	Gujarat	55	WR
2.	Karnataka	15	SWR
3.	M.P	70	WCR
<b>Total (MW)</b>		<b>140</b>	