

**Request for Proposal (RFP)
For Rooftop Solar Projects on
Indian Railways**

(Reference RFQ;[BB.LG.W.CSTM.2015.28])

**Ministry of Railways
Government of India**

CENTRAL RAILWAY,

MUMBAI CST,

PIN - 400001

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A.

Request for Proposals (RFP)

B.
CENTRAL RAILWAY
OFFICE OF THE SR. DEE (G) CSTM

To,

1. M/s K.K.Vidyut Ltd, Ahmednagar
2. M/s Madhav Infra Projects Ltd, Vadodara
3. M/s Essel Green Energy Pvt Ltd, Lower Parel

Dear sir

Sub RFP for 4 MWp project in central Railway

The Senior Divisional Electrical Engineer (General Services) Central Railway, Annex Building, First Floor, Mumbai CST-400 001 for and on behalf of President of India invites sealed tenders from pre qualified applicants / contractors on prescribed form by Railway Board as per RFP (Request For Proposal) and PPA (Power Purchase Agreement) on the date mentioned below. The relevant schedule of bidding process is mentioned in para 1.10 of RFP.

NAME OF WORK	Approximate Cost of the Work	EMD / Bid Security	Cost of Tender Form	Date of Opening	Validity
Installation of total 4 MWp Rooftop solar system (ranging from 50 KWp to 410 KWp) at different locations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Division of Central Railway through PPP model (Public Private Partnership) on Design, Build, Finance, Operate and Transfer (DBFOT) basis with objective of Generating and supplying Energy to Railway installations. (BB.LG.W.CSTM.2015.28/RFP)	Rs. 32.00 Crores	Rs. 80.00 Lakhs	Rs. 20,000/-	20.12.16	180 Days

Prescribed tender forms can be obtained from the office of the undersigned on all working day up to 17.00 Hrs. of **19.12.2016** on cash payment of the cost of the tender form (Non-refundable). The tender document is also displayed on our web site <http://www.tenders.gov.in> if the Tender Document are downloaded from web site, the payment towards cost of Tender Document must be made in the form of "Demand Draft" issued by any Nationalized Banks in favour of Sr. Divisional Finance Manager/ Central Railway CST Mumbai – 400 001 or Cash Receipt obtained from any station of Central Railway and same DD/receipt should be attached with the tender document.

Sale of tender forms will be closed at 17.00 Hrs. one day before the opening day. Tenderer, who wants to be present at the time of opening tenders, he/they may do so. Cost of each tender form should be paid in cash with Chief Cashier Central Railway CSTM or with Divisional Pay Master, Central Railway Mumbai CST or Station Superintendent; Central Railway, Mumbai CST and money receipt should be attached to the tender.

The Earnest Money should be in cash or Banker's cheques / demand draft in favour of **Sr. Divisional Finance Manager/ Central Railway CST Mumbai – 400 001** executed by State bank of India or any Nationalized Bank or by a Scheduled bank.

Please note that the Railways reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Tenderers may carefully note that their Contract Agreement for this work is liable to be terminated at any time later. In case any of the information furnished by them is found to be untrue or any adverse points come to light subsequently. The decision of Railway in this regard shall be final and binding.

(R.K. Chauve)
Sr. Divisional Electrical Engineer,
(General Service), Central Railway,
Mumbai CST.

C. Disclaimer

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

This RFP is not an agreement and is neither an offer nor invitation by the Railways to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Railways in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Railways, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Railways accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Railways, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Railways also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Railways may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Railways is bound to select a Bidder or to appoint the Selected Bidder or SPD, as the case may be, for the Project and the Railways reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Railways or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Railways shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. Though adequate care has been taken while preparing the RFP document. The Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. A stakeholder consultation with the project developers will be organized to discuss and deliberate the RFP document at Chief Electrical Engineer's office, 2nd floor, Parcel building, Mumbai CST, Mumbai 400 001 on 05/12/2016.
2. Indian Railways (Railways) reserves the right to modify, amend or supplement this RFP document including all formats and Annexures.
3. While this RFP has been prepared in good faith, neither Railways nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The information contained in this Request for Proposals document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Railways or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided
5. This RFP is not an agreement and is neither an offer nor invitation by the Railways to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Railways in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Railways, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources
6. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Railways accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein
7. The Railways, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

8. The Railways also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
9. The Railways may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
10. The issue of this RFP does not imply that the Railways is bound to select a Bidder or to appoint the Selected Bidder or SPD, as the case may be, for the Project and the Railways reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever
11. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Railways or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Railways shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process

DEFINITION

- 1.1. **“Associate”** means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person;
- 1.2. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS).
- 1.3. **“Bids”** shall mean the Techno Commercial Bid submitted by the Bidder along with all documents / credentials / attachments annexure etc., in response to this RFQ, in accordance with the terms and conditions hereof.
- 1.4. **“Bidder/Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require”.
- 1.5. **“Bid Security”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid at the RFP stage. The details will be provided to the qualified bidders at the RFP stage.
- 1.6. **“Bid Capacity”** shall means capacity offered by the bidder in his Bid under invitation.
- 1.7. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFQ as specified in Bid information Sheet.
- 1.8. **Bid Due Date** As defined in Bid Information Sheet
- 1.9. **Bidding Documents** As defined in RFQ
- 1.10. **“CEA”** shall mean Central Electricity Authority.
- 1.11. **Central Financial Assistance** means the financial assistance to the eligible projects as per MNRE Guidelines. CFA will be available to the successful bidder and would be calculated as [15%] of either the MNRE benchmark cost, which is Rs 8 crore per MW or the total project cost, whichever is lower.
- 1.12. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.13. **“Competent Authority”** shall mean General Manager (GM) of Central Railways, himself and/or a person or group of persons nominated by GM for the mentioned purpose herein.
- 1.14. **“Commissioning”** means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RFQ.
- 1.15. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.16. **“Contracted capacity”** shall mean the Total aggregate capacity in MWp, proposed to be allocated by Railways to the Successful Bidder through this bidding process as per terms and conditions specified therein.

- 1.17. **Conflict of Interest** As defined in RFQ
- 1.18. **Consortium** As defined in RFQ
- 1.19. **“(CUF) Capacity Utilization Factor”** means the ratio of the annual output of the plant in kWh versus contracted plant capacity for number of days. $CUF = \text{plant output in kWh} / (\text{contracted plant capacity in kWp (DC side)} * 365 * 24)$
- 1.20. **[DBFOT]** Design, Built, Finance, Operate and Transfer
- 1.21. **“Estimated Project Cost”** means Benchmark cost of MNRE at the time of Bid Due date.
- 1.22. **Financial Capacity** As defined in RFQ
- 1.23. **Government** means Government of India
- 1.24. **"IEC"** shall mean specifications of International Electro-technical Commission.
- 1.25. **“Jt. Bidding Agreement”** As defined in RFQ
- 1.26. **"kWp"** shall mean Kilo-Watt Peak(Rated Power).
- 1.27. **"kWh"** shall mean Kilo-Watt-hour
- 1.28. **Lead Member** As defined in RFQ
- 1.29. **LOA** -Letter of Award
- 1.30. **"MNRE"** shall mean Ministry of New and Renewable Energy, Government of India
- 1.31. **“Maximum Bid Capacity”** shall mean the maximum capacity for which the Bidder can submit its Bid.
- 1.32. **“Member”** means Member of a Consortium
- 1.33. **“Net Metering”** shall mean arrangement under which rooftop solar system the system installed at eligible consumer premises delivers surplus electricity, if any, to the Distribution Licensee after off-setting the electricity supplied by distribution licensee during the applicable billing period.
- 1.34. **"O&M"** shall mean Operation & Comprehensive Maintenance of Rooftop Solar PV System
- 1.35. **“ Power Purchase Agreement or Agreement”** means an Agreement executed hereof between Railways and SPD , including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time; This will be supplemented along with the RFP document to the qualified bidders.
- 1.36. **“PPP model”** shall mean where the bidders intend to take a rooftop/sites owned by Railways on mutually agreed terms and conditions from Railways and enters into the PPA with Railways for supply of Solar power for 25 years from the date of Commissioning of project as per the guidelines issued by MoF.

- 1.37. **Re. or Rs. or INR** means Indian Rupee
- 1.38. **“SPD”** shall mean **Solar Power Developer** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Companies Act, 1956 or Companies Act 2013
- 1.39. **SPV** As defined in RFQ
- 1.40. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act 2013 or under the provisions of any other applicable governing law.
- 1.41. **“Successful Bidder(s) /Contractor/Project Developers(s)”** shall mean the Bidder(s) selected by Railways pursuant to this RFQ, for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFQ Documents, and to whom an LoA has been issued.
- 1.42. **“SNA”** shall mean State Nodal Agency.
- 1.43. **Technical Capacity** As defined in Clause 2.2.2 (A)
- 1.44. **“Total Project Cost”** means the capital cost incurred on construction and financing of the Project and shall be limited to the lowest of ;
- (a) the capital cost of the Project Assets less CFA as set forth in the Financial Package;
 - (b) the actual capital cost of the Project Assets less CFA upon completion of the Project;’.
- provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement;
- 1.45. **“Wp”** shall mean Watt Peak.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement

1. INTRODUCTION[§]

1.1 Background¹

1.1.1 Railways invites eligible applicants to participate in the bidding process for “IMPLEMENTATION OF SOLAR PV ROOFTOP PROJECTS AT IDENTIFIED SITES FOR [4 MWp] CONTRACTED CAPACITY UNDER CENTRAL RAILWAYS WITH THE OBJECTIVE OF GENERATING AND SUPPLYING ELECTRICITY TO APPROPRIATE INSTALLATIONS”. The Project is located at the following location(s)

SN	Installation Location at Railways	Approx roof top space available as per survey (in sq m)	Proposed Power Pack Capacity (KWp)
A	Mumbai Division		
1	CSTM - Traffic Account /Main line bldg	1800	150
2	Byculla - S&T W/S,Machine shop,Admin Buldg, Drg Bldg	1200	100
3	Kurla - DCOS Store	1200	50
4	Sanpada - Carshed, Ancillary Bldg	1200	100
5	Sanpada - Carshed Admin Bldg, Running Rooms	3600	200
6	Kalva - Carshed	2400	200
7	Kalyan - Rly Hospital	1200	100
8	Kalyan - Electric Loco Shed	1200	100
9	Kalyan - Diesel Shed	600	50
	Total	14400	1050
B	Nagpur Division		
10	NGP station /premises - Base kitchen, RRI cabin, RRI cabin (Old), RMS building, SSE/E/depot	960	80
11	DRM Office building	700	50

[§] Instructions for Bidders

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

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

¹ Instructions for customization of this document by Railways

This Model Request for Qualification (the “RFQ”) may be customised for project-specific use in accordance with the instructions below:

Note I: Serially numbered footnotes in this RFQ are for guidance of Railways and should be omitted from the RFQ before it is issued to prospective Applicants. (See Appendix-VII)

Note II: All project-specific provisions in this RFQ have been enclosed in square parenthesis and may be modified, as necessary, before issuing the RFQ to prospective Applicants. The square parenthesis should be removed after carrying out the required modification. (See Appendix-VII)

Note III: The asterisks in this RFQ should be substituted by project-specific particulars before issuing the RFQ to prospective Applicants. (See Appendix-VII)

Note IV: The Curly brackets and the blank spaces to be retained in the document for Applicant’s reference

Note V: Notes I, II, III and IV shall be omitted prior to issue of this RFP

12	Gunjan Auditorium and Railway Hospital Location no.1	675	50
13	NGP - Railway Hospital Location No.2 & 3	725	60
14	ELS Ajani - Admin Bldg, Service Bldg., Staff Canteen, BTC, Time office, Security Room, Central Store, Battery Room, Mill Wright Room, DG room, SMM store ward old, SMM store ward new	5000	410
	Total	8060	650
C	Bhusawal Division		
15	Electric loco shed BSL (MOH)ACL store on roof top)	850	70
16	Administrative building CWM (POH) BSL (On roof top)	800	60
17	Railway Hospital BSL (ON ROOF TOP)	750	60
18	Shegaon Station	750	60
19	Manmad Station	1000	80
20	Nashik - RPF Training Centre	650	50
21	Amravati Station	1000	80
22	BSL - Track Machine	600	50
23	BSL - Accounts Office	650	50
24	BSL - SSE(M) Office	700	50
25	Khandwa - SSE(M) Office	700	50
	Total	8450	660
D	Solapur Division		
26	SUR - Station Bldg.	2400	200
27	Sai nagar - ORH & Station Bldg	1200	100
28	Gulbarga - Station Bldg.	600	50
29	Ahmednagar Station Bldg.	600	50
30	Daund - Station Bldg, RRI, Hospital	1055	90
31	Kurduwadi Workshop	4655	200
	Total	10510	690
E	Pune Division		
32	Pune - Station, PRS , Running Room Bldg	1800	150
33	Pune - Central Cabin, ADEN office	600	50
34	Pune – New DRM office	600	50
35	Pune - Sangam Park colony/ORH Bldg.	1300	100
36	Pune - ORH R.B.M. Rd Bldg.	600	50
37	Pune - Old IRICEN Bldg.	1200	100

38	Ghorpadi - D/Shed	6354	200
39	Shivaji Nagar - Hostel, station bldg.	714	50
40	Khadki - Station bldg.	1200	100
41	Miraj - Station/ORH/RRI bldg	1370	100
	Total	15738	950
	Grand Total	57158	4000

All these are having an aggregated capacity of 4 MWp herein after referred to as contracted capacity. The generated solar power will be utilized solely by Railways through net metering system. The scheme aims to reduce the fossil fuel based electricity load on main grid and make building self-sustainable from the point of electricity, to the extent possible

- 1.1.2 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable. The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/ 2013 or undertakes to incorporate as such prior to execution of the PPA (the “SPD”), shall be responsible for [designing,] engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a [long-term] PPA (the “Power Purchase Agreement”) to be entered into between the Selected Bidder and the Railways in the form provided by the Railways as part of the Bidding Documents pursuant hereto. The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents

1.2 Brief Description of Bidding Process

1.2.1 Bids are invited from the prospective bidders for the Contracted Capacity as indicated below against selected sites of Railways. In this part, CFA of amount as given in Definition will be made available to the Successful Bidder. Bidders will be required to furnish flat tariff for 25 years starting from the date of commissioning of the Project. Successful bidder will be selected based only on the lowest quoted tariff

List of Selected Sites of Railways
(Refer Schedule B of PPA)

S. No.	Installation Location at Railways	Approximate rooftop space available as per survey (sq mtr)	Proposed Power Pack Capacity (kWp)	Connecting Voltage (V)	Connected Load (kW)	Annual Power Consumption (kWh)
1	Traffic Account /Main line bldg, CSTM	1800	150	415	253.32	245523
2	S&T W/S,Machine shop,Admin Buldg,Drp Bldg, Byculla	1200	100		143	267386
3	DCOS Store, Kurla	1200	50		9	26008
4	Carshed,Ancillary Bldg, Sanpada	1200	100		500	912500
5	Carshed Admin Bldg,Running Rooms, Sanpada	3600	200			
6	Carshed, Kalwa	2400	200		500	1625000
7	Rly Hospital, Kalyan	1200	100		150	204000
8	Electric Loco Shed, Kalyan	1200	100		500	1080000
9	Diesel Shed, Kalyan	600	50		278	624000
	Total of Mumbai Division	14400	1050	415	2333.32	4984417
1	Base kitchen, Nagpur station / Premises	250	80	415	1100	3892320
	RRI cabin, Nagpur/ Premises	125				
	RRI cabin (Old), Nagpur/ Premises	105				
	RMS building, Nagpur / Premises	240				
	SSE/E/depot, Nagpur/ Premises	240				
	Total	960	80	415	1100	3892320
2	DRM Office, Nagpur DRM building	700	50	415	350	256800
	Total	700	50	415	350	256800
3	Gunjan Auditorium, Nagpur	300	50	415	200	120000
	Railway Hospital Location no.1, Nagpur	375				
	Total	675	50	415	200	120000
4	Location No.2, Nagpur Railway Hospital	375	60	415	100	168000
	Location No.3, Nagpur Railway Hospital	350				
	Total	725	60	415	100	168000
5	Admin Bldg., ELS Ajani	1150	410	415	1700	60000

	Service Bldg. , ELS Ajani	1150				
	Staff Canteen, ELS Ajani	320				
	BTC, ELS Ajani	360				
	Time office, ELS Ajani	160				
	Security Room, ELS Ajani	90				
	Central Store, ELS Ajani	120				
	Battery Room, ELS Ajani	180				
	Mill Wright Room, ELS Ajani	200				
	DG room, ELS Ajani	70				
	SMM store ward old, ELS Ajani	1070				
	SMM store ward new, ELS Ajani	130				
	Total	5000	410	415	1700	60000
	Total of Nagpur Division	8060	650	415	3450	604800
1	Electric loco shed BSL (MOH)ACL store on roof top), Bhusaval	850	70	415	650	586555
2	Administrative building CWM (POH) BSL (On roof top), Bhusaval	800	60		905	1245380
3	Railway Hospital BSL (ON ROOF TOP) , Bhusaval	750	60		450	350400
4	Shegaon Station	750	60		128	147358
5	Manmad Station	1000	80		200	730000
6	RPF Training Centre, Nasik	650	50		50	55193
7	Amravati Station	1000	80		125	182812
8	Track Machine, Bhusaval	600	50		250	300000
9	Accounts Office, Bhusaval	650	50		100	80000
10	SSE(M) Office, Bhusaval	700	50		105	120000
11	SSE(M) Office, Khandwa	700	50		543	721044
	Total of Bhuswal Division	8450	660	415	3506	4518742
1	Station Bldg., Solapur	2400	200	415	265	198088
2	ORH & Station Bldg, Sai Nagar	1200	100		232	16086
3	Station Bldg., Gulbarga	600	50		336	67705
4	Ahmednagar Station Bldg., Ahmednagar	600	50		148	34666

5	Station Bldg,RRI,Hospital, Daund	1055	90		258	136768
6	Kurduwadi Workshop, Kurduwadi	4655	200		2000	128178
	Total of Solapur Division	10510	690	415	3239	581491
1	Station ., PRS , Running Room Bldg	1800	150	415	350	1551960
2	Central Cabin, ADEN office	600	50		25	148128
3	NewDRM office	600	50		240	1515720
4	Sangam Park colony/ORH Bldg.	1300	100		70	109116
5	ORH R.B.M. Rd Bldg.	600	50		140	499500
6	Old IRICEN Bldg.	1200	100		60	125400
7	D/Shed	6354	200		387	1911360
8	Hostel, station bldg.	714	50		80	357456
9	Station bldg.	1200	100		75	365220
10	Station/ORH/RRI bldg	1370	100		705	787020
	Total of Pune Division	15738	950	415	2132	7370880
	Grand Total of 5 Divisions	57158	4000	415		

The above table provides indicative capacities. Bidder is required to economize the allocated space on the rooftop.

The tender is for aggregated capacity of 4 MWp Solar PV Power System.

1.2.2. The above sites or capacities indicated above may likely vary during tender however final LoA will indicate the capacities, sites allocated. or each site, where the projects are required to be installed along with the respective capacities for each site is indicated in the tables above in Clause 1.2.1 However, Railways reserves the right to allow the installation of projects in any other site at its own discretion depending on the merit of the case, as per the provisions provided hereinafter.

1.2.3 The preliminary survey details are as mentioned in table of Clause 1.2.1, however bidder shall ensure survey of the site for the installation of capacities as indicated above and Railways holds no responsibilities for the correctness of the above data.

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

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

1.3 **SIZE OF THE PROJECTS**

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

1.4 BID CAPACITY

The Bidder shall apply for minimum 100% of Contracted capacity for selected sites indicated in table in Clause 1.2.1.

- 1.4.1. The Power Purchase Agreement sets forth the detailed terms and conditions for grant of the contract to the SPD, including the scope of the SPD's services and obligations; obligations of Railways and Railways's rights to amend, alter, change, supplement or clarify the scope of work. The Agreement to be executed will be in pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Railways.
- 1.4.2. The Railways shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Railways pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Railways (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6 for submission of Bids (the "**Bid Due Date**").

1.5. Brief description of Bidding Process

- 1.5.1 The Railways has adopted a two-stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first stage (the "**Qualification Stage**") of the process involved pre-qualification of interested parties/ Consortia in accordance with the provisions of the RFQ. At the end of the Qualification Stage, the Railways short-listed Applicants who are eligible for participation in this second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposals.

The Bidder shall inter-alia take into account the following while preparing and submitting the Price Bid duly signed by an authorized signatory. The Bidder shall submit sealed Price Bid(s) in Annex to Appendix I. The envelope shall be superscripted as "Price Bid for 4 MWp capacity for "Installation of total 4 MWp Rooftop solar system (ranging from 50 KWp to 410 KWp) at different locations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Division of Central Railway through PPP model (Public Private Partnership) on Design, Build, Finance, Operate and Transfer (DBFOT) basis with objective of Generating and supplying Energy to Railway installations."

1.6. BID DUE DATE

The Bidder should submit the Bids so as to reach the address indicated below by **11:00 hrs (IST)** on or before **20.12.2016**.

Office of the Sr.DEE(G), 1st floor, Central Railway, Annex building, Mumbai CST - 400001

1.7. VALIDITY OF BID

The bid and the Price Schedule included shall remain valid for a period of 180 days from the date of techno-commercial bid opening, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting LoA, Railways shall forfeit the Bid Security furnished by him. *Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.*

In exceptional circumstances when LoA is not issued, the Railways may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided under to be provided as in the format mentioned in Appendix II shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

1.8. METHOD OF BID SUBMISSION

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

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

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

In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the “**Bidders**”, which expression shall, unless repugnant to the context, include the Members of the Consortium) are being called upon to submit their financial offers (the “**Bids**”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.

1.9. The Bidding Documents include the Power Purchase Agreement for the Project [which is enclosed/ which will be provided to the Bidders on or near about 17.11.2016]². Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

³ The Power Purchase Agreement should either be provided along with the RFP or at least 45 days before the Bid Due Date and 21 days before the Pre-Bid Conference.

- 1.9.1 A Bidder is required to deposit, along with its Bid, a bid security of Rs [20 Lakhs/MW] i.e. Rs. Eighty Lakhs in this case, (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PPA. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Railways. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Railways and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Railways. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.9.2. During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Agreement including implementation of the Project.
- 1.9.3 Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.9.4 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.11.5 by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for “Installation of total 4 MWp Rooftop solar system (ranging from 50 KWp to 410 KWp) at different locations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Division of Central Railway through PPP model (Public Private Partnership) on Design, Build, Finance, Operate and Transfer (DBFOT) basis with objective of Generating and supplying Energy to Railway installations. Project”.

1.10 Schedule of Bidding Process

The Railways shall endeavour to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries	28.11.2016
2. Pre-Bid Conference-1	05.12.2016
3. Railways response to queries latest by	15.12.2016
4. Bid Due Date	20.12.2016
5. Opening of Bids	20.12.2016
6. Letter of Award (LOA)	[Within 30 days of Bid Due Date]
7. Validity of Bids	120 days of Bid Due Date
8. Signing of PPA	Within 30 days of award of LOA

BID INFORMATION SHEET	
Document Description	Document outlines the bidding process for Procurement of Project under PPP Model at selected sites of Railways.
RFP No.	RFP No: BB.LG.W.CSTM.2015.28/RFP dated 17/11/2016
Broad Scope	Generate and Supply Power from Rooftop Solar PV systems under PPP Model. The SPD will be responsible for Design, Engineering, Procurement, Erection (including civil and structural works), Installation, Testing and Commissioning of the solar PV system(s) including Operation and Maintenance (O&M) of the system(s) for a period of 25 years after commissioning of project(s). The SPD will supply power based on a Power Purchase Agreement
Issue of RFP / tender document	From 17.11.2016 to till tender submission Tender Documents are available on website www.tenders.gov.in
Last date of seeking clarifications	28.11.2016
Pre Bid Meeting	A Pre Bid Meeting shall be held on 05.12.2016 at 15:00 hrs in Chief Electrical Engineer's office, 2nd floor, Parcel building, Mumbai CST, Mumbai 400 001 . Only one person from the bidder company is allowed to attend the same.
Issue of Addendum	15.12.2016
Last date & Time of Submission of Response of RFP	20.12.2016 up to 11:00 Hrs.
Bid Opening	20.12.2016 at 11:15 Hrs.
Processing Fee (non-refundable)	INR 20,000/- (Rupees Twenty Thousand only) (inclusive of 5% DVAT) Non-Refundable (Demand Draft /Banker's cheque) drawn on a Scheduled Commercial Bank based in India and should be in favour of "Sr. Divisional Finance Manager/ Central Railway CST Mumbai – 400 001" payable at Mumbai.) Cost of tender documents i.e, D.D./Banker's cheque, in original, shall be accepted only upto 11:00 hours on 20.12.2016 in the Office of the Sr.DEE(G), 1st floor, Central Railway, Annex building, Mumbai CST - 400001 .
Bid Security	Along with the response to RFP as per format attached in Appendix-II
Performance Security (PBG)	PBG amount shall be furnished by the successful bidder after issue of Letter of Acceptance (LoA) by Railways.
Name, Designation, Address and other details (For submission of Response to RFP)	Mr. R.K. Chauve, Sr.DEE(G) CSTM, Office of the Sr.DEE(G), 1st floor, Central Railway, Annex building, Mumbai CST - 400001 Tel. No. :- 0 2 2 - 22616694 E-Mail ID:- srdeegbb@gmail.com
<u>Important Note:-</u> Bidders are requested to remain updated for any notices / amendments/clarifications etc. to the RFP document through the website www.tenders.gov.in . No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually.	
All the information related to this RFP shall be updated in the website www.tenders.gov.in	

1.11. Pre-Bid Conference

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

Date: 05.12.2016

Time: [15.00 hrs]

Venue: Meeting Room, Chief Electrical Engineer's office, 2nd floor, Parcel building, Mumbai CST, Mumbai 400 001.

1.12. CLARIFICATIONS AND PRE BID MEETING

1.12.1 The Railways will not enter into any correspondence with the Bidders, except to furnish clarifications on RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFP in writing, through a letter or by fax (and also soft copy by e-mail) to reach Railways at the address, date and time mentioned in Bid information sheet.

The Project is located at the location(s) as mentioned in para 1.1.1 above having an aggregate capacity of 4 MWp herein after referred to as contracted capacity.

1.12.2 The purpose of the stakeholder consultation meeting will be to clarify any issues regarding the RFP including in particular, issues raised in writing and submitted by the Bidders.

1.12.3 Railways is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

1.13 AMENDMENTS TO RFP BY RAILWAYS

1.13.1 At any time prior to the deadline for submission of Bids, the Railways may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by issuing clarification(s) and/or amendment(s).

1.13.2 The clarification(s) / amendment(s) (if any) may be notified on Railways website [at least Two (2) days] before the proposed date of submission of the Bid. If any amendment is required to be notified [within Two (2) days] of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.

1.13.3 Railways will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.

1.13.4 In case any amendment is notified after submission of the Bid, Bids received by Employer shall be returned to the concerned Bidders on their request through registered post or courier and it will be for the Bidders to submit fresh Bids as the date notified by the Railways for the purpose.

1.13.5 All the notices related to this Bid which are required to be publicized shall be uploaded on www.tenders.gov.in

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the “**RFQ**”) shall have the meaning assigned thereto in the RFQ.
- 2.1.3 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PPA.
- 2.1.5 The Bid should be furnished in the format at Appendix–I, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Bid shall consist of tariff quoted in cost per kW hrs fixed for a period of 25 years.
- 2.1.7 The Bidder shall deposit a Bid Security of Rs. 20 lakh per MW (Rupees Twenty Lakh per MW) i.e. Rs. 80 Lakhs in this case, in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Railways, as per format at Appendix–II.
- 2.1.8 The validity period of the Bank Guarantee shall not be less than 180 (One Hundred Eighty) days from the Bid Due Date, inclusive of a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Railways and the Bidder. Where a demand draft is provided, its validity shall not be less than 80 (Eighty) days from the Bid Due Date, for the purposes of encashment by the Railways. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (Sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Power Purchase Agreement.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–IV.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The documents including this RFP and all attached documents, provided by the Railways are and shall remain or become the property of the Railways and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Railways will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Railways shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Railways and not by way of penalty for, *inter alia*, the time, cost and effort of the Railways, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Railways under the Bidding Documents and/ or the PPA or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than [5% (five per cent)] of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, Agreemental loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, Agreemental loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Railways in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than [50% (fifty per cent)]of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Railways in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the PPA. In the event any such adviser is engaged by the Selected Bidder or SPD, as the case may be, after issue of the LOA or execution of the PPA for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the PPA and without prejudice to any other right or remedy of the Railways, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Railways may have thereunder or otherwise, the LOA or the PPA, as the case may be, shall be liable to be terminated without the Railways being liable in any manner whatsoever to the Selected Bidder or SPD for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.1.16 This RFP is not transferable.
- 2.1.17 Any award of Agreement pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.18 [Other Bid conditions shall include: ***]. – None.

2.2 Change in composition of the Consortium

- 2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Railways during the Bid Stage, only where:
- (a) the Lead Member continues to be the Lead Member of the Consortium;
 - (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
 - (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.
- 2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Railways and must be approved by the Railways in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.
- 2.2.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement as attached with RFQ and a Power of Attorney, substantially in the form at Appendix-IV, prior to the Bid Due Date.
- 2.2.4 The option of change in composition of the Consortium which is available under Clause 2.2.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been pre-qualified.

2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) [26% (twenty six per cent)] of the subscribed and paid-up equity of the SPD; and (ii) [5% (five per cent) of the Total Project Cost specified in the PPA.]The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the PPA, and a breach hereof shall, notwithstanding anything to the contrary contained in the PPA, be deemed to be a breach of the PPA and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.
- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Railways forthwith along with all relevant particulars about the same and the Railways may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the PPA but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the PPA, be deemed to be a breach of

the PPA, and the same shall be liable to be terminated without the Railways being liable in any manner whatsoever to the SPD. In such an event, notwithstanding anything to the contrary contained in the PPA, the Railways shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Railways under the Bidding Documents and/ or the PPA or otherwise.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. Railways will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Railways;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Railways relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Railways, or a ground for termination of the PPA by the SPD;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Railways shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Railways.

2.6 Verification and Disqualification

2.6.1 The Railways reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by the Railways, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Railways shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railways thereunder.

2.6.2 The Railways reserves the right to reject any Bid and appropriate the Bid Security if:

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Railways reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Railways, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the Agreement thereby granted by the Railways, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the SPD either by issue of the LOA or entering into of the PPA, and if the Selected Bidder has already been issued the LOA or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Railways to the Selected Bidder or the SPD, as the case may be, without the Railways being liable in any manner whatsoever to the Selected Bidder or SPD. In such an event, the Railways shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Railways under the Bidding Documents and/ or the PPA, or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Bid and Annexures
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Guidelines of the Department of Disinvestment
- VI. List of Project-Specific Provisions

2.7.2 The draft PPA provided by the Railways as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Railways in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Railways shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Railways will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Railways shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Railways reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Railways to respond to any question or to provide any clarification.

2.8.3 The Railways may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Railways shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Railways or its employees or representatives shall not in any way or manner be binding on the Railways.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Railways may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

- 2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Railways may, in its sole discretion, extend the Bid Due Date^s.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Railways will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

- 2.11.1 The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as “BID”.
- 2.11.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”. The documents shall include:
- (a) Bid Security in the format at Appendix–II;
 - (b) Power of Attorney for signing of Bid in the format at Appendix–III;
 - (c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix–IV; and
 - (d) A copy of the PPA with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.
- 2.11.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.
- 2.11.4 The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

Bid for the “Installation of total 4 MWp Rooftop solar system (ranging from 50 KWp to 410 KWp) at different locations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Division of Central Railway through

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

PPP model (Public Private Partnership) on Design, Build, Finance, Operate and Transfer (DBFOT) basis with objective of Generating and supplying Energy to Railway installations.”

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

2.11.5 Each of the envelopes shall be addressed to:

ATTN. OF:	Mr. R.K.Chauve
DESIGNATION	Senior Divisional Electrical Engineer (General)
ADDRESS:	Office of the Sr.DEE(G), 1st floor, Central Railway, Annex building, Mumbai CST - 400001
E-MAIL ADDRESS	srdeegbb@gmail.com

2.11.6 If the envelopes are not sealed and marked as instructed above, the Railways assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

2.12.1 Bids should be submitted before 11.00 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.5.

2.12.2 The Railways may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by the Railways after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Contents of the Bid

2.14.1 The Bid shall be furnished in the format at Appendix–I and shall consist of a [tariff] to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the [tariff] to undertake the Project in accordance with this RFP and the provisions of the PPA.

2.14.2 Generally, the Project will be awarded to the Bidder quoting the lowest tariff.

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

2.14.4 The proposed PPA shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

- 2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Railways prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Railways, shall be disregarded.

2.16 Rejection of Bids

- 2.16.1 Notwithstanding anything contained in this RFP, the Railways reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Railways rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.16.2 The Railways reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Railways.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Railways in relation to, or matters arising out of, or concerning the Bidding Process. The Railways will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Railways may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Railways or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Railways shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security equal to Indian Rupees [20 lakhs/MW] i.e. Rupees Eighty Lakhs in this case, in the form of a bank guarantee issued by a nationalised

bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Sr. DFM BB Central Railway, in the format at Appendix-II (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Railways and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.20.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Sr. Divisional Finance Manager, Central Railway, CST Mumbai – 400 001 and payable at Mumbai (the “Demand Draft”). The Railways shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Railways as non-responsive.
- 2.20.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Railways, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Railways, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Railways give the name and address of the person in whose favour the said demand draft shall be drawn by the Railways for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.20.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the SPD signing the PPA and furnishing the Performance Security in accordance with the provisions thereof. The Railways may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the PPA.
- 2.20.6 The Railways shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Railways will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Railways under the Bidding Documents and/ or under the PPA, or otherwise, if
- (a) a Bidder submits a non-responsive Bid;
 - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Railways;
 - (d) the Selected Bidder fails within the specified time limit -

- (i) to sign and return the duplicate copy of LOA; or
- (ii) to sign the PPA; or
- (iii) to furnish the Performance Security within the period prescribed therefor in the PPA.
- (e) the Selected Bidder, having signed the PPA, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Railways shall open the Bids at 11:15 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

3.1.2 The Railways will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Railways may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Bids, the Railways shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- (a) it is received as per the format at Appendix-I;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
- (d) it is accompanied by the Bid Security as specified in Clause 2.1.7;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
- (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

The Railways reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Railways in respect of such Bid. Provided, however, that the Railways may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the [lowest bid in terms of solar electricity tariff in Rs./ kWh]³ shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Railways

³ The bidding parameter may be described in this Clause 3.3.1 or in a new Clause 3.5. The bidding parameter should normally be specified in a manner that requires the Bidders to quote a single number in paragraph 30 of Appendix-I.

rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 3.3.2 In the event that two or more Bidders quote the same amount of [Premium or Grant, as the case may be] (the “**Tie Bidders**”), the Railways shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Railways shall annul the Bidding Process and invite fresh bids.
- 3.3.4 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.3.3, the Railways may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.
- 3.3.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Railways to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Railways may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the SPD to execute the PPA within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the PPA.

3.3.7 Central Financial Assistance - Special Conditions

As per Corrigendum / clarifications – 2, issued by Railway Board vide letter no. 2012/Elect(G)/150/4/ Pt-IV dated 23.06.2016, CFA will be available to the successful bidder and would be calculated as 15% of either the MNRE bench mark cost, which is Rs. 8.0 Crores per MW or the total project cost whichever is lower. The CFA disbursement for the project, above 10 KWp will be 100% and will be released after issuance of Commissioning / Completion Certificate and acceptance of the project.

If the project fails to generate any power continuously for any 1 year within the 25 years or its major assets (components) are sold or the project is dismantled during this tenure, Railways will have a right to get refund of CFA on pro-rata basis and if not paid by the Project Developer, then a claim on assets equal to the value of CFA released, *on pro-rata basis as specified hereunder*:

Year of default (From COD)	Railways right to refund of CFA/ Claim on assets (% of CFA paid)
Up to 5 yrs	100%
5-6 year	90%
6-7 year	80%
7-8 year	70%
8-9 year	60%
9-10 year	50%
10-11 year	40%
11-12 year	30%
12-13 year	25%
13-14 year	23%
14-15 year	21%
15-16 year	19%
16-17 year	17%
17-18 year	15%
18-19 year	13%
19-20 year	11%
20-21 year	9%
21-22 year	7%
22-23 year	5%
23-24 year	3%
24-25 year	1%

If the Project is transferred or sold to a third party during its tenure after initial lock-in period of 1 year Railway will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

3.3.8. Others

Bidder has to obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity.

3.3.9. Bid Security and Processing fee submission:

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

3.3.10. Tax Exemptions

Price bids are invited inclusive of Taxes and duties. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Dep't of Govt. of India by the bidder. Railways in no case will be responsible for providing any tax exemptions to the bidder.

3.3.11. Eligibility of Stand-Alone systems

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

3.3.12. Requirement for approval on makes of equipment

The modules should be manufactured in India only. Rest of the components can be procured from any source. However these items should meet the Technical specification and standards mentioned in RFP/PPA.

3.3.13. Deductions

All costs, damages or expenses which Railways may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/will be liable, will be claimed by the Railways. All such claims shall be billed by the Railways to the and if not paid by the Successful bidder within the 15 days within respect of payment request period, the Railways may, then, deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy the Railways of such claims

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Railways makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Railways and/ or their employees/ representatives on matters related to the Bids under consideration.

3.5 Bid Parameter

3.5.1 The Bid shall comprise a tariff to be quoted by the Bidder in accordance with the provisions of the PPA. The Bidder who offers the lowest tariff shall ordinarily be the Selected Bidder.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the PPA. Notwithstanding anything to the contrary contained herein, or in the LOA or the PPA, the Railways may reject a Bid, withdraw the LOA, or terminate the PPA, as the case may be, without being liable in any manner whatsoever to the Bidder or SPD, as the case may be, if it determines that the Bidder or SPD, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Railways shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Railways under the Bidding Documents and/ or the PPA, or otherwise.
- 4.2 Without prejudice to the rights of the Railways under Clause 4.1 hereinabove and the rights and remedies which the Railways may have under the LOA or the PPA, or otherwise if a Bidder or SPD, as the case may be, is found by the Railways to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the PPA, such Bidder or Solar Project Developer/ SPD shall not be eligible to participate in any tender or RFP issued by the Railways during a period of 2 (two) years from the date such Bidder or SPD, as the case may be, is found by the Railways to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Railways who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the PPA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Railways, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the PPA, as the case may be, any person in respect of any matter relating to the Project or the LOA or the PPA, who at any time has been or is a legal, financial or technical adviser of the Railways in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Railways with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.4. Debarred from participating in Railways’ roof top tender

Railways reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidders may be debarred from participating in Railways’ any future tender for a period as decided by the competent Railways of Railways.

The Successful bidder must ensure that the CFA is available for newly commissioned projects i.e. for the projects whose construction/dispatch of equipment’s have been started only after the issue of LoA. Any project on which projects has been installed or commissioned before the issue of LoA shall be construed as fraudulent activity in which case Successful bidder(s) may be debarred from participating in Railways’ future tender for a period as decided by the Competent authority.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Railways. The Railways shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Railways has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Railways, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Railways by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Railways, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
 - (b) the RFQ.
- i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

Appendices

APPENDIX I

Letter Comprising the Bid

Tender No: BB.LG.W.CSTM.2015.28/RFP

dated :- 17.11.2016

From:

_____ (Insert name and address of Bidding Company)

Tel.:-.....

Fax :-.....

E-mail address:-

To,

**Office of the Sr.DEE(G),
1st floor, Central Railway,
Annex building,
Mumbai CST - 400001**

Sub:- Bid for “IMPLEMENTATION OF SOLAR PV SYSTEM IN VARIOUS LOCATIONS OF CENTRAL RAILWAYS”

Dear Sir,

We, the undersigned....[insert name of the ‘Bidder’] having read, examined and understood in detail the RFP Document for Tender No. BB.LG.W.CSTM.2015.28/RFP **“Installation of total 4 MWp Rooftop solar system (ranging from 50 KWp to 410 KWp) at different locations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Division of Central Railway through PPP model (Public Private Partnership) on Design, Build, Finance, Operate and Transfer (DBFOT) basis with objective of Generating and supplying Energy to Railway installations.”** in the stations mentioned at para 1.1.1. of Central Railway in India. I / We hereby submit our Bid comprising of Price Bid. We confirm that neither we nor any of our Associate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the tender dated 17.11.2016 and RFP Documents attached thereto, issued by Railways, as amended. As a token of our acceptance to the RFP Documents, the same have been initiated by us and enclosed to the Bid. We shall ensure that we execute such RFP Documents as per the provisions of the RFP and provisions of such RFP Documents shall be binding on us.

I/ We acknowledge that the Railways will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the SPD for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as SPD for the [development, finance, construction, operation and maintenance] of the aforesaid Project.

4. I/ We shall make available to the Railways any additional information it may find necessary or require to supplement or authenticate the Bid.
 5. I/ We acknowledge the right of the Railways to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
 6. I/ We certify that in the last three years, we/ any of the Consortium Members^f or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
 7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Railways; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Railways or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
 8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
 9. I/ We believe that we/ our Consortium satisfy(s) the financial criteria and meet(s) the requirements as specified in the RFQ document.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our
-

ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.[‡]
14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Railways of the same immediately.
16. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the SPD; and (ii) 5% (five per cent) of the Total Project Cost specified in the PPA. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the PPA in respect of Change in Ownership.
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/We shall inform the Railways forthwith along with all relevant particulars and the Railways may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the PPA but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the PPA shall be liable to be terminated without the Railways being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the PPA.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Railways in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a PPA in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. I/ We have studied all the Bidding Documents carefully and also surveyed the [project highway and the traffic]. We understand that except to the extent as expressly set forth in the PPA, we shall have no claim, right or title arising out of any documents or information provided to us by the Railways or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
22. I/ We offer a Bid Security of Rs..... (Rupees only) to the Railways in accordance with the RFP Document.
23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Agreement is not awarded to me/us or our Bid is not opened or rejected.
26. The [Premium / Grant] has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft PPA, our own estimates of costs [and traffic] and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the SPD under the PPA till occurrence of Financial Close in accordance with the PPA. }
29. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
30. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the PPA:

Tariff (kWH) for the proposed solar rooftop contracted capacity -

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

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

Appendix I

Annex-I

Tender No: BB.LG.W.CSTM.2015.28/RFP dated 17.11.2016

S.No	Description	Name of the Sites	Approx. total Capacity in kWp	Total project cost excluding O&M for the scope of work as per Bid document (Rs./ MWp)
1	<p>Generate and Supply Power from Rooftop Solar PV systems under PPP Model. The SPD will be responsible for Design, Engineering, Procurement, Erection (including civil and structural works), Installation, Testing and Commissioning of the solar PV system(s) including Operation and Maintenance (O&M) of the system(s) for a period of 25 years after commissioning of project(s).</p>			

Date:
.....
Business Address:

Signature:..... Place:
Printed Name.....
Designation:.....

Country of Incorporation:
(Common Seal).....

(State or Province to be indicated)

ANNEX-II
Format for Information by Bidders

Appendix I
Annex-II

(To be submitted as part of Price Bid)

Tender No: BB.LG.W.CSTM.2015.28/RFP

dated 17.11.2016.

Tariff (Rs/kWh) at Minimum CUF [considering CFA as per its definition]	Guaranteed generation/Minimum CUF
1	2
	16% or Normative CUF notified in the respective states by SERC

Date:-

Signature:-.....

Name:-.....

Place:-.....

Address:-

Company Seal

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company and duly signed by authorized signatory only)

ANNEX-III
General particulars of the Bidder

Appendix I
Annex-III

GENERAL PARTICULARS OF THE BIDDER

Name of the Company	
Registered Office Address	
Telephone, Telex, Fax No	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the bidder/Company ever been Debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the RFP.	
Whether the Bidder wishes to form a Project Company for execution of work	Yes / No
Bidding company is listed in India	Yes / No
Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as Below	

Annex IV
Conditions of contract

Appendix I
Annex-IV

Please refer the Power Purchase Agreement attached with the RFP.

APPENDIX- II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.20.1)

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Railways”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on [DBFOT] basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft PPA (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Railways an amount of Rs. (Rupees only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Railways stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Railways is disputed by the Bidder or not, merely on the first demand from the Railways stating that the amount claimed is due to the Railways by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Railways and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Railways shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Railways that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Railways and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Railways shall be entitled to treat the Bank as the principal debtor. The Railways shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Railways, and the Bank shall not be released from its liability under these presents by any exercise by the Railways of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Railways or any indulgence by the Railways to the said Bidder or by any change in the constitution of the Railways or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Railways to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Railways may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Railways in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Railways serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Annex-I of Appendix-II
CHECK LIST FOR BANK GUARANTEES

Sl. No.	Details of checks	YES/NO.
a)	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
d)	Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
e)	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
f)	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
i)	Whether overwriting/cutting if any on the BG have been properly Authenticated under signature & seal of executants?	

Appendix-III

Power of Attorney for signing of Bid^s
(Refer Clause 2.1.9)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed or being developed by the (the "Railways") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Railways, representing us in all matters before the Railways, signing and execution of all contracts including the PPA and undertakings consequent to acceptance of our bid, and generally dealing with the Railways in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the PPA with the Railways.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

Appendix - III
Page 2

1.

2.

Accepted

Notarised

(Signature, name, designation and address
of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-IV^S

Power of Attorney for Lead Member of Consortium
(Refer Clause 2.1.10)

Whereas the (the “Railways”) has invited bids from pre-qualified and short-listed parties for the Project (the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Agreement/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Railways, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the PPA is entered into with the Railways.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX –V

Guidelines of the Department of Disinvestment

Letter no. Dated 13 July 2001

Please refer Appendix-V in RFQ

APPENDIX-VI

List of Project-specific provisions⁴

A. Clauses with serially numbered Footnotes (Fn)

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

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