### PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Limited) Regd. Office: First Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi – 110001, Fax: 011-23443990

#### **GLOBAL INVITATION (THROUGH E-BIDDING ONLY)**

#### FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of "Request for Proposal" (RFP).

Interested bidders may refer to the RFP notification and RFP documents available on the website https://www.mstcecommerce.com and https://www.pfcclindia.com.

The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 03.03.2022 to one working day prior to bid submission for the project mentioned below on payment of a non-refundable fee of Rs. 5,00,000or USD 7,000 plus applicable GST @18% in the form of demand draft in favour of "PFC Consulting Limited" payable at New Delhi, from 9<sup>th</sup> Floor, Wing – A, Statesman House, Connaught Place, New Delhi - 110001, Tel.: 91-11-23443905/925; Fax: 91-11-23443905 - email: prcLitp@ptcindia.com. The RFP documents can also be downloaded from https://www.mstcecommerce.com and https://www.pfcclindia.com, however, in such case, interested party can submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000- or USD 7,000 plus applicable GST @18% separately. The survey report and clarifications to RFP documents shall be issued to those bidders, who have obtained/ purchased RFP documents by paying requisite fee at least one working day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding clarifications/ amendments/ time extensions etc.; if any. The important timelines in this regard are as follows:

S.No.	Name of Transmission Scheme	Last Date for seeking clarifications (dd/mm/yyyy)	Last Date for submission of response to RFP (dd/mm/yyyy)	Date of opening of Response to RFP (dd/mm/yyyy)
1.	Transmission system for evacuation of power from REZ in Rajasthan (20 GW) under Phase – III Part H	23/03/2022	05/05/2022 up to 15:00 hrs (IST)	05/05/2022 up to 15:30 hrs (IST)

Note: PFC Consulting Limited reserves the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer.





**Initiative Partner** 

Central Electricity Authority

12cm x 12cm

# STANDARD SINGLE STAGE REQUEST FOR PROPOSAL DOCUMENT

## FOR

# SELECTION OF BIDDER AS TRANSMISSION SERVICE PROVIDER THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS

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## **ESTABLISH INTER-STATE TRANSMISSION SYSTEM**

FOR

# TRANSMISSION SYSTEM FOR EVACUATION OF POWER FROM REZ IN RAJASTHAN (20 GW) UNDER PHASE III-PART H

**ISSUED BY** 



Registered Office:

1st Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001

March 03, 2022

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#### PFC CONSULTING LIMITED (A wholly owned subsidiary of Power Finance Corporation Limited)

#### Corporate Office: 9th Floor, A-Wing, Statesman House Connaught Place, New Delhi-110001

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission system for evacuation of power from REZ in Rajasthan (20 GW) under phase III-Part H" is issued by PFC Consulting Limited.

This RFP document is issued to -

M/s.\_\_\_\_\_

Chief General Manager PFC Consulting Limited 9th Floor, A-Wing, Statesman House Connaught Place, New Delhi-110001 Email: pfccl.itp@pfcindia.com Place: New Delhi Date: Signature: .....

#### **REQUEST FOR PROPOSAL NOTIFICATION**

#### PFC Consulting Limited (A wholly owned subsidiary of Power Finance Corporation Limited)

### Corporate Office: 9th Floor, A-Wing, Statesman House Connaught Place, New Delhi-110001

- The Government of India, Ministry of Power, vide its gazette notification no. CG-DL-E-08122021-231686 dated 06.12.2021 has notified PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Inter-State transmission system for "Transmission system for evacuation of power from REZ in Rajasthan (20 GW) under Phase-III Part H" through tariff based competitive bidding process.
- 2. PFC Consulting Limited (PFCCL) (hereinafter referred to as BPC) hereby invites all prospective Bidders for issue of Request for Proposal (RFP) for selection of Bidder as Transmission Service Provider (TSP) on the basis of international competitive bidding in accordance with the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under section 63 of The Electricity Act, 2003 and as amended from time to time. The responsibility of the TSP would be to establish the following Inter-State Transmission System "Transmission system for evacuation of power from REZ in Rajasthan (20 GW) under Phase-III Part H" (hereinafter referred to as 'Project') on build, own, operate & transfer basis and to provide transmission service:

Transmission system for evacuation of power from REZ in Rajasthan (20 GW) under Phase-III Part H				
S. No.	Name of Transmission Element	Scheduled COD in months from Effective Date		
1.	<ul> <li>Establishment of 2x1500 MVA 765/400kV substation at suitable location near Dausa along with 2x330 MVAr, 765 kV Bus Reactor &amp; 2x125 MVAr, 420 kV bus Reactor</li> <li>765/400kV 1500 MVA ICTs: 2 nos. (7x500 MVA, including one spare unit)</li> <li>330 MVAr, 765 kV bus reactors: 2 nos. (7x110 MVAr, including one spare unit)</li> <li>765kV ICT bays – 2 nos</li> <li>400 kV ICT bays – 2 nos.</li> <li>765 kV line bays – 6 nos.</li> <li>400kV line bay- 4 nos.</li> <li>765kV reactor bay- 2 nos.</li> <li>125 MVAr, 420kV bus reactor – 2 nos.</li> <li>420 kV reactor bay – 2 nos.</li> <li>5765kV reactor bay – 2 nos.</li> <li>765kV reactor bay – 2 nos.</li> <li>420 kV reactor bay – 2 nos.</li> <li>765/400kV ICTs along with bays: 2 nos.</li> <li>765kV line bay along with switchable line reactor: 4</li> </ul>	18 months		

Transmission system for evacuation of power from REZ in Rajasthan (20 GW) under Phase-III Part H				
S. No.	Name of Transmission Element	Scheduled COD in months from Effective Date		
	<ul> <li>nos.</li> <li>765kV Bus Reactor along with bays: 2 nos.</li> <li>400/220 kV ICTs along with bays: 2 nos.</li> <li>400 kV line bays along with switchable line reactor: 4 nos.</li> <li>400kV Bus Reactor along with bays: 1 no.</li> <li>220 kV line bays: 4 nos.</li> </ul>			
2.	LILO of both circuits of Jaipur (Phagi)-Gwalior 765 kV D/c at Dausa along with 240 MVAr Switchable line reactor for each circuit at Dausa end of Dausa – Gwalior 765 kV D/c line			
	<ul> <li>Switching equipment for 765 kV 240MVAR switchable line reactors - 2 nos.</li> </ul>			
	<ul> <li>240 MVAr 765 kV Switchable line reactors - 2 nos. (7x80 MVAr considering one spare unit) (also to be used as spare reactor at Dausa end for 765kV Beawar – Dausa D/c line)</li> </ul>			
3.	LILO of both circuits of Agra – Jaipur (south) 400kV D/c at Dausa along with 50 MVAr Switchable line reactor for each circuit at Dausa end of Dausa – Agra 400kV D/c line			
	<ul> <li>Switching equipment for 420kV, 50MVAR switchable line reactor –2</li> </ul>			
	<ul> <li>420kV, 50MVAr Switchable line reactor-2 nos.</li> </ul>			
4.	Beawar – Dausa 765kV D/c line along with 240MVAr Switchable line reactor for each circuit at each end			
	<ul> <li>Switching equipment for 765kV 240MVAR switchable line reactor –4</li> </ul>			
	<ul> <li>765kV, 240MVAr Switchable line reactor- 4 nos</li> </ul>			
5.	2 nos. of 765kV line bays at Beawar for Beawar – Dausa 765kV D/c line			
	• 765kV line bays – 2 nos			

### Note:

- (i) Developer of Beawar S/s to provide space for 2 nos. of 765 kV line bays along with space for 765kV switchable line reactors at their substations
- 3. The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with the provisions of the

Transmission Service Agreement and applicable Rules/ Regulations, Orders and Guidelines issued by the Central Government.

- 4. Transmission License: The TSP shall obtain the Transmission License from the Commission.
- 5. **Bidding Process:** The Transmission Service Provider shall be selected through tariff based competitive bidding process for the Project based on meeting stipulated Qualification Requirements prescribed in Clause 2.1 of Section 2 of RFP and the lowest Quoted Transmission Charges discovered from Final Offers quoted during the e-reverse bidding. The selection of the TSP shall be subject to it obtaining Transmission License from the Commission, which, after expiry, may be further extended by such period as deemed appropriate by the Commission under powers vested with it to amend the conditions of the Transmission License.

The entire bidding process shall be conducted on electronic platform created by MSTC Limited.

The Bid shall be a single stage two envelope bid comprising the Technical Bid and the Financial Bid. The Bidders shall submit the Bid online through the electronic bidding platform. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. There shall be no physical submission of the Financial Bid.

The Technical Bid shall be opened first and the Financial Bid of only the bidder who have qualified in the Technical Bid shall be opened. The Financial Bid will comprise of two rounds. In the first round the Initial Offer of the responsive bids would be opened and Quoted Transmission Charges of Initial Offer shall be ranked on the basis of ascending order. The Bidders, in the first fifty per cent of the ranking (with any fraction rounded off to higher integer) or four Bidders, whichever is higher, shall qualify for participating in the electronic reverse auction stage and submit their Final Offer.

6. The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of SPV [which is under incorporation] along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, twenty (20) days prior to the Bid Deadline.

The **SPV** [which is under incorporation], of which one hundred percent (100%) equity shares will be acquired by the Selected Bidder, shall be responsible as the TSP, for ensuring that it undertakes ownership, financing, development, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project, and to provide Transmission Service as per the terms of the RFP Project Documents.

The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to CTU or its successors or an agency as decided by the Central Government after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days after 35 years from COD of project failing which CTU shall be entitled to take over the project assets Suo moto.

- 7. **Commencement of Transmission Service**: The Bidder shall have to commence Transmission Service in accordance with the provisions of the Transmission Service Agreement.
- 8. **Transmission Charges**: The Transmission Charges shall be payable by the Designated ISTS Customers in Indian Rupees through the CTU as per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time. Bidders shall quote the Transmission Charges as per the pre-specified structure, as mentioned in the RFP.
- 9. Issue of RFP document: The detailed terms and conditions for qualification and selection of the Transmission Service Provider for the Project and for submission of Bid are indicated in the RFP document. All those interested in purchasing the RFP document may respond in writing to Chief General Manager, Tel. +91 11 23443905/925, Fax +91 11 23443990, Email: pfccl.itp@pfcindia.com at the address given in para 12 below with a non-refundable fee of Rs. 5,00,000/- (Rupees Five Lakh Only) or US\$ 7000/- (US Dollars Seven Thousand Only) plus 18% GST, to be paid via electronic transfer to the following Bank Account latest by May 04, 2022:

Bank Account Name	: PFC Consulting Limited
Account No.	: 000705036117
Bank Name	: ICICI Bank
IFSC	: ICIC0000007
Branch	: Connaught Place, New Delhi-110001

Immediately after issuance of RFP document, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure B, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and shall be submitted by the Bidder in two (2) originals in a separate envelope, duly superscripted with Pre-Award Integrity Pact. The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi. In case the Bidder is in a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately.

The RFP document shall be issued to the Bidders on any working day from March 03, 2022 to May 04, 2022 between 10:30 hours (IST) to 16:00 hours (IST). The BPC, on written request and against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFP document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed.

10. Receipt and opening of Bid: The Bid must be uploaded online through the electronic bidding platform on or before 15:00 hours (IST) on May 05, 2022. Technical Bid will be opened by the Bid Opening Committee on the same day at 15:30 hours (IST) in the office of Central Electricity Authority, in the online presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be opened on the next working day at the same time and venue. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. Bidders meeting the Qualification Requirements, subject to

evaluation as specified in Clause 3.2 to 3.4 shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer.

11. The RFP document is not transferable. BPC reserves the right to reject all Bid and/or annul the process of tariff based competitive bidding for selection of Bidder as TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.

#### 12. Nodal person for enquiries and clarifications

All correspondence and clarification in respect of RFP document shall be addressed to:

Chief General Manager PFC Consulting Limited 9<sup>th</sup> Floor, A-Wing, Statesman House Connaught Place, New Delhi - 110001, India Tel. + 91-11-23443905/925 Fax + 91-11-23443990 Email: <u>pfccl.itp@pfcindia.com</u>

#### DISCLAIMER

- 1. This Request for Proposal (RFP) document is not an agreement or offer by the BPC to the prospective Bidders or to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Bid. The RFP document is based on material and information available in public domain.
- 2. This RFP, along with its Annexures, is not transferable and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.
- 3. While this RFP has been prepared in good faith, neither the BPC nor its employees or advisors/consultants make any representation or warranty expressed or implied as to the accuracy, reliability or completeness of the information contained in this RFP. The Bidders shall satisfy themselves, on receipt of the RFP document, that the RFP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of this RFP document on or before the date & time mentioned in this RFP, it shall be considered that the issued document, complete in all respects, has been received by the Bidders.

This bidding process is in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India under Section 63 of the Electricity Act, 2003. Revisions or amendments in these Bidding Guidelines may cause the BPC to modify, amend or supplement this RFP document, including the RFP Project Documents to be in conformance with the Bidding Guidelines.

- 4. This RFP document includes statements, which reflect various assumptions arrived at by BPC in order to give a reflection of current status in the RFP. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RFP document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for BPC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.
- 5. Neither BPC nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document.
- 6. Neither BPC, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Project, the information supplied by or on behalf of BPC or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.

- 7. By participating in the bidding process, each of the Bidder shall have acknowledged and accepted that it has not been induced to enter into such agreement by any representation or warranty, expressed or implied, or relied upon any such representation or warranty by or on behalf of BPC or any person working in the bidding process.
- 8. BPC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this RFP document. Such updations, amendments or supplements, if any, will however be circulated to the Bidders not later than 15 days prior to the last date for submission of Bid.
- 9. Each Bidder unconditionally agrees, understands and accepts that the BPC reserves the rights to accept or reject any or all Bids without giving any reason. Neither the BPC nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
- 10. This RFP may be withdrawn or cancelled by the BPC at any time without assigning any reasons thereof. BPC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.