



PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd.)

NOTICE INVITING TENDER

PFC Consulting Limited (PFCL), a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), the Authorized Representative appointed by Ministry of Power under para B (v) of Shakti Policy, 2017, invites proposals for “Procurement of Aggregate Power requirement of Group of States for undertaking tariff based competitive bidding for medium term procurement of Power”.

Bidders may download the Bidding Document from MoP website, PFCL website or MSTC ecommerce website.

The last date for bidders to seek clarification is **25.05.2023** and the last date of submission of Bid is **15.06.2023** at or before 15:00 hrs (IST) on DEEP Portal. Response to invitation will be opened on the same day at 15:30 hrs (IST) on DEEP Portal.

Bidders should regularly visit website to keep themselves updated regarding clarifications / amendments / time extensions, etc., if any.

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.

PFC Consulting Limited

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**Request for Selection
of Bidder (s)**

for

**Procurement of Aggregated Power
for Group of States**

Through

e-Tender on

**Discovery of Efficient Electricity Price (DEEP) Portal
(Event No PFC Consulting Limited/Medium/ATP B (v)/23-24/ET/49)**

**Issued by
PFC Consulting Limited**

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TABLE OF CONTENTS

Sl. No.	Contents	Page No.
	Disclaimer	5
	Glossary	
1.	Introduction	9
1.1	Background	9
1.2	Brief description of Bidding Process	10
1.3	Schedule of Bidding Process	15
1.4	Pre-Application Meeting	16
2.	Instructions to Applicants	17
2A	General	17
2.1	Scope of Application	17
2.2	Eligibility of Applicant	17
2.3	Number of Applications and costs thereof	19
2.4	Verification of information	19
2.5	Acknowledgement by Applicant	19
2.6	Right to accept or reject any or all Applications/ Bids	19
2B	Documents	21
2.7	Contents of the Bidding Document	21
2.8	Clarifications	21
2.9	Amendment of Bidding Documents	22
2C	Preparation and Submission of Application	23
2.10	Language	23
2.11	Format and signing of Application/Bid	23
2.12	Sealing and marking of Applications	23
2.13	Bid Due Date	25
2.14	Late Applications	25
2.15	Modifications/ substitution/ withdrawal of Applications	25
2D	Evaluation Process	26
2.16	Opening and Evaluation of Applications	26
2.17	Confidentiality	26
2.18	Tests of responsiveness	26
2.19	Clarifications and/ or Additional Information	27

	2E	Qualification and Bidding	29
	2.20	Pre-qualification and notification	29
	2.21	Submission of Bids	29
	2.22	Proprietary data	29
	2.23	Correspondence with the Applicant/ Bidder	29
3.	Criteria for Evaluation		30
	3.1	Evaluation Parameters	30
	3.2	Technical Capacity for purposes of evaluation	30
4.	Selection of Bidder		31
5.	Fraud and Corrupt Practices		33
6.	Pre-Application Meeting		35
7.	Miscellaneous		36
	Appendices		
I	Letter Comprising the Application / Bid		37
	Annex – I	Particulars of the Applicant	41
	Annex – II	Technical Capacity of Applicant/ Bid	43
	Annex – III	Statement of Legal Capacity	46
	Annex- IV	Particulars of the Power Station	47
II	Format for Power of Attorney for signing of Application		48
III	Bank Guarantee for Bid Security		50
IV	Pre-Contract Integrity Pact		53
V	Vendor Form		60

DISCLAIMER

The information contained in this document or subsequently provided to Applicant(s)/Bidders, whether verbally or in documentary or any other form, by or on behalf of the Authorised Representative or any of its employees or advisors, is provided to Applicant(s)/Bidder(s) on the terms and conditions set out here and such other terms and conditions subject to which such information is provided (the “**Request for Selection (RfS)**”). The RfS along with **Power Purchase Agreement (PPA)** shall collectively be referred as the “**Bidding Document**”.

This Bidding Document is not an agreement and is not an offer to the prospective Applicants/Bidders or any other person. The purpose of this Bidding Document is to provide interested parties with information that may be useful to them in the formulation of their application (the “**Application**”) for qualification and financial bid (the “**Bid**”) for selection pursuant to the Bidding Document. This Bidding Document includes statements, which reflect various assumptions and assessments arrived at by the Authorised Representative in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bidding Document may not be appropriate for all persons, and it is not possible for the Authorised Representative, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bidding Document. The assumptions, assessments, statements and information contained in this Bidding Document 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 Bidding Document and obtain independent advice from appropriate sources.

Information provided in this Bidding Document 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. Authorised Representative accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Authorised Representative also accept(s) 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 Bidding Document.

The Authorised Representative 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 Bidding Document.

The issue of this Bidding Document does not imply that the Authorised Representative are bound to select and short-list pre-qualified Applications for opening of the Bids or to appoint the selected Bidder or Supplier, as the case may be, for the Project and the Authorised Representative reserve the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

GLOSSARY

Applicant	As defined in Clause 1.1.6
Application	As defined in the Disclaimer
PPA	As defined in Clause 1.1.3
Authorised Representative	As defined in Clause 1.1.1
Bid Due Date	As defined in Clause 1.1.6
Bids	As defined in the Disclaimer
Bid Security	As defined in Clause 1.2.11
Bidder(s)	As defined in Clause 1.1.3
Bidding Document	As defined in the Disclaimer
Bidding Process	As defined in Clause 1.2.1
e-Tender Stage	As defined in Clause 1.2.2
BOLT	Build, Own, Lease and Transfer
BOO	Build, Own and Operate
BOOT	Build, Own, Operate and Transfer
BOT	Build, Operate and Transfer
FOO	Finance, Own and Operate
Government	Government of India/State
LOA	Letter of Award
Lowest Bidder or L1	As defined in Clause 1.2
PPP	Public Private Partnership
Qualification	As defined in Clause 1.2.2
Qualified Bidders	As defined in Clause 1.1.3
Re. or Rs. or INR	Indian Rupee
Request for Selection (RfS)	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.1.7
Supplier	As defined in Clause 1.1.7
Supply of Electricity	As defined in Clause 1.1.2
Successful Bidder	As defined in Clause 1.1.7
Tariff	As defined in Clause 1.2.21
Technical Capacity	As defined in Clause 2.2.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.