

**SINGLE STAGE REQUEST FOR PROPOSAL
DOCUMENT**

FOR

**SELECTION OF TRANSMISSION SERVICE PROVIDER
THROUGH TARIFF BASED COMPETITIVE BIDDING
PROCESS**

TO

ESTABLISH TRANSMISSION SYSTEM

FOR

**TRANSMISSION SYSTEM FOR EVACUATION OF
POWER FROM RE PROJECTS IN RAJGARH (2500
MW) SEZ IN MADHYA PRADESH**

ISSUED BY

**REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)**

**Registered Office:
Core-4, SCOPE Complex,
7, Lodhi Road, New Delhi – 110 003
Email: pshariharan@recl.in, pshariharan@recpdcl.in**

09.09.2021

REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
Core-4, SCOPE Complex,
7, Lodhi Road, New Delhi – 110 003

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” is issued by REC Power Development and Consultancy Limited (formerly REC Power Distribution Company Limited) for the benefit of Long Term Transmission Customer(s) as named in Annexure 19.

This RFP document is issued to -

M/s. _____

Chief Executive Officer

.....
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)

Email:

Place:

Date:

Signature:

REQUEST FOR PROPOSAL NOTIFICATION

REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
Core-4, SCOPE Complex,
7, Lodhi Road, New Delhi – 110 003

1. The Ministry of Power, Government of India, vide its notification nos. 15/3/2018-Trans-Pt(1) dated 27/01/2020 & 15/3/2018-Trans-Pt(1) dated 19/07/2021 has appointed REC Power Development and Consultancy Limited (erstwhile REC Transmission Projects Company Limited) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish transmission system for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** through tariff based competitive bidding process.
2. REC Power Development and Consultancy Limited (formerly REC Power Distribution Company Limited) (hereinafter referred to as BPC) hereby invites all prospective Bidders for issue of Request for Proposal (RFP) for selection of 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. The responsibility of the TSP would be to establish the following Transmission System - **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** (hereinafter referred to as 'Project') on build, own, operate & maintain basis and to provide transmission service to the Long Term Transmission Customers, as listed out in **Annexure – 19** of this RFP. The BPC reserves the right to add, delete or replace any Long Term Transmission Customer(s) to the list:

Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I		
S.No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVA, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220kV Bus coupler bay- 1 no. 220kV Transfer Bus Coupler (TBC) bay - 1 no.	18 Months

	<u>Future provisions:</u> Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus)	
2.	Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end Switchable line Reactors (at Pachora end) –420 kV, 2x80MVAR Line reactor bays (at Pachora) – 2 nos.	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)	

Note:

- (i) *M/s BDTCL (Bhopal Dhule Transmission Company Limited) to provide space for 2 no. of 400 kV line bays at Bhopal (Sterlite) for termination of Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line.*
 - (ii) *Space for future provisions for 400 kV line bays to be kept including the space for switchable line reactors.*
 - (iii) *The implementation of the scheme to be taken up only after grant of LTA at Pachora P.S.*
 - (iv) *The schedule of implementation of the scheme would be matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.*
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 Indian Standards and Codes issued by Bureau of Indian Standards and only in case they are not available under certain conditions, the other equivalent internationally recognized Standards and Codes shall be followed, with prior approval of CEA.
 4. **Transmission License:** The TSP shall obtain the Transmission License from the Appropriate Commission on such terms and conditions as specified by the Appropriate Commission. Bidders shall ensure that they comply with all the requirements of Appropriate Commission for grant of Transmission License.
 5. **Bidding Process:** REC Power Development and Consultancy Limited (formerly REC Power Distribution Company Limited) seeks to select a Transmission Service Provider 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 Levelised Transmission Charge derived from Final Offers quoted during the e-reverse bidding. The selection of the TSP shall be subject to it obtaining Transmission License from the Appropriate Commission which after expiry may be further extended by such period as deemed appropriate by the Appropriate Commission under power vested with it to amend the

conditions of Transmission License. The entire bidding process shall be conducted on electronic platform created by MSTC Limited.

The Bidder shall also make physical submission of the Technical Bid in addition to online submission through the electronic bidding platform. There should be no physical submission of the Financial Bid.

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 Rajgarh Transmission Limited 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 Rajgarh Transmission Limited, of which one hundred percent (100%) equity shares has been 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 to the Long Term Transmission Customers as per the terms of the RFP Project Documents.

7. **Commencement of Transmission Service:** The Bidder shall have to commence Transmission Service in accordance with the provisions as may be specified in the TSA.
8. **Transmission Charges:** The Transmission Charges shall be payable by Long Term Transmission Customer(s) in Indian Rupees. Bidders shall quote the Transmission Charges as per the pre-specified structure, as mentioned in 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 Executive Officer, pshariharan@recl.in & pshariharan@recpdcl.in at the address given in para 12 below with a non-refundable fee of 5,00,000 (Rupees Five Lakh Only or US\$ 7,000 (US Dollars Seven Thousand Only) plus 18% GST, in the form of a demand draft in favour of "Rajgarh Transmission Limited" payable at New Delhi or pay via electronic transfer to the following Bank Account:

Beneficiary Name : Rajgarh Transmission Limited
 Bank Name : ICICI Bank, Branch New Delhi-110001
 IFSC Code : ICIC0000007
 Account Number : 000705050350

latest by 10.11.2021. Along-with the Demand Draft, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure C, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Manager, as per Companies Act, 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 a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of

the Consortium separately. In case of e transfer of funds, Integrity Pact has to be submitted before bid submission.

The RFP document shall be issued to the Bidders on any working day from 09.09.2021 to 10.11.2021 between 1030 hours (IST) to 1600 hours (IST). 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: Scanned Copy of the Technical Bid must be uploaded online through the electronic bidding platform on or before 1400 hours (IST) on 11.11.2021. In addition to the above, the Technical Bid in one (1) original plus one (1) copy, must be delivered to the address as given in para 12 below on or before 1400 hours (IST) on 11.11.2021 and Technical Bid will be opened on the same day at 1430 hours (IST) at REC Power Development and Consultancy Limited (formerly REC Power Distribution Company Limited), REC Corporate Head Quarter, D Block, Plot No. I – 4, Sec – 29 Gurugram – 122 001 , in the 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 received and opened on the next working day at the same time and venue. 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 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, clarification in respect of RFP document and submission of Technical and Financial Bid shall be addressed to:

Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001
Email: pshariharan@recl.in, pshariharan@recpdcl.in

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 express 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 he has not been induced to enter into such agreement by any representation or warranty, express 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 7 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.

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DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Project Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions of Tariff) Regulations 2019, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RFP:

"Acquisition Price" shall have the same meaning as defined in the Share Purchase Agreement;

"Affiliate" shall mean a company that either directly or indirectly

- i. controls or
- ii. is controlled by or
- iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and **"control"** means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company. As an illustration a chart is annexed hereto as Annexure – 12;

"Allocated Project Capacity" shall mean, for each Long Term Transmission Customer, the sum of the generating capacities allocated to such Long Term Transmission Customer from the ISGS and the contracted power, if any, as adopted by CERC from time to time in determining sharing of transmission charges between the Long Term Transmission Customers;

"Appropriate Commission" shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 of the Electricity Act, or the State Regulatory Commission referred to in section 82 of the Electricity Act, 2003 or the Joint Commission referred to in section 83 of the Electricity Act, as the case may be;

"Appropriate Government" shall mean the Central Government in case of any Inter-State Transmission System and the appropriate State Government in case of an Intra-State Transmission System;

"Bid" shall mean Technical Bid and Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions thereof;

"Bidder" shall mean either a single company (including its permitted successors and legal assigns) or a Consortium of companies (including its permitted successors and legal assigns) submitting a Bid in response to this RFP. Any reference to the Bidder includes Bidding Company, Bidding Consortium/ Consortium, Member in a Bidding Consortium and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

"Bidding Company" shall refer to such single company (including its permitted successors and legal assigns) that has submitted a Bid for the Project;

“Bidding Consortium/ Consortium” shall refer to a group of companies (including their permitted successors and legal assigns) that has collectively submitted a Bid for the Project;

“Bidding Guidelines” shall mean 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 dated 13th April 2006 under Section – 63 of Electricity Act and as amended from time to time;

“Bid Bond” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP , as per the format prescribed in Annexure 14;

“Bid Security Declaration” shall mean the declaration to be submitted along with the Technical Bid by the Bidder in lieu of the Bid Bond, as per the format prescribed in Annexure 14A;

"Bid Deadline" shall mean the last date and time for submission of Bid in response to this RFP, specified in Clause 2.7.1;

“Bid Process Coordinator or BPC” shall mean a person or its authorized representative as notified by the Government of India/concerned State Government, responsible for carrying out the process for selection of Transmission Service Provider;

"CEA" shall mean the Central Electricity Authority constituted under Section - 70 of the Electricity Act, 2003;

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under Section-76 of The Electricity Act, 2003 and any successors and assigns;

“Conflict of Interest” A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder;

"Commercial Operation Date (COD)" shall mean the date of charging the Project or part thereof to its rated voltage level or seven (7) days after the date on which it is declared ready for charging by the Transmission Licensee, but is not able to be charged for reasons not attributable to the Transmission Licensee, its suppliers or contractors;

Provided that the date of commercial operation shall not be a date prior to the Scheduled Date of Commercial Operation mentioned in the TSA, unless mutually agreed to by all parties;

“Consents, Clearances, Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the development, execution and performance of Project including without any limitation on the construction, ownership, operation and maintenance of the transmission lines and/or sub-stations;

"Contract Performance Guarantee" shall have the meaning as per Clause 2.12 of this RFP;

"Contract Year" shall mean the period beginning on the Scheduled COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- (i) the last Contract Year shall end on the last day of the term of the TSA;

Provided that for the purpose of payment, the Contract Year shall be the applicable Contract Year as per Annexure-4 of this RFP;

"CTU/Central Transmission Utility" shall mean the utility notified by the Central Government under Section-38 of the Electricity Act, 2003;

"Effective Date" shall have the meaning as ascribed thereto in the TSA;

"Element" shall mean-each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of the Sub-station or switching station or HVDC terminal or inverter station of the Project, which has a separate scheduled COD as per Schedule 3 of the TSA and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 6 of the TSA;

"Final Offer" shall mean the Quoted Escalable Transmission Charges and Quoted Non Escalable Transmission Charges, required to be submitted as part of the Financial Bid on the electronic bidding platform during the e-reverse bidding stage. In case, no Final Offer is received during the e-reverse bidding stage then the lowest "Initial Offer" shall be deemed to be the Final Offer;

"Financial Bid" shall mean the Initial Offer and Final Offer, containing the Bidder's Quoted Transmission Charges, as per the format at Annexure-22 of this RFP;

"Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in Clause 2.1.3 hereof;

"Grid Code" / "IEGC" or "State Grid Code" shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act,2003 and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, 2003 as applicable;

"Initial Offer" shall mean the Quoted Escalable Transmission Charges and Quoted Non Escalable Transmission Charges, required to be submitted as part of the Financial Bid on the electronic bidding platform along with the Technical Bid;

"Inter State Generating Station" or "ISGS" shall mean a Central / other generating station in which two or more states have shares and whose scheduling is to be coordinated by the Regional Load Despatch Centre;

"Inter-State Transmission System" shall include

- (i) Any system for the conveyance of electricity by means of main transmission line from the territory of one State to another State;
- (ii) The conveyance of electricity across the territory of an intervening State as well as

conveyance within the State, which is incidental to such inter-State transmission of electricity;

- (iii) The transmission of electricity within the territory of a State on a system built, owned, operated, maintained or controlled by Central Transmission Utility;

“Intra-State Transmission System” shall mean any system for transmission of electricity other than an Inter-State Transmission System;

“Lead Member of the Bidding Consortium” or “Lead Member” shall mean a company who commits at least 26% equity stake in the Project, meets the technical requirement as per Clause 2.1.2 and so designated by other Member(s) in Bidding Consortium;

“Lead Long Term Transmission Customer” shall have the meaning as ascribed thereto in the TSA;

“Letter of Intent” or “LoI” shall mean the letter to be issued by the BPC to the Bidder, who has been identified as the selected bidder, for award of the Project to such Bidder;

“Levelized Transmission Charges” shall mean the Transmission Charges calculated in accordance with the provisions of Clause 3.5.2 in this RFP;

“Long Term Transmission Customer(s)” shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period up to twenty-five (25) years or more, and for the purposes of this Project, shall refer to entities listed in Annexure – 19 of this RFP or any such other person who executes a supplementary agreement for availing transmission service as per the provisions of the TSA;

“Member in a Bidding Consortium/Member” shall mean each company in the Bidding Consortium;

“MOP” shall mean the Ministry of Power, Government of India;

“MOEF” shall mean the Ministry of the Environment and Forests, Government of India;

“National Committee on Transmission ” shall mean the committee constituted by the Ministry of Power, Government of India in terms of "Guidelines for Encouraging Competition in Development of Transmission Projects", as notified from time to time;

“Parent Company” shall mean a Company that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidding Company or in the Member in a Bidding Consortium, as the case may be;

“Qualification Requirements” shall mean the qualification requirements as set forth in Section-2, Clause 2.1 of this RFP;

“Quoted Transmission Charges” shall mean the sum of the Quoted Escalable Transmission Charges and Quoted Non-Escalable Transmission Charges submitted online through the electronic bidding platform by the Bidder as part of its Financial Bid as per the format in Annexure – 22 of this RFP;

“Quoted Escalable Transmission Charges” shall mean the column 5 of Financial Bid quoted online through the electronic bidding platform by the Bidder as per Annexure – 22;

“Quoted Non-Escalable Transmission Charges” shall mean the column 4 of Financial Bid quoted online through the electronic bidding platform by the Bidder as per Annexure – 22;

“RFP” shall mean Request for Proposal document along with all schedules, formats, annexure and RFP Project Documents attached hereto, issued by BPC for tariff based competitive bidding process for selection of TSP to execute the Project, and shall include any modifications, amendments or alterations or clarifications thereto;

“RFP Project Documents” shall mean the following documents to be entered into in respect of the Project, by the parties to the respective agreements:

- a. TSA,
- b. Share Purchase Agreement and
- c. Any other agreement, as may be required;

"Scheduled COD" shall have the meaning as ascribed hereto in Clause 2.6 of this RFP;

“Statutory Auditor” shall mean the auditor appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

"Share Purchase Agreement" shall mean the agreement amongst REC Power Development and Consultancy Limited, Rajgarh Transmission Limited and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the Rajgarh Transmission Limited for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

"Short Term Transmission Customer(s)" shall mean a transmission customer other than the Long Term Transmission Customer;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to this RFP to acquire one hundred percent (100%) equity shares of Rajgarh Transmission Limited, along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and maintain basis as per the terms of the TSA and other RFP Project Documents;

"Survey Report" shall mean the report containing initial information regarding the Project and other details provided as per the provisions of Clause 1.6.2.1.a of this RFP;

"Technical Bid" shall mean the scanned copy of the bid submitted online through the electronic bidding platform and hard copy of the Bid in one (1) original and one (1) copy, containing the documents as listed out in Clause 2.5.2 of this RFP;

“Technically Evaluated Entity” shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in Clause 2.1.2 hereof;

“Transmission Charges” shall mean the charges payable to TSP by Long Term Transmission Customer(s) pursuant to the TSA, as adopted by the Appropriate Commission;

“Transmission License” shall mean the license granted by the Appropriate Commission in

terms of the relevant regulations for grant of such license issued under the Electricity Act, 2003;

"Transmission Licensee" shall mean a licensee authorized to establish and operate Transmission Lines by the Appropriate Commission;

"Transmission Lines" shall mean all high pressure cables and overhead lines (not being an essential part of the distribution system of a licensee) transmitting electricity from a generating station to another generating station or a sub-station, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switchgear and other works;

"Transmission Service Agreement" or "TSA" shall mean the agreement entered into between Long Term Transmission Customer(s) and the TSP pursuant to which TSP shall build, own, operate and maintain the Project and make available the assets of the Project to Long Term Transmission Customer(s) on a commercial basis and a draft of which is attached hereto and marked as Format 1 of Annexure 21, including all its schedules, annexures and all amendments or modifications;

"Transmission Service Provider" or "TSP" shall mean Rajgarh Transmission Limited which has executed the Transmission Service Agreement and has been/shall be acquired by the Selected Bidder;

"Transmission System" shall mean a line with associated sub-stations or a group of lines interconnected together along with associated sub-stations and the term includes equipment associated with transmission lines and sub-stations;

"Ultimate Parent Company" shall mean a company which owns at least twenty six percent (26%) equity in the Bidding Company or Member of a Consortium, (as the case may be) and in the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) and such Bidding Company or Member of a Consortium, (as the case may be) and the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such company.

SECTION – 1

INTRODUCTION

SECTION 1

1. INTRODUCTION

- 1.1 The Ministry of Power, Government of India, vide its notification no. 15/3/2018-Trans-Pt(1) dated 27/01/2020 & 15/3/2018-Trans-Pt(1) dated 19/07/2021 has notified REC Power Development and Consultancy Limited (erstwhile REC Transmission Projects Company Limited) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish transmission system for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** through tariff based competitive bidding process.

The BPC hereby invites Bids from all prospective Bidders in accordance with this Request for Proposal (RFP) to select prospective Transmission Service Provider (TSP) 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. The BPC shall select the Bidder having the prescribed technical and financial capability to become TSP and be responsible for establishing the Project in the state(s) of Madhya Pradesh. The TSP will make the Project available for use by the Long Term Transmission Customer(s) for Transmission Charges, as adopted by Appropriate Commission, payable to TSP by Long Term Transmission Customer(s), pursuant to a Transmission Service Agreement (TSA) to be signed between the TSP and the Long Term Transmission Customer(s).

- 1.2 The TSP will be required to establish the following Transmission System for **Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh** (hereinafter referred to as ‘Project’) on build, own, operate and maintain basis, and to provide transmission service to the Long Term Transmission Customers, as listed out in Annexure – 19 of this RFP. The BPC reserves the right to add, delete or replace any Long Term Transmission Customer(s) to the list.

Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I		
S.No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVAR, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220kV Bus coupler bay- 1 no.	18 Months

	220kV Transfer Bus Coupler (TBC) bay - 1 no. <u>Future provisions:</u> Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus)	
2.	Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVA switchable line reactors with 400 ohms NGR on each circuit at Pachora end Switchable line Reactors (at Pachora end) –420 kV, 2x80MVA Line reactor bays (at Pachora) – 2 nos.	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)	

Note:

- (i) M/s BDTCL (Bhopal Dhule Transmission Company Limited) to provide space for 2 no. of 400 kV line bays at Bhopal (Sterlite) for termination of Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line.
- (ii) Space for future provisions for 400 kV line bays to be kept including the space for switchable line reactors.
- (iii) The implementation of the scheme to be taken up only after grant of LTA at Pachora P.S.
- (iv) The schedule of implementation of the scheme would be matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.

1.3 Project Description

Govt. of India has set a target to establish 175GW renewable capacity by 2022. To fulfill above target, MNRE/SECI has identified potential Renewable Energy Zone (REZ) comprising Solar & Wind capacity of about 66.5 GW in various renewable resource rich States in the country. A total of 28 GW RE capacity has been identified in Western Region out of which 2.5 GW solar generation capacity has been identified in Rajgarh area in MadhyaPradesh. Transmission System for Renewable Energy Zones (REZs) in Western Region [including Rajgarh solar energy zone (SEZ)] was finalised in the 2nd WRSCT meeting held on 21.05.2019. The scheme will enable integration of 2.5 GW SEZ in Rajgarh area with the ISTS grid. Subsequently, MNRE vide letter dated 15.04.2020 indicated that the SEZ Potential at Rajgarh shall come up in following areas:

- 1GW in Agar/Shajapur region (near Pachora)
- 1.5GW in Rajgarh region

Accordingly, in the 2nd WRPC(TP) meeting held on 04.09.2020 and in the 4th NCT meeting held on 20.01.2021 & 28.01.2021, the transmission system as agreed earlier for Rajgarh SEZ (2500MW) was agreed to be implemented under Phase-I and Phase-II for evacuation of 1500MW and 1000 MW RE respectively from Rajgarh area to ensure utilization of the transmission scheme. It was noted that both the phases needs to be taken up as two separate transmission schemes for ease of bidding.

Broad Scope of transmission system for evacuation of 2.5GW power from RE projects in Rajgarh SEZ in Madhya Pradesh is given below:

- a) Establishment of 400/220 kV, 5X500 MVA at Pachora SEZ PP with 420kV (125 MVAR) bus reactor
- b) Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end
- c) 2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)
- d) Pachora – Shujalpur 400kV D/c line (Quad/ HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)
- e) 2 no. of 400 kV line bays at Shujalpur for Pachora – Shujalpur 400kV D/c line (Quad/ HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)

Ministry of Power vide Gazette notification dated 24.01.2020 has appointed RECTPCL (presently known as RECPDCL) as BPC for implementation of the subject transmission scheme through TBCB route. Subsequently, Ministry of Power vide Gazette notification dated 19.07.2021 has revised the scope of work of the scheme. The current scope is for Transmission system for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh, Phase-I which includes evacuation of 1GW power from RE projects in Agar/Shajapur region and 0.5GW power from RE projects in Rajgarh region in Madhya Pradesh.

1.4 Transmission Grid Map

Transmission Grid Map indicating the location of the Project is enclosed as Annexure 18 of this RFP, for information and reference of the Bidders.

- 1.5 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 Rajgarh Transmission Limited 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 Rajgarh Transmission Limited, of which one hundred percent (100%) equity shares has been 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 to the Long Term Transmission Customers as per the terms of the RFP Project Documents.

1.6 Brief Scope of Work

1.6.1 Scope of Transmission Service Provider

The TSP's scope of work for the Project shall comprise, but not necessarily be limited to the following:

- 1.6.1.1 Establishment, operation and maintenance of the Project on build, own, operate and maintain basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning.
- 1.6.1.2 The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Indian Standards and Codes issued by Bureau of Indian Standards and only in case they are not available under certain conditions, the other equivalent internationally recognized Standards and Codes shall be followed, with prior approval of CEA.
- 1.6.1.3 The TSP shall ensure timely completion of entire scope of Project in all respects and its operation and maintenance, as shall be specified in the RFP documents.
- 1.6.1.4 The TSP shall seek Transmission License from the Appropriate Commission, as per the provisions of the Electricity Act and regulations made thereunder, if it is not a deemed licensee.

1.6.2 Scope of Bid Process Coordinator (BPC)

BPC's scope of work is briefly outlined hereunder:

- 1.6.2.1 The BPC has initiated development of the Project and shall be responsible for the tasks in this regard as specified hereunder:
 - a) Provide to the Bidders a Survey Report for the Project at least thirty (30) days prior to the Bid Deadline. The Survey Report will contain information regarding the transmission line, i.e. voltage level, line configuration (i.e., S/C or D/C), indicative route alignment, conductor type conductor configuration and type of terrain likely to be encountered.

Provided that neither the BPC, its authorized representative, any of the Long Term Transmission Customer(s), nor their directors, employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statute, rules or regulations as to the

accuracy, reliability or completeness of such Survey Report, even if any loss or damage is caused to the Bidders by any act or omission on their part.

- b) To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from Appropriate Government at least twenty (20) days prior to the Bid Deadline.
- c) To initiate acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations, if required.
- d) To initiate process of seeking forest clearance, if required.
- e) Intimate the Bidders at least twenty (20) days prior to the Bid Deadline, the name of the BPC for the purpose of issue of the Bid Bond and the place where the Bid Bond shall be payable by the Guarantor Bank.
- f) Any addition, deletion or replacement to the list at Annexure 19, will be communicated at least 20 (twenty) days prior to the Bid Deadline. Further, the entities which are legally permitted to sign the TSA on behalf of the Long Term Transmission Customer(s) shall also be intimated to the Bidders at least twenty (20) days prior to the Bid Deadline.
- g) The BPC shall intimate the Bidders, the Acquisition Price payable by the Selected Bidder to the REC Power Development and Consultancy Limited for the acquisition of one hundred percent (100%) of the equity shareholding of Rajgarh Transmission Limited, along with all its related assets and liabilities at least twenty (20) days prior to the Bid Deadline.
- h) The BPC shall ensure issuance of all finalized RFP Project Documents duly executed, except for the Share Purchase Agreement, at least seven (07) days prior to the Bid Deadline.

Provided that for any delay in meeting the above obligations of the BPC within the specified time period above, the Bid Deadline as per Clause 2.7.1 shall be extended on a day for day basis.

- i) The details and documents as may be obtained by the BPC in relation to the Project shall be handed over to the TSP on as-is-where-is basis, so that it may take further actions to obtain Consents, Clearances and Permits.
- 1.7 All costs (including direct and indirect) incurred by the BPC in connection with the activities concerning the Project shall be recovered from the TSP, which shall be included in the Acquisition Price.
- 1.8 The Project is required to be completed progressively in accordance with the schedule prescribed in this RFP.
- 1.9 A company under the Companies Act 2013 by the name Rajgarh Transmission Limited has been incorporated to initiate the activities for execution of the Project. The said company shall be acquired by the successful Bidder as per terms and conditions as may be prescribed in RFP.

- 1.10 The Ministry of Power and the appropriate State Government(s) have agreed to provide their support to the TSP, on best endeavor basis, in enabling the TSP to develop the Project.
- 1.11 All Bidders are required to submit their Bid in accordance with the instructions set forth in this RFP.
- 1.12 Once the Successful Bidder is selected, the details and documents as may be obtained by the BPC in relation to the Project, shall be handed over to the Successful Bidder on as is where basis, so that it may take further actions to obtain all necessary Consents, Clearances and Permits and the TSP shall not be entitled for any extensions in the Scheduled COD of the Project except as provided for in the TSA.
- 1.13 The assets of the Project shall be made available on a commercial basis to the Long Term Transmission Customer(s) as per the terms and conditions of the TSA.

SECTION - 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION – 2**2. INFORMATION AND INSTRUCTIONS FOR BIDDERS****2.1 Qualification Requirements**

- 2.1.1 The Bidder should be a company duly incorporated under the relevant laws (Bidding Company) or a Consortium of companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium. The Bidder shall be selected on meeting the Qualification Requirements specified in Section 2 of this RFP, as demonstrated by the Bidder's Technical Bid and the lowest Levelised Transmission Charge derived from Final Offers quoted during the e-reverse bidding. A Bidding Consortium can participate in the bidding process for the Project if any Member of the Consortium has purchased the RFP document for such Project. Bidder who agree and undertake to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) order issued by Ministry of Power vide order No. 11/5/2018 - Coord. dated 28.07.2020 (copy enclosed at Annexure D) for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard, shall be eligible hereunder. Further, it is clarified that Procuring Entity as defined in orders shall deemed to have included Selected Bidder and/ or TSP.

Besides, Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019- PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020 (copies enclosed at Annexure D) have issued directions regarding public procurement from a bidder of a country, which shares land border with India are also applicable.

2.1.2 Technical requirement to be met by the Bidding Company or Lead Member of Bidding Consortium

The Bidder must fulfill following technical requirements:

Experience of development of projects (not necessarily in the power sector) in the last five (5) years with aggregate capital expenditure of not less than **Rs. 505 Crore** (Rupees Five Hundred Five Crore Only) or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than **Rs. 101 Crore** (Rupees One Hundred One Crore Only) or equivalent USD (calculated as per provisions in Clause 3.4.1).

For this purpose, capital expenditure incurred on projects that have been commissioned/completed at least seven (7) days prior to the Bid Deadline shall be considered. The capital expenditure discussed above shall be as capitalized and reflected in the audited books of accounts of the Technically Evaluated Entity. In case a clearly identifiable part of a project has been put into commercial operation, the capital expenditure on such part of the project shall be considered. The Technically Evaluated Entity must have either executed such projects itself or must own at least 26% of the shareholding in the company that has executed the project(s) and must have held such shareholding from the date of financial closure of the project(s) till the time of

commissioning/completion of such project(s). The Technically Evaluated Entity may be the Bidding Company or the Lead Member of a Consortium or an Affiliate or Parent of such Bidding Company or the Lead Member, as the case may be.

In case of a Bidding Consortium, the technical requirement should be met by the Lead Member of the Consortium or its Affiliate/Parent.

Bidders shall furnish documentary evidence duly certified by any whole-time Director/Manager¹ of the company (supported by a specific Board Resolution) and the Statutory Auditor in support of their technical capability as defined in Clause 2.1.2 of this RFP.

2.1.3 Financial requirement to be met by the Bidding Company/Bidding Consortium

2.1.3.1 The Bidder must fulfill following financial requirements:

A. Left Blank

B. Networth:

Networth shall not be less than Rs. **252.50 Crore** (Rupees Two Hundred Fifty Two Crore and Fifty Lakh Only) or equivalent USD (calculated as per provisions in Clause 3.4.1) computed as the Networth based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline.

Note: Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Technical Bid. Bidders shall furnish documentary evidence duly certified by any whole-time Director/Manager² of the company (supported by a specific Board Resolution) and the Statutory Auditor in support of their financial capability as defined in Clause 2.1.3 of this RFP.

2.1.3.2 Above financial parameters shall be computed in following manner by the Bidder:

A. Left Blank

B. Networth

= Equity share capital

-
- a. ¹ The company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.
 - b. The Company Secretary also certifies that the company does not have a Managing Director.
 - a. ² The company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.
 - b. The Company Secretary also certifies that the company does not have a Managing Director.

Add:	Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous expenditures to the extent not written off and carry forward losses

2.1.3.3 If the Technical Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them for investment in the Project.

2.1.4 The Bidder may seek qualification on the basis of technical and financial capability of its Parent and/ or its Affiliate(s) for the purpose of meeting the Qualification Requirements. However, in the case of the Bidder being a Consortium, the Lead Member has to meet the technical requirement on its own or by seeking the technical capability of its Parent and/or its Affiliate(s). Authorization for use of such technical or financial capability shall have to be provided from its Parent and/or Affiliate(s) as per Annexure 9. The technical and financial capability of a particular company, including its Parents and/or Affiliates, shall not be used by more than one Bidder/ Member of a Bidding Consortium/ Bidding Company.

The determination of the relationship of Parent or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be on the date seven (7) days prior to the last date of submission of the Bid. Documentary evidence to establish such relationship shall be furnished by the Bidder along with the Technical Bid.

If the Technically Evaluated Entity and/or Financially Evaluated Entity is an entity other than the Bidding Company or a Member in a Bidding Consortium, the Bidding Company or Member relying on such Technically Evaluated Entity and/or Financially Evaluated Entity will have to submit a legally binding undertaking supported by a board resolution from the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, and in the event of any default the same shall be met by such evaluated entity or by or the Ultimate Parent Company. Moreover, the Bidding Company or the Consortium Member shall have to provide information and documents relating to its relationship with such Technically Evaluated Entity and/or Financially Evaluated Entity including details about the equity shareholding between them as per Annexure 7(C).

2.1.5 A Bidder shall submit only one Bid in the same bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Parent/ Affiliate/Ultimate Parent of the Bidder/ Member in a Bidding Consortium shall not separately participate directly or indirectly in the same bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected.

- 2.1.6 Notwithstanding anything stated above, BPC reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents. BPC reserves the right at its sole discretion to contact the Bidder's bank and project references and verify the Bidder's information and documents for the purpose of bid evaluation.
- 2.1.7 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till execution of TSA. Where the Technically Evaluated and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated and/or Financially Evaluated Entity till the execution of the TSA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.2 Submission of Bid by the Bidder

- 2.2.1 The information and documents in Technical Bid will be submitted by the Bidder as per the formats specified in Section – 4 (Formats for RFP) of this document
- 2.2.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Technical Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of Bidder.
- 2.2.3 The Technical Bid shall contain unconsolidated/consolidated audited annual accounts (consisting of unabridged Balance Sheet, Profit and Loss Account, profit appropriation account, Auditors Report, etc.), as the case may be, of Bidding Company or each Member in Consortium including Lead Member for the last three (3) financial years immediately preceding the last date for submission of Bid for the purpose of calculation of Networth.

In case the annual accounts for the financial year immediately preceding the Bid Deadline is not audited, the bidder shall give an undertaking to this effect duly certified by its statutory auditor. In such a case, the bidder shall provide the audited annual accounts for 3 (three) years preceding the financial year as above for which the annual accounts have not been audited.

2.2.4 Bid submitted by a Bidding Consortium:

- 2.2.4.1 The Technical Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Annexure 6). There shall be only one Lead Member which shall continue to hold twenty six percent 26% equity in the TSP and cannot be changed for five (5) years from the Commercial Operation Date (COD) of the Project. Each Member in Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In absence of Consortium Agreement, the Technical Bid will not be considered for evaluation and will be rejected.

Provided that the Lead Member of the Bidding Consortium will be required to be liable

to the extent of 100% of the total proposed commitment of equity investment of the Bidding Consortium i.e. for both its own liability as well as the liability of other Members.

Provided further that the Consortium Agreement shall not be amended without the explicit approval of the BPC.

The Lead Member of the Consortium will be the single point of contact for the purposes of the bid process before the date of signing of last of the RFP Project Documents. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of the BPC and/or the Long Term Transmission Customer(s) and the BPC and/or Long Term Transmission Customer(s) shall not bear any liability whatsoever on this account.

- 2.2.4.2 The Lead Member should designate one person to represent the Consortium in its dealings with the BPC. The person designated by the Lead Member should be authorized through a Power of Attorney (as per Annexure 3) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Technical Bid on behalf of the Consortium, etc. The Bidding Consortium shall submit board resolutions from Consortium Members committing 100% of equity requirement for the Project, in its Technical Bid.
- 2.2.4.3 The Technical Bid should also contain signed Letter of Consent (as per Annexure 2) from each Member in Consortium confirming that the entire Technical and Financial Bids has been reviewed and each element of the Technical and Financial Bids is agreed to by them including investment commitment for the Project.

2.2.5 Bid submitted by a Bidding Company

- 2.2.5.1 The Bidding Company should designate one person to represent the Bidding Company in its dealings with BPC. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Technical and Financial Bids etc. The Bidding Company should submit, along with Technical Bid, a Power of Attorney (as per Annexure 3), authorising the signatory of the Technical and Financial Bids. The Bidding Company shall submit the board resolution committing 100% of equity requirement for the Project, in the Technical Bid.

2.3 **Clarifications & Pre Bid Meeting**

- 2.3.1 The Bidders may seek clarifications or suggest amendments to the RFP by sending an email to the BPC at the email id indicated in Clause 2.14 within the date and time mentioned in Clause 2.7.2. For any such clarifications or amendments, the Bidders should adhere to the format as per Annexure – 20.
- 2.3.2 Only those Bidders or their authorized representatives, who have purchased the RFP documents are invited to attend the pre-bid meeting(s), which will take place on date as specified in Clause 2.7.2, or any such other date as notified by the BPC. The time and address of this would be intimated later.
- 2.3.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders as per the provisions of Clause 2.3.1.

- 2.3.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 2.3.5 The BPC is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.
- 2.3.6 In case Bidders need any further clarifications not involving any amendments in respect of final RFP, they should ensure that written request for such clarification is delivered to the BPC at least ten (10) days prior to the Bid Deadline as mentioned in Clause 2.7.1. The BPC may issue clarifications only, as per its sole discretion, which is considered reasonable by it. Any such clarification issued shall be sent to all the Bidders to whom the RFP has been issued. Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received. There shall be no extension in Bid Deadline on account of clarifications sought as per this clause 2.3.6.

2.4 Amendment of RFP

- 2.4.1. At any time, not later than 7 (seven) days prior to the last date for submission of Bid, the BPC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder modify or amend the RFP, including the timelines specified in Clause 2.7.2 by issuance of addendum /modification /errata and/or revised document. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to whom the RFP has been issued and shall be binding on them. In order to ensure that Bidders have reasonable time to take the modification into account in preparing their Bid, or for any other reasons, BPC may at its discretion, extend the due date for submission of Bid. Late receipt of any addendum/modification/errata and/or revised document will not relieve the Bidder from being bound by that modification.
- 2.4.2. All modifications shall become part of the terms and conditions of this RFP. No interpretation, revision or communication regarding this RFP is valid, unless made in writing.
- 2.4.3. The amendment to the RFP shall be notified to all the Bidders through the electronic bidding platform and shall be binding on them.

2.5 The Bidding Process

The entire bidding process shall be conducted on electronic bidding platform created by MSTC Limited. The Bid shall comprise of the Technical Bid and the Financial Bid. The Bidders shall submit the Technical Bid & Financial Bid through the electronic bidding platform. In addition to the online submission, the Bidders must make physical submission of the Technical Bid in one (1) original and one (1) copy. There should be no physical submission of the Financial Bid.

Evaluation of Technical Bid will be carried out considering the information and documents furnished by the Bidders as required under this RFP. This step would involve responsiveness check, technical and financial evaluation of the details/ documents furnished by the Bidding Company / Bidding Consortium in support of meeting the Qualification Requirements. 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.

The Financial Bid will comprise of two rounds. In the first round the Initial Offer (submitted online along with the Technical Bids) of the responsive bids would be opened and Levelised Transmission Charges of Initial Offer shall be ranked on the basis of ascending order for determination of the Qualified Bidders as provided in Section-III of RFP. The Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, shall be considered to be the qualified for participating in the electronic reverse auction stage and submit their Final Offer.

Provided however, in case only one Bidder remains after the evaluation of Technical Bid as per Clause 3.2, 3.3 and Clause 3.4, the Initial Offer of such Bidder shall not be opened and the matter shall be referred to the Government.

Provided that in the event the number of qualified Technical Bids is between two and four, then each of the qualified Bidder shall be considered as “Qualified Bidders”.

Provided that in the event of identical Levelised Transmission Charges derived from the Initial Offer having been submitted by one or more Bidders, all such Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders. In such cases, the fifty per cent shall stand enhanced to fifty per cent (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, plus the number of Qualified Bidders, whose Levelised Transmission Charges derived from Initial Offer are identical minus the number of such identical Initial Offer.

The applicable ceiling Levelised Transmission Charges for electronic reverse bidding shall be the lowest levelised Transmission Charges derived from the Initial Offer received from the Qualified Bidders. The Qualified Bidders shall be permitted to place their Final Offer on the electronic bidding platform, which is lower than zero point twenty five (0.25) % of the prevailing lowest Levelised Transmission Charges.

The initial period for conducting the e-reverse bidding should be at least 2 hours which will be extended by 30 minutes from the last received bid time, if the bid is received during the last 30 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 30 minutes from the latest received bid time.

The technical details with respect to access to such electronic platform are provided in Annexure-A (Technical Details with respect to electronic auction).

In case of any technical clarification regarding access to the electronic auction platform or conduct of the auction process, the Bidders may contact MSTC Limited directly at the address provided in Annexure-A.

2.5.1 Bid Formats

The Bids in response to this RFP will be submitted online through the electronic bidding platform by the Bidders in the manner provided in Clause 2.9. The Bids shall comprise of the following:

2.5.2 Technical Bid comprising of:

1. Covering Letter (as per prescribed format enclosed as **Annexure 1**);
2. Letter of Consent from Consortium Members in **Annexure 2**;
3. Original power of attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid, in the form attached hereto as **Annexure 3**.

Additionally, in case of a Bidding Consortium, the power of attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in Original as per format attached hereto as **Annexure 4**.

Provided that in the event the Bidding Company or the Lead Member of the Consortium or any Member of the Bidding Consortium, as the case may be, is a foreign entity, it may issue Board resolutions in place of power of attorney for the purpose of fulfilling these requirements.

4. Bidder's composition and ownership structure in **Annexure 5**
5. Format for Authorisation submitted in Non-Judicial stamp paper duly notarized as per **Annexure 5** from the Bidding Company / each Member of the Consortium authorizing the BPC to seek reference from their respective bankers & others.
6. In case of Bidding Consortium, the Consortium Agreement shall be provided in Original as per format attached hereto as **Annexure 6**
7. Format of Qualification Requirement (**Annexures 7A, 7B, 7C and 7D**)
8. Bidders Undertakings and details of equity investment in Project (as per prescribed formats 1 and 2 of **Annexure 8**);
9. Authorization from Parent / Affiliate of Bidding Company / Member of Bidding Consortium whose technical / financial capability has been used by the Bidding Company / Member of Bidding Consortium (**Annexure 9**).
10. Undertaking from the Technically / Financially Evaluated Entity (ies) **OR** Undertaking from the Ultimate Parent Company, for total equity investment commitment, in the prescribed format in **Annexure-10**, to meet any shortfall in the equity investment by the Selected Bidder in the Rajgarh Transmission Limited.

Note: The effective Equity holding of the Selected Bidder in the Rajgarh Transmission Limited, as specified in Clause 2.5.8.1 shall be computed as per the provisions of Clause 2.5.8.3 of this RFP.

Provided further, in case the Bidding Company or Member of a Consortium, (as the case may be) holds at least twenty-six percent (26%) equity in such Technically/

Financially Evaluated Entities, whose credentials have been considered for the purpose of meeting the Qualification Requirements as per the RFP, no such Undertaking shall be required from the Technically / Financially Evaluated Entities.

11. Board resolutions, as per prescribed formats enclosed as Annexure – 11, duly certified by the Company Secretary or Whole-time Director / Manager (supported by a specific Board Resolution), as applicable to the Bidder and mentioned hereunder,
 - (a) Board resolution from the Bidding Company (and any investing Affiliate / Parent Company / Ultimate Parent Company) committing one hundred percent (100%) in aggregate of the equity requirement for the Project - Format-1 of **Annexure 11**;
 - (b) Board resolutions from each of the Consortium Member of the Bidding Consortium (and any investing Affiliate / Parent Company / Ultimate Parent Company) together committing to one hundred percent (100%) in aggregate of equity requirement for the Project, in case Bidder is a Bidding Consortium - Format-1 of **Annexure 11**;
 - (c) In either of the cases as in (a) or (b) above as applicable, Board resolutions as per Format 2 of **Annexure 11** for total equity investment commitment from the Technically / Financially Evaluated Entity(ies) whose technical / financial credentials had been considered for the purpose of meeting Qualification Requirements as per the RFP

OR

Board resolutions as per Format 2 of **Annexure 11** from the Parent Company or the Ultimate Parent Company for total equity investment commitment.

Provided that such Board resolutions, as specified in (a) or (b) or (c) above, in case of a foreign entity, shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

For clarity sake, illustrations identifying which Board Resolution shall be applicable in typical cases are provided in **Annexure 11A**.

12. Format for Illustration of Affiliates as on seven (7) days prior to Bid Deadline, duly certified by Company Secretary and supported by documentary evidence (**Annexure 12**).

Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC etc. submitted as documentary evidence along with **Annexure 12**.

13. Disclosure as per **Annexure 13** regarding participation of any related companies in this bidding process.

14. Bid Bond, as per the prescribed format at **Annexure 14** or Bid Security Declaration as per prescribed format at **Annexure 14A** (as applicable);
15. Contract Performance Guarantee, as per the prescribed format at **Annexure 15**;
16. Checklist for Technical Bid submission requirements as per **Annexure 16**.
17. Last three (3) financial years' unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity
18. Unconsolidated audited annual accounts of both the TEE and the Bidding Company/Lead member, as applicable, for the financial years in which financial closure was achieved and the financial year in which the said project was completed / commissioned.
19. Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the Company Secretary of Bidding Company or each Member in case of a Consortium including Lead Member.
20. For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by any whole time Director/Manager (supported by a specific Board resolution).

In addition to the online submission of above formats through the electronic platform, the bidder is also required to submit the Technical Bid, in one (1) original plus one (1) copy, to the office of BPC by the date and time mentioned in this RFP.

2.5.3 Financial Bid (as per prescribed format at Annexure-22)

Financial Bid shall comprise of: (i) the Initial Offer; and (ii) the Final Offer. The Initial Offer is required to be submitted along with the Technical Bid. It is hereby clarified that the Financial Bid will comprise of two rounds. In the first round the Initial Offer of the responsive bids would be opened and Levelised Transmission Charges of Initial Offer shall be ranked on the basis of ascending order for determination of the Qualified Bidders as provided in Section-III of RFP.

In accordance with clause 2.5 of this RFP, the qualified Bidders shall be eligible to participate in the electronic auction and submit their Final Offer.

The applicable ceiling Levelised Transmission Charges for electronic reverse bidding shall be the lowest Levelised Transmission Charges derived from the Initial Offer received from the Qualified Bidders. The Qualified Bidders shall be permitted to place their Final Offer on the electronic bidding platform, which is lower than zero point twenty five (0.25) % of the prevailing lowest Levelised Transmission Charges.

The initial period for conducting the e-reverse bidding should be at least 2 hours which will be extended by 30 minutes from the last received bid time, if the bid is received during

the last 30 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 30 minutes from the latest received bid time.

The Bidders shall inter-alia take into account the following while preparing and submitting the Initial Offer and Final Offer of Financial Bid: -

- a. The Bidders shall quote Transmission Charges having two components, namely:
 - i Quoted Escalable Transmission Charges, and
 - ii Quoted Non-Escalable Transmission Charges
- b. In case of Quoted Escalable Transmission Charges, the Bidders shall quote charges only for the first Contract Year after Scheduled COD of the Project, subject to Sl. No. (f) below.
- c. Ratio of minimum and maximum Quoted Transmission Charges during the term of TSA shall not be less than zero point seven (0.7) and this ratio shall be applied only at the Bid evaluation stage on the Quoted Transmission Charges after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.5.1.3. The Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.5.1.3 for any Contract Year should not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, and this percentage shall be applied only at the Bid evaluation stage.
- d. The Quoted Transmission Charges as per the format at Annexure-22 shall be inclusive of all charges and no exclusions shall be allowed. The Bidders shall take into account all costs including capital and operating, statutory taxes, duties, levies. Availability of the inputs necessary for operation and maintenance of the Project should be ensured by the TSP at the Project site and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the Project site must be included in the Quoted Transmission Charges.
- e. Bidders are required to quote Transmission Charges for the Contract Years, for a period of 35 years commencing from the Scheduled COD of the Project, as per the format at Annexure-22.
- f. Bidders shall have the option to quote firm Quoted Transmission Charges for the period of 35 years commencing from the Scheduled COD of the Project i.e., where the Quoted Escalable Transmission Charges shall be 'nil' for all the Contract Years.
- g. Annexure 22 duly signed by authorized signatory.

2.5.4 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

2.5.5 Transmission Charges

- 2.5.5.1. The Transmission Charges shall be as specified in the TSA and shall be payable to the TSP in Indian Rupees only. The Bidders shall quote Transmission Charges for each Contract Year during the term of the TSA as per the format at Annexure-22.
- 2.5.5.2. The Quoted Transmission Charges of the Selected Bidder shall be inserted in Schedule 6 of the TSA.

2.5.6 Bidders may note that:

- a) All the information and documents in Bid shall be submitted in English language only.
- b) Bidders shall mention the name, designation, telephone number, fax number, email address of the authorized signatory and complete address of the Bidder in the covering letter.
- c) All pages of the Bid submitted shall be initialed and stamped by the authorized signatory on behalf of the Bidder.
- d) A Bidder shall submit only one Bid in the same bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium.
- e) The technical and financial capability of a particular company (Parent and/ or Affiliate) shall not be used by more than one Bidder/ Member of a Bidding Consortium including Lead Member / Bidding Company.
- f) This Request for Proposal (RFP) document is not transferable. The RFP document and the information contained therein is for the use only by the Bidder 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, this RFP document must be kept confidential.
- g) Though adequate care has been taken while preparing this RFP document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to the BPC immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of RFP document, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
- h) Bids submitted by the Bidder and opened on scheduled date and time as stipulated in this RFP shall become the property of the BPC and the Long Term Transmission Customer(s) and shall not be returned to the Bidders.
- i) If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the BPC reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in TSA shall apply.

- j) If for any reason the Bid of the Bidder with the lowest evaluated Levelized Transmission Charges is rejected or Letter of Intent issued to such Selected Bidder is cancelled, the BPC may: -
- i. Invite best reduced financial bids from those Bidders whose Bids are responsive and valid; or
 - ii. Annul the bid process; or
 - iii. Take any such measure as may be deemed fit in the sole discretion of the BPC³
- k) The BPC may, at its sole discretion, ask for additional information / document and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Transmission Charges shall be sought or permitted by the BPC.
- l) Non submission and/or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of BPC of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- m) Bidders shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits.
- n) All Bidders are required to ensure compliance with the standards and codes mentioned in Clause 1.6.1.2.
- o) BPC reserves the right to reject all Bids and/or annul the process of tariff based competitive bidding for selection of TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.

2.5.7 Bidders to inform themselves fully

- 2.5.7.1. The Bidders shall make independent enquiry and satisfy themselves with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on his Bid. Once the Bidders have submitted their Bids, the Bidders shall be deemed to have inspected and examined the site conditions (including but not limited to its surroundings, its geological condition and the adequacy of transport facilities to the site), the laws and regulations in force in India, the transportation facilities available in India, the grid conditions, the adequacy and conditions of roads, bridges, railway sidings, ports, etc. for unloading and/or transporting heavy pieces of material and has based its design, equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the transmission of power. Accordingly, each Bidder acknowledges that, on being selected as Successful Bidder and on acquisition of one hundred percent (100%) of the equity shares of the Rajgarh Transmission Limited, the TSP shall not be relieved from any of its obligations under the RFP Project Documents nor shall the TSP be entitled to any extension in Scheduled COD mentioned in this RFP or financial compensation for any reason whatsoever.

³ BPC shall record reasons for the same.

- 2.5.7.2. In their own interest, the Bidders are requested to familiarize themselves with all relevant laws of India, including without limitation, the Electricity Act 2003, the Income Tax Act 1961, the Companies Act, 1956 / Companies Act, 2013, Environment Protection Act 1986 and Forest (Conservation) Act, 1980, the Customs Act, the Foreign Exchange Management Act, Land Acquisition Act, 1894, the Indian Telegraph Act 1885, Labour & Employment Laws of India, [Insurance Act] the regulations/standards framed by Appropriate Commissions and CEA, all other related acts, laws, rules and regulations prevalent in India, as amended from time to time.

In addition to the above, the Bidders are required to familiarize themselves with all relevant technical codes and standards, including but not limited to the Grid Code / State Grid Code, Central Electricity Authority (Installation and Operations of Meters) Regulations, 2006, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 along with related amendments brought in from time to time.

The BPC shall not entertain any request for clarifications from the Bidders regarding the above laws / acts / rules / regulations / standards. Non-awareness of the same shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidders undertake and agree that, before submission of their Bid, all such factors as generally brought out above, have been fully investigated and considered while submitting their Bids.

- 2.5.7.3. Bidders may visit the route of the Transmission Lines associated with the Project and the surrounding areas and obtain / verify all information which they deem fit and necessary for the preparation of their Bid.
- 2.5.7.4. The BPC has carried out a survey of the Transmission Lines associated with the Project and shall provide each Bidder with its Survey Report of the Project. Bidders in their own interest should carry out required surveys and field investigation for submission of their Bid.
- 2.5.7.5. Failure to investigate the route of the Transmission Lines associated with the Project and to examine, inspect site or subsurface conditions fully shall not be grounds for a Bidder to alter its Bid after the Bid Deadline nor shall it relieve a Bidder from any responsibility for appropriately eliminating the difficulty or costs of successfully completing the Project.
- 2.5.7.6. The Selected Bidder shall obtain all necessary Consents, Clearances and Permits as required. The Bidders shall familiarize itself with the procedures and time frame required to obtain such Consents, Clearances and Permits.
- 2.5.7.7. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch instructions/codes, etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in the country. Information regarding grid parameters such as voltage and frequency is available on the websites of Regional / State Load Despatch Centres.

2.5.8 Minimum Equity holding/Equity Lock-in

2.5.8.1. (a) The aggregate equity share holding of the Selected Bidder, in the issued and paid up equity share capital of Rajgarh Transmission Limited shall not be less than Fifty one percent (51%) up to a period of (1) one year after COD of the Project.

(b) In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in clause 2.5.8.1 (a) above.

(c) If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then subject to the second proviso of this Clause 2.5.8.1 (c), such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in Rajgarh Transmission Limited to another Affiliate or to the Parent Company / Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

Provided that in case the Lead Member or Bidding Company is holding equity through Affiliate/s, Ultimate Parent Company or Parent Company, such restriction shall apply to such entities.

Provided further, that the aggregate equity share holding of the Bidding Consortium or a Bidding Company in the issued and paid up equity share capital of Rajgarh Transmission Limited shall not be less than fifty one percent (51%) up to a period of one (1) year after COD of the Project and the lead Member of the Consortium shall have the equity share holding not less than twenty six percent (26%). The Lead Member shall continue to hold equity of at least twenty six percent (26%) up to a period of one (1) year after COD of the Project. In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in clause 2.5.8.1 (a) above.

(d) All transfer(s) of shareholding of Rajgarh Transmission Limited by any of the entities referred to above, shall be after prior written permission from the Lead Long Term Transmission Customer.

2.5.8.2. The Selected Bidder may invest in the equity share capital of Rajgarh Transmission Limited through its Affiliate(s) or Ultimate Parent Company or Parent Company. Details of such investment will have to be specified in the Technical Bid as per Format 2 of Annexure 8 of the RFP. If the Selected Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company, the Selected Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified in Clause 2.5.8.1 and as computed as per the provisions of Clause 2.5.8.3 are still maintained.

- 2.5.8.3. For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate (s) or Ultimate Parent Company in Rajgarh Transmission Limited shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in Rajgarh Transmission Limited then holding of Selected Bidder A in Rajgarh Transmission Limited shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in Rajgarh Transmission Limited, then for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in Rajgarh Transmission Limited shall be fifteen percent (15%), (i.e., $30\% \times 50\%$);

- 2.5.8.4. The provisions as contained in this Clause 2.5.8 and Article 18.10 of the TSA shall override the terms of the Consortium Agreement submitted by the Bidder as part of the RFP.

2.6 Project Schedule

- 2.6.1. All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;

Sr. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor	18 months	27.251%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	Pachora SEZ PP -Bhopal(Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end		69.435%	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)		3.314%	

The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful

commissioning of the Element(s) which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for overall Project: 18 months from Effective Date.

2.7 Due dates

- 2.7.1. The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline and submit the Technical Bids, in one (1) original plus one (1) copy so as to reach the address specified in Clause 2.9.4 by 1400 hrs (IST) on 11.11.2021.
- 2.7.2. Important timelines are mentioned below:

Date	Event
09.09.2021	Issuance of RFP
29.09.2021	Submission of written clarifications/amendments, if any, on the RFP / RFP Project Documents by Bidders so as to reach BPC by 1700 hours. Such written clarifications/amendments shall be in the format provided in Annexure-20.
06.10.2021	Pre-Bid meeting(s)
18.10.2021	Issue of written clarifications and revised RFP documents
03.11.2021	Issue of final RFP Project Documents
11.11.2021	Submission of Bid (Online submission of Bid through electronic bidding portal and physical submission of Technical Bid))
11.11.2021	Opening of Technical Bid
22.11.2021	Shortlisting and announcement of Qualified Bidders
23.11.2021	Opening of Financial Bid - Initial Offer
24.11.2021	Electronic auction (Financial Bid – Final Offer) for the Qualified Bidders.
02.12.2021	Selection of Successful Bidder and issue of LOI
13.12.2021	Signing of RFP Project Documents and transfer of Rajgarh Transmission Limited

- 2.7.3. To enable BPC to meet the schedule, all Bidders are expected to respond expeditiously during the bidding process. If any milestone/activity falls on a day which is not a working day or which is a public holiday, then the milestone/activity shall be achieved/ completed on the next working day.

2.8 Validity of the Bid

- 2.8.1. The Bid shall remain valid for a period of one hundred and eighty (180) days from the Bid Deadline.
- 2.8.2. The BPC may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response, thereafter, shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the BPC, the BPC shall not be entitled to invoke the Bid Bond. A Bidder accepting the BPC's request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the BPC within seven (7) days of

such request, failing which the Bid shall not be considered as valid.

2.9 Method of Submission

- 2.9.1. Both the Technical and Financial Bids duly filled in, all formats and supporting shall be scanned and uploaded online through electronic bidding platform in the manner specified in Annexure A.
- 2.9.2. Envelope containing the hard copy of Technical Bid in one (1) original plus one (1) copy to be submitted by Bidders, should be packed in a single closed envelope, with the following superscript:

“Technical Bid for selection of Transmission Service Provider to establish Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”

Due for opening on 11.11.2021

REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001

“Name of the Bidder”

- 2.9.3. The Bidders have the option of sending their Technical Bids either by registered post; or speed post; or courier; or by hand delivery, so as to reach the BPC at the specified address by the Bid Deadline. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. The BPC shall not be responsible for any delay in receipt of the Bids. Any Bid received by the BPC after the Bid Deadline shall be returned unopened.
- 2.9.4. Hard copies of Technical Bids shall be submitted at the following address by the Bid Deadline specified in Clause 2.7.1. Non submission of the hard copies of Technical Bid post uploading in the electronic bidding platform or vice versa shall not be considered for evaluation purpose.

Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001
Email: pshariharan@recl.in, pshariharan@recpdcl.in

- 2.9.5. It may be noted that Technical Bid shall not contain any information/document relating to Financial Bid. If Technical Bid contains any such information/documents, the BPC shall not be responsible for premature opening of the Financial Bid.

All pages of the Bid, except for the Bid Bond (Annexure 14) 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 in this regard shall be signed by the authorized signatory at least on the first and last page of such document.

- 2.9.6. Bidders shall submit the Technical Bid in one (1) original plus one (1) copy, duly signed by the authorized signatory of the Bidder. The original Bid shall be clearly marked “ORIGINAL”, and all other copies are to be clearly marked “COPY OF BID”. In the event of any discrepancy between the online submission, original and the accompanying copy, only the online submission shall prevail.
- 2.9.7. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the BPC as per Clause 2.5.6 (k).

Provided that a Bidder shall always have the right to withdraw / modify its Bid before the Bid Deadline. In cases where the Technical Bid is withdrawn by the Bidder, then such Bid shall be returned unopened. No Technical Bid or Initial Offer shall be modified, substituted or withdrawn by the Bidder on or after the Bid Deadline.

- 2.9.8. If the outer cover envelope (Technical Bid) is not closed and not transcribed as per the specified requirement, the BPC will assume no responsibility for the Bid’s misplacement or premature opening.

2.10 Preparation cost

- 2.10.1. The Bidders shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending pre-bid meetings, and finalization and execution of the Share Purchase Agreement, etc. The BPC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.
- 2.10.2. The cost of this RFP is Rupees 5,00,000 (Rs. Five Lakh Only) or U.S. Dollar 7,000 Only (US\$ Seven Thousand Only) plus GST as per applicable rate, which shall be non-refundable. This amount shall be payable by a crossed demand draft or banker’s cheque drawn in favour of Rajgarh Transmission Limited, payable at New Delhi or pay via electronic transfer to the following Bank Account:

Beneficiary Name : Rajgarh Transmission Limited
Bank Name : ICICI Bank, Branch New Delhi-110001
IFSC Code : ICIC0000007
Account Number : 000705050350

Along-with the Demand Draft, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure C, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Manager, as per Companies Act, 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 a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately. In case of a transfer of funds, Integrity Pact has to be submitted before bid submission.

2.11 Bid Bond

2.11.1. Each Bidder shall submit the Bid accompanied by Bid Bond issued by any of the Banks listed in Annexure-17. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.

2.11.2. Subject to the provisions of Clause 2.15.5, the Bid Bond may be invoked by the BPC or its authorized representative, without any notice, demure, or any other legal process upon occurrence of any of the following:

- Bidder withdraws during the period of Bid Validity as specified in this RFP or as extended by mutual consent of the respective Bidder(s) and the BPC
- Failure to execute the Share Purchase Agreement as per the provisions of Clause 2.15.2; or
- Failure to furnish the Contract Performance Guarantee as per Clause 2.12; or
- Failure to acquire one hundred percent (100%) equity shares of Rajgarh Transmission Limited, along with all its related assets and liabilities, in accordance with the provisions of Clause 2.15.2; or
- Failure to apply for grant of Transmission License as per Clause 2.15.4; or
- Failure to comply with the provisions of Clause 2.15.5, leading to annulment of the award of the Project.
- Bidders submitting any wrong information or making any misrepresentation in their Bid as mentioned in Clause 2.5.6.

Intimation of the reasons of the invocation of the Bid Bond shall be given to the Selected Bidder by the BPC within three (3) working days after such invocation.

2.11.3. The Bid Bond of the Selected Bidder shall be returned on submission of the Contract Performance Guarantee as per Clause 2.12 and the relevant provisions of the TSA.

2.11.4. The Bid Bond of all the Bidders, whose Bids are declared non-responsive, shall be returned within a period of thirty (30) days after the date on which the Financial Bids are opened.

2.11.5. The Bid Bond of all unsuccessful Bidders shall be returned and released by the BPC on the same day on which the Rajgarh Transmission Limited is transferred to the Selected Bidder. The Bid Bond of the Successful Bidder shall be returned on submission of Contract Performance Guarantee as per Clause 2.12 of this RFP and the provisions of the TSA.

2.12 Contract Performance Guarantee

2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs. 15.15 Crore (Rupees Fifteen Crore Fifteen Lakh Only), which shall be provided separately to each of the Long Term Transmission Customers for the amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees one lakh (Rs. 100,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up). The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the TSA. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.

2.12.2. In case the Selected Bidder is unable to obtain the Contract Performance Guarantee for the total amount from any one bank specified in Annexure-12, the Selected Bidder may obtain the same from not more than three (3) banks specified in Annexure-17, subject however to the apportionment as provided in Clause 2.12.1.

2.13 Opening of Bids

2.13.1. Technical Bid will be opened as per the following time schedule and at the venue where the Bids are required to be submitted, as specified in Clause 2.9.4, in the presence of one representative from each of such Bidders who wish to be present:

Opening of Envelope (Technical Bid): 1430 hours (IST) on 11.11.2021.

Opening of Initial Offer: Initial Offer shall be opened by the Bid Process Coordinator in presence of the Bid Evaluation Committee at 1430 hours (IST) on 23.11.2021.

In the event of any of above dates falling on a day which is not a working day or which is a public holiday, then the bids shall be opened on the next working day at the same venue and time.

2.13.2. The following information from each Bid will be read out to all the Bidders at the time of opening of Technical Bid:

- Name of the Bidding Company / Consortium Members in case of Bidding Consortium only, from Format-2 of Annexure-8 (Technical Bid)
- Details of Bid Bond (Technical Bid)

Information to be provided after opening of Initial Offer:

Only the lowest Initial Offer (s) shall be communicated to all the Qualified Bidders to participate in the e-reverse bidding process. During the e-reverse bidding process only the lowest prevailing levelised bid should be visible to all the bidders on the electronic platform.

2.14 Enquiries

Written clarifications on the RFP and other RFP Project Documents as per Clause 2.3 and 2.4 may be sought from:

Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001
Email: pshariharan@recl.in, pshariharan@recpdcl.in

2.15 Other Aspects

2.15.1. The drafts of the following RFP Project Documents have been attached to this RFP.

- a) Draft TSA as per Format – 1 of Annexure 21
- b) Share Purchase Agreement as per Format – 2 of Annexure 21

When the drafts of the above RFP Project Documents are provided by the BPC, these RFP Project Documents shall form part of this RFP as per Formats – 1 & 2 of Annexure 21.

Upon finalization of the RFP Project Documents after incorporating the amendments as envisaged in Clause 2.4 of this RFP, all the RFP Project Documents, except for the Share Purchase Agreement, shall be duly executed by the Rajgarh Transmission Limited and the Long Term Transmission Customers, and copies delivered to the Bidders at least 07 (seven) days prior to the Bid Deadline.

The RFP Project Documents shall be signed in required number of originals so as to ensure that one original is retained by each party to the Agreement(s).

2.15.2. Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall:

- a) provide the Contract Performance Guarantee in favour of the Long Term Transmission Customers as per the provisions of Clause 2.12;
- b) execute the Share Purchase Agreement and all other RFP Project Documents as listed in Annexure-21;
- c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of Rajgarh Transmission Limited from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of Rajgarh Transmission Limited, along with all its related assets and liabilities;

Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of Rajgarh Transmission Limited, along with all its related assets and liabilities, shall also be borne by the Selected Bidder.

- d) make an application to the Appropriate Commission for the adoption of Transmission Charges, as required under section 63 of the Electricity Act 2003.
- e) execute the RFP Project Documents in required number of originals so as to ensure that one original is retained by each party to the Agreement(s).

Provided further that, if for any reason attributable to the BPC, the above activities are not completed by the Selected Bidder within the above period of ten (10) days as mentioned in this Clause, such period often (10) days shall be extended, on a day for day basis till the end of the Bid validity period.

All stamp duties payable for executing the RFP Project Documents shall be borne by the Successful Bidder.

2.15.3. After the date of acquisition of the equity shareholding of Rajgarh Transmission Limited, along with all its related assets and liabilities, by the Selected Bidder,

- i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Lead Long Term Transmission Customer,
- ii. all rights and obligations of Rajgarh Transmission Limited, shall be of the TSP,
- iii. any decisions taken by the BPC prior to the Effective Date shall continue to be binding on the Long Term Transmission Customers and
- iv. contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP.

2.15.4. Within ten (10) days of the issue of the Letter of Intent, the TSP shall apply to the Appropriate Commission for grant of Transmission License.

2.15.5. If the Selected Bidder / TSP fails or refuses to comply with any of its obligations under Clauses 2.15.2, 2.15.3 and 2.15.4, and provided that the Long Term Transmission Customer(s) and/or other parties to the respective RFP Project Documents are willing to execute the Share Purchase Agreement and REC Power Development and Consultancy Limited is willing to sell the entire equity shareholding of Rajgarh Transmission Limited, along with all its related assets and liabilities, to the Selected Bidder, such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the BPC / its authorized representative(s) shall be entitled to invoke the Bid Bond of the Selected Bidder.

2.15.6. If the TSP fails to obtain the Transmission License from the Appropriate Commission, it will constitute sufficient grounds for annulment of award of the Project.

2.15.7. The annulment of award, as provided in Clauses 2.15.4 and 2.15.6 of this RFP, will be

done by the Government on the recommendations of National Committee on Transmission. However, before recommending so, National Committee on Transmission will give an opportunity to the Selected Bidder/ TSP to present their view point.

2.16 Confidentiality

2.16.1. The parties undertake to hold in confidence this RFP and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c) disclosures required under Law, without the prior written consent of the other parties of the concerned agreements.

Provided that the TSP agrees and acknowledges that any of the Long Term Transmission Customers may at any time, disclose the terms and conditions of the RFP and RFP Project Documents to any person, to the extent stipulated under the Law or the Bidding Guidelines.

2.17 Right of the BPC to reject any Bid

BPC reserves the right to reject all or any of the Bids/ or cancel the RFP without assigning any reasons whatsoever and without any liability.

2.18 Non submission and/or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of BPC of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.

2.19 Fraudulent and Corrupt Practices

2.19.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the LoI Notwithstanding anything to the contrary contained herein, or in the LoI, the BPC shall reject a Bid, withdraw the LoI, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the BPC shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the BPC hereunder or otherwise.

2.19.2. Without prejudice to the rights of the BPC under Clause 2.19.1 hereinabove and the rights and remedies which the BPC may have under the LoI, if a Bidder is found by the BPC 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 Bid process, or after the issue of the LoI, such Bidder & its Affiliates shall not be eligible to participate in any tender or RFP issued by the BPC during a period of 10 (ten)

years from the date such Bidder is found by the BPC 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.

2.19.3. For the purposes of this Clause 2.19, 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 Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the TSA 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 BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the TSA, as the case may be, any person in respect of any matter relating to the Project or the LoI or the TSA, who at any time has been or is a legal, financial or technical adviser of the BPC 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 Bid 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 Bid process;
- d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid 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 Bid process.

SECTION - 3

EVALUATION OF THE TECHNICAL AND FINANCIAL BID

SECTION 3

1. EVALUATION OF BID

3.1. The evaluation process of Technical Bid comprises the following three steps :

- Step I – Responsiveness check
- Step II- Compliance with submission requirements
- Step III– Evaluation of Technical Bids
- Step IV– Evaluation of Financial Bids
- Step V – Bidder Selection

3.2. STEP I – Responsiveness check

The Technical Bid submitted by the Bidder shall be initially scrutinized to establish “Responsiveness”. Subject to clause 2.5.6 (k), any of the following conditions shall cause the Technical Bid to be “Non-responsive”:

- a) Technical Bid that are incomplete.
- b) Technical Bid (both online submission through electronic bidding platform and physical submission of one (1) original and one (1) copy) not received by the scheduled date and time.
- c) Technical Bid not signed by authorised signatory and / or stamped in the manner indicated in this RFP.
- d) All pages of the Technical Bid submitted but not initialed by the authorised signatories on behalf of the Bidder.
- e) Technical Bid not including the covering letter as per Annexure 1.
- f) Technical Bid submitted by a Bidding Consortium not including the Consortium Agreement.
- g) Technical Bid contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
- h) Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium.
- i) More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- j) Information not submitted in formats specified in the RFP.
- k) Applicable Board resolutions, or any other document, as provided in Clause 2.5.2, not being submitted;
- l) Bid not accompanied by a valid Bid Bond or Bid Security Declaration, as applicable;

- m) Non submission of power of attorney, supported by a Board resolution;
- n) Bid validity being less than that required as per Clause 2.8 of this RFP;
- o) Bid not containing Format-1 (Bidders' Undertakings) of Annexure-8;
- p) Bidder having Conflict of Interest
- q) The Bidder has not submitted a disclosure as per Annexure 13.
- r) Bidders delaying in submission of additional information or clarifications sought by the BPC.
- s) If the Bidder makes any misrepresentation as specified in Clause 3.7.
- t) Bid being conditional in nature;

3.3. STEP II - Compliance with submission requirements

Each Bidder's Technical Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Response to RFP is taken up. Annexure 16 and Annexure 11A shall be used to check whether each Bidder meets the stipulated requirements.

3.4. STEP III -Evaluation of Technical Bid

Evaluation of Technical Bid will be carried out considering the information and documents furnished by the Bidders as required under this RFP. This step would involve technical and financial evaluation of the details/ documents furnished by the Bidding Company / Bidding Consortium in support of meeting the Qualification Requirements

3.4.1. Interpolation of financial data.

For the Qualification Requirements data provided by the Bidders in foreign currency, equivalent rupees of Networth will be calculated using bills selling exchange rates (card rate) USD/INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by their Banker.

For the purpose of calculating the aggregate capital expenditure of the projects completed/ commissioned where such projects are executed outside India and capital expenditure is denominated in foreign currency, bills selling exchange rates (card rate) USD/INR of State Bank of India prevailing on the date of closing of the financial year in which the projects were completed and as certified by their Banker shall be considered.

For the projects executed in the current financial year bills selling (card rate) USD/INR of State Bank of India prevailing on seven (7) days prior to the last date of submission of Technical Bid and as certified by their Banker shall be considered.

For currency other than USD, Bidders shall convert such currency into USD as per the

exchange rates certified by their Banker prevailing on the relevant date and used for such conversion.

If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account.

- 3.4.2. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clauses 3.2 to 3.4 shall be declared as Qualified Bidders and eligible for opening of Initial Offer.

3.5. STEP IV - Evaluation of Financial Bids

3.5.1. General

- 3.5.1.1. The Bids which has been found Qualified by the BPC, based on the Steps I to III as specified above in Clauses 3.2.to 3.4, shall be opened and Levelised Transmission Charges of such Initial Offer shall be ranked on the basis of the ascending Initial Offer submitted by each Qualified Bidder.

Based on such ranking of the Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, shall be considered to be the qualified for participating in the electronic auction.

Provided however, in case only one Bidder remains after the Evaluation of Technical Bid (Steps 1 to III) as per Clause 3.2 to 3.4, the Initial Offer of such Bidder shall not be opened and the matter shall be referred to the Government.

Provided that in the event the number of Qualified Bidders is between two and four, then each of the responsive Bidder shall be considered as Qualified Bidders.

Provided that in the event of identical Levelised Transmission Charges derived from the Initial Offer having been submitted by one or more Bidders, all such Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders. In such cases, the fifty per cent shall stand enhanced to fifty per cent (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, plus the number of Qualified Bidders, whose Levelised Transmission Charges derived from Initial Offer are identical minus the number of such identical Initial Offer.

- 3.5.1.2. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.5.3 of this RFP. Any Bid not meeting any of the requirements as per Clause 2.5.3 of this RFP may cause the Bid to be considered "Non-responsive", at the sole decision of the BPC. Financial Bid not in conformity with the requirement of SI. No.(c) and (g) of Clause 2.5.3 of this RFP shall be rejected.
- 3.5.1.3. The Bidders shall quote the different components of Transmission Charges as specified in the format at Annexure – 22. Based on the Quoted Transmission Charges provided by the Bidders, the Levelized Transmission Charges (only in Rupees per year) of each Bid shall be calculated for the term of the TSA as per the methodology mentioned below:

- (a) For the purposes of comparison of the Financial Bids, the Quoted Escalable Transmission Charges of each Bidder shall be uniformly escalated as per the escalation rate mentioned below. However, for the purpose of actual payment of Transmission Charges, such escalation rate shall be applied as per the provisions of the TSA.

S. No.	Head	Value
1.	Annual escalation rate applicable to Quoted Escalable Transmission Charges	This shall be as per the rate notified by the CERC, applicable on the seventh day prior to the Bid Deadline
2.	Discount rate for computation of Levelized Transmission Charges	This shall be as per the rate notified by the CERC as applicable for generation projects, applicable on the seventh day prior to the Bid Deadline

- (b) The factor at Sl. No. 1 in the above table shall be applied from the Scheduled COD of the Project, and shall be applied as at the midpoint of each Contract Year.

3.5.2. Computation of Levelized Transmission Charges

- 3.5.2.1. The computed Quoted Transmission Charges (in Rupees per year) of each of the Bidders for each Contract Year for the term of TSA, calculated as per provisions of Clause 3.5.1.3, shall then be discounted up to the Scheduled COD of the Project mentioned in Clause 2.6 of this RFP, by applying the discount factors (based on the discount rate as mentioned at serial no. 2 of the table in Clause 3.5.1.3 above) and such aggregate discounted value for the term of the TSA shall be divided by the sum of such discount factors so as to calculate the Levelized Transmission Charge of each Bidder.
- 3.5.2.2. The Levelized Transmission Charges shall be calculated by assuming uniformly the following for all the Bidders
- Grant of Transmission License within 6 months from the date of Letter of Intent to the Selected Bidder by the BPC as per the timelines in Clause 2.7.2 above.
 - Project to be commissioned on the date which is approx 12 months from the assumed date of grant of Transmission License as enumerated above.
 - Transmission Charges shall be levelized over a period from the Scheduled COD of the Project, up to 35 years.
- 3.5.2.3. The methodology of computation of Levelized Transmission Charges is explained in the example provided in Annexure-23.

3.6. STEP V - Bidder Selection

- 3.6.1. The prevailing lowest Levelised Transmission Charges derived from Final Offers calculated as per Clause 3.5.2 shall be displayed during the e-reverse bidding. The Bidder with the prevailing lowest Levelised Transmission Charges derived from Final Offer at the close of the scheduled or extended period of e-reverse bidding as mentioned in clause 2.5 shall be declared as the Successful Bidder and the Letter of Intent shall be issued to such Successful Bidder in

two (2) copies.

However, if no bid is received during the e-reverse bidding stage then the Bidder with lowest quoted initial Levelised transmission charges ("Initial Offer") during e-bidding stage shall be declared as the Successful Bidder.

- 3.6.2. The Selected Bidder shall unconditionally accept the LoI, and record on one (1) copy of the LoI, "Accepted unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to the BPC within seven (7) days of issue of LoI.
- 3.6.3. If the Successful Bidder, to whom the Letter of Intent has been issued, does not fulfill any of the conditions specified in Clauses 2.15.2, 2.15.3 and Clause 2.15.4, then subject to Clause 2.15.5, the BPC reserves the right to annul the award of the Project and cancel the Letter of Intent. Further, in such a case, the provisions of Clause 2.5.6 (j) shall apply.
- 3.6.4. The BPC, in its own discretion, has the right to reject all Bids if the Quoted Transmission Charges are not aligned to the prevailing market prices.

3.7. Misrepresentation by the Bidder

If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the Technical Bid or Bid, as the case may be, in any manner whatsoever, in order to create circumstances for the acceptance of its Technical Bid/Bid, the BPC reserves the right to reject such Technical Bid/Bid, and/ or cancel the Letter of Intent, if issued. Further, in case Letter of Intent is cancelled, consequences as per provisions of the RFP shall follow.

3.8. Disposition of Technical Bid

- 3.3.1 Technical Bid found to be Non-responsive as per Clause 3.2, due to any of the following conditions, shall be liable for rejection.
 - Technical Bid that is incomplete.
 - Technical Bid not signed by authorised signatory and / or stamped in the manner indicated in this RFP.
 - All pages of the Technical Bid submitted but not initialed by the authorised signatories on behalf of the Bidder.
 - Technical Bid not including the covering letter as per Annexure 1.
 - Technical Bid contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
 - Information not submitted in formats specified in the RFP.
 - The Bidder has not submitted a disclosure as per Annexure 13.
 - Bidders delaying in submission of additional information or clarifications sought by the BPC.
- 3.3.2 Technical Bid found to be Non-responsive as per Clause 3.2, due to any of the following conditions, shall be rejected.
 - Technical Bid not received by the scheduled date and time.

- Technical Bid submitted by a Bidding Consortium not including the Consortium Agreement.
- Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium.
- More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- Technical Bid having Conflict of Interest.
- If the Bidder makes any misrepresentation as specified in Clause 3.2.

3.9. BPC reserves the right to interpret the Bid in accordance with the provisions of this RFP document and make its own judgment regarding the interpretation of the same. In this regard, BPC shall have no liability towards any Bidder and no Bidder shall have any recourse to BPC with respect to the qualification process.

BPC shall evaluate Bid using the process specified in Clause 3.1 to 3.6, at its sole discretion. BPC's decision in this regard shall be final and binding.

SECTION - 4

ANNEXURES FOR BID

SECTION – 4

I. Formats for Technical Bid

The following formats are required to be included in the Bidder's Technical and Financial Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 2.1 of Section – 2.

Technical Bid

1. Format for the Covering Letter
2. Format for Letter of Consent from Consortium Members
3. Format for evidence of authorized signatory's authority (Power of Attorney)
4. Format for Power of Attorney from to be provided by each of the other Members of the Consortium in favor of the Lead Member
5. Format for Bidder's composition and ownership structure and Format for Authorisation
6. Format for Consortium Agreement
7. Formats for Qualification Requirement
8. Format of Bidders Undertaking and details of Equity Investment
9. Authorization from Parent/Affiliate of Bidding Company/Member of Bidding Consortium whose technical/financial capability has been used by the Bidding Company/Member of Bidding Consortium.
10. Undertaking from the Technically / Financially Evaluated Entity (ies) or from Ultimate Parent Company for equity investment
11. Format of Board Resolutions
12. Format for Illustration of Affiliates
13. Format for Disclosure
14. Format for Bid Bond
- 14A. Format for Bid Security Declaration
15. Format for Contract Performance Guarantee
16. Checklist for Technical Bid submission requirements

Financial Bid

22. Format for Financial Bid

II. The following formats are for the information to the Bidders to enable them to submit their Bid.

- 11A. Illustration for Applicable Board Resolution Requirements Under Clause 2.5.2
17. List of Banks
18. GRID Map of the Project
19. List of Long Term Transmission Customers
20. Format for clarification/amendments on the RFP/RFP Project Documents
21. Formats for RFP Project Documents
23. Illustration of Bid Evaluation/Computation of Levelized Transmission Charges

Bidder may use additional sheets to submit the information for its detailed Bid.

ANNEXURE 1 - COVERING LETTER

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

Date:
 From:

 Tel. No.:
 Fax No.:
 E-mail address:.....

To,

**Chief Executive Officer,
 REC Power Development and Consultancy Limited
 (formerly REC Power Distribution Company Limited)
 (A wholly owned subsidiary of REC Limited)
 REC Corporate Head Quarter,
 D Block, Plot No. I – 4,
 Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process.

1. Being duly authorized to present and act on behalf of M/s (insert name of Bidding Company / Bidding Consortium) (hereinafter called the “Bidder”) and having read and examined in detail the Request for Proposal (RFP) document, the undersigned hereby submit our Technical Bid with duly signed formats in one (1) original + one (1) copy and Financial Bid (Initial Offer) as stipulated in RFP document for your consideration.
2. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP document and subsequent clarifications/amendments as per Clause 2.3 and 2.4 of RFP.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. We hereby agree and undertake to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) order issued by Ministry of Power vide order No. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.

We hereby also agree and undertake to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020 regarding public procurement from a bidder of a country, which shares land border with India.

5. We are herewith submitting legally binding board resolution for the total equity requirement of the Project.
6. We hereby confirm that in accordance with Clause 2.1.4 of the RFP, we are herewith submitting legally binding undertaking supported by a board resolution from the(Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) that all the equity investment obligations of (Insert name of the Bidding Company) shall be deemed to be equity investment obligations of the (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) and in the event of any default by..... (Insert name of the Bidding Company), the same shall be met by (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be).

[Sl. No 5 to be inserted only in case the Bidder is a Bidding Company / Lead Member of a Consortium and has sought qualification on the basis of technical and financial capability of its Affiliate(s) and/or its Parent]

7. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to the Project.
8. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the TSA.
9. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to build, own, operate and maintain the said Project and to prepare this Bid.
10. We hereby confirm that we shall abide unreservedly with BPC's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the BPC's decision or its right to make such decision at any time in the future.
11. We confirm that all the terms and conditions of the Bid are valid for acceptance for a period of one eighty (180) days from the Bid Deadline.
12. The details of contact person are furnished as under:
 Name:
 Designation:
 Name of the Company:
 Address of the Bidder:

Phone Nos.:
 Fax Nos.:
 E-mail address:

13. Bid Security Declaration

We have enclosed a Bid Security Declaration as per your proforma (Annexure14) and valid up to in terms of Clause 2.11 of the RFP.

14. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the BPC on any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

15. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Share Purchase Agreement, in the event of our selection as the Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 2.5.7 of RFP have been fully examined and considered while submitting the Bid.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from BPC.

The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated at Clause 2.5.1, of this RFP.

Thanking you,

Yours sincerely,

.....
(Signature and Seal) *

Name:
 Designation:
 Address:

Date:
 Place:

*To be signed by any whole-time Director / Manager (supported by a specific Board Resolution) of the Bidding company or Lead Member in case of Consortium.

* Provided that, in case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question and the Company Secretary also certifies that the Company does not have any Managing Director.

ANNEXURE 2 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS**(On the letter head of each Member of the Consortium including Lead Member)**

Date:
 From:

 Tel. No.:
 Fax No.:
 E-mail address:.....

To,

**Chief Executive Officer,
 REC Power Development and Consultancy Limited
 (formerly REC Power Distribution Company Limited)
 (A wholly owned subsidiary of REC Limited)
 REC Corporate Head Quarter,
 D Block, Plot No. I – 4,
 Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process.

We, the undersigned Member of (Insert name of the Bidding Consortium) have read, examined and understood the RFP document for the short-listing of Bidders as prospective TSP to establish Transmission System for “**Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh**” through tariff based competitive bidding process. We hereby confirm our concurrence with the Bid including in particular the Consortium Agreement submitted by (Insert name of the Lead Member) in response to the RFP document.

We hereby confirm our commitment to participate in the said Bidding Consortium and invest % of the total equity requirement for the Project as per the terms of the Consortium Agreement dated and board resolution for such investment commitment is enclosed herewith.

We hereby confirm that in accordance with Clause 2.1.4 of the RFP, we are enclosing legally binding undertaking supported by a board resolution from the (Insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) that all the equity investment obligations of (Insert name of the Member) shall be deemed to be equity investment obligations of the (Insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) and in the event of any default by..... (Insert name of the Member), the same shall be met by..... (Insert

name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be). [Insert if applicable]

[To be inserted by the Lead Member only] We are also enclosing legally binding board resolution for the total equity requirement of the Project in case of any breach of any of the equity investment commitment by any of the Consortium Members, in line with the provisions of the Consortium Agreement dated [Bidder to insert date of Consortium Agreement].

The details of contact person are furnished as under:

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

Dated the day of of 20...

Thanking you,

Yours faithfully,

.....
(Signature)

Name:
Designation: **(Affix Company's Seal)**

(Signature, Name, Designation of Authorised Signatory of Consortium Member and Company's Seal)

ANNEXURE 3 - FORMAT FOR EVIDENCE OF AUTHORIZED SIGNATORY'S AUTHORITY (POWER OF ATTORNEY)

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

Know all men by these presents, We(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection of Bidder as Transmission Service Provider to establish Transmission System for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** through tariff based competitive bidding process in the country of India, including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RFP and signing of the Share Purchase Agreement by all the parties thereto.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For [Insert name of the Bidder on whose behalf PoA is executed]

.....

(Signature)

Name:

Designation:

Accepted

.....

(Signature of the Attorney)

Name:

Designation:

Address:

.....

(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant

.....
(Signature of the Executant)

Common Seal of
 has been affixed in my/our
 presence, pursuant to the
 Board of Director's
 resolution dated

.....
(Signature)
 [To be signed by the person(s) authorized by the Board in whose presence the Common Seal can
 be affixed]

.....
(Signature of Notary Public)

Place:
 Date:

Notes:

- 1) To be executed by Bidding Company or the Lead Member, in the case of a Bidding Consortium, as the case maybe.
- 2) 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 the same should be under common seal of the executant affixed in accordance with the required procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- 3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**ANNEXURE 4 - FORMAT FOR POWER OF ATTORNEY TO BE PROVIDED BY
EACH OF THE OTHER MEMBERS OF THE CONSORTIUM IN FAVOUR OF
THE LEAD MEMBER**

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

KNOW ALL MEN BY THESE PRESENTS THAT M/s....., having its registered office at,,and M/s having its registered office at , (Insert names and registered offices of all Members of the Consortium), the Members of Consortium, have formed a Bidding Consortium named (insert name of the Consortium) (hereinafter called the **“Consortium”**) vide Consortium Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered / Head Office atas our duly constituted lawful Attorney (hereinafter called as **“Lead Member”**) which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid for the selection of Bidder as Transmission Service Provider to establish Transmission System for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** through tariff based competitive bidding process, including signing and submission of the Bid and all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information / responses to the BPC, representing us and the Consortium in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project, till completion of the bidding process in accordance with the RFP and signing of the Share Purchase Agreement by all the parties thereto.

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

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

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

Common Seal of
has been affixed in my/our
presence pursuant to the
M/s.....

For and on behalf of
Consortium Member

Board of Director's resolution
dated

.....
(Signature of the Authorized Signatory)

Name:
Designation:
Place:
Date:

.....
(Signature)

[To be signed by the person (s) authorized by
the Board in whose presence the Common
Seal can be affixed]

Name:
Designation:
Place:
Date:

Accepted

Specimen signatures of attorney attested

.....
(Signature)

(Signature of Notary Public)
.....

.....
.....
**(Name, Designation and Address
of the Attorney)**

Place:
Date:

Notes:

1. 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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

ANNEXURE 5 - FORMAT FOR BIDDER'S COMPOSITION AND OWNERSHIP STRUCTURE

1. Corporate Details:

Please provide the following information for the Bidder. If the Bidder is a Consortium, please provide this information for each Member including the Lead Member:

a. Company's Name, Address, and Nationality:

Name:

Address:

Website Address:

Country of Origin:

b. Year Organized:

c. Company's Business Activities:

d. Status as a Bidder:

- i. Bidding Company
- ii. Lead Member of the Bidding Consortium
- iii. Member of the Bidding Consortium

Note: tick the applicable serial number

e. Company's Local Address in India (if applicable):

.....

f. Name of the Authorised Signatory:

g. Telephone Number:

h. Email Address:

i. Telefax Number:

j. Please provide the following documents:

- i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the Company Secretary as

Attachment 1 for Bidding Company / each Member of Bidding Consortium including Lead Member.

- ii. Authority letter (as per format for authorization given below) in favour of BPC from the Bidder/every Member of the Consortium authorising BPC to seek reference from their respective bankers & others as **Attachment 2** as per Clause 2.1.6 of the RFP.

2. Details of Ownership Structure:

Equity holding of Bidding Company/ each Member of Bidding Consortium including Lead Member owning 10% or more of total paid up equity.

Name of the Bidding Company / Consortium Member:

Status of equity holding as on

Name of the Equity Holder	Type and No. of Shares owned	Extent of Voting Control (%)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
....		

Notes:

- The above table is to be filled in separately for each Consortium Member.
- Status of equity holding should be provided not earlier than thirty (30) days prior to Bid Deadline.

For and on behalf of Bidding Company / Lead Member of the Bidding Consortium

M/s.....

.....

(Signature of authorized representative)

Name:

Designation:

.....

(Stamp)

Date:

Place:

FORMAT FOR AUTHORISATION

(In case of Bidding Consortium, to be given separately by each Member)
(On Non – judicial stamp paper duly attested by notary public. Foreign companies submitting bids are required to follow the applicable law in their country)

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by _____[Name of BPC] to verify our Bid for selection of Transmission Service Provider to establish Transmission system for “**Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh**” through tariff based competitive bidding process or regarding our project development experience, financial standing and general reputation.

For and on behalf of M/s..... (Insert Name of Bidding Company or Member of the Consortium)

.....
(Signature)

Name of Authorised Signatory:

(Signature and Name of the authorised signatory of the Company)

Place:

Date:

.....
(Company rubber stamp/seal)

.....
(Signature of Notary Public)

Place:

Date:

ANNEXURE 6 - FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

THIS CONSORTIUM AGREEMENT, executed on this..... day ofTwo thousand.....between M/s....., a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid, acquisition of {Name of the SPV Company}(in case of award) and entering into other Agreement(s) as specified in the RFP (hereinafter referred to as "Agreements") as may be entered into with the Long Term Transmission Customers.

WHEREAS, the Long Term Transmission Customers desired to procure transmission service through a tariff based competitive bidding process.

WHEREAS, the BPC had invited Response to RFP issued to (insert the name of purchaser of RFP) for selection of the bidder as the Transmission Service Provider to establish Inter-State Transmission System for **"Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh"**.

AND WHEREAS, Clause 2.2.4 of the RFP document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RFP document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

AND WHEREAS, Clause 2.2.4 of the RFP document also stipulates that the Bidding Consortium shall provide along with the Response to RFP, a Consortium Agreement as per prescribed format whereby the Consortium Members undertake to be liable for raising the required funds for its respective equity investment commitment as specified in Consortium Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the selected bidder by the BPC, we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of,, (the names of all the other Members of the Consortium to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members.
3. Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.
5. Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital of the project company” shall be in the following proportion: (if applicable)

Name	Percentage of equity holding in the Project
Party 1	
.....	
Party n	
Total	100%

[**Note:** The percentage equity holding for any Consortium Member in the Project cannot be zero in the above table]

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilising debt resources for the Project and achieving financial closure.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as **Appendix-I**, forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.

11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
12. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at **New Delhi** alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
13. It is hereby agreed that if the Bidding Consortium is qualified to submit a Bid, the Lead Member shall furnish the Bid Security Declaration, as stipulated in the RFP, on behalf of the Consortium Members.
14. It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the TSP in favor of the Long Term Transmission Customers, as stipulated in the RFP and TSA.
15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RFP Project Document and shall remain valid till the execution of the TSA and the Share Purchase Agreement, unless expressly agreed to the contrary by the Long Term Transmission Customers. Over the term of the TSA, the provisions of TSA shall apply on the Consortium Members.
16. The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the Project.
17. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with the prior written consent of Long Term Transmission Customers.

This CONSORTIUM AGREEMENT:

- a. has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party,
- b. sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;
- c. may not be amended or modified except in writing signed by each of the parties and with prior written consent of Long Term Transmission Customers.

IN WITNESS WHEREOF, the parties to the Consortium Agreement have, through their authorised representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of M/s (Insert name of Consortium Member 1) has been affixed in my/our presence pursuant to the Board of Director's resolution dated.....

For and on behalf of Consortium Member 1 (Party 1)
M/s.....

.....
(Signature of authorized signatory)

Name:
 Designation:.....
 Place:
 Date:

.....
(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

WITNESS⁴:

1.

.....
(Signature)

Name:
 Designation:.....

Common Seal of M/s (Insert name of Consortium Member “n”) has been affixed in my/our presence pursuant to the Board of Director’s resolution dated.....

2.

.....
(Signature)

Name:
 Designation:

For and on behalf of Consortium Member n (Party n)
 M/s.....

.....
(Signature of authorized signatory)

Name:
 Designation:
 Place:
 Date:

.....
(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

WITNESS:

1.

.....
(Signature)

Name:
 Designation:

2.

.....
(Signature)

Name:
 Designation:

Attested:

.....

(Signature)
(Notary Public)

Place:
 Date:

⁴ Separate witness for each Consortium Member should fill in the details

Appendix 1 to the Consortium Agreement:

Name of the Consortium Member	Responsibilities under the Consortium Agreement
M/s (Party 1)	
M/s	
M/s (Party n)	

ANNEXURE 7 A - FORMAT FOR QUALIFICATION REQUIREMENT**A. NET WORTH**

To,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process

1. [Note: Applicable in case of Bidding Company]

We certify that the Financially Evaluated Entity(ies) had a Networth of Rs. Crore or equivalent USD* computed as per instructions in this RFP based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years, as provided in Clause 2.2.3, immediately preceding the Bid Deadline.

Name of Financially Evaluated Entity(ies)	Relationship with Bidding Company**	Networth (Rs. Crore)
1.		
2.		
3.		
....		
Total Network		

*Equivalent USD shall be calculated as per provisions of Clause 3.4.1.

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

2. [Note: Applicable in case of Bidding Consortium]

We certify that the Financially Evaluated Entity(ies) had a minimum Networth of Rs. Crore or equivalent USD* computed as per instructions in the RFP and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years, as provided in Clause 2.2.3, immediately preceding the Bid Deadline.

Name of Consortium Member	Equity Commitment in the Project (%)	Networth of Member (Rs. Crore)	Networth Requirement to be met by Member in proportion to the Equity Commitment (Rs. Crore)	Whether the Member meets the Networth Requirement
(1)	(2)	(3) (As per table below)	(4 = 2 x Total Networth requirement for the Project)	(5)
1.				Yes / No
2.				Yes / No
..				Yes / No
Total Networth for financial requirement				

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors]

- i. Name of Member:
- ii. Total Networth requirement: Rs Crore
- iii. Percentage of equity commitment for the Project by the Member:%
- iv. Networth requirement for the Member***: Rs Crore
- v. Financial year considered for the Member:

Name of Financially Evaluated Entity(ies)	Relationship** with Member of Consortium	Networth (Rs. Crore)
1.		
2.		
3.		
Total Networth		

* Equivalent USD shall be calculated as per provisions of Clause 3.4.1;

** The column for “Relationship with Member of Consortium” is to be filled in only in case the financial capability of Parent / Affiliate has been used for meeting Qualification Requirements;

*** Networth requirement to be met by Member should be in proportion to the equity commitment of the Member for the Project.

Yours faithfully

.....
(Signature and stamp of any whole-time Director / Manager (supported by a specific Board Resolution) [refer Note-3& 4 below] of Bidding Company / each Member of Consortium)

Name:

Date:

Place:

.....
(Signature and Stamp of statutory Auditors of Bidding Company / each Member of Consortium)

Name:

Date:

Place:

Please also affix common seal of Bidding Company/each Member in a Bidding Consortium

Common Seal of
 has been affixed in my/our
 presence, pursuant to the
 Board of Director's
 resolution dated

.....
(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Date:

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of Networth duly certified by Statutory Auditor.
2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are

being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

3. Any whole-time Director /Manager of the Bidding Company / Lead Member in case of a Consortium (supported by a specific Board Resolution).
4. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.
5. The Company Secretary also certifies that the Company does not have any Managing Director.
6. In case Bidder or a Member of Consortium takes recourse to its Parent/Affiliate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Affiliate.

ANNEXURE 7B - FORMAT FOR TECHNICAL REQUIREMENT

To,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidders as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process

We certify that M/s. (Insert name of Technically Evaluated Entity(ies)) have experience of development of projects (not necessarily in the power sector) in the last five (5) years whose aggregate capital expenditure is Rs. Crore or equivalent USD*. We further certify that the capital expenditure of each project considered for meeting the technical Qualification Requirement is not less than Rs. Crore or equivalent USD*. For this purpose, capital expenditure incurred on projects which have been either wholly completed / commissioned or partly completed projects put under commercial operation and for which operation has commenced till at least seven (7) days prior to the Bid Deadline has been considered.

The project(s) considered for the purpose of technical experience (as per table given below) have been executed and owned to the extent as indicated in the table below (to be not less than twenty six (26%) percent) by the Bidding Company / Lead Member of the Consortium / our Parent / our Affiliate(s) [strike off whichever is not applicable] on operation of the projects.

This technical requirement has been calculated as per the instructions provided in the RFP on the basis of following projects:

Name of Company whose technical capability has been used for Qualification Requirement	Relationship** with Bidding Company / Lead Member	Project name	Nature of Project	Date of Completion / Commissioning / Commercial Operation of partly completed projects	Project cost (Rs. Crore)	Percentage Equity Holding of Company at (1) in Completed project(s)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
..... ...						

Name of Company whose technical capability has been used for Qualification Requirement	Relationship with Bidding Company / Lead Member	Project name	Nature of Project	Date of Completion / Commissioning / Commercial Operation of partly completed projects	Project cost (Rs. Crore)	Percentage Equity Holding of Company at (1) in Completed project(s)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
		(Project 1)				
..... ...						
Total (Rs. Crore)						

* Equivalent USD shall be calculated as per provisions of Clause _____

** The column for “Relationship with Bidding Company / Lead Member” is to be filled in only in case technical capability of Parent/Affiliate has been used for meeting Qualification Requirements.

The date of financial closure for above project(s) is/are as below;

Name of the project

Date of financial closure

1. Project 1-----

2. Project 2-----

3. Project 3-----

4. Project 4-----

We further certify that the TEE as indicated in column (1) of the above table, whose technical capability has / have been used for meeting the qualification requirement, has executed the projects itself/ owns not less than 26% of shareholding in the project (strike off whichever is not applicable) and has held such shareholding from the date of financial closure till the date of commissioning / completion of the above project(s).

Yours faithfully

.....

(Signature and stamp of any whole-time Director / Manager (supported by a specific Board Resolution)

[Refer Note-2& 3 below] of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

.....

(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)

Name:

Date:

Place:

Please also affix common seal of Bidding Company / Lead Member in a Bidding Consortium

Common Seal of
has been affixed in my / our
presence pursuant to the
Board of Director's
resolution dated

.....
(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Date:

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of capital expenditure of projects duly certified by Statutory Auditor.
2. Whole time Director / Manager of the Biding Company /each Member in case of a consortium (supported by a specific board resolution)
3. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.
4. The Company Secretary also certifies that the Company does not have any Managing Director.
5. The unconsolidated audited annual accounts of both the TEE and the Bidding Company / Lead Member for the respective financial years (financial years in which financial closure was achieved to the financial year in which the said project was completed / commissioned) should be submitted.

ANNEXURE 7C - FORMAT FOR TECHNICAL & FINANCIAL REQUIREMENT – RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

[To be filled by Bidding Company / each Member of the Bidding Consortium including Lead Member if credentials of Parent and / or Affiliates have been used by them]

To,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process

We certify that M/s. (insert name of the **Bidding Company / Consortium Members**) have considered the technical and financial capability of its Parent and / or Affiliates, for the purpose of meeting Qualification Requirements as per the instructions provided in the RFP. The name of Parent and / or Affiliate, nature of relationship(s) with such Parent and / or Affiliate and details of equity holding are as follows:

Name of Company whose credentials considered	Type of credentials considered (technical and / or financial)	Relationship with Bidding Company / Consortium Member (Parent / Affiliate)	Details of equity shareholding (refer notes below)
Company 1			
.....			
.....			
.....			
.....			

NOTES:

- i. In case of Parent, the equity holding of the Parent in the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, need to be specified.
- ii. In case of Affiliate under direct control of Bidder, the equity holding of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium in the Affiliate, needs to be specified.

- iii. In case of Affiliate under common control of Parent, the equity holding of the Parent in the Affiliate of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.
- iv. Relationship of Parent / Affiliate with Bidding Company / Member of Consortium to be as on seven (7) days prior to the Bid Deadline (as per Clause 2.1.4 of RFP)

Yours faithfully

.....

(Signature and stamp of any whole-time Director / Manager (supported by a specific Board Resolution) (refer Note 1& 2 below) of Bidding Company/ each Member of Consortium)

Name:

Date:

Place:

Notes:

1. Whole- time Director/ Manager of the Bidding Company/ each member in case of a Consortium (supported by a specific Board Resolution)
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

The Company Secretary also certifies that the Company does not have any Managing Director.

.....

(Signature and Stamp of statutory Auditors of Bidding Company / each Member of Bidding Consortium)

Name:

Date:

Place:

Please also affix common seal of Bidding Company / Member in a Bidding Consortium

Common Seal of
has been affixed in my / our
presence, pursuant to the
Board of Director's
resolution dated

.....

(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Date:

ANNEXURE 7D - ADDITIONAL INFORMATION FOR VERIFICATION OF FINANCIAL AND TECHNICAL CAPABILITIES OF BIDDERS.

.....
(Name of Bidder (Bidding Company/ Bidding Consortium or Technically/Financially Evaluated Entity(ies))

(Note: In case of Consortium, details to be filled in by Lead Member for each Member of the Consortium including the Lead Member and in case of the qualification requirements of Technically / Financially Evaluated Entity(ies) being used, to be filled by each of such entity(ies)

i. Financial capability (Attachment 1):

- a. Bidders shall attach unconsolidated / consolidated audited annual accounts, statements, as the case may be, (refer Clause 2.1.3) for the last three (3) financial years as Attachment 1. Such unconsolidated audited annual accounts shall include a Balance Sheet, Profit and Loss Account, Auditors Report and profit appropriation account.

ii. Technical capability (Attachment 2):

- a. This attachment shall include details of projects completed/commissioned or partly completed projects for which commercial operation has commenced to be considered for the purpose of meeting Qualification Requirements.

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5
Name(s) of project(s)					
Location(s) including country(s) where project was set up					
Nature of Project					
Voltage level (if any)					
Capital cost of project(s) Rs. in Crore					
*Status of the project					
% of equity owned in the project(s)					

***Note 1:** Date of completion/commissioning/commercial operation to be mentioned

Note 2: For each project listed in the table, the Bidder shall furnish an executive summary including the following information:

- Project model, i.e., BOO, BOOT, BOOM;
- Debt financing and equity raised and provided by Bidder/Bidder's Parent/Bidder's Affiliate for the project, including names of lenders and investors;
- Size and type of installation;

- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Clearances taken by the Bidder/Bidder's Parent/Bidder's Affiliate including but limited to right-of-way (RoW), forest clearance and other statutory / Govt. clearances.
- Cost data (breakdown of major components)
- Name of EPC and/or other major contractor
- Construction time for the project
- Names, addresses and contact numbers of owners of the projects
- Operating reliability over the past five (5) years or since date of commercial operation
- Operating environmental compliance history
- Names of supervisory entities or consultant, if any
- Date of commercial operation
- Total duration of operation

iii. Attachment-3 :

- a. For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project and the same shall be certified as true by any whole time Director / Manager (supported by a specific Board resolution) of the Bidding Company or the Lead Member of Consortium).

For and on behalf of Bidding Company/Consortium

M/s.....

.....
(Signature of authorised signatory)

Name:

Designation:

Date:

Place:

ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT**Format 1: Bidders' Undertakings**

[On the Letter Head of the Bidding Company/Lead Member of Bidding Consortium]

Date:

To,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of TSP to establish transmission system for Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh

We hereby undertake on our own behalf and on behalf of the TSP, that if selected as the Successful Bidder for the Project:

1. The Project shall comply with all the relevant electricity laws, codes, regulations, standards and Prudent Utility Practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreements that may be required to be executed as per law in this regard.
2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.6.1.2 of the RFP and the TSP shall comply with the provisions contained in the Central Electricity Regulatory Commission (Open Access in Interstate Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 made pursuant to section 177(2) of the Electricity Act, 2003.
3. We give our unconditional acceptance to the RFP dated 09.09.2021 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute the Share Purchase Agreement as per the provisions of this RFP.
4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure 22 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.

5. Our Bid is valid up to the period required under Clause 2.8 of the RFP.
6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed in original with this undertaking.
7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement, to the extent and only in relation to equity lock in and our liability thereof shall get modified to give effect to the provisions of Clause 2.5.8 of this RFP and Article 18.2 of the TSA. **(Note: This is applicable only in case of a Bidding Consortium)**
8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

Sr. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor	18 months	27.251%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	Pachora SEZ PP -Bhopal(Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end		69.435%	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)		3.314%	

We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of Element(s) which are pre - required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project: 18 months from the Effective Date

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:
 - a. Ratio of minimum and maximum Quoted Transmission Charges during the term of the TSA for which Transmission Charges have been quoted in the format at

Annexure 22 of the Bid is not less than zero point seven (0.7) as provided in Clause 2.5.3.

- b. Further, the Quoted Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.5.1.3) for any Contract Year does not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, for the entire term.
 - c. Financial Bid in the prescribed format of Annexure 22 has been submitted duly signed by the authorized signatory.
 - d. Financial Bid is unconditional.
 - e. Only one Financial Bid has been submitted.
10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of Rajgarh Transmission Limited, pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under TSA, and relevant provisions of TSA shall apply.
11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of RFP Project Documents.
12. Original power of attorney/ Board resolution as per Clause 2.5.2 is enclosed.

Signature and stamp of any Whole-time Director / Manager (supported by a specific Board Resolution)

[refer Note 1 and 2 below] of Bidding Company or Lead Member of Consortium.

Please also affix common seal of Bidding Company / Member in a Bidding Consortium

Common seal ofhas been affixed in my / our presence pursuant to Board of Director's Resolution dated.....

WITNESS

- 1.
(Signature)
- Name
- Designation.....

2.
(Signature)

Name

Designation.....

Note:

1. To be signed by any Whole-time Director/ Manager (supported by specific board resolution) of the Bidding Company / Lead Member in case of a Consortium.
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 / Companies Act, 2013 (as the case may be) for the purpose in question.

The Company Secretary also certifies that the Company does not have a Managing Director.

Format 2: Details of equity investment in Project

1.1.a Name of the Bidding Company/ Bidding Consortium:

1.1.b Name of the Lead Member in the case of a Bidding Consortium:

1.2 Investment details of the Bidding Company/Member of the Bidding Consortium investing in Rajgarh Transmission Limited as per Clause 2.5.8.2.

Sl.No.	Name of the Bidding Company/ Member in case of a Bidding Consortium	Name of the Company investing in the equity of the Rajgarh Transmission Limited	Relationship with Bidding Company /Member of the Bidding Consortium	% of equity participation in the Rajgarh Transmission Limited
(1)	(2)	(3)	(4)	(5)
TOTAL				100%

* In case the Bidder proposes to invest through its Affiliate(s) / Parent Company / Ultimate Parent Company, the Bidder shall declare shareholding pattern of such Affiliate(s) / Parent Company / Ultimate Parent Company and provide documentary evidence to demonstrate relationship between the Bidder and the Affiliate(s) / Parent Company / Ultimate Parent Company. These documentary evidences could be, but not limited to, demat account statement(s) / Registrar of Companies' (ROC) certification / share registry book, etc duly certified by Company Secretary.

Members of the Consortium or the Bidding Company making investment in the equity of the Rajgarh Transmission Limited themselves to fill in their own names in the column (3)

Signature and Name of authorized signatory in whose name power of attorney has been issued

Signature of authorized signatory

Name:

Designation:

Date.....

Company rubber stamp

ANNEXURE 9 -AUTHORISATION FROM PARENT / AFFILIATE OF BIDDING COMPANY / MEMBER OF BIDDING CONSORTIUM WHOSE TECHNICAL / FINANCIAL CAPABILITY HAS BEEN USED BY THE BIDDING COMPANY / MEMBER OF BIDDING CONSORTIUM.

[On the Letter Head of the Parent /Affiliate]

Name:.....
Full Address:
Telephone No.:.....
E-mail address:.....
Fax / No.:.....

To

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

**Sub: Authorisation for use of Technical / Financial Capability of M/s.....
(Insert name of Parent / Affiliate) by M/s (Insert name of Bidding
Company / Member of Bidding Consortium).**

We refer to the RFP dated 09.09.2021 ('RFP') issued by you for selection of Transmission Service Provider for establishing the Transmission System for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”**.

We confirm that M/s. (Insert name of Bidding Company/ Consortium Member) has been authorized by us to use our technical and/or financial capability [strikeout whichever is not applicable] for meeting the Qualification Requirements for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”**.

We have carefully read and examined in detail the RFP including in particular, Clause 2.1.4 of the RFP, and we are also submitting legally binding undertaking supported by a board resolution that all the equity investment obligations of M/s..... (Insert Name of Bidding Company / Consortium Member), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. For and on behalf of M/s..... (Insert Name of Parent / Affiliate)

.....

(Signature and stamp of Any Whole-time Director / Manager (supported by a specific Board Resolution) (refer Note 1 & 2 below) of Parent / Affiliate)

Name:

Date:

Place:

Please also affix common seal of Parent/Affiliate

Common Seal of
has been affixed in my/our
presence, pursuant to the
Board of Director's
resolution dated

.....

(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Notes:

1. Any whole-time Director / Manager of the Parent/Affiliate (supported by a specific Board Resolution).
2. In case of Manager, the Parent/Affiliate should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

The Company Secretary also certifies that the Parent / Affiliate does not have any Managing Director.

3. The above undertaking can be furnished by Ultimate Parent of Technically Evaluated Entity or Financially Evaluated Entity, as the case maybe, if legally binding undertaking shall be furnished by the Ultimate Parent at the RFP stage on behalf of such Financially Evaluated Entity/Technically Evaluated Entity.

**ANNEXURE 10- FORMAT OF UNDERTAKING BY TECHNICALLY / FINANCIALLY
EVALUATED ENTITY //ULTIMATE PARENT COMPANY**

**[On the Letter Head of the Technically / Financially Evaluated Entity //Ultimate Parent
Company]**

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To:

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Sub: Undertaking for equity investment

Dear Sir,

We refer to the Request for Proposal dated _____ ('RFP') issued by you regarding setting up of transmission system for **Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh** Project on build, own, operate and maintain basis.

We have carefully read and examined in detail the RFP and the RFP, including in particular, Clause 2.1.4 of the RFP and Clauses 2.5.2 and 2.5.8 of the RFP, regarding submission of an undertaking regarding the investment in the equity share capital of Rajgarh Transmission Limited and provisions for minimum equity holding and equity lock-in. We have also noted the amount of the equity investment required to be made in Rajgarh Transmission Limited by the [Insert the name of the Bidder or the Consortium Member or investing Affiliate] for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of[Insert the name of the Bidder or the Consortium Member or investing Affiliate] to invest in full or in part, in the equity share capital of Rajgarh Transmission Limited as specified in the Bid, we shall invest the said amount not invested by.....[Insert the name of the Bidder or the Consortium Member or investing Affiliate] in Rajgarh Transmission Limited by purchase of existing shares or subscribing to the new shares of Rajgarh Transmission Limited, as stipulated by you.

We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Signature of any Whole-time Director/ Manager (supported by a specific Board Resolution

The above undertaking should be signed and certified as true by any Whole-time Director /Manager (supported by a specific Board Resolution) (refer Note below) of the Bidding Company or of the Member, in case of a Consortium).

Common seal of.....has been affixed in my/our presence pursuant to Board of Director's Resolution dated

WITNESS:

1.
(Signature)
Name.....
Designation.....

2.
(Signature)
Name.....
Designation.....

Note:

1. Deleted
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 / Companies Act 2013 (as the case may be) for the purpose in question.
3. The Company Secretary also certifies that the Company does not have a Managing Director.
4. Wherever required, extract of the charter documents and documents such as a Board resolution should be submitted for verification.

ANNEXURE 11 - FORMATS FOR BOARD RESOLUTIONS**Format 1****Format of the Board resolution for the Bidding Company / each Member of the Consortium / investing Affiliate / Parent Company / Ultimate Parent Company, where applicable**

[Reference Clause 2.5.2 of the RFP and the illustrations in Annexure 11A]

[Note: The following resolution no.1 needs to be passed by the Boards of each of the entity/(ies) making equity investment]

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

1. RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of.....% (.....per cent) of the total equity share capital of Rajgarh Transmission Limited representing the entire amount proposed to be invested by the company for the transmission system for **Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh**, partly by acquisition of the existing equity shares from REC Power Development and Consultancy Limited and / or partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: Equity investment obligations by the Bidding Company/each Member of the Bidding Consortium/investing Affiliate or Parent or Ultimate Parent should add up to 100%.]

[Note: In the event the Bidder is a Bidding Consortium, the following Board resolution no. 2 also needs to be passed by the Lead Member of the Bidding Consortium]

2. RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the said percentage limit to the extent becoming necessary towards the total equity share in the Rajgarh Transmission Limited, obligatory on the part of the company pursuant to the terms and conditions contained in the Consortium Agreement datedexecuted by the company as per the provisions of the RFP.

[Note: In the event, the investing entity is an Affiliate or Parent or Ultimate Parent of the Selected Bidder, the following Board resolution no. 3 shall also be passed by the Selected Bidder]

3. FURTHER RESOLVED THAT the Board hereby acknowledges the Board Resolution(s) passed by the..... [Name of the Affiliate(s)/ Parent / Ultimate Parent] regarding the investment of.....(....%) of the equity share capital requirements of Rajgarh Transmission Limited, which is to be invested by the[Name of the Affiliate(s)/ Parent / Ultimate Parent] for the Rajgarh Transmission Limited, partly by acquisition of the existing equity shares from REC Power Development and Consultancy Limited and partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: The following resolution no. 4 is to be provided by the Bidding Company / Lead Member of the Consortium only]

4. FURTHER RESOLVED THAT MR/MSbe and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

[Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or Whole Time Director/ Manager (supported by specific board resolution) of the Bidding Company or the Lead Member of Consortium.

In case it is signed by the Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 / Companies Act, 2013(as the case may be) for the purpose in question. The Company Secretary also certifies that the Company does not have a Managing Director.

- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidding Company, each Member of the Bidding Consortium.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.]

Format 2**Format for the Board resolution of Technically / Financially Evaluated
Entity / Parent Company / Ultimate Parent Company**

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

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the BPC, in the format specified in the RFP issued by the BPC, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to investpercent (.... %) of the total equity share capital of Rajgarh Transmission Limited representing the entire amount proposed to be invested by[insert the name of the Bidder or Member or investing Affiliate] for the said Project, in case of failure of[Insert the name of the Bidder or Member or investing Affiliate] to make such investment".

FURTHER RESOLVED THAT,be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the BPC through[Insert name of Bidding Company/Lead Member of the Consortium] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy**Company rubber stamp to be affixed****Note:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or Whole-time Director/Manager (supported by specific board resolution) of Technically / Financially Evaluated Entity / Parent Company / Ultimate Parent Company, as the case may be.

In case it is signed by the Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 / Companies Act, 2013 (as the case may be) for the purpose in question. The Company Secretary also certifies that the Company does not have a Managing Director.

2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in

such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

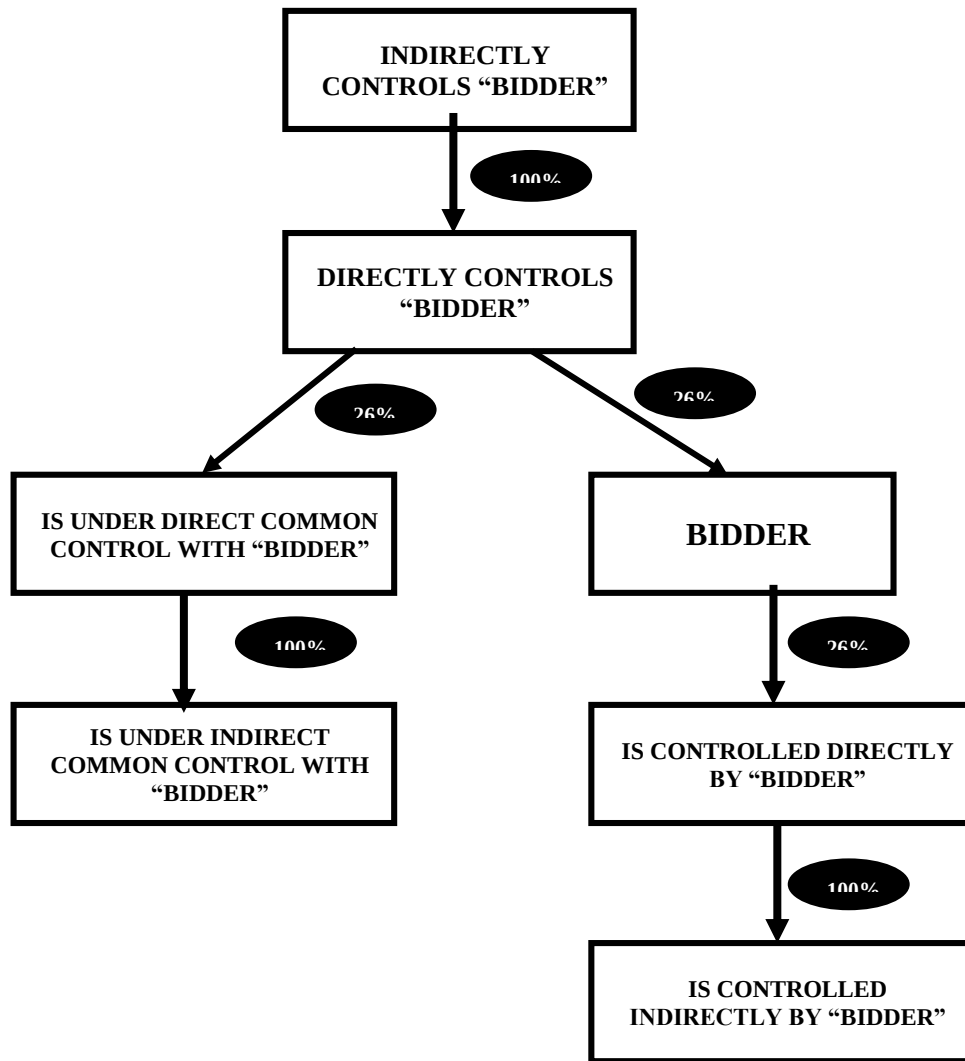
ANNEXURE 11A – ILLUSTRATION FOR APPLICABLE BOARD RESOLUTION REQUIREMENTS UNDER CLAUSE 2.5.2

Investor in the TSP	Entities (other than Bidder) whose credentials(financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10A)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from the Bidder	None
Bidder himself for 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1, 2, and 4 from the Bidder b) Format 2 of Annexure 11 by either Technically/ Financially Evaluated Entity(ies) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.	Yes, by either Technically / Financially Evaluated Entity(ies) Affiliate(s) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder. b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and /or Parent and /or Ultimate Parent investing in the equity	None
Bidder himself + others (Affiliate and/or Parent Company	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder. b) Format 1 of Annexure 11 -	Yes, by either Parent/ Affiliate(s) whose credentials have been used, or Ultimate Parent

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10A)
and/or Ultimate Parent) in aggregate holding 100% equity		Resolution: 1 from the Affiliate and/or Parent and/or Ultimate Parent investing in the equity c) Format 2 of Annexure 11 by either Parent / Affiliate(s) whose credentials have been used and /or Ultimate Parent investing in the equity	

ANNEXURE 12 - FORMAT FOR ILLUSTRATION OF AFFILIATES

Date:(should be as on 7 days prior to submission of Bid)



NOTE: Bidder to provide the illustration, as applicable in their case, duly certified by the Company Secretary and supported by documentary evidence in this regard.

ANNEXURE 13 - FORMAT FOR DISCLOSURE**[On the letter head of Bidding Company / Each Member in a Bidding Consortium]****DISCLOSURE**

We hereby declare that the following companies with which we/ have direct or indirect relationship are also separately participating in this Bid process as per following details

S. No.	Name of the Company	Relationship
1.		
2.		
3.		

In case there is no such company please fill in the column “name of the company” as Nil.

Further we confirm that we don’t have any Conflict of Interest with any other company participating in this bid process.

Certified as True

.....
(Signature)

Name:

Signature & Name of any whole-time Director / Manager (supported by a specific Board Resolution)

The above disclosure should be signed and certified as true by the any whole-time Director / Manager (supported by a specific Board Resolution) (refer Note below) of the Bidding Company or of the Member, in case of a Consortium).

Note:

1. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

The Company Secretary also certifies that the Company does not have any Managing Director.

ANNEXURE 14 - FORMAT OF THE BID BOND**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK
GUARANTEE FOR BID BOND**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
Foreign entities submitting Bids are required to follow the applicable law in their country)

In consideration of the[Insert name of the Bidder] submitting the Bid inter alia for establishing the transmission system for[Name of Project] on build, own, operate and maintain basis, in response to the RFP dated issued by[Name of BPC], and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of [Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to[Name of BPC] or its authorized representative at[Address of BPC] forthwith on demand in writing from[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees Only (Rs _____ Crore), on behalf of M/s.....[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees Only (Rs _____ Crore). Our Guarantee shall remain in force until[Date to be inserted on the basis of Clause ____ of this RFP].[Name of BPC] or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date, which is 365 days after the date in the preceding sentence]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from[Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to[Name of BPC] or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require[Name of BPC] or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against[Name of BPC] or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of three hundred sixty five (365) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if _____[Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day ofat.....

Witness:

1.....
Name and Address

Signature:
Name:

2.
Name and Address

Designation with Stamp:

Signature

Attorney as per power of attorney

No.....

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this.....day of.....20.....

Notes:

1. The Stamp Paper should be in the name of the Executing Bank.

ANNEXURE 14 A- FORMAT OF THE BID SECURITY DECLARATION

[On the Letter Head of the Bidding Company/Lead Member of Bidding Consortium]

Date:

To,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid Security Declaration in lieu of Bid Bond in respect of Bid for selection of Bidder as TSP to establish transmission system for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”

Being duly authorized to present and act on behalf of M/s (insert name of Bidding Company / Bidding Consortium) (hereinafter called the “Bidder”) and having read and examined in detail the Request for Proposal (RFP) document, the undersigned hereby agree the following:

1. We, (insert name of Bidding Company / Bidding Consortium) are submitting the Bid for establishing the transmission system for “**Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh**” on build, own, operate and maintain basis, in response to the RFP dated 09.09.2021 issued by REC Power Development and Consultancy Limited, as per the terms of the RFP.
2. We, (insert name of Bidding Company / Bidding Consortium) are submitting this Bid Security Declaration in lieu of the Bid Bond.
3. We, (insert name of Bidding Company / Bidding Consortium) have read the terms & conditions of RFP in particular regarding invocation/ forfeiting of the Bid Bond by the BPC under various circumstances.

We agree that, (insert name of Bidding Company / Bidding Consortium) shall be suspended from participation in the bidding process for future Inter-State transmission projects of Ministry of Power, GoI to be developed through tariff based competitive bidding route for a period of two years from the bid submission date upon occurrence of a situation that otherwise would have led to revocation/forfeiture of Bid Bond as per provisions of RFP.

For and on behalf of Bidding Company/Consortium

M/s.....
.....

(Signature of authorised signatory)

Name:
Designation:
Date:
Place:

ANNEXURE 15 - FORMAT FOR CONTRACT PERFORMANCE GUARANTEE

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country. To be provided separately in the name of each of the Long Term Transmission Customers), in proportion to their Allocated Project Capacity as provided in Clause 2.12 of this document)

In consideration of the [Insert name of the Selected Bidder or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the TSA dated and the other RFP Project Documents and [Name of BPC], agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the.....[Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to [Insert Name of the Long Term Transmission Customer] at.....Insert the Place from the address of the Long Term Transmission Customer indicated in the TSA] forthwith on demand in writing from [Name of the Long Term Transmission Customer] or any officer authorized by it in this behalf, any amount up to and not exceeding Rupees.....Crores (Rs.....) only [Insert the amount of the bank guarantee in respect of the Long Term Transmission Customer as per the terms of TSA separately to each Long Term Transmission Customer in the ratio of Allocated Project Capacities as on the date seven (7) days prior to the Bid Deadline] on behalf of M/s..... [Insert name of the Selected Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and includingand shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to RupeesCrores (Rs.....) only. Our Guarantee shall remain in force until..... [Insert the date of validity of the Guarantee as per Clause 2.12.1 of the RFP]. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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

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

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to RupeesCrores (Rs) only and it shall remain in force until [Date to be inserted on the basis of Article 3.1.2 of TSA], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by..... [Insert name of the Selected Bidder or Lead Member in case of the Consortium]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

In witness where of:

Signature.....

Name:

Power of attorney No.:

For:

..... [Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

1. The Stamp Paper should be in the name of the Executing Bank.

ANNEXURE 16 – FORMAT OF CHECKLIST FOR TECHNICAL BID SUBMISSION REQUIREMENTS

[This format needs to be duly filled in, signed by the authorised signatory of the Bidder (Bidding Company / Lead Member in case of a Bidding Consortium) and submitted along with the Bidder's Technical Bid]

Technical Bid Submission Requirements	Response (Yes / No)
1. Format for the Covering Letter on the letterhead of Bidding Company or Lead Member of the Consortium, as applicable;	☐ Yes ☐ No
2. Format for Letter of Consent from each Consortium Member, including Lead Member, on their respective letterheads;	☐ Yes ☐ No
3. Format for evidence of authorized signatory's authority (Power of Attorney to be submitted in original);	☐ Yes ☐ No
4. Board resolution from the Bidding Company / Lead Member of the Consortium in favour of the person executing the Power of Attorney as per Annexure 3 ;	☐ Yes ☐ No
5. Power of Attorney from each Consortium Member in favour of Lead Member to be provided by each of the other Members of the Consortium (to be submitted in original) as per Annexure 4 ;	☐ Yes ☐ No
6. Board Resolution from each Member of the Consortium, other than the Lead Member, in favour of their respective authorized representatives for executing the POA, Consortium Agreement and signing of the requisite formats;	☐ Yes ☐ No
7. Format for Bidder's composition and ownership structure, along with status of equity holding (owning ten percent or more of the total paid up equity) not earlier than thirty (30) days prior to the Bid Deadline as per Annexure 5 ;	☐ Yes ☐ No
8. Consortium Agreement duly signed as per Annexure 6 (to be submitted in original), along with Appendix-1, indicating the responsibilities and obligations of each Member of the Consortium;	☐ Yes ☐ No
9. Format for Qualification Requirement:	☐ Yes ☐ No
a. Calculation sheets, detailing computation of Networth considered for meeting Qualifying Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / each Member in case of a Bidding Consortium / FEE in cases where credentials of FEE is taken;	☐ Yes ☐ No
b. Calculation sheets, detailing computation of capital expenditure of projects considered for meeting Qualification Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / Lead	☐ Yes ☐ No

Technical Bid Submission Requirements	Response (Yes / No)
Member in case of Bidding Consortium / TEE in cases where credentials of TEE is taken; c. Last three (3) financial years' unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity d. Unconsolidated audited annual accounts of both the TEE and the Bidding Company/Lead member, as applicable, for the financial years in which financial closure was achieved and the financial year in which the said project was completed / commissioned. 10. Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the Company Secretary of Bidding Company or each Member in case of a Consortium including Lead Member. 11. Attachment of Annexure 7(D), detailing projects completed / commissioned and for which commercial operation has commenced including Executive Summary for each project. 12. For each project listed in the attachment above, certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by any whole time Director/Manager (supported by a specific Board resolution) in support of technical capability as defined in Clause 2.1.2 of RFP. 13. Authorization from Parent / Affiliate of Bidding Company / Member of Bidding Consortium whose technical / financial capability has been used by the Bidding Company / Member of Bidding Consortium. 14. Undertaking from Technically Evaluated / Financially Evaluated Entity (ies) or from Ultimate Parent for Equity Investment 15. Initialling of all pages of Technical Bid by the Authorized Signatory in whose favour the POA (Annexure 3) has been executed. 16. Format for Illustration of Affiliates as on seven (7) days prior to the Bid Deadline, duly certified by Company Secretary and supported by documentary evidence. 17. Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC etc. submitted as documentary evidence along with Annexure 12.	☐☐Yes ☐☐No ☐☐Yes ☐☐No ☐☐Yes ☐☐No ☐☐Yes ☐☐No ☐☐Yes ☐☐No ☐☐Yes ☐☐No ☐☐Yes ☐☐No ☐☐Yes ☐☐No ☐☐Yes ☐☐No ☐☐Yes ☐☐No ☐☐Yes ☐☐No

Technical Bid Submission Requirements	Response (Yes / No)
18. Format for Disclosure by Bidding Company / each Member of the Consortium.	☐ Yes ☐ No
19. Format for Authorisation submitted in Non-Judicial stamp paper duly notarized as per Annexure 5 from the Bidding Company / each Member of the Consortium authorizing the BPC to seek reference from their respective bankers & others.	☐ Yes ☐ No
20. Bidders Undertaking and details of Equity Investment	☐ Yes ☐ No
21. Proof of Payment of RFP Fees	☐ Yes ☐ No
22. Bid Security Declaration	☐ Yes ☐ No
23. Board Resolution as per Annexure 11 (If required)	☐ Yes ☐ No

[**Note:** The checklist is not exhaustive. Bidders are required to submit all the information/documents as per requirement of RFP]

For and on behalf of Bidder

M/s.

.....
(Signature of authorised signatory)

ANNEXURE 17 – LIST OF BANKS

1. Scheduled Commercial Banks

Nationalised Banks

1. State Bank of India
2. Bank of India
3. Bank of Maharashtra
4. Bank of Baroda
5. Canara Bank
6. Central Bank of India
7. Indian Bank
8. Indian Overseas Bank
9. Punjab National Bank
10. Punjab and Sind Bank
11. Union Bank of India
12. UCO Bank

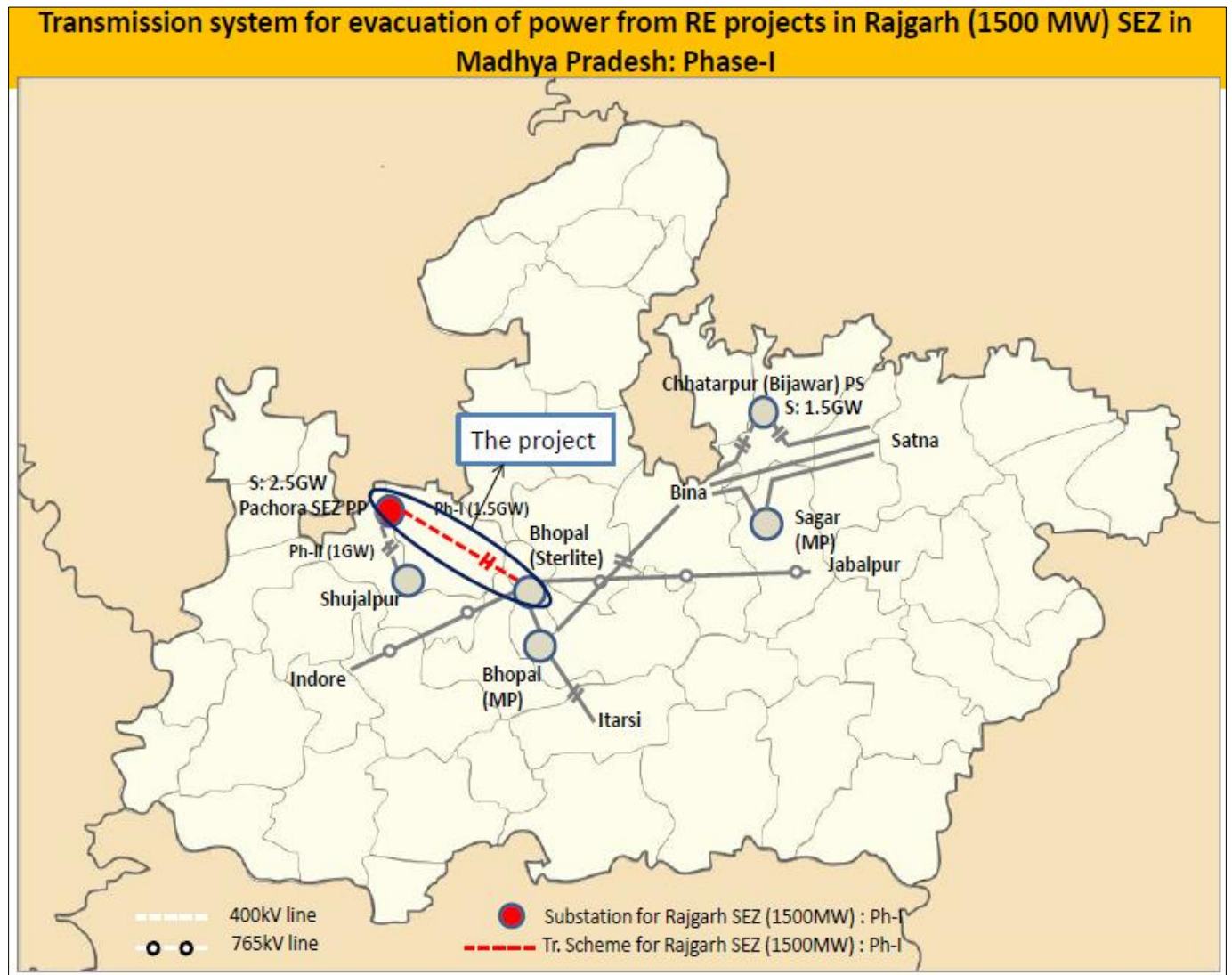
2. Foreign Banks

1. Banks of America NA
2. MUFG Bank
3. BNP Paribas
4. Calyon Bank
5. CitiBank N.A.
6. Deutsche Bank A.G.
7. The Hongkong and Shanghai Banking Corporation Ltd.
8. Standard Chartered Bank
9. Sumitomo Mitsui Banking Corporation
10. Societe Generale
11. Barclays Bank
12. ABN Amro Bank N.V.
13. Bank of Novascotia
14. Mizuho Bank Ltd.
15. DBS Bank Ltd

3. Scheduled Private Banks

1. ICICI Bank Ltd.
2. HDFC Bank Ltd.
3. IDBI Bank Ltd
4. Axis Bank
5. Kotak Mahindra Bank
6. IndusInd Bank
7. IDFC Bank

ANNEXURE 18 -GRID MAP OF THE PROJECT



ANNEXURE 19 - LIST OF LONG TERM TRANSMISSION CUSTOMERS

Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Law under which incorporated	Allocated Project Capacity (in MW)*
1.				
2.				
3.				
4.				
5.				
6.				
7.				

* While the bidding is being done on the basis of existing Standard Bidding Documents (SBDs), and the list of LTTC is being provided as per the format of the existing SBDs. It is clarified that the transmission charges will be shared and recovered as per the applicable CERC regulation.

Note: The above list of Long Term Transmission Customers subject to change. Any addition or deletion in this list after the award of Lol shall be duly notified to the parties to the TSA.

The new Long Term Transmission Customers shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplemental Agreement as annexed in Schedule 12 to the TSA.

ANNEXURE 20 - FORMAT FOR CLARIFICATIONS / AMENDMENTS ON THE RFP / RFP PROJECT DOCUMENTS

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

Signature

Name.....

For

Bidder's Rubber Stamp and Full Address.

(Note: This format shall be used for submission of requests for clarifications/ amendments on the draft RFP Project Documents as per the provisions of Clause 2.3.1)

ANNEXURE 21 - FORMATS FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1: - DRAFT TRANSMISSION SERVICE AGREEMENT (Provided separately)

ENCLOSURE 2: - SHARE PURCHASE AGREEMENT (Provided separately)

ANNEXURE 22 - FORMAT FOR FINANCIAL BID

Quoted Transmission Charges

Year (Term of License)	Commencement Date of Contract Year	End Date of Contract Year	Quoted Non-Escalable Transmission Charges (in Rupees Millions)	Quoted Escalable Transmission Charges (in Rupees Millions)
(1)	(2)	(3)	(4)	(5)
1	Scheduled COD 13.06.2023 (Refer note 7 and 9)	31-March		
2	1-April	31-March		
3	1-April	31-March		
4	1-April	31-March		
5	1-April	31-March		
6	1-April	31-March		
7	1-April	31-March		
8	1-April	31-March		
9	1-April	31-March		
10	1-April	31-March		
11	1-April	31-March		
12	1-April	31-March		
13	1-April	31-March		
14	1-April	31-March		
15	1-April	31-March		
16	1-April	31-March		
17	1-April	31-March		
18	1-April	31-March		
19	1-April	31-March		
20	1-April	31-March		
21	1-April	31-March		
22	1-April	31-March		
23	1-April	31-March		
24	1-April	31-March		
25	1-April	31-March		
26	1-April	31-March		
27	1-April	31-March		
28	1-April	31-March		
29	1-April	31-March		
30	1-April	31-March		
31	1-April	31-March		
32	1-April	31-March		
33	1-April	31-March		
34	1-April	31-March		
35	1-April	31-March		
36	1-April	35 th anniversary of the Scheduled COD		

		(Refer note 8 and 9)		
--	--	----------------------	--	--

Notes

1. The Bidders are required to ensure compliance with the provisions of Clause 2.5.3 of this RFP.
2. Quotes to be in Rupees Millions and shall be up to two (2) decimal points.
3. The contents of this format shall be clearly typed.
4. All pages of this format shall be signed by the authorized signatory in whose name power of attorney as per Clause 2.5.2 is issued.
5. Ensure 36 values of the Quoted Non-Escalable Transmission Charges and only 1 value for Quoted Escalable Transmission Charges, unless firm Transmission Charges are quoted.
6. In the likely situation of Bidders quoting firm Transmission Charges, the single value for the Quoted Escalable Transmission Charges should be filled as Nil.
7. Charges quoted for the first Contract Year would be the charges applicable for the period from the immediately preceding 1 April from the Scheduled COD till the immediately succeeding 31 March.
8. Charges quoted for the last Contract Year would be the charges applicable from immediately preceding 1 April to the date of thirty-fifth anniversary of the Scheduled COD till the immediately succeeding 31 March.
9. However, in cases of both (7) and (8) above, total Transmission Charges payable to the TSP will be computed proportionately for the total number of days in the first and the last Contract Year respectively.

Name and signature of authorized signatory in whose name power of attorney / Board resolution as per Clause 2.5.2 is issued.

Signature of authorized signatory

Name:

Designation:

Date:

Company rubber stamp

**ANNEXURE 23 – ILLUSTRATION OF THE BID EVALUATION/COMPUTATION OF
LEVELIZED TRANSMISSION CHARGES**

PROVIDED AS EXCEL FILE IN CD ENCLOSED HEREWITH

ANNEXURE A

Technical Details with respect to electronic bidding

Registration Methodology

In order to submit online bids in the e-bidding process for selection of Transmission Service Provider, interested Bidders are required to register themselves with the e-procurement website of MSTC Limited namely www.mstcecommerce.com/eprochome/tsp/index.jsp. To register with the website, the Bidder is required to fill up the online form available under the link Register as Vendor in the above website and fill up the same and click on Submit.

During this process, the bidder shall create his user id and password and keep note of the same. The bidder shall ensure that the secrecy of his user id and password is maintained at all time and he/she shall alone be responsible for any misuse of the user id and password.

The bidder may check the details entered by it before final submission. On successful submission of the online registration Form, the bidder shall receive a confirmation mail in the registered email address advising the bidder to submit the following documents.

- i. Self attested Income Tax PAN Card. In case of a registered Company or Firm, the Firm's PAN card and in case of a proprietorship firm, proprietor's personal PAN card is required. In case of partnership firm, PAN of the firm and that of the authorized partner are to be submitted.
- ii. Copy of the confirmation email Letter received from MSTC after successful completion of on-line registration..
- iii. A non refundable registration fee of Rs 10,000/- plus applicable GST to be paid online.

Please provide details of payment made like UTR No, remitting bank name, date of payment and amount in the covering letter.

The bidder shall have to submit all the above documents to MSTC Limited for verification and activation of their login ids. The bidders should send scanned copies of the above documents to the designated email id only which is given below.

tsp@mstcindia.co.in

It may be noted that bidders need not visit any of the offices of MSTC Limited for submission of the documents.

Contact persons of MSTC Limited:

Mr. Chirag Sindhu, 9830336290

Mr. Setu Dutt Sharma, 7878055855

Once the complete set of documents and requisite registration fee are received from a bidder, MSTC shall activate the bidder's login after verification / scrutiny of the documents. MSTC Limited reserves the right to call for additional documents from the bidder if needed and the bidder shall be obliged to submit the same.

On completion of the above stated registration process, a bidder shall be able to login to MSTC's website.

ANNEXURE B

Technical Specifications of Transmission System

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

1. The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.
2. Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable.
3. Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.
4. Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

Solidity Ratio	Drag Coefficient
Upto 0.05	3.6
0.1	3.4
0.2	2.9
0.3	2.5
0.4	2.2
0.5 and above	2.0

5. Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.
6. Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of high intensity winds (HIW) due to thunderstorms, dust-storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line.
7. Triple and quadruple circuit towers and towers with more than two sub-conductors per phase up to 400 kV shall be designed for reliability level 2.
8.
 - A) For power line crossing of 400 kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
 - B) For power line crossing of 132 kV and 220 kV voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing

depending upon the merit of the prevailing site condition and line deviation requirement.

- C) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
- D) For crossing of railways, national highways and state highways, the rules / regulations of appropriate authorities shall be followed.

9. The relevant conductor configuration shall be as follows: -

- i) Type of conductor: HTLS (High Temp & low Sag)

Basic parameters:

Transmission Line	Ampacity of HTLS conductor	Minimum Conductor diameter (mm)	Maximum DC Resistance at 20°C (Ω/km)	Sub-conductor Spacing (mm)
400kV Transmission line with Twin HTLS Conductor	1596 A	28.62	0.05552	450

- ii) Type of conductor: ACSR / AAAC / AL59

Basic parameters:

Transmission line	ACSR Conductor specified	Equivalent minimum size of AAAC conductor based on 53.5% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of Al Alloy	Sub-conductor Spacing
400kV D/C (Quad ACSR/ AAAC/ Al 59) transmission lines	Moose: 54/3.53mm-Al + 7/3.53 mm- Steel, 31.77 mm diameter 528.5 sq mm, Aluminum area, Maximum DC Resistance at 20°C (Ω/km):0.05552 Minimum UTS: 161.20 kN	Stranding details: 61/3.55mm 31.95mm diameter; 604 sq. mm Aluminum alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.0568 Minimum UTS: 167.99 kN	Stranding details: 61/ 3.31 mm 29.79 mm diameter; 525 sq. mm Aluminum alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.0566 Minimum UTS: 124.7 kN	457 mm

Note:

1. The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C for ACSR as well as AAAC and AL59.

2. TSP may use either of the conductor configuration (Quad / HTLS) for Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line (Quad / HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end.

10. The required phase to phase spacing and horizontal spacing for 400kV line shall be governed by the tower design as well as minimum live metal clearances for 400kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400kV lines shall not be less than 8m.
11. All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613.

Minimum live metal clearances for 400 kV line:

a).(i) Under stationary conditions:

From tower body: 3.05m

a).(ii) Under Swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (22°)	3.05 mtrs
b) Swing angle (44°)	1.86 mtrs

b) Minimum ground clearance: 8.84 m

c) Minimum mid span separation between earthwire and conductor: 9.0 m

12. Shielding angle shall not exceed 20 deg for 400kV D/C Line transmission line.
13. The Fault current for design of line shall be 63kA for 1 sec for 400kV.
14. In case of 400kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard steel (GSS) or ACSR or any other suitable conductor type depending upon span length and other technical consideration.
15. Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance at tension tower for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.
16. Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river,

maximum velocity of water, highest flood level, scour depth & anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.

17. Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line.
18. Wherever, transmission lines are passing through coastal/ creek regions, the fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 gram/sq m of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610 gram/ sqm of surface area. The average zinc coating for all sections and plates 5mm and above shall be maintained as 127 microns and that for plates and sections below 5mm shall be maintained as 87 microns.
19. For foundation in creek or aggressive soil areas, Concrete of M30 Grade design Mix conforming to IS 456 and epoxy coated reinforcement as per IS 13620 shall be used.
20. For transmission line sections passing within a distance of 50 km from the boundary of the two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.
21. Wherever the transmission line is passing through cyclone prone areas i.e. areas upto 60 km from coast:
 - a) K4 factor (Importance factor for cyclonic region) of 1.3 shall be considered for tower design.
 - b) Terrain Category- I ($K_2=1.08$) shall be used for transmission lines in exposed open terrain with few or no obstruction and open sea coasts.
 - c) The number of consecutive spans between the section points / angle point shall not exceed 10 spans or 3km instead of conventional practice of 15 spans or 5km in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension towers/angle towers and angle of deviation should be based on the site requirement.
 - d) Measures for foundation & reinforcement of foundation and protection against corrosion
 - i. Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade with potable water can be used at locations where transportation of ready mix concrete is not feasible. Minimum cement content in any case shall not be less than 330kg/m³.
 - ii. Double coat 20mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300mm below Ground level to give protection to concrete surface from environmental and saline effect.
 - iii. The surface of the reinforced steel may be treated with epoxy based coating to enhance corrosion performance of foundation in coastal areas. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6kg/m² per coat shall be applied on all exposed faces of foundation (i.e. pedestal & base slab)
 - e) The top of the chimney of foundation should be atleast above HFL or the historical water stagnation/logging level (based on locally available data) or above High Tide Level of 500 mm above Natural Ground Level (whichever is higher) in areas prone to

flooding/water stagnation like paddy field/agricultural field and undulated areas to avoid direct contact of water with steel part of tower.

- f) Before coping of chimney top portion, three coats of anti-corrosive paint of minimum 30-35 microns dry film thickness each shall be applied on the stub in the 50mm coping portion as well as up to 350mm above CL portion.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220 kV Pachora SEZ PP substation shall be conventional AIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.

1.0 Salient features of Substation Equipment and Facilities

The design and specification of substation equipment are to be governed by the following factors:

1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl No	Description of parameters	400/220kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.
		400 kV System	220 kV System	400 kV System
1.	System operating voltage	400kV	220kV	400kV
2.	Maximum voltage of the system (rms)	420kV	245kV	420kV
3.	Rated frequency	50Hz	50Hz	50Hz
4.	No. of phase	3	3	3
5.	Rated Insulation levels			
i)	Impulse withstand voltage for (1.2/50 micro sec.)			
	- for equipment other than Transformer and Reactor	1425kVp	1050kVp	1425kVp
	- for Insulator String	1550kVp	1050kVp	1550kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050kVp	-	1050kVp
iii)	One-minute power frequency dry withstand voltage (rms)	630kV	-	630kV
iv)	One-minute power frequency dry and wet withstand voltage (rms)	-	460kV	-
6.	Corona extinction voltage	320kV	-	320kV

Sl No	Description of parameters	400/220kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.
		400 kV System	220 kV System	400 kV System
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volts at 266kV rms	1000 micro-volts at 156kV rms	1000 micro-volts at 266kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31mm/kV)	7595 mm (31mm/kV)	13020 mm (31mm/kV)
9.	Minimum creepage distance for switchyard equipment	10500mm (25mm/kV)	6125 mm (25mm/kV)	10500mm (25mm/kV)
10.	Max. fault current	63kA	50kA	50kA
11.	Duration of fault	1 sec	1 Sec	1 Sec

1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400kV side	220kV side
400/220kV Pachora SEZ PP	One & half breaker (AIS)	Double Main & Transfer (AIS)
400kV Bhopal (Sterlite) Extn.	One & half breaker (AIS)	-----

Notes: -

- At 400kV voltage level, each circuit of a double circuit transmission line shall be terminated in different diameters.
- Transformers of same HV rating shall not be in the same diameter and similarly bus reactors of same HV rating shall also not be in the same diameter.

2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the transmission line capacity.

Sl. No	Description of bay	400/220kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.
		400kV	220 kV	400kV

1.	Bus Bar	4000A	4000A	4000A
2.	Line bay	3150A	1600A	3150A
3.	ICT bay	3150A	1600A	-
4.	Bus Reactor bay	3150A	-	-
5.	Bus Coupler bay	-	3150A	-
6.	Transfer Bus coupler bay	-	1600A	-

2.1 400/220/33kV, 3-phase Autotransformer

500 MVA 400/220/33 kV, 3-phase Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

2.2 420kV, 3-Phase, Shunt Reactor

125 MVAR, 420 kV, 3-Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

Neutral Grounding Reactor (NGR) and Surge Arrester for 420 kV line reactors

The neutral of the line reactors (wherever provided) shall be grounded through Neutral Grounding Reactors (NGR) of value as indicated in the scope to facilitate single phase auto-reclosure. NGR shall be provided with bypass arrangement through a breaker so that the line reactor can be used as Bus Reactor as and when required. The neutral of Bus Reactor shall be solidly grounded. NGR shall be oil filled or dry type air core for outdoor application. NGR shall conform to CEA's "Standard specifications and technical parameters of transformers and reactors (66kV and above)". Technical parameters of NGR shall be as specified in Annexure-A of abovementioned document.

The surge arresters (rated voltage of arrester in co-ordination with ohmic of NGR shall be decided by the TSP) shall be provided & physically located between the neutral of shunt reactor (brought out at 145kV class bushing) and neutral grounding reactor. The surge arresters shall be of heavy duty station class gapless Metal oxide (ZnO) type conforming in general to IEC-60099-4. Arresters shall be hermetically sealed units, of self-supporting construction, suitable for mounting on structures.

2.3 400kV&220kV AIS Substation equipment (as applicable)

2.3.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform with IEC: 62271-100, IEC: 62271-1 and shall be of SF6 Type. The circuit breakers shall be of class C2-M2 (as per IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 40ms for 400kV circuit breakers and 60ms for 220kV circuit breakers. 400kV, 220kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400kV lines of more than 200km length shall be provided with pre insertion closing resistor of about 400 ohms maximum with 8ms minimum insertion time or Controlled Switching Device. The shortline fault capacity shall

be same as the rated capacity and this is proposed to be achieved without use of opening resistors. The controlled switching device shall be provided in 400kV Circuit breaker of switchable line reactor and in Main & Tie circuit breakers of line with non-switchable line reactors and Bus reactors and 400/220 kV Transformers (as applicable).

2.3.2 Isolators (AIS)

The isolators shall comply with IEC 62271-102 in general. 400 kV and 220kV Isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Isolator rated for 400kV and 220kV shall be of extended mechanical endurance class - M2 and suitable for bus transfer current switching duty. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400kV and 220kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 400kV shall have six cores (four for protection and two for metering). 220kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. Accuracy class for protection core shall be PX and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400kV voltage class.

2.3.4 Capacitor Voltage Transformers (AIS)

Capacitive Voltage transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. Accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive voltage transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400kV and 220kV shall be of 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 50VA for metering core) for better sensitivity and accuracy.

2.3.5 Surge Arresters (AIS)

336kV Station High (SH) class gapless type Surge arresters & 216kV Station Medium (SM) class gapless type Surge arresters with thermal energy (Wth) of minimum 12 kJ/kV & 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 420kV & 245kV systems respectively. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided near line entrances, transformers & Reactor so as to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

2.4 Protection Relaying & Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

400kV and 220kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 400kV and 220kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware & manufacturing platform or different principle of operation.

However, Line Current Differential relay (with back up distance protection feature) as Main-I and Main-II shall be considered at both ends for short lines (line length below 30km) having Fibre Optic communication link. Differential relay at remote end shall also be provided by the TSP. Associated power & control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of 220kV line bays where the line lengths are not indicated, Numerical Distance protection relay as Main-I and Line Current differential relay (with back up distance protection feature) as Main-II shall be provided. Further, in such case, the matching line current differential relay for remote end shall be provided by the remote end bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 400kV and 220kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400kV lines shall also be provided with two stages over voltage protection. Over voltage protection & distance to fault locator may be provided as in-built feature of Main-I & Main-II protection relays. Auto reclose as built-in function of Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.

For 400kV and 220kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b) Auto Transformer Protection

These shall have the following protections:

- a. Numerical Differential protection
- b. Numerical Restricted earth fault protection
- c. Numerical Back-up Over-current and earth fault protection on HV & IV side
- d. Numerical Over fluxing protection on HV & IV side
- e. Numerical Overload alarm
- f. Numerical Back up Impedance protection (HV Side)

Further, Numerical Back-up Over-current and earth fault protection on HV & IV side of autotransformer shall not be combined with other protective functions (except back up Impedance protection) in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker & isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The Over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control & protection IEDs to be provided for autotransformer.

c) 400kV Reactor Protection

Reactor shall be provided with the following protections:

- a. Numerical Differential protection.
- b. Numerical Restricted earth fault protection
- c. Numerical Back-up impedance protection

Besides these, reactors shall also be provided with Buchholz relay, MOG with low oil level alarm, protection against oil and winding temperatures & pressure relief device, etc.

d) Bus bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400kV and 220kV buses. Duplicated bus bar protection is envisaged for 400kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as future bays envisaged i.e. input / output modules for future bays shall also be provided.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

e) Local Breaker Back up Protection

This shall be provided for each 400kV and 220kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

- a. LBB & REF relays shall be provided separately from transformer differential relay.
- b. LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).
- c. Over fluxing & overload protection can be provided as built-in feature of differential relay.
- d. In 400kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.

2.5 Substation Automation System

- a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation system, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 220kV and above. All bay control units as well as protection units are normally connected through an Optical fibre high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in Substation Automation System.

At new substations, the Substation Automation System (SAS) shall be suitable for operation and monitoring of the complete substation including proposed future bays/elements.

In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

In existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway & modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement. Any augmentation work at RLDC/SLDC is excluded from TSP's scope. However, all the configuration work at substation end required to send data to RLDC/SLDC shall be in the scope of TSP.

b) Time synchronisation equipment

Time synchronization equipment complete in all respect including antenna, cable, processing equipment required to receive time signal through GPS or from National Physical Laboratory (NPL) through INSAT shall be provided at new substations. This equipment shall be used to synchronize SAS & IEDs etc.

3 Substation Support facilities

Certain facilities required for operation & maintenance of substations as described below shall be provided at new substation. In existing substation, these facilities have already been provided and would be extended/ augmented as per requirement.

3.1 AC & DC power supplies

For catering the requirements of three phase & single phase AC supply and DC supply for various substation equipment, the following arrangement is envisaged. However, for substation extensions/ augmentation, existing facilities shall be augmented as required: -

- (i) For LT Supply at each new Substation, two (2) nos. of LT Transformers (minimum 630kVA for substations with highest voltage rating as 400kV) shall be provided out of which one shall be connected with SEB/DISCOM supply and other one shall be connected to tertiary of Transformer.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33kV tertiary of Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by CTU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33kV tertiary of Transformer by local SEB/DISCOM for energy accounting.

- (ii) 2 sets of 220V battery banks for control & protection and 2 sets of 48V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger. Battery shall be of VRLA type.
- (iii) Suitable AC & DC distribution boards and associated LT Switchgear shall be provided at new substation.

For new substation, following switch boards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

- a) 415V Main Switch board – 1 nos.
- b) AC distribution board – 1 nos.
- c) Main lighting distribution board – 1 no.
- d) Emergency lighting distribution board – 1 no.
- e) 220 Volt DC distribution board – 2 nos.

- f) 48 Volt DC distribution board – 2 nos.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC & DC distribution boards shall have modules for all the feeders (including future as specified).

- (iv) At new Substation, one no. of DG set (minimum 250kVA for substations with highest voltage rating as 400kV) shall be provided for emergency applications considering future bays.
- (v) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).
- (vi) For substation extensions, existing facilities shall be augmented as required.

3.2 Fire Fighting System

Fire-fighting system for substation including transformer & reactor shall conform to CEA (Measures Relating to Safety & Electric Supply) Regulations.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

At existing substations, the fire-fighting systems as available shall be extended to meet the additional requirements.

3.3 Oil evacuating, filtering, testing & filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

3.4 Illumination

Normal & emergency AC & DC illumination shall be provided adequately in the control room & other buildings of the substation. The switchyard shall also be provided with adequate illumination.

Lighting of the entire control room building, fire-fighting pump house, other building (if any) and switchyard shall be done by LED based low power consumption luminaires.

3.5 Control Room

For new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC & DC distribution boards, DC batteries & associated battery chargers, Fire Protection panels, Telecommunication panels & other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control

room shall have adequate space provision for laying of cables from control room for all the future bays also.

At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

3.6 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

3.7 Visual monitoring system (VMS) for watch and ward of substation premises:

Visual monitoring system for effective watch and ward of substation premises shall cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. The camera shall be high definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras.

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID & location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

4.0 General Facilities

- a. Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400kV future lines and Twin conductor for 220 kV future lines) wherever applicable.
- b. Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.
- c. TSP has to arrange for construction power and water on its own.

- d. All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 gm/sq.m and 900 gm/sq.m for coastal/ creek regions.
- e. In 400kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie & Future bay shall be designed considering the current rating of line bay i.e. 3150A.
- f. Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL) as per CEA Measures Relating to Safety and Electric Supply Regulations.

5.0 EXTENSION OF EXISTING SUBSTATION

The following drawings/details of existing substation is attached with the RFP documents for further engineering by the bidder.

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	400kV Bhopal (Sterlite) Extn.		
1.0	Single Line Diagram	Drg. No. 5429PS060-BHO-E-SYD-SLD-0401	Rev.02
2.0	General Arrangement	Drg. No. 5429PS060-BHO-C-SYD-AAR-0001	Rev.03
3.0	Earthmat Layout	Drg. No. 5429PS060-BHO-C-SYD-EAR-0202	Rev.01
4.0	Visual Monitoring System	Make: Delta, Model: ICON PRO Series-D	-
5.0	Bus Bar Protection (400kV System)	Make: ALSTOM Model: P741	-
6.0	Substation Automation System (SAS)	Make: GE , Model: DS AGILE Ver.6.4.0.5	-

Bidder is also advised to visit the substation sites and acquaint themselves with the topography, infrastructure such as requirement of roads, cable trench, drainage etc. and also the design philosophy.

SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall conform to the following requirements. The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. one tele-protection channel through PLCC and one tele-protection channel over FOTE in addition to one channel for speech plus data for each direction.

1 Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line

On Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line one (1) no. OPGW cable containing 24 Fibres (24F) is to be installed & commissioned by the TSP on one E/W peak and on other peak conventional earth wire to be installed. The TSP shall install this OPGW from gantry of Pachora SEZ PS up to the gantry of Bhopal (Sterlite) S/s with all associated hardware including Vibration Dampers, mid-way Joint Boxes and finally termination in Joint Boxes (called OPGW Hardware hereafter) end Substations. Repeater equipment is not envisaged for the Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line.

Maintenance of OPGW Cable & OPGW Hardware shall be responsibility of TSP.

2 Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PS with 420 kV (125 MVAR) bus reactor

- a. TSP shall provide 2 no. FODP (96 F) & 1 no. FODP (48F) alongwith panel and Approach Cable (24F) with all associated hardware fittings (from gantry tower to Control Room) for all the incoming lines envisaged under the present scope.
- b. TSP shall provide STM-16 (FOTE) equipment with panel supporting minimum ten (10) MSP (Multiplex Section Protection) in combination of two no. of 5 MSP (Multiplex Section Protection) Equipment. Communication Equipment shall be provided with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Pachora SEZ, Bhopal (Sterlite), Agar Solar Park, Shajalpur Solar Park & Other RE Plants.
- c. FODP & FOTE equipments with panels shall be provided in Control Room of Pachora PS. FOTE & FODP equipments can be accommodated in same panel to optimize space.
- d. The integration work of new communication equipment under present scope with existing regional level centralized NMS shall be responsibility of TSP. Configuration work in existing centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment with the Centralized NMS shall be ensured by TSP.
- e. TSP shall install required no. of Phasor Measurement Units (PMUs) for all 400kV voltage line bays (under the scope of this project) at 400kV Pachora PS, these PMUs shall support latest IEEE C-37.118 protocols. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room with Fibre

Optic cable. These PMUs shall be connected with the FOTE at Substation for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. However, configuration work in existing PDC at RLDC for new PMU integration is not in scope of TSP.

- f. The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMUs, DCPS alongwith Battery Bank shall be the responsibility of TSP.

3 2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100MVA/ckt at nominal voltage)

- a. TSP shall provide 1 no. FODP (48 F) along with panel and 1 no. Approach Cable (24F) with all associated hardware fittings.
- b. TSP shall provide 1 no. STM-16 (FOTE) equipment with panel supporting minimum three (3) MSP (Multiplex Section Protection) with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Pachora PS & Bhopal (Sterlite) stations.
- c. FOTE/FODP panel shall be installed in the new Bay Kiosk (Switchyard Panel Room (SPR)). The FOTE under present scope shall be integrated by TSP with the existing FOTE at control room of Bhopal (Sterlite) S/s which is already communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays / Patch cords etc. in the existing FOTE/FODP panels in control room for integration with the existing FOTE for onwards data transmission.
- d. In case spare optical direction is not available in the existing FOTE at the control room, the TSP shall coordinate with station owner to reconfigure the directions in existing FOTE at control room. The TSP may integrate the FOTE under present scope with FOTE in the nearby Kiosk (if available with spare direction) or shift one direction from control room to FOTE under present scope. For this purpose, TSP shall provide necessary FODP sub rack / Splice trays/ Patch cords etc. in the existing FOTE/FODP panels in another Kiosk (SPR) or in the control room.
- e. FOTE & FODP equipments can be accommodated in same panel to optimize space.
- f. The integration work of new communication equipment under present scope with existing regional level centralized NMS shall be responsibility of TSP. Configuration work in existing centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment with the Centralized NMS shall be ensured by TSP.
- g. TSP shall install required no. of Phasor Measurement Units (PMUs) for all 400kV voltage line bays (under the scope of this project) at 400kV Bhopal (Sterlite) S/s and PMUs shall support latest IEEE C-37.118 protocols. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room with Fibre Optic cable. These PMUs shall be integrated with the existing PDC (Phasor Data Concentrator) located at respective RLDC. TSP shall provide separate WAMS (PMU, switches etc.) required for extended bays at 400kV Bhopal (Sterlite) S/s.

- h. The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMUs, DCPS along with Battery Bank shall be the responsibility of TSP.

4 PLCC & PABX:

Power line carrier communication (PLCC) equipment complete for speech, tele-protection commands and data channels shall be provided on each transmission line. The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele- protection in addition to one channel for speech plus data for each direction. The PLCC equipment shall in brief include the following:

- Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided as means of effective communication among various buildings of the substation, remote end substations and with control center's (RLDC/SLDC) etc.
- Coupling devices shall be suitable for phase to phase coupling for 765kV & 400kV Transmission lines. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.
- The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.
- The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.
- PLCC equipment for all the transmission lines covered under the scheme (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT & Wave trap for all the line bays under present scope shall be provided by TSP.
- TSP shall provide/ undertake necessary addition/ modification/ shifting/ re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).
- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 2 sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required.

Frequently Asked Queries:**Transmission Line:**

- 1.1. Please clarify that whether shutdowns for crossing of existing transmission lines of POWERGRID/STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP on chargeable basis or free of cost.

Reply: Shutdowns for crossing of existing transmission lines of POWERGRID/ STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP by the concerned owner of the lines as per their own terms & conditions. As far as shutdown of ISTS lines are concerned the same can be availed by approaching respective Regional Power Committee. TSP to coordinate with respective owner / Regional Power Committee during execution stage.

- 1.2. We understand that the suggested swing angle criteria are applicable for Suspension Insulator in Suspension Tower. Further, you are requested to provide similar swing angle and clearance criteria for Pilot Insulator with Jumper & Jumper.

Reply: It is clarified that the swing angle criteria (as mentioned in RFP) for transmission lines is applicable for Suspension Insulator in Suspension Tower. Further, as per Clause 3.0 of Specific Technical Requirements for transmission lines, Transmission service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

- 1.3. We request you to kindly allow that use of diamond configuration at Power line crossings and the existing owner of the lines may be directed to allow the same for the successful bidders.

Reply: Power line crossing including Diamond configuration is responsibility of the TSP. TSP shall formally submit the profile of the crossing section to the owner of the existing line suggesting proposed crossing alternatives. The crossing will have to be carried out as per approval of owner of the existing line.

- 1.4. It is requested you to kindly provide present status of Forest Clearances if any transmission line corridor area falling in wildlife forest / reserve forest/ mangroves.

Reply: Based on the preliminary route survey, the process of initiation of forest clearance for the forest stretches, if any, enroute the proposed line alignment will be initiated by way of writing letters to the concerned authority (ies). However, it may be noted that it will be the responsibility of TSP for obtaining forest clearance for the forest stretches as provided in the survey report and also for any forest area encountered during detailed survey.

Substation

- 1.5. We understand that space for storage of O&M spare shall be provided by existing owner within the station boundary without any cost. Kindly confirm.

Reply: Space for storage of O&M spares shall be arranged by TSP on its own.

- 1.6. We presume that the O&M for the end Termination bays will be in the scope of the TSP and TSP shall not be liable for any payment towards O&M to the existing owner of the substation. Kindly confirm.

Reply: Operation and maintenance of the bays is solely responsibility of the TSP.

- 1.7. With reference to subject scheme of existing sub-station, we assumed following scope of work:

- a) We assumed internal road is available and need not to consider in the present scope of work.
- b) Drainage is available and need not to consider in the present scope of work.
- c) Cable trench extension in adjacent to Main cable trench only under present scope of work.
- d) Levelled area being provided by developer for bay extension.

Reply: Regarding requirement of internal road, drainage, cable trench, leveling of the bay extension area, bidder is advised to visit site and acquaint themselves with the provisions/facilities available at substation.

- 1.8. Kindly provide the soil investigation report of soil parameters of existing substation.

Reply: Bidder is advised to visit the substation site and ascertain the requisite parameters.

- 1.9. Kindly confirm, energy accounting of aux. power consumption. Whether it will be on chargeable basis or part of transmission loss.

Reply: It will be on chargeable basis.

- 1.10. We understand that VMS requirement is for unmanned stations only. For Manned stations VMS is not compulsory.

Reply: VMS shall be provided in line with requirements of RfP document.

- 1.11. It is understood that Construction water and power shall be provided free of cost to TSP by respective substation owner for construction of new bays.

Reply: Arrangement of construction power & water is in the scope of TSP.

- 1.12. It is understood that existing fire hydrant system shall be extended by the TSP for bay extension.

Reply: Existing fire hydrant system shall be extended from existing system (if required)

- 1.13. Please clarify that Status of land acquisition for Substations. Whether the lands have been acquired by BPC and will be transferred to TSP.

Reply: The acquisition of land for substation is in the scope of TSP.

- 1.14. We understood that no any dedicated metering CT & CVT required for Line/feeders. Further, we understood that requisite Energy meters for various 765kV, 400kV & 220kV Feeders shall be provided & installed by CTU free of cost to TSP.

Reply: Dedicated metering CT and CVT are not required for line/feeders. Metering core of existing CT/CVT can be used provided accuracy class is matching with metering requirement. Requisite Special Energy Meters shall be provided and installed by CTU at the cost of TSP in C&P panel subject to space availability, else, in separate metering panel (to be provided by TSP at its cost).

Communication

- 1.15. What are the usage of OPGW, FOTE, PMU etc. under communication requirement of RFP?

Reply: User shall be responsible for providing compatible equipment along with appropriate interface for uninterrupted communication with the concerned control center and shall be responsible for successful integration with the communication system provided by CTU. Communication systems e.g. OPGW, FOTE, PMU etc. are required for grid operation through RLDC/SLDC, speech communication, tele-protection and tele-metering.

- 1.16. Is space for installation of communication panels are provided to TSP in existing Substations in case new bays are in the scope of TSP?

Reply: The space related issues are deliberated in the RFP itself. TSP to carry out survey of the existing substation for physical space requirement. In case space is not available in the existing substation then TSP shall accommodate the same in the respective bay SPR (Switchyard Panel Room)/Bay Kiosk/ Relay panel room in case of GIS s/s. Further, TSP to connect and integrate the proposed FOTE with the existing FOTE in the control room.

In case 132kV Substation TSP shall accommodate the said panels either by extension of existing control room or other arrangements.

1.17. How is the OPGW laying done in case of LILO lines?

Reply: In case LILO lines are on same towers (e.g. both Line in and Line Out portion are on same towers, generally done LILO of S/C lines). Then 2x24FOPGW shall be required to install by TSP on both earthwire peak on 400kV & 765kV lines where two E/W peaks are available. On 220 & 133kV lines where only one E/W peak is available TSP to install one no. 48F OPGW.

Incase LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines). Then 1x24F OPGW shall be required to install by TSP on one earthwire peak, on both Line In and Line Out portions of 400kV & 765kV lines. On 220 & 133kV lines where only one E/W peak is available TSP to install one no. 24F OPGW in place of conventional earthwire.

1.18. How is the OPGW laying done in case Multi circuit Towers?

Reply: In case two different lines are using common multi circuit portion for some distance (originating from different stations, may be terminating on same or on different stations). Two no. 24F OPGW to be installed on both E/W peaks for common M/C portion of 765kV & 400kV lines.

Incase 220/132kV lines using multi circuit portion where single E/W peak is available one no. 48F may be installed for common multi circuit portion.

ANNEXURE C

PRE-AWARD INTEGRITY PACT

GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day of the month of 20....., between, on one hand, [Insert name of BPC] through Shri [Insert Name & designation of representative of BPC] (hereinafter called the "Bid Process Coordinator/ BPC", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s represented by Shri [Insert Name & Designation of Authorized Signatory of the Bidder/ Lead Member of Consortium] (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project on build, own, operate and maintain (BOOM) basis and to provide Transmission Service to the Long Term Transmission Customers.

WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/ Partnership, constituted in accordance with the relevant law in the matter and the BPC is a Public Sector Undertaking (PSU) performing its function on behalf of the Ministry of Power, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings during the complete bidding process with a view to:-

Enabling the BPC to select the bidder as TSP in conformity with the defined procedures by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to emerge as selected bidder by providing assurance to them that their competitors will also abstain from bribing and other practices and the BPC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of BPC

- 1.1 The BPC undertakes that no official of the BPC, connected directly or indirectly with the bidding process, will demand, take a promise for or accept, directly or through intermediaries,

any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the bidding process in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BPC will, during the bidding stage, treat all BIDDER alike, and will provide to all BIDDER the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS
- 1.3 All the officials of the BPC will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BPC with the full and verifiable facts and the same is *prima facie* found to be correct by the BPC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BPC and such a person shall be debarred from further dealings related to the bidding process. In such a case while an enquiry is being conducted by the BPC the proceedings under the bidding process would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre award stage in order to emerge as Selected Bidder or in furtherance to secure it and in particular commits itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the bidding process in exchange for any advantage in the bidding, evaluation, contracting and implementation of the bidding process.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC or otherwise in bidding process or for bearing to do or having done any act in relation to bidding process or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the bidding process or any other contract with the Government.
 - 3.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid.
- 3.5 The BIDDER further confirms and declares to the BPC that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BPC or any of its functionaries, whether officially or unofficially for selection of BIDDER as TSP, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-award negotiations or before signing the Share Purchase Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of the BPC or their family members, agents, brokers or any other intermediaries in connection with the bidding process and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the bidding process to impair the transparency, fairness and progress of the bidding process.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BPC as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BPC.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bidding process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Bid Security Declaration

- 5.1 Along with the technical bid, the BIDDER has submitted Bid Security Declaration, with the BPC.
- 5.2 The Bid Security Declaration shall be valid & retained by the BPC for such period as specified in the RFP Document.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BPC to take all or anyone of the following actions, wherever required: -
- (i) To immediately call off the pre-award negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Bid Bond (in pre-award stage) shall stand forfeited either fully or partially, as decided by the BPC and the BPC shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the award, if already awarded, without giving any compensation to the BIDDER.
 - (iv) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BPC resulting from such cancellation/rescission.-
 - (v) To debar the BIDDER from participating in future bidding processes of the Government of India/ BPC for a minimum period of five years, which may be further extended at the discretion of the BPC.
 - (vi) To recover all sums paid in violation of this Pact by BIDDER to any middleman or agent or broker with a view to securing the award.
- 6.2 The BPC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vi) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the BPC to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

- 7.1 The BPC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BPC.
- 7.6 The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BPC including that provided by the BIDDER. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors(s) with confidentiality. [As all the bid documents are with BPC only]
- 7.7 The BPC will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of the BPC/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BPC / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BPC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BPC.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and upto 6 months from the date of transfer of project specific SPV i.e. signing of Share Purchase Agreement with BPC. In case BIDDER is unsuccessful, this Integrity Pact shall expire after 15 days from the date of transfer of project specific SPV to successful bidder.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The Parties hereby sign this Integrity Pact at _____ on _____

Bid Process Coordinator (BPC) Name of the Officer Designation Name of the BPC with address Witness: 1. _____ 2. _____	BIDDER Name of Authorized Signatory Designation Name of the Bidder with address Witness: 1. _____ 2. _____
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ANNEXURE - D

No.11/05/2018-Coord.
Government of India
Ministry of Power

Shram Shakti Bhawan, New Delhi
Dated the 28th July, 2020

ORDER

Sub: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Ref: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017 for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Further, DPIIT vide order No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020, have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In the light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sector vide Order No.11/05/2018-Coord. dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued.

3. In furtherance of Para 19 of the DPIIT Notification No.P-45021/2/2017-PP(BE-II) dated 04.06.2020 and in supersession of all the aforementioned orders issued by this Ministry, the following has been decided:

- i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference, (iii) exemption to small purchases, and (iv) margin of purchase preference, shall be the same as in DPIIT order dated 04.06.2020, referred to above and extracts of the same given at **Appendix**.
- ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I**, only "Class-I local supplier", shall be eligible to bid irrespective of purchase value.
- iii. In procurement of all goods, services or works not covered by sub-para 3(ii) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry (GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per **Annexure-I**, will be reviewed at regular intervals with a view to increase number of items in this list.

5. Purchase preference shall be given to local suppliers in accordance with **para 3A** of DPIIT Order dated 04.06.2020, and extracts of the same given at **Appendix**.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Chairperson	Member (Planning), CEA
Member	Chief Engineer (PSETD), CEA
Member	Chief Engineer (HETD), CEA
Member	Chief Engineer (TETD), CEA
Member	Chief Engineer (DP&R), CEA
External Expert	As may be co-opted by CEA
Convener	Chief Engineer (R&D), CEA

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MOP. The composition of the Committee is given below:

Chairperson	Chairperson, CEA
Member	Member (Hydro), CEA
Member	Member (Power System), CEA
Convener	Member (Thermal), CEA

8. The complaint fee of Rs.2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs.5 Lakh), whichever is higher, shall be paid in the form of online transaction or Demand Draft, drawn in favour of DDO, CEA. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No.P-45021/2/2017-PP (BE-II) dated 04.06.2020.

10. This order shall be applicable in respect of the procurements made by all attached or subordinate offices or autonomous body under the Ministry of Power, Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by Government of India. The aforesaid orders shall also be applicable in respect of funding of capital equipment by PFC/ REC.

11. Procuring entities as defined in the DPIIT's Order dated 04.06.2020 are advised to revise their tender documents fully complying with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/this Ministry from time to time.

12. All tenders for procurement by Central Government Agencies have to be certified for compliance of the PPP-MII Order by the concerned procurement officer of the Government Organization before uploading in the portal.

13. In pursuance of the provision of para 13 of the DPIIT Order, 2020, equipment used in the power sector which are manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement are listed as under **Annexure-II**. However, Annexure-II will undergo regular review to check for those items in the list for which sufficient local manufacturing capacity and competition have got developed and which meet minimum local content of 50% now, so that these items become eligible for inclusion in Annexure-I of this order and the provisions as contained in para 3 above of this order start becoming applicable in respect of these items too.

14. In order to further encourage Make in India initiative and promote manufacturing and production of goods and services in India, general guidelines as enclosed at **Annexure-III** may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

15. This issues with the approval of Hon'ble MoS (IC) for Power and NRE.



(R.K. Das)

Under Secretary to the Government of India
Tel. No.011-23752495

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Chief Secretaries of all States/UTs
6. Director General, Comptroller and Auditor General of India
7. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs/ Chairmen of DVC & BBMB/ MD of EESL
11. All JSs/ EA, MoP

Extracts of important provisions contained in DPIIT Order No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020

1. Definitions:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L 1 for the purpose of purchase preference.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *turnkey works*.

2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- (b) In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3. Purchase Preference

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
 - ii. If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.
- (c) In the procurements of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.
 - ii. If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L 1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. **Exemption of small purchases:** Procurements where the estimated value to be procured is less than Rs.5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that **procurement is not split for the purpose of avoiding the provisions of this Order.**

5. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

Annexure-I

List of items of goods and services with sufficient local capacity and competition, in procurements of which, only “Class-I local suppliers”, shall be eligible to bid, irrespective of purchase value.

A. Transmission Sector- List of equipment pertaining to transmission system of 66 kV and above voltage level.

1. Transformers and Reactors (66 kV to 765 kV AC)
2. Air Insulated Switchgear (Circuit Breakers, Disconnectors), Surge Arrester, Wave trap (66 kV to 765 kV AC)
3. Gas Insulated Switchgear (66 kV to 400 kV AC)
4. Instrument Transformers (66 kV to 765 kV AC)
5. Bus Post Insulators
6. Substation structure material
7. Transmission line tower material
8. Conventional conductors and accessories
9. Porcelain Insulators and hardware fittings
10. Control & power cables
11. High Voltage Cables (upto 220 kV AC)
12. Control and Protection System including Substation Automation System
13. DG set
14. DC system (DC Battery & Battery Charger) in a substation
15. AC & DC Distribution Board for substation
16. Material for Grounding system
17. Items for illumination system

B. Hydro Sector- List of equipment pertaining to Hydro Generating Station.

1. Hydro Turbine & Associated equipment (Francis, Kaplan & Pelton Turbine)

2. Generator & Associated Equipment
3. Generator Transformer & Reactors
4. Main Inlet Valve & Associated Equipment
5. Penstock protection Valve and Associated Equipment
6. Governing system & Accessories
7. Gas Insulated Switchgear/ Gas Insulated Bus Ducts (Up to 400 kV)
8. Switchyard/Pothead Yard Equipment(excluding Transformer and Reactors)
9. Automation and Controls
10. Protection System
11. XLPE Cable (up to 400 kV)
12. Static Excitation System
13. SST,UAT & SAT
14. LV, MV & HV Switchgear
15. LV, MV & HV Bus Ducts
16. DC System
17. Power and Control Cable
18. Illumination system
19. D.G. Set
20. PLCC
21. Grounding System
22. Workshop Equipment
23. EOT Crane
24. Cooling Water System
25. Compressed Air System
26. Drainage/Dewatering System
27. Fire Protection System
28. Heating, Ventilation & Air Conditioning System (HVAC)
29. Elevator
30. Oil Handling System
31. Mechanical BOP Items

C. Thermal Sector- List of equipment pertaining to Thermal Generating Station.

Coal/ lignite based thermal power projects/ plants:

1 Boiler Auxiliaries

- i) Air pre-heater
- ii) SCAPH
- iii) Steam soot blowers (wall blowers & LRSB)
- iv) Auxiliary Steam PRDS
- v) Mill reject system
- vi) Fuel oil system
- vii) Seal air Fan
- viii) Ducts and dampers
- ix) Duct expansion joints
- x) Blowdown tanks

2 Electro- static precipitators (ESPs)

- i) Casing
- ii) Electrodes
- iii) Rapping system
- iv) Hopper heaters
- v) Transformer rectifiers
- vi) Insulators

3 Turbine Auxiliaries

- i) Condensate extraction pumps
- ii) Condenser On line Tube Cleaning System (COLTC)
- iii) Debris filters
- iv) Deaerator
- v) Drain cooler and flash tanks
- vi) ECW pumps
- vii) Plate heat exchangers
- viii) Self- cleaning filters
- ix) Condensate polishing units (CPUs)
- x) Chemical dosing system

4 Generator Auxiliaries

- i) Seal oil system
- ii) Hydrogen cooling system
- iii) Stator water cooling system

5 Electrical Works

- i) Transformers
- ii) Bus ducts
- iii) Motors
- iv) Switchgears
- v) Power & control cables
- vi) Control and metering equipment
- vii) Protective relays
- viii) Switch yard equipment - Insulators, Circuit Breakers, Isolators, Conductors, CTs, PTs, Bushings, surge arresters etc.
- ix) Earthing & Lightning protection system
- x) DC batteries & battery charger system
- xi) Electrical laboratory & testing equipment
- xii) Emergency DG sets
- xiii) Plant illumination system

6 Control & Instrumentation System (C&I System)

- i) Thermocouples
- ii) Measuring instruments
- iii) Burner management system
- iv) Flame scanners
- v) Actuators
- vi) Automation and Control Cards
- vii) PLC System
- viii) SWAS system
- ix) Vibration monitoring system
- x) Interplant communication/ public address system

7 Coal Handling Plant

- i) Conveyors
- ii) Hydraulic drives, hydraulic motor

- iii) Wagon Tippler
- iv) Side Arm Charger
- v) Paddle feeder
- vi) Crushers & Screens
- vii) Dust suppression (dry fog & plain water) system
- viii) Air Compressors
- ix) Magnetic separators & metal detectors
- x) Coal sampling system
- xi) Stacker cum reclaimer
- xii) Belt weighing & monitoring system.

8 Ash Handling System

- i) Clinker grinder
- ii) Water jet ejectors
- iii) Scraper chain conveyor
- iv) Dry fly ash vacuum extraction system
- v) Pressure pneumatic conveying system
- vi) Ash water & ash slurry pumps
- vii) Compressors, air dryers & air receivers
- viii) Ash water recovery system

9 Raw water intake & supply system

- i) Travelling water screens
- ii) Raw water supply pumps
- iii) Valves, RE joints etc.

10 Water Treatment System and Effluent Treatment System

- i) Clarification plant
- ii) Filtration plant
- iii) Ultra filtration plant
- iv) Reverse osmosis plant
- v) DM plant
- vi) Chlorination plant
- vii) Chemical dosing system
- viii) Effluent Treatment Plant

11 CW & ACW System

- i) CW & ACW Pumps
- ii) BF valves, NRVs etc.
- iii) RE joints
- iv) Air release valves

12 Cooling towers (NDCT/ IDCT)

- i) Water distribution system,
- ii) spray nozzles,
- iii) packing,
- iv) drift eliminators
- v) CT Fans (for IDCT)
- vi) Gear boxes, shafts & motors (for IDCT)

13 Air Conditioning & ventilation system

- i) Split & window air conditioners
- ii) Chilling/ condensing unit
- iii) AHU and Fresh air unit
- iv) Cooling towers
- v) AWUs, axial fans, roof extractors
- vi) Ducts, louvers & dampers

14 Cranes, EOT cranes, gantry crane & chain pulley blocks etc.

15 Fire Protection and Detection System

- i) Motor driven fire water pumps
- ii) Diesel engine driven fire water pumps
- iii) Hydrant system for the power plant.
- iv) High velocity water spray system
- v) Medium velocity water spray system
- vi) Foam protection system
- vii) Inert gas flooding system
- vii) Fire tenders
- viii) Portable fire-extinguishers
- ix) Automatic fire detection, alarm & control system
- x) Fire alarm panels

16 Flue Gas Desulphurization (FGD)

- i) Spray header
- ii) Mist eliminators

D. Power Distribution Sector - List of equipment pertaining to Power Distribution Sector.

1. 33/11 kV Power Transformers
2. Oil filled Distribution Transformers (CRGO / Amorphous Core)
3. Dry type Distribution Transformers (Aluminum / Copper type)
4. Insulators (Polymer / Porcelain)
5. Instrument Transformers (LV {1.1 kV and below} / MV {Upto 33 kV})
6. Conventional Conductors and accessories
7. Electrical Motors (0.37 kW to 1 MW)
8. MV AIS Panels (including Circuit Breakers) up to 36 KV, indoor
9. MV Breakers up to 40.5 KV, Outdoor
10. Isolators
11. Packaged Substation (6.6kV to 33kV)
12. RMUs (11 kV)
13. Poles (PCC, PSCC, Rolled steel joist, Rail pole or Spun or Steel tubular pole)
14. Cables(PVC , Rubber,etc) (11 to 33 kV)
15. XLPE Cables
16. Cable accessories
17. Control cables
18. Energy Meters
19. Substation structure material
20. Items for illumination system
21. All works pertaining to distribution of electricity, excluding works which involve supply of one or more goods not mentioned above valued at more than 50% of the value of the work
22. All services other than IT software, which shall be governed by orders of the Ministry of Electronics and Information Technology.

The items manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology.

A. Transmission Power sector-

1. Gas insulated switchgear (400 KV and above)
2. 400 KV XLPE cable
3. Numerical protection relays.
4. SCADA
5. Power Transformers, 765KV
6. HVDC Transformers
7. Reactors 400 KV and above
8. Composite Core Conductor
9. GAP Conductors
10. ACSS Conductor
11. INVAR Conductors
12. EHV Cables (up to 220 KV)
13. EHV Cables 400 KV
14. Composite Long Rod Insulators
15. HV Gas Insulated Switchgear (72.5 kV to 420 kV)
16. MV AIS Panels(incl. Circuit Breakers) up to 36 KV, indoor
17. MV Breakers up to 40.5 kV, Outdoor
18. MV GIS Panels (Up to 33kV)
19. RMUs (11kV)
20. RMUs (33kV)
21. Control & Relay Panels, SCADA, Sub-Station Automation etc

B. Hydro Power sector

1. Gas Insulated Switchgear/ Gas Insulated Bus Ducts (400 KV and above)
2. Automation and Controls
3. Protection System
4. 400 kV XLPE Cable

C. Thermal Power sector

D. Coal/ lignite based thermal power projects/ plants:

1 Boiler pressure parts

- i) Tubes
- ii) Steam pipes/ headers
- iii) Steam headers
- iv) Steam drum
- v) Separator

2 Boiler Auxiliaries

- i) Coal burners and oil burners
- ii) Coal mills
- iii) Coal feeders
- iv) PA /FD/ ID fans
- v) SCR

3 Steam turbine

- i) HP/ IP/ LP turbine
- ii) Bearings
- iii) Steam inlet valves
- iv) Generator

4 Steam turbine auxiliaries

- i) Gland steam condenser
- ii) Lub oil pumps
- iii) Oil filters
- iv) Oil purifiers
- v) Condensate extraction pumps
- vi) Condenser
- vii) HP & LP heaters
- viii) Boiler Feed Pumps (BFPs)
- ix) BFP hydraulic coupling
- x) BFP Drive turbines

5 Control & Instrumentation System (C&I System)

- i) Distributed digital control, Monitoring and Information System (DDCMIS)

6 Flue Gas Desulphurization (FGD)

- i) Spray nozzles
- ii) Oxidation Blowers
- iii) Limestone slurry handling pumps
- iv) Booster fans
- v) Vacuum belt filters

B. Gas based thermal power projects/ plants :

1 Gas turbine generating set and auxiliaries :

- i) Gas turbine unit Upto 44 MW
- ii) Combustion unit (Standard)
- iii) Compressor unit upto 145 MW
- iv) Lubrication and control oil system
- v) Oil purification and cooling system
- vi) Compressor cleaning system
- vii) Inlet air system

2. Exhaust gas system

- i) Ducting
- ii) Silencers
- iii) Bypass stack
- iv) Guillotine gates & Diverter damper
- v) Expansion joints

3. Heat Recovery Steam Generator (HRSG)

- i) Drums
- ii) Evaporators & superheaters
- iii) Condensate preheater
- iv) Feed regulating station
- v) Blow down tank
- vi) Chemical dosing system
- vii) HRSG Stack

General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian National Rupees (INR) only in respect of local content only.
4. Indian subsidiaries of foreign bidders shall meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than --- years (to be specified by the procurer).
10. The technologies/ products offered shall be environmentally friendly, consuming less energy, and safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ supplier and for this, the Manufacturer/supplier along with procurer has to establish recycling / disposal unit **or** as may be specified.
13. Domestic Content requirement (based on the cost of the product) shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public

Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).

14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.
15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.
16. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.
18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.
19. Formation of new joint venture in India shall be permitted only with the Indian companies.
20. Tendering by the agent shall not be accepted.
21. The original test report in the language prescribed by the procurer shall generally be accepted. Preferably the translated test report shall not be accepted. However, the notarized translation of test reports shall be accepted.
22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.
23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.
24. Wherever required, the foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.
25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

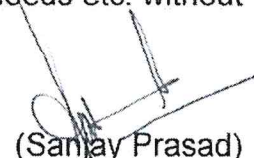
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

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

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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

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

Model Certificate for GeM:

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

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

(Sanjay Prasad)

Joint Secretary (PPD)

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Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

- b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.*

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price, if Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued.

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo.

3. The following examples are given to assist in implementation of the Order.

Example 1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be

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qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.

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To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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