

**Manipur Renewable Energy Development
Agency (MANIREDA),
An autonomous Govt. Agency under the
Power Department, Manipur.**

BID SPECIFICATION

NIB No. MANIREDA/CS/2017/3

Date 1st September, 2017

**ENGAGEMENT OF CONSULTANT FOR SUPPORT TO MANIREDA
IN VARIOUS CONSULTATIVE WORKS**

September, 2017

TERMS AND CONDITIONS

1.0 Definition of Terms:

- 1.1 MANIREDA shall mean “Manipur Renewable Energy Development Agency” an autonomous Govt. agency under the Power Department, Government of Manipur having its Office at 2nd Floor, South Block, Secured Office Complex, Near 2nd M.R. Gate, Imphal-Dimapur Road, Imphal - 795001, Manipur.
- 1.2 Bidder/Tenderer shall mean any applicant who is submitting the tender in reference to this document.

2.0 Background:

- 2.1 With an objective to promote renewable energy investment in the state, MANIREDA has set itself an ambitious renewable energy target for installation of 50 MW grid connected rooftop & small solar power plant and 55 MW ground & other solar photovoltaic power plants by the year 2022. Further MANIREDA along with MSPDCL are mandated to promote renewable energy in the state and move towards ensuring RPO compliance.
- 2.2 However, in spite of decent renewable potential in the state, there are been only limited capacity addition owing to several operation as well policy level challenges including structuring suitable policy, regulatory mechanism to promote investments in the renewable energy sector. Moreover, MANIREDA which is currently dependent of funds from state government plans to evaluate various revenue generation business models/options for ensuring its self-sustainability.
- 2.3 In order to work towards promoting renewable energy capacity addition in the state of Manipur, MANIREDA is interested to appoint a full time consultant for providing advisory services & support to MANIREDA, initially for one year period & extendable for another year subject to satisfaction of MANIREDA. The consulting support will cover various renewable energy technologies including solar (including rooftop and ground mounted based), wind, biomass, mini/micro/small hydro etc, as well as off-grid projects. The consultancy support will also include is evaluating various revenue generation options-both organic as well as inorganic growth. The scope of work for the consultant as provided below:

3.0 Scope of Work:

- 3.1 Preparation of tariff petitions FY 2017-18, for grid connected rooftop solar and small power plants and filing the same to JERC, within a period of 1(one) month from the date of placement of LOA shall be a part of assignment during the engaged period. This will also include stakeholder consultation, support during hearing, attending hearings, analysis of directions of JERC and of objections/points raised during hearings, preparing replies to queries and objections/observations, analysis of orders and recommendations etc.
- 3.2 Propose possible interventions/ preparation of policy, regulatory or legislative framework which may be taken up by MANIREDA for development of renewable energy sector in Manipur.
- 3.3 Evaluating proposals for new project development, preparation of DPR's, special reports, assist in preparation of tender document, tender process and project implementation works.
- 3.4 Support in monitoring renewable development and identify corrective measures including grid connectivity, financial impact related issues.
- 3.5 Assist MANIREDA in developing new concepts/ideas that may be taken up for commercialization. Identify, assess and finalize suitable business models that can support in expansion plans of MANIREDA and improve in its revenue generation
- 3.6 Provide hand holding to MANIREDA in making representation before MNRE, MoP, CEA, Rural Electrification Corporation, Regulatory Commission, IREDA and other funding agencies etc.
- 3.7 Any other consultancy works related to growth of MANIREDA and promotion of Renewable Energy sector.

4.0 Deliverables:

The submission of monthly progress report on the items mentioned in the Scope of Work will be the key deliverables. The monthly progress report for a particular month will be submitted before 10th of the subsequent month.

5.0 Qualifying requirement:

- 5.1 The eligibility/qualifying requirements shall be as specified in the following clauses of this chapter.

- 5.2 Any price discount other than the quoted prices will not be entertained. All applicable Taxes & Charges separately shown in the price bid including Terms & Conditions should be in the Price Bid envelop only.
- 5.3 The Tenderer should have working **experience in renewable energy sector in over the last 3(three) years is a must**. Working experience with State Renewable Energy Nodal Agencies in **the North East eastern region** will be preferred.
- 5.4 Certified copies of the documentary evidence of their past experience for successful completion of similar work from the clients shall be furnished.
- 5.5 Average Annual Financial turnover during the last 3(three) years should not be less than **10.0 crores (only in consultancy sector)**. Certified balance sheet along with certificate issued by a Chartered Accountant indicating the turnover has to be attached with the Bid.
- 5.6 The Tenderer should submit complete annual report together with audited statements of accounts of the firm for last 3 (three) years immediately preceding the last date of receipt of request for issuing Tender Papers.
- 5.7 The Tenderer should submit valid Income Tax, GST Registrations & PAN Card and PF, ESI code, labour license etc. as applicable.
- 5.8 Tenders may be submitted by those Firms only who possesses requisite Industrial or open license to carry out the work mentioned above

6.0 Receipt and Opening of Tenders:

- 6.1 The Tenderer shall submit 3(three) sealed tenders in separate covers superscripted as
- i) "Cost of Bid Bond/Earnest Money Deposit" in the 1st sealed Cover,
 - ii) "Technical Bid "in the 2nd sealed Cover and
 - iii) "Price Bid" in the 3rd sealed Cover
- 6.2 Tender should be submitted in sealed envelope duly super scribed **Tender for Engagement of Consultant, NIB No., 'Date of opening' and description of items** distinctly addressed to the **Director, MANIREDA, 2nd Floor, South Block, Secured Office Complex, Near 2nd M.R. Gate, Imphal-Dimapur Road, Imphal – 795001.**
- 6.3 If the "Prequalifying Bids" are not found in the 1st and 2nd Covers and the prequalifying conditions stipulated under Clause No.5.0 and its sub-clauses are not fulfilled, the 3rd cover containing the "Price Bid" shall not be opened.

- 6.4 Tenders duly filled in, will be received up to and opened on the date and time indicated in the NIB. The tenders will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of tenders.
- 6.5 If due date of receipt of tenders and/or that of opening of tender happens to be a closed day(s), the tenders would be received and opened on the next working day but the time of receipt and of opening will remain the same.
- 6.6 MANIREDA reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Department.

7.0 Preparation of Tender:

- 7.1 All rates shall be written both in figures and in words. Corrections, if any, are to be made by crossing out, initialling and rewriting. In case of discrepancy between the words and the figures the rate indicated in words shall prevail. All overwriting/ cutting, insertions shall be authenticated and attested.
- 7.2 Tenderers should quote only **"FIRM"** price.

8.0 Submission of Tender:

- 8.1 The Bidders shall also be required to submit a cost of Bid Bond of Rs. 40,000/- (Rupees Forty Thousand Only) in the form of Bank Guarantee/DD which shall be valid for a period of not less than 90 days from the date of Bid Deadline.
- 8.2 Bids not accompanied with Bid Bond and DD towards cost of RFP document shall be rejected.
- 8.3 Language of the bid shall be English.
- 8.4 The duly sealed Bid will be submitted by the Bidder in three envelopes, Envelope I shall contain Cost of Bid Bond, Envelope II shall contain Techno-Commercial part and Envelope III shall contain the Financial part (as per the prescribed Form of the tender document) shall be placed in another sealed Envelope/cover. The Bids should reach the Office of the Director, MANIREDA, 2nd Floor, South Block, Secured Office Complex, Near 2nd M.R. Gate, Imphal-Dimapur Road, Imphal – 795001 by 18th September, 2017 by 12:00 noon.
- 8.5 MANIREDA shall have a complete and absolute authority to extend the timelines. MANIREDA would not be responsible for any misplacement/loss/late receipt of a tender.
- 8.6 Only complete tenders received on or before the due date and time shall be considered. Fax offers/incomplete offers and offers received after due date and time shall not be considered

8.7 Tenders should be submitted and signed by a duly authorized person, giving full name of the firm with its current business address. The letter of authorization shall be indicated by written Power-of-Attorney/ Authorization Letter accompanying the bid.

8.8 MANIREDA reserves the right to reject any or all tenders or drop part of tender without assigning any reasons whatsoever.

9.0 Bid Opening:

- i) The technical Bid shall be open at 1.00 p.m. on 18th September, 2017.
- ii) Price bids shall open the Bids only for qualified bidders in the Technical bid on such time and date which shall be notified by MANIREDA in due course of time.

10.0 Contract Term:

The contract shall be valid for a period of 1 (one) year which may be extendable for another year subject to satisfaction and official intimation of MANIREDA and the rate shall be firm for the whole contract period including the extended period.

11.0 Cost:

The Price Offer shall remain **FIRM** throughout the period of contract. Quoted price shall be inclusive of all applicable taxes & levies. MANIREDA shall not pay and/or reimburse anything over and above the price quoted. The MANIREDA reserves the right to ask the bidder to justify and establish price/rate reasonableness.

12.0 Cost of Bid Bond:

12.1 Each Tender shall be accompanied with Bid Bond cost of Rs. 40,000/- (forty thousand only) in the form of Bank Guarantee/DD having validity for a period of not less than 90 days from the date of Bid deadline from a Nationalized/Scheduled Bank having its branch at Imphal (preferably State Bank of India) drawn in favour of the **Director, MANIREDA, 2nd Floor, South Block, Secured Office Complex, Near 2nd M.R. Gate, Imphal-Dimapur Road, Imphal – 795001.**

12.2 The Bid Bond shall be returned:

- a) To the unsuccessful bidders after finalization & issue of LOA to successful Bidder / tenderer & submission of Security Deposit.
- b) In case bidding process is terminated by MANIREDA for any reason.

13.0 Security Deposit:

13.1 It will be @10% of the order/contract value subject to a maximum of Rs. 2.00 Lakhs. The Security Deposit may also be accepted in the form of DD/guarantee bond of a Nationalised Bank/ Scheduled Bank having its branch at Imphal preferably State Bank of India drawn in favour of the Director, MANIREDA covering the Guarantee period. The security deposit shall be submitted by the tenderer within 25 days from placement of the LOA. No interest shall be payable to the bidder on the amount of Security Deposit.

13.2 The security deposit submitted by the successful bidder would be valid till the completion of the assignment or any such extended period as decided by MANIREDA.

14.0 Support:

14.1 Experience manpower to be deployed in implementing the assignment as to achieve the objective in time. The team member shall be expected to spend at least 10 days in a month in Imphal.

14.2 MANIREDA will provide necessary support in terms of administration, local resource, data and information needed to execute the assignment.

15.0 Penalty:

In the case of failure to execute the work within the stipulated/schedule completion period, penalty @ 1/2% per week subject to a maximum of 10% of the total value of uncompleted portion of work shall be imposed. However, the work should not be delayed more than by 2(two) calendar months, in which case the order may be cancelled without any formal intimation and the Security Deposit will be forfeited.

16.0 Deviation:

The Tender/Bidder must comply with the Tender specification and all terms and conditions of contract. No deviation in the Terms & Conditions of the Contract shall be entertained unless specifically mentioned by the contractor in the bid and accepted by MANIREDA.

17.0 Award of Contract:

MANIREDA shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bidders' tender or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of MANIREDA.

18.0 Terms of Payment:

Payment shall be made on equated monthly basis subsequent to submission and approval of monthly progress report by MANIREDA.

19.0 Signing of Formal Contract Agreement:

In the event of award, the successful bidder shall be required to enter into a contract agreement with MANIREDA on non-judicial stamp paper of the value as per the relevant act within 7 days from the date of letter of award.

20.0 Force Majeure:

The force majeure conditions shall be such, acts of God, acts of Public enemy, Fire, Flood, Epidemic, Strike, Freight embargo, Earthquake, Labour unrest, Wars, lockout, Civil Commotion, Cyclone, Government regulation etc.. The Consultant firm, however, shall notify the Department in writing of such within 10(ten) days from the date of happening. Similarly, if the work could not be executed in time, formal intimation explaining the reason for non-execution should be given immediately to the undersigned within 15 (fifteen) days from stopping of execution of work, otherwise, the Department reserves the right to cancel this order and divert the non-executed work to another party the Department deem fit and capable of taking up the order.

21.0 Arbitration

Any dispute or difference whatsoever arising between the parties shall be settled by Arbitration in accordance with the prevailing Arbitration and Conciliation Act and Laws of India. The Arbitrator will give speaking and reasoned award. None of the parties will be entitled to interest pendent elite during Arbitration proceedings. The Venue of Arbitration shall be IMPHAL.

22.0 Legal Jurisdiction:

22.1 All disputes relating will be under the Jurisdiction of Imphal only.

22.2. Any firm which does not fulfil the above terms and conditions may be summarily rejected.

PROFORMA OF BANK GUARANTEE FOR BID BOND
[To be stamped in accordance with Stamp act]

To

Director,
MANIREDA, 2nd Floor, South Block, Secured Office Complex,
Near 2nd M.R. Gate, Imphal-Dimapur Road, Imphal – 795001.

Dear Sir,

In accordance with Invitation to Bid under your Specification No...
.....M/s....., its Registered /Head Office at
..... wish to participate in the said Bid forand
you, as a special favour have agreed to accept an irrevocable and unconditional Bank
Guarantee for an amount of valid upto On behalf of
Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition
precedent for participation in the said Bid.

We..... the Bank at..... (local address) having
our Head Office at guarantee and undertake to pay immediately on
demand to MAIREDA the amount of (in
words & figure) without any reservation, protest, demur, and recourse. Any such
demand made by said 'MANIREDA' shall be conclusive and binding on us irrespective of
any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to and including
@..... if any further extension of this guarantee is required, the same shall
be extended to such required period (not exceeding one year) on receiving instructions
from M/s..... on behalf of this guarantee is issued.

In witness whereof of the Bank, through its authorized officer, has set its hand and stamp
on
this ___ day of _____ 2017 _____ at _____.

WITNESS

[SIGNATURE]

[SIGNATURE]

[Name]

[Name]

[Official Address]

[Designation with Bank Stamp]

Attorney as per
Power of Attorney No. _____

Date: _____

FORMAT FOR FINANCIAL BIDS:

1. Name of Firm:
2. Tender Specification No. MANIREDA/CS/2017/3 dtd. 01/09/2017
3. Financial Proposal for engagement of consultant for support to MANIREDA in various consultative works.

Sl No.	Particulars	Amount in Rs.
1	Consultancy fee/charges offered per Month	
2	Total fee/charges offered for a period of 1(one) years	
3	GST	
	Total (inclusive of other applicable taxes, if any)	