

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

TENDER SPECIFICATION

NIB No. MANIREDA/GCRTS/TP/2018/4

Date 6th August, 2018

**CONSULTANCY SERVICE FOR PREPARATION AND FILING OF
TARIFF PETITION FOR TARIFF DETERMINATION OF SOLAR ROOF
TOP & SMALL SOLAR POWER PLANTS FY2018-19 ALONGWITH
ITS SUBMISSION/ PRESENTATION AND DEFENCE BEFORE THE
JOINT ELECTRICITY REGULATORY COMMISSION (MANIPUR &
MIZORAM)**

August, 2018

TERMS AND CONDITIONS

1.0 Definition of Terms:

- 1.1 MANIREDA shall mean “Manipur Renewable Energy Development Agency” an autonomous Govt. institute 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.
- 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, in order to work towards promoting more renewable energy capacity addition in the state of Manipur, it is essential that the feed-in-tariffs for sale of power from these projects to the grid be determined. The feed-in-tariffs are required to be approved from JERC (Joint Electricity Regulatory Commission) and a petition is required to be filed in this regard.
- 2.3 It may be noted that JERC had notified feed-in-tariff for solar rooftop and small solar plants vide its order dated 2nd November, 2016 and revised tariff order again issued on 2nd November, 2017 which shall remain in force till new Rooftop solar Tariff Order is made by an Order of the Commission. Fresh petition for feed in Tariff for Rooftop solar and small solar plant for plan capacities in this Order shall be filed every year.
- 2.4 As such, MANIREDA is interested to appoint a consultant for providing advisory support to file a petition before JERC for tariff determination of small solar rooftop projects, initially for FY2018-19 & extendable for corresponding FY2019-20 subject to satisfaction of MANIREDA.

3.0 Scope of Work

Based on the above back ground, the detailed **scope of work** for this assignment is as follows:

- Study of applicable JERC regulations and order, particularly the RE Tariff Regulations, 2010 (and its amendments) and the tariff order for renewables,
- Study of the benchmark costs and other tariff norms for justification of the costs applicable for solar roof tops & small solar power plants,
- Broad analysis and comparison of solar roof top policies of other states with the prevalent policy in Manipur,
- Collection of actual data of existing roof top solar & small solar power plants in the state,
- Preparation and filing of tariff petitions for determination of generic Levelized tariff for solar roof tops & small solar power plants,
- Support in providing additional information desired by JERC on the filed petition and also responding to objections and comments received from various stakeholders on the filed petition,
- Support in public hearing on the petition,
- Review of the tariff order issued by JERC and providing recommendations to file a review petition or appeal on the issued order,
- Providing advice for promotion of solar roof top & small solar power plants in the state of Manipur based on the practices followed in other states/ global standards,

Over and above any works which are not specifically mentioned in this scope of work but found to be indispensable for the completion of the Tariff filing process and its defences shall be covered.

4.0 Qualifying requirement:-

- 4.1 The eligibility/qualifying requirements shall be as specified in the following clauses of this chapter.
- 4.2 Any price discount other than the quoted prices will not be entertained. All applicable GST, Taxes & Charges separately shown in the price bid and Terms & Conditions should be in the Price Bid envelop only.
- 4.3 The Tenderer should have **working experience at least one similar Job over the last 3(three) years is a must.** (Similar job means consultancy support in determination of

feed-in-tariff for renewables, especially for rooftops & small scale solar plants). Working experience with State Renewable Energy Nodal Agencies in the North Eastern Region will be preferred.

- 4.4 Certified copies of the documentary evidence of their past experience for successful completion of similar work from the clients shall be furnished.
- 4.5 Average Annual Financial turnover during the last 3(three) years should not be less than **2.0 crores (only in consultancy sector)**. Certified balance sheet alongwith certificate issued by a Chartered Accountant indicating the turnover has to be attached with the Bid.
- 4.6 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.
- 4.7 The Tenderer should submit valid Income Tax, GST Registrations & PAN Card and PF, ESI code, labour license etc as applicable.
- 4.8 Tenders may be submitted by those Firms only who possesses requisite Industrial or open license to carry out the work mentioned above.

5.0 Receipt and Opening of Tenders:

- 5.1 The Tenderer shall submit 3(three) sealed tenders in separate covers superscripted as
 - i) "Earnest Money & cost of Bid" in the 1st sealed Cover,
 - ii) "Technical Bid "in the 2nd sealed Cover and
 - iii) "Price Bid" in the 3rd sealed Cover
- 5.2 Tender should be submitted in sealed envelope duly super scribed **Tender for Consultancy Service for preparation and filing of Tariff Petition, 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.**
- 5.3 If the "Prequalifying Bids" are not found in the 1st and 2nd Covers and the prequalifying conditions stipulated under Clause No.4.0 and its sub-clauses are not fulfilled, the 3rd cover containing the "Price Bid" shall not be opened.
- 5.4 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.
- 5.5 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.
- 5.6 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.

6.0 Preparation of Tender:

6.1 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.

6.2 Tenderers should quote only **“FIRM”** price.

7.0 Submission of Tenders:

7.1 The bidders shall be required to submit cost of bid of Rs. 2000/- (non-refundable) in the form of DD which shall be valid for a period of not less than 90 days from the date of Bid Deadline.

7.2 Bids not accompanied with cost of bid shall be rejected.

7.3 Language of the bid shall be in English.

7.4 The duly sealed Bid will be submitted by the Bidder in three envelopes, Envelope I shall contain Cost of Bid & “Earnest Money Deposit”, Envelope II shall contain Techno-Commercial part and Envelope III shall contain the Financial part 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 21st August, 2018 by 12:00 noon.

7.5 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.

7.6 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.

7.7 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.

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

8.0 Bid Opening:

i) The Technical bid shall be open at 1.00 p.m. on 21st August, 2018.

ii) Price bids shall be open for those qualified bidders in the Technical bid only on such time and date which shall be notified by MANIREDA in due course of time.

9.0 Contract Term:

The contract shall be valid till completion of all items of work as defined in Scope of work, submission of the Final Report and acceptance of the same by MANIREDA. The contract term may be extendable for another corresponding year subject to satisfaction and official intimation of MANIREDA and the rate shall be firm for the whole contract period including the extended period.

10.0 Cost:

The Price Offer shall remain **FIRM** throughout the period of contract. Quoted price shall be inclusive of all applicable GST, 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.

11.0 Earnest Money Deposit (EMD):

11.1 Each Tender shall be accompanied with an earnest money of Rs. 25,000/- (Rupees twenty five thousand only) in the form of Bank Guarantee/Demand Draft having validity for a period of not less than 90 days from the date of Bid Deadline from 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.

11.2 Earnest Money shall be returned:

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

12.0 Security Deposit:

12.1 It will be @10% of the Order value subject to a maximum of Rs. 2.00 Lakhs. The Security Deposit may also be accepted in the form of Demand Draft/Bank Guarantee of a Nationalised Bank/ Scheduled Bank having its branch at Imphal preferably State Bank of India drawn in favour of Director, MANIREDA covering the Guarantee period. The security deposit shall be submitted by the tenderer within 25 days from placement of the LOA, of which Earnest Money Deposit shall be adjusted and the balance required amount to be deposited physically by Demand Draft/ Bank Guarantee in favour of Director, MANIREDA from Nationalised Bank/ Scheduled in order to make up full Security Deposit. No interest shall be payable to the bidder on the amount of Security Deposit.

12.2 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.

13.0 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.

14.0 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.

15.0 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.

16.0 Terms of Payment:

16.1 30% of the total value of order shall be paid on preparation of the tariff petition and filing the same before the Joint Electricity Regulatory Commission (JERC) of Manipur & Mizoram.

16.2 20% of the total value of order shall be paid on acceptance of tariff petition.

16.3 20% of the total value of order shall be paid on conclusion of Public hearing and submission of replies to objection/queries of Public & Government.

16.4 20% of the total value of order shall be paid on issuance of Final Tariff Order of tariff of solar roof tops & small solar plants.

16.5 10% of the total value of order shall be paid on submission of review report on the Tariff Order passed by JERC

17.0 Work Schedule

Submission and filing of Tariff Petition for solar roof top to the JERC (M&M), shall be completed **within 2 months from the date of placement of LOA** and subsequent presentation and defence before the JERC (M&M) till issue of Tariff Order and submission of review report on Tariff order along with comments is to be completed as fixed by the JERC (M&M).

18.0 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.

19.0 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.

20.0 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 pendentelite during Arbitration proceedings. The Venue of Arbitration shall be IMPHAL.

21.0 Legal Jurisdiction:

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

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

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
[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 _____ 2018 _____ at _____.

WITNESS

[SIGNATURE]	[SIGNATURE]
[Name]	[Name]
[Official Address]	[Designation with Bank Stamp]

Attorney as per
Power of Attorney No. _____

Date: _____