

Office of the
MANIPUR RENEWABLE ENERGY DEVELOPMENT AGENCY (MANIREDA)
(An Autonomous Govt. Agency under the Deptt. of Power)
Science & Technology Complex, SAI Road, Takyelpat, Imphal – 795001, Telefax: 385-2444027

No. 66/1/2015/TP(SPV)/ MANIREDA/

Imphal, dated the 23rd November, 2015

NOTICE INVITING BID

Sealed Tenders in triplicate are invited by the Director, Manipur Renewable Energy Development Agency (MANIREDA) from eligible Firms for the following works

Tender Specification No	Particulars	Cost of Tender Paper	Last date of request of Tender	Last date & time of receipt of completed Tender	Date of opening of Tender
NIB No. MANIREDA/S PP/TP/2015/2	Consultancy service for preparation and filling of Tariff petition for tariff determination of solar roof top plants in Manipur alongwith its submission/presentation and defence before the Joint Electricity Regulatory Commission (Manipur & Mizoram)	Rs.2,000	24/12/15	26/ 12/15 1.00 P.M	28/12/15 11.00 A.M.

2. Details of terms & conditions, eligibility criteria etc. shall be available in the NIT, which can be either downloaded from the web site www.manipur.gov.in/www.manireda.com or shall be available from Office of the Director, MANIREDA, Room No. 85, Top Floor, Manipur Secretariat (North Block), Imphal-795001.
3. Tender should be accompanied with Cost of the Tender paper (Non-refundable) shown above, in the form of Demand Draft drawn in favour of the Director, MANIREDA from a Nationalized/Scheduled Bank having its branch at Imphal.

(L. Manglem Singh)
Director (MANIREDA)

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

TENDER SPECIFICATION

NIB No. MANIREDA/SPP/TP/2015/2

Date 23rd November, 2015

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

Imphal

TERMS AND CONDITIONS

1.0 Definition of Terms:

- 1.1 MANIREDA shall mean "Manipur Renewable Energy Development Agency" an autonomous Govt. agency under the Department of Power, Government of Manipur having its Office at Sc. & Tech. Complex, SAI Road, Takyelpat, Imphal – 795001, Manipur.
- 1.2 EMD shall mean Earnest Money Deposit.
- 1.3 Bidder/Tenderer shall mean any applicant who is submitting the tender in reference to this document.

2.0 Background

- 2.0 On 24th December, 2014, the Government of Manipur had notified policy for "Manipur Grid Interactive Roof top Solar Photo Voltaic(SPV) Power Policy, 2014" by issuing Gazette Notification on the 7th Jan., 2015. As per the policy, all individuals, residential/ commercial/ institutional/ Govt/ Semi-Govt building owners/ Industrial units are eligible to set up projects under this policy for a capacity of 1 kW to 500 kW. The policy states that the power supplied by the solar roof top plants to the grid shall be settled based on the feed-in-tariff to be notified by JERC.
- 2.1 In order to promote this policy and to ensure wide scale participation, 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. It may be noted that JERC had notified the generic levelized tariff for solar PV plants vide its order dated 5 January 2015. However, for small scale rooftop projects, a separate feed-in-tariff is required.
- 2.2 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. The scope of work for the assignment as provided below:

3.0 Scope of Work

- 3.0 In exercise of powers conferred under Section 61 read with Section 181 (2) of the Electricity Act, 2003 (36 of 2003), and all other powers enabling it in this behalf, and after previous publication, the Joint Electricity Regulatory Commission for Manipur and Mizoram, had issued the Terms and Conditions for Tariff determination from Renewable Energy Sources, Regulations 2010. These regulations provide for terms and conditions and the procedure including various technical norms for determination of tariff of the following categories of Renewable Energy Sources. Also, in January 2015, JERC had notified the feed-in-tariff for various renewable sources, including solar PV. However, as mentioned above, a separate feed-in-tariff is required, for small scale rooftop projects, as per the practice of other states.
- 3.1 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 in January 2015,

- Study of the benchmark costs and other tariff norms for justification of the costs applicable for solar roof tops,
- 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 plants in the state,
- Preparation and filing of tariff petitions for determination of generic Levelized tariff for solar roof tops,
- 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 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 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 completed satisfactorily at least one similar Job in the last 3(three) years. (Similar job means consultancy support in determination of feed-in-tariff for renewables, especially for small scale solar plants)
- 4.4 Certified copies of the documentary evidence of their past experience for successful completion of similar work from the clients (by an officer not less than the rank of Superintending Engineer) shall be furnished.
- 4.5 Average Annual Financial turnover during the last 3(three) years should not be less than **10.0 crore**. 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, Service Tax, VAT/Sales Tax 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" 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 **Triplicate** in sealed envelope duly super scribed **Tender Specification No., 'Date of opening' and description of items** distinctly addressed to the **Director, MANIREDA, Room No. 85, Top Floor, Manipur Secretariat (North Block), 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.3.0 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 letter inviting tenders. 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.
- 5.7 Tenders from the Firms who have not purchased Tender Specification or who have not been invited for the same shall not be considered.
- 5.8 Tender paper is not transferable.
- 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 "Earnest Money Deposit" in 1st sealed Envelope/Cover and "Technical Bid" in 2nd sealed Envelope/Cover and "Financial Bid" in 3rd sealed Envelope/Cover shall be placed in another sealed cover addressed to Director, MANIREDA, Room No. 85, Top Floor, Manipur Secretariat (North Block), Imphal-795001.
- 7.2 The tenders should be submitted to the Director, MANIREDA, Room No. 85, Top Floor, Manipur Secretariat (North Block), Imphal-795001. Please note that MANIREDA would not be responsible for any misplacement/loss/late receipt of a tender.

- 7.3 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.
- 7.4 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.
- 7.5 MANIREDA reserves the right to reject any or all tenders or drop part of tender without assigning any reasons whatsoever.
- 7.6 Offers which are not accompanied by the required earnest money will be summarily rejected.

8.0 Cost:

- 8.1 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.

9.0 Earnest Money Deposit (EMD):

- 9.1 Each Tender shall be accompanied with an earnest money of Rs.15,000/- price in the form of Fixed D-At-Call/Deposit Receipt(FDR)/ Bank Guarantees from a Nationalized/Scheduled Bank preferably having its branch at Imphal (preferably State Bank of India), drawn in favour of the **Director, MANIREDA, Sc. & Tech. Complex, SAI Road, Takyelpat, Imphal – 795001, Manipur.**
- 9.2 Earnest Money shall be forfeited in case of the following:
- a) On revocation of tender or increase in rates after opening of the tender.
 - b) On refusal to enter into contract after award of contract.
 - c) Non submission of Security Deposit.
- 9.3 The EMD shall be returned without interest:
- 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.

10.0 Security Deposit:

- 10.1 It will be @10% of the Order value subject to a maximum of Rs. 5.00 Lakhs. The Security Deposit may also be accepted in the form of Government Security/ guarantee bond of a Nationalised Bank having its branch at Imphal preferably State Bank of India drawn in favour of the consignee covering the Guarantee period. The security deposit shall be submitted by the tenderer within 30 days from placement of the LOA. No interest shall be payable to the bidder on the amount of Security Deposit.
- 10.2 The security deposit submitted by the successful bidder shall be returned after Guarantee period and completion of all items of work as defined in Scope of work, submission of the Final Report and acceptance of the same by MANIREDA.

11. Penalty:

- 11.1 In the case of failure to execute the order within the stipulated time, penalty @ 1/2% per week subject to a maximum of 10% of the total value of the work shall be imposed. **However, in case of delay by 3 months or more, the order may be cancelled and**

the Security Deposit will be forfeited, without prejudice to any other action that may be taken under law. The imposition of penalty is, however, subject to force Majeure Conditions.

12.0 Deviation:

12.1 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.

13.0 Award of Contract:

13.1 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.

14.0 Terms of Payment:

14.1 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.

14.2 20% of the total value of order shall be paid on acceptance of tariff petition.

14.3 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.

14.4 20% of the total value of order shall be paid on issuance of Final Tariff Order of tariff of solar roof tops

14.5 10% of the total value of order shall be paid on submission of review report on the Tariff Order passed by JERC

15. Work Schedule

15.1 Submission and filing of Tariff Petition for solar roof top to the JERC (M&M), shall be completed within 2 months 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)

16 Signing of Formal Contract Agreement:

16.1 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.

17. Termination of Contract:

17.1 The contract is terminable by MANIREDA by giving 30 days notice in writing & settled the compensation payable after examination & having discussions on work completed till the notice period. The balance works shall be at liberty to employ another party.

18. Force Majeure:

- 18.1 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.. If the progress or delivery is delayed due to the above happenings during the delivery period then the delivery period will be extended only to the extent of the time lost, provided notice of such happening issued by a competent authority is given within 30 (thirty) days from the date of happening.

19. Arbitration

- 19.1 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.

20. Legal Jurisdiction:

- 20.1 All disputes relating will be under the Jurisdiction of Imphal only.
- 20.2. 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, Sc. & Tech. Complex,
SAI Road, Takyelpat, 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 for
.....and 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 _____ 2010 _____ at _____.

WITNESS

[SIGNATURE]

[SIGNATURE]

[Name]

[Name]

[Official Address]

[Designation with Bank Stamp]

Attorney as per
Power of Attorney No. _____

Date: _____