

REQUEST FOR PROPOSAL (RFP)

SELECTION OF TRADING PARTNERS FOR SALE OF AVAILABLE POWER UPTO 20MW ON BILATERAL SHORT TERM BASIS (JULY 2018 TO SEPTEMBER 2018)

Issued By:

**Office of the Managing Director
Manipur State Power Distribution Company Limited
(MSPDCL),
3rd Floor, New Directorate Building, Near 2nd M.R. Gate,
Imphal-Dimapur Road, Imphal, Manipur – 795001)**

This Document Contains:

1. General Terms and conditions
2. Particulars of Bidder (Annexure I)
3. Technical Proposal - Standard Forms
 - A) Details of Power traded during last 2 years - Annexure II
 - B) Financial Statements of last three years - Annexure III
 - C) Payment Security Mechanism- Annexure IV
 - D) Schedule of Deviations-Annexure V

NOTE: - *It outlines the terms and conditions subject to which Manipur State Power Distribution Company Limited, (MSPDCL) is inviting offers for Sale of Power through Trading Partners and provides the template of bid and the details as to the information to be provided by the Bidder while submitting the bids. It also briefly outlines the process that will be followed by MSPDCL for evaluation of the bids*

GENERAL TERMS AND CONDITIONS

RFO specification no: 2/54/2018/MSPDCL/739

MSPDCL invites sealed offers from trading companies having valid license from CERC/SERC for selling of short term power upto 20MW for the period of 1st July 2018 to 31st July 2018 initially which can be extended further upto 30th September 2018 depending upon the performance of the selected Trading company in the period of July 2018.

1	Last date and time of submission of tender Document	26-06-2018, 1:00 PM
2	Date and time of opening of tender document	26-06-2018, 3:00 PM
3	Earnest money Deposit (in the form of demand draft in Favour of Power Purchase Account, MSPDCL, payable at SBI Paona Bazar Branch, Imphal)	Rs. 5,00,000/- (Rs. Five Lakhs Only)
4	Cost of Specification (in the form of demand draft in Favour of Power Purchase Account, MSPDCL, payable at SBI Paona Bazar Branch, Imphal)	Rs. 10,000/- (Rs. Ten Thousand Only)
5	Payment Security Mechanism (in form of either LC/ Default Escrow Mechanism / both LC and Default Escrow Mechanism in Favour of Power Purchase Account, MSPDCL, payable at SBI Paona Bazar Branch, Imphal) (to be submitted within 7 days of award)	In case of LC Rs. 75,00,000/- (Rs. Seventy Five Lakhs Only) In case of Default Escrow Mechanism Rs. 75,00,000/- (Rs. Seventy Five Lakhs Only) and all later payments through the Escrow account.

In case, above date happens to be a holiday, then the date of submission and opening of tenders will automatically get shifted to the next working day, but the scheduled time will remain the same.

All tenders must be accompanied by Cost of Specification and Earnest Money Deposit at the rates prescribed in the tender documents. Tenders received without Cost of Specification and Earnest Money Deposit will be summarily rejected.

The prospective bidders are requested to be extra cautious in filing the offers and to get in touch with this office in case of any difficulty. Once the offer is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.

Sd/-
Managing Director
Manipur State Power Distribution
Company Limited

2. SCOPE OF WORK (Bidder):

Scope of work shall include the following:

- I. To explore bilateral opportunities in selling available power on behalf of MSPDCL to different Utilities / industrial consumers.
- II. To ensure timely sharing of market information on all upcoming tenders/bilateral opportunities for procurement of power by utilities and other potential consumers.
- III. To file timely Open Access application for maximum transmission corridor booking.
- IV. Provide timely and accurate market information in the most transparent manner through power market capsule informing about fortnightly suggestions of commercial activities in power sector, upcoming tenders, current and expected rates in future, coal availability scenario, transmission corridor availability scenario etc.
- V. Timely payment of the energy bills raised by MSPDCL as per terms and conditions of the contract.
- VI. To provide adequate payment security Mechanism in form of irrevocable LC/ escrow account, it will be used as a Payment Security Mechanism. In the event, the payment is not made by the due date, then MSPDCL shall have the right to realize the payment through Letter of Credit / escrow account.
- VII. To provide any other assistance as required by MSPDCL for sale of available power.

3. **SCOPE OF WORK (MSPDCL):**

- I. To provide in advance information regarding the quantum of available power with MSPDCL for sale.
- II. To provide written authorization for participation in each tender, according to terms and conditions of each tender.
- III. To ensure supply of power as above at the delivery point.

4. **PRE-QUALIFICATION CRITERIA:-**

The minimum qualifying criteria for considering the proposal for evaluation are as follows:

- I. The trading company should have a valid inter-state trading License issued by CERC/SERC.
- II. The bidder should be a registered Trader/legal entity in India and should have minimum 2 years of experience as trading company.
- III. Adequate technical and financial capabilities to carry out the entire scope of work should be supported by valid relevant documents.
- IV. The firm should not be blacklisted or prevented from participating in any tender by Government of India or by any State Government or any organization or any agency or any Government utility or any Regulatory body or by REC/PFC etc.

5. **Documents to be submitted along with the bids:-**

Following documents or statements duly authenticated are required to be submitted along with the bid.

- I. Copy of trading license, and its category.
- II. Experience in the trading market.
- III. Yearly quantum traded for the last 2 years,
- IV. Man-power strength, actually on roll with qualifications/experience in Power Trading only.
- V. Last three years audited balance sheets, indicating net worth, annual turnover, net profit.
- VI. Solvency certificate.

6. REQUIREMENTS

(A) VALIDITY

- a) Bids shall remain valid for 15 days from the date of opening of Technical Bids;
- b) In exceptional circumstances, prior to expiry of the original Bid validity period, MSPDCL may request the Bidder to extend the period of validity for a specified additional period. The bidder may refuse the request without forfeiting its bid security. The Bidder agreeing to the request will not be permitted to modify his Bid, but will be required to extend the validity of his Bid for the period of the extension.

(B) EMD/SECURITY

- a) The bidder shall be required to submit EMD for an amount of Rs. 5.00 Lacs (Rs. Five Lacs only) in the form of Demand Draft / pay order along with the bid. Demand Draft / Pay Order to be drawn in "**Favour of Power Purchase Account, MSPDCL, payable at SBI Paona Bazar Branch, Imphal.**"
- b) The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible after the expiry of the period of Bid validity/extended Bid validity as the case may be.
- c) If the bidder(s) withdraws his offer within validity period, MSPDCL shall have the right to encash / forfeit the EMD submitted by such Bidder(s).
- d) The EMD to the successful bidder will be refunded within 30 days of declaration of award when valid payment security mechanism is submitted to MSPDCL.

7. RISK ALLOCATION BETWEEN PARTIES:

7.1 Force Majeure Events shall mean the occurrence of any of the following events:-

- a) Any restriction imposed by RLDC/SLDC in scheduling of power due to lower allocation from Generators on account of low generation, breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- b) Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- c) The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.

7.2 Change in Law – Change in Law shall include

- a) Any change in transmission charges and open access charges
- b) Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Seller/bidder

8. CLARIFICATION

MSPDCL may, for any reason, whether on its own initiative or in response to any clarification requested by bidder(s) modify this tender Specification by amendment under intimation to all prospective bidders and may also, at its discretion, extend the last date of submission of bids.

9. **FORMAT OF BID**

The Bid shall be prepared in duplicate clearly marking "Original Bid" and "duplicate Bid", as appropriate. In the event of any discrepancy between the two, the original shall govern. The Bids must be submitted with required EMD, cost of specifications & other documents that may form the Bid. The Bidder's Bid and the documents attached thereto shall be considered as forming a part of the contract documents.

The Tender should be submitted in Two Parts. The following procedure will be adopted for the opening of tenders.

- (a) **Part-I – Earnest Money & Cost of Specification**:- The first part will, consist of earnest money deposit and cost of Specification in the form of demand draft in **Favour of Power Purchase Account, MSPDCL, payable at SBI Paona Bazar Branch, Imphal** Earnest Money Deposit, Tender Specification No. and due date of opening should be indicated on the envelope itself.
- (b) **Part-II- Technical bid**:

The Technical bid should contain the details justifying bidder's eligibility based on detailed evaluation criteria specified in Clause 4 to 5.

Each part of the bid should be sealed in separate / individual covers clearly marked on the outside to identify each envelope, without opening the covers. All the sealed envelopes should be properly tagged and placed in single sealed envelope clearly mentioning the Tender Specification No. and due date of opening on the top.

Bids complete in all respects must be submitted by 01:00 PM on 26.06.2018 in the Office of the Managing Director, Manipur State Power Distribution Company Limited (MSPDCL), 3rd Floor, New Directorate Building, Near 2nd M.R. Gate, Imphal-Dimapur Road, Imphal, Manipur – 795001. The bids shall be opened on the same day at 03:00 PM. In case, the due date happens to be a holiday, then the date of submission and opening of bids will automatically be get shifted to the next working day, but the scheduled time will remain the same.

10. **SUBMISSION OF BIDS:**

- i) All pages of the tender documents shall be signed in full at the lower right hand corner with ink only by the bidder or any person holding Power of Attorney authorizing him to sign on behalf of the bidder. (Copy of Power of Attorney to be enclosed)
- ii) The tender shall contain the name, address and place of business of person or persons submitting the tender.
- iii) Tender submitted on behalf of Companies registered with the Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Registration, Special or General Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the Company, copies of which shall also be enclosed with tender.

- iv) The Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by the written power of attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid;
- v) The Bid shall contain no interpolation, erasure or overwriting except as necessary to correct errors made by the Bidder, in that case, each such correction shall be initialed by the person or persons signing the Bid.
- vii) Bids shall be fully in accordance with the requirements of this document and the annexure attached herewith etc. Appropriate forms furnished with the bidding documents shall be used for quoting various parameters.
- vi) Bids containing response formats duly filled along with supporting documents shall be page numbered and stitched, book bound as one volume. Each page of the bid (along with the supporting documents including CVs) should be signed by the authorized signatory. Spiral/Spico bound documents with end sealed may also be accepted. The documents submitted in any other way is liable to be rejected;
- ix) Conditional bids shall not be accepted.

11. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the Owner's action.

12. NOTIFICATION OR AWARD

Prior to the expiry of the period of Bid validity and extended validity period, if any, MSPDCL will notify the successful Bidder/bidders in writing by registered letter or by email, to be traded in writing by registered letter, that its Bid has been accepted.

13. SIGNING OF MOU

- i) An MOU as per relevant terms and conditions of bid document shall be signed by the MSPDCL with the successful bidder/bidders.
- ii) The period of the MOU will be one year from the date of signing of MOU.
- iii) The authorized representative of successful bidder shall visit the office of MSPDCL, with all necessary documents for signing of MOU.

14. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consulting Trader who submitted the proposals or to other persons not officially concerned with the process, until the award of MOU is notified to the successful bidder.

15. COMMENCEMENT OF WORK & TERMINATION OF MOU

The commencement of work shall take place immediately after the acceptance of the award by the successful bidder. MSPDCL shall have right of termination of this MOU at any moment of time if the firms fails to perform assignments as per the scope of work and other terms & conditions laid down in bid document.

16. ALTERATION /ADDITION

No variation, modification, or waiver of any of the terms and conditions or provisions of the MOU shall be deemed valid unless mutually agreed upon in writing by both parties i.e. MSPDCL and the firm.

17. ADDITIONAL INFORMATION

All the information shall be comprehensive as far as possible to help MSPDCL in properly assessing the capability of the bidder. MSPDCL reserves the right to obtain additional information from the bidders including, but not limited to, affiliated entities and joint ventures of the bidders, bidder's financial strength, litigation and penalties, as MSPDCL may deem necessary to evaluate the bidder(s) and the bids.

18. BID PREPARATION COST

The bidder shall be responsible for all the costs associated with the preparation of its bid and participation in the negotiation process. MSPDCL will not be responsible or in any way liable for such costs regardless of the conduct or outcome of this process.

19. INCOMPLETE/AMBIGUOUS BIDS

MSPDCL reserve the right to reject any bid, which is incomplete, or ambiguous viz-a-viz the information required to be submitted as per this document.

20. JURISDICTION

All legal proceedings in connection with this bid document and resulting MOU with the successful bidder shall be subject to the territorial jurisdiction of the local civil courts at Imphal only.

PARTICULARS OF BIDDER
Annexure –I

1	Name of the firm	
2	Postal address	
3	Telephone no.	
4	Fax no.	
5	Email	
6	Type of organization (Tick)	(a) Sole proprietorship (b) Partnership (c) Joint venture (d) Company
7	Date of commencement of business	
8	Name of proprietor/ Partners/Directors and their details Bio data	Page _ to __Page
9	Details of offices other than H.O. /Controlling office and other infrastructure available	Page _ to __Page
10	Detailed organizational structure with background of key personnel	Page _ to __Page
11	Type of service being offered	Page _ to __Page
12	List of clients	Page _ to __Page
13	Details of empanelment accreditation Electricity Board/Companies/other client alongwith empanelment/accreditation letter	Page _ to __Page
14	Balance sheet and P&L accounts of past 3 financial years	Page _ to __Page
15	Letter /certificates for successful completion of work from electricity companies/Board/other	Page _ to __Page
16	Details of any collaboration/tie up with Indian/overseas Agency /Organization	Page _ to __Page
17	Category of Inter-State license and validity	Page _ to __Page
18	Details of work force on the role of the firm with designations and experience related to power trading business	Page _ to __Page
19	Complete details regarding power generation capacity of the firm, its associate group companies & parent company.	Page _ to __Page

Annexure –II

Details of the power traded during last 2 years

Year	Whether long term/ medium term /short term	Names of the contracting parties	Period of contract	Quantum of power per contract in MW and MU	Actual power traded in MUs under the contract.

Annexure –III

i) Financial statement of the last three financial years

Sr. no.	Particulars	2015-16	2016-2017	2017-18
I.	Annual turnover from consulting business			
II.	Total assets			
III.	Current assets			
IV.	Total liabilities			
V.	Current liabilities			
VI.	Net worth			
VII.	Working capital			
VIII.	Net profit			
IX.	Profit after tax			

Attach supportive statutory audited financial statements

Annexure –IV

Payment security mechanism to be provided by the firm

- I. LC
- II. Default Escrow Mechanism
- III. Both LC and Default Escrow Mechanism

Annexure –V

RATE OF ENERGY (to be filled by bidder)

Sl. no.	Particulars	Amount
I	Quantum	Upto 20MW
II.	Rate of Energy per unit (kwh) Note: This rate will be a single tariff at Manipur State Periphery / Seller Periphery upto three (3) decimals which shall be inclusive of capacity charge, energy charge, transmission charges, wheeling charges, open access charges & losses and trading margin, applicable Point of Connection (POC) charges up to Delivery Point and all taxes, duties, cess etc. imposed by Central Govt. /State Govt./Local bodies.	

Annexure –VI

SCHEDULE OF DEVIATIONS (to be filled by bidder)

Sl. no.	Clause no. of specification	Deviations

We hereby certify that the above mentioned are the only deviations from MSPDCL's aforesaid specification and general Terms and conditions. Except for the above deviations in General terms and Conditions of Specification no. _____ terms and provisions are hereby accepted.

Date:

Signature of authorized Signature