

**GOVERNMENT OF MIZORAM
OFFICE OF THE ENGINEER-IN-CHIEF : POWER & ELECTRICITY DEPARTMENT
MIZORAM : AIZAWL**

NOTICE INVITING TENDER

No. T.17013/1/01/18-EC(P)/Com/ 4 : Dated Aizawl, the 30th April 2020

The Engineer-in-Chief, Power & Electricity Department on behalf of the Governor of Mizoram invites tender for Sale of Renewable Power (Non-Solar) on Short Term Basis from trader having valid Inter State Trading License issued by CERC, and having past experience of consultancy/trading service on behalf of State Power Utilities to enable PEDM for Sale of its surplus Renewable power (Non-Solar) for the period from 22.07.2020 to 31.12.2020.

1.	Last Date and time of submission of tender Document	21.05.2020 12:00 Noon
2.	Date and Time of opening of tender document	21.05.2020, 1:00 PM
3.	Earnest money Deposit	Rs. 5,00,000/-
4.	Cost of Specification	Rs. 1,000/-

The Tender document is available at the website <https://www.power.mizoram.gov.in> and it can also be had from the office of the undersigned during office hours from the date of issue of tender.

Sd/- LALDUHZUALA SAILO
Engineer-in-Chief, P&ED

TENDER SPECIFICATION

For

**SALE OF SURPLUS RENEWABLE
ENERGY (NON-SOLAR)**

**FOR THE PERIOD
FROM 22.07.2020 TO 31.12.2020**

THROUGH BILATERAL MODE

Content of the Document

1. NIT
2. General Terms and Conditions
3. No Deviation Certificate
4. Annexure for Price & Quantum Bid

NOTE :- *It outlines the terms and conditions subject to which Power & Electricity Department, Govt. of Mizoram (PEDM) is inviting offers for sale of available surplus Renewable Energy (Non-Solar) of energy 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 PEDM for evaluation of the bids.*

**NOTICE INVITING TENDER FOR SALE OF AVAILABLE SURPLUS RENEWABLE ENERGY
(NON-SOLAR) THROUGH POWER EXCHANGE**

TENDER SPECIFICATION NO : T.17013/1/18-EC(P)/Com/4

Dt 30th April 2020

The Engineer-in-Chief, Power & Electricity Department on behalf of the Governor of Mizoram invites tender for Sale of surplus Renewable Power (Non-Solar) on Short Term Basis from trader having valid Inter State Trading License issued by CERC, and having past experience of consultancy/trading on behalf of State Power Utilities to enable PEDM for Sale of available surplus Renewable power (Non-Solar) for the period from 22.07.2020 to 31.12.2020.

1.	Last Date and time of submission of tender Document	21.05.2020 12:00 Noon
2.	Date and Time of opening of tender document	21.05.2020, 1:00 PM
3.	Earnest money Deposit (in the form of Demand Draft from any Nationalized Bank in favour of Engineer-in-Chief, Power & Electricity Department. Payable at any Nationalised bank at Aizawl)	Rs. 5,00,000/- (Rupees Five Lakh only)
4.	Cost of Specification (in the form of Demand Draft from any Nationalized Bank in favour of Engineer-in-Chief, Power & Electricity Department. Payable at SBI, Dawrpui Branch, Aizawl)	Rs. 1,000/- (Rupees One Thousand only)

The Tender documents is available at the website <https://www.power.mizoram.gov.in> and it can also be had from the office of the undersigned during office hours from the date of issue of tender.

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 Earnest Money Deposit in the form of Demand Draft. Tender without Earnest Money Deposit will be instantaneously rejected. Bidder downloading tender document from website shall have to bring Cost of Specification at the time of submission of tender document.

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

PEDM reserves the right to reject any or all tenders or to accept any tender in full or part as may be considered advantageous to PEDM, without assigning any reason whatsoever.

Telegraphic/Telex/faxed bids shall not be accepted.

Sd/- LALDUHZUALA SAILO
Engineer-in-Chief, P&ED

General Terms & Conditions

1. Scope:

Scope of the contract shall be sale of available surplus Renewable power (Non-solar) on short term basis which shall be governed as per the general terms & conditions specified herein.

2. Eligible Criteria:

The intending bidder(s) should fulfilled the following mentioned criteria:

- (i) The participating bidder should be an Indian entity
- (ii) The participating bidder should have a valid trading license (category II or above) issued by Hon'ble CERC a copy of which should be submitted alongwith tender document
- (iii) The bidder should have traded at least 100 MU of RE power (Non-solar) from all over India during last three (3) Financial Years. Documentary proof that specified quantum of RE power sold during each last three Financial Year should be submitted.

3. Bid Security/Earnest Money Deposit

- The Bidder shall have to deposit earnest money of Rs.5,00,000/- (Rupees Five Lakh only) in the form of Bank Guarantee issued by any Nationalized Bank in favour of "*Engineer-in-Chief, Power & Electricity Department, Mizoram (PEDM)*" payable at any Nationalized Bank at Aizawl as a security deposit (EMD). If Part 'A' of the bid is not submitted or, if on opening Part 'A' of the bid, it is observed that the EMD amount is not enclosed or is found less than the above amount, the bid shall be outrightly rejected and Part-B of the bid submitted by such a Bidder shall not be opened.
- The EMD shall be forfeited, if a bidder(s) withdraws or modifies its bid(s) during Bid Validity Period.
- The EMD of the successful bidder shall be converted to Contract Performance Guarantee and will be retained by PEDM till completion of the contract.

No interest shall be paid on the Earnest Money Deposit (EMD).

4. Delivery Point:

- The delivery point for supply of power by PEDM shall be North Eastern Regional Periphery.

5. Transmission Charges & Losses:

- **Before Delivery Point:**

All charges and losses up to delivery point including but not limited to POC Injection Charges & Losses, Transmission Charges & Losses, RLDC/SLDC Operating charges, SLDC Application fee or any other charges applicable as amended from time to time shall be borne by **PEDM**.

- **Beyond Delivery Point:**

All charges and losses beyond delivery point including but not limited to POC Withdrawal Charges & Losses, STU and Wheeling Charges & Losses, RLDC/SLDC Operating charges, RLDC/SLDC Application fee, or any other charges applicable as amended from time to time shall be borne by the successful **Bidder**.

6. Scheduling:

PEDM and successful bidder shall schedule the available surplus Renewable power (Non-Solar) in full in consultation with each other and as mutually consented by both PEDM and successful bidder except in case of force majeure conditions. The Scheduling & Dispatch of the power shall be in accordance with the respective SLDCs/RLDCs and as per relevant provisions of Indian Electricity Grid Code (IEGC), framework of Availability Based Tariff (ABT) and the decisions of RLDC and Regional Power Committee (RPC).

- a. The power shall be scheduled and dispatched as per the prevailing relevant provisions of Central Electricity Regulatory Commission (CERC) (Open Access in inter-state transmission).
- b. Successful Bidder shall be responsible for arranging concurrence of SLDCs required for short term open access other than Mizoram SLDC, concurrence of which will be under the purview of PEDM .
- c. In case of cancellation of corridor by the RLDC due to system constraints, the refund to be received by successful bidder from RLDC, if any, against PEDM, shall be refunded within 7 working days of receipt from the Nodal RLDC.

7. Submission of Bid:

The bidder(s) shall submit their bid(s) in sealed envelopes in the following two parts:

Part – A:

- a) Covering Letter
- b) Earnest Money Deposit in the form of Bank Guarantee/Demand Draft.
- c) Copy of valid Inter-state Energy Trading License issued by CERC.
- d) No Deviation Certificate.

Part – B:

"Part B" shall comprise of 'Price and Quantum Bid' in the prescribed format enclosed as Annexure.

Both part A & B shall be put together in one sealed envelope super-scribed with words **“Tender for Sale of Surplus Renewable Power (Non-Solar) in favour of PEDM”** with **Due Date of Opening** and shall be sent to the following address:

***(‘Engineer-in-Chief, Power & Electricity Department, Mizoram’,
Kawlphetha, New Capital Complex, Khatla, Aizawl.)***

Incomplete & Conditional Bid(s) shall not be considered for evaluation and summarily rejected.

8. Rate:

The bidder(s) shall offer rate for purchase of available surplus Renewable power (Non-Solar) from PEDM at Delivery Point in Rupees per kWh as per Annexure. Bids wherein price rate is quoted at a point other than delivery point i.e. North Eastern Regional Periphery, shall not be considered.

9. Bid Validity Period:

The offer shall remain valid for a period of 15 days from the date of opening of bid and the Bidder(s) shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the bidder withdraws or alters any terms and conditions during the period of validity, EMD submitted by the bidder shall be forfeited.

10. Compliance to the Terms and Conditions:

The Bidder(s) is/are advised to ensure that the bid is fully complied with the requirements specified, terms and conditions contained in the Bid Document. No deviation(s) against the tender document clauses shall be taken by the bidders.

11. Issuance of Letter of Award:

PEDM shall intimate the award of the contract to the successful bidder(s) through a Letter of Award (LoA). Successful bidder(s) shall convey their acceptance of LoA within 5 working days from the date of issuance of LoA. Acceptance of LoA shall be construed as a binding contract and failure to comply with this requirement within the stipulated period will be construed to be the unwillingness on part of the successful bidder and LoA issued by the PEDM shall stand automatically withdrawn along with forfeiture of Earnest Money Deposit. After acceptance of LoA, the successful bidder(s) shall execute the detailed Power Purchase Agreement with PEDM within 15 days incorporating provisions of the General terms and conditions mentioned herein.

12. Execution of Power Purchase Agreement:

The successful bidder shall have to execute the Power Purchase Agreement with PEDM within 15 days of acceptance of LoA, failing which LoA shall be liable to be terminated and EMD shall be forfeited.

The Power Purchase Agreement with the successful bidder shall be exclusive and shall have no correlation/linkage whatsoever with any other contract executed by the parties or to be executed by the parties.

13. Billing:

PEDM shall raise bills on monthly basis to the successful bidder for the energy scheduled at the delivery point based on the final REA issued by the concerned RPC.

14. Payment:

Successful bidder will make the payment to PEDM within 10 working days from the date of receipt of the energy bills. In the event of the due date of payment being a Bank holiday, the next working day shall be considered as the due date of payment.

15. Rebate on Payment:

A rebate @ 1.5 % shall be applicable on payment of Energy bill within due date of payment. No rebate shall be applicable on payment of Open Access Bills.

16. Late Payment Surcharge

A surcharge of 18% (Eighteen Percent) per annum shall be applied on all payments, outstanding after the due date of payment for the period of non-payment beyond the due date. This surcharge would be calculated on day-to-day basis for each day of the delay. Any disputes raised on the energy bills shall not be treated as outstanding.

17. Compensation for reduced supply/off take:

Without prejudice to the provisions of Force Majeure, if Successful Bidder fails to draw 85% of the Approved power under Open access by Nodal RLDC, Successful Bidder shall pay compensation at 15% of the tariff per kWh at which Successful Bidder shall be purchasing power against this bid document from PEDM for the quantum of power that falls short of 85% of the Approved Power. On the other hand, if PEDM fails to supply 85% of the Approved power under Open access by Nodal RLDC, P&ED, Mizoram shall pay compensation at the same rate i.e. 15% of the tariff per kWh to Successful Bidder for the quantum of off takes that falls short of 85% of approved Power.

The quantum of power for calculation of compensation amount shall be undertaken on monthly basis.

18. Termination of Power Purchase Agreement:

PEDM reserves full right to terminate the Power Purchase Agreement in case the successful bidder(s) fail(s) to abide by the stipulated terms and conditions. In such an eventuality PEDM shall neither be responsible nor liable for any loss suffered by the successful bidder.

19. Force Majeure:

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

- I. Any restriction imposed by RLDC/SLDC in scheduling of power due to break down of Transmission /Grid constraint shall be treated as Force Majeure without any liability on either side.
- II. Any delay or Non-issuance of NOC by SLDC.
- III. 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.
- IV. Change in Law:
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.

The party seeking benefit of this clause shall fully satisfy the other party by written information about the force majeure event within seven days from the date of occurrence of the event.

20. Change in Law:

In case of change in law or restriction imposed by regulator (Central or State) or Government (Central or state) or Appellate Tribunal or Courts on any aspect of sale or purchase of power, the same shall be binding on both seller and buyer.

21. Revision of Schedule /Cancellation of Open Access

- In case of partial or full approval of open access application, the Party seeking revision/cancellation of partially or fully approved open access corridor shall bear all of the open access charges including open access application fee as applicable under Intra-state open access regulation

from the injection point till the point of drawl applicable due to such revision/cancellation/surrender.

- In case of withdrawal of open access application, once it is punched but not approved yet, Party seeking such withdrawal shall be liable for payment of Open Access Application fee or any other charges associate with it.

22. Dispute Resolution Mechanism:

Disputes of any nature that may arise in connection with this tender enquiry which falls under Electricity Act, 2003, shall be filed and forwarded to the Court(s) located at Aizawl alone. The courts at Aizawl shall have exclusive jurisdiction to entertain and try all matters arising out of this Bid Document.

23. Extension of Contract :

Extension of the contract shall be solely the discretion of PEDM

NO DEVIATION CERTIFICATE

(To be signed by the authorized person of the bidder)

We/I have carefully gone through the bid document and ourselves/myself hereby confirm that our/my offer strictly conforms to the requirement of the bid document and all the Terms & Conditions are acceptable to us/me.

Date :

Signature :

Place :

Name :

Status :

Whether Authorized Yes/No

NAME OF BIDDING COMPANY

ANNEXURE

Price and Quantum Bid

[illegible]