

**INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE-411 008
TENDER NOTICE**

Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune-411008 (India) invites sealed separate tenders for following work (Part-I – Technical Bid, Part-II – Commercial Bid) in separate sealed covers from Contractors registered in the approved list of contractors of PWD/ MES/ CPWD/ Railways/P&T/Experienced industrial contractors and any other government departments in appropriate class for following works.

SR. NO.	Tender Notice No.	NAME OF WORK	Tender Document Fees in Rs.	Date of Issue of Tender documents From -TO	Date and Time of Pre- Bid Meeting	last date of receipt of tender	Date & time of opening the tender (technical bid only)
1	CE/Multi training facility/landscape/IITM/2012	Development of landscape garden for multi training facility building at IITM, Pune	Rs. 1000=00	30/01/12 to 21/02/12	07/02/12 at 1100 hrs	21/02/12 at 1230 hrs	21/02/12 at 1500 hrs
2	CE/Maint/2012/12	Maintenance of Landscape garden at Office & Colony Premises at IITM,Pune	Rs. 500=00	30/01/12 to 21/02/12	08/02/12 at 1100hrs	21/02/12 at 1230 hrs	21/02/12 at 1500 hrs
3	IITM/EMU/Power Purchase/2011-12	Procurement of renewable electrical energy from generators/Agencies/Power traders/Merchant Power plant at IITM, Pune	Rs. 1000=00	30/01/12 to 21/02/12	06/02/12 at 1100 hrs	21/02/12 at 1230 hrs	21/02/12 at 1500 hrs

Tender documents can be obtained for the above works from office of Civil Wing of the Institute and also can be down loaded from the Institute's web site.

The Institute reserves the reight to reject any or all tenders without asigning any reasons thereof . For further details please visit our website :www.tropmet.res.in

Civil Engineer
For Director
Email : anupam@tropmet.res.in

TENDER DOCUMENTS

FOR

**PROCUREMENT OF RENEWABLE ELECTRICAL
ENERGY**

**FROM: Generators / Agencies / Power
Traders / Merchant Power Plants**



Indian Institute of Tropical Meteorology,

Dr. Homi Bhaba Road, Pashan, Pune 411008.

Web : <http://www.tropmet.res.in>

Fax : 020 - 25893825

Telephone: 020 - 25904335

**INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE-411 008**

Tender No. EM/IITM/POWER PURCHASE/2011-12

TENDER NOTICE

Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune-411 008 (India) invites sealed separate tenders for following work (Part-I – Technical Bid, Part-II – Commercial Bid) in separate sealed covers from agencies/generating companies involved in renewable electrical energy, power traders, Merchant power plants as per electricity act 2003 and Indian electricity grid code 2010 through open access mechanism in appropriate class for the following work.

**Name of work: - PROCUREMENT OF RENEWABLE ELECTRICAL ENERGY
From Generators/Agencies/Power Traders/Merchant Power Plant**

Tender documents can be obtained from Office of Civil Wing, of this Institute and also can be downloaded from the Institutes' website.

Date of issue of tender documents from **30/01/2012 to 21/02/2012**

Pre - Bid Meeting **06/02/2012 at 1100 hrs**

Last date of receipt of Tender at IITM, Pune: **21/02/2012 at 1230 hrs**

Opening of Tenders (Technical Bids only) : **21/02/2012 at 1500 hrs**

The Institute reserves the right to reject any or all tenders without assigning any reason thereof. For further details please visit our Website: www.tropmet.res.in

Civil Engineer
for Director
Email: anupam@tropmet.res.in

Name of Owner & Address	Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune-411 008 (India)
Nature of Work	PROCUREMENT OF RENEWABLE ELECTRICAL ENERGY
Cost of Tender Document	Rs.1000/-
EMD	Rs.1.00 lakhs
Enablement of open access permission	4 Months from issue of LOI

INDEX

- 1. List of acronyms and abbreviations**
- 2. Relevant terms and their definitions.**
- 3. Introduction**
- 4. Scope of Work**
- 5. Energy - Technical Features**
 - a. Quantum of Power required
 - b. Type of Energy
 - c. Period of supply
 - d. Source Of Supply
 - e. Consumption pattern
 - f. Credit Mechanism
 - g. Technical Details
 - h. Statutory Compliances
- 6. The bid**
 - a. Invitation for bids
 - b. Bidding Process Cost
 - c. The 'TENDER'
 - d. Instructions for submission
 - e. Ambiguity in quotation
- 7. Security Provisions**
 - a. Earnest Money Deposit
 - b. Earnest money of successful bidders
 - c. Earnest money of unsuccessful bidders

8. Pricing and Billing

- a. Energy pricing
- b. Pricing Methodology
- c. Billing

9. Terms and conditions

- SPECIAL CONDITIONS OF THE TENDER
- Others

10. Award of Contract

- a. The process
- b. Special terms and conditions
- c. Disputes and jurisdictions
- d. Governing Law
- e. Arbitration

11. Important dates / Timelines

- a. Period of supply
- b. Validity of the bids
- c. Date and time for submission of bids
- d. Date of opening

12. Disclaimer**13. Penalty****14. Annexure**

- A. Bidder's information
- B. TENDER FORM
- C. Declaration

1. List of acronyms and abbreviations

General:

CERC: Central Electricity Regulatory Commission

CTU: Central Transmission Utility

CPP: Captive Power Producer

DD: Demand Draft

EA: Electricity Act

EMD: Earnest Money Deposit

IITM: Indian Institute of Tropical Meteorology

IPP: Independent Power Producer

LOI: Letter Of Intent

LOA: letter Of Agreement

MSEDCL: Maharashtra State Electricity Distribution Company Limited.

MNRE: Ministry of New and Renewable Resources

MERC: Maharashtra Electricity Regulatory Commission

MNES: Ministry of Non-conventional Energy Sources

NLDC: National Load Despatch Centre

OA: Open Access.

PO: Pay Order.

RBI: Reserve Bank Of India.

RLDC: Regional Load Despatch Centre.

SERC: State Electricity Regulatory Commission.

SLDC: State Load Despatch Centre.

SD: Security Deposit.

Technical

HT: High Tension

KWh: Kilo Watt hour

KV: Kilo Volt

KVA: Kilo Volt Ampere

MWh: Mega Watt hour

MU: Million Units

2. Relevant terms and their definitions.

“**Agreement (s)**” means the Agreement to be entered in by the successful Bidder and IITM, subsequent to the Tender process.

“**Distribution licensee**” means a licensee authorized to operate and maintain a distribution system for supplying electricity to the consumers in his area of supply (For this document it is Maharashtra State Electricity Distribution Co. Ltd i.e. MSEDCL.).

“**Energy**” shall have the meaning ascribed to such term in the Law. This means physical electrical energy, expressed in megawatt hours (“**MWh**”) or kilowatt hours (“**KWh**”) of the character commonly known as three-phase, fifty-hertz, electrical energy.

“**Energy Credit**” is equivalent to One KWh of energy supplied. **One KWh** is also known as / equivalent to “**ONE UNIT OF ELECTRICAL ENERGY**”.

“**Generator**” means the ‘owner’ of a generating facility, who is willing to sell the generated energy, along with having rights for the same.

“**Interest Rate**” means the rate of interest equal to the recent prime lending rate published by RBI, plus two percent (2%).

“**IITM**” is the entity with whom the said generated energy credits are promised to be extended for the location and shall have a contractual Agreement for affecting the Credits.

“**IITM’s Energy Bill**” means the monthly bill raised by the distribution licensee of the area (Maharashtra State Electricity Distribution Co. Ltd i.e. MSEDCL), for the HT connection of IITM.

“**Location**” shall mean **Indian Institute of Tropical Meteorology**, situated at **Dr. Homi Bhaba Road, Pashan, Pune - 411008**.

“**OPEN ACCESS**” means as per **THE ELECTRICITY ACT, 2003**: The non-discriminatory provision for the use of transmission lines or distribution systems and associated facilities with such lines or systems by any licensee or consumer or a person engaged in generation, in accordance with the regulations specified in concern by the Appropriate Commission from time to time.

“Period / Period of Delivery” means the period beginning with the date of entering into an Agreement following the process and extending to the next five years from the date of agreement.

‘Renewable Energy Sources’ means renewable sources such as small hydro, wind, solar including its integration with combined cycle, biomass, bio fuel cogeneration, urban or municipal waste and other such sources as approved by the MNRE.

“Renewable Energy” / “Renewable Electric / Electrical Energy” means the grid quality electrical energy, produced by the use of renewable resources (as defined and understood by MNRE, and any other concerned and competent Authority), fed into the grid, in compliance with all the prevailing rules and laws specified in concern by the State, National, Regional and any other concerned and competent Authority from time to time.

“Renewable Energy Power Plants / Generating Facility” means a generating facility owned by the generator, situated at a defined place, generating grid quality electricity from renewable energy sources, and delivering energy to the grid at a defined Point-of-delivery, thro’ an identified Meter in compliance with all the rules and regulations specified from time to time, in this regard.

“Utility” means Distribution/Transmission Licensee enabling Open Access transaction. (For this document it is Maharashtra State Electricity Distribution Co. Ltd i.e. MSEDCL)

3. INTRODUCTION

IITM is a premiere research Institute to generate scientific knowledge in the field of meteorology and atmospheric sciences that has potential application in various fields such as agriculture, economics, health, water resources, transportation, communications, etc.

IITM is soliciting bids from Generators / Agencies / Power Traders / Merchant Power Plants across India, having marketable "Renewable Electrical Energy", for the supply of the same ("Renewable Electrical Energy"), for its location, through Open Access Mechanism, in compliance with all the rules, regulations and guidelines issued by MERC, MSEDCL and other national and state competent Agencies, in this respect, from time to time.

4. Scope of Work

- a. Supply of "Renewable Electrical Energy" for the location as follows:

Duration	Quantum
5 Years	Approx. 1.2 MU (Million Units) per year

- b. The Bidder shall ensure the proposed energy credits throughout the given period.
- c. The Bidder shall find the suitable source(s) of energy as per the requirement of IITM.
- d. The Bidder shall assist in optimizing the energy cost for the entire consumption.

- e. The Bidder shall be responsible for Energy purchase price negotiations with the Sources and signing of all the relevant Agreements, to that effect.
- f. The Bidder shall be responsible for enabling the Open Access to IITM.
- g. The Bidder shall be responsible for the smooth Open Access Transaction for wheeling of Energy credits, thus generated by the source(s).
- h. The Bidder shall ensure the credits periodically to the IITM's energy billing calculations. The concerned Authority for the credit mechanism is to be MSEDCL (UTILITY / Distribution licensee), and all the energy credits adjustment are to be undertaken with this specified Authority only.
- i. The Bidder shall be responsible for entire communication between the UTILITY, IITM, source(s) and any other concerned agency as applicable.
- j. The Bidder shall represent and warrant that they shall apply and obtain Open Access Permission applicable for the location from MSEDCL and any other concerned agency as applicable, and there should be no legal impediment for this arrangement during the entire duration of supply.
- k. The Bidder shall at its own expense strictly comply with all laws, rules and regulations of all public authorities where Bidder conducts its business relating to its performance of or obligations under its Agreement with IITM.

5. Energy - Technical Features (General terms and conditions for procurement of electricity)

a. Quantum of Power required:-

IITM has obtained 22 KV Power supply with contract demand of 2500 KVA from 132 / 22 KV Ganeshkhind (Pune) Substation through 'Express Feeder' of MSEDCL (UTILITY / Distribution Licensee), Pune. Against this the Monthly maximum demand has reached up-to 1300 KVA only. There is a programme of adding additional connected load in near future. The requirement of energy during 2012 will be around 1.0 to 1.2 MU.

The duration and the Quantum of Power required for the location are as follows:-

Duration	Quantum
5 Years	Approx. 1.2 MU (Million Units) per year.

b. Type of Energy:-

- The energy being supplied should essentially be grid quality "Renewable Electrical Energy" as defined and understood by MNRE, and as defined in this document, generated and delivered to the grid in compliance with all the prevalent rules, regulations, and guidelines issued in this respect by CERC, NLDC and any other concerned and competent Authority from time to time.

c. Period of supply

- The period of supply commence from the date of entering into an agreement with the Bidder and will continue for the next five years.

d. Source Of Supply

If the bidder is other than the Generator, he should preferably supply quantum of power from one source (Generator) only, however the bidder may supply quantum of power from different sources (Generators).

Consumption pattern:-

The Bidder should offer maximum quantum in-line with IITM's consumption pattern described below. The data has been collected over a period of 9 months, and further analyzed to draw references and results.

I. Monthly Zone-Wise consumption pattern for IITM:-

The following table (table 1) depicts the Monthly Zone – Wise power consumption

Table 1:

			1	2	3	4	5	6	7	8	9		
Sr. No.	Zone	Period Time	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Total Units (Zone-wise)	Ave. Units (Zone-wise)
1	A	2200-600 = 8 hrs.	70970	88970	130040	252320	181560	245400	212720	258160	226680	1666820	185202
2	B	600-900, 1200-1800 = 9 hrs.	94350	118530	162840	299920	214200	292200	255040	302240	268760	2008080	223120
3	C	900 -1200 = 3 hrs.	30350	42120	55400	99440	71480	97000	86800	100680	90360	673630	74848
4	D	1800 -2200 = 4 hrs.	39680	48940	69840	130480	90560	125320	106040	135000	119960	865820	96202
5	Total units	24 Hrs.	235350	298560	418120	782160	557800	759920	660600	796080	705760	5214350	579372

IITM: Monthly Zone-Wise Consumption Pattern

II. Average Zone-Wise consumption Pattern for nine IITM:-

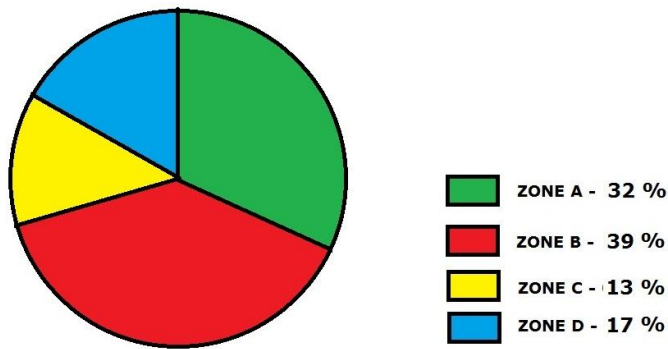
The following table (table 2) depicts the Average Zone - Wise power consumption as percentage of total consumption, and the same has been represented pictorially as a pie-chart in Figure 1.

Table 2:

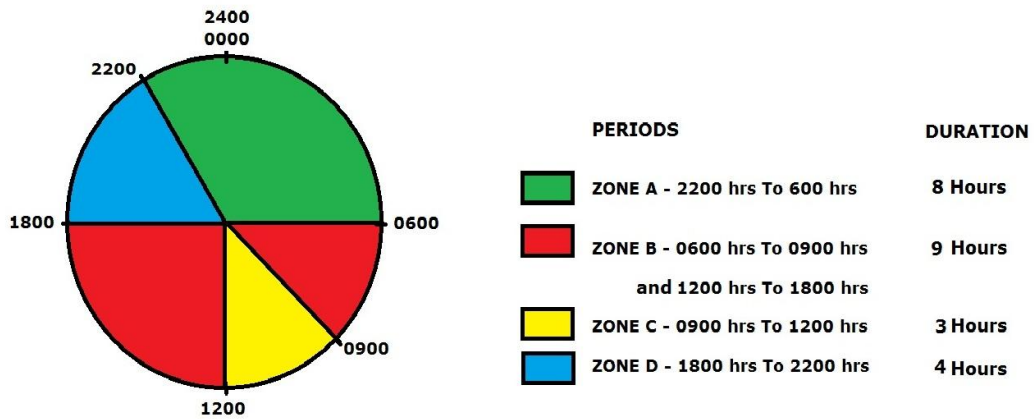
Zone	Average Units	Average percentage (%)
Time Slots		
A	185202	32
B	223120	39
C	74848	13
D	96202	17
	579372	100

Average Zone-Wise Consumption pattern

Figure 1.



Average Zone-Wise Consumption pattern



DAILY TIME ZONES AS PER MSDCL TARRIF

e. Credit Mechanism

The Bidder shall sell the promised amount of energy, generated and delivered to the UTILITY grid at the Point of Delivery associated with the Generating Facility, to IITM thro' Open Access Mechanism. The transfer of the Energy Credits to IITM shall enable IITM to avail Credits to its establishment under the jurisdiction of the concerned UTILITY.

f. Technical Details

- The bidder shall state the transmission path to be used (elaboration required).

g. Statutory Compliances:-

The energy delivered to the grid should be in compliance with:-

1. Electricity Act 2003
2. Indian Electricity Grid Code 2010.
3. All specifications, rules and regulations specified by MNRE, the nodal agency for the development of renewable energy schemes in India, from time to time.
4. Comprehensive guidelines for renewable power projects that have been issued by the MNES from time to time.(available at <http://www.mnre.gov.in/>)
5. Rules and regulations issued in relation, by CERC, SERCs, NLDC, RLDCs, SLDCs and any other concerned and competent authority.

Note:-The Terms are subjected to modification as per the change of Terms & Conditions of Utility and other concerned Authorities, if any.

6. The bid

a. Invitation for bids

IITM is soliciting bids from Generators / Agencies / Power Traders / Merchant Power Plants across India, having marketable "Renewable Electrical Energy", for the supply of the same ("Renewable Electrical Energy"), for its location, through Open Access Mechanism, in compliance with all the rules, regulations and guidelines issued by MERC, MSEDCL and other national and state competent Agencies, in this respect, from time to time.

b. Bidding Process Cost

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

c. The 'TENDER':-

- Interested parties are requested to submit bids (TENDER FORM) complete in all respects as per the format provided in "Annexure B", on their own letterhead along with all other relevant tender documents, necessary and as deemed applicable for the completion of the bid.
- The complete tender document must include, but is not limited to:

I. Bidder's information:

The bidder's information should indicate as clearly as possible, the modes / means of communications to be used as and when the need arises, the General,

Technical and Financial information regarding the bidder, details of Authorization, which may include the licence and / or any other relevant document necessary for the bidder to prove its competence for the required service, the details of litigations and penalties, as of the date and should include all the relevant documents from the concerned Administrative authorities (Electrical and Legal).

The Bidder should provide the description of similar agreement(s) entered / completed / undergoing with different firms or parties along with the relevant documents in support of the information provided in this respect.

II. Tender Form

The tender form should be completely and appropriately filled, along with quotations/citations as required and shall be accompanied by any other reference or supporting document with respect to the information provided, as deemed fit by the bidder, in accordance with the instructions provided in this document.

III. Declaration

The declaration section should be completely filled, and duly signed by appropriate authority, along with the seal, in accordance with the instructions provided in this document.

- Important:-
 - The bid should include all the documents that are required for the completion of the bid, and in support of the information provided by the bidder wherever applicable, in accordance with the instructions provided in this document.

- 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, if signed other than Directors / Owners).
- In the event of the tender being submitted by a Partnership firm, it must be signed by all the partners (copy of partnership deed should be enclosed), and in the event of absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so (certified copies of which should be enclosed).
- In case the bidder is other than Generator, LOI / LOA with the supplier shall be attached with the bid. Bids received without LOI / LOA / comfort letter of generator(s) / source(s) shall not be considered for evaluation.
- The bidder shall provide the portfolio of source(s) of supply.
- The source-wise quantum and the landed rates including Transmission Losses and Open Access Charges should be clearly indicated in the bid document, along with all other relevant information.
- Offer received in person or by post after the due date and time of submission shall not be opened and no correspondence shall be entertained in this regard.
- All information and documents submitted must be in 'English' language only, except for where it is inapplicable.

d. Instructions for submission:-

- The Tender should be submitted in two Parts, in separate envelopes, called **Technical Bid** – PART A. **Commercial Bid** - PART B respectively.

I. Technical Bid Part 'A' envelope shall contain:-

- Covering Letter (format – Annexure C).
- Earnest Money Deposit (EMD) duly sealed in an envelope, with Demand Draft / Pay Order No. Amount of Rs.1.00 lakhs, Tender Specification No. and due date of opening indicated on the envelope itself.
- In case the Bidder is exempted from payment of E.M.D, on the account of statutory directives, a declaration stating that the bidder is a Government or Semi Government Institution under Government of Maharashtra or fully owned undertaking of any State Government or Government of India, should be provided on their letterhead, and the letter should substitute the E.M.D document within part 'A'.
- Bidders Information.
- Complete details of any suit pending against/filed by Bidder in CERC/SERC/Courts/Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
- LOI's of the suppliers. (In case of bid by a trading licensee / Agencies.)
- Copy of Power of Attorney to be enclosed (In case signatory is other than Directors / Owners of the Bidding Company).

- Copy of partnership deed (In case the bidder is Partnership firm).
- Bidders information and portfolio plus experiences,
- In case the bidder is other than Generator, LOI / Agreement with the supplier shall be attached with the bid. Bids received without LOI / comfort letter of generator / source(s) shall not be considered for evaluation.
- The bidder shall provide the portfolio of source(s) of supply.

II. **Commercial Bid Part 'B' Envelope shall contain:-**

- Quotation/Commercial Bid ("Annexure C") for supply of renewable energy to IITM as per the instructions in this document.

.....

- Bidder shall submit the tender along with non-refundable tender fees of Rs.1000/- (Rupees **One thousand only**) in the form of Demand Draft drawn in favour of "The Director, Indian Institute of Tropical Meteorology" payable at Pune.
- The Bidder shall submit the tender either by registered post or in person, at the location on / before the time & date, indicated in tender document.
- If submitted in person the tender should contain the name, residence and place of business of person or persons submitting the tender.
- Telegraphic offer or offers received in the form of telex messages, or by cable or fax or email shall not be entertained and shall not be considered under any circumstances.

e. Ambiguity in quotation

Any ambiguity in the terms and conditions may lead to the rejection of tender.

The Bidder should note that there shall be no deviation in respect of the following

terms specified in the tender documents and in case of deviation if any, the tender shall be liable for rejection.

- (i) Terms of payment
- (ii) Period of validity of offer
- (iii) Jurisdiction of Court
- (iv) Deviations from Tender document.

7. Security Provisions

a. Earnest Money Deposit

- The bidder shall be required to submit EMD for an amount of Rs. 1,00,000/- (Rs. One lakhs only) in the form of Demand Draft / Pay Order from nationalised Bank drawn in favour of " The Director, Indian Institute of Tropical Meteorology" payable at Pune, unless the Bidder is exempted, on the account of statutory directives, i.e. All Government and Semi Government Institutions under Government of Maharashtra and fully owned undertaking of any State Government and Government of India are exempted from payment of E.M.D.
- The Bidder shall include the Earnest Money Deposit as mentioned along with the tender. The tender without Earnest Money Deposit shall be summarily rejected.
- No interest shall be paid on the Earnest Money Deposit.
- The relevant Demand Draft / Pay Order Number should be mentioned in the tender form.
- In the event the Bidder withdraws his offer during the validity period and/or fails to supply power after issue of L.O.I. the Earnest Money Deposit (EMD) shall stand forfeited.

b. Earnest money of successful bidders:

- The EMD of the successful Bidder shall be converted into "SD – Security Deposit", and will be returned only after the completion of contract.
- SD will be in the form of Bank Guarantee from the Nationalised Banks.

c. Earnest money of unsuccessful bidders:

- The EMD shall be refunded to the unsuccessful bidders within 30 days after the opening of the tender, or finalization of work order with the successful bidder, whichever is later.

8. Pricing and Billing

a. Energy pricing

Open Access Transaction Mechanism cost

The transmission charges, transmission losses, RLDC charges or any other charges covered in Open Access Regulations notified by CERC and the procedure for Open Access stipulated by the Central Transmission Utility (CTU) (as amended up to date) for supply of energy up to the delivery point shall be included in the sale price.

The Bidder shall quote the price in (Rs. XX / KWh), including trading margin at which he is prepared to deliver the energy at the delivery point. These rates shall be loaded with all the Open Access Mechanism cost and expenses, duties, levies etc.

b. Pricing Methodology

Pricing for the energy & service charges, for the net energy credited to IITM's Account, shall be done as per the methodology given below:

S.No.	Description	Price
1.	Fixed Charges	
2.	Variable Charges (To be specified if any)	

c. Billing

- The energy charges for the net energy credited to IITM's account should be billed monthly or as per a Credit note.
- The Time of the Day slots shall be applicable as per the prevailing Tariff Order for the Utility.
- The pricing methodology should be as described in this document.

9. Terms and conditions

➤ SPECIAL CONDITIONS OF THE TENDER

(a) Subject to the terms and conditions set forth herein this section, the Bidder shall sell to IITM the promised amount of Energy generated and delivered to the UTILITY grid at the Point of Delivery, associated with the Generating Facility.

(b) The transfer of the Energy Credits to IITM hereunder shall enable IITM to avail credit to its establishment under the jurisdiction of MSEDCL, Pune.

(c) Subject to Section (d) hereof below, the Bidder hereby represents warrants and covenants to IITM that, with respect to any and all Attributes sold and delivered to IITM hereunder:

(i) The Generating Facility _____ MW, installed at _____ connected to Utility Point of Delivery with Meter No. _____.

(ii) The generated Amount of energy associated hereunder during the Period of Delivery;

(iii) That such Energy was delivered to the grid operated by UTILITY in accordance with UTILITY energy delivery rules; and

(iv) That Bidder has the sole and exclusive legal right to sell the Energy to Buyer hereunder, and that Bidder shall have sold and transferred the Energy against the consideration thereof.

(d) The sale of the Energy hereunder means the entire Energy generated hereunder. If the Facility generates less energy than promised, then Bidder will

have no obligation to provide any shortfall Energy hereunder. If the Facility generates more energy than promised, then IITM has the first right to accept such energy.

(e) The Bidder shall be responsible for Open Access transaction. Bidder shall make regular payments of the Open Access Transaction to Utility and bear the surcharges for the transfer of energy, if any.

(f) Bidder shall assist in completing all Commercial dealings periodically between IITM and the concerned UTILITY.

➤ **Others:**

a. Eligibility criterion

The Bidder should have their own arrangements (Generating Facility) for supply or have firm tie up for purchase of power from other generating source(s).

b. Preference to Unconditional Offer

- IITM reserves the right to give preference to the unconditional bid in the first instance.

c. Acceptance of the tender:

- IITM reserves its right to accept or reject any tender whether fully or partially without assigning any reasons. It is also not binding on IITM to disclose any analysis report on tender. The Bidder on the other hand binds himself to supply power from his offer in part or whole at the option of IITM.

d. Force Majeure

- Any restriction imposed by RLDC of exporting region or the RLDC of importing region on scheduling of power supply by traders or the purchasing utility due to transmission / grid constraint or restriction imposed by any statutory authority shall be treated as force majeure without any liability on Bidder.
- e. The bidder should read all the terms and conditions of this tender document and submit duly signed tender document along with the offer.
- f. The terms are subject to modifications as per the change of Terms & conditions of the UTILITY and other concerned Authorities, if any, under intimations.

10. Award of Contract

a. The process

Subject to approval of the competent authority, IITM shall separately intimate the award of the purchase of power to the Bidder(s) whose bid has been accepted, through a Letter Of Intent / Award (LOI / LOA) by registered post or hand delivery or telegram or Fax or Telex or E-mail as IITM deems it fit.

- Successful Bidder's shall convey his acceptance of Letter Of Intent / Award (LOI / LOA) within 7 working days of issue of letter of award. Acceptance of Letter Of Intent / Award (LOI / LOA) shall be construed as a binding contract.
- After acceptance of Letter Of Intent / Award (LOI / LOA), the successful bidder shall execute the detailed Power Purchase Agreement with IITM within 15 working days of issue of Letter of Acceptance.

b. Special terms and conditions

The Power Purchase Agreement /s can be entered into with the successful Bidder. Bidder has to prepare the legal draft of Agreement / s at his own cost & expenses, by the consent of all the Parties and by such period mutually agreeable and by such terms set herein.

The minimum validity for the agreement shall be 5 years from the date of entering into an agreement. IITM reserve the right to discontinue to purchase the energy at any stage with written notice of 30 days without any financial implication. In this regard the decision of Director IITM will be final and binding on the bidder.

Disputes and jurisdictions

Any disputes or difference, arising under, out of, or in connection with this "Tender / Tender document" shall be subject to exclusive jurisdiction of competent Court at Pune only.

c. Governing Law.

Except as to the application of the State of Maharashtra and other relevant Authority's rules & regulations to the Agreement, the Agreement shall be exclusively governed by, construed and enforced in accordance with, the laws of the Government of India.

d. Arbitration:

Subject to the statutory provisions for arbitration under the Electricity Act 2003, all other differences or disputes between the parties arising out of or in connection with this "Bid Document", and any process followed thereafter, shall be settled through arbitration subject to the provision of the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be at Pune.

11. Important dates / Timelines

a. Period of supply

Bidder should submit offers for a period of five (5) years from the date of entering into an agreement.

b. Validity of the bids

Bids shall remain valid and shall be irrevocable for a period of 120 days from the date of opening of the bids.

c. Date and time for submission of bids

Bids complete in all respects must be submitted by 12.30 hrs on or before 21/02/2012 at the office of Indian Institute of Tropical Meteorology, Pashan, Pune 411 008.

In case, above date happens to / or declared 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.

d. Date of opening

The bids shall be opened on 21/02/2012 (the same day) at 15.00 hrs in presence of the representatives of the Bidders. In case, above date happens to be a holiday then the date of submission and opening of bids will automatically get shifted to the next working day, but the scheduled time will remain the same.

12. Disclaimer :

This document shall not be construed as an offer and IITM is not bound to purchase energy from any bidder pursuant to this document. IITM expressly reserves the right to modify or, withdraw from the process initiated. IITM reserves the right to reject any or all bids, or any portion of a specific bid for any reason. IITM reserves the right to enter into Agreement /s with one or more of the bidders. IITM assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part.

13. Penalty

In case the bidder fails to credit the units (KWH) as per agreement, bidder will be liable to pay penalty equivalent to difference amount as per M.S.E.D.C.L. unit rate and rate offered by the bidder.

Technical Bid- PART -A

Format for the covering letter:

The covering letter enclose with the tender document may include, but is not limited to, the following:

1. Introduction

A short introduction describing your company, nature of work and other general information.

2. Theme

The Generating Facility _____ MW, installed at _____ connected to Utility Point of Delivery with Meter No._____.

A simple, specific and unique reason why you should be given this job.

3. Administrative Note

A note about the administrative aspect of the tender providing details regarding your submission, the divisions of the tender into volumes if any, description of the divisions and their contents, and covering special aspects like tendering as a joint venture, etc.

4. Commitment

A personal commitment statement showing the willingness to make the contract a success will be appreciated. It could also include other commitments such as opening your offices for inspection or providing key personnel for a presentation, as viewed appropriate and when required.

5. Contact Person

Details about the most appropriate contact person (name, position, telephone, e-mail, fax etc) if different from the person signing the letter, should be included.

14. Annexures

A. BIDDER'S INFORMATION

a) Company Name:

b) Type of Firm:

c) Company Website (if available)

d) Contact: e-mail:

e) Postal Address:

f) Telephone:

g) Fax Number:

h) Name of the Contact Person and his designation:

a. Mobile Number:

b. e-mail:

i) Details about the bidder (General, Technical, Financial information for the last three years supported by unabridged annual financial statements, assets and liabilities statements and other financial statements duly certified)

j) Details of Litigation and Penalties if any:

Signature of Authorized Representative

Place:

Date:

stamp

B.TENDER FORM

Following Form of Tender is to be filled in by the Bidder, on his own letterhead and is to be submitted along with other tender documents.

1. Tender Issuing Authority : Indian Institute of Tropical Meteorology,
Dr. Homi Bhaba Road, Pashan,
Pune 411008
2. Name of the Bidder :
3. Registered Office Address :
4. Central Sales Tax Number :
5. State Sales Tax Number:
6. Service Tax Number:
7. Permanent Account Number:
8. Nature of Work : Supply Renewable Electrical energy to IITM.
9. Validity of Quotation : 120 Days
10. Terms & Conditions and Scope of Work: As per the Tender Document.
11. EMD Details of Rs.1.00 lakhs :
12. Solvency: A solvency certificate for Rs.25 lakhs (Rs. Twenty five lakhs) will be submitted by the bidder along with technical bid.

C.Declaration

I / We have carefully studied and understood all contents of this tender & I / We am / are aware of the scope and specifications of the work to be done, the local conditions and other factors bearing on execution of the work.

It is understood by me that the lowest or any tender will not necessarily be accepted.

Yours faithfully,

Signature of Contractor

Company Seal

Place:

Date:

Address:

PART- B**Commercial Bid / Quotation**

Quoted Price: (According to the Pricing Methodology Explained in this Document)

The Prices for the energy & service charges, for the net energy credited to IITM's Account, shall be as given below:

S.No.	Description	Unit	
1.	Minimum Number of units (KWH) per month can be sold to IITM	Quantity	
2.	Security Deposit to be expected from IITM	Rupees	
3.	Fixed Charge Rupees per Unit	Rupees	
4.	Variable charges (to be specified with justification if any)	Rupees	

Note: The above rates shall be inclusive of all taxes, duties, etc.

Declaration

I hereby contest that I am authorized by the Board of Directors / owner to sign Bid documents and enter into legal binding contracts and that I have read and approved of this tender document given to me.

Authorised Signature

Name-

Place:-

Date:-

Company seal: