Ref. No: MCL/SAMB/E&M/2018-19/01

Date: 19/04/2018

Short Open Tender Call Notice

Sub: Offer for “Facilitation of Issuance of Renewable Energy Certificates (REC), Trading of RECs on Power Exchange(s) and related Advisory Services”.

Ref: Notice No: MCL/SAMB/E&M/2018-19/147
 Dt: 19/04/2018.

Quotations are invited in two parts from intending and eligible bidders to bid their lowest quotes, as per the BOQ enclosed, in sealed envelopes for the service “Facilitation of Issuance of Renewable Energy Certificates (RECs), Trading of RECs on Power Exchange(s) and related Advisory Services”.

A. Scope of work:
The scope of work will comprise of the followings:

1. Submission of Bids and transaction of Renewable Energy Certificates (RECs) i.e. facilitation of trading services on Power Exchange Platform(s) including initial process of Registration of MCL (RE Generator) with the Power Exchanges,

2. Advisory Services related to REC Pricing & Facilitation of REC Trading Procedures,

3. Co-ordination with NLDC (National Load Despatch Centre) and SLDC-Odisha (State Load Despatch Centre) for Issuance of RECs, Certification of EIR & Liaising works related to issuance of RECs,

4. Assisting MCL (RE Generator) in Compliance Auditing Process mandated by CERC,

5. Knowledge updating of MCL (RE Generator) regarding Renewable Energy Markets, Regulatory changes, demand supply scenario of REC markets including pricing of REC’s.


Total estimated value for the above services for two years from the date of issue of work order or from the date of commencement of service which ever is earlier, is Rs 1,47,242.00 (Rupees One Lack Forty Seven Thousand Two Hundred Forty Two Only) excluding GST.

B. GENERAL INSTRUCTION FOR SUBMISSION OF TENDER:

a) Submission of Tenders:
A bidder is required to submit his/their offer in sealed covers giving reference to this tender Notice No. and Date in two parts, Part-I (Techno-Commercial Bid) and Part-II (Price Bid) as specified in Tender documents. Part-I and Part-II should be in separate sealed covers super-scribing “Part-I (Techno-Commercial Bid)” and “Part-II (Price Bid)” on the respective envelopes. Both the sealed envelopes should be sealed in another sealed cover super scribing the name of the tendered service and should bear the name & seal of the bidder.
b) **Receipt of Tenders:**
   Tenders are to be received in sealed covers up to 1.00 pm on 05/05/2018 at Office of the General Manager (E&M), MCL HQ, Jagruti Vihar, Burla, Sambalpur (Odisha), Pin-768020.

c) **Validity period of offer:** The rates offered in Part-II should be valid up to 120 days from the date of opening of Part-I of the tender.

d) **Opening of Tender:**
   Part-I of the tenders will be opened at **3.30 P.M on 05/05/2018** in the office of the undersigned in presence of the attending bidder or their authorized representative. In case the date of opening falls in a public holiday, the tenders will be opened on the next working day at the same time and same place.

   **Part-II** i.e., Price Bids of only those qualified bidders shall be opened, on a date to be intimated subsequently, who fulfills the conditions of Part-I. Mere submission of tender documents does not make any bidder eligible for opening of price bid.

c) **Conditional Tenders** will not be accepted and rejected summarily.

C. **Eligibility and Other Terms & Conditions:**

**a) Eligibility (Technical & Commercial):**

1. The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm & body corporate.

2. Every bidder is expected, before quoting his rates, to go through the requirements and conditions of the short tender notice. It shall be deemed that the bidder has agreed and got fully acquainted with the terms and conditions and other prevalent conditions into account while quoting his rates. A format of BOQ is enclosed as **Annexure “A”** with this tender notice; you shall submit the same along with other require documents as specified elsewhere.

3. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

4. **Currency of Bid and Payment:** The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees (INR) only.

5. **All documents** submitted by the bidder including this short tender should be duly attested by the Bidder or his authorised representative.

6. **The bidder** shall submit along with the offer proof of Member Ship, duly self attested, in both power exchange or in both exchanges issued by competent authority.
7. **Permanent Account Number (PAN):** The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India. A copy of which is to be submitted along with the offer duly self attested.

8. **Goods & Service Tax:**

   The bidder should be either GST Registered Bidder (but not under Composition Scheme) OR

   GST unregistered Bidder

   **In respect of the above eligibility criteria the bidder is required to furnish the following document:**

   If the bidder has opted:

   i). Status: GST registered Bidder (but not under Composition Scheme)

   Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

   ii). Status: GST unregistered bidder

   Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

   Note: If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules. The successful bidder shall submit the invoice as per Service Tax rules to enable MCL to claim Input tax Credit if applicable.

9. **The bidder shall** submit previous experience certificate(s) in the subject service, duly self attested, in the form of Work Order/ Experience certificate or any other document issued by your client(s) or officials of Power Exchange(s).

10. **The bidder shall** give a declaration regarding authenticity of documents submitted and that they have not been banned or delisted by any Govt. Or Quasi-Govt organisations on letter head of the bidder’s firm in the form of “Annexure-B”.

11. **Negotiations will** be held only if the rates received is not reasonable and the decision of the company regarding reasonableness of rates offered will be final & binding on the bidders.
12. **Security Deposit (SD):** The successful bidder should submit an amount equivalent to 5% of contract value in the form of Demand Draft/cash drawn in favour of Mahanadi Coalfields Ltd. on any Scheduled Bank payable at its Branch at Sambalpur within 7 days of receipt of work order. The proceeds of the SD shall be payable to MCL as compensation for any loss resulting from service provider/Contractor’s failure to complete his/her obligations specified in this Tender notice. Security deposit will be refunded back to the service provider within 15 days after successful completion of service period.

13. **All Duties & taxes** and other levies (Except GST), payable by the contractor under the contract or for any other reason as applicable on the last date of submission of bid shall be included in the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attendant upon execution of services shall also be included in the total bid price submitted by the bidder. However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. The company reserves the right to deduct/withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority/Court of Law and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

14. **Work Completion Time:** The said services shall be rendered for two years from the date of commencement of service. The services may extend up to one year, if mutually agreed to, on same rates, terms and conditions as detailed in this tender notice.

15. **The service renderer** will deploy sufficient number of technical/supervisory personnel required for execution of the service.

16. **The Company** reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

17. **Termination of contract:** If the company i.e., MCL considers that the performance of the service provider / Agency is unsatisfactory the company i.e., MCL shall notify the service provider in writing and specify in details the reason of such dissatisfactory performance. The MCL shall have the option to terminate the contract by giving 7 days prior notice in writing to the Service Provider / Agency. If the Service Provider / Agency fails to comply with the requisition contained in said writing notice issued by the MCL then the service provider shall be terminated from this job and award will be cancelled due to unsatisfactory performance with imposition of corresponding financial loss as penalty which may be deducted from Security Deposit.
18. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court of Sambalpur, Odisha.

19. Payment Terms:
   i. You shall submit Bills on a bi-monthly basis.
   ii. General Manager (E&M)/ HOD, MCL or his authorised representative will certify the quantum of work/service rendered and accept the bill for payment based on due compliance of the terms & conditions of the contract.
   iii. All payments will be made through NEFT/RTGS only. To enable MCL to pay through e-mode, you shall submit duly filled MANDATE form before raising bill, which will be provided with the Work Order on award of work.
   iv. Statutory charges will be deducted from the bills as per law. The bidder shall submit invoices clearly segregating all prices, Taxes and duties.
   v. Payment will be made within 21 days from the date of submission or receipt, whichever is later, of the bill.
   vi. All statutory recoveries will also be made from the bills.

20. Paying Authority: General Manager (Finance), MCL HQ, Burla, Sambalpur.

21. Engineer-in-charge: General Manager (E&M)/ HOD, MCL or his authorised representative.
   - Due Date of Submission of tender: 05/05/2018 up to 13:00 hrs
   - Due date of opening of tender: 05/05/2018 at 15.30 hrs

I/We accept all the terms and conditions mentioned in this tender notice.

For & behalf of Mahanadi Coalfields Limited

GM / HOD (E&M)
Mahanadi Coalfields Limited

Encl:
1. BOQ – Annexure “A”
2. Performa of Undertaking – Annexure “B”
<table>
<thead>
<tr>
<th>S.N</th>
<th>Description of work</th>
<th>Qty (A)</th>
<th>Unit</th>
<th>Estimated rate in Rs (B)</th>
<th>Offer Rate in Rs (C)</th>
<th>Total (A X C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of Bids and transaction facility (i.e. facilitation of trading services) on Power Exchange Platform including initial process of Registration with the Power Exchanges (/REC redemption)</td>
<td>17621</td>
<td>Nos.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Advisory Service related to REC Pricing &amp; Facilitation of REC Trading Procedures (Transaction (s)/ Month)</td>
<td>24</td>
<td>Nos.</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Coordination with NLDC and SLDC for Issuance of RECs and certification of EIR &amp; liaisoning works related to Issuance of RECs including assets the MCL/ RE Generator in Compliance Auditing Process mandated by CERC. (Successful issuance of REC's / month)</td>
<td>24</td>
<td>Nos.</td>
<td>3000</td>
<td></td>
<td>Total (I)</td>
</tr>
<tr>
<td>4</td>
<td>Statutory payment i.e Yearly payment at Power Exchanges (II)</td>
<td>2</td>
<td>Nos.</td>
<td>20000</td>
<td>20000</td>
<td>40000</td>
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<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total (Excluding GST)</td>
</tr>
</tbody>
</table>

Signature of the Bidder/ Authorised Representative

G.M/ HOD (E&M), MCL.
Proforma for Undertaking to be submitted by bidder

On Letter Head

I/We, -----------------------------------------------, Partner/Legal Attorney/ Accredited Representative of Sri/Smt/M/s -----------------------------------(Name of the Bidder), solemnly declare that:

1. I/We have submitted Tender for the Job “Facilitation of Renewable Energy Certificates (REC) services and trading of RECs on Power Exchange (s)” against Short Tender notice no: MCL/SAMB/E&M/2018-19/ dt: 04/04/2018.

2. All information furnished by me/us in respect of fulfilment of eligibility criteria and qualification information of this Short Tender is complete, correct and true.

3. All copy of documents submitted by me/us in support of the information furnished by me/us towards eligibility, are valid and authentic.

4. If any information submitted by me/us and copy of documents submitted in support of the information furnished by me/us towards eligibility, is found to be false/incorrect at any time, the department may cancel my Tender and action as Deemed fit may be taken against me/us, including termination of the contract delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.

5. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named “-------------------------------------” for a period of --------------- year/s, effective from -------------- to ------------

Signature of the Tenderer

Dated----------------
**CHECK LIST**

**Documents to be submitted by the Bidders**

The bidders are advised to read each and every clause of tender document carefully before filling up and submitting the tender.

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Document Description</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Permanent Account Number (PAN)</td>
<td>Part-1</td>
</tr>
<tr>
<td>2</td>
<td>Legal Status</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The bidders should give undertaking as per enclosed format.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Proof of Membership in either one power exchange or in both exchanges issued by issuing authority</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>GST registration certificate</td>
<td></td>
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<tr>
<td>6</td>
<td>Proof of previous Experience in said Service</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>BoQ</td>
<td>Part-2</td>
</tr>
</tbody>
</table>

- All the documents submitted by the bidder must be self authenticated.