



Bid Document

For

**Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, Nehru Place, New Delhi.**

No. IFCI/Estates/Tender/2017-18/04

Dated 28/02/2018

**General Manager (Estates)
IFCI LIMITED
(A Government of India Undertaking)
Regd. Office: IFCI Tower, 61 Nehru Place, New Delhi-110019
Website: www.ifcilttd.com
Telephone- 011-26487444/41732000**

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

INDEX OF DOCUMENT

Ser. No.	Description	Pages
1	INFORMATION AND INSTRUCTIONS FOR BIDDERS	3-12
2	TERMS & CONDITIONS OF THE CONTRACT	13-17
3	TENDER FORMS	18-32
4	FINANCIAL BID	33-34

INFORMATION AND INSTRUCTIONS FOR BIDDERS

1. Introduction:

IFCI Ltd. (IFCI) New Delhi (A Government of India Undertaking) is inviting sealed tender under two bid system from Independent Power Producers (IPPs), Merchant Power Producers (MPPs), Power Trading Licensees holding valid Trading License and having previous experiences and sound understanding over Rules and Regulations applicable in Open Access transactions in New Delhi.

2. Assignment Objective:

IFCI Tower is a high rise building (G+18 Floors +2 basements), where substantial expenditure is incurred in maintaining the tower. One such factor contributing to expenditure is electricity consumption which involves maximum expenses towards fulfilling the requirement and maintaining the elegance of the building. IFCI is desirous to avail manage services for Trading of Power under Open Access at IFCI Tower, Nehru Place, New Delhi to reduce energy costs.

IFCI invites sealed tenders/bids for Client membership of Power Exchange – Indian Energy Exchange (IEX) from traders having valid Inter State Trading License issued by CERC, Membership of IEX and having past experience of consultancy / trading in Power Exchanges on behalf of Industrial/Commercial Consumer to Enable IFCI for purchase of power through exchanges or green power, as per the terms specified herein:

No.: IFCI/Estates/Tender/2017-18/04 dated 28/02/2018		
Ser. No.	Type	Description
(i)	Name of Work	Availing Manage Services for Trading of Power under Open Access at IFCI Tower, Nehru Place, New Delhi.
(ii)	Earnest Money Deposit (EMD)	Rs.50,000/-
(iii)	Pre Bid Meeting	On 08/03/2018 at 1400 Hrs. at IFCI Tower, Nehru Place, New Delhi.
(iv)	Last Date of Submission of Tenders/Bids	Up to 21/03/2018 (1400 Hrs.)
(v)	Opening of Technical Bids at IFCI Tower, New Delhi	On 21/03/2018 at 1430 Hrs.
	Expected date for opening of Financial Bid at IFCI Tower	27/03/2018 at 1400 Hrs. However, exact date for opening of financial bids will be intimated separately to the technically qualified bidders only.
(vi)	Address for Submission of Tenders/Bids	General Manager (Estates) IFCI Limited, IFCI Tower 61 Nehru Place New Delhi-110 019 Tel.: 011-26487444/41732000.

The Tender Document can be downloaded from IFCI website www.ifcilttd.com under heading Tenders (Procurement of Goods and Services). The tenders/bids received after last date and time will be rejected. Corrigendum/Addendum if any, will be available on IFCI website www.ifcilttd.com only. **IFCI reserves the right to reject all or any tenders/bids wholly or partly without assigning any reason whatsoever.**

3. ELIGIBILITY CRITERIA:

i) Minimum pre-Qualification Criteria:

- a) The bidder should have experience in power trading and/or providing consultancy or advisory services in power trading in Govt. Organizations/PSU/Bank/Financial Institutions and other reputed institutions in the last 5 years.
- b) Trading licensee must be either Category I or Category II trading licensee as per CERC valid during 2018-19 for inter State trading of Electricity and proof for membership of IEX in support of same must be furnished.
- c) Average Annual financial turnover during the last 3 years, ending March 31, 2017 should be at least Rs.500 Crores.

ii) General Documents in support of Eligibility:

- a) Proof of handling open access consumers on power exchange transactions for a minimum of 5 years on IEX.
- b) Proof of handling minimum 100 numbers of active portfolios on Power Exchange for any two months in last one year, certified by the exchange.
- c) Proof of having traded more than 1000 (One Thousand Only) MUs on Exchange in any one year in last 3 years.
- d) Offers of Bidders who are under suspension/termination/banned/black-listed in the preceding 2 years till last date of submission of bids, by any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered/accepted. Further, if any of the partners/directors of the contractor's organization /firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.

4. NOTE:

- a) The firm/bidder may submit signed and scan copies of Agreement/ PO Copies/Work order copies or orders issued by client in support of satisfactory completion of similar works during the last 5 years. IFCI reserves the right to cross check the information furnished from their previous clients. IFCI reserves the right to verify/confirm all documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria. IFCI reserves the right to reject any or all offers or to accept any offer in full or part as may be considered advantageous to IFCI, whether it is lowest or not without assigning any reason whatsoever. No correspondence in this regard shall be entertained by IFCI.
- b) The bidder may submit authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 3 years certified by Chartered Accountant.
- c) The firm/bidder may submit signed and scan copy of detailed profile of the Organization, (giving list of works in hand and carried out during the last 5 years, names & addresses of the clients, value of work, and such other details in respect of works, along with testimonials and other relevant documents, i.e. Proof of Organization, ESI/PF Registration Code, Company Registration No., VAT Clearance Certificate, Service Tax, GST Registration No., TIN No., ITR and PAN etc.). IFCI reserves the rights to verify the same with the clients/references given by the bidder.
- d) The firm/bidder should submit signed and scan copy of partnership firm/partnership deed, if any.
- e) The firm/bidder should have a Registered Office/Branch in Delhi/NCR.
- f) The firm/bidder should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from IFCI shall be sent by E-mail/speed post.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

- g) The Bidder shall not be debarred by owner/ CERC for future bidding due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past. Further, neither bidder nor their allied agency (ies) should be on the banned list of Owner or the CERC.
- h) IFCI reserves the right to request for any further documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from IFCI, failing which suitable action shall be taken by IFCI.
- i) After opening of Technical bids, if a firm/Company fulfils the technical criteria, its financial bid will be opened. Exact date and time for opening of Financial Bids shall be communicated to the technically qualified bidders through official E-mail address given in the checklist of **Annexure-1**.
- j) The bidder may be summarily disqualified in case of non-submission of required documents.

5. CONTACT PERSON: In case of any query, you may contact any of the following officials:

- a) General Manager at New Delhi (011-41732006) & E-mail: estate.dept@ifcilttd.com,
rita.kaul@ifcilttd.com
- b) Shri Amit Joshi, Manager at New Delhi (011-41732174) & E-mail: estate.dept@ifcilttd.com,
amit.joshi@ifcilttd.com

6. SUBMISSION OF TENDERS/BIDS:

Procedure for submission of Tenders/Bids: The tenders shall be submitted as under:-

- a) **Envelope-A:** Marked with "Technical Bid" consisting technical information, Earnest Money deposit (EMD) of Rs.50,000/-(Fifty Thousand Only) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of "IFCI Ltd. " payable at New Delhi. Technical formats, tender documents, and any other relevant supporting documents. All the pages of tenders document must be duly stamped and signed along with date as token of acceptance of the terms & conditions of tender.
- b) **Envelope-B:** Marked with "Financial Bid" consisting only Financial bid i.e. **Annexure- 9** duly stamped and signed along with date.
- c) **The Technical Bid envelope and Financial Bid envelope are to be submitted in separate sealed covers and both envelope kept in another big envelope duly sealed super-scribed on the top of envelope 'Name of the work'. The tenders/bids are to be dropped in the tender box kept at Ground floor, IFCI Tower.**

7. All pages of document including terms and conditions of document should be signed with stamp serially numbered by authorized person only.

8. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

9. No Joint Venture/Consortia is allowed.

10. Conditional bids would be summarily rejected.

11. The prospective bidders are requested to be extra cautious in filing the tender. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

12. In case no offer or single offer is received, or any other reason whatsoever, IFCI may at its sole discretion cancel the whole process or extend the last date and time of submission of the offer.

13. Any separately submitted discount letter on the financial format shall not be considered by IFCI and shall be a sufficient ground for disqualification of the bidder. Evaluation of financial offer shall be considered only on the quoted price/Fee in the financial format submitted by the firms/Agencies.

14. COST of BIDDING:

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. IFCI will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

Bidders are encouraged to submit their respective Bids after familiarizing themselves with the information and physical conditions relevant to supply of power at IFCI, including the transmission capacity, location, and any other matter considered relevant by them.

It shall be deemed that by submitting the Bid, the Bidder has:

- made a complete and careful examination of the Bidding Documents;
- received all relevant information requested from the IFCI;
- accepted the risk of inadequacy, error or mistake in the information, provided in the Bidding Documents or furnished by or on behalf of the IFCI relating to any of the matters referred as above.
- satisfied itself about all matters, things and information including matters referred to as above hereinabove necessary and required for submitting an informed Bid, execution of the contract in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the IFCI, or a ground for termination of the Agreement by the Seller;
- acknowledged that it does not have a conflict of interest; and
- agreed to be bound by the undertakings provided by it under and in terms hereof
- IFCI shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bid, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by IFCI.
- All stamp duties payable for executing the Bid Documents shall be borne by the Successful Bidder.

15. EARNEST MONEY DEPOSIT (EMD):

Firms shall pay specified amount towards Earnest Money deposit as under:

- a) ₹ 50,000/-(₹ Fifty Thousand Only) in the form of Demand Draft/PO drawn on any Nationalized /Schedule bank in favour of "IFCI Ltd. " Payable at New Delhi.
- b) EMD will not carry any interest.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

- c) EMD will be refunded to the unsuccessful bidders after finalization of the bid within 30 days and the EMD of the successful bidders shall be converted into performance guarantee and shall be refunded after successful completion of the contract.**
- d) The Earnest Money Deposit submitted by the bidder may be forfeited if,**
- i) Successful bidder/firms fails to execute the awarded work within specified time as per intimation/request of the IFCI.
 - ii) Successful bidder withdraws his tender or backs out after acceptance.
 - iii) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document.
 - iv) Bidder violates any of the terms and conditions of the tender.
 - v) Bidder revises the fee, quoted during the validity period.
 - vi) Evidences are found to be fraudulent/non-genuine

16. LATE TENDERS:

Tenders shall not be accepted after the last date and time of submission of bids. Please note that the no tenders shall be accepted by post or through courier/Telex/fax/email etc. No correspondence will be entertained in this matter. **The tenders/bids received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.**

17. AMENDMENT OF BID DOCUMENTS:

IFCI, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the BID, including the timelines specified, by issuance of addendum / modification / errata and / or a revised document. The corrigendum/amendment will be issued /published in website www.ifcilttd.com only. Bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

IFCI shall not be responsible for any delay in receipt of the addendum / modification / errata and / or revised document and receipt of the same by the Bidders shall be presumed by IFCI upon taking all reasonable steps to notify the Bidders in accordance with the means mentioned in the preceding sentence. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, IFCI may, at its discretion, extend the Bid Deadline.

Late receipt of any addendum / modification / errata and / or revised document will not relieve the Bidder from being bound by that modification or the Bid Deadline.

18. CONCESSION / EXEMPTION FOR MSMEs ENTREPRENEURS:

The bidder to specify whether they are Micro or Small Enterprises and if so whether they are owned by SC/ST Entrepreneurs supported by copies of registration certificates issued by the Authorities Concerned, so as to consider for granting the MSEs necessary concession / exemptions as per the Govt. directives. **Bidder should submit the supporting documents regarding their registration with MSEs.**

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Memorandum only are exempted from submission of Tender document Fee & Earnest Money Deposit (EMD) provided they submit necessary certificate for benefit of exemption in fees and EMD.

19. AUTHORIZATION AND ATTESTATION:

The bidder has to submit an authorization letter or valid Power of Attorney on behalf of company/firm for signing the document.

20. PRE-BID MEETING:

For any clarification on the document, a pre bid meeting will be held on **08/03/2018 at 1400 Hrs.** at in IFCI Tower, Nehru Place, New Delhi.

The prospective bidders are requested to attend for any clarification on technical as well as commercial matter of this bid. The suggestions received and found reasonable and acceptable shall be incorporated as corrigendum and same shall be issued/published on IFCI website www.ifcilt.com only. Management is not bound to accept any or all suggestions so given in the pre-bid meeting. Any suggestions forwarded after the pre-bid meetings shall not be entertained.

21. OPENING OF BIDS:

Tests of Responsiveness

The Non-Financial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the BID. Subject to any of the following may cause the Bid to be considered "Nonresponsive", at the sole discretion of Procurer/IFCI:

- Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney, documentary evidence, Bidder undertaking, valid Bid Bond;
- Bid not signed by authorized signatory and / or stamped in the manner indicated in this BID;
- Material inconsistencies in the information / documents submitted by the Bidder, affecting the Qualification Requirements;
- Information not submitted in the formats specified in this BID;
- A Bidder submitting more than one Bid
- Bid validity being less than that required as per of this BID;
- Bid being conditional in nature;
- Bid not received by the Bid Deadline;
- Bid having Conflict of Interest;
- Bidder delaying in submission of additional information or clarifications sought by Procurer as applicable;
- Bids by Joint Venture/Consortia.

Each Bid shall be checked for compliance with the submission requirements set forth in this Bid before the evaluation of Bidder's fulfillment of Qualification Requirement is taken up.

22. ENQUIRIES:

Written clarifications on the Bid and Bid Documents may be sought.

IFCI reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard IFCI shall have no liability towards any Bidder and no Bidder shall have any recourse to IFCI with respect to the selection process.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

IFCI shall evaluate the Bids using the evaluation process specified, at its sole discretion. IFCI decision in this regard shall be final and binding on the Bidders.

23. VALIDITY OF THE BID:

The Bidder shall submit the Bid which shall remain valid up to one hundred and twenty (120) days after the Bid Deadline ("**Bid Validity**"). IFCI reserves the right to reject any Bid which does not meet the aforementioned validity requirement.

IFCI may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by IFCI, IFCI shall not be entitled to invoke the Bid Bond. A Bidder accepting IFCI request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by IFCI and further undertake not to participate in any bid process within seven (7) days of such request, failing which the Bid shall not be considered as valid.

24. EVALUATION OF BIDDER'S FULFILLMENT OF QUALIFICATION REQUIREMENTS:

Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the bid and related documentary evidence in support of meeting the Qualification Requirements by the Tender Evaluation Committee approved by the Competent Authority. The Committee is empowered to waive minor deviation (if any) not related to financial bid. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.

IFCI's decision on compliance of Qualification Requirements shall be final.

25. VERIFICATION And DISQUALIFICATION:

IFCI reserves the right to verify all statements, information and documents submitted by the Bidder in response to the BID or the Bidding Documents and the Bidder shall, when so required by IFCI, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by IFCI shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IFCI there under.

IFCI reserves the right to reject any Bid and appropriate the Bid Bond if:

At any time, a material misrepresentation is made or uncovered, or the Bidder does not provide, within the time specified by IFCI, the supplemental information sought by IFCI for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then IFCI reserves the right to take any such measure as may be deemed fit in the sole discretion of IFCI, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by IFCI, that one or more of the prequalification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Seller either by issue of the LOI or entering into of the agreement, and if the Selected Bidder has already been issued the LOI or has entered into the agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this BID, be liable to be terminated, by a communication in writing by IFCI to the Selected Bidder or the Seller, as the case may be, without IFCI being liable in any manner whatsoever to the Selected Bidder or Seller. In such an event, IFCI shall be entitled to forfeit and appropriate the Bid Bond

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

or Contract Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to IFCI under the Bidding Documents and/or the agreement, or otherwise.

26. ACCEPTANCE / REJECTION OF BID/TENDERS:

- a) IFCI also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of IFCI regarding the same shall be final and conclusive.
- b) IFCI does not bind itself to accept the lowest tender.

27. DISCLAIMER

IFCI reserves the right to reject any or all offers or to accept any offer in full or part as may be considered advantages to IFCI whether it is lowest or not without assigning any reasons what so ever. No correspondence in this regard shall be entertained by IFCI.

28. SCOPE OF WORK

IFCI intends to purchase power from power exchange(s) on day ahead/ intra-day basis or green power as per requirement. In this context this tender is floated for Availing Manage Services for Trading of Power under Open Access at IFCI Tower, Nehru Place, New Delhi for Client Membership of Indian Energy Exchange (IEX) by engaging a suitable Power trader / IEX member, who can assist IFCI in Power trading activity on day to day basis for IFCI, New Delhi location. Detailed scope of job and terms & conditions are as follow:

A. Services for facilitating the Trading on IEX platform:

- a. Party/bidder shall assist in getting client membership of Indian Energy Exchange (IEX). IFCI will pay all the statutory charges applicable for the client membership fees of the Indian Energy Exchange on the basis of demand note/application for same.
- b. Bidder shall send daily schedule on behalf of IFCI to concerned agency or department (eg. SLDC, DISCOM) as per requirement of state regulations or circular notified by Distribution license.
- c. Bidder shall carry out complete functions & responsibilities related to bidding.
- d. Bidder shall provide the necessary IT infrastructure to IFCI for bidding on electronic exchange platform, without any extra cost to IFCI.
- e. Bidder shall assist in purchase of Renewable energy certificate (REC) from energy exchange on behalf of IFCI (as & when required), based on advice from IFCI on volume and price of REC as per statutory guidelines of RPO, whenever notified by the statutory authority for Delhi state.

B. Portfolio Management Services:

- a. Selected bidder shall obtain the necessary standing clearances from SLDC (State Load Dispatch Centre), DISCOM on monthly basis or as & when required on behalf of IFCI. Applicable statutory charges for the same will be paid by IFCI on the basis of demand note / application for the same.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

- b. Selected bidder shall carry out Monthly Energy settlement from DISCOM, as per data of ABT meter on behalf of IFCI.
- c. Selected bidder shall advice IFCI for volume of power to be purchased from day-ahead market through "Indian Energy exchange (IEX)" or green power, after demand analysis on day to day basis.
- d. Selected bidder shall carry out bid optimization, daily procurement on behalf of IFCI and shall submit the final obligation report for cleared quantum and alert IFCI in case of any difference in cleared volume over the schedule sent in the morning.
- e. Selected bidder shall provide advisory advices to IFCI related to Power prices and the follow on bidding strategy (weather related information, supply demand scenario etc.) on day to day basis.
- f. Selected bidder shall carry out daily monitoring of energy prices, corridor availability, regulatory compliances and major outages of plant/transmission system and provide information of the same to IFCI on day ahead basis.

C. Design, Supply, Installation, Testing & Commissioning of Availability Based tariff meters (ABT meters) : The bidder shall provide installation of remote energy monitoring infrastructure at LT side of IFCI to continuously monitor load patterns for day ahead demand forecasting with meter specification tabulated as annexure(A) under :

Annexure (A)

S. No.	Peripherals	Interface Type	Parameter	Description
1	Accuracy Class		0.2s	Class of Accuracy Meter
2	Meter Communication	RS-485	All electrical parameter	For Data Acquisition from the meter
3	Controller Communication	GPRS	TCP/IP Packets	For Web Interface
		WiFi		For Firmware Update
		RS-485	Serial Data	For Data Acquisition
4	Electrical Parameters		Shall be able to record 40+ Electrical parameter like V LL , V LN , I, PF, FREQ, kVA, kW, kWh	For measuring overall Power and Energy consumption in real-time.
5	Internal Memory	SD Card 4GB and above	Serial Data	For Data storage

Additionally, IFCI Tower has two incoming 11 KV HT source. The Design, supply, Installation, Testing and Commissioning of the 02 nos. (Two nos.) Availability Based tariff meters (ABT meters) including civil work, Liaison for getting approval from DISCOM & SLDC, coordination with BSES/DISCOM, submission of relevant document to BSES/SLDC (if any) as required are also scope of the bidder/service provider. The entire process including getting approval will be handled by the bidder. The payment shall be made after successfully supply, installation, Testing & Commissioning of the job to the satisfaction of IFCI. Income tax and other taxes and surcharge at source, as applicable will be deducted from the payments to be made at the prevailing rates.

Bidders are advised to inspect the site i.e. IFCI Tower carefully and quote the rate accordingly. It may be noted that preparation of detailed specification is also in the scope of the bidder. No claim will be entertained, later, on the grounds of lack of knowledge of any of these conditions.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

Further, IFCI reserve the right to award the Design, supply, Installation, Testing and Commissioning of the two nos. ABT meters including civil work as required to another vendor/bidder. The opinion/decision of IFCI regarding the same shall be final and conclusive.

The estimated time for installation, Testing & Commissioning of 02 nos. ABT meters complete as required shall be 02 months from the date of work order. In case the Bidder fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages @ 0.5% (zero point five percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 5% (Five percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Bidder under this or any other contract with IFCI.

TERMS & CONDITIONS OF THE CONTRACT

1. CONTRACT PERIOD:

The Contract will be initially for a period of Two years with a provision of one year extension subject to evaluation of the performance of service provider by IFCI before end of second year contract. The rates for the 3rd year, if renewed, shall be the prevailing rates quoted by the bidder. However, all other terms and conditions will remain unchanged. The renewal of the Contract, if any, shall be solely the decision of IFCI.

2. COMMENCEMENT OF SUPPLY OF POWER TO IFCI:

The Trader/service provider/ shall at all times be responsible, at its own cost and risk for the commencement of supply of power to IFCI as per the terms of the LOI/PPA/Contract Agreement.

3. TRADING MARGIN:

The party/bidder shall quote trading margins (Paisa per Kwh) for Purchase of Power and Renewable Energy Certificates (REC's) in Power Exchange as per scope of work in clause 28 A. The trading margin should be on the following basis:

- I. Trading Margin shall be firm (Exclusive of all taxes) and there shall be no escalation during the contractual period.
- II. IFCI will in no way be liable for any other charges except for the charges mentioned in the final obligation report of Power Exchange (IEX) and trading margin of the trader, as will be decided in the agreement.

4. PORTFOLIO MANAGEMENT SERVICES CHARGES:

The Service provider/bidder shall quote the charges for portfolio management services (In Rs./ month) for managing the portfolio of IFCI, as per scope of work in clause 28 B. The portfolio management services charges should be on the following basis:

- I. The portfolio management services charges shall be firm and there shall be no escalation during the contractual period.
- II. IFCI will in no way be liable for any other charges except for the charges mentioned in the invoice, as will be decided in the agreement.

5. CONTRACT AGREEMENT:

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent /work order by IFCI. The Bidder shall submit an unqualified acceptance to the Letter of Intent/Work order within the period stipulated therein. The successful bidder shall be required to execute an agreement in the prescribed form, on a non-judicial stamp paper of Rs.100/- within 30 days from the issue of LOI/Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the bidder, in terms of clear authorization in favor of the authorized representative executing this agreement. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any.

6. NOTICE AND CORRESPONDENCE:

All notices for billing, load dispatch and correspondence must be delivered by registered post or certified mail or facsimile.

7. Penalty for non-satisfactory Services by the bidder/Service Provider:

In case, the Bidder/service provider fails to provide services as per the scope of work 28 A and 28 B, or working of the bidder/service provider is not proper and to the satisfaction of IFCI then the bidder/service provider shall be liable to pay penalty @ 10% (Ten percent only) of the monthly amount of Professional charges for Portfolio Management services. The amount of Compensation may be adjusted or set-off against any sum payable to the Bidder under this or any other contract with IFCI.

8. INDEMNIFICATION:

Each party shall indemnify, defend and hold harmless other party, its directors, members of the Board, partners, assigns, trustees, agents, officers and employees, against all claims, demand, judgments and associated costs and expenses, related to property damage, bodily injuries or death suffered by third parties resulting from breach of its obligation by the other Party under this Agreement except to the extent that any such claim arises due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the other Party, its contractors, servants or agents.

9. ARBITRATION:

Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by IFCI and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Delhi and the courts at Delhi alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

10. CONFIDENTIALITY:

The Parties agree and undertake to treat this Agreement and each of its terms as confidential. Neither of the Party shall disclose to any third party about the existence or the terms of this Agreement or any confidential information acquired by the Party pursuant to the entering into this Agreement, without the prior written consent of the other Party. The obligations undertaken hereto shall not apply to the party who is under an obligation to provide such information to any Court, Statutory authority, regulatory authority etc. and such obligations shall survive the termination of this Agreement.

11. SEVERABILITY:

Any provision in this Agreement, which is or may become prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in the same or any other jurisdiction. Without prejudice to the foregoing, the Parties will immediately negotiate in good faith to replace such provision with a proviso, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

12. ENTIRE AGREEMENT:

This Agreement represents the entire agreement between the Parties in relation to the terms of the matters contained in this Agreement and shall supersede and extinguish any previous drafts, agreements or understandings between all or any of the Parties (whether oral or in written) relating to the subject matter herein.

13. GOVERNING LAW:

All differences or dispute between the parties arising out of or in connection with this agreement, which fall beyond the appropriate commission under Electricity Act, 2003, shall be governed by the Laws of India and subject to jurisdiction of Courts situated in New Delhi only.

14. TERMINATION OF AGREEMENT:

If the working of the bidder/service provider is not proper and to the satisfaction of IFCI, the agreement shall be terminated by IFCI by giving 30 days' notice to the service provider at any time and the EMD or Performance Guarantee shall be forfeited.

15. GENERAL:

- In case of changes in Law (including any change in transmission charges & open access charges and any change in taxes, duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the seller) or restriction imposed by the Regulator (Central or State) on any aspect for sale or purchase of Power, the same shall be binding on both (Seller & Buyer).
- In case any changes are required in the above terms for meeting the statutory requirements of SERC/CERC orders, etc. the same shall be binding on the parties and shall be mutually discussed and agreed to ensure compliance.
- The Schedule and Dispatch of power shall be coordinated with respective RLDCs/ SLDCs by Bidder / service provider/Supplier as per the relevant provisions of Indian Electricity Grid Code, various statutory regulations / orders of RLDCs and RPCs.
- Bidder/supplier/service provider shall declared the source of power. In any case Bidder/supplier/service provider shall not change the source with intimation to IFCI.

16. DISPUTE RESOLUTION:

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall attempt to decide through mutual discussions within 15 days.

If the dispute does not get resolved through mutual discussions such dispute or difference shall be referred to a sole Arbitrator in terms of clause 9 hereof.

Notwithstanding the existence of any dispute the Parties hereto shall continue to perform their respective obligations under this Agreement.

17. BILLING CYCLE:

Trading shall be done through the IEX Settlement Account of IFCI in Power Exchange. IFCI shall always maintain the required fund in the settlement account for purchase of power from Power Exchange.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

Invoices for the trading margins for purchase of power, trading margin for purchase of REC's and portfolio management services charges shall be raised by the bidder/service provider separately on quarterly basis (GST as applicable) after the end of each quarter, as per above payment schedule and shall be payable by IFCI under this agreement.

Income tax and other taxes and surcharge at source, as applicable will be deducted from the payments to be made at the prevailing rates.

18. Payment Terms and Security:

As a support to and to secure its payment obligations under this Agreement, IFCI may furnish Letter of Credit (LC) / Bank Guarantee (BG) for an amount equivalent to 30 days of Contracted Capacity. Such LC, shall be issued at least 10 days before the start of supply of power under this Agreement and shall be valid till one month after the expiry of the Agreement.

The LC/BG opening, amendment, extension, and any other charges related to LC/BG shall be borne by IFCI.

19. ABNORMAL RATES:

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

20. CANCELLATION OF CONTRACT IN FULL OR IN PART:

IFCI at its sole discretion can terminate the contract at any time during the period of contract, If the Service provider/bidder:

- a) At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the IFCI Ltd.; or
- b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 30 days after a notice in writing is given to him in that behalf by the IFCI Ltd.; or
- c) Fails in performance evaluation of the service provider by IFCI; or
- d) Violates any of the terms and conditions stipulated in the agreement/tender document.

21. FORCE MAJEURE:

Neither party shall be liable for any loss, damage, injury or delay due to any clause beyond its control including (without prejudice to the generality of the foregoing expression) Acts of God, Acts of the State, strikes, lockouts, fire, lightning, air, accidents, explosions, riots, civil commotion, Acts of War, etc.

The performance of their obligations by the Parties shall be subject to "Force Majeure" conditions, as defined in clause below.

"Force Majeure" means any event or circumstance or combination of events or circumstances, direct and/or indirect, which is or are beyond the control of a Party and that results in or causes the failure of that Party to perform any of its obligations under this Agreement, and includes: -

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

- (a) Act of war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- (b) Act of God, including fire, lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;
- (c) Non grant of open access by SLDC/RLDC/DISCOM or any other relevant agency for reasons other than attributable to actions/omissions of Generator or Bidder/supplier/service provider.
- (d) Any curtailment/suspension/non availability of transmission capacity.
- (e) Ultimate closure of Bidder/supplier or Buyer.
- (f) Change in Law /Change in Regulation significantly impacting the Generator or Bidder/supplier obligations under this Agreement.
- (g) Regulatory intervention as also orders from CERC/ SERCs/ Appellate Tribunal of Electricity/ High Courts/ Supreme Court /State Government/ SLDC/MSETCL/DISCOM significantly impacting the Generator or Bidder/supplier obligations under this agreement. This will also include regulations / orders already issued but yet to be conclusively enforced.

Where a Non-performing party is unable to perform its obligations under this Agreement by reason of Force Majeure, the Non-performing party shall notify the other Party within a period of 2 days and if there is total disruption of communication, as soon as practicable of the occurrence of Force Majeure, identifying the nature of the event or circumstance of Force Majeure, the expected duration of such Force Majeure, the particular obligations of the Non-performing party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

The obligations of the Parties under this Agreement shall be suspended only to the extent that:

- a) Such suspension is of no greater scope and no longer duration than is required by the effects of the relevant event or circumstance of Force Majeure; and
- b) The Non-performing Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations.

22. Waiver :

In the event of any waiver by any Party, the waiver shall be communicated to the other Party in writing.

In WITNESS whereof the duly authorized representatives of the Parties have signed on the.....day of2018 first herein before written.

<p>For and on behalf of</p> <p>_____</p> <p>Name</p> <p>Signature with Seal</p> <p>Witnesses</p> <p>1.</p> <p>2.</p>	<p>For and on behalf of</p> <p>_____</p> <p>Name</p> <p>Signature with Seal</p> <p>Witnesses</p> <p>1.</p> <p>2.</p>
--	--

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

TENDER FORMS

Annexure-1

BIDDER INFORMATION

Date: _____

S. No.	Particulars/Details	Fill the details and attach relevant document	
1	Name of the Bidders/ Firm		
2	Communication Address/Registered Address:		
3	Telephone No. Office		
	Mobile		
	Fax		
	E-Mail		
4	Website		
	Authorised Person - Name		
	Designation		
	Mobile		
5	E-Mail ID		
	Alternate Authorised Person - Name		
	Designation		
	Mobile		
6	E-Mail ID		
	Name of Partners/Directors:		
	7	Company Registration No.	
	8	Company Establishment Year	
9	Company Nature of Business		
10	Company Legal Status: Limited / Undertaking / JV/ Partnership/other		
11	Company Category: MSME/Ancillary Unit / SSI / Other		
12	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required). If Applicable.		
13	ESI Number & DATE (Valid ESI code required). If Applicable.		

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

14	PAN	
15	TIN No.	
16	VAT No.	
17	GST No.	
18	Service Tax Registration No.	
19	Income Tax Return for last 3 years.	
20	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
21	Particular of Earnest Money Deposit (EMD)	
	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	
22	The bidder should have office in Delhi/NCR.	
23	Furnish the names with address & telephone nos. of three responsible persons who will be in a position to certify about the services/quality as well as the past performance of your organization.	
24	Address of Delhi office, if any.	
25	Have the Bidder/Company ever been debarred by any Govt. Dept. / any other reputed organisation ; Yes/No	
26	Whether you accept all the terms and conditions of the tender; Yes/No	
27	Details Profile of organization	

(Fill up the above table & Enclose legible copies of the supporting documents)

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Annexure-2

Document Submission Index/Pre-qualification/Technical Bid document

S. No.	Description	Enclosed (Yes/No)	Page No.
1.	Bidder Information as per Annexure-1		
2.	EMD of Rs.50,000/- in the form of DD/PO		
3.	Authorization letter/POA for signing the document		
4.	Tender document duly signed with stamp of each page		
5.	Acceptance of Terms & Conditions of Tender as per Annexure-4		
6.	Copy of Category I or Category II trading license as per CERC valid during 2018-19.		
7.	Detailed of Trading/power supplied in last 05 years (as per annexure-6)		
8.	Signed and scan copies of Agreement/ PO Copies/Work order copies or orders issued by client in support of satisfactory completion of similar works during the last 5 years. (enclose minimum two copies)		
9.	Proof of handling open access consumers on power exchange transactions for a minimum of 5 years on IEX. (enclose minimum one proof)		
10.	Proof of handling minimum 100 numbers of active portfolios on Power Exchange for any two months in last one year, certified by the exchange. (enclose at least one proof)		
11.	Proof of having traded more than 1000 (One Thousand Only) MUs on Exchange in any one year in last 3 years (enclosed at least one proof)		
12.	Average Annual financial turnover during the last 3 years, ending March 31, 2017 should be at least Rs.500 Crores. (Authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 3 years certified by Chartered Accountant.)		
13.	Undertaking of non-blacklisted/termination/under suspension etc.(As per annexure-3)		
14.	Non-Disclosure Undertaking (Integrity Pact) as per Annexure-5		

Note: Please submit eligible copies duly signed with all supporting documents as above in spiral/file. Kindly note that the document must be submitted in the above order. If not, it is liable to be rejected.

Annexure: 3

UNDERTAKING

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

Dated: _____, 2018

The General Manager (Estates)
IFCI Limited
IFCI Tower
61 Nehru Place
New Delhi -110 019

Re:

Dear Sir,

This is with reference to your Ref. No. IFCI/Estates/Tender/2017-18/04 dated on the above subject that:

1. We have carefully read and understood all the terms and conditions of the document and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our offer at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of nonperformance or deficiencies in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been under suspension/termination/banned/blacklisted in the preceding 2 years, till last date of submission of bid, by any PSU/Govt. Departments/PSU Banks/ IFCI/ or any other organization where we have worked. Further, if any of the partners/directors of our organization /firm is blacklisted or having any criminal case against them, our bid/offer shall not be considered. At any later point of time, if this information is found to be false, IFCI may terminate the assigned contract immediately.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
7. We agree that the decision of IFCI in selection of Bidders will be final and binding to us.

Date:
Place:

Signature of authorized person
(Full Name & Designation)
Company's Seal

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

Annexure -4

ACCEPTANCE OF TENDER TERMS & CONDITIONS
(To be given on Company Letter Head)

Date:

To,
General Manager (Estates)
IFCI Limited
IFCI Tower
61 Nehru Place
New Delhi -110 019

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Availing Manage Services for Trading of Power under Open Access at IFCI Tower, Nehru Place, New Delhi.

Dear Sir,

1. I/ We have obtained the tender document(s) for the above mentioned 'Tender/Work'.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit/ or both absolutely.

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Annexure -5

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

I/We understand that IFCI is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s _____

Who are submitting offer for providing services to IFCI against Tender Specification No. _____ hereby undertake to comply with the following in line with Information Security Policy of IFCI.

- To maintain confidentiality of documents & information which shall be used during the period of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of IFCI

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

Annexure-6

PERFORMANCE STATEMENT OF THE BIDDER

(Details of Trading/power supplied in last five years i.e. 2013-18)

Name of the Bidder:

Name of client	Quantum of power supplied through open Access (MW)	Duration	Location	Remark

Please enclose self-certified copy of orders & Completion Certificate of Purchaser.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

Annexure-7

LOI/ Work Order Format
(To be executed with successful Bidder)

No.

Dated: _____

To

The General Manager (Estates)
IFCI Ltd.
IFCI Tower
61, Nehru Place
New Delhi-110 019

Kind Attn.: _____

Dear Sir,

Re: Availing Manage Services for Trading of Power under Open Access at IFCI Tower,
Nehru Place, New Delhi: **LOI/Work Order**

This has reference to the following:-

- a) Invitation of tenders/bids, Ref. No. IFCI/Estates/Tenders/2017-18/04 dated
- b) Document on the above subject.
- c) Your offer reference No. _____ dated _____
- d) Opening of Technical bids on atat IFCI Tower, Nehru Place, New Delhi
- e) Opening of Financial bids on.....at.....IFCI Tower, Nehru Place, New Delhi.
- f) IFCI Ltd. (IFCI) and (...../The Trading Licensee/Service Provider)

2. In this connection, IFCI is pleased to appoint M/s. (.....) as Trading Licensee/Service Provider or two years period from the date of issue of this letter for Availing Manage Services for Trading of Power under Open Access at IFCI Tower, Nehru Place, New Delhi at the following charges:

- a) Trading Margin for Purchase of Power (In paisa /kwh).....(excluding Taxes)
- b) Trading Margin for Purchase of REC's (In Rs. /REC).....(excluding Taxes)
- c) Professional charges for Portfolio Management services complete as required (In Rs./ Month) Rs..... (Excluding Taxes)
- d) Design, Supply, Installation, Testing & Commissioning of 02 nos. ABT meters at IFCI Tower including Civil works complete as required Rs.....(excluding Taxes)

3. The scope of work, payment terms, functional specifications, terms and conditions as per the document, corrigendum's/addendums, various declarations submitted as part of the bid/offer, as more specifically defined in the document, will form a part of the contract.

4. Selected Bidder will remain responsible for maintaining adequate security and control at the network level so as to ensure confidentiality of the transactions, restriction of access only to the authorized users, maintenance of auditable / verifiable logs of all data etc.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

5. The Trading Licensee/Service provider is required to execute an agreement as per the prescribed proforma with IFCI within 30 days from the date of issue of Letter of Intent/Work Order. The Service provider shall pay for all stamps duty and legal charges, incidental expenses, if any.
6. During the period of the above said contract, in case the services are found to be unsatisfactory or breach of any terms & conditions is observed at any time, IFCI may terminate the aforesaid contract as per the terms of the document and your company will be disqualified from participation in future tenders/bids of IFCI.
7. Other terms and conditions as per document no. IFCI/Estates/Tender/2017-18/04 dated shall also be applicable.
8. Please return the duplicate copy of this letter duly signed by your authorized signatory as a token of your unconditional acceptance within 03 days.

Sincerely,

(_____)
Signature of issuing officer

Annexure-8

AGREEMENT FORMAT

(To be executed on Non-judicial Stamp Paper of Rs.100/-with successful bidders)

This Agreement made aton this the.....day of.....2018, between:

..... a limited company incorporated under the provisions of the Companies Act 1956, having its registered office at (hereinafter referred to as "....." or "**Buyer**" which expression shall unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the FIRST PART;

And

....., a company incorporated under the provisions of the Companies Act 1956, having its registered office at(hereinafter referred to as "....." or "**Member**", which expression shall unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the OTHER PART,

(Both and the shall be referred to as such or individually as "Party" and collectively, as the "Parties")

WHEREAS

- i)(The bidder) is an interstate registered Trading Licensee from CERC and is registered as the trading member of the Indian Energy Exchange Limited and Power Exchange India Limited (hereinafter referred to as "IEX" and "PXIL" or collectively as "EXCHANGE"), with registration number **and** (Name of the Bidder) is a Trading member as defined under Bye-Laws, Rules, Business Rules and Clearing House of EXCHANGE for undertaking transactions for sale/purchase of power and sale/ purchase of Renewable Energy Certificates (REC) on EXCHANGE platform, established with the approval and under the Guidelines of Central Electricity Regulatory Commission (CERC).
- ii) As a CERC approved trading licensee,(Name of the Bidder) is in the business of purchase and sale of electrical power with Independent Power Producers (IPPs), Captive Power Plants (CPP's), State generating companies, Merchant Power Plants (MPP's) and other Generating Companies, State Electricity utilities / electricity departments, Industries, Other Organizations and Bulk power consumers etc.
- iii) IFCI is desirous to become a Client of..... (Name of the bidder), a member of EXCHANGE (as defined under the Bye-Laws, Rules, Business Rules and Clearing House of EXCHANGE) for purchase of power and REC on EXCHANGE platform through Member and therefore Member agrees to submit purchase bids on behalf of Buyer on the terms and conditions as may be specified by Buyer with respect to quantum and price of power and REC from time to time.
- iv) **Buyer** has satisfied itself of the capacity of the member to deal Exchange and wishes to execute its orders through the Member.
- v) This Agreement shall come in force on the day specified at the beginning of this Agreement and shall continue to be in force for a period of _____ years and thereafter may be renewed on a year basis unless or until terminated by either party, giving _____ months written notice by Speed Post or by Registered Post.
- vi) BUYER shall pay for power purchased or REC purchased as per the Area Clearing Price (ACP) discovered on EXCHANGE platform.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

- vii) Member and Buyer agrees to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued under and Rules and Regulations of Central Electricity Regulatory Commission (CERC) and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this Agreement, the Parties thereto have agreed to the following terms and conditions:

1. Buyer and Member services

Buyer agrees to purchase power by bidding in the Term Ahead Market (TAM) /Day Ahead market (DAM)/ or any other mode of trading offered by the Exchange for purchase of power and REC on EXCHANGE platform through Member. Member has agreed to bid for purchase of power and REC on behalf of buyer based on the volume, price, and time period as specified by Buyer. Further Buyer agrees to utilize and Member agrees to provide following services:

- i) Infrastructure for bidding on EXCHANGE platform, including IT as may be required
- ii) Advisory services on power and REC prices and bidding strategy
- iii) Facilitation for delivery of power and REC.

In addition, the Member also provides a complimentary daily and monthly report, which provides the trends in the exchange market, as well as updates on key developments in the power market.

2. Quantum of Power: -

Purchase Up to _____ MW power in 15 minutes' time blocks between 00:00 hrs to 24:00 hrs for each day through exchange. The actual trading quantum available in MW for the day would be informed by **Buyer** well in advance so that bid can be submitted on power exchange.

3. Procedure for bidding and scheduling of power

Procedure for bids on behalf of Buyer on the EXCHANGE platform on Day Ahead basis

- i) Buyer shall submit its bid through Member's proprietary online portal (Bids can also be accepted by e-mail only in exceptional circumstances) normally by 10:00 AM on daily basis indicating the requirement of power, quantum and period of requirement for different time blocks on a trading day. However, Member shall accept revision of bids from Buyer up to 11.00 AM on trading day in case of contingency. Buyer may also issue standing instructions or submit their bid in advance through on line portal for bidding.
- ii) Member shall act on the basis of timely instructions received as mentioned above. Member shall submit bids at EXCHANGE platform between 10.00 AM & 12.00 PM in accordance with the procedure laid down by the EXCHANGE. However, Member would be indemnified against the consequential liabilities/losses which may arise due to any error in communication received through facsimile from Buyer provided all reasonable efforts by Member to mitigate situations leading to such liabilities/losses have failed.
- iii) Buyer would be indemnified by Member against any consequential liabilities / direct losses which may arise due to any error in bidding and or communication to Buyer.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

- iv) Member shall inform the Day Ahead schedule of power purchased by Buyer by 5.00 PM on trading day or any other time frame as informed by EXCHANGE. Any deviation from schedule on real time by Buyer on the delivery day will be treated as Unscheduled Interchange (UI) and settled by Buyer with respective SLDC / Discom as per the UI mechanism / applicable regulations as defined in prevalent CERC/SERC order as applicable from time to time.
- v) The scheduling and dispatch of the power shall be coordinated by EXCHANGE, with NLDC, RLDC's & SLDC's as per the relevant provisions of IEGC and the decisions of NLDC.

In case Buyer wishes to procure power on Term Ahead Basis; the Buyer will need to inform the Member at least a day before the trading day. Buyer/seller will submit the bid indicating the quantum, price, and duration for the different products in TAM to the Member through online portal/facsimile. In case bid gets matched, Buyer/Seller has to arrange NOC/consent from its SLDC within the specified time frame as mentioned in the Rules, Byelaws and Regulations of the Exchange TAM. No revision is allowed after the bid gets matched. Scheduling and dispatch of the power will be as per the CERC approved procedure for scheduling of short term open access bilateral transaction.

4. **Delivery Point; Transmission, Scheduling and Operating Charges and Transmission losses**

The delivery point for purchase of power by the Buyer shall be as decided by the power exchange from time to time. Currently it is the regional periphery of the region in which the Buyer is located. In addition to the Market clearing price (after transmission congestion) discovered at the exchange, the Buyer is required to pay, following additional charges:

- i) The Transmission Charges as applicable under the Central Electricity Regulatory Commission as per Sharing of Interstate Transmission Charges & Losses Regulations-2010.
- ii) Transmission Charges for the concerned State and/ or DISCOM Transmission Utility (in which Buyer is located), as decided by the concerned State Electricity Regulatory Commission (SERC).
- iii) Application fee for Nodal Regional Load Dispatch Centre, scheduling and operating charges of Respective and Intervening RLDC, Respective State Load Dispatch Centre (SLDC) including application money and concurrence charges of respective SLDC etc., if any. Such charges shall be as per the Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) (Amendment) Regulations, 2009, and concerned State Electricity Regulatory Commission.
- iv) Any other charges as specified by CERC / concerned SERC and the detailed procedure issued by the Central Transmission Utility as amended from time to time.

In addition to above, the Buyer shall bear the losses, which in the case of Day Ahead market comprises of Withdrawal Point Of Connection (POC) transmission losses up to Buyer's Regional (State) periphery as per CERC (Sharing of Interstate Transmission Charges and losses) Regulations-2010 and State and/ or DISCOM Transmission losses (as per the concerned SERC regulations) from the State periphery to the point of drawl. The same shall be adjusted by RLDC while scheduling.

5. Fees and Charges:-

EXCHANGE Charges:

- i) Annual fees: An annual non-refundable subscription fee of Rs...../- [comprising of Rs...../- as subscription fees + Goods and Service Tax currently @ 18 %] shall be payable by buyer to EXCHANGE through Member. Member may deposit the same with the EXCHANGE for maintaining the Client account, which shall be valid for a period of one year from the first day of purchase/sell of power on EXCHANGE by Buyer through the Member and ending on the preceding month of next year for procurement of Power & REC on EXCHANGE.
- ii) Transaction Fees: EXCHANGE Transaction fee @ Rs. ___/- per MWH and/ or per REC [plus 18 % Goods and service tax] will be added by EXCHANGE to the total units purchased by the Buyer.

Member Charges:

- i) Member shall be entitled to a trading margin of Rs. _____ per KWH (Rs. _____ Per KWH) [Plus Goods and service tax @ 18 % and such other applicable taxes] on each unit of energy purchased through the Member by Buyer on EXCHANGE Platform.
- ii) Trading Margin for REC purchased through Member by Buyer on EXCHANGE Platform shall be Rs ___/- per REC (Rs. _____ Per REC [Plus Goods and service tax @ 18 % and such other applicable taxes]
- iii) Professional charges Rs. _____(excluding Taxes) for Portfolio Management services under scope of work including other additional services as required complete.
- iv) The above Charges are exclusive of any other Taxes, Cess or Levies as applicable on it under any law in force and shall be payable by Buyer in addition, if applicable. Any other Taxes/Duties/Cess if applicable, on "Trading Charges" shall however be reimbursed by Buyer at actual.
- v) NOC Application charges will be paid by member to SLDC.
- vi) All other charges levied by EXCHANGE relating to transaction undertaken by Member on behalf of Buyer shall also be reimbursed by Buyer in full to Member.

6. Billing and payment cycle and Margin money

Member shall raise daily bills based on the daily obligation report issued by the power exchange and after including the charges mentioned above. The payment may be credited by **Buyer** through Electronic Transfer to Member designated bank in full.

Bank Account Details:

Account Name	Name of the Bidder
Name of Bank	
Bank account No.	
RTGS No.	
PAN No.	

Margin Money

- a. Buyer to deposit/ maintain the margin money in the(name of bidder) A/c or in its direct settlement A/c with EXCHANGE, for the quantum of power / RECs to be purchased by 16:00 hrs one day before the trading day. The Margin Money, if any, shall be as per Rules and Bylaws of EXCHANGE. This amount is refundable, if IFCI desires to

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

discontinue purchasing. The amount so deposited will not be utilized for any other purpose other than trading for and on behalf of _____.

b. Member will provide emergency credit for a period of 2 days in a month.

7. Force Majeure

- i) Any restriction imposed by NLDC / RLDC on scheduling of power supply shall be treated as Force Majeure without any liability on either side.
- ii) In case of change in law or restriction imposed by the Electricity Regulator (Central or State) and/or Government (Central or State) and/or Appellate Tribunal on any aspect for purchase of power, the same shall be binding on both the parties.

Member shall not be liable for any Compensation or Penalty under force majeure conditions.

8. Representations

- i) Member agrees to inform **Buyer** and keep it apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of **Buyer** to comply with such schedules / procedures of the Indian Energy exchange.
- ii) Member agrees that it shall co-operate in redressing grievances of **Buyer** in respect of transactions routed through it.
- iii) Member shall ensure due protection to **Buyer** regarding its rights in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of **Buyer** with whom and for whom it may have had transactions in power.

9. Dispute Resolution:-

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall attempt to decide through mutual discussions within 15 days.

If the dispute does not get resolved through mutual discussions such dispute or difference shall be referred to the arbitration of single arbitration as per the provisions of the Arbitration and Conciliation Act, 1996, or any enactment or modification there under. The Arbitrator shall be appointed by IFCI and the parties shall bear the costs of such arbitration in equal shares. The Arbitration shall be subject to the exclusive jurisdiction of competent Courts at Delhi only.

Notwithstanding the existence of any Dispute the Parties hereto shall continue to perform their respective obligations under this Agreement.

10. Notices and Correspondence:

All notices for billing, load dispatch and correspondence must be given or made in writing, such notice etc. shall be deemed to have been given or made when it shall be delivered by hand, by registered or certified mail or facsimile to the party to the following addresses mentioned below:

For Buyer:

Address:

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

Attention:
Telephone Number:
Facsimile Number:
Email:

For Member:

Address (Corporate : (Name and address of bidder office)

Address (Operations : (Name and address of bidder office)

Telefax No. :(Corporate)
..... (Operations)

Email :

11. Miscellaneous:-

- i) Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under.
- ii) The provisions of this Agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by CERC and Rules, Regulations and Bye-laws of the Exchange that may be in force from time to time.
- iii) Member hereby undertakes to maintain the details of **Buyer** as mentioned in the client registration form or any other information pertaining to **Buyer** in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that Member may so disclose information about its Buyer to any person or authority with the express permission of **Buyer**.
- iv) This Agreement can be altered, amended and /or modified by the Parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the Parties hereto are altered by virtue of change in Rules and regulations of CERC or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the Parties mentioned in this Agreement.
- v) Member have tie up with different Power Consumers, Utilities, generator and is in a dominant position to assist for buying power through exchange or green power.

IN WITNESS whereof the duly authorized representatives of the Parties have caused these presents to be signed on the day and year first hereinbefore written.

For and on behalf of

For and on behalf of

By: _____

By: _____

Signature:

Signature:

Title:

Title:

Witness :

Witness :

1

1

2

2

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

Annexure- 9

Financial Bid

To

Dated:

The General Manager (Estates)
IFCI Ltd.
IFCI Tower
61, Nehru Place
New Delhi-110 019.

Re: Availing Manage Services for Trading of Power under Open Access at IFCI Tower, Nehru Place, New Delhi.

Dear Sir,

This is with reference to Bid No. IFCI/Estates/Tender/2017-18/04 dated on the above subject. After reading above documents, Amendments/Clarifications/Corrigenda /Errata (if any) etc. issued in respect of document by IFCI, scope of work and after discussions, we have understood them fully and we accept all the terms and conditions mentioned therein. We quote our service fee / professional fee as under:

Sl. no.	Description	Amount (Exclusive of GST)
	PART (A)	
1	Trading Margin for Purchase of Power (In paisa /kwh) (Assume 03 Lakhs Kwh or unit for calculation purpose)	
2	Trading Margin for Purchase of REC's (In Rs. /REC) (Assume 03 Lakhs Kwh or unit for calculation purpose)	
3	Professional charges for Portfolio Management, including other additional services as required complete as per the document (In Rs./ Month)	
	Total Rs. Part (A)	
	PART(B)	
1.	Design, Supply, Installation, Testing & Commissioning of 02 nos. ABT meters at IFCI Tower including Civil works, coordination from DISCOM/SLDC for getting approval, complete as required. (Details given in scope of work 28 C.)	
	Total Rs. Part(B)	
	Total Amount Rs. (Part A+ Part B)	

2. The fees quoted by us is inclusive of all other charges and incidental expenses for the sites visit, monitoring of work, award of contract etc. However, the applicable taxes, is to be payable extra by IFCI.

Bid Document for Availing Manage Services for Trading of Power under Open Access at IFCI
Tower, 61 Nehru Place, New Delhi

3. We are also enclosing duly stamped and signed copy of the above letter as token of acceptance of the terms indicated therein.

Note:

- **Evaluation of financial bids shall be based on total amount Rs. (Part A+ Part B) quoted by the bidder excluding taxes.**
- Taxes will be paid extra.
- Submission in any other format may result in cancellation of the offer.

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal