



MANIPUR STATE POWER DISTRIBUTION COMPANY LIMITED
(Regd. Office: Electricity Complex, Patta No. 1293 under 87(2), Khwai Bazar,
Keishampat, District – Imphal West, Manipur – 795001)

EXPRESSION OF INTEREST

Imphal, dated the 30th July 2014

No. 2/18/Exchange/GM(Coml-I)/2013-MSPDCL/192-96 : Manipur State Power Distribution Company Limited (MSPDCL), a Government of Manipur enterprise intends to purchase 25 MW of power from November, 2014 to June, 2015 during 5.00 Hours to 24.00 Hours daily under Short Term Open Access arrangements from various trading licensees/generators/state utilities/Distribution licensees/SEBs as per the following below schedule and terms & conditions :-

Last date & time of submission:- 16th July upto 14.00 Hours
Opening of Bids :- 16th July at 15.00 Hours

Supply of Power by Other Utility to MSPDCL :

Utility	Period	Duration	Quantum	Delivery Point
Other Utility to MSPDCL	November 2014 to June 2015	5:00 to 24:00 Hours	25 MW daily (on FIRM basis)	Regional Periphery of the Exporting Utility

Interested parties are therefore requested to send their quotations along with following details positively by 16th July upto 14.00 Hours.

1. Letter of Intent of interested utility/ state.
2. Settlement Rate in case of less quantum supplied.
3. Trading Margin (in case of traders)
4. Clearly mentioned clauses regarding open access & transmission charges, losses, scheduling, Accounting & Billing of energy, Revision/Cancellation of Open Access corridor, Payment Security Mechanism, Due date of Reimbursement of Open access charges, Payment of trading margin & settlement amount, Prompt Payment Rebate on settlement amount, late payment Surcharge & force majeure.

Note: 1. The party offering less price per unit and less trading margin will be preferred.
2. The trader unable to supply Letter of Intent of interested utility at the time of Submission of offer/ quotation will be rejected straight away.
3. MSPDCL reserves the right to amend the terms and conditions and reject any or all offer/ quotations or to accept any offer/ quotation in full or part as may be considered advantageous to MSPDCL without assigning any reason what so ever. No correspondence in this regard shall be entertained by MSPDCL.

Terms & Conditions :

1. Delivery Point :

The delivery point for supply of power shall be at Regional Periphery of the Exporting Utility.

2. Open Access Transmission Charges & Losses :

a) Upto Delivery Point :

All Open Access Charges upto delivery point including SLDC charges, injection charges, RLDC scheduling charges or any other charges as may be applicable and all transmission losses including injection losses shall be borne by the **Exporting Utility**.

b) Beyond Delivery Point :

All Open Access Charges beyond delivery point including SLDC charges, drawal charges, RLDC scheduling charges or any other charges as may be applicable and all transmission losses including drawal losses shall be borne by the **Importing Utility**.

3. Scheduling :

i). The registered/ licensed traders shall apply for grant of Short Term Open Access and shall book the corridor/schedule the power with nodal RLDC for Supply of power. The scheduling & Dispatch of the power shall be coordinated by recipient utility with Nodal RLDC & SLDC as per relevant provisions of IEGC and CERC Regulations. Any instruction issued/ to be issued by CERC and/or any other statutory provision(s) shall also apply to scheduling & dispatch of power.

4. Energy Accounting:

i) The account of energy shall be carried out by both the utilities on the basis of implemented Schedule/Final REA issued as per nodal RPC/RLDC.

5. Revision/Cancellation of Open Access :

Revision/Cancellation of Open Access will be with the mutual consent of both the parties and party seeking revision/cancellation will bear the additional charges payable for the same. However, revision will be allowed only in case of congestion in corridor. Loss of generation, load crash, increase/decrease in demand will not be treated as ground for revision/cancellation of schedule by either party. The applying utility will not be authorized to cancel/revise the application without the consent of other party.

6. Issuance of Energy Certificate :

On successful completion for supply of the offered quantum of power for each month, the Firm(s) shall issue an Energy Certificate based on the relevant REA. The importing utility shall be obliged to return the amount of energy as reciprocal power to the Exporter, or to any other utility, as may be decided mutually, as reflected in the Energy Certificate. A final Energy Certificate shall be issued by the Firm(s) on adjusting the transaction to zero.

7. Billing and Payment :

All payments against Open Access bills shall be made within 3 days and trading margin bills shall be made within 7 working days from receipt of bills by fax/ e-mail and no rebate shall be applicable on Open Access Bills.

8. Surcharge for Late Payment :

A surcharge of 1.25% per month shall be applied on outstanding amount after due date of payment. This surcharge would be calculated on a day-to-day basis for each day of the delay after due date. No surcharge shall be admissible on the disputed amount.

9. Dispute Resolution :

Except, where otherwise provided in this general terms & conditions, all question of dispute arising out or relating to this agreement shall be referred to the appropriate Commission under the Electricity Act, 2003, within the time frame as applicable under the law. The decision of the appropriate Commission shall be binding on both the parties. However, both the parties shall perform their respective contractual obligation under the agreement during the disputed period.

10. Technical Requirements :

- a). The Tenderers/ Firms should be from licensed Traders/generators/state utilities/Distribution licensees/SEBs.
- b). The Tenderers/ Firms should have past experience in Trading or Banking not less than 500 MUs per annum.

12. Submission of Documents :

- a) The Firm / Company shall furnish documentary evidence in support of the Technical requirements stipulated as above.
- b) The application along with the enclosures shall be submitted in a sealed envelope, which shall be super scribed “**EXPRESSION OF INTEREST**”.
- c) Details of the Expression of Interest along with Terms & Conditions will be issued from the Office of the **General Manager (Com-I), MSPDCL, Keishampat, Imphal -795 001**. EOI paper in triplicate shall be submitted to the **Managing Director, Manipur State Power Distribution Company Limited (MSPDCL), Keishampat, Imphal -795001**.
- d) Any delay/loss/non-receipt of the EOI due to Postal delay or any other reasons not attributable to the Company and it shall not be the responsibility of the Company and no time extension on these grounds shall be entertained.
- e) The last date of receipt of EOI and DUE DATE for opening EOI happens to be a holiday, the same shall be on the next working day at the same time.

13. Contract Documents :

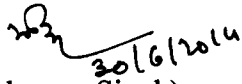
MSPDCL shall intimate the award of supply of power to the selected Firm(s) through a Letter of Award (LoA). Subsequently PPA will have to be signed by the Firm(s). The selected Firm shall commence banking of power as per above mentioned period.

14. Change of Law :

In case of change in Law or restriction imposed by regulator (Central or State) or Government (Central or State) or Appellate Tribunal on any court of Law on any aspect for sale of or purchase of power, the same shall be binding on both the parties. If any cess, duty and taxes etc. imposed by appropriate Government, same shall be applicable on Firm(s).

15. Force Majeure :

The parties shall ensure due compliance with the terms of the agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of the failure to carry out terms of the agreement to the extent that such a failure is due to Force Majeure events like rebellion, mutiny, civil commotion, riot strike, lock-out, natural calamity, act of god and technical constraints/ transmission constraints imposed by RLDC/RPC. But any party claiming the benefit of this clause shall fully satisfy the other party of the existence of such event and give written information to the other party within 24 hrs of such force majeure. Supply/drawal of power shall be resumed immediately by the parties concerned after such eventuality has come to an end or ceased to exist. Any restriction imposed by PowerGrid/ RLDC on scheduling of power due to constraint(s) in transmission/ Grid shall be treated as Force Majeure without any liability on either side.


(L. Priyokumar Singh)
Executive Director (Tech)
MSPDCL

Copy
to:-

1. The Secretary to the Hon'ble Chief Minister, Manipur, for kind information of the Hon'ble Chief Minister.
2. The Commissioner (Power), Govt. of Manipur for kind information.
3. The Managing Director (MSPDCL)/ (MSPCL) Manipur for kind information.
4. The General Manager (F&A), MSPDCL, Manipur.
- ✓ 5. The OSD, Department of Information Technology, Govt. of Manipur. He is requested to hoist the above EOI to the State Government website.