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Mumbai edition

TENDER NOTICE

The Maharashtra Electricity Regulatory Commission (MERC) desires to print its Annual Report for the year 2008-09 and sealed tender from reputed professional Individual or Firm, are invited in the prescribed form available from the Commission's office from 13.11.2009. The work include development of concept paper, design of art-work for cover page, and inside pages, printing (including envelopes), etc. Interested parties may submit their bids on or before 30.11.2009 (13.00 hours).

S/d
Secretary, MERC

Dated : 12th November 2009

Place : Mumbai.



MERC

Maharashtra Electricity Regulatory Commission

Tender Document

Preparation of Annual Report for the Financial Year 2008 - 09



Preparation of Annual Report for the Financial Year 2008 - 09

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Maharashtra Electricity Regulatory Commission

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Invitation to Bid

Preparation of Annual Report for the Financial Year 2008 - 09.

1.0 Preamble

- 1.1 The Maharashtra Electricity Regulatory Commission (MERC or the Commission) was established under section 17 of the ERC Act, 1998 (14 of 1998) and now its constitution is governed by Section 82 of the Electricity Act 2003 (36 of 2003) [Act].
- 1.2 Section 105 (1) of the Act states: *“The State Commission shall prepare once every year in such form and at such time as may be prescribed, an annual report giving a summary of its activities during the previous year and copies of the report shall be forwarded to the State Government”*.
- 1.3 While exercising this power, the Commission desires to prepare its Annual Report for the Financial Year 2008 – 09, for which the Commission invites sealed bids from interested parties for preparation of its annual report. The ‘Terms of Reference’ are attached as **Annexure-I**.
- 1.4 The successful bidder shall, under the overall responsibility of a Manager, designated by him for this work, deploy a team of qualified technical persons, with adequate experience in the related field, to
 - Identify data requirement for preparation of annual report
 - Drafting of the entire report
 - Proofing
 - Artwork (designing of the cover page and inside pages),
 - Printing
 - Excellent language
 - Translation of the whole report into Marathi.

2.0 Qualification of Bidder

- 2.1 The pre-requisite for furnishing a Bid against this Tender, is that the Bidder’s organisation, especially the technical representatives whom the Bidder plans to deploy for this Project, have: sound knowledge base and experience regarding drafting and preparation of Annual Report

The above is essential since the deployed team will be required to collect, analyse and process the requisite data. Accurate results, observations and recommendations to be provided to MERC as per the requirement.

3.0 Guidelines for submission of the Bid

3.1 Availability of Tender Documents

The Tender Documents posted at the Commission's website at www.mercindia.org.in will be available for downloading free of charge. Any parties interested in participating in the bidding process may download the document.

3.2 Areas of Work

The bidder is expected to study in detail, the scope of work to be carried out and quote separately for each work. *Decision, in regard to the award of Contract between any bidder, shall however, be the prerogative of the Commission.*

3.3 The duly completed Bid, in a sealed envelope, super-scribed "Bid for Preparation of Annual Report for the FY 2008 - 09 " should be submitted so as to reach the office of the Commission on or before 15.00 hrs on 30.11.2009. In the event of the specified date for the submission of the bids being declared a holiday, the bids will be received up-to the appointed time on the next working day of Commission's office. Any bid received after the abovementioned deadline will be rejected and may be returned un-opened.

3.4 The Bid, including the Financial Offer shall be **valid for three (3) months** from the due date of submission of the Bids, for acceptance by the Commission as well as for issue of a Letter of Intent/ Order by the Commission, and thereafter for full duration of the Contract period.

3.5 The prospective Bidders may note that the offers, if sent by them by E-mail, Telex, cable or facsimile, will not be considered as received by the Office of the Commission.

3.6 Any revision/correction in the Bid after opening of the Bids will not be allowed. Any such revision will render the Bid as non-responsive.

4.0 General Conditions of Contract:

4.1 **Contract Security Deposit:** The successful bidder shall furnish a Bank Guarantee (as per the Format attached as **Annexure-IV**) from a Scheduled Bank, on a Stamp Paper of Rs.100/-, as Contract Security Deposit, for a value equal to 10% of the Contract value, valid for the entire period of the contract plus a period of three (3) months, to enable lodging of any claims, arising due to failure on Contractor's part. As an alternative, the Contractor can furnish a Demand Draft drawn in favour of 'Maharashtra Electricity Regulatory Commission Fund', payable at Mumbai, money of

which will be returned by the Commission after satisfactory completion of work.

4.2 Terms of Payment:

Payments will be released on submission of the final required copies of the Annual Report within one month.

4.3 Time-frame and Duration of the Work

Task	Duration of work
Submission of inception report	One week from receipt of Letter of Indent.
Finalization of data requirement, approach and methodology	Three days from acceptance of the Contract.
Collection and measurement of data	Fifteen days from finalization of data requirement
Preparation of draft report	Fifteen days from collection of data
Submission of final report	Within a week from approval of draft report.
Submission of draft report translated into Marathi	3 weeks from the date of approval of final report
Submission of final report in Marathi	Within a week from approval of draft report.

4.4 Liquidated Damages:

In case of any delay the Contractor shall be liable to pay to the Commission, by way of Liquidated Damages, @ $\frac{1}{2}$ % of the value of the incomplete part of the assignment, per weeks delay or part thereof.

If final completion of the assignment gets delayed beyond the originally assigned duration from the date of issue of the letter of intent, the Liquidated Damages will be applied on the unfinished portion of the assignment, on the above basis.

The total value of the Liquidated Damages applied during the tenure of the contract will however be limited to maximum 10% of the contract value.

4.5 **Tax Deduction at Source:** The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the Commission will issue TDS Certificate/s.

4.6 The charges quoted by the Bidder in his Bid, and accepted by the Commission in the Contract, will be inclusive of the costs of Teams' travel, lodging and boarding, and also all incidental expenses,

professional fees etc., incurred by the teams, for the site inspection visits and/ or any discussions/ meetings with the Commission. No separate charges will be payable by the Commission on any such account.

4.7 Confidentiality of data and documents

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the Commission shall remain with the Commission. The Contractor appointed for this Project shall **not** utilise or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Commission, without the express written consent of the Commission. The Contractor shall be bound to hand-over the entire set of records of assignment to the Commission before the expiry of the contract, and before the final payment is released by the Commission.

4.8 Termination of Contract

The Commission reserves the right to terminate the contract, by giving notice to the Contractor, in case the performance of the Contractor is not found satisfactory. The key measures of performance of the contractor will be:

- a) Coverage of all the items of concern to the Commission
- b) Quality and extensiveness of Reports
- c) Punctuality regarding submission of report to the Commission.

5.0 Bid Opening

- 5.1 The Bids received, will be opened **at 16.00 hrs** on the same day as the due date of Bid submission, by the Secretary and/ or other officers nominated by the Chairperson of the Commission, in the presence of the bidders who may choose to remain present. The Bidder's representative desirous of attending the bid opening shall bring with him, a Letter of Authorisation, duly signed by the Authorised Signatory of the Bidder, for attending the bid-opening.

6.0 Award of Contract and Operation of the Contract

6.1 Contract Finalisation:

- 6.1.1 On completion of the evaluation of the technical and financial offers of the Bids received, and finalisation of the Successful Bidder/s, the Commission will issue 'Letters of Intent' (LoI) to the successful bidder/s, along with a format of the Contract to be signed.

- 6.1.2 The Commission reserves the rights:

- I) To award the Contract for work against this Tender, to a single party for all the work or to a number of parties.
- II) To decide to cancel this Tender, and not to proceed in the matter, at any stage of the bidding or analysis of the Bids and also accept or reject any or all bids, without giving any explanation, whatsoever. In case of cancellation, the Commission shall have discretion to decide whether to return or not the un-opened portions of the Bidders' documents and also how to deal with the documents retained by the Commission.
- III) To disqualify 1) any bidder found canvassing in the office of the Commission during the bidding process 2) any bidder who is a former entity / institute / firm failed to deliver appropriate output for similar type of assignments.
- IV) To expand or reduce the scope of the work to be carried out by the Contractor in various fields/ areas covered herewith. The Financial impact of such change shall be based on mutual agreement of both the parties.

6.2 Operation of the Contract:

6.2.1 Whilst the detailed procedure to be followed for execution of work, will be as described below, the Contractor will carryout the work, as follows:

- (i) Understanding objectives of the assignment.
- (ii) Finalizing data requirement for the assignment.
- (iii) Processing the data and preparation of report.
- (iv) Editorial focus (Proofing the report)
- (v) Preparation of Art work
- (vi) Printing of the final report
- (vii) Translation of the report into Marathi

6.2.2 On entering into a Contract for work, as above, the detailed work plan, milestones for monitoring progress of work, and related matters will be discussed by the Commission with the agency, with a particular reference to para 6.2.1 above. Any suggestions that the agency may have made as a bidder, and acceptable to the Commission so as to improve the ToRs, activities to be undertaken by the Contractor, reporting, etc., as also the inputs required from the Commission to ensure satisfactory implementation of the assignment will be discussed and finalised. These discussions will be on the strict understanding that the amounts quoted in the Contract will not be increased for any reason whatsoever. In case of any reduction in operational costs, the benefit will be passed on to the Commission.

7.0 Points for Preparation of the Bid:

A. Technical Offer

- 7.1 The Agency/Firm bidding for the assignment shall provide a brief description of the Firm's organisation and, if applicable, the members of Consortium, and a clear outline of **assignments executed in the recent past** (as per **Annexure II-A**). The information provided on each assignment shall indicate, inter-alia, the objectives of the assignment, its duration, profiles of the staff engaged, approximate value of contract, and completion status along-with the outcome of the assignment.
- 7.2 The bidder must nominate a Project Manager for the purpose of this project.
- 7.3 The information furnished by the Bidder, as per Annexure II-A, II-B & II-C of this document, shall form a part of the Technical Offer and be submitted along-with the same.

B. Financial Offer

- 7.4 The bidder must quote a fixed fee offer for the assignment work, which shall be inclusive of all applicable taxes (except Service Tax) and duties, and Government levies, Octroi (as applicable), insurance, transportation and allied expenses, etc. Service tax will be paid extra at the applicable rates in case the firm/ agency quotes a valid Service Tax Registration number in his bid and in the invoices.
- 7.5 No alteration to the price bid, for any reason or lapses, whatsoever, will be allowed after the Bid opening. Any additional payment to the Contractor, over and above the Contract price, will **NOT** be admissible by the Commission.
- 7.6 The quoted prices shall remain FIRM for the duration of the Contract. No additional amount shall become payable by the Commission on account of escalation or any other reason

8.0 Basis for Evaluation of the Offers

(A) Technical Evaluation

- 8.1 The Technical evaluation will be carried out based on the following three criteria, out of a total of 100 marks for all the criteria.

The weightages for the different criteria will be: -

- | | |
|--|-----|
| a. Relevant experience & track record | 25% |
| b. Adequacy of the proposed Work Plan and Methodology in respect of the Terms of Reference | 35% |
| c. Quality and features of tools, instruments, ideas and software to be adopted for the assignment | 40% |

- 8.2 The qualifying minimum total score, for the technical bid shall be 70%.
- 8.3 The Commission may, at its discretion, ask some or all the bidders for technical clarification/ presentation of their offers, to be completed by every bidder within a time-bound period, as prescribed by Commission.

(B) Financial Evaluation

- 8.5 Financial offer with the lowest evaluated cost, group-area-wise, will be given a financial score of 100 and others will be given marks as fraction of hundred, in inverse proportion of their evaluated price with respect to the lowest evaluated price.
- 8.6 Final/ overall evaluation of the Bids will be based on composite score of technical and financial proposals with respective weightages, which shall be 50% for technical offer and 50% for financial offer, which will lead to selection of 'successful bidder/s' based on the highest marks obtained area-wise and/ or for complete scope of work for both the areas together.

X -- X -- X

Annexure-I

Terms of Reference for

Preparation of Annual Report for the Financial Year 2008 - 09

Objectives of the Assignment

Maharashtra Electricity Regulatory Commission (**MERC, The Commission**) is a State Electricity Regulatory Commission under Section 82 of the Electricity Act 2003. The Commission has broad powers related to licensing, regulating tariffs, monitoring power procurement by the licensees, dispute settlement, consumer grievance redressal, etc.

Section 105 (1) of the Act states: *“The State Commission shall prepare once every year in such form and at such time as may be prescribed, an annual report giving a summary of its activities during the previous year and copies of the report shall be forwarded to the State Government”.*

While exercising this power, the Commission desires to prepare its Annual Report for the Financial Year 2008 - 09

Scope of Work

- (i) The agency, who is assigned the work against this Tender, will carry out the works as specified in this ToR
- (ii) Assessing / evaluating the results as per the requirement set under the methodology and format structure approved by MERC.
 - (i) Preparation and submission of draft reports and Commission’s approval thereof.
 - (ii) Submission of final report.

4. Deliverables

4.1 Draft Report: six well bound hard copies and soft copy.

4.2 Final Report: 1200 copies in Marathi and 800 copies in English with soft copy.

4.3 Data collected from MERC.

X--X--X

Annexure - II
(FORMAT)

Technical Offer

Date: _____

FROM:

TO:
Secretary,
MERC, Mumbai

Subject: Preparation of Annual Report

Sir,

I/We, _____, enclose herewith our Technical Offer for appointment of the firm for preparation of Annual Report.

*We have not taken any deviation from the scope of work or working conditions and confirm compliance to all the conditions specified in the Tender documents/

*We have taken a few deviations from the Tender specifications and details of same are brought out in Annexure-____.

(Note: * = to be appropriately modified by the bidder.)

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

Encl.: (list of all enclosures)

X - - X - - X

Annexure - II-A
(FORMAT)

Details of Organisation

Date: _____

A brief description of the organisation and the assignments of similar nature carried out in the last 5 years.

FROM:

TO: The Secretary
MERC, Mumbai

A. Brief description of the organisation:

1. Name of the Organization
2. Nature of the Organization
3. Business/Profession and number of years in the business
4. Number of staff
5. Registration/Membership
6. Affiliation with national and international professional/financial bodies.
7. Any other relevant information

B. Assignments carried out in the last 5 years

(The following information should be given in respect of each assignment separately.)

1. Title of assignment
2. Objective of assignment
3. Narrative description of the assignment.
4. Name of the client
5. Address
6. Commencement and completion of the assignment
7. Professional staff provided by your firm and their respective allocation of responsibilities.
8. Number of man months as well as the duration period for completion of assignment
9. Name of associated firm, if any.
10. Number of man months provided by associated firm from date of LOI/ Order.
11. Name of the senior staff (Project Director/Coordinator/Team Leader) involved and functions performed.
12. Outcome of the assignment.
13. Contract value of the assignment
14. Any other relevant information.

Yours faithfully,

Signature _____
Full Name _____
Designation _____
Address _____

X - - X - - X

Annexure - II-B

Approach & Methodology Note and Work-Plan

(FORMAT to be developed by the Bidder)

Annexure - II-C
Format of Curriculum Vitae (CV) for Project Director/ Project
Manager and Key Staff Proposed for this assignment

Name :

Proposed Position:

Name of Firm:

Profession:

Age & Date of Birth:

No. of Years with Firm:

Membership of Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

(Give an outline of staff members' experience and training most pertinent to the tasks on assignment. Describe degree of responsibility held by each staff member on relevant previous assignment and give dates and locations. Use up to half a page)

Education:

(Summarize College/University and other specialised education of each staff member, giving names of schools, dates attended and degrees obtained).

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by the staff members since graduation, giving dated, name of employing organization, title of positions held and location of assignments. For

experience in the last ten years, also give types of activities performed and Client references, where appropriate. Use up to three-quarter of a page).

Experience in Utility Business: Position held, Nature of work, Highlights/Achievements.

Certification:

I, the undersigned, certify that, to the best of my knowledge this bio-data correctly describes myself, my qualifications and my experience.

Signature of Staff Member

Date:

It is certified that the concerned person is a full time employee of the Firm.

Signature of authorised Official from the Firm (with name and designation)

Annexure - II-C (Contd.)

Composition of the Team with Project Director (Full Time) and Details of the task assigned to the Team Members

1. Project Director:

Name	Position and organisation	Responsibility held

2. Technical and Managerial Staff

Sr.No.	Name	Position	Responsibility	Proposed Duration on the Task (days)
1				
2				
3				
4				
5				

3. Support Staff

Sr.No.	Name	Position	Responsibility
1			
2			
3			
4			
5			

X -- X -- X

Annexure - III
(FORMAT)

Date: _____

Financial Offer

FROM:

TO:
Secretary,
MERC, Mumbai

Subject :

Sir,

This has reference to our Technical Offer under our reference _____ dated _____, for carrying out the preparation of Annual Report. I/ We _____ (Firm), hereby furnish our Financial Offer in respect of the Group-areas covered in our Technical Offer, as follows.

Our charges for carrying out the assignment in individual group-areas, are brought out below:

For Group-area-I : Quoted Price =Rs. _____(Rs. In words)
Completion Period = Months

For Group-area-II : Quoted Price =Rs. _____(Rs. In words)
Completion Period = Months

For Group-area-III: Quoted Price =Rs. _____(Rs. In words)
Completion Period = Months

For combined order for all the Group-areas (I+II+III):
Quoted Price =Rs. _____(Rs. In words)
Completion Period = Months

We confirm that the above quoted price is inclusive of all costs for carrying out the work as specified in the Commission's Bid Document.

We also hereby offer the discounts, as follows, on the combined Group-area prices quoted by us, in case we are assigned the work in more than one Group-area:-

1. Group-areas I&II:
2. Group-areas II&III:
3. Group-areas I&III:

(Only applicable groups need to be mentioned by the bidder.)

Yours faithfully,

Signature _____
Full Name _____
Designation _____
Address _____

X - - X - - X

Annexure - IV
(FORMAT)

CONTRACT SECURITY DEPOSIT

To
The Secretary,
MERC

WHEREAS (Name of agency / firm) hereinafter called "the firm" has undertaken assignment of Contract No.....dated.....to assist MERC in the matter of (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the firm shall furnish you with a bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with the firm's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the firm a guarantee

THEREFORE WE,, (Bank's name and address) hereby affirm that we are Guarantors and responsible to you, on behalf of the firm, up to a total of (Amount of the guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the firm to be in default the contract and without cavil or argument, any sums within the limit of.....as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee shall remain valid until the end of theday of....., 20....., for acceptance of your claims in the matter.

Signature and Seal of Guarantors

Date -----

Address -----

X - - X - - X