



MAHARASHTRA ELECTRICITY REGULATORY COMMISSION

TENDER

FOR

EMPANELMENT OF TECHNICAL CONSULTANTS

**Published on GoM e-tendering portal
“<http://mahatenders.gov.in>”**

Tender ID : 2020_MERC_603105_1

CORRIGENDUM NO. 2

1. The Commission vide Notice Inviting Tender (NIT) published on Government of Maharashtra e-tendering portal <http://mahatenders.gov.in> (2020_MERC_603105_1) has sought bids for empanelment technical consultants.

2. Based on the queries received through emails and feedback received during pre-bid meeting held on 27.08.2020, following changes have been made in Tender documents.

2.1. The last date for submission of Bids is hereby extended till **28 September, 2020, 16:00 Hrs.**
The Date and time of Opening of Bids will be **29 September, 2020, 17:00 Hrs.**

2.2. Clause 9.2.1 of the original Tender Document is as follows:

9.2.1 “As and when needed, the consultants would be employed on specific tasks. The required mandays and time lines would be finalized at the time of assignment of specific task. The Commission can do so by inviting limited quotes from empanelled consultancy firms and select the lowest financial offer or in compelling circumstances assign specific task to specific consultancy firms by recording reasons for the same.”

Now the clause 9.2.1 may be read as follows:

*9.2.1 “As and when needed, the consultants would be employed on specific tasks. The required mandays and time lines would be finalized at the time of assignment of specific task. The Commission can do so by inviting limited quotes from empanelled consultancy firms **and may allot the task on the basis of lowest financial offer or on the basis of Quality and Cost Based Selection (QCBS) method** or in compelling circumstances assign specific task to specific consultancy firms by recording reasons for the same.”*

2.3. Following para is inserted as second para in Annexure – 1 (Technical Offer)

#This bid is submitted for all the tasks mentioned in para 2 of the bidding document /

#This bid is submitted for following specific tasks mentioned in para 2 of the bidding document (Please mention specific tasks contained in para 2 of bidding document).

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

2.4. Line number 1 of Annexure 1-A is as follows:

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

Line number 1 of Annexure 1-A may be read as follows:

“A brief description of the organisation and the assignments of similar nature carried out in the last 3 years.”

2.5. In Clause 9.4.1 & 9.4.2 of ToR and Clause 17 i & ii regarding Liquidated Damages, following line is added: *The liquidated damages is restricted to 25% of the cost of assignment.*

2.6. In Clause 9.1.3 regarding entering into contract “7” days is substituted by “21” days.

2.7. In Clause 19 regarding Arbitration following line is added:

“Before going to Arbitrator, time of at least 45 days should be considered for resolving the conflict amicably. And that the Arbitrator will be appointed with consent of both parties.”

2.8. Following clause is inserted as Clause 5 xiii in the draft agreement at page no. 23:

“The progress of assignment will be monitored on continuous basis and acceptance of deliverables will be communicated at various stages, within 30 days of receipt of deliverables. Further, in case of some changes or suggestions in interim deliverables, the final deliverables provided after incorporating the changes and suggestions, will be accepted within 30 days of receipt of final deliverables.”

2.9. Clause 7.5 of ToR and paragraph 3 of Clause 13 of draft agreement may be read as follows:

“The Consultants shall keep the Commission and all the concerned Utilities to be visited, indemnified from any damages, on any account. The consultant agrees to indemnify to the extent the damages / losses are finally determined by a competent court or arbitration.”
And that “The indemnities set out in this agreement shall be subject to the following conditions: (i) the indemnified party as promptly as practicable informs the indemnifying party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the indemnified party shall, at the cost of the indemnifying party, give the indemnifying party, all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation, and personnel provided that the indemnified party may at its sole cost and expense reasonably participate through its attorneys or otherwise in such defence; If the indemnifying party does not assume full control over the defence of a claim as provided in this clause, the indemnified party may participate in such defence at its sole cost and expense and the indemnified party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the indemnified party will be included in losses.”

2.10. Following clause is inserted as Clause 9.3.8 in ToR and Clause 18 x in agreement:

“The consultant may terminate the agreement by giving at least 30 days notice. The termination may be accepted on completion of ongoing assignments or as decided on the basis of nature of work to be completed.”

2.11. Following clause is inserted as Clause 4.4.1 in ToR:

"4.4.1 Technical evaluation of individual resources will be as follows:

A. Each resource person will be given technical score based on qualification (50%) and experience (50%).

B. Minimum experience required for a resource person is 2 years.

C. Minimum qualifying marks is 60%.

D. Based on the technical scores, the resources will be grouped into four groups (Group 1 - 91 % marks and above), (Group 2 - 81% to 90% marks), (Group 3 - 71% to 80% marks) and (Group 4 - 60% to 70%).

E. In each group the resource person with lowest financial quote will be given 100 marks as financial score and all other resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person.

F. Based on the lowest composite score or average composite score, negotiations may be held with other firms for reducing their financial quotes for their resource persons.

G. There is no limit on the number of resources to be offered in the bid.

H. All the resources offered will be technically evaluated and grouped based on technical scores.

I. Each technically qualified resource person will carry 10 marks which will be counted against technical score for the bidding firm (max 70 mark- the bidders may offer higher number of resources for empanelment)."