



**Request for Proposal for empanelment of Legal Consultants
for
Maharashtra Electricity Regulatory Commission (MERC)**

Sr. No.	Particulars	Details
1	Cost of Tender Document	Free of cost
2	Mode of Bid Submission	Online through e-Tendering system and portal at “http://mahatenders.gov.in”
3	Tendering Authority	Maharashtra Electricity Regulatory Commission, World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Colaba, Mumbai-400005
4	Last Date of Submission of Queries	05 March, 2018 up to 1800 Hours Pre-Bid Queries can be submitted at ‘tenderqueries@merc.gov.in’
5	Date and Time of Pre- Bid Meeting	08 March, 2018, 2018 at 1400 Hours
6	Last Date of Submission of Bids	16 March, 2018, 2018 up to 1600 Hours
7	Date and Time of Opening of Bids	19 March, 2018, 2018 at 1600 Hours
8	Earnest Money Deposit (EMD)	Rs. 50,000/- (Rs. Fifty Thousand only)
9	e-Tendering Helpline 24 x 7 Help Desk Numbers : 0120-4200462; 0120-4001002 Mobile No. 8826246593, Email:support-eproc@gov.in for online payment related issues. Kindly send email with Bank Reference Number to this email ID merchant@sbi.co.in. You may also contact 022-27560149 for clarifications.	

1. Invitation for Bids (IFB) and Notice Inviting Tenders (NIT)

- Maharashtra Electricity Regulatory Commission invites electronic Bid Proposals from reputed, competent and professionally managed Law /Consultancy Firms / Organisations that meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for empanelment of Legal Consultants.
- The complete RFP document has been published on the Government of Maharashtra's e-Tendering website <http://mahatenders.gov.in>.
- Bidders who wish to participate in the bidding process must register on the website <http://mahatenders.gov.in>, unless already registered.
- To participate in the online Tendering process, the bidders must procure Digital Signature Certificates (DSC: class II or class III) in accordance with the IT Act, 2000. Bidders who already have a valid DSC need not procure a new DSC.
- The bidding process would follow two stage bidding mechanism for separate technical and financial proposals.
- The bidder shall submit the offer in electronic formats both for technical and financial proposals. EMD should be submitted online, as prescribed in NIT, along with the technical Bid.
- MERC shall not be responsible for any delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well within time so as to avoid any unforeseen problems.
- No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal Contract is signed and executed between the Tendering Authority and the successful bidder.
- MERC disclaims any factual/or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidders to prepare a logical bid proposal.

Detailed Expression of Interest Document

Expression of Interest (EOI) / RFP for Empanelment of Legal Consultants for various Legal tasks to be undertaken

1. Introduction :

Maharashtra Electricity Regulatory Commission (MERC) was established on August 5, 1999 under the Electricity Regulatory Commission Act, 1998, a Central Act which was superseded by Electricity Act, 2003 (EA 2003). Under the Electricity Act, 2003, the **MERC** undertakes various functions including determination of tariff for generation, transmission, wheeling and bulk or retail supply of electricity, regulation of electricity purchase and procurement process of Distribution Licensees, issue of Electricity Transmission, Distribution and Trading Licenses, promotion of cogeneration and generation of electricity from renewable sources of energy, etc.

MERC intends to empanel qualified and professionally managed Law /Consultancy Firms/Organisations to assist the Commission in respect of any or all of the Legal tasks listed under Section 2 of this document.

2. List of Tasks proposed to be assigned :

List of the tasks proposed to be assigned to the Law /Consultancy Firms/Organisations is as under:

1. Legal vetting of draft Orders /draft Regulations.
2. Study of Judgments of the Appellate Tribunal for Electricity from a legal standpoint and advising the Commission on the desirability or otherwise of filing an appeal before the Supreme Court under Section 125 of the Electricity Act, 2003.
3. Defending the Commission's Orders before the Appellate Tribunal for Electricity, High Court and Supreme Court.
4. Providing Legal Advice/Opinion to the Commission as and when required.

3. Eligibility & Qualification requirement :

The Law /Consultancy Firms/Organisations intending to empanel for these tasks shall fulfill the following eligibility criteria and shall provide satisfactory proof regarding the same:

- a) Shall be Law / Consultancy Firms /Organisations which have majority of the proposed key resources being full time association of Lawyers/Solicitors and having proven

records of accomplishment in the above areas with minimum 5 (five) years experience in the similar areas of task listed under Section 2.

- b) The Law / Consultancy Firms / Organisations shall be well acquainted with the Regulatory environment in the Power Sector and functioning of Power Sector Utilities and possess experience in dealing with such similar matters on a wide range.
- c) Personnel of Law / Consultancy Firms / Organisations shall have relevant background / experience in Electricity Law pertaining to tasks which are to be performed including personnel having good exposure of appearing in Appellate Tribunal for Electricity/High Court/Supreme Court and shall be well versed with various Electricity Acts.
- d) Shall have adequate legal, administrative and financial capability to undertake such tasks as per terms of reference provided to them considering various steps to be performed from the inception to the completion within the time frame prescribed by MERC.
- e) The Law / Consultancy Firms / Organisations shall furnish copies of certificate of registration/ agreement/articles of association, as the case may be, as service firm and PAN, GST registration, copy of 'Sanad' and Membership of professional societies.

4. Submission of EOI Bid and Bidding Procedure :

4.1 The Bid should be submitted through Government of Maharashtra e-portal “ <https://mahatenders.gov.in> ”.

4.2 The Bid shall comprise of two parts, i.e. (i) Technical Offer, and, (ii) Financial Offer, as follows:

- (I) The Technical Offer should be as per the format given at **Annexures – I, I - A, I - B, I - C, I - D and I - E.**
- (II) The Financial Offer should be as per the format given at **Annexure-II**

Basis of Bid Evaluation:

(A) Technical Evaluation

4.3 The bidder in addition to furnishing complete information in the Forms appended with the documents shall furnish a complete document on the proposed approach, methodology & work plan for handling the tasks assigned. The work plan shall include full justification for methodology to be adopted. An indicative time schedule for carrying out each component of the tasks is also to be indicated.

4.4 The technical bid will carry maximum marks of 100, with Qualifying Minimum total score of 60 %. The Evaluation Committee nominated by the Commission shall

evaluate the bids on the basis of eligibility and qualification requirement as provided in Section 3 of this document. The response of the bidders will be evaluated as per following criteria:

Sr.No.	Particulars	Weightage
1	Experience of the bidder in legal assignments	30 %
2	Qualification and competency of the personnel	70 %

4.5 The Evaluation Committee will identify suitable bidders based on evaluation of the technical bids and if considered necessary, may also call for technical discussions / presentations from the identified bidders. On the basis of the technical bids submitted and on the basis of discussions and presentations, if any, the bidders would be short listed. The financial bids of short listed / Technically Qualified bidders only will be opened for further evaluation.

(B) Financial Evaluation

4.6 Among the financial offers (monthly fees of resource person), the lowest offer(s) will be given a financial score of 100 and the others will be given pro- rata scores.

4.7 A composite score (weighted average) of technical and financial scores will be worked for each resource person / personnel. While calculating the composite score, the weightage shall be 60% for technical score and 40% for financial offer.

4.8 The selection of the Law / Consultancy Firms / Organisations shall be based on the highest scores.

4.9 MERC reserves the right to reject any/all the bids in part/or in full without assigning any reason.

4.10 The validity of the empanelment of Law / Consultancy Firms / Organisations, shall be for a period of three years, which can be extended by a further period up to two years

5. Earnest Money Deposit: (EMD)-

EMD shall be submitted online through e-portal “ <https://mahatenders.gov.in> ”.

- 6. Deviations:** The Bidder must ensure that Technical and the Financial Offers submitted by it satisfy all the Terms and Conditions specified in the Tender specifications. In case of any deviations from the requirements of this Tender, the Bidder shall specifically bring out the same in a separate Sheet enclosed to the Technical Bid, entitled “Schedule of Deviations”, and make a reference to the same in the covering note of the Bid. In absence of any such schedule, it shall be deemed that the Bid has no deviation, and the Bidder shall be meeting all the requirements as per the Tender specifications. The Commission reserves the right to reject any Bid, based on any deviation taken by the Bidder, or otherwise, without assigning any reason.
- 6.1** Any revision/correction in the Bid after opening of the Bids shall not be allowed. Any such revision will render the Bid non-responsive, and also result in forfeiture of Earnest Money Deposit.
- 6.2** The Bidder shall make in Bid such disclosures as may be required to ascertain that it has no conflicting interest in undertaking the proposed assignment.

7. General Conditions of Contract:

- 7.1 Security Deposit:** The successful Bidder (Law / Consultancy Firms / Organisations) shall furnish a Bank Guarantee (as per the Format attached as **Annexure-III**) from a Nationalised Bank / Scheduled Bank, on a Stamp Paper of Rs.100/-, as Contract Security Deposit, for a value equal to Rs.5,00,000/- (Rupees Five Lakh only), 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 Law / Consultancy Firms / Organisations. As an alternative, the Law / Consultancy Firms / Organisations may furnish a Demand Draft drawn in favour of ‘Maharashtra Electricity Regulatory Commission’, payable at Mumbai, the amount of which will be returned by the Commission after satisfactory completion of work.
- 7.2 Terms of Payment:**
Payment to the Law / Consultancy Firms / Organisations would be made every month subject to the submission of bills along with works sheet of work carried out by the Law / Consultancy Firms / Organisations during the month.
- 7.3 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. GST, as applicable shall be payable extra, at the prevalent rates.

7.4 No extra charge: The charges quoted by the Bidder in Bid, and accepted by the Commission in the Contract, will be all inclusive of the costs of Law / Consultancy Firms / Organisations resources person/personnel's travel, lodging and boarding, and also all incidental expenses, professional fees etc., incurred by the resource person/personnel, in connection with the assignment. No separate charges will be payable by the Commission on any such account.

If Commission directs approved resource person to carry out any tour in connection with any assignment, then the out station travelling, lodging and boarding as admissible will be reimbursed as per the relevant rules and regulations of the Commission on case to case basis.

7.5 The Law / Consultancy Firms / Organisations shall keep the Commission and all the concerned Utilities to be visited, indemnified from any damages, on any account.

7.6 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. No one shall 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 Law / Consultancy Firms / Organisations 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.

7.7 Conflict of interest: The Law / Consultancy Firms / Organisations appointed by the Commission, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the Commission.

8. Bid Opening:

8.1 The Technical Offers of the Bids will be scrutinised and the bidders (Law/ Consultancy Firms / Organisations) who have qualified for further evaluation will be intimated online through e-portal.

8.2 Pre-Bid Discussion: For the benefit of the bidding Law / Consultancy Firms / Organisations, a pre-bid session will be held as mentioned in NIT.

9. Award of appointment on Contract:

9.1 Contract Finalisation:

9.1.1 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' (LOIs) to the successful bidder/s, along with a format of the Contract to be signed.

9.1.2 Within seven days of receipt of the LOI, the successful bidder(s) (Law / Consultancy Firms/Organisations) shall enter into a Contract with the Commission in the prescribed format and by submitting the Contract Security Deposit (in form of bank Guarantee).

If the successful Bidder (Law / Consultancy Firms / Organisations) fails to enter into the said Contract, within 7 days of issue of Order, the Earnest Bid Deposit submitted by the Bidder will be forfeited, and the Commission may exercise its right to invite the next-in-line 'successful Bidder' to award the Contract. The Commission may also exclude the former Bidder from all future assignments/ Tender processes.

9.1.3 The Commission reserves the rights, as follows:

- I) To award the Contract against this Tender, to a single bidder for all the work or to a number of Bidders.

- 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.
- III) To disqualify 1) any bidder found canvassing in the office of the Commission during the bidding process 2) any bidder who has worked with the Commission in the past but has failed to deliver appropriate output for similar type of tasks as mentioned in Section- 2.

9.2 Operation of the Contract:

9.2.1 As and when needed, the Law / Consultancy Firms / Organisations on assignment basis would be engaged on specific tasks. The required mandays and time lines would be finalized at the time of assignment of specific task.

9.2.2 The resource person / personnel of the Law / Consultancy Firms / Organisations named in the proposal shall be actually available for carrying out the work. The Commission will not consider any substitution of persons during the contract period except in extra ordinary circumstances like incapacitation of key professional staff for reasons of health or resignation from services.

9.3 Termination of Agreement : The Commission may terminate a contract to which these terms apply, if:

9.3.1 The Law / Consultancy Firms / Organisations are unable to address the assigned works,

9.3.2 Quality of the assigned works is not to the satisfaction of the Commission,

9.3.3 The Law / Consultancy Firms / Organisations fails in timely achievement of the milestones as decided by the Commission,

9.3.4 The Law / Consultancy Firms / Organisations commits any material or persistent breach of its obligations under the contract, or approved resource persons of the Law / Consultancy Firms / Organisations are found lacking in honesty and integrity;

9.3.5 The Law / Consultancy Firm / Organisation becomes insolvent;

9.3.6 In case of the above defaults, the Commission reserves the right to terminate the contract, by giving fifteen days notice to the Law / Consultancy Firms / Organisations.

9.3.7 Termination shall be effected by written notice served on the Law / Consultancy Firms / Organisations and will take effect in 15 days of delivery of such notice.

9.4 Liquidated damages :

9.4.1 For delay : If the Law / Consultancy Firms / Organisations fails to complete the allotted work within the prescribed time period, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.

9.4.2 For errors / mistakes : If the Law / Consultancy Firms / Organisations commits any error / mistake in the allotted work, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.

9.5 Governing law: The contract shall be governed by and construed in accordance with the laws of the Republic of India.

9.6 Jurisdiction : In case of any dispute or difference between the parties with regard to any matter including interpretation of this agreement and clarifications thereto, the Courts at Mumbai alone shall have the jurisdiction to determine the same.

Secretary, MERC

Annexure – I
(FORMAT)
Technical Offer

Date: _____
FROM:

TO:
The Secretary,
MERC, Mumbai

Subject: “Offer for consulting services for assistance to the Commission to facilitate legal works as per Section 2 of Bidding Document”

Sir,

I/We, _____, enclose herewith our Technical Offer for appointment of the firm for “Offer for consulting services for assistance to the Commission to facilitate legal works enumerated in Section 2 of bidding document”

*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.)

The Earnest money deposit of Rs.50,000 (Rupees Fifty thousand only) is submitted online.

Yours faithfully,

Signature _____
Full Name _____
Designation _____
Address _____

Encl.: (list of all enclosures)

X - - X - - X

Annexure – I-A

(FORMAT)

Relevant Experience & Track Record of the Law /Consultancy Firms/Organisations

Date: _____

A brief description of the Law /Consultancy Firms/Organisations 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
6. Affiliation with national and international professional/financial bodies.
7. Annual Turnover (last three years)
8. 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. Number of man months as well as the duration period for completion of assignment
8. Outcome of the assignment
9. Contract value of the assignment
10. Any other relevant information

Yours faithfully,

Signature _____

Full Name _____

Designation _____ Address _____

Annexure – I-B

(NO PRESCRIBED FORMAT)
(Not more than 5 pages)

Concept Note on the Understanding of the Tasks Envisaged

Annexure – I-C

Qualifications, Experience and Competence of the resource person for the Assignment

**Format of Curriculum Vitae (CV) for resource person proposed
for the Assignment (separate sheet for each resource person)**

Name:

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 dates, 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 – I-D

List of the resource persons included in the team of a Bidder

Resource persons

Sr.No.	Name	Position in the Organisation (Bidding Firm)
1		
2		
3		
4		
5		

Annexure I-E

(No prescribed format)

Methodology for Transferring Knowledge to the Staff of the Commission.
(Not more than three pages)

Annexure - II
(FORMAT)
FINANCIAL OFFER

Date:

FROM:

TO:
The Secretary,
MERC, Mumbai

Subject:

Sir,

This has reference to our Technical Offer under our reference No. _____ dated _____, for providing assistance to the Commission to facilitate various tasks enumerated under Section 2 of the Expression of Interest works as per of bidding document”

I/We _____ (Name of the Law /Consultancy Firms/Organisations), hereby furnish our Financial Offer, in respect of the Group-area covered in our Technical Offer, as follows;

Sr. No	Name of the person as per Annexure I – D	Monthly Fee (considering 22 mandays a month)
1		
2		
3		

We confirm that the above quoted prices are inclusive of all costs (excluding GST) for carrying out the work as specified in the bidding documents.

Yours faithfully,

Signature _____ Full Name _____

Designation _____ Address _____

**Annexure – III
(FORMAT)**

CONTRACT SECURITY DEPOSIT

To
The Secretary,
MERC

WHEREAS (Name of Law /Consultancy Firms/Organisations) hereinafter called "the firm" has undertaken assignment of Contract No.....dated.....to assist MERC in the matter of ... legal works as per Section 2 of Bidding Document (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 -----