



**MAHARASHTRA ELECTRICITY
REGULATORY COMMISSION**

REQUEST FOR PROPOSAL

FOR

**ENGAGEMENT OF AGENCY FOR UNDERTAKING
STUDY OF TIME OF DAY TARIFF STRUCTURE IN
ELECTRICITY TARIFF IN MAHARASHTRA**

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Abbreviations

Term	Meaning
BG	Bank Guarantee
GoI	Government of India
GoM	Government of Maharashtra
DD	Demand Draft
MERC	Maharashtra Electricity Regulatory Commission
TOD Tariff	Time of Day Tariff
EDP	Electronic Data Processing
EMD	Earnest Money Deposit
LoI	Letter of Intent
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
RFP	Request for Proposal
ISO	International Organization for Standardization
PQ	Pre-Qualification
Government	Government of India-GoI or GoM
Bidder	Entity which will respond to this bid
Government Agencies	Government entities which will assign actual work to empanelled vendors
Contract Value	Price Payable to the successful bidder under the contract for the full and Satisfactory performance of the contractual obligation.

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

Invitation for Bids (IFB)

- 1.1. Maharashtra Electricity Regulatory Commission (MERC) invites electronic bid proposals from reputed, competent and professional service providers who meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for Tender for '*Engagement of Agency for undertaking Study of Time of Day Tariff Structure in Electricity Tariff in Maharashtra*'
- 1.2. The complete (RFP) document is published on the Government of Maharashtra's e-Tendering website <https://mahaenders.gov.in/nicgep/app>.
- 1.3. Bidders who wish to participate in the bidding process must register on the website <https://mahaenders.gov.in/nicgep/app>, unless already registered.
- 1.4. 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.
- 1.5. The bidding process would follow two stage bidding system and accordingly separate Technical and commercial/Financial bids will be submitted.
- 1.6. The bidder shall submit the offer in electronic formats both for technical and commercial bids. EMD and Tender fees should be submitted online, as prescribed in NIT, along with the technical bid.
- 1.7. MERC will not be responsible for any delay in online submission by bidders due to any reason. For this, bidders are requested to upload the complete bid well within time so as to avoid any unforeseen problems.
- 1.8. 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.
- 1.9. 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.

Notice Inviting Tenders (NIT)– Tender Notice No. MERC/Load Survey study for ToD Tariff /2021-22

Sr. No.	Particulars	Details
1.	Name of the Work	Engagement of Agency for undertaking Study of Time of Day Tariff Structure in Electricity Tariff in Maharashtra
2.	Tendering Authority	Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 13 th Floor,CuffeParade, Mumbai-400005
3.	Cost of Tender Document	Rs. 5000/-(Rupees Five Thousand Only) (Non Refundable) To be submitted online at https://mahaenders.gov.in/nicgep/app
4.	EMD Amount	Rs.50000/-(Rupees Fifty Thousand Only) To be submitted online at https://mahaenders.gov.in/nicgep/app
5.	Bid Validity	120days from the Bid submission date.
6.	Performance Bank Guarantee	10%of the Contract Value
7.	Performance Security Validity Period	6 months after expiration of all the Contractual Obligations
8.	Mode of Bid Submission	Online through e-Tendering system at- https://mahaenders.gov.in/nicgep/app
9.	Last date of Submission of Queries	29 October, 2021 Pre-Bid Queries can be submitted at ' tenderqueries@merc.gov.in ' as per format in Tender document.
10.	Date ,Time and Place of Pre Bid Meeting	On3November,2021@ 15:00hrsThrough Video Conferencing
11.	Last Date of Submission Of Bids	10November, 2021 up to 15:00hours
12.	Date and Time and Place of Opening of Bids	11 November, 2021@ 15:00 hours Maharashtra Electricity Regulatory Commission World Trade Centre, CentreNo.1, 12th Floor, CuffeParade, Mumbai-400005.
13.	e-Tendering Helpline	24x 7 HelpDeskNumber0120-4200462, 0120-4001002Mobile No. 8826246593Email–support-eproc@gov.in

**Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial/financial tenders shall be notified in 'Press Notice / Corrigendum's section on thee-Tendering sub portal of the department before opening of the same.*

Note:-

The Office of Maharashtra Electricity Regulatory Commission has reserves right to accept or reject any or all tenders without giving any reason thereof.

2. Background

The Commission had introduced the concept of Time of Day (**TOD**) tariff in its Tariff order in Case No 1 of 1999 dated 5 May 2000 for HT industrial (HTP - I & HTP - II) consumers as a critical tool for Demand Side Management with an intension to flatten the load curve after observing a wide gap between maximum demand and minimum demand.

Over the time, the Commission has made TOD tariff structure mandatory for all HT consumers and LT consumers having load above 20 kW. Further, rate of additional / rebate in tariff was also changed. However, tariff slots have remained unchanged

The Commission has received request from various Distribution Licensees for Change in ToD tariff structure during the recent Tariff Proceeding. The Commission has made following observations on such request for revision in ToD tariff structure in its Tariff Orders:

“8.25.7 In the past the Commission has followed centralized MoD approach and standardized ToD timeslots and rates. The Commission upon analysing the same observed that, the existing ToD structure matches with the rates prevalent in the Power Exchange, i.e., ToD rate is high when Power Exchange power is costly and ToD rate is low when Power Exchange power is cheaper. From 1 April 2020, the State is shifting to decentralized MoD under the DSM framework, and each DISCOM must plan its power procurement as per its load curve. Hence, the ToD structure can be different for each DISCOM. If proposed changes in ToD rates are accepted, it will result into consumer shift from DISCOM to RE plants. Penalising consumers in such a manner will result into loss of consumers for DISCOMs.

8.25.8 In addition, RPO Regulations for the next Control Period envisages substantial increase in Solar power, which will be helping the load curve as it shall be contributing to meet the daytime peak load requirement. Such RE projects would be commissioned in the next couple of years. Hence, at the time of MTR, it would be appropriate to revisit and revise, if necessary, the ToD timeslots and rates as per DISCOM's power procurement planning. The Commission may also consider having seasonal ToD rate in order to assist the DISCOMs to absorb seasonal variation in RE generation which as per RPO Regulations, 2019 would be 25% in FY 2024-25

8.25.9 Thus, in view of above, the Commission has decided to continue with the existing structure of ToD slots and applicable charges and directs MSEDCL to submit a detailed proposal at the time of MTR.”

Accordingly, the Commission intends to undertake study for identifying various options for redesigning the ToD Tariff structure in Maharashtra.

3. Objective

To study changes in consumption pattern and load curve of Distribution Licensees in Maharashtra and design the TOD Tariff structure which helps in optimizing power procurement expenses and also encourage demand response schemes.

4. Scope of Work

4.1 Overall Scope of Work

A. The successful bidder is required to submit a Report covering detailed analysis as listed below and recommending Time of Day tariff structure which helps in optimizing power procurement expenses and also encourage demand response schemes.

B. Detail scope of the activities is as follows:

- a. Study of Load Curve of Distribution Licensees (time block sensitive) in the State and its impact of State Load Curve.
- b. Contribution of each consumer category in Load Curve of their respective Distribution Licensee and State Load Curve.
- c. Existing & future power purchase mix of Distribution Licensees and mapping the same with their load curves.
- d. Study of ToD tariff structure in other States in India and also international best practices for ToD tariff structure.
- e. Possibility of different ToD time slots and / or rate for each consumer category and or Distribution Licensee (comparison of the present structure vs the best fit structure). Explore the possibility of Seasonal variation in time slots/ or rate.
- f. Roadmap for mandating ToD tariff structure for load below 20 kW. (Acceleration due to the proposed installations of Smart Meters).
- g. Possibility of providing flexibility in ToD tariff which can be used to make electricity tariff dynamic (tariff which can be change based on power purchase rate in market), for incentivizing demand response schemes.
- h. Based on above, proposed ToD tariff structure which will incentivize / dis-incentivize the consumer for shifting their load in such a manner that Distribution Licensee optimize its power procurement expenses.
- i. Design of a mechanism / formats to capture impact of changes made in ToD tariff structure on Discom's Load Curve.

5. Timeline

The overall work shall be completed within a timeframe of 6 months from the date of work order.

6. Eligibility of Bidder

Following Firms/ Organizations/Institutions are eligible for applying for this Bid:

- a. The Bidder shall have experience of handling similar assignments for last 3 years.
- b. Average turnover for last 3 years of the Bidder shall be more than Rs. 7.5 Cr.

7. Instructions to Bidder

7.1. Purpose of Bid Document

This document provides information to enable the bidder to understand the broad requirements to submit their "Bids".

7.2. Cost of Bid Document

The Cost of tender document is **INR5,000/- (Five Thousand only)** which shall be paid online.

7.3. Completeness of Bid Document

Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required, submission of a proposal not substantially responsive in every respect will be at the bidder's risk and may result in rejection of the bid.

7.4. Proposal Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MERC, and in negotiating a definitive Contractor all such activities related to the bid process. The MERC will in no case be responsible or liable for such costs, regardless of the conductor outcome of the bidding process.

This Bid Document does not commit MERC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of the MERC and may be returned at the sole discretion of MERC.

7.5. Period of Validity of Bids

Bids shall remain valid for the period of 120 days after the bid submission deadline date prescribed by

MERC. A bid valid for a shorter period shall be rejected by MERC as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, the MERC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. In this case, the EMD shall also be extended for Thirty days (30) beyond the deadline of the extended validity period. No interest will be paid by MERC on amount of EMD.

7.6. Pre-Bid Meeting

MERC will host a Pre-Bid Meeting for queries (if any) raised by the prospective bidders. The date and time of the meeting are given in this document. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.

The queries should necessarily be submitted in the following form

Format for raising queries in the bidding:

#	Bid Document reference(Section No.,Page No.)	Content of the Bid Document requiring clarification	Clarifications ought /query
1			
2			
3			

Authorization letter in the name of the person attending pre-bid meeting needs to be submitted on the letter head of the Bidder during the pre-bid meeting in the format specified in **Annexure C**.

Queries submitted post the deadline mentioned or which do not adhere to the above mentioned format may not be responded to.

7.7. Amendments to Bid Document

At any time till 05 (five) days before the deadline for submission of bids, MERC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. All the amendments made in the document would be issued as a corrigendum to the Tender Document and shall be made available at <http://mahatenders.gov.in/nicgep/app>.

The bidders are advised to visit the website <http://mahatenders.gov.in/nicgep/app> on regular basis for checking necessary updates. MERC also reserves the rights to amend the dates mentioned in this Tender Document for bid process.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, MERC may, at its discretion, extend the last date for the receipt of Bids.

7.8. Rights to Terminate the Process

MERC may terminate the Bid Document process at any time and without assigning any reason.

MERC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This Bid Document does not constitute an offer by MERC. The bidder's participation in this process may result in MERC selecting the bidder to engage in further discussions and negotiations toward selection. The commencement of such negotiations does not, however, signify a commitment by MERC to execute a contract or to continue negotiations. MERC may terminate negotiations at any time without assigning any reason.

7.9. Language of Bid

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and MERC, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

7.10. Bid Submission Format

The entire proposal shall be strictly as per the format specified in this Bid document. Details of the format are given in Part-II- Annexure of this tender document. Bidder shall ensure that the bid documents are submitted in the respective folder online.

7.11. Documents Comprising of Bid

The following table is provided as a guideline for submitting various important documents along with the bid.

#	Type of Envelope	Documents to be submitted
01	Technical Proposal Folder(Envelope A)	<ul style="list-style-type: none"> ✓ Annexure A :Bid Cover Letter ✓ Online payment receipt of EMD of Rs. 50,000/- & Online payment receipt of Tender Fee of Rs.5,000/- ✓ Annexure B: Format to share Bidder's Particulars and contact person's details ✓ Annexure C: Authorization letter for attending pre-bid meeting (To be provided on the letter head of Bidder) ✓ Annexure D: Format for Organization Experience and CV of 3 key staff members proposed for this study <p>(Complete tender documents with signature & stamp of authorized signatory on each page)</p>
02	Commercial Proposal Folder(Envelope B)	<ul style="list-style-type: none"> ✓ Commercial Bid(in the BoQ format) ✓ Annexure E: Format for Price schedule <p>(Complete tender documents with signature & stamp of authorized signatory on each page)</p>

The bidder offer shall contain no interlineations, erasures or overwriting excepts as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing offer. Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Filling up of the technical details Form using terms such as “OK”, “accepted”, “noted”, “as given in the brochure/manual” is not acceptable. The MERC may treat offers not adhering to these guidelines as unacceptable.

7.12. Earnest Money Deposit (EMD) and refund

Bidders are required to submit EMD of Rs.50,000/-(Rupees Fifty Thousand only) online on the <https://mahatenders.gov.in> portal.

Unsuccessful Bidder’s bid security (EMD) will be discharged/ returned after the expiration of the period of tender offer validity prescribed by the MERC.

The successful Bidder’s bid security (EMD) will be discharged upon the bidder executing the Contract and furnishing the Security deposit/performance security in the form of performance bank guarantee. The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i) To sign the contract in accordance with the terms and conditions
- ii) To furnish performance bank guarantee as specified in the terms and conditions

7.13. Submissions of Bid

- Complete bidding process will be online (e-tendering) in two envelope system. All the notifications & detailed terms and conditions regarding this tender notice hereafter will be published online on web site <https://mahatenders.gov.in/nicgep/app>.
- Bidding documents can be seen, downloaded and submitted in electronic format on the website. The deadline for submission of bid is specified in this document.
- The bidders are required to submit EMD online on website <https://mahatenders.gov.in/nicgep/app>
- Technical Proposal bids will be opened online on website <https://mahatenders.gov.in/nicgep/app> on 11 November 2021.
- Bidder should submit information & scanned copies in only PDF format in Technical Proposal Envelope as mentioned in the Bid Document.
- Uploaded documents of successful bidder may be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority.
- No physical documents of Technical Proposal and Commercial Bid envelopes shall be accepted. Only the soft copies need to be uploaded on e-tendering website.

- Time and date of opening of Commercial bids will be informed by email to technically qualified bidder.
- The guidelines to download the tender documents and online submission of bids and procedure of tender opening can be downloaded from website <http://mahatenders.gov.in/nicgep/app>.
- All documents are mandatory, however, MERC reserves right to waive minor infirmity / non-conformity or call for clarifications / additional documents. The bidder will have to submit additional document / clarification within 3 working dates from the date of issue of the letter /mail seeking clarification/ additional document.
- Maharashtra Electricity Regulatory Commission, reserves the right to accept or reject any or all the tenders without assigning any reason.

7.14. Opening of Bid

Bids shall be opened through e-tender process (online). All the Bids received within the deadline shall be opened at the date, place and time mentioned in “Important Information” of this tender document. The technical bids of all bidders will be opened.

The Bidders’ representatives who are present shall be requested to sign the attendance sheet. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in Annexure C.

Once the bids are opened, each bid will be checked for technical criteria.

7.15. Opening of Commercial Bid

Bids shall be opened through e-tender process (online). The commercial bids of only technically successful bidders will be opened. MERC shall notify the technically qualified bidders about the date of opening the Commercial Bids.

The commercial bids will be opened and assessed by MERC for completeness and accuracy. Arithmetical errors will be rectified on the following basis-

- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words will prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the points above.
- The amount stated in the proposal form, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

If the bidder does not accept the correction of errors, its bid will be rejected and the bid security may be forfeited.

7.16. Evaluation Process

Technical Evaluation (60 marks)

- Expertise of Resources Proposed (Qualification & Experience) – 30 Marks
- PPT : understanding and proposed methodology – 30 Marks

Minimum 45 marks are mandatory to qualify technical scrutiny. **Only Technically qualified bidders will be considered for Financial Evaluation.**

Financial Evaluation (40 marks)

- Lowest total cost of project amongst technically qualified bidders will get 40 marks.
- All other technically qualified bidders will get proportionate marks with reference to their total cost vis-à-vis lowest cost.

7.17. Award Criteria

Firms getting highest composite score (Technical + Financial) will be selected as successful bidder

MERC shall award the Contract to the selected bidder by issue of Letter of Award. Prior to the expiration of the period of proposal validity, the bidders will be notified in writing or by fax or email that their proposal has been accepted.

If the selected bidder does not sign the Contract and does not submit Performance Bank Guarantee within 15 days, the Letter of Award may be cancelled. The deadline may be extended only once on request by successful bidder.

7.18. Clarification of Bid

To assist in the examination, evaluation, and comparison of the Bids and qualification of the Bidders, MERC may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by MERC shall not be considered, and MERC's request for clarification and the response shall be in writing. If the Bid includes a financial proposal, no change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by MERC in the evaluation of the Bids.

If a Bidder does not provide clarifications of its bid by the date and time set in MERC's request for clarification, its bid shall be rejected.

7.19. Non-Material Non-Conformities

Provided that a bid is substantially responsive, MERC may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.

MERC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be relate to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the

rejection of its bid.

MERC may rectify non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

7.20. Stamp Duty

The stamp duty payable for the contract shall be borne by the successful bidder.

7.21. Signing of Contract

The successful bidder is required to refer to the draft Contract Form (CF), attached as Annexure G in this Bid Document, which will be considered as base document before signing the agreement between MERC & Successful Bidder. Within 15 days of receipt of the letter of intent, the successful Bidders shall sign and date the Contract and return it to MERC. One extension on bidder's request may be given by MERC at its sole discretion.

8. Terms and Conditions of contract

8.1. Terms and Conditions

All terms & conditions mentioned in the tender document shall prevail. All the commitments made by the bidder through correspondences for the completion of the tender process as well as during the presentation shall be applicable as part of this contract.

8.2. Performance Bank Guarantee

The successful bidder shall at his own expense, deposit with MERC, within 15 days from the date of issuance of LoI the notification of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Scheduled or Nationalized bank as per the format given in this Bid Document, payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value and shall be valid for 12 months. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

The Performance Bank Guarantee format can be found in the Annexure F section of this document. The Performance Bank Guarantee may be discharged/ returned by MERC upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

8.3. Payment Terms

No advance payment will be made at any stage. TDS will be deducted as applicable at source.

8.4. Penalty

The successful bidder should adhere to the work plan strictly. Any delay beyond 15 days shall attract penalty of Rs.10000/- per week or part thereof. MERC reserves the right to waive off penalty considering prevailing circumstances and the reasons for delay. If the final report of the study is not submitted as per the agreed condition and within the stipulated timelines, where the delay is on account of the successful bidder then the MERC will withhold the last instalment. All penalties shall be deducted subject to a cap of 10 percent of contract value.

8.5. Indemnity

The successful bidder agrees to indemnify and hold harmless MERC, its officers ,employees and agents (each a “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages ,liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from any misstatement or any breach of any representation or warranty made by the successful bidder.

8.6. Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the “reasonable” control of the successful bidder, not involving the successful bidder’s fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the successful bidder to take benefit of this clause it is a condition precedent that the successful Bidder must promptly notify MERC, in writing of such conditions and the cause thereof within 5 calendar days of the Force Majeure event arising. MERC or the evaluation committee appointed by MERC shall study the submission of the successful bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by MERC in writing, the successful bidder shall continue to perform its obligations as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 15 days, MERC and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of MERC shall be final and binding on the successful bidder.

8.7. Termination of contract

MERC may, without prejudice to any other remedy under this Contract and applicable law, reserves

the right to terminate for breach of contract by providing a written notice of 15 days stating the reason for default to the successful bidder and a sit deems fit, terminate the contract either in whole or in part:

- If the successful bidder fails to deliver any or all of the requirements of this evaluation study (more particularly described elsewhere in this tender document);or
- If there is more than 25 percent delay in the time frame as per activity chart proposed by bidder and accepted by MERC ; or
- If the successful bidder fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the successful bidder, MERC shall provide the successful bidder with a written notice of 15 days instructing the successful bidder to cure any breach/ default of the Contract, if MERC is of the view that the breach may be rectified.

On failure of the successful bidder to rectify such breach within 15 days, MERC may terminate the contract by providing a written notice of 30 days to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MERC. In such an event the successful bidder shall be liable for penalty/liquidated damages imposed by MERC.

In the event of termination of this contract for any reason whatsoever, MERC is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the successful bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to MERC and/ or succeeding bidder, as may be required, to take over the obligations of the successful bidder in relation to the execution/continued execution of the requirements of this contract.

8.8. Rights to Accept/Reject any or all Proposals

MERC reserves the right to accept or reject any proposal and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for MERC's action.

8.9. Fraud and Corruption

MERC requires that Bidder must observe the highest standards of ethics during the execution of the contract. If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, It will be a sufficient ground for MERC to terminate the contract and initiate black-listing of the vendor.

It will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract;

It will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated

period of time, to be awarded a MERC-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a MERC-financed contract; and

It will have the right to require that a provision be included in bidding documents and in contracts financed by MERC, a provision be included requiring bidders, suppliers and contractors to permit MERC to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by MERC.

In the event of the successful bidder being unable to service the contract for whatever reason, MERC would evoke the PBG. Notwithstanding and without prejudice to any rights what so ever of MERC under the Contract in the matter, the proceeds of the PBG shall be payable to MERC as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. MERC shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 14days, indicating the contractual obligation(s) for which the Bidder is in default.

MERC shall also be entitled to make recoveries from the successful bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

Part II–Annexure

AnnexureA:BidCoverLetter

(On Company Letter Head – Signed by Authorized Signatory)

To,
The Secretary,
Maharashtra Electricity Regulatory
Commission, 13th Floor, World Trade Center,
Cuffe Parade,
Colaba, Mumbai.
400054

Sub: Engagement of Agency for undertaking Study of Time of Day Tariff Structure in Electricity Tariff in Maharashtra.

Ref: Tender No: No.MERC/dated__October, 2021

Dear Sir,

Having examined the Bid Document (and the clarification /corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer **to undertaking Study of Time of Day Tariff Structure in Electricity Tariff in Maharashtra.**

We attach hereto our responses to Technical requirements and commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Maharashtra Electricity Regulatory Commission, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MERC in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 120 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee and sign the contract in the form prescribed in the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:-

Telephone&Fax:-

E-mail address:

AnnexureB:Formatto shareBidder'sparticularsandcontactperson'sdetails

#	Description	Details(to be filled by the responder to the Bid Document)
Firm/ Organization/Institution Details:		
1.	Name of the Firm/ Organization/Institution	
2.	Official address &contact details	
3.	Phone No. and Fax No.	
4.	Service Tax Registration No.	
5.	Permanent Account Number (PAN)of the agency	
Authorized signatory:		
1.	Name	
2.	Title	
3.	Firm/ Organization/Institution address	
4.	Phone No.	
5.	Mobile No.	
6.	Fax	
7.	E-mail	
Secondary contact:		
1.	Name	
2.	Title	
3.	Phone No.	
4.	Mobile No.	
5.	Fax	
6.	E-mail	

Annexure C:Authorization letter for attending pre-bid meeting

(To be provided on the letter head of Bidder)

No.....

Date.....

To
The Secretary,
Maharashtra Electricity Regulatory
Commission,13thFloor, World Trade Center,
Cuffe Parade, Colaba,
Mumbai. 400054

Sub: Bid No.....duedate.....

Sir,

We hereby authorize Dr./Mr./Ms as our authorized
representative, to represent us on the following Occasion:

Pre-bid Meeting to be held on.....at a.m./p.m.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature:

Name of signatory

Designation

Rubber Stamp

Annexure D: Format for Organization's relevant experience and CV of 3 key staff members proposed

a. Organization details and Relevant Experience

Sr. No.	Description	Details(to be filled by the responder to the Bid Document)
Firm/ Organization/Institution Details:		
1.	Name of the Firm/ Organization/Institution	
3.	Annual Turn Over of the Organization	
	FY2020-21 (Rs.Crore)	
	FY2019-20 (Rs.Crore)	
	FY2018-19 (Rs.Crore)	
4.	Details of Numbers of Similar Assignments Completed during last three years	
	FY2020-21	
	FY2019-20	
	FY2018-19	

Note: Kindly provide documentary proof for assignment mentioned above.

b. Details of the team proposed for undertaking the assignment with supportive documents

1	Name of the Resource	
2	Position held in the Bidding Firm	
3	Educational Qualification from Graduation onwards	
4	Proposed role in the assignment	
5	Number of years in bidding firm	

6	Language proficiency	Language	Reading	Writing	Speaking
		English			
		Marathi			
		Hindi			
7	Total no. of years of work experience				
8	Total no. of years of relevant experience in similar assignments and role performed by proposed resource in that assignment				
9	Other relevant details which member wants to specify(if any)				

Note: Supportive documents must be attached for the details mentioned in the above team proposed format.

PPT :

- Bidder shall attach detailed PPT on their understanding of scope of work and action plan to complete the assignment.
- Kindly do not mentioned resource wise man month or estimated cost for the assignment in the PPT.
- Bidder shall present same PPT before the Selection Committee at the communicated date and time.

Annexure E: Financial Proposal

(On Company Letter Head – Signed by Authorized Signatory)

Date:/...../2021

To,
The Secretary,
Maharashtra Electricity Regulatory Commission,
Mumbai – 400005 (Maharashtra)

Sub: Invitation of Bids for Appointment of Consultancy Firm for undertaking Study of Time of Day Tariff Structure in Electricity Tariff in Maharashtra.

Dear Sir,

We, the undersigned, offer to provide the services for assisting the Commission in devising methodology for uniform voltage wise allocation of assets in Distribution Business in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

We quote following cost for undertaking this Study:

Sr. No.	Scope of Work	Cost Quoted (Rs.)
1	undertaking Study of Time of Day Tariff Structure in Electricity Tariff in Maharashtra	

[Insert amount(s) in words and figures] _____].

This amount is exclusive of the all taxes, duties etc.

We also understand that Maharashtra State Electricity Regulatory Commission (MERC) will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding, gratitude, etc.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in this RFP

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal:

Annexure F: Performance Bank Guarantee

(For a sum of 10% of the value of the contract

value)Ref. No. :

Date :

Bank Guarantee No. :

To

The Secretary,

Maharashtra Electricity Regulatory

Commission, 13th Floor, World Trade Center,

Cuffe Parade, Colaba,

Mumbai. 400054

Against Letter of Intent number __ _ dated __ _ relating to Tender No. _____ conducting survey as part of independent assessment of Electricity Consumption of Agricultural Consumers of Maharashtra State Electricity Distribution Co. Ltd. (hereinafter called the 'LoI') and the contract to be entered into between the Maharashtra State Electricity Distribution Co. Ltd. (hereinafter called "MERC") and _____ (hereinafter called the Bidder), this is to certify that at the request of the Bidder we _____ Bank, are holding in trust in favour of _____, the amount of Rs. _ (write the sum here in words) to indemnify and keep indemnified the MERC against any loss or damage that may be caused to or suffered by the _____ by reason of any breach by the Bidder of any of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the performance thereof. We agree that the decision of _____, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to _____ --.

We _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract by the Bidder i.e. till _ (hereinafter called the said date) and that if any claim accrues or arises against us _____ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us Bank, notwithstanding the fact that the notice of any such claim is given to us Bank, by either before the said date or within the enforcement period of six months thereafter. Payment under this letter of guarantee shall be made promptly, within one month of our receipt of notice to that effect from _____. It is fully understood that this guarantee is effective from the date of the said LoI and that we _____ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of

We undertake to pay to _____ any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating there to our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

We _____ Bank, further agree that ----- shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by ----against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by ----- to the said Bidder or for any forbearance and or omission on the part of ----- or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. Our liability under this Bank Guarantee shall not exceed and is restricted to _____

(Rupees _____ only).

Signature of Authorized Signatory (with official seal)

Date :
Place :
Name :
Designation :
Address :
Telephone&Fax :
E-mailaddress :

Signature of Witness 1
Name: _____

Signature of Witness
Name: _____

(Bank's common seal)

Annexure G: Draft Contract Form (CF)

AGREEMENT MADE this day _____ of 2021 at Maharashtra State Electricity Regulatory Commission, 13th Floor, World Trade Center, Cuffe Parade, Colaba, Mumbai 400054.

Between

The _____, Maharashtra State Regulatory Commission (MERC), hereinafter referred to as FIRST PARTY (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s _____, an organization registered under _____ act in India and having its registered office at _____ herein after referred to as SECOND PARTY” (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

NOW IT IS HEREBY AGREED between the parties here to as follows:

And Whereas FIRST PARTY intends to conduct ‘undertaking Study of Time of Day Tariff Structure in Electricity Tariff in Maharashtra.’

The SECOND PARTY has accepted the contract on the terms and conditions set out in the tender document

_____ dated _____ as well in the acceptance of tender no.

_____ dated _____,

which will hold good during period of this agreement.

Upon breach by the SECOND PARTY of any of the conditions of the agreement, the MERC may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the MERC to claim damages for antecedent breaches thereof on the part of the SECOND PARTY and also to reasonable compensation for the loss occasioned by the failure of the SECOND PARTY to fulfil the agreement as certified in writing by the MERC which certificate shall be conclusive evidence of the amount of such compensation payable by the SECOND PARTY to the Government.

This agreement shall remain in force until the expiry of 6 months from the date of entering into the contract unless and until the party decides to cancel the contract at any time upon giving 15 days’ notice in writing to the other party.

In witness where of the said _____ hath set his hand hereto and the MERC has on behalf of the Government of Maharashtra affixed his hand and seal thereto the day and year first above written.

Notice in connection with the contract may be given by the Secretary, MERC, or any officer authorized by the MERC.

In consideration of the payments to be made by the MERC to the SECOND PARTY as herein after mentioned the SECOND PARTY hereby covenants with the MERC to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Contract value will become payable by MERC to the SECOND PARTY under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver The services in accordance with the conditions mentioned in the contract, the first Party shall At his option be entitled either.

SECOND PARTY should adhere to the work plan strictly. Delay beyond 15 months shall attract penalty of Rs.10000/-per week MERC reserves the right to waive off penalty considering prevailing circumstances and the reasons for delay for which SECOND PARTY is not responsible. If the final report of the study is not submitted as per the agreed condition and within the stipulated time lines, where the delay is on account of the SECOND PARTY then the MERC will withhold the last instalment. All penalties shall be deducted subject to a cap of 10% of contract value.

If the MERC has not received requisite evaluation report because of the delay caused by the Second Party, the performance Bank Guarantee shall be forfeited and no payments shall be effected full or part thereof to the Second Party.

Signed, sealed and
delivered By-----

For and on behalf of Maharashtra Electricity Regulatory Commission, Mumbai

Signed, sealed and
delivered By-----

For and on behalf of the“<SECONDPARTY>”,

Witnesses:

(1)

(2)

Annexure H: Check-list for the documents to be included

#	Documents to be submitted	Submitted (Y/N)
Technical Proposal-Envelope A		
1.	Annexure A :Bid Cover Letter	
2.	Online payment receipt of E.M.D. of Rs. 50,000/-& Online payment receipt of Tender Fee ofRs.5,000/-	
3.	Annexure B:Format to share Bidder's Particulars and contact person's details	
4.	Annexure C:Authorization letter for attending pre-bid meeting (To be provided on the letter head of Bidder)	
5.	Annexure D: Format for Organization Experience and CV of 3 key staff members proposed	
Commercial Proposal-Envelope B		
9.	Annexure E:Financial format	
10.	Complete tender document with signature on each page	