

MAHARASHTRA ELECTRICITY REGULATORY COMMISSION



Request for Proposal for Customization and implementation of Petition e-Filing software

09-10-2019

World Trade Centre, Centre No.1, 13th Floor,
Cuffe Parade, Colaba, Mumbai-400005

Index

Section 1: Notice Inviting Tender.....	3 - 9
Section 2: Terms of Reference (ToR).....	10 - 21
Section 3: Evaluation Criteria and Qualification Criteria.....	22 - 26
Section 4: General Conditions, Instructions to Bidder (ITB) & Bidding Process....	27 –38
Section 5: Annexures.....	39 – 61
Annexure 1: Tentative Scope of Customization.....	40-49
Annexure 2: Cover Letter.....	50
Annexure 3: Pre-Bid Queries Format.....	51
Annexure 4: Certificate of Conformity/ No Deviation.....	52
Annexure 5: Self-Declaration – No Blacklisting.....	53
Annexure 6: Bidder’s Authorization Certificate.....	54
Annexure 7: Format for Submission of Project References.....	55
Annexure 8: Bank Guarantee Format.....	56-59
Annexure-9: Financial Proposal.....	60-61

Section 1
Notice Inviting Tender (NIT)

1. Introduction

- The 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(MERC) was established on August 5, 1999 under the Electricity Regulatory Commission Act, 1998, a Central Act which was superseded by Electricity Act, 2003 (EA 2003). The Commission under Section 86 of the EA 2003 undertakes various functions, such as, determination of tariff for generation, transmission and wheeling of electricity; bulk or retail supply of electricity, as the case may be, within the State of Maharashtra; regulate electricity purchase and procurement process of Distribution Licensees; issue Licenses for Transmission, Distribution, and Trading of electricity and promote generation /cogeneration of electricity from renewable sources of energy.

2. Project Background

- MERC wish to appoint an agency for customization and implementation of existing Petition e-Filing software developed using Java & JBoss / JSP and RDBMS (PostgreSQL). A web-based e-filing software module implemented in Central Electricity Regulatory Commission (CERC) is proposed to be deployed at the Office of the MERC post customization. The Source Code, Detailed Project Report, System Requirement Specification (SRS) are available with MERC. The software facilitates litigants to file their petition by entering the mandatory information through different templates available in the s/w module by signing-in first.
- The Agreement/ Memorandum of Understanding (MoU) was signed by Secretary, CERC and Secretary, MERC for sharing of source code and other documents related to e-court project named System for Adjudication Using Digital Access & Management of Information through Network Integration (SAUDAMINI).
- Maharashtra Electricity Regulatory Commission invites Request for Proposals (RFP) from reputed, competent and professional Firms/Agencies/Companies that meet the minimum eligibility criteria as specified in this RFP for Customization and implementation of Petition e-filing Software at Maharashtra Electricity Regulatory Commission (MERC).
- To participate in above mentioned RFP, the interested Firms/Agencies/Company should visit the MERC and study the existing software setup. MERC IT team will give the demonstration of existing software to all participant Firms/Agencies/Company on the date mentioned in NIT.
- The interested Firms/Agencies/Company shall submit RFP in prescribed format, complete in all respect as per the schedule mentioned in the RFP information sheet. In the event of any date indicated in this document is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
- RFP document can be downloaded from website

www.mahatenders.gov.in/nicgep/app'. MERC disclaims any factual/or other errors in this document (the onus is purely on the individual agencies to verify such information) and the information provided herein is intended only to help the agencies to prepare RFP/Proposal.

- Firms/Agencies/Company are advised to study this RFP document carefully before submitting their proposals in response to this RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- Prospective Firms/Agencies/Companies are advised to check the prequalification criteria before submitting the RFPs.

3. Invitation for Bids (IFB)

- Maharashtra Electricity Regulatory Commission invites electronic Bid Proposals from reputed, competent and professional Firms/Agencies/Company that meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for Customization and implementation of Petition e-Filing software at MERC.
- The complete RFP document has been published on the Government of Maharashtra's e-Tendering website <http://mahatenders.gov.in/nicgep/app>.
- Bidder/Firms/Agencies who wish to participate in the bidding process must register on the website <http://mahatenders.gov.in/nicgep/app>, unless already registered.
- To participate in the online Tendering process, the s must procure Digital Signature Certificates (DSC: class II or class III) in accordance with the IT Act 2000. Bidder/Firms/Agencies who already have a valid DSC need not procure a new DSC.
- The bidding process would be followed in two phases i.e. two envelope bidding mechanism one for separate Technical and another for Financial Proposals.
- The Bidder/Firms/Agencies shall submit the offer in electronic formats both for technical and Financial proposals. Earnest Money Deposit (EMD) should be submitted online, as prescribed in NIT, along with the technical Bid.
- MERC will not be responsible at all for any delay in online submission due to any reason. For this, Bidder/Firms/Agencies are requested to upload the complete bid well within stipulated 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/ Firms /Agencies.
- MERC disclaims any factual/or other errors in this document (the onus is purely on the individual Bidder/Firms/Agencies to verify such information) and the information provided herein is intended only to help the Bidder/Firms/Agencies to prepare a logical bid proposal.

4. Notice Inviting Tenders (NIT)

Sr. No.	Particulars	Details
1	Cost of Tender Document	Free of cost
2	Earnest Money Deposit (EMD)	Rs 50,000/- (Rs. Fifty Thousand only)
3	Mode of Bid Submission	Online through e-Tendering system at http://mahatenders.gov.in/nicgep/app
4	Tendering Authority	Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Colaba, Mumbai-400005
5	RFP upload	Date of uploading the RFP
5	Date of Demonstration of existing Software	23 October, 2019 up to 1600 Hours
6	Last Date of Submission of Queries	31 October, 2019 up to 1600 Hours Pre-Bid Queries can be submitted at 'tenderqueries@merc.gov.in' as per format enclosed at Annexure-3 in RFP
7	Date and Time of Pre- Bid Meeting	04 November, 2019 at 1500 Hours
8	Last Date of Submission of Bids	11 November, 2019 up to 1700 Hours
9	Date and Time of Opening of Bids	12 November, 2019 at 1700 Hours
10	Bid Validity	180 days from the Bid submission date.
11	e-Tendering Helpline	24 X 7 Help Desk Number 0120-4200462,0120-4001002 Mobile no 8826246593 Email –support-eproc@gov.in For online Payment related issues: merchant@sbi.co.in. You may also contact 022-27560149 for clarifications.

**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' section on the e-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.

5. Pre-Qualification Criteria:

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder/Firms/Agencies should be a Company registered under Indian Companies Act, 2013 or a Partnership Firm registered under the Indian Partnership Act, 1932.	Copy of Certificate of Incorporation or copy of Registration Certificate
2	Turnover from IT/ ITeS	Average annual turnover of the Bidder/Firms/Agencies from IT/ITeS over the last three financial years, i.e. from FY 2016-17, 2017-18 and 2018-19 (as per the last published audited balance sheets), should be at least INR 50 Crores.	CA Certificate with CA's Registration Number/ Seal and copy of audited report.
3	Technical Capability	<p>The Bidder/Firms/Agencies must have completed at least 3 years of operation in the field of web application/software development using Java Framework in a Government organization such as Government of Maharashtra (GoM) / Government of India (GoI)/PSU of GOM or GoI in last three years.</p> <p>And</p> <p>Minimum of 5 such work orders to be submitted.</p>	<p>Work Orders + Self Certification of Completion of Project</p> <p>or</p> <p>certification from competent authority regarding satisfactory completion of the projects.</p>
4	Year of operation in the area of Software development/ customization	The Bidder/Firms/Agencies shall be operating for last three years in the fields of Software development/ customization.	Copies of relevant certificates/ work order/ satisfactory certificates from clients
5	Blacklisting	At the time of bidding, firms black-listed/ debarred from participating in any procurement	A self-certified letter as per ANNEXURE 5 of the RFP

		by any State or Central Government or UT or PSU in India are not allowed to bid.	
6	Manpower requirement	Senior professionals with hands on experience in Developing/ customizing software using Java, JSP, Struts, Hibernate, Spring, POSTGRESQL, open source Document Management System (DMS) applications etc.	Self-Certification from Bidder/Firms/Agencies along with names of Resources and their qualification and expertise.
7	Office in Maharashtra	The Bidder/Firms/Agencies shall have registered office in the State of Maharashtra	Copy of Registration / License from Competent Authority.
8	Certification	The Bidder/Firms/Agencies should have at least CMMi level 3 Certificate.	Copy of the certificate from competent Authority.

6. RFP Submission Process

- **Raising of queries/clarifications on Request for RFP document:** The prospective Firms requiring any clarification on this document should submit their written queries to Email id: tenderqueries@merc.gov.in. Any suggestions / feedback may also be sent to the above email id.
- All the RFPs must be valid for a period of 180 days.
- **Modification in RFP document:** MERC may modify any part of this document (RFP) as and when required or warranted. Such change(s), if any, may be in the form of an addendum/corrigendum and will be uploaded in www.mahatenders.gov.in/nicgep/app. All such change(s) shall become part and parcel of this RFP and shall binding on all prospective Firms. Interested Firms are advised to regularly refer the www.mahatenders.gov.in/nicgep/app website for any updates.
- Prospective Firms are advised to study the RFP document carefully. Submission of the RFP will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the RFP document with full understanding of its implications. RFPs not complying with all the given clauses in this RFP document are liable to be rejected. Failure to furnish all information required in the RFP document or submission of an RFP not substantially responsive to the RFP document in all respects will be at the Firm's risk and may result in the rejection of the RFP.

SECTION 2

Terms of Reference (ToR)

1. Overall Scope of Work

The scope of work of the implementation can be divided into the following heads –The Customize software is to be implemented as a product / package initially in MERC and allied offices. The copyright of this product will be with MERC.

1.1. Application Customization and Implementation

- Development of the Project Implementation plan
- Business Requirements and Process Study
- Installation, Configuration & Customization of application
- Application Testing
- Quality Review
- Linkage with existing Document Management System (DMS)
- Project and Product Documentation
- Security Audit

1.2. Hosting of Application, Collaboration and Networking

- Hosting on Cloud as per Government of Maharashtra (GoM) GR
- Provision of help desk software

1.3. Training and Capacity Building

- Training and Capacity Building requirement
- Imparting of regular refresher trainings

1.4. User Support and Maintenance of the Integrated IT application for 2 years

- Application monitoring and Compliance to Service Level Agreements
- Application support including modifications and integration with future systems
- Bugs / Fixes Management
- Software Change and Version Control
- Maintenance of Configuration Information & System documentation

1.5. Operations and Maintenance

- Help Desk Services
- Server Monitoring, Administration & Management Services
- Backup, Restore and Archival Services
- Storage Administration services
- Database Administration
- User Administration
- Security Administration
- Production Control and Scheduling
- Warranty, ATS and Annual Maintenance Contract

2. Application Customization and Implementation

2.1. Development of the Project implementation plan

Upon award of the Contract, the Selected Firms / Agencies shall develop a Detailed Project Plan (DPR) encompassing the activities specified in the Contract. The contents of the Project Plan shall be as below:

- Design and Development plan
- Pre-commissioning, Operational and User Acceptance Testing Plan
- Delivery and Installation Plan
- Training Plan
- Risk Management Plan
- Warranty Service Plan
- Task, Time, and Resource Schedules
- Post-Warranty Service Plan
- Quality Assurance and Control Process details which must include (but not limited to) detailing on Metrics, Reviews, Problem Reporting and Corrective action, System audit etc.
- Old Data Import Plan

2.2. Business Requirement and process study

- Selected Firms / Agencies shall prepare detailed System Requirement Specifications (SRS) detailing processes for all modules based on functional and Quality-of-Service requirements mentioned in this RFP and also additional requirements as may be identified in consultation with the MERC Departments during the requirement study phase.
- The SRS approved by MERC will form the baseline for all subsequent phases of application development and deployment from an Application requirements perspective (eg. for testing, identifying “change” to requirements etc.).

2.3. Customization of Application

- Based on the approved System Requirement Specification, the Selected Firms / Agencies will undertake the system configuration and customization. MERC may agree to modify the requirement mentioned in this document in light of suggestions made by Selected Firms / Agencies. However, MERC completely reserves the right to agree or not to agree to any changes suggested by Selected Firms / Agencies.
- The Tentative Scope of Customization (SoW) is mentioned in Section 2 above. This is tentative which may undergo changes during the execution of the project based on the detailed System Requirement study conducted by the Selected Firms / Agencies.
- All such identified changes shall also form part of the desired functionalities and shall be included in the Scope of Customization without any additional financial implications during the implementation period. The Selected Firms / Agencies may, if so required, include the add-ons or modules to fulfill the requirements.

- Selected Firms / Agencies has to carry out the integration of the Application with other applications / solutions (Document management System, etc.) and new plug in modules or third party devices etc. to meet the project requirements.
- All forms, reports & MIS, as per users' requirements, shall be incorporated in solution implementation. All required procedures, policies, shall also be incorporated in business rules of proposed application by the Selected Firms / Agencies.
- Selected Firms / Agency has to design and implement the requisite user authorization as well as other IT security controls, for the entire solution. Finally approved/accepted solution will be delivered as "System Configuration" document and the same should be implemented at MERC office which is identified within the scope of this project.
- The Selected Firms / Agencies will set up Project Management Cell at MERC for carrying out customization of the software. This cell will also work as staging environment for hosting the customized application in cloud.
- Office of the MERC will provide sitting space for Technical resources

2.4. Application Testing

- The Selected Firms / Agencies shall design the Testing strategy including Traceability Matrix, Test Cases and conduct testing of various components of the solution configured/ customized for MERC. The Solution testing shall at least include Unit Testing, System Integration Testing, Performance Testing, User Acceptance Testing (UAT), etc.
- The Selected Firms / Agencies shall obtain the sign-off from MERC on testing approach and plan (inclusive of Test cases). The Selected Firms/Agencies shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing.
- The Firms / Agencies shall prepare the solution testing procedure for conducting test on various modules of the solution including the test-cases. The software testing shall include Unit Testing, System Integration Testing, User Acceptance testing, Performance Testing (Full Load/ Stress Test), Integrity Testing, Security & Access Control Testing etc.
- The Selected Firms/Agencies shall demonstrate to MERC that the solution meets all the functional & technical requirements as per the RFP as the requirements finalized during the requirement gathering activity done by Selected Firms/Agencies.
- The Selected Firms/Agencies shall test the integration of the cross function modules as well as the external applications based on the approved testing procedure.
- On successful completion of the Integration test, the Selected Firms/Agencies shall conduct the Full load/ Stress test using suitable tools in accordance with the approved test plan. These tools have to be provided by Selected Firms/Agencies.
- The Selected Firms/Agency shall provide and ensure all the necessary support for the conduct of the User Acceptance test by the identified employees of

MERC who are responsible for day-to-day operations of the functions automated through the IT solution. The Selected Firms/Agencies shall share the test cases and demonstrate the testing procedure to the identified employees.

- The Selected Firms/Agencies shall fix the bugs/errors found during the testing, document the results of the testing and submit a report to MERC.

2.5. Quality Review and Security Audit

2.5.1. The core responsibility of the quality review team will be as follows:

- Review the project plan
- Review the Business Blue printing/ SRS document
- Review the test plan
- Review the test results
- Review the Go-Live readiness

2.5.2. Security Audit

- The Selected Firms/Agency is also required to conduct security audit of the production environment in the cloud where application will be hosted as a part of the Final Acceptance Test.
- The Security audit of the application shall also get conducted through Cert-In empaneled Firms/Agencies. The detail scope of audit will be finalized at the time of finalization of preparation of test cases.
- If necessary yearly security audit shall be arranged to be carried out by the Selected Firms/Agencies through a Cert-In empaneled Firms/Agencies.
- It will be the responsibility of the Selected Firms/Agencies to ensure that all the vulnerabilities and issues reported in the audit are promptly resolved and the resolution document is submitted to MERC and Security agency to show the compliance.
- All Security Requirements like HTML/ SQL Injections, application of Stored Procedures etc. should be taken care of.

2.6. Linkage with existing applications

- The Selected Firms/Agencies shall provide facility to integrate the existing Document Management System (DMS) Software at MERC with Petition e-filing software.

2.7. Project and Product Documentation

- The Selected Firms/Agencies will provide detailed final system documentation for reference to MERC. Selected Firms/Agencies shall prepare the final User Manuals incorporating details of all menus and functionality provided by the System.
- Detailed Design document detailing technical architecture (application, network, and security)
- Database infrastructure architecture, including clustering/ mirroring, backup & recovery strategies, defining data structure, data dictionary as per standards.

- Data Architecture, interface architecture and integration architecture. Appropriate load balancing and clustering techniques should be adopted by the Selected Firms/Agencies in the Solution design for meeting the requirements of the RFP.
- Configuration Documentation: consisting of system setting and parameters for each function modules.
- Any other documentation required for usage and maintenance of implemented solution at each location like Technical Manual, Installation Guides etc.
- System operational procedure manuals.

2.8. Product Upgrade

At any point during performance of the Contract, should technological advances be introduced by the Selected Bidder/Firms/Agencies for Information Technology originally offered by the Selected Bidder/Firms/Agencies in its bid and still to be delivered, the Selected Bidder/Firms/Agencies shall be obligated to offer to the MERC the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.

3. Hosting of the Application

3.1. Specifications

- Hosting of the application will be done as per the GoM GR dated _____ for cloud. However Selected Firms/Agencies has to provide the Solution for the same
- A duly constituted MERC Committee including Person from Selected Firms/Agencies will call a presentation from all the cloud Firms/Agencies mentioned in GoM GR and select a cloud Firms/Agencies accordingly.
- It is the responsibility of the Selected Firms/Agencies to provide required inputs such as Server specifications, Databases, Storage Solution, Software and other supporting IT components required for hosting.
- Technical Specifications of DC and DR site will be provided by Selected Firms/Agencies.
- The average CPU utilization of the environment (application and database servers) must never go beyond the capacity mentioned in GoM GR for cloud.

3.2. Network connectivity

- Selected Firms/Agencies has to suggest the required bandwidth for accessing the application with minimum latency.

4. Training and Capacity Building

- The Selected Firms/Agencies shall conduct Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. The trainings shall be provided at MERC office premises.
- Every user group would have a separate Pre and Post Implementation Training. The Training program would be split into series of sessions for different user groups and across functional areas of the Solution.

- The implementation agency shall be responsible for the following activities as part of the End User and Train the Trainer Training:
 - Develop overall training plan including formation of user groups and classifications
 - Deliver training to end users including carrying out the training effectiveness evaluation
5. User Support and Maintenance of the Petition e-filing application for 2 years
- 5.1. Application monitoring and Compliance to Service Level Agreements
- It is the responsibility of the Selected Firms/Agencies to:
- Monitor Petition e-filing application on a day-to-day basis to ensure that it functions reliably.
 - Monitor application to ensure that the application does not suspend, hang etc.
 - Monitor components, including but not limited to, Application servers, Web Servers, Middleware and other Servers on an ongoing basis to ensure smooth functioning of the applications.
 - The Selected Firms/Agencies shall ensure compliance to uptime and performance requirements of IT solution as indicated in the SLA and any major changes to the software shall be planned accordingly by the Selected Firms/Agencies for ensuring the SLA requirements.
 - Ensure the accuracy and timeliness of data uploaded as received.
 - Resolve and report the data discrepancies to the designated MERC persons.
 - The Selected Firms/Agencies shall submit a document on the performance of the IT application against the desired SLA on a Quarterly basis.
- 5.2. Application support including modifications and integration with future systems
- The scope of Selected Firms/Agencies covers the following activities:
- Enhancement / modifications with respect to new / enhanced / enriched functionality
 - Ensure the desired functioning of the Interface / integration
 - Application installation and testing whenever required
 - Modification / development of reports
 - Manage the database administration according to the agreed standards.
 - Provide handholding support to end users in carrying out the business process transactions.
- 5.3. Bugs / Errors Fixing
- The Selected Firms/Agencies shall address all the errors/bugs/gaps in the functionality at no additional cost during the operations & maintenance period (i.e. 2 years from the date of final GO-Live). The Selected Firms/Agencies shall identify and resolve application problems like system malfunctions, performance problems, data corruption etc. due to which the Application is not able to give the desired performance.
 - The Selected Firms/Agencies shall be responsible for the following:
 - Updating all available patch/ updates to the IT solution.

- providing handholding support to end users
- Ensuring proactive and timely support in identification and provision of solutions including OEM Support for resolution.
- Timely logging of Bugs/Problems
- Daily / Weekly / Monthly Status Reports to MERC.

5.4. Software Change and Version Control

- The Selected Firms/Agencies shall maintain version control and configuration information for any system documentation and application software.
- All changes during the support & maintenance phase shall be subjected to the comprehensive & integrated testing by the Selected Firms/Agencies to ensure that the changes implemented in the system meets the desired and specified requirements of MERC and doesn't impact any other function of the system.
- Troubleshoot all possible problems, monitor erratic behavior through the Application Logs.
- All planned changes to application systems shall be coordinated within established Change Control processes to ensure that:
 - Appropriate communication on change required has taken place.
 - Proper approvals have been received.
 - Schedules have been adjusted to minimize impact on the production environment.
- The Selected Firms/Agencies shall obtain approval from MERC for all the proposed changes before implementation of the same into production environment.
- The Selected Firms/Agencies is required to keep all such documentation up to date to reflect the latest enhancements/modifications made to the application. All documentation should be prepared as per latest industry standards and should incorporate necessary version control mechanism.

5.5. Maintenance of Configuration Information & System documentation

- The Selected Firms/Agencies shall provide detailed final system documentation for reference to MERC. Selected Firms/Agencies shall prepare the final User Manuals incorporating details of all menus and functionality provided by the System.

6. Operations and Maintenance

- The Selected Firms/Agencies shall provide monitoring and management services for an agreed service window during the period of 2 years from the date of final acceptance test (Final Go live).

6.1. Help Desk Services

- The Selected Firms/Agencies shall depute staff who will be contactable via phone and email to provide assistance to the Users and address their queries and concerns.
- A proper escalation matrix as mentioned in the duly approved Operational Manual, will be followed if the problem cannot be resolved.

- Maintain an updated on-line help-desk telephone number listing in the Escalation Matrix.
- Call tracking and closure.
- Problem escalation in case of service levels not adhered to.
- Provide detailed contact list of Help Desk Support to MERC.

6.2. Backup & restore and archival services

- Backup of operating system, database and application as per stipulated policies.
- Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by User Departments or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.

6.3. Storage, Administration & Management Services

- Management of storage environment to maintain performance at desired optimum levels.
- Development of storage management policy, configuration etc.

6.4. User Administration and Security

Maintain access control and provide individual and group access to LAN / WAN resources to MERC's authorized users.

6.5. Warranty, ATS and Annual Maintenance Contract

- The Bidder/Firms/Agencies shall require customizing and implementing Petition e-filing software along with AMC for a period of 2 years. During the AMC period the Selected Firms/Agencies, if required, shall have to deploy the Resources at MERC office to resolve the issues immediately to ensure smooth functioning of the Application.

7. Key Personnel Requirement

- The Selected Firms/Agencies is expected to deploy people to ensure that the delivery timelines are met. Qualified Personnel of varying skills shall be provided by the Selected Firms/Agencies. Selected Firms/Agencies shall have to propose an optimum (critical to the project) staffing plan so as to meet MERC's requirements along with the bid.

7.1. Application Development and Customization

- Selected Firms/Agencies would submit man-power deployment plan and would ensure deployment of sufficient specialized and experienced man-power throughout the project to complete the implementation, stabilization of the application in time successfully.

7.2. Handholding support

- In case more manpower is needed to meet the service level, the same shall be provided by the Selected Firms/Agencies

8. Deliverables, Timelines and Payment Milestones:

Sr. No	Activity/Task	Deliverables/ Milestone	Timelines (In weeks)	Payment Milestone
1	<ul style="list-style-type: none"> Project Award 		Project Start Date = T0	
2	<ul style="list-style-type: none"> Project Planning Resourcing schedule Development Implementation and Maintenance approach 	a) Finalized Project plan b) Finalized Inception Report	T0 + 1	
3	<ul style="list-style-type: none"> Requirement gathering (in addition to Tentative Scope of Work) and preparation of SRS. 	a) Finalized Requirement report b) Approved System requirement specification	T0 + 3	5% (against completion of activity no. 3)
4	Application Customization	-	T0 + 10	
5	System Testing	Unit and Integration testing reports	T0 + 11	
6	Finalizing Cloud Firms/Agencies and Hosting Requirement	Acceptance of DC/DR hardware and software Implementation report	T0 + 8	
7	UAT Completion	As per the Final approved SRS.	T0+ 12	20%
8	Go Live	After Hosting application in cloud	T0 + 14	75%
9	Post Go-live Support	SLA adherence report on a monthly basis	2 Years after Go-Live	Quarterly

9. SERVICE LEVEL AGREEMENT (SLA)

- This section details the various service levels to be adhered by the Bidder/ Firms/Agencies. The performance of the Bidder / Firms/Agencies and the payment is linked to the Key Performance Indicators listed in the document.
- The Bidder / Firm / Agencies will be required to meet the SLAs specific to**
 - Service Delivery

- Application Availability/Help Desk
- Service Request

9.1. SERVICE DELIVERY SLA (INDICATIVE)

Timely delivery of deliverables would comprise the associated software application (if applicable) and all documents that are to be submitted as part of the project deliverables.

Service Level Requirement- All the deliverables defined in the contract has to be Submitted on-time on the date as mentioned in the contract with no delay.

Measurement of Service Level Parameter- To be measured in Number of weeks of delay from the date of submission as defined in the project contract.

Penalty for non-achievement of SLA requirement- Delay would attract a penalty per week as per the following:

1. For Software Application= 2 X (per week penalty)
2. For Documents = 1 X (per week penalty)

The total penalty would be generated by the product of the above and the number of Weeks delay. The penalty per week is Rs. 1,000/-.

9.2. Correctness of Delivery:

- Correctness of deliverables would comprise software application and all documents that are to be submitted as part of the project deliverables.
- Service Level Requirement- All the deliverables defined in the contract has to be submitted first Time-Right as mentioned in the contract with minimum error/defect/bugs (as defined below).
- Documents- The documents submitted to MERC for final approval should have no errors.
- **Application Software-** The required service level for the application software correctness is:

Level-1 errors/ bugs/ defects in the complete application software. Level-1 errors/bugs/defects would be defined as the ones which have the greatest business impact wherein the user is not able to perform his/her regular work, or the output from the system is not as per requirement.

Level-2 errors/bugs/defects would be defined as the ones which has medium business impact wherein the user is partially able to perform his/her regular work.

Penalty for non-achievement of SLA Requirement- Occurrence of errors/bugs/defects would attract a penalty per defects per following:

For software application

1. For Level-1 = 2 X (per error/bug/defect penalty)
2. For Level-2 = 1 X (per error/bug/defect penalty)
3. Documents = 1 X (per error/bug/defect penalty)

The total penalty would be generated by the product of the above and the number of Error/bug/defect found in the deliverables. The penalty per error/bug/defect is INR 1,000.

9.3. Availability of Services SLA

- Application Availability Refers to the Total Time when the application is available to the Users for performing all activities and tasks.
- Service Level Requirement: The average availability of the application should be at least 99.5% in a month, as per GoM GR for cloud:
Measurement of Service level parameter =
$$\left[\frac{\text{Total Uptime of the Application in a month}}{\text{Total Time in a Month}} \right] * 100$$
- According to GoM GR for Cloud computing policy dated 16 May, 2018 Clause 6.2.2 (Service Level Agreement Management) the uptime of application should be maintained.
- If the Successful Bidder / Firms/Agencies is not able to meet the above defined service level requirement, then any deviation from the same shall be levied a penalty as per the said GR. However, the Successful Bidder / Firms/Agencies should take at least 7 days prior approval from MERC in writing for the planned outage.

Section 3.
Evaluation Criteria and Qualification Criteria

1. Evaluation

1.1. Evaluation process

- The Proposal Evaluation Committee constituted by the MERC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder / Firm/ Agency to submit requisite supporting documents / documentary evidence may lead to the Bidder's Proposal being declared non-responsive.
- The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

1.2. Guidelines / Principals for Evaluation of Bids

- The Tendering Authority i.e MERC shall strictly apply only and all of the evaluation and qualification criteria specified in the Bidding Document;
- The determination shall be based upon an examination of the documentary evidence of the Bidder/ Firms/Agencies qualifications and proposed solution submitted by the Bidder/ Firms/Agencies;
- A Bidder/ Firms/Agencies shall be considered to be eligible if it meets the eligibility criteria as mentioned in the RFP;
- A responsive Bid shall be the one that meets the requirements of the Bidding document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where:
- "Deviation" is a departure from the requirements specified in the Bidding Document;
- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- A material deviation, reservation, or omission is one that, if accepted, shall:
 - Affect in any substantial way the scope, quality, or performance of the Software and related Services specified in the Bidding document; or
 - Limits in any substantial way, inconsistent with the Bidding document, the Tendering Authority's rights or the Bidder's obligations under the proposed Contract; or
 - If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- Provided that a Bid is substantially responsive, the Tendering Authority
 - May waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission;
 - May request that the Bidder/ Firms/Agencies submit the necessary information or documentation, within a reasonable period of time, to rectify non-material, non-conformities or omissions in the Bid related to documentation requirements.

Requesting information or documentation on such non-conformities shall not be related 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;

- Shall rectify non-material, non-conformities or omissions. To this effect, the Bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in eligibility/pre-qualification and evaluation criteria of this Bidding Document.

1.3. Technical Evaluation Process

- The Technical Bids will be opened on the prescribed date as mentioned in NIT.

Technical Evaluation Criteria

SN	Criteria	Max Marks	Required Document																																				
01	The Bidder should have average annual turnover of Rs. 50 Cr. (Rupees Fifty Crores) over the past three financial years (2015-16 ,2016-17 and 2017-18) and The Bidder should have positive net worth, as on the last date of latest audited financial year (2017-18).	10	Copy of CA Certificate, Balance Sheet, Profit and Loss and ITR																																				
02	Number of Website/Web Portal/ Software Applications developed for Govt. /PSU Organizations during the last three (3) financial years. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>No. of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr><td>0-4</td><td>0</td></tr> <tr><td>5</td><td>5</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>7</td></tr> <tr><td>8</td><td>8</td></tr> <tr><td>9</td><td>9</td></tr> <tr><td>10</td><td>10</td></tr> <tr><td>11</td><td>11</td></tr> <tr><td>12</td><td>12</td></tr> <tr><td>13</td><td>13</td></tr> <tr><td>14</td><td>14</td></tr> <tr><td>15</td><td>15</td></tr> <tr><td>16</td><td>16</td></tr> <tr><td>17</td><td>17</td></tr> <tr><td>18</td><td>18</td></tr> <tr><td>19</td><td>19</td></tr> <tr><td>20 and above</td><td>20</td></tr> </tbody> </table>	No. of Projects	Marks	0-4	0	5	5	6	6	7	7	8	8	9	9	10	10	11	11	12	12	13	13	14	14	15	15	16	16	17	17	18	18	19	19	20 and above	20	20	Work Order Copy
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20 and above	20																																						

03	Certification for : CMMi Level 3 : (5 Marks) CMMi Level 5 : (10 Marks)	10	Copy of Valid Certificate till the date of bid submission																						
04	Experience in design, development and implementation of Case file Management / e-filing software for Judicial Organizations like Supreme Court / High Court/ Regulatory Commissions, etc. <table border="1"> <thead> <tr> <th>No of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2</td> </tr> <tr> <td>2</td> <td>4</td> </tr> <tr> <td>3</td> <td>6</td> </tr> <tr> <td>4</td> <td>8</td> </tr> <tr> <td>5 and above</td> <td>10</td> </tr> </tbody> </table>	No of Projects	Marks	1	2	2	4	3	6	4	8	5 and above	10	10	Work Orders copy										
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4	8																								
5 and above	10																								
05	Strength of Agency i.e. Total No. of IT professionals <table border="1"> <thead> <tr> <th>No. of IT Professionals</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>0-19</td> <td>0</td> </tr> <tr> <td>20 - 29</td> <td>2</td> </tr> <tr> <td>30 – 39</td> <td>3</td> </tr> <tr> <td>40 – 49</td> <td>4</td> </tr> <tr> <td>50 – 59</td> <td>5</td> </tr> <tr> <td>60 – 69</td> <td>6</td> </tr> <tr> <td>70 – 79</td> <td>7</td> </tr> <tr> <td>80 – 89</td> <td>8</td> </tr> <tr> <td>90 – 99</td> <td>9</td> </tr> <tr> <td>100 and above</td> <td>10</td> </tr> </tbody> </table>	No. of IT Professionals	Marks	0-19	0	20 - 29	2	30 – 39	3	40 – 49	4	50 – 59	5	60 – 69	6	70 – 79	7	80 – 89	8	90 – 99	9	100 and above	10	10	Undertaking from HR
No. of IT Professionals	Marks																								
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90 – 99	9																								
100 and above	10																								
06	Presentation on understanding of the project as per Scope defined, Approach and Methodology, Prototype for Design & Development	40	Presentation to committee																						
	a.) Understanding of Scope : (20 Marks)																								
	b.) Approach and Methodology : (20 Marks)																								

A bidder must get Technical score of 60 % to be Technically qualified.

1.4. Financial Bid Evaluation

- The Financial Bids of technically qualified Bidder/ Firms/Agencies will be opened on the prescribed date.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- The Financial Bids/ cover of Bidder/ Firms/Agencies who qualify in technical evaluation shall be opened online at the notified date and time;
- To evaluate a Bid, the Tendering Authority shall consider the following:
 - The Bid price as quoted in accordance with Bidding Document;
 - Price adjustment for correction of arithmetic errors in accordance with Bidding Document.
- The evaluation shall include all costs and duties excluding the taxes, applicable to the Bidder/ Firms/Agencies as per law of the Central/ State Government/ Local Authorities.

1.5. Method of Selection

- Quality and Cost Based Selection (QCBS)-Least Cost Selection (Lump Sum) will be followed wherein 60% weightage will be given to the Technical proposal and 40% to the financial proposal.

Final selection will be done based on composite score which will be sum of Technical and Financial scores.

Section 4
General Conditions, Instructions to Bidder (ITB) & Bidding
Process

1. Instructions to Bidder (ITB) & Bidding Process

1.1. Tender / Bidding Document

- The complete Bidding document shall be available on the websites for the period as specified in the Notice Inviting Tender (NIT). The prospective Bidders are permitted to download the Bidding document from any of the specified websites free of cost.

1.2. Clarifications to the Bidding/ Bid Document

- If the prospective Bidder has any doubts as to the meaning of any part of the Bidding document, bidder is allowed to seek clarification by referring the same to the Tendering Authority through email at 'tenderqueries@merc.gov.in' upto the date specified for the same in NIT.
- Should the Tendering Authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised Bidding Document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment;
- Post-Bid clarifications, if any, will be sought only once. Hence, Bidders are advised to prepare and submit the Bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the Bid/ documents submitted and no new documents shall be accepted.

1.3. Pre Bid Meeting

- The Bidder / Firms/ Agencies or its official representative (not more than two representatives per Bidder / Firms/ Agencies) may attend the pre-Bid meeting as per the details specified in NIT. The objective of this meeting is to address the generic queries of the prospective Bidders related to the Project/Bidding Document;
- Bidders/Firms/ Agencies may submit their pre-Bid queries in the specified format as per ANNEXURE 3.
- As a result of discussions in the pre-Bid conference, if modifications in the Bidding Document, specifications of services and/ or goods are considered necessary, they will be done by issuing an addendum/ corrigendum on the mahatenders.gov.in/nicgep/app;
- The Tendering Authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it shall be inappropriate to do so or do not find any merit in it.

1.4. Amendment of Bidding Document

- At any time prior to the deadline for submission of the Bids, the Tendering Authority may amend the Bidding Document by issuing Corrigendum/ Addendum;

- Any Corrigendum/ Addendum issued shall be a part and parcel of the Bidding Document and shall be communicated to all, either in writing or by uploading the details on the websites mentioned in the NIT;
- To give prospective Bidders/ Firms/Agencies reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the Tendering Authority may, at its discretion, extend the deadline for the submission of the Bids;
- .

1.5. Documents Comprising the Bid

- A two stage-two envelope/cover system through mahatenders.gov.in/nicgep/app shall be followed for the Bid -
 - Technical Bid (including the eligibility & technical documents)
 - Financial Bid
- The Bidder/Firms/Agencies should ensure that all the required documents, as mentioned in this Bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format / contents may lead to the rejection of the Bid proposal submitted by the Bidder.
- Post-Bid clarifications, if any, will be sought only once. Hence, Bidders/Firms/Agencies are advised to prepare and submit the Bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the Bid/documents submitted and no new documents shall be accepted.

1.6. Earnest Money Deposit (EMD)

- Every Bidder participating in the Bidding process must furnish the required EMD as specified in the NIT, if not specifically exempted;
- .
- Receipt of EMD or Certificate that the Bidder is a Government undertaking/ corporation/ company/ autonomous body as mentioned above shall necessarily accompany the sealed Bid, without which the Bid shall be rejected forthwith;
- .
- EMD shall be deposited/ submitted online as mentioned in NIT. The EMD shall be valid for the period of Bid validity as mentioned in the NIT.
- EMD of unsuccessful Bidders shall be refunded by 'Mahatenders team' soon after final acceptance of Bid and award of Contract.
- EMD taken from the Bidder shall be forfeited in the following cases:
 - When the Bidder withdraws or modifies his Bid proposal after opening of Bids;

- When the Bidder does not execute the Agreement after placement of order within the specified time;
- When the Bidder does not deposit the security money after the purchase/ work order is placed.

1.7.Language of Bid:

- The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder [Firms/Agencies]and the Tendering Authority, shall be written only in English or Marathi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/Marathi language, in which case, for purposes of interpretation of the Bid, such translation shall govern. In any case of dispute, an English version shall be considered as a final.

1.8.Deadline for Submission of Bids

- Bidders must submit the Bids online at e-Tendering website as indicated in the NIT /of subsequent Corrigendum, if any;
- In normal circumstances, the date of submission and opening of Bids shall not be extended. However, in exceptional circumstances or when the Bidding Document is required to be substantially modified as a result of discussions in pre-Bid conference and the time with the prospective Bidders for preparation of Bids appears insufficient, the date may be extended by MERC and due publicity to such change in date of submission of Bids shall be given. In such cases, it shall be ensured that, after issue of Corrigendum, reasonable time is available to the Bidders to prepare and submit their Bids. Any change in date of submission and opening of Bids shall also be placed on the respective websites immediately. However, if the modifications in Bidding Document, specifications of goods and service are substantial, fresh publication of original Bid inquiry may also be issued;
- The Tendering Authority may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Tendering Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.9.Format & Signing of Bids

- The Bid forms/templates/annexures, etc., wherever applicable, shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the Bidding Document. This authorization shall consist of a written Letter of Authorization from the authorized person, accompanied with a Board Resolution in case of a company/power of attorney;

- Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are duly signed by the authorized person signing the Bid;
- The Bid, duly signed (digitally) by authorized signatory, should be uploaded on the e-Tendering portal in the required file/ format;
- Bidders/ Firms/ Agencies must submit their Bids online at e-Tendering portal. Bids received by other means shall not be accepted;
- If Bids are not submitted as per the details mentioned in this Bidding document and e-Tendering website, the Tendering Authority shall reject the Bid.

1.10. Negotiations

- As a general rule, negotiations after opening of financial Bids shall be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as when the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of Bids;

1.11. Disqualification

Tendering Authority may at its sole discretion and at any time during the processing of Bids, disqualify any Bidder/ Bid from the Bid process if the Bidder: -

- Has not submitted Bid in accordance with the Bidding Document;
- Has submitted Bid without submitting the prescribed EMD or the Bidder's authorization certificate;
- Has imposed conditions in Bid;
- During validity of Bid or its extended period, if any, increases his quoted prices;
- Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Has failed to provide clarifications related thereto, when sought;
- Has submitted more than one Bid. This will cause disqualification of all Bids submitted by such Bidders including forfeiture of the EMD;
- Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
- If ,the bidder [Firms/Agencies] has found that it has submitted false, fabricated, forged documents in the bidding process to qualify in the bid or /obtain the tender on such illegal or forged documents.
- And such bidder shall be blacklisted by the Tendering authority subject to the imposing appropriate penalty on it at any time to the knowledge of Tendering Authority.

1.12. Acceptance of the Tender/ Bid and Notification of Award

- Prior to the expiration of the period of Bid validity, the Tendering Authority shall notify the successful Bidder/Firms/Agencies, in writing, that its Bid has been accepted;
- The Tendering Authority shall award the Contract to the Bidder/Firms/Agencies whose proposal/ Bid has been determined to be the best value Bid;
- Decision on Bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a Bid cannot be taken within the original Bid validity period due to unavoidable circumstances, all the Bidder/Firms/Agencies shall be requested to extend validity period of their Bids up to a specified date;
- As soon as a Bid is accepted by the Tendering Authority, its written intimation shall be sent to the concerned Bidder/Firms/Agencies. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LoI) may be sent in the meanwhile. In the same intimation the Bidder/Firms/Agencies may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value;
- The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the Bidder;
- The EMD of the rejected Bids shall be refunded soon after the agreement with the successful Bidder/Firms/Agencies is executed and his PSD is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

1.13. Confidentiality

- Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of Contract award, shall not be disclosed to Bidder/Firms/Agencies or any other persons not officially concerned with such process until publication of the Contract award;
- Any attempt by a Bidder/Firms/Agencies to influence the Tendering Authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid;
- From the time of Bid opening to the time of Contract award, if any Bidder/Firms/Agencies wishes to contact the Tendering Authority on any matter related to the Bidding process, he may do so in writing.

1.14. Conflict of Interest

- MERC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of

MERC's procurement ethics requirement that Bidders, Suppliers, and Contractors under contracts observe the highest standard of ethics, MERC will take appropriate actions against the Bidder/Firms/Agencies, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidder/Firms/Agencies found to have a conflict of interest shall be disqualified;

- A Bidder/Firms/Agencies may be considered to be in a conflict of interest if the Bidder/Firms/Agencies or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the Bid;
- It may be considered to be in a conflict of interest with one or more parties in the Bidding process:-
 - If they have controlling shareholders in common; or
 - If it receives or have received any direct or indirect subsidy from any of them; or
 - If they have the same legal representative for purposes of the Bid; or
 - If they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder/Firms/Agencies, or influence the decisions of the tendering authority regarding this Bidding process.

1.15. Tendering authority's Right to Accept / Reject any or all of the Bids

- The Tendering Authority reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

1.16. Signing of Contract

- Promptly after notification of Award, the Tendering Authority shall send to the successful Bidder/Firms/Agencies the Contract Agreement including "Special Conditions of Contract". Within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the Tendering Authority, the successful Bidder/Firms/Agencies shall sign, date, and return the Contract Agreement to the Tendering Authority.

1.17. Performance Security Deposit (PSD)

- Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder/Firms/Agencies shall furnish the Performance Security Deposit (PSD) @ 10% of the total agreed/ ordered project value.
- Failure of the successful Bidder/Firms/Agencies to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation / termination) of the award and forfeiture of the EMD. In that event the Tendering Authority

may award the Contract to the next best value Bidder/Firms/Agencies whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

- No interest will be paid by MERC on the amount of EMD and PSD.
- In case of Selected Bidder/Firms/Agencies, the EMD may be adjusted in arriving at the amount of the PSD;

1.18. Reservation of Rights

To take care of unexpected circumstances, MERC reserves the rights for the following:

- Extend the closing date for submission of the Bid proposals;
- Amend the Bidding requirements at any time prior to the closing date, with the amendment being notified to prospective Bidder/Firms/Agencies and on the respective websites;
- Allow a Bidder/Firms/Agencies to change its technical Proposal if the same opportunity is given to all Bidder/Firms/Agencies but before the opening of financial Bids;
- To accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles/ services for which Bid has been invited or distribute items of stores/ services to more than one Bidder/Firms/Agencies;
- Terminate or abandon the Bidding procedure or the entire Project whether before or after the receipt of Bid proposals;
- Seek the advice of external consultants to assist MERC in the evaluation or review of Proposals;
- Make enquiries of any person, company or organization to ascertain information regarding the Bidder and its Proposal;
- Reproduce for the purposes of the procedure, the whole or any portion of the Proposal despite any copyright or other IPR that may subsist in the Proposal. The Selected Firm / Agency shall have not any right to implement/ transfer / customize the software to any other third party. The Selected Firms / Agencies shall not modify, translate, reverse engineer, decompile, create derivative work or otherwise attempt to derive the source code based upon this product / package.

1.19. Monitoring of Contract

- An officer or a committee of officers may be nominated by Tendering Authority to Evaluate/ monitor the progress of the contract during its delivery period;
- During the delivery period the committee shall keep a watch on the progress of the Contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable Contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of

goods and service is to be delivered in the form of completed work like fabrication work, the process of completion of work may be watched and inspected;

- If delay in delivery of goods and service is observed a performance notice shall be given to the selected Bidder to speed up the delivery;
- Any change or Amendment in the Constitution of the Firm or Agency or a Company, etc. shall be notified forth with by the selected Bidder / Firms/ Agencies in writing to the Tendering Authority and such amendment/ change shall not relieve any former member of the firm, etc., from any liability under the Contract;
- No new partner/ partners shall be accepted in the Firm by the selected Bidder/Firms/Agencies in respect of the Contract unless he/ they agree to abide by all its terms, conditions and deposits with the Tendering Authority through a written Agreement to this effect. The Bidder/Firms/Agencies receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract;
- The selected Bidder/Firms/Agencies shall not assign or sub-let his Contract or any substantial part thereof to any other agency without the permission of Tendering Authority.

1.20. Liquidated Damages

1.20.1. For delay: If the Consultant 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.

1.20.2. For errors / mistakes: If the Consultant commits any errors / mistakes 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.

2. Terms and Conditions of Tender

2.1. Definitions

- For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:
- “Price” means the price payable to the Selected Bidder/Firms/Agencies as specified in the Financial quote, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

- “Day” means a calendar day.
- “Completion” means the fulfillment of the related services by the Selected Bidder in accordance with the terms and conditions set forth in the RFP.

2.2. General Conditions of the Bid

- **Governing Law:** The Contract shall be governed by and interpreted in accordance with the Indian Contract Act, 1872, Intellectual of Property Rights Act, Copy Right and Patent Act, Information Technology Act, and, other laws applicable in India...

2.3. Taxes & Duties

- The Income Tax, GST, Value Added Tax, etc., if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of Contract;
- The Entry Tax, if applicable, shall be deducted at source and deposited in the Government Treasury in proper revenue receipt head of account;

2.4. Confidential Information

- The Selected Bidder shall keep confidential and shall not, without the written consent of MERC, divulge to any third party any information furnished directly or indirectly in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract;
- The Selected Bidder shall not use such documents, data, and other information received from MERC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract;

2.5. Force Majeure

- The Selected Bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its 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 or situation beyond the control of the Selected Bidder/Firms/Agencies that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Selected Bidder/Firms/Agencies. Such events may include, but not be limited to, acts of MERC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Selected Bidder/Firms/Agencies shall promptly notify the MERC in writing of such conditions and cause

thereof within 15 days of occurrence of such event. Unless otherwise directed by MERC, the Selected Bidder/Firms/Agencies shall continue to perform its obligations under the contract as far as reasonably practical.

- If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- In case a Force Majeure situation occurs with the MERC, the MERC may take the case with the Selected Bidder/Firms/Agencies on similar lines.

2.6. Termination

- **Termination for Default:** The MERC reserves the right to, without prejudice to any other remedy for breach of Contract, by a written notice of default of at least Thirty (30) days sent to the Selected Bidder/Firms/Agencies, terminate the contract in whole or in part:
- If the Selected Bidder/Firms/Agencies fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MERC; or
- If the Selected Bidder/Firms/Agencies fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the Selected Bidder/Firms/Agencies, in the judgment of MERC, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
- If the Selected Bidder/Firms/Agencies commits breach of any condition of the Contract; or
- If the total penalty levied on the selected Bidder/Firms/Agencies in a quarter exceeds 10% of total billing in that quarter.
- If MERC terminates the Contract in whole or in part, amount of PSD and due payment if any, may be forfeited;
- Termination for Insolvency
- MERC may at any time terminate the Contract by giving a written notice of at least Thirty (30) days to the Selected Bidder/Firms/Agencies, if the Selected Bidder/Firms/Agencies becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder/Firms/Agencies, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MERC.
- Bidder/Firms/Agencies shall not be entitled to ask any query/documents executed between the CERC and MERC and any direct or indirect any type of communication with the CERC regarding the software/source code / modules for implementation in the MERC. If, any Firms does so, it shall be liable to terminate the bid/or contract executed between the MERC and successful Bidder/Firms/Agency

2.7. Termination for Convenience

- MERC, by a written notice of at least Thirty (30) days sent to the Selected Bidder/Firms/Agencies, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the MERC's convenience, the extent to which performance of the Selected Bidder/Firms/Agencies under the Contract is terminated, and the date upon which such termination becomes effective;
- Depending on merits of the case the Selected Bidder/Firms/Agencies may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination;
- Payment to be made shall not exceed the amount payable till that point of time.

2.8. Settlement of Disputes

- **General:** If any dispute arises between the Selected Bidder and MERC during the execution of a Contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Selected Bidder on the points of dispute. The Selected Bidder will also be given an opportunity of being heard by the Hon'ble Chairman, MERC. The Chairman, MERC's decision over the representation will be final and the same will be conveyed to Selected Bidder.;
 - **Governing law:** The contract shall be governed by and construed in accordance with the laws of the Republic of India.
 - **Legal Jurisdiction:** Any dispute arising out of this executed contract between the successful Bidder/Firms/Agencies have the jurisdiction of appropriate Court in the Mumbai exclusively.

Section 5
Annexures

Annexure 1

Tentative Scope of customization

Tentative Scope of Customization

Introduction:

Proposals are requested from professional Firms /Agencies i.e. proposed Software Integrators for customization of the existing Central Electricity Regulatory Commission's (CERC's) Petition e-Filing software as per the requirement of MERC.

The CERC software has following modules;

1. Processes involved in Petition e-filing
 - 1.1 User Registration
2. Petition Tab: Various modules under Petitions Tab
 - 2.1. E-File Petitions (New):
 - 2.1.1. General Information
 - 2.1.2. Respondent details
 - 2.1.3. Court Details
 - 2.1.4. Related Petitions
 - 2.1.5. Identical Petitions
 - 2.1.6. Prayers
 - 2.1.7. Attachments
 - 2.1.8. Filing Fees
 - 2.1.9. Checklist
 - 2.1.10. Summary
 - 2.2. Draft Petitions
 - 2.3. Petitions under Scrutiny
 - 2.4. Current Petitions
 - 2.5. Disposed Petitions
 - 2.6. Referred back petitions
3. Deficiencies Tab:
 - 3.1. Deficiency Removal:
4. Pleadings Tab:
 - 4.1. Pleadings
 - 4.2. Reply
 - 4.3. Rejoinder
 - 4.4. Response
 - 4.5. Comments
 - 4.6. Suggestions
 - 4.7. Additional Information

- 5. Admin Modules Broadly
 - 5.1. Internal Communication
 - 5.2. Digitized Document Storage
 - 5.3. Report Generation

Admin Module will consist following Tabs:

- 1. Other Link
 - 1.1 Users for verification
 - 1.2 UTR for verification
 - 1.3 Draft Petitions
 - 1.4 Filed Petitions
 - 1.5 Current Petitions
 - 1.6 Disposed off Petitions
- 2. Admin
 - 2.1 Change Password
 - 2.2 User Management
 - 2.3 Role Management
 - 2.4 Document Management
 - 2.5 Audit Trail
- 3. Petitions
 - 3.1 E-File Petitions New
 - 3.2 Draft Petitions
 - 3.3 Petitions under Scrutiny
 - 3.4 Petition Registrations
 - 3.4 Current Petitions
 - 3.5 Disposed Off Petitions
- 4. Deficiencies
 - 4.1 Preliminary Scrutiny
 - 4.2 Deficiency Removal
- 4. Pleadings
 - 4.1 Add Reply
 - 4.2 Add Written Submission
 - 4.3 Add Additional Information Document
 - 4.4 Add Comment/ Objection
- 5. Misc.
 - 5.1 MIS Reports

The Initial Module-wise customization requirements are as follows:

1. Processes involved in Petition e-filing (Petitioner module)

1.1 User Registration:

Explanation: There are four types of users that have been identified who can e-File a petition.

- Organization (represented by organization administrator)
- Advocate
- Individual
- Employee (of already Registered Organization).

- User Registration:
- Customization required in User Registration template:
 - ii. Rename 'Individual' tab to 'Any Person / Individual'.
 - iii. Remove the 'Advocate' tab and put it under 'Any Person / Individual'.
 - iv. Organization Type Tab: ()
 - v. Remove 'Region' dropdown and 'Administrator Name', 'Department' and 'Designation' text fields.
 - vi. Make 'Website' Textbox optional instead of Mandatory.
 - vii. Add provision for Mandatory OTP while registering user's mobile number.
 - viii. Add GSTN Number instead of TAN Number while registering organization.
 - ix. Document Type Tab under Attachments: Change 'Board/MD Authorizing Letter' to 'Board/Company Authorizing Letter' and allow any 2 documents out of the 3 (Board /Company Auth. Letter, Copy of ROC, GSTN card).
 - x. Add provision of sending automatic SMS and email to the registered users. As soon as the user submits his/her registration application, the status of his/her application will be set to "In Process" and an email/SMS will be sent to him/her along with his Login ID and Password details.
 - xi. Remove Father Name textbox while registering as Individual petitioner.
 - xii. Make 'Landline Number' textbox optional while registering as Individual

petitioner

2. Petition Tab: Various modules under Petitions Tab

2.1 E-File Petitions (New):

2.1.1: General Information:

Explanation: All the basic details related to petition like petitioner name, respondent name, petition type etc. are captured in this tab.

- General Information:
 - Customization required in General Information form:
 - i. Petitioner name should not automatically reflect from Login name. Also add a provision to add other (more than one) petitioners.
 - ii. Respondent name should not be mandatory and none/other respondent should be added along with respondent dropdown.
 - iii. Respondent Name: List of already registered Utilities should be available in Dropdown. (List will be provided by MERC)
 - iv. Add Organizations authorization letter in registration of the user (Organization type). (List will be provided by MERC)
 - v. Fees and Charges regulation of MERC will be considered while creating Petition types and subtypes. (List will be provided by MERC)
 - vi. Add Dropdown Tab for Electricity rules along with Electricity Act, 2003. (List will be provided by MERC)
 - vii. List of MERC Regulations. (List will be provided by MERC)
 - viii. There should a provision to select Either Act or Regulation (one of these is mandatory)
 - ix. Add 'Brief of Petition' Textbox below 'Subject Textbox' (Max char. 150).
 - x. Change Section and Subsection Dropdown to Textbox.

2.1.2. Respondents Details:

Explanation: Respondents related details are captured in this section. User can add more than one Respondent in a Petition.

- Respondent Details:
- Customization required in Respondents Details:
 - i. Respondent name should not be mandatory and none/other respondent should be added along with respondent dropdown.

Add filter to Respondents Name.

- ii. Create a provision to add more than one respondent.

2.1.3. Court Details:

Explanation: All the lower / higher Court details will be captured in this tab. User can add more than one Court details.

- Court Details:
- Customization required in Court Details:
 - i. In court detail sections- the authorities like IGRC, CGRF, Ombudsman and Magistrate/Collector/Div. Commissioner should be added.
 - ii. In Higher Courts section – HC, SUPREME COURT and Appellate Tribunal for Electricity (ATE) should be added, and in any other Courts- Districts Courts and subordinate courts shall be added for Right of Way (ROW) matters.

2.1.4. Related Petitions:

Explanation: On clicking "Related Petition" tab, related petitions list will be displayed.

- Related Petitions:
- Customization Required: This tab should be removed.

2.1.5. Identical Petitions:

Explanation: On clicking "Add Identical Petition" add identical petition screen will be displayed.

- Identical Petitions:
- Customization required: This Tab should be removed.

2.1.6: Prayers:

Explanation: On clicking "Prayer" tab prayer list will be displayed. This tab provides provision to add the Prayers associated to the petition under filing process. User can view and edit previously added prayers from the list.

- Prayers:
- Customization required:
 - i. In the description section, there should be a provision to write prayer in Marathi in addition to English.

2.1.7: Attachments:

Explanation: On clicking "Attachment" tab attachment list will be displayed. This tab provides provision to add the pdf / excels / word files associated to petition. User can view previously added attachment from the list.

- Attachments:
 - Customization needed in Attachment:
 - i. Create a provision to add more than one file in all Attachments like (File part1, File part2, etc.).
 - ii. Make affidavit document mandatory
 - iii. Rename Vakalatnama to Memo of Authorization

2.1.8: Filing Fees:

Explanation: To file a petition in MERC, fee has to be paid. Fee is calculated automatically based on the "Petition Type and Subtype, etc.". On clicking "Filing Fees" tab, Filing Fees screen will be displayed.

- Filing Fees:
 - Customization required:
 - i. To file a petition in MERC, fee has to be paid by the Petitioner. Fee is calculated automatically based on the "Petition Type", subtype, sections and sub sections of EA 2003, in accordance with Fees and Charges Regulations, 2017.
 - ii. Remove the Tab and textbox of 'Application for waiver' as there is no provision for waiver in MERC.
 - iii. Remove Tab 'Asset/ Details' Form from filing fees.

2.1.9: Checklist:

Explanation: On clicking "Check List" tab a list of questionnaires will be displayed. Check list is to make sure that all the mandatory details required for e-filing the case are taken care of. In Check List tab the details furnished by the user are shown as "Yes". The mandatory details but not furnished are shown as "No". User can modify the details to "Yes", "No", "NA".

- Checklist:
 - Customization required: It shall include following:

1	The Petition is not in Form II of the Maharashtra Electricity Regulatory Commission (Conduct of Business) Regulations, 2004.
2	The Petition does not mention:

	(a)	the statutory provisions under which the Petition is being filed before the Commission;
	(b)	reasons why the Commission has jurisdiction to try, entertain and dispose of the Petition;
	(c)	whether the Petition is filed within the time limit prescribed in the Limitation Act, 1963, and if not, the period of delay and whether the Petitioner is seeking condonation of delay;
	(d) (any other reasons)
3		The name, description and address of the parties have not been furnished in the cause title.
4		The necessary parties have been impleaded?
5		The Petition has not been duly signed.
6		The Petition has not been verified through an affidavit.
7		The affidavit is not in Form III of the Maharashtra Electricity Regulatory Commission (Conduct of Business Regulations), 2004.
8		The affidavit has not been signed and sworn before the competent authority.
9		Six identical copies of the Petition have not been filed.
10		The copies of the Petition are not complete in all respects.
11		The copies of the documents are not legible.
12		English translation of the documents and other material contained in a language other than English/Marathi, has not been filed.
13		The letter of authorisation has not been filed/ not properly executed.
14		The prescribed fee for the Petition/application has not paid.
15		The index of documents has not been filed.
16		The pagination of the documents has not been done properly.

2.1.10: Summary:

Explanation: Summary describes the brief of the information filled in the petition under process of e-Filing. User Clicks on the “Summary” tab and information is displayed related to the case in process of e-Filing. User selects to whom the intimation is to be sent – Petitioners, Respondents, Petitioner Advocates, Respondent Advocates or all.

Currently No customization required but it may change while collecting the requirement by Selected Firms/Agencies.

2.2 Draft Petitions:

Currently No customization required but it may change while collecting the requirement by Selected Firms/Agencies.

2.3 Petitions under Scrutiny:

Currently No customization required but it may change while collecting the requirement by Selected Firms/Agencies.

2.4 Current Petitions:

Currently No customization required but it may change while collecting the requirement by Selected Firms/Agencies.

2.5 Disposed Petitions:

Currently No customization required but it may change while collecting the requirement by Selected Firms/Agencies.

2.6 Referred back petitions:

Currently No customization required but it may change while collecting the requirement by Selected Firms/Agencies.

2.7 Order Compliance Petition

Currently No customization required but it may change while collecting the requirement by Selected Firms/Agencies.

3. Deficiencies Tab:

3.1 Deficiency Removal:

Customization required:

The Deficiency format along with deficiency letter will be provided by MERC to Selected Firms/Agencies.

4. Pleadings Tab:

Currently No customization required, but it may change while collecting the requirement by Selected Firms/Agencies.

4.1 Pleadings

4.2 Reply

4.3 Rejoinder

4.4 Response

4.5 Comments

4.6 Suggestions

4.7 Additional Information

5. Additional Features

- 5.1. Application will be Responsive (Desktop/Mobile/ Tablet Compatible)
- 5.2. Application will be Cross Browser & Cross Platform compatible.
- 5.3. Security audit of the Software Application will be done for checking the Open Web Application Security Project (OWASP) from CERT-In Firms/Agencies.
- 5.4. SMS and EMAIL, Payment gateway integration.
- 5.5. Create a Module for File movement (After Registration of petition).
- 5.6. Selected Firms/Agencies needs to develop Refund Module (New Development) for refund of excessive or wrongly calculated fees.

Processes involved in Petition e-filing (Admin Module): Currently No customization required, but it may change while collecting the requirement by Selected Firms/Agencies.

- i. Diary Number Generation
- ii. Registration of case
- iii. Updation of Case status related filed in local server and updating the same at website.
- iv. Communicating to litigant parties through auto generated e-mails/SMS
- v. Daily Order / Final Order generation
- vi. Notices/Replies generation
- vii. Reports generation
- viii. Cause list generation etc.

Note: This Scope of Customization is tentative and it may change while collecting the requirement by Selected Firms/Agencies.

ANNEXURE 2: Cover Letter

(On Company Letter Head – Signed by Authorized Signatory)

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

Reference: NIT No. : _____ Dated: _____

Dear Sir,

I / We, the undersigned Bidder/Firms/Agencies, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as “Implementing Agency” as per the defined scope of the work and in conformity with the said bidding document for the same. We hereby offer our best price and it shall be applicable during the evaluation/contract period.

I / We undertake that the prices are in conformity with the specifications/ requirements prescribed. The price quotes is inclusive of all cost likely to be incurred for executing this work. The prices quoted are inclusive of government taxes/duties except service tax.

I/ We hereby declare that, in case, the contract is awarded to us, we will submit the performance security of 10% of contract value for the due performance of contract and in the form prescribed by MERC.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to the terms & conditions mentioned in the bidding document.

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE 3: Pre-Bid Queries Format

(On Company Letter Head – Signed by Authorized Signatory)

Name of the Company/Firm:

Query / Clarification Sought:

Sr.No.	RFP Page No.	RFP Clause No.	Clause Details	Query/Suggestion/Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority.

Thanking you,

Name of the Bidder/Firms/Agencies: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE 4: Certificate of Conformity/ No Deviation

(On Company Letter Head – Signed by Authorized Signatory)

To,
The Secretary,
Maharashtra Electricity Regulatory Commission
Mumbai 400005,

CERTIFICATE

This is to certify that, the specifications I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end

Implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding document.

Thanking you,

Name of the Bidder/Firms/Agencies: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE 5: Self-Declaration – No Blacklisting

(On Company Letter Head – Signed by Authorized Signatory)

To,
The Secretary,
Maharashtra Electricity Regulatory Commission
Mumbai 400005,

In response to the Tender/ NIT Ref. No. _____ dated _____
for {Project Title}, as an Owner/ Partner/ Director of
_____, I/ We hereby declare that presently our
Company/ firm _____, is not declared ineligible for corrupt & fraudulent
practices either indefinitely or for a particular period of time by any Central/ State/ Semi-
Government/ or other Govt. subsidiaries including autonomous bodies in India.

If this declaration is found to be incorrect then without prejudice to any other action that may be
taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be
cancelled.

Thanking you,

Name of the Bidder/Firms/Agencies: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE 6: Bidder's Authorization Certificate

(On Company Letter Head – Signed by Authorized Signatory)

To,
The Secretary,
Maharashtra Electricity Regulatory Commission
Mumbai 400005,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. _____ dated _____. He/ She are also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified Signatures areas under.

Thanking you,

Name of the Bidder/Firms/Agencies: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE 7: Format for Submission of Project References

(On Company Letter Head – Signed by Authorized Signatory)

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidder/Firms/Agenciess, if any:	
Narrative description of Project:	
List of Services provided by your firm/company":	

ANNEXURE 8: Bank Guarantee Format

(On Company Letter Head – Signed by Authorized Signatory)

BANK GUARANTEE FORMAT

(To be stamped in accordance with Stamp Act and to be issued by a Nationalized/ Scheduled bank having its branch at Mumbai and payable at par at Mumbai, Maharashtra)

To,
The Secretary,
Maharashtra Electricity Regulatory Commission,

Sir,

1. In accordance with your Notice Inviting Tender for <please specify the project title> vide NIT reference no. <Please specify> M/s. (Name & full address of the firm) (Hereinafter called the “Bidder/Firms/Agencies”) hereby submits the Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the tender documents that the Bidder/Firms/Agencies has to deposit Earnest Money amounting to <INR _____ (Rupees <in words>> in respect to the tender, with Maharashtra Electricity Regulatory Commission, Mumbai, Maharashtra (hereinafter referred to as “MERC”) by a Bank Guarantee from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Mumbai irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of tender). It may be extended if required in concurrence with the bid validity. And whereas the Bidder/Firms/Agencies desires to furnish a Bank Guarantee for a sum of <INR _____ (Rupees <in words>> to the MERC as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay

forthwith on demand in writing by the MERC of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the MERC shall be the sole judge of and as to whether the Bidder/Firms/Agencies has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the MERC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder/Firms/Agencies in respect of the said Tender Document and the decision of the MERC that the Bidder/Firms/Agencies has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the MERC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the MERC and it is further declared that it shall not be necessary for the MERC to proceed against the Bidder/Firms/Agencies before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the MERC may have obtained or shall be obtained from the Bidder/Firms/Agencies at any time when proceedings are taken against the Bank for whatever amount that may be\ outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the MERC to recover the said amount of <INR _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder/Firms/Agencies) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <INR_____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfill the following conditions in the absence of which they cannot be considered valid:

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by MERC.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and Bidder/Firms/Agencies name, directly to the Purchaser at the following address:

Annexure-9 FINANCIAL PROPOSAL

(On Company Letter Head – Signed by Authorized Signatory)

Date:/...../2019

Client's Name and Address

Sub: Invitation of Bids for Appointment of Agency for Customization and implementation of Petition e-filing Software at Maharashtra Electricity Regulatory Commission (MERC).

Dear Sir,

We, the undersigned, offer to provide the services for Customization and implementation of Petition e-filing Software in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1_____].
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:

Financial Proposal Submission Format:

Sr. No	Item-wise amounts (Inclusive of Taxes)	Amount in Figure (Rs.)
1	Customization of Application, Testing and Implementation Cost as per scope of work	
2	Operation and Maintenance Cost for 2 years after Go-Live	
3	Grand Total for Customization of Application, Testing and Implementation Cost AND operations and maintenance inclusive of Taxes(A+B)	
Grand Total in Words:		