



**MERC**

# **MAHARASHTRA ELECTRICITY REGULATORY COMMISSION**

## **REQUEST FOR PROPOSAL**

**E-TENDER DOCUMENT EMPANELMENT OF INS ACCREDITED ADVERTISEMENT  
AGENCY FOR PUBLISHING PUBLIC NOTICE, TENDER NOTICE AND  
RECRUITMENT ADVERTISEMENT OF MAHARASHTRA ELECTRICITY  
REGULATORY COMMISSION (MERC).**

World Trade Centre, Centre No.1, 13<sup>th</sup> Floor,  
Cuffe Parade, Mumbai-400005

## ***Table of Contents***

1	Invitation for Bids (IFB) and Notice Inviting Tenders (NIT).....	4
	1.1 Invitation for Bids (IFB) .....	4
	1.2 Notice Inviting Tenders (NIT).....	5
2	Eligibility Criteria.....	6
3	Scope of Work.....	7
4	Duration of Empanelment.....	7
5	Selection of Bidder and Award of Contract.....	7
6	Instructions to Bidder (ITB) and Bidding Process.....	8
	6.1 Tender / Bidding Document.....	8
	6.2 Clarifications to the Bidding/Bid Document.....	8
	6.3 Pre-Bid Conference / Meeting.....	8
	6.4 Amendment of Bidding Document.....	9
	6.5 Documents Comprising the Bid .....	9
	6.6 Cost of Bidding.....	10
	6.7 Language of Bids.....	10
	6.8 Period of validity of Bids.....	10
	6.9 Earnest Money Deposit (EMD).....	10
	6.10 Deadline for the submission of Bids.....	11
	6.11 Format and Signing of Bid.....	11
	6.12 Withdrawal and Re-submission (Substitution) of Bids.....	11
	6.13 Bid Opening / Opening of Tenders.....	12
	6.14 Guiding Principles for Evaluation of Bids.....	12
	6.15 Evaluation of Technical Bids.....	13
	6.16 Evaluation of Financial Bids.....	13
	6.17 Clarification of Bids.....	13
	6.18 Comparison of Bids and Determination of the Best Value Bid.....	14
	6.19 Negotiations.....	14
	6.20 Disqualification.....	14
	6.21 Acceptance of the Tender / Bid and Notification of Award.....	15
	6.22 Confidentiality.....	15
	6.23 Conflict of Interest.....	16
	6.24 Tendering authority's Right to Accept / Reject any or all of the Bids.....	16
	6.25 Signing of Contract.....	16
	6.26 Reservation of Rights.....	16
	6.27 Monitoring of Contract.....	17
7	Terms and Conditions of Tender.....	17
	7.1 Definitions.....	17
	7.2 General Conditions of the Bid.....	18
	7.2.1 Governing Law.....	18
	7.2.2 Taxes & Duties.....	18
	7.2.3 Confidential Information.....	18
	7.2.4 Sub-contracting.....	18
	7.2.5 Force Majeure.....	18
	7.2.6 Termination.....	19
	7.2.7 Settlement of Disputes.....	19

**Annexures-**

Annexure 1: Cover Letter Format (in letter head).....20  
Annexure 2: Technical Bid Format .....21  
Annexure 3: Format for Submission of details of Empanelment of Advertising Agency.....24  
Annexure 4: Details Regarding Annual Turnover.....25  
Annexure 5: Self-Declaration – No Blacklisting Certificate.....26  
Annexure 6: Pre-Bid Queries Format .....27  
Annexure 7: Financial Bid Format.....28

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

### **1.1 Invitation for Bids (IFB)**

Maharashtra Electricity Regulatory Commission (MERC) invites electronic bid proposals from reputed, competent and professional service providers who meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for e-Tender for '*Empanelment of Advertising Agencies*' for releasing advertisements relating to Public Notices, Tender Notices, and Recruitment Notices etc. in local and all over Maharashtra as per the requirement of the Commission.

The complete (RFP) document is published on the Government of Maharashtra's e-Tendering website <https://mahaenders.gov.in>.

Bidders who wish to participate in the bidding process must register on the website <https://mahaenders.gov.in>, unless already registered.

To participate in the online Tendering process, the bidders must procure Digital Signature Certificates (DSC: class II or class III) in accordance with the IT Act 2000. Bidders who already have a valid DSC need not procure a new DSC.

The bidding process would follow two stage bidding system and accordingly separate technical and commercial/Financial bids will be submitted.

The bidder shall submit the offer in electronic formats both for technical and commercial bids. EMD and Tender fees should be submitted online, as prescribed in NIT, along with the technical bid.

MERC will not be responsible for any delay in online submission by bidders due to any reason. For this, bidders are requested to upload the complete bid well within time so as to avoid any unforeseen problems.

No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal Contract is signed and executed between the Tendering Authority and the successful bidder.

MERC disclaims any factual/or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidders to prepare a logical bid proposal.

## 1.2 Notice Inviting Tenders (NIT)

Sr. No.	Particulars	Details
1.	Name of the Work	Empanelment of INS accredited Advertisement Agency for publishing Public Notice, Tender Notice and Recruitment Advertisement of Maharashtra Electricity Regulatory Commission (MERC).
2.	Period of Contract	3 Years
3.	Tendering Authority	Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai-400005
4.	Cost of Tender Document	Rs. 500/- (Rupees Five Hundred Only) (Non Refundable) (Entities exempted as per GR dated 01.12.2016, issued by Industry, Energy and Labour Department, GoM., need not to pay Cost of Tender Document)
5.	EMD Amount	Rs.5,000/- (Rupees Five thousand Only) (Entities exempted as per GR dated 01.12.2016, issued by Industry, Energy and Labour Department, GoM., need not to pay EMD)
6.	Bid Validity	180 days from the Bid submission deadline date.
7.	Mode of Bid Submission	Online through e-Tendering system at - <a href="https://mahaenders.gov.in/nicgep/app">https://mahaenders.gov.in/nicgep/app</a>
8.	Last date of Submission of Queries	13 April, 2018 Pre-Bid Queries can be submitted at 'tenderqueries@merc.gov.in' as per format enclosed at <b>Annexure -VI</b> in Tender document.
9.	Date ,Time and Place of Pre Bid Meeting	On 16 April, 2018 @ 1500 hrs in the office of Deputy Director (Admin & Finance), Maharashtra Electricity Regulatory Commission, World Trade Centre, Centre No.1, 12 <sup>th</sup> Floor, Cuffe Parade, Mumbai-400005.
10.	Last Date of Submission of Bids	19 April, 2018 upto 1600 hours
11.	Date and Time and Place of Opening of Bids	20 April, 2018 @ 1700 hours Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 12th Floor, Cuffe Parade, Mumbai-400005.
12.	e-Tendering Helpline	24 x 7 Help Desk Number 0120-4200462,0120-4001002 Mobile No. 8826246593 Email –support-eproc@gov.in

*\*Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial/financial tenders shall be notified in 'Press Notice / Corrigendum' 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.

## 2. Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

1. The agency must have an INS (Indian Newspapers Society) accreditation (to be supported by documentary evidence).
2. The advertisement agency must be in business for at least 05 years (to be supported by a Certificate of Incorporation).
3. The agency should submit copy of empanelment of advertising agency during last three years in Government / Private Sector / PSU.
4. The agency must have an average annual turnover of Rs. 15 lacs and above for last 3 years i.e. 2014-15, 2015-16 and 2016-17 certified by C.A. (Also copies of audited balance sheet for last 3 years, IT Returns and Company PAN Card to be submitted).
5. Agency should submit a copy of Good and Service Tax Certificate with copies of Challans and the Shop and Establishment Certificate.
6. Agency should not have been barred by any department of Govt. /PSU. (An affidavit to these efforts to be submitted along with bid documents).
7. The agency must have an easy accessible office in Mumbai with staff and facilities mainly telephone, Mobile, Fax, E-mail, DTP etc. Agency must have good messenger who can come to offices at short notice.
8. The agency will have to do EMD can be paid by using to Mode of Payment: Online payment gateway (i.e. Net-Banking/NEFT/RTGS) which is Rs. 5,000/- (Rupees Five Thousand Only).
9. The selected agency will have to submit Bank Guarantee of Rs. 50,000/- for security purpose.
10. Financial Bid should be based on the discount offered by Advertising Agency over and above the discount offered on DAVP / DGIPR rate as per **Annexure VII**.

## 11. Penalties:

- A) For delay in publishing the advertisement, the penalty may be invariably charged as follows:
- (i) For delays without prior permission of the concerned office: Rs.500/- per day per newspaper up to two days only.
  - (ii) In case of delay beyond two days prior permission, no payment of advt. bill will be made.
12. The advertising agency will have to submit final advertisement bill, positively within 30 days from the date of publication of the advertisement. MERC will make payment as per bill after due checks. The Advertising Agencies in all matters will deal with the newspapers at their level including payments and MERC will have no liability and / or responsibility in this regard.
  13. The right to reject or all bids or to change the condition without assigning any reason is reserved with MERC.

### **3. Scope of Work:**

1. The empanelled agency may be required to do one or more following publication works:
  - Public Notice
  - Tender Notice
  - Recruitment advertisement
2. Advertising Agency shall release the advertisement, only to the publication as indicated in the Release Orders by MERC.
3. Advertising Agency shall ensure that the MERC advertisements publish on specified date and appear in the specified newspapers in a conspicuous and **impressive manner while occupying minimum space.**
4. Advertising Agency shall undertake designing, type-setting, art work preparation of block and matrix as well as art pulls and translation required for release of advertisement, free of cost/without any charges payable by MERC, irrespective of size of advertisement, or number of newspapers to which classified/display advertisement is to be released.
5. In case there is an error in publication of the advertisement as compared to advertisements text material provided by MERC, agency shall arrange to publish the corrigendum immediately, under advice to this office, at its own cost. No bills shall be raised to MERC and MERC will not pay any charges for publication of the published corrigendum, whatsoever. If considered necessary, Admin Dept of MERC may ask the Agency to publish correct advertisement again for which no payment shall be made by the MERC.

### **4. Duration of Empanelment:**

**The empanelment of the selected agency shall be for the period of three years.** The Commission reserves the right to terminate the contract without assigning any reason by giving maximum 30 (Thirty) days notice in writing.

### **5. Selection of Bidder and Award of Contract:**

- a) The selected bidder(s) shall be awarded the work based upon highest discount quoted by them (i.e. H-1, bidder who is having the highest discount in financial bids).
- b) MERC shall draw a panel of three agencies based on the highest discounts in financial bids (viz. H1, H2, H3 in that order). The highest three scorer(s) will be shortlisted for award of work provided all shortlisted bidder(s) agree to match the discounts offered by the H1 bidder, in case the discount offered by them is less than H1 bidder. In case any agency out of H2 or H3 do not agree to match the discount of H1 (only in case where the discount offered by H1 is higher) then MERC reserves the right to move to next highest scorers i.e. H4, H5 and so on.
- c) The work shall be awarded to the entire three short listed agencies on rotation basis for which MERC will maintain a register.

## 6. Instructions to Bidder (ITB) & Bidding Process

### 6.1 Tender/ Bidding Document

- The complete Bidding document shall be available on the website (<https://mahaenders.gov.in>) for the period as specified in the Notice Inviting Tender (NIT). The prospective Bidders are permitted to download the tender document from this website on payment of Rs. 500/- (Non refundable) towards the cost of Tender Documents. Every Bidder, if not exempted, participating in the Bidding process must furnish the required cost of tender document, as specified in the NIT.

### 6.2 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 refer the same to the Tendering Authority and get clarifications. Bidder may do so by contacting the Tendering Authority in writing at the Tendering Authority's address indicated in the 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.

### 6.3 Pre-Bid Conference / Meeting

- The Bidder or its official representative (not more than two representatives per Bidder) is invited to 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;
- Only the Bidders, who are interested in bidding, are allowed to attend the Pre-Bid conference/ meeting and submit their Pre-Bid queries in the specified format as per **Annexure- VI** Bidders are welcome to attend the Pre- Bid meeting, even if they do not have any specific queries. Tendering Authority shall respond to the queries of Bidders till the day of pre-Bid meeting or within 4 days after the pre-Bid meeting;
- 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 may be done by issuing an addendum/ corrigendum and its copies shall be uploaded on the websites specified in the NIT;
- 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.



#### 6.4 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 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 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;
- Any change in date of submission and opening of Bids shall be published in appropriate manner, including on the websites mentioned in the NIT.

#### 6.5 Documents Comprising the Bid

- A two stage-two envelope/ cover system shall be followed for the Bid –
  - Technical Bid (including Annexure I to Annexure V & supporting documents)
  - Financial/ Commercial Bid (as per Annexure VII)

➤ Technical Bid shall include the following documents: -

Sr No.	Document Type	Document Format
1	Covering Letter – Technical Bid	On Bidder's letter head duly signed by authorized signatory as per <u>ANNEXURE - I</u>
<b>Fee Details</b>		
2	EMD	Scanned copy of Online payment receipt. If exempted valid exemption certificate shall be attached.
<b>Eligibility Documents</b>		
3	Information as per Technical Bid Format	As per <u>ANNEXURE- II</u> and supporting documents
4	Format for submission of details of Empanelment of Advertising Agency have been provided by the Bidder during last three years, in Government/ Private Sector/PSU.	As per <u>ANNEXURE-III</u> and supporting documents
5	Annual Turnover	As per <u>ANNEXURE- IV</u> and supporting documents
6	Self-Declaration-No Blacklisting	As per <u>ANNEXURE - V</u> and supporting documents
7	Pre-Bid Queries Format	As per <u>ANNEXURE-VI</u> and supporting documents

➤ Commercial/Financial Bid shall include the following documents:

Sr No.	Document Type	Document Format
1	Covering Letter – Commercial/Financial Bid	Commercial/Financial Bid As per e-tendering website (As per <u>ANNEXURE - VII</u> ) (On Bidder's letter head duly signed by authorized signatory).

The Bidder 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.

### ***6.6 Cost of Bidding***

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Tendering Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### ***6.7 Language of Bids***

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder 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 prevail.

### ***6.8 Period of Validity of Bids***

- Bids shall remain valid for the period of 120 days, as specified in NIT, after the Bid submission deadline date prescribed by the Tendering Authority. A Bid valid for a shorter period shall be rejected by the Tendering Authority as non-responsive Bid.
- In exceptional circumstances, prior to the expiration of the Bid validity period, the Tendering Authority may request Bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its Bid. The request and the responses shall be made in writing.

### ***6.9 Earnest Money Deposit (EMD)***

- The Earnest Money Deposit (EMD) is Rs. 5,000/- (Rupees Five Thousand only) (Exemption available as per GR dated 01.12.2016, issued by Industry, Energy and Labour Department, GoM.)
- Every Bidder, if not exempted, participating in the Bidding process must furnish the required EMD as specified in the NIT;
- Government of Maharashtra and Central Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the EMD. Receipt of EMD or Registration Certificate 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 of a Bidder lying with MERC in respect of other Bids awaiting decision will not be adjusted towards EMD for the fresh Bids. The EMD originally deposited may, however, be taken into consideration in case Bids are re-invited.
- 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 (without interest) 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;

#### ***6.10 Deadline for the Submission of Bids***

- Bidders must submit the Bids online at e-Tendering website as indicated in the NIT OR 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.

#### ***6.11 Format and Signing of Bid***

- The Bid forms/templates/annexure, etc., wherever applicable, shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign each and every documents, 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 must submit their Bids online at e-Tendering portal only. 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.

#### ***6.12 Withdrawal and Re-submission (Substitution) of Bids***

- Only before the deadline of the bids, if permitted by the Tendering Authority, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Tendering website under the section “e-Tendering Toolkit for Bidders”;
- Bids withdrawn shall not be opened and processed further.

### ***6.13 Bid Opening/ Opening of Tenders***

- The designated Committee will perform the Bid opening, which is a critical event in the Bidding process;
- The Tendering Authority shall conduct the Bid opening at the address, date and time specified in the NIT;
- All the Bids received up to the specified time and date in response to all the Bid inquiries shall be opened by the members of the designated Committee at the specified place, date and time in the presence of Bidders or their authorized representatives who may choose to be present. Alternatively, the Bidders may also view the Bid opening status/ process online at e-Tendering website;
- All the documents comprising of technical Bid/ cover shall be opened and downloaded from the e-Tendering website;
- All the technical Bid covers, except the commercial/ financial cover, shall be opened one at a time, and the following read out and recorded: the name of the Bidder; the presence of the EMD and any other details as the Tendering Authority may consider appropriate;
- The Tendering Authority shall prepare a record of the Bid opening that shall include, at a minimum: the name of the Bidder and EMD. The Bidder's representatives who are present shall be required to sign the attendance sheet;
- The commercial/ financial cover shall be kept unopened and shall be opened later on the date and time intimated to the Bidders who qualify in the evaluation of technical Bids.

### ***6.14 Guiding Principles for Evaluation of Bids***

- The Tendering Authority 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's qualifications and proposed solution submitted by the Bidder;
- A Bidder 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 Goods 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 to 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.

### ***6.15 Evaluation of Technical Bids***

The technical evaluation shall be completed by the designated Committee as early as possible after opening of technical Bids. It shall examine the Technical Bids by evaluating the eligibility documents.

- Only those Bidders, who qualify Technical bids/documents, shall be declared as qualified for evaluation of their “Financial Bid”.
- Bids of organizations which are eligible will be considered for the technical evaluation.
- The firms which would not qualify in technical evaluation will be intimated. The financial Bid will be returned unopened and EMD refunded after completion of the Bid process i.e. award of the contract to the best/ successful Bidder.

### ***6.16 Evaluation of Financial Bids***

- The financial Bids / cover of Bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the designated Committee in the presence of the Bidders or their representatives who choose to be present. Alternatively, the Bidders may also view the financial Bid opening status/ process online on e-Tendering website;
- The process of opening of financial Bids/ covers shall be similar to that of technical Bids;
- The names of the firms and the rates given by them shall be read out and recorded in Tender opening register;
- 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 as per law of the Central/ State Government/ Local Authorities.

### ***6.17 Clarification of Bids***

- To assist in the examination, evaluation, comparison and post qualification of the Bids, the Tendering Authority may, at its discretion, ask any Bidder for a clarification of his Bid. The Tendering Authority’s request for clarification and the response shall be either in writing or by uploading the details on the websites mentioned in the NIT;
- Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Tendering Authority shall not be considered;
- No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Tendering Authority in the evaluation of the Commercial/ Financial Bids.

### ***6.18 Comparison of Bids and Determination of the Best Value Bid***

The Tendering Authority shall compare responsive Bids of all eligible Bidders to determine the best value Bid, in accordance with the evaluation criteria given in this RFP.

### ***6.19 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;
  - Negotiations shall not make original offer of the Bidder ineffective.
- Negotiations shall be conducted with the best value Bidder only and by information given in writing with a minimum period of 3 days shall be given for response in writing and in sealed cover. In case of urgency, the Tender Sanctioning Authority may reduce the notice period for negotiations provided the Bidder receives the information regarding holding negotiations;
- In case the best value Bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the Committee may decide to make a written counter offer to the best value Bidder. If the best value Bidder does not accept the counter offer given by the Committee, the Committee may recommend rejecting the Bid or may repeat the process to make the same counter offer to second best value Bidder and so on to third, fourth best value Bidder, etc. till a Bidder accepts it.

### ***6.20 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.

### ***6.21 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, in writing, that its Bid has been accepted;
- The Tendering Authority shall award the Contract to the Bidder 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 Bidders 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. 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 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 is executed. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- No interest will be paid by MERC on the amount of EMD.

### ***6.22 Confidentiality***

- Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award;
- Any attempt by a Bidder 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 wishes to contact the Tendering Authority on any matter related to the Bidding process, he may do so in writing.

### ***6.23 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, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified;
- A Bidder may be considered to be in a conflict of interest if the Bidder 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, or influence the decisions of the Tendering Authority regarding this Bidding process.

### ***6.24 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.

### ***6.25 Signing of Contract***

Promptly after notification of Award, the Tendering Authority shall send to the successful Bidder 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 shall sign, date, and return the Contract Agreement to the Tendering Authority.

### ***6.26 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 Bidders and on the respective websites;
- Allow a Bidder to change its technical Proposal if the same opportunity is given to all Bidders 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;



- 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.

### ***6.27 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 in the Constitution of the Firm, etc. shall be notified forthwith by the Service Provider in writing to the Tendering Authority and such 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 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's 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 shall not assign or sub-let his Contract or any substantial part thereof to any other agency without the permission of Tendering Authority.

## ***7 Terms and Conditions of Tender***

### ***7.1 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 as specified in the commercial quote of the bidder, 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 as set forth in the RFP.

## ***7.2 General Conditions of the Bid***

### ***7.2.1 Governing Law***

The Contract shall be governed by and interpreted in accordance with the laws applicable in Maharashtra State unless otherwise specified.

### ***7.2.2 Taxes & Duties***

- The Income Tax, and any other applicable taxes, 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;

### ***7.2.3 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;

### ***7.2.4 Sub-contracting***

- The Bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

### ***7.2.5 Force Majeure***

- The Selected Bidder shall be liable for forfeiture of its Bank Guarantee 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 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. 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 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 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 on similar lines.

### **7.2.6 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 30 days sent to the Selected Bidder, terminate the contract in whole or in part;
  - If the Selected Bidder 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 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, 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 commits breach of any condition of the Contract; or
  - If the total penalty levied on the selected bidder in a quarter exceeds 10% of total billing in that quarter.
- If MERC terminates the Contract in whole or in part, amount of Bank Guarantee 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 30 days to the Selected Bidder, if the Selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MERC.

- ***Termination for Convenience***

- MERC, by a written notice of at least 30 days sent to the Selected Bidder, 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 under the Contract is terminated, and the date upon which such termination becomes effective;
- Depending on merits of the case the Selected Bidder 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.

### **7.2.7 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 representation so received shall be examined by the concerned Committee which sanctioned the tender. The Committee may take legal advice of a counsel and then examine the representation. The Selected Bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the Selected Bidder;
- **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a Contract shall be settled by a competent court having jurisdiction over the place where the Agreement has been executed and by no other court.

**ANNEXURE – I**

Cover Letter Format (In letter head)

TENDERER PARTICULARS FOR TENDER NO: .....

To,

Secretary,  
Maharashtra Electricity Regulatory Commission,  
13<sup>th</sup> Floor, Center-1, World Trade Center,  
Cuffe Parade, Mumbai 400 005

Dear Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ hereinafter called “The Tenderer” and having visited the office and examined the Scope of work, Specifications, Schedules and the tender document for “Empanel of Advertising Agency for publishing Public Notice, Tender Notice and Recruitment Advertisement of Maharashtra Electricity Regulatory Commission.”

I/ we here by submit my/our offer as follows:

- (a) Technical Bid– along with necessary Annexure and documents as per RFP
- (b) Financial Bid– part of the tender document.

02. I hereby undertake to abide by various terms and conditions contained in your TENDER No: \_\_\_\_\_ Copy, duly signed, enclosed). We understand that MERC reserves the right to,

- a) Amend the scope of tender
- b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
- c) We agree that the MERC will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action.
- d) I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

03. I also express my willingness to sign the contract incorporating the Standard terms and special conditions of the contract as contained in the Tender.

Yours Sincerely

**Date:**

**(Sign. with Name, Designation and Seal of the Agency)**

(Digital Signature of the Owner/ Bidder/ Authorized signatory and please indicate capacity which digitally signed Viz. on own behalf or as Power of Attorney or Authorized signatory of the owner. Please also include the contact No. and address in the Place).

Note:-Please upload Scan copy of this letter with technical bid.

## Annexure - II

### TECHNICAL BID

(To be enclosed in a separate sealed envelope)

1. **Name of the Agency:**
2. **Accreditation with INS:**
3. **Date of commencement of business:  
(Incorporation Certificate)**
4. **Good & Service Tax  
Certificate: (With Challans)**
5. **Shop & Establishment Certificate:**
6. **An Affidavit for never been barred by any Govt./ PSU:**
7. **Approx. annual Turnover (in lacs):**                      2014-15                      2015-16                      2016-17  
**(To be supported by IT Returns and**                      .....                      .....                      .....  
**Company PAN Card)**
8. **Total number of staff in the Agency:**                      a) Skilled-                      b) Unskilled-
9. **EMD ( with details):**
10. **Details of Empanelment of Advertising Agency  
have been provided by the Bidder during last three  
years, in Government / Private Sector/PSU:**
11. **Any other information (Please attach separate sheet if necessary):**
12. **Undertaking:** The agency must enclose an undertaking in the Performa given on next page or on its letter head duly signed by the responsible person.

**Date:**

**(Sign. with Name, Designation and Seal of the Agency)**

**Note:**

- All the technical condition will be the qualifying criteria.

- Attested copies of Certificate /Order/ Letters to be uploaded in support of all claims made in this form.

**Enclosures:**

- 1) Undertaking
- 2) Any other documents

**Undertaking –I:**

I/ WE, M/s (*name of Advt. Agency*) submit this undertaking that if selected, we will abide by the following condition:

- i. Except advt. bills of newspaper, we will not charge on any account. If any Newspaper gives any discount on account of Artwork, the same will be passed on to the Advertiser.
- ii. It will be our responsibility to translate the matter provided by MERC office also to prepare artwork of the material given by our offices at our cost before passing on it to press, to ensure that minimum space is utilized by the publication without affecting the results desired from such advertisement.
- iii. I/We will collect advertising material on the same day/next morning on intimation from Mumbai office.
- iv. It will be our responsibility to procure suitable space in the newspaper on the desired dates.
- v. I/We will check the material and ensure its accuracy as per the Company guidelines. For mistakes, a corrigendum will be inserted at our cost, apart from your rights to levy penalty at your discretion.
- vi. I/We accept the condition of Tax Deduction at Source (TDS) as applicable.
- vii. I/We are willing to furnish a Bank Guarantee of Rs. 50,000/- (Rupees Fifty Thousand Only) as Security Deposit to the MERC Office.
- viii. I/We will pay the penalty charged by the Advertising issuing authority in case of delay in publication or for mistake or non-publication of advertisement as follows:
  - ix. **Penalties:**
    - a) For delay in publishing the advertisement, the penalty may be invariably charged as follow:
      - i) For delay without prior permission of the concerned office: Rs. 500/- per day per newspaper up to two days only.
      - ii) In case of delay beyond two days prior permission, no payment of advt. bill will be made.
- x. The right to reject or all bids or to change the condition without assigning any reason is reserved with MERC.

- xi. I/We will not drag the MERC in any dispute/ controversy between our agency and any newspaper or any other organization.
- xii. I/We will not withdraw our offer any time during the year.
- xiii. I/We will not object if the contract is given for a period less than one year or it is given to more agencies.

**(Sign. with Name,  
Designation and Seal  
of the Agency)**

**Date:**

### **Annexure- III**

Format for submission of details of Empanelment of Advertising Agency during last three years,  
in Government / Private Sector/PSU

Sr. No.	Name of the Client alongwith address and contact details	Period of Contract			Remarks Completed
		From	To	Years	

Note:

Copy of Work Completion Certificates alongwith Certificate of appreciation, if any, should be furnished for each of the Projects. For ongoing projects copy of Work Order should be attached.

Signature:

Name of Authorized Representative

Date:

Place:

Seal:

\* The bids are liable to be rejected in case of failure to comply with any of the above requirements.



## Annexure –IV

### Details Regarding Annual Turnover

#### Annual Turnover

S. No.	Financial Year	Annual Turnover in Rupees (Lacs)
1	2014-15	
2	2015-16	
3	2016-17	

Copies of the Audited / Certified Balance Sheet (by Chartered Accountant and P & L account (by Chartered Accountant) for the years 2014-2015, 2015-2016 and 2016-2017, establishing the turnover criteria should be submitted.

Place :

Date :

Signature of the Tenderer with seal

\* The bids are liable to be rejected in case of failure to comply with any of the above requirements.

**Annexure -V**

***Self-Declaration – No Blacklisting***

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: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

## ANNEXURE - VI

### Pre-Bid Queries Format

**Name of the Company / Firm:**

**Name of Person(s) Representing the Company/ Firm:**

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

**Query / Clarification Sought:**

S. 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. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.

## Annexure –VII

### FINANCIAL BID

Name and Address of the Agency :

Sr. No.	Particulars	Details to be filled by the Agency
A	Please indicate the discount offered in the terms of percentage over and above the discount structure offered by the Newspaper Agencies. <b>(for DGIPR rates)</b>	Offer in Percentage _____%
B	Please indicate the discount offered in the terms of percentage over and above the discount structure offered by the Newspaper Agencies. <b>(for DAVP rates)</b>	Offer in Percentage _____%

**Guidelines to fill up the Financial Bid:**

1. All rates should be in per sq. cm.
2. Rates shall be valid during the terms of empanelment.
3. Cost to include agency's commission.
4. All taxes as per government rules.

**Note: For e.g. if DAVP / DGIPR rate for an advertisement is Rs.100 per sq.cm. and the agency has quoted a 10% discount rate, a payment of Rs.90 per sq.cm. shall be payable to the agency. TDS shall be calculated on the payable amount and payment made accordingly.**

Date:

(Sign, With Name, Designation and Seal of the Agency)

(Note: The benefits offered must be applicable throughout the year).