

MAHARASHTRA ELECTRICITY REGULATORY COMMISSION



Request for Proposal for Development of Web based Monitoring system and a Mobile App (Android & iOS) for “Monitoring and evaluation system for Project Capital expenditure Schemes and FAC proposals”

Date 09-10-2020

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

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Section 1: Notice Inviting Tender (NIT)

1.1. Introduction

- The Maharashtra Electricity Regulatory Commission (**MERC**) established on 5 August, 1999 under the Electricity Regulatory Commission Act, 1998, a Central Act which was superseded by Electricity Act, 2003 (**EA 2003**).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 the 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.

1.2. Project Background

- Currently Electricity Utilities submits their Project Capital Expenditure (**Capex**) and Fuel Adjustment Charges (**FAC**) proposals in Excel and PDF format to MERC. In case of Capex Proposals, information regarding tracking the proposal submitted and approvals given by the Commission in a year is maintained in Excel formats. Also, the projection given by the Utilities during the Multi Year Tariff (**MYT**) filing for their actual progress are not able to be tracked. Further, the methodology for computing the impact on Tariff, Interest During Construction (**IDC**) and other parameters varies from utility to utility. Similarly, in case of FAC formats, it is not able to track the amount of FAC claimed/approved during the year.
- MERC wish to develop a web-based monitoring system and Mobile App (Andriod & iOS) for capturing, monitoring and analysis of Capex and FAC proposals (Monitoring and evaluation system for Capex Schemes and FAC). Using this portal/ App, standard Formats / Templates (forms) will be developed for capturing the data from all the utilities using proposed web-based software. Then using the said application different reports can be generated (Analysis of the Data), which will assist the Commission in taking their decisions.
- Using this proposed web-based portal and app, the Users (with login credentials) will be created by MERC. The Utilities can submit their relevant data through authorized login to MERC using this web-based portal/App.
- MERC invites Request for Proposals (**RFP**) from reputed, competent and professional Firms that meet the minimum eligibility criteria as specified in this RFP to develop a web based monitoring system for capturing, monitoring and evaluation of Project Capex and FAC proposals at MERC.
- The interested Firms 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 the MERC website and from the '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.
- Bidders 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 bidders are advised to check the prequalification criteria before submitting the RFPs.

1.3. 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 RFP for development of a web portal and a Mobile App (Android & iOS compatible) for Monitoring and evaluation system for Capex Schemes and FAC proposals.
- The complete RFP document has been published on the Government of Maharashtra's e-Tendering website <http://mahatenders.gov.in/nicgep/app>.
- Bidder 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 Bidders must procure Digital Signature Certificates (DSC: class II or class III) in accordance with the IT Act 2000. Bidder 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 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 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.
- MERC disclaims any factual/or other errors in this document (the onus is purely on the individual Bidder to verify such information) and the information provided herein is intended only to help the Bidder to prepare a logical bid proposal.

1.4. Notice Inviting Tenders (NIT)

Sr. No.	Particulars	Details
1	Cost of Tender Document	Rs 10,000 (Non-Refundable)
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 (9 October, 2020)
6	Last Date of Submission of Queries	20 October, 2020 up to 1700 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	21 October, 2020 at 1500 Hours will be conducted through Video Conference
8	Last Date of Submission of Bids	29 October, 2020 up to 1700 Hours
9	Date and Time of Opening of Bids	2 November, 2020 at 1130 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 reserved right to accept or reject any or all tenders without giving any reason thereof.

1.5. Pre-Qualification Criteria:

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder 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	Annual turnover of the Bidder over the last three financial years, i.e. from FY 2017-18, 2018-19 and 2019-20 (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	The Bidder must have completed at least 3 years of operation in the field of web application/software development in a Power Sector Utilities/Government organization such as Govt of Maharashtra (GoM) / Govt of India (GoI) /PSU of GOM or GoI in last three years. And Minimum of 3 such work orders to be submitted.	Work Orders + Self Certification of Completion of Project or certification from competent authority regarding satisfactory completion of the projects.
4	Year of operation in the area of Software development	The Bidder shall be operating for last three years in the fields of Software development.	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 by any State or Central Government or UT or PSU in India are not allowed to bid.	A self-certified letter as per Annexure 5 of the RFP
6	Manpower requirement	At-least 50 working professionals with hands on experience in Developing web portal software/App.	Self-Certification from Bidder along with names of Resources and their qualification and expertise.
7	Office in Maharashtra	The Bidder shall have registered or service provider office in the State of Maharashtra	Copy of Registration / License from Competent Authority.
8	Certification	The Bidder should have at-least ISO/ CMMi level 3 Certified.	Copy of the certificate from competent Authority.

1.6. RFP Submission Process

- **Raising of queries/clarifications on Request for RFP document:** The prospective Company/Firms for the sake of brevity hereinafter referred as ‘bidder’ 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 at least 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)

2.1. Overall Scope of Work

MERC wish to develop a web portal and Mobile App (Android & iOS compatible) for Monitoring and evaluation system for Capex Schemes and FAC proposals. The scope of work of the development of web portal application/ compatible to android and ios mobile OS can be divided into the following parts

– Capex Monitoring and FAC Approval:

- a. The bidder must develop and deliver the application software for proposed web-based monitoring system keeping in view objectives of the project mentioned above for project capital expenditure, project execution and FAC proposals.
- b. The software application must be capable of facilitating
 - Input system from utilities for monthly up-dation of progress data for approved projects and FAC
 - Database creation for approved projects of all utilities and FAC proposals for Distribution utilities
 - Review, Analysis and MIS report generation for the purpose of performance evaluation by MERC and Regulatory monitoring as per framework of MYT Regulations
 - Deviation analysis, reason for delay and action plan for completion projects as per target set
 - Creation of Dashboard for use of utilities individually and integrated for the use by the Commission
 - Interaction with the utilities for the successful design and development of software for useful suggestion is also important part in the process. User should have draft/trial submission step before final submission of data.
 - Capex Monitoring and FAC templates are attached separately as xls file along with the desirable deliverables. (**Anexure-1**)

The bidder must deliver MIS / Performance evaluation/ Monitoring report as listed below but not limited to them. The application should also provide for flexible/ dynamic output on need-base review and analysis to support decision making.

2.1.1. List of deliverables / MIS report for Capex Monitoring:

- 1) A summary of capex schemes in terms of Dashboard available to MERC and Utilities.
- 2) Review of physical progress of project execution and deviation report
- 3) CBA report of the completed scheme
- 4) Time overrun report for 1 to 5 years delay and above 5 years delay
- 5) Review of Capex- utility wise and all utilities
- 6) Review of financial performance- Capex and deviation/exception report
- 7) Reasoning analysis report for time/cost overrun project
- 8) Action plan review for delayed projects

- 9) Tracking report for physical and financial achievements for the focused overrun projects
- 10) Alarming /Message / Email in case of violation of timelines etc
- 11) Any other Quarry base report as per need of specific analysis

2.1.2. List of deliverables / MIS reports for FAC:

- 1) Detailed FAC report presently approved by the Commission along with Tables contained and justification therein. (will be shared with the successful bidder at the time of User Requirement Specification/System Requirement Specification.)
 - 2) FAC approval summary note presently being put up to the Commission
 - 3) Dashboard shall be available for Utility as well as Commission
 - 4) Summary Sheet of FAC approval (At Utility as well as Commission Level)
 - 5) Power Purchase Cost (Source wise, Variation in cost, Month-wise and year-wise)
 - 6) The comparison of the Power purchase as per the MoD rate vis a vis actual procurement along-with the reasons for the deviation from the MoD (such as coal shortage, water shortage, etc. if any) and cost impact of such deviation from MoD
 - 7) Sales (month wise, year wise and Variation respect to approved)
 - 8) Distribution Losses (Month-wise, year-wise and cumulative)
 - 9) FAC amount and (Per Unit FAC Rate Claimed and Approved, Balance in FAC Fund)
 - 10) Comparison between Licensee about Power Purchase cost Source wise, FAC claimed/approved and Sales per month etc.
 - 11) APPC Month wise/ year wise and variation against approved.
 - 12) The formats shall provide adequate provision for providing "remarks" by utilities
 - 13) Need based analysis as a flexible report for specific review
 - 14) Graphical representation of various parameters from the FAC summary.
- a. After submission of the Project Capex/FAC format a unique number shall be given for tracking and monitoring in future. (*Ex: FAC/MSEDCL/July, 2020 and CAPEX DPR/MSEDCL/2019-20/001*)
 - b. Submission of Project Capital expenditure Schemes by Utilities for in principle approval formats (DPR Format copy attached as separate copy details such as location, date of LOI, District of Scheme, Board approval)
 - c. Migration of old data which is available in Excel/PDF format.
 - d. The MERC users shall able to check quarterly monitoring of the progress of the approved/Pending schemes of Generating, Transmission and Distribution utilities prior to 2016-17 (i.e. Prior to 3rd MYT Control Period) and for 3rd MYT Control (FY 2016-

17 to 2019-20) and for 4th MYT Control Period (FY2020-21 to 2024-25), and for all future period.

- e. Monitoring of the FAC of the Distribution Licensees as per formats given under FAC Guidelines dated 20 April 2020. (FAC guidelines dated 20 April, 2020 available as PDF)

2.1.3. Processing of FAC and Capex Schemes through Web Portal Application

MERC internal Process flow for approval of Project Capital expenditure schemes and FAC with following features with Email and SMS at each event.

SMS and Email for the Generating Companies/ Transmission and Distribution licensees after submission/ Returned/approved of the Capex and FAC proposal.

- Scrutiny: Data Gap identification and sending it back to the Utilities, with features such as processed/Data Gap Sent/Rejected within the stipulated time monitoring with reminder facility at every stage.
- Approval: Final Note preparation in the portal by user and forwarding it for approval for higher level.
- Scrutiny at Higher level: Approved/Resubmit/Pl. discuss .(Similar Criteria for 4 levels) With Email and SMS
- Ageing report of Pending Schemes
- In the process of FAC prior approval, Tracking / Trend analysis of FAC on monthly basis for a period of last 3 to 5 years is desirable. The database creation for the same shall be part of the software development task.

- f. Support and maintenance of application for 2 years.

The proposed Web Portal and Mobile APP is to be implemented as a product / package in MERC. The copyright of this product will be with MERC.

2.1.4. Trial period: -

There would be a trial period of two months wherein both offline and online submission of FAC would be continued and the correct working of FAC Web Portal and APP would be tested. Any changes required based on observations noted in trail run would be undertaken by the successful vendor.

2.2. Web Portal and Mobile APP development and Implementation

- Development of the Project Implementation plan
- Business Requirements and Process Study
- Installation, Configuration & Development of application
- Application Testing
- Quality Review
- Project and Product Documentation
- Security Audit

2.3. Coordination with IT Vendor for Hosting of Application

- Hosting on Cloud as per GoM GR

2.4. Training and Capacity Building

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

2.5. 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

2.6. Operations and Maintenance

- Provision of help desk software.
- 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

2.7. Application Development and Implementation

2.7.1. Development of the Project implementation plan

Upon award of the Contract, the selected bidder 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

2.7.2. Business Requirement and process study

- Selected Bidder 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/Cells 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.).

2.7.3. Development of Application

- Based on the approved System Requirement Specification, the Selected Bidder will undertake the system configuration. MERC may agree to modify the requirement mentioned in this document in light of suggestions made by Selected Bidder. However, MERC completely reserves the right to agree or not to agree to any changes suggested by Selected Bidder.
- The Scope of Work (**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 bidder.
- All such identified changes shall also form part of the desired functionalities and shall be included in the ‘Scope of Work’ without any additional financial

implications during the implementation period. The selected Bidder may, if so required, include the add-ons or modules to fulfill the 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 bidder.
- Selected Bidder has to design and implement the requisite user authorization (for MERC users and Utilities) 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 Bidder may set up Project Management Cell at MERC for carrying out Development of the software. This cell will also coordinate with Cloud Service provider for hosting the Web application in the cloud.
- The selected Bidder may use open source technologies for web portal and app development which are best suited to this project after consultation with MERC.

2.7.4. Application Testing

- The selected bidder 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 bidder shall obtain the sign-off from MERC on testing approach and plan (inclusive of Test cases). The selected bidder 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 selected bidder 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 bidder.
- The selected bidder shall provide and ensure all the necessary support for the conduct of the User Acceptance test. The Selected bidder shall share the test cases and demonstrate the testing procedure to the identified employees.
- The selected bidder shall fix the bugs/errors found during the testing, document the results of the testing and submit a report to MERC.

2.7.5. Quality Review and Security Audit

2.7.5.1. 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

2.7.5.2. Security Audit

- The selected bidder 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 bidder through a Cert-In empaneled Firms/Agencies.
- It will be the responsibility of the selected bidder 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.

2.7.6. Project and Product Documentation

- The selected bidder will provide detailed final system documentation for reference to MERC. Selected bidder 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 bidder 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.

2.7.7. Product Upgrade

At any point during performance of the Contract, should technological advances be introduced by the selected bidder for Information Technology originally offered by the selected bidder in its bid and still to be delivered, the Selected Bidder 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.

2.7.8. Hosting of the Application

2.7.9. Specifications

- Hosting of the application will be done as per the GoM GR dated 04 August, 2018 for cloud. However selected bidder has to coordinate with Cloud service provider for hosting of application.

2.7.10. Network connectivity

- Selected bidder has to coordinate with the Cloud service provider and suggest the required bandwidth for accessing the application with minimum latency.

2.7.11. Training and Capacity Building

- The selected bidder 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 or through Video Conferencing.
- The Training program would be split into series of sessions for different user groups and across functional areas of the Solution.

2.7.12. User Support and Maintenance of the web based monitoring system for 2 years

2.7.12.1. Application monitoring and Compliance to Service Level Agreements

It is the responsibility of the selected bidder to:

- Monitor the Web portal and Mobile APP on a day-to-day basis to ensure that it functions reliably.
- Monitor application (Web and Mobile App) 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 bidder 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 bidder 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 bidder shall submit a document on the performance of the application against the desired SLA on a Quarterly basis.

2.7.12.2. Application support including modifications and integration with future systems

The scope of selected bidder 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.

2.7.13. **Bugs / Errors Fixing**

- The selected bidder 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 bidder 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 bidder 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.

2.7.14. **Software Change and Version Control**

- The selected bidder 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 bidder 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 bidder shall obtain approval from MERC for all the proposed changes before implementation of the same into production environment.
- The selected bidder 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.

2.7.15. **Operations and Maintenance**

- The selected bidder 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).

2.7.16. **Help Desk Services**

- The selected bidder 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.

2.7.17. **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.

2.7.18. **Storage, Administration & Management Services**

- Management of storage environment to maintain performance at desired optimum levels.

- Development of storage management policy, configuration etc.

2.7.19. **Warranty, ATS and Annual Maintenance Contract**

- The selected bidder shall require to develop the Web portal and Mobile app (compatible to android and IOS) along with AMC for a period of 2 years. During the AMC period the selected bidder , if required, shall have to deploy the Resources at MERC office to resolve the issues immediately to ensure smooth functioning of the Application.

2.7.20. **Key Personnel Requirement**

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

2.7.21. **Application Development**

- Selected bidder 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.

2.7.22. **Handholding support**

- In case more manpower is needed to meet the service level, the same shall be provided by the selected bidder

2.7.23. **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 of Web portal and Mobile APP 	a) Finalized Project plan b) Finalized Inception Report	T0 + 1 week	

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 + 2 week	20% (against completion of activity no. 3)
4	Application Development of Web Portal and Mobile APP	-	T0 +9 week	
5	System Testing	Unit and Integration testing reports	T0 + 10 week	
6	UAT Completion	As per the Final approved SRS.	T0 + 11 week	20%
7	Go Live of Web portal and Mobile app	After Hosting application in cloud	T0 + 12 week	60%
8	Post Go-live Support	SLA adherence report on a monthly basis	2 Years after Go-Live	Quarterly

2.7.24. SERVICE LEVEL AGREEMENT (SLA)

- This section details the various service levels to be adhered by the selected bidder. The performance of the selected bidder and the payment is linked to the Key Performance Indicators listed in the document.
- **The selected bidder will be required to meet the SLAs specific to**
 - Service Delivery
 - Application Availability/Help Desk
 - Service Request

2.7.25. 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= Rs 10,000 per week
2. For Documents = Rs 5,000 per week

The total penalty would be generated by the product of the above and the number of Weeks delay.

2.7.26. **Correctness of Delivery:**

- Correctness of deliverables would comprise software application as per Scope of Work defined at Para 2.1 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 and Mobile App- The required service level for the application software correctness is:
 - Level-1 errors/ bugs/ defects in the complete application software and app. 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.

2.7.27. 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 = $[(\text{Total Uptime of the Application in a month}) / (\text{Total Time in a Month})] * 100$
- If the selected bidder 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 selected bidder should take at least 7 days prior approval from MERC in writing for the planned outage.

Section 3: Evaluation Criteria and Qualification Criteria

3. Evaluation

3.1. 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 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.

3.2. Guidelines / Principals for Evaluation of Bids

- The Tendering Authority i.e. MERC shall insure 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 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 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 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.

3.3. Technical Evaluation Process

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

3.4. Technical Evaluation Criteria

SN	Criteria	Max Marks	Required Document																				
01	The Bidder should have annual turnover of Rs. 50 Cr. (Rupees Fifty Crores) over the past three financial years (2017-18, 2018-19 and 2019-20) and The Bidder should have positive net worth, as on the last date of latest audited financial year (2019-20).	10	Copy of CA Certificate, Balance Sheet, Profit and Loss and ITR																				
02	Number of Website/Web Portal, APP/Software Applications developed for Power Sector Utilities / Govt. /PSU Organizations/Regulatory Commissions etc. 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> </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	20	Work Order Copy
No. of Projects	Marks																						
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SN	Criteria	Max Marks	Required Document																
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14	14																		
15	15																		
16	16																		
17	17																		
18	18																		
19	19																		
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	Having AMC of Web portal/APP/software for Power sector utilities / for Power Sector Utilities / Govt. /PSU Organizations/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				
No of Projects	Marks																		
1	2																		
2	4																		
3	6																		
4	8																		
5 and above	10																		
05	Strength of Selected bidder 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>50</td><td>5</td></tr> <tr><td>51 to 74 and above</td><td>7.5</td></tr> <tr><td>75 to 100</td><td>10</td></tr> </tbody> </table>	No. of IT Professionals	Marks	50	5	51 to 74 and above	7.5	75 to 100	10	10	Undertaking from HR								
No. of IT Professionals	Marks																		
50	5																		
51 to 74 and above	7.5																		
75 to 100	10																		

SN	Criteria	Max Marks	Required Document
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.

3.5. Financial Bid Evaluation

- The Financial Bids of technically qualified Bidder 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 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 as per law of the Central/ State Government/ Local Authorities.

3.6.Method of Selection

- Quality and Cost Based Selection (**QCBS**) **method** 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

4. Instructions to Bidder (ITB) & Bidding Process

4.1. 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.

4.2. 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.

4.3. Pre-Bid Meeting

- The Bidder or its official representative (not more than two representatives per Bidder may attend the pre-bid meeting through video conferencing 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 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.

4.4. 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 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;

4.5. Documents Comprising the Bid

- A two stage-two envelope/cover system through www.mahatenders.gov.in/nicgep/app shall be followed for the Bid –
 - Technical Bid (including the eligibility & technical documents)
 - Financial Bid
- 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.
- 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.

4.6. 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.

4.7. **Language of Bid:**

- The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidders]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.

4.8. **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.

4.9. **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 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.

4.10. **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;

4.11. **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 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.

4.12. **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, 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 and his Performance Security Deposit (PSD) is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

4.13. **Confidentiality**

- Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of Contract award, shall not be disclosed to Bidder 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.

4.14. **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, 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.

4.15. **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.

4.16. **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.

4.17. **Performance Security Deposit (PSD)**

- Within fifteen (15) days of the receipt of notification of award from the tendering authority, the selected Bidder shall furnish the Performance Security Deposit (PSD) @ 10% of the total agreed/ ordered project value.
- Failure of the selected Bidder 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 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, the EMD may be adjusted in arriving at the amount of the PSD;

4.18. **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 and on the respective websites;
- Allow a Bidder to change its technical Proposal if the same opportunity is given to all Bidder 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. The selected bidder shall have not any right to implement/ transfer / customize the software to any other third party. The Selected bidder shall not modify, translate, reverse engineer, decompile, create derivative work or otherwise attempt to derive the source code based upon this product / package.

4.19. **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 services is observed, then MERC shall issue a notice to the selected Bidder seeking reply for delay in delivery. The selected bidder shall reply to the notice within 5 days after receipt of written notice, giving reason for delay.
- 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 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 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 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.

4.20. **Liquidated Damages**

4.20.1. 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 but limited to 25% of the cost of assignment.

4.21. Indemnity Clause: The selected bidder shall keep the Commission, indemnified from any damages, on any account. The selected bidder agrees to indemnify to the extent the damages / losses are finally determined by a competent court.

And that, the indemnities set out in this agreement shall be subject to the following conditions:

- (i) the indemnified party as promptly as practicable informs the indemnifying party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the indemnified party shall, at the cost of the indemnifying party, give the indemnifying party, all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation, and personnel provided that the indemnified party may at its sole cost and expense reasonably participate through its attorneys or otherwise in such defense; If the indemnifying party does not assume full control over the defense of a claim as provided in this clause, the indemnified party may participate in such defence at its sole cost and expense and the indemnified party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the indemnified party will be included in losses.

4.22. Terms and Conditions of Tender

4.22.1. 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 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.

4.22.2. General Conditions of the Bid

- **Governing Law:** The Contract between the parties herein 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.

4.22.3. 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;

4.22.4. 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;

4.22.5. 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 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.

4.22.6. Termination

4.22.6.1. 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, terminate the contract in whole or in part:
- If the selected Bidder fails to deliver any or all deliverables 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 month exceeds 25% of total billing in that month.
- 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, 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.

4.22.6.2. Termination for Convenience

- MERC, by a written notice of at least Thirty (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.

4.22.7. 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 selected Bidder will also be given an opportunity of being heard by the Commission. The Commission's decision over the representation will be final and the same will be conveyed to Selected Bidder;

4.22.8. Arbitration:

Any disputes or differences of any nature whatsoever any claim gross claim counterclaim are set up are regarding any right liability act or omission or account of any of the parties hereto arising out of the in relation to this agreement (other than those in respect of which the decision of any person is why the agreement express to be final and binding) shall be referred to the arbitration as for the provisions of the Arbitration and Conciliation Act, 2015 and amended from time to time. All arbitrations shall be held only in Mumbai. Before going to Arbitrator, time of at least 45 days should be considered for resolving the conflict amicably. The Arbitrator will be appointed with consent of both parties.

- 4.22.9. Governing law:** The contract shall be governed by and construed in accordance with the laws of the Republic of India.
- 4.22.10. Jurisdiction:** Any dispute arising out of this executed contract between the selected Bidder shall have the jurisdiction of appropriate Court in the Mumbai exclusively.

Section 5: Annexures

Annexure 1: Formats

Deliverables as per Scope of Work specified at Para 2.1 of this RFP document. Formats for web portal attached are as below:

1.1. Capex DPR's submitted by Utilities

- 1.1.1. Generation Sample DPR for reference**
- 1.1.2. Transmission Sample DPR for reference**
- 1.1.3. Distribution Sample DPR for reference**

1.2. Capex monitoring format

1.3. FAC Format

- 1.3.1. FAC Sample Format with complete calculation of Discom1 for reference**
- 1.3.2. FAC Sample Format with complete calculation of Discom 2 for reference**

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, 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 bids are 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 No.	Clause	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: -

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: -

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: -

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: -

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, 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”) 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 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 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 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 in respect of the said Tender Document and the decision of the MERC that the Bidder 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 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 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) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.

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 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 Development and implementation of Petition e-filing Software at Maharashtra Electricity Regulatory Commission (MERC).

Dear Sir,

We, the undersigned, offer to provide the services for Development 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 figures*] _____]. This amount is exclusive of the all taxes, duties etc.

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address: Seal:

Financial Proposal Submission Format:

Sr. No	Item-wise amounts (Inclusive of Taxes)	Unit Rate (in Rs.)	Taxes (in Rs)	Total Amount including Taxes (in Rs)
1	Development of Web Portal Application along with app compatible to android and IOS mobile OS, Testing and Implementation Cost as per scope of work (A)			
2	Operation and Maintenance Cost for 2 years after Go-Live (B)			
3	Grand Total for Development of Web Portal Application along with app compatible to android and IOS mobile OS, Testing and Implementation Cost And operations and maintenance inclusive of Taxes(A+B)			
Grand Total in Words:				