



महाराष्ट्र विद्युत नियामक आयोग

Maharashtra Electricity Regulatory Commission

Tender Reference Number: MERC/ADMIN/2023/003

Tender ID: 2023_MERC_962324_1

Title: Request for Proposal / Terms of Reference / Notice Inviting Tender for empanelment of Technical Consultants

Clarification with respect to pre-bid queries and queries received during pre-bid meeting.

The clarifications with respect to pre-bid queries and query received during pre-bid meeting are as follows:

Sr.No.	Clause No./ Clause of existing Tender document	Queries / Clarification Requested	Clarification / Changes made in TOR
1.	3 (c) Eligibility and Qualification Requirement – Turnover Criteria @ Page 6	<p>The Hon'ble Commission in the RFP issued in FY 2020-21 has not specified any turnover criteria for empanelment for wider participation. Energyoptima is empaneled with Hon'ble Commission and has successfully completed multiple assignments in respect of framing Regulations, Tariff Orders and Licence applications, FAC Approvals etc. Accordingly, the Hon'ble Commission may consider exemption of turnover criteria for the existing empaneled Consultants.</p> <p>or in the alternative</p> <p>The minimum average annual turnover for last three years to be reduced to Rs 1 Crore</p>	<p>In order to ensure wider participation in the tender and in accordance with the CVC Guidelines which allows the turnover criteria to be 30% of the estimated cost, the request of the bidders is accepted. The eligibility criteria is revised as follows:</p> <p>"3. Eligibility & Qualification requirement The Consultancy firms / Institutions intending to bid for empanelment shall fulfill the following eligibility conditions and shall provide satisfactory evidence towards the following: ... c) The consultancy firm / institutions should have minimum average annual turnover of Rs. 1 crore for last three years."</p>
2.	Tender Fees/EMD	<p>The Hon'ble Commission to clarify if Tender Fees and EMD is to be paid by companies categorised under MSME and have certificate of MSME registration from the relevant statutory Authority</p>	<p>The micro and small enterprises as defined as per MSMED Act, 2006 having valid registration certificate are exempted from paying EMD and Tender Fees.</p> <p>Accordingly and as allowed previously in 2021 tender process exemption is allowed and same is mentioned as allowed on e-procurement system Government of Maharashtra.</p>

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3.	<p>List of Tasks proposed to be assigned: PART-IV: Other functions under Electricity Act, 2003, and standards for quality service by licencees</p> <p>6. Assisting in legal matters/Court Cases (APTEL/High Court/Supreme Court)</p> <p>PART-VI: Issue of Licences for transmission, distribution and trading of electricity</p>	<p>Requesting to clarify the scope to be covered for Assistance in legal matters/ Court Cases (APTEL/High Court/Supreme Court).</p> <p>The Consultants shall be able to help the Hon'ble Commission as a regulatory advisor. However, provision of any legal advice shall depend on the detailed scope of work for the assignment. Please clarify if onboarding of legal sub-consultant shall be allowed depending on the scope of work for the assignments related to assistance in legal matters</p>	<p>The present tender is for empanellement of Firms /Institutions for various Technical tasks. Also, there would be separate empanelment of legal consultants. Hence, as such the proposed bidders are not expected to onboard legal sub-consultant. The scope of assisting in legal matters /Court Cases (APTEL/High Court/Supreme Court) would be limited to provide technical inputs while preparation of the counter replies on the Writ Petitions/Appeals filed against the Commission's Orders/ Regulations.</p>
4.	<p>Clause 6: Deviation</p> <p>6.2 The Bidder shall make in his Bids such disclosures as may be required to ascertain that it has no conflicting interest in undertaking the proposed assignment</p> <p>7.7 Conflict of Interest</p> <p>The Consultant appointed by the Commission, shall in no case represent or give opinion or advice on the specific matters covered in the ToR <u>simultaneously or concurrently to any</u></p>	<p>Requesting to confirm if the conflict of interest do not arise if the Consultant is engaged in projects with clients such as MAHADISCOM, MAHATRANSCO, MAHAGENCO, MSEBHCL, Independent Power Producers (IPPs) for RE tariff determination etc.</p> <p>Further, the involvement of the Consultant with the ongoing projects can be informed to the Hon'ble Commission for the evaluation of Conflict of Interest.</p>	<p>At the time of accepting an assignment from the Commission, the successful bidder has to inform the Commission about any direct/indirect conflict of interest.</p>
5.	<p>General Conditions of Contract</p> <p>7.4 The Consultants shall keep the Commission and all the concerned Utilities to be visited, indemnified from any damages, on any account. The consultant agrees to indemnify to the extent the damages / losses are finally determined by a competent court or arbitration." And that "The indemnities</p>	<p>The indemnities mentioned as the clause 7.4 of the General Conditions of Contract is very wide. The Consultant should be only liable for indemnities which are judicially determined and solely attributable to the Consultant.</p>	<p>Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.</p>

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6.	<p>Confidentiality of data and documents</p> <p>7.6 The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the Commission shall remain with the Commission. No one shall utilise or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Commission, without the express written consent of the Commission. The Consultant shall be bound to hand-over the entire set of records of assignment to the Commission before the expiry of the contract and before the final payment is released by the Commission.</p>	<p>The Consultant can give the ownership of deliverables to the Hon'ble Commission, but it is essential to resolve any pre-existing intellectual property rights (IPR). Considering this we propose below modification to the clause:</p> <p>“Upon expiration of the Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant/ Vendor/ Bidder/ Contractor shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Pre-existing of the Consultant/ Vendor/ Bidder/ Contractor’s IPR in the deliverables will still vest with the Consultant/ Vendor/ Bidder/ Contractor. Notwithstanding the foregoing, the Consultant/ Vendor/ Bidder/ Contractor retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant/ Vendor/ Bidder/ Contractor may use or develop in connection with this Contract. The Consultant/ Vendor/ Bidder/ Contractor is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Consultant/ Vendor/ Bidder/ Contractor.”</p>	<p>Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.</p>
7.	<p>Award of appointment on Contract</p> <p>9.1 Contract Finalisation:</p> <p>9.1.1 - On completion of the evaluation of the technical and financial offers of the Bids received and finalisation of the Successful Bidder/s, the Commission will issue ‘Letters of Intent’ (LOIs) to the successful bidder/s.</p> <p>9.1.2 - Within seven days of receipt of the LOI, the successful bidder(s) shall enter into a Contract with the Commission in the prescribed format (Annexure-III) and by submitting the</p>	<p>Requesting to provide sufficient time for execution of contract. We propose to provide at least 31 days for effectively executing the contract.</p> <p>Requesting to allow to respond within 10 days of receipt of the LOI for confirmation of receipt of LOI.</p> <p>Further requesting to allow at least 21 days for contract review, contract negotiation and logistics.</p>	<p>Based on the request of the bidders, the clause no. 9.1.3 is revised as under:</p> <p>"9.1.3 - If the successful Bidder fails to enter into the said Contract, within 31 days of issue of LoI, the Earnest Money Deposit submitted by the Bidder will be forfeited, and the Commission may exercise its right to invite the next-in-line ‘successful Bidder’ to award him the Contract. The Commission may also exclude the former Bidder from all future assignments/ Tender processes."</p>
8.	<p>Award of appointment on Contract</p> <p>9.1 Contract Finalisation:</p> <p>9.1.3 - If the successful Bidder fails to enter into the said Contract, within 21 days of issue of LoI, the Earnest Money Deposit submitted by the Bidder will be forfeited, and the Commission may exercise its right to invite the next-in-line ‘successful Bidder’ to award him the</p>	<p>Requesting to update the clause with following:</p> <p>If the successful Bidder fails to enter into the said Contract, within 21 days of acceptance of LoI, the Earnest Money Deposit submitted by the Bidder will be forfeited...</p>	<p>Clarified at Sr. No. 7 above</p>

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9.	<p>9.2 Operation of Contract</p> <p>(iv) - The bidder will be allowed for substitution of resource person due to incapacitation of key professional staff for reasons of health, leave or resignation from services. The bidder can also request for addition or augmentation of resources. The substitution and addition of resources will be evaluated based on evaluation criteria followed at the time of original bidding. Rate for the substitution and additional resources will be fixed on the basis of their qualification, experience and technical score and rates will be decided on pro-rata basis in consistent with original resources approved for the bidder. Prior approval is necessary for any substitution or addition of resources.</p>	<p>Requesting to update clause with below mentioned reasons:</p> <p>The bidder will be allowed for substitution of resource person due to incapacitation of key professional staff for reasons of health, leave, death, termination, superannuation or resignation from services</p>	<p>Agreed and the revised clause is as follows:</p> <p><i>9.2 Operation of Contract</i></p> <p><i>(iv) - The bidder will be allowed for substitution of resource person due to incapacitation of key professional staff for reasons of health, leave death, termination, superannuation or resignation from services. The bidder can also request for addition or augmentation of resources. The substitution and addition of resources will be evaluated based on evaluation criteria followed at the time of original bidding. Rate for the substitution and additional resources will be fixed on the basis of their qualification, experience and technical score and rates will be decided on pro-rata basis in consistent with original resources approved for the bidder. Prior approval is necessary for any substitution or addition of resource persons.</i></p>
10.	<p>Termination of Agreement</p> <p>9.3.1 - The Consultant is unable to address the assigned works</p> <p>9.3.2 - Quality of the assigned works is not to the satisfaction of the Commission.</p> <p>9.3.3 - The Consultant fails in timely achievement of the milestones as decided by the Commission.</p> <p>9.3.4 - The Consultant commits any material or persistent breach of its obligations under the contract (which...</p>	<p>Requesting to update the clause with below:</p> <p>9.3.1 - The Consultant is unable to address the assigned works for the reason solely attributable to the Consultant</p> <p>9.3.2 - Quality of the assigned works is not to the satisfaction of the Commission for the reason solely attributable to the Consultant</p> <p>9.3.3 - The Consultant fails in timely achievement of the milestones as decided by the Commission for the reason solely attributable to the Consultant</p> <p>9.3.4 - The Consultant commits any material or persistent breach of its obligations under the contract for the reason solely attributable to the Consultant (which...</p>	<p>Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.</p>
11.	<p>Termination of Agreement</p> <p>9.3.6 - The Commission reserves the right to terminate the contract, by giving fifteen days' notice to the Consultant. In such event, the Contract Security Deposit will stand forfeited.</p>	<p>Requesting to extend the date for notice by Thirty Days</p>	<p>Agreed and the revised clause is as follows:</p> <p><i>"9.3.6 - The Commission reserves the right to terminate the contract, by giving thirty days' notice to the Consultant. In such event, the Contract Security Deposit will stand forfeited."</i></p>

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12.	Termination of Agreement 9.3.8 - The consultant may terminate the agreement by giving at least 30 days' notice. The termination may be accepted on completion of ongoing assignments or as decided on the basis of nature of work to be completed	Requesting to update the clause with below: "The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case • Client does not make the payment to the Consultant • Does not adhere to the arbitration judgement • if Bidder determines that a law, regulation or anything having similar import, or a circumstance (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder."	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
13.	Liquidated Damages 9.4.1 For delay: If the Consultant fails to complete the allotted work within the prescribed time period, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit	Requesting to update the clause with below: For delay: If the Consultant fails to complete the allotted work within the prescribed time period for the reason solely attributable to the Consultant, the Commission may levy liquidated damages at the rate of 0.5 % of the cost of assignment per week, as it may deem fit	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
14.	Liquidated Damages 9.4.2 For errors / mistakes: If the Consultant commits any errors / mistakes in the allotted work, the Commission may levy liquidated	Requesting to provide rectification period. Further, the rate for liquidated damage is very high. Requesting Hon'ble Commission to update the clause	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
15.	Liquidated Damages 9.4.3 The liquidated damages are restricted to 25% of the cost of assignment	Requesting to restrict the liquidated damages to 10% of the cost of assignment	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
16.	Annexure – I We have not taken any deviation from the scope of work or working conditions and confirm compliance to all the conditions specified in the Tender documents/ *We have taken a few deviations from the Tender specifications and details of same are brought out in.....	Requesting to allow updating terms and conditions of Contract to be signed post selection of qualified Consultants	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
17.	Annexure – III Format for Agreement 14 CONFIDENTIALITY OF DATA AND DOCUMENTS: MERC would fully own all final deliverables and output produced for the assignment. The Consultant M/s.....	Requesting to below lines as last sentence of the paragraph: The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.

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18.	Annexure – III Format for Agreement 17 Liquidated Damages	It to note that there is no clause which limits firm's liability. Requesting to incorporate below clause in the contract. “Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses (“Losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
19.	Payment of EMD and Tender Fees	The bank details for submission of EMD and Tender Fees may be provided.	No need to provide the bank details as the Tender document at clause no. 5 clearly provides that EMD and Tender Fees shall be submitted online through e-portal “ https://mahatenders.gov.in ”.
20.	7.4: No Extra Cost	It is requested that a certain price escalation based on the CPI shall be allowed year on year on the price quoted by the bidder for the first year of empanelment.	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
21.	9.2.(ii) Operation of the Contract: The required man-days and time lines shall be finalised at the time of assigning the task. All such decisions would be taken after discussing the matter with the Project Director.	It is requested that the man-days estimated for a task shall be pre-defined and informed to the bidders for appropriate price estimation and no negotiation on man- days shall be envisaged after opening of the price bid.	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
22.	Part IX: Any Other Specific Work not listed from I to VIII B. The Commission may categorise the Empanelled Consultants under the following categories: - Category A: Eligible to undertake all tasks. Category B: Eligible to undertake Specific Task	It is requested that the intent of categorizing Empanelled Consultants under two categories and the process to be adopted for categorization of the prospective Empanelled Consultants may be defined.	The categorization of Empanelled Consultants shall be based on expertise of the consultants for the specific tasks or all tasks. The bidders may also request its empanelment for specific tasks based on its expertise in particular area/s.

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23.	3 c): Eligibility & Qualification requirement The consultancy firm / institutions should have minimum average annual turnover of Rs. 7.5 crore for last three years.	In order to empanel reputed and experienced consultancy firms, we request MERC to increase the criteria of 3 year average of annual turnover from Rs. 7.5 crore to Rs. 25 crores.	Clarification covered at Sr. No. (1) above
24.	3 e): Eligibility & Qualification requirement The Consultancy Firm / Institutions should have adequate technical, financial and legal capability to undertake such tasks as per the terms of reference provided to them considering various steps to be undertaken from the inception to the completion of the task within the time frame prescribed by the Commission.	It is requested to define/explain the kind of service envisaged when we mention the Consultancy Firm / Institutions should have adequate legal capabilities.	Clarification covered at Sr. No. (3) above
25.	4.4.1 Submission of EOI Bid and Bidding Procedure 4.4.1 Technical evaluation of individual resources will be as follows: A. Each resource person will be given technical score based on qualification (50%) and experience (50%). B. Minimum experience required for a resource person is 2 years. C. Minimum qualifying marks is 60%. D. There is no limit on the number of resources to be offered in the bid. E. All the resources offered will be technically valued and grouped based on technical scores. F. Each technically qualified resource person will carry 10 marks which will be counted against technical score for the bidding firm (max 70 mark- the bidders may offer higher number of resources for empanelment).	It is requested clarification regarding the following may be provided: 1. What does technically qualified resource mean? Does it mean that a resource having minimum experience of 2 years is technically qualified? 2. Each resource will have assigned 10 marks each with 5 marks (50%) towards qualification and 5 marks (50%) towards experience. How are the 5 marks assigned towards qualification and experience? 3. In case a firm offers more than 7 resources for empanelment (who cumulatively total 70 marks) how is the scoring done and accounted for towards the technical score of the bidding firm?	Technical evaluation of individual resources shall be based on the qualification and experience with both these factors having the equal weightages (i.e. 50% each). The technical score of the individual resource shall depend upon experience and qualification. Higher the experience, higher would be the technical score. Also, the resource having higher qualification would be given higher technical score. The minimum qualifying marks for individual resource shall be 60%. When it comes to technical evaluation of the consulting firm, 70% weightage shall be based on qualified individual resources and 30% weightage shall be experience of the consulting firm. For such technical evaluation of the consulting firm, each qualified individual resource shall be assigned 10 marks. In case, there are 7 and more than 7 nos. of qualified resources for a consulting firm, the consulting firm shall be given 70 marks or 70%..

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26.	<p>Basis of Bid Evaluation (B) Financial Evaluation A. Based on the technical scores, the resources will be grouped into four groups (Group 1 - 91 % marks and above), (Group 2 - 81% to 90% marks), (Group 3 - 71% to 80% marks) and (Group 4 - 60% to 70%). B. In each group the resource person with lowest financial quote will be given 100 marks as financial score and all other resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person. C. Based on the lowest/highest composite score or average composite score, negotiations may be held with other firms for reducing their financial quotes for their resource persons.</p>	<p>It is requested clarification regarding the following may be provided: The technical score for a resource will range from 0-10 while the financial score assigned to a resource will range from 0-100. While the composite score is simple addition of technical score and financial score. Here the two scales used for scoring technical score and financial score are different leading to higher weightage (10 times) being assigned to financial score over the technical score leading to composite score heavily biased by the financial score. We request MERC to first use a uniform scale for both the technical score and financial score and use 80:20 weightage for technical: financial score to arrive at the composite score in line with the QCBS (Quality and Cost Based Selection) method used by most of the Government Organizations.</p>	<p>As mentioned above, each qualified resource will be given 10 marks for the purpose of technical evaluation of the consulting firm. However, the technical score of individual resource based on its qualification and experience (minimum 60%) shall be added to its financial score to arrive at the composite score or average composite score of individual resource. The methodology for arriving at the financial score of individual resource has been given at Clause No. 4.5 (A) and (B)- Financial Evaluation of the Tender document.</p>
27.	<p>7.6 Confidentiality of data and documents:</p>	<p>It is to apprise that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request MERC to allow us to refer to you and the services we have performed for you for citation /reference purposes, as long as we do not disclose your confidential information.</p>	<p>Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.</p>
28.	<p>7.7 Conflict of interest</p>	<p>It is submitted that we are a large organization providing various services to various state and central government departments, PSUs, international organizations, and private clients. It is submitted that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	<p>At the time of accepting an assignment from the Commission, the successful bidder has to inform the Commission about any direct/indirect conflict of interest.</p>

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29.	<p>9.2 Operation of the Contract: 9.2.(i): After entering into a Contract for work, as and when needed, the consultants would be employed on specific tasks. The required man-days and time lines would be finalized at the time of assignment of specific task. The Commission can do so by inviting limited quotes from empanelled consultancy firms and may allot the task on the basis of lowest financial offer or on the basis of Quality and Cost Based Selection (QCBS) method or in compelling circumstances assign specific task to specific consultancy firms by recording reasons for the same. 9.2 (vi) (c): QCBC method will be adopted while selecting final Consultancy firms wherein firms will be allotted marks based on the following:</p>	<p>It is observed that clause 9.2 (i) specifies that during the operation of the contract MERC may allot the task either on the basis of lowest financial offer or on the basis of QCBS while clause 9.2 (vi) (c) clearly specifies that MERC will select the final consultancy firm on QCBS basis. It is requested to MERC to delete the provision of lowest financial offer as reflected in Clause 9.2 (i).</p>	<p>Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.</p>
30.	<p>9.3 Termination of Agreement: 9.3.7: Termination shall be effected by written notice served on the Consultant and shall take effect in 15 days of delivery of such notice. The termination will be without prejudice to either party's rights accrued before termination. 9.3.8: The consultant may terminate the agreement by giving at least 30 days' notice. The termination may be accepted on completion of ongoing assignments or as decided on the basis of nature of work to be completed.</p>	<p>It is requested to MERC to modify the termination notice period from Consultant/ Consulting firm to 15 days same as reflected in Clause 9.3.7 to maintain equal terms for both the parties.</p>	<p>The revised clause is as follows: <i>"9.3.6 - The Commission reserves the right to terminate the contract, by giving thirty days' notice to the Consultant. In such event, the Contract Security Deposit will stand forfeited."</i></p>
31.	<p>9.4: Liquidated damages 9.4.2: For errors / mistakes: If the Consultant commits any errors / mistakes in the allotted work, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.</p>	<p>For complex work performed under pressure there are likely possibility of errors creeping in. Though the Consulting Organizations strive for excellence, inadvertent errors are natural. It is requested to MERC to delete the provision or to specify that the provision is applicable only to the non-inadvertent errors.</p>	<p>Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.</p>

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32.	9.4.3 Limitation of Liability: The liquidated damages are restricted to 25% of the cost of assignment.	It is requested to limit consultant's liability to 25% of the total contract value. It is requested to include the following clause: <i>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to 25% of the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i>	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
33.	Tender clause	We request you to reduce the turnover criteria from average of 7.5 crores to 2.5 crores across the past 3 years, or allow turnover of 5 crores during any of the previous 3 years for consultants seeking to do a few of the tasks listed under the scope of work. This will enable MSME firms to participate and contribute to the mission of MERC.	Clarification covered at Sr. No. (1) above
34.	Tender clause	Part V: Review and Amendment of Regulations consists of reviews of regulations as well as physical inspection/ verification of assets. Can these two tasks be separated?	Agreed The task " <i>Physical verification of assets put to use as per directions issued by the Commission</i> " is shifted from PART-V: Review & Amendment of Regulations to PART-IV: Other functions under Electricity Act, 2003, and standards for quality service by licencees . The tender document should be read accordingly.
35.	Tender clause	If the consultancy has senior advisors working part time, but exclusively for the consultancy, can their credentials be included in the proposal?	Agreed
36.	Tender clause	How are the scores for individuals above 60% evaluated? Are consultancies that provide fewer than 7 names at a disadvantage? And firms with more than 7 names- will some of the consultant's score not be considered?	Clarification covered at Sr. No. (25) and (26) above
37.	Rs. 10,000/- (Non-refundable) To be submitted online at https://mahatenders.gov.in/nicgep/app	Is it including GST?	Final amount to be paid on account of Tender fee is Rs. 10,000/- (GST is not applicable on this tender fee)

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38.	The Consultancy Firm / Institutions shall have an appropriate team of Individuals, with requisite skills to carry out the tasks within the time frame prescribed by the Commission. If any Consultancy Firm / Institution fails to have the requisite number of resources during the validity of the contract, a penalty may be imposed on the Consultancy Firms / Institution the quantum of which will be at the discretion of the Commission.	1. How many resource persons have to be on contract? 2. Is it sufficient if the Resource Persons/ Consultants shown in Annexure – II are continued during the contract period	It is upto the bidder to decide about number of resources for its empanelment to complete the various tasks enumerate in the tender document.
39.	Resource persons of all the consultants will be grouped into Four groups based on individual technical scores. In each group the resource with lowest financial quote will be given 100 marks and other resources will be given marks on pro-rata financial scores.	How the individual technical score for each Resources person will be arrived may be explained.	Clarification covered at Sr. No. (25) and (26) above
40.	EMD and Tender Fees shall be submitted online through e-portal " https://mahatenders.gov.in ".	Will EMD of unsuccessful Bidder returned or not.	Yes
41.	Security Deposit	1. Para 9.1.4 (I) The commission reserves the right to award the contract against this tender, to a single bidder for all the works or to a number of bidders. 2. If the contract is awarded to more than one bidder, the value of Security Deposit to be made will also be divided on pro-rata basis according to the quantum of contract awarded.	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
42.	Terms of Payment: Payments for the consultants would be made every month subject to the submission bills along with work sheet of work carried out by the consultants during the month.	1. It may be clarified whether monthly payment quoted for each Resource Person as shown in Annexure –II will be paid every month on submission of bills. 2. From which date monthly payment starts i.e., from the date of LoI or from the date of Contract Agreement or from any other date may be clarified.	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
43.	The commission reserves the right to award the Contract against this Tender, to a single bidder for all the work or to a number of Bidders.	If the contract is awarded to more than one Bidder, all the Resource Persons shown in Annexure –II can be continued during the entire contract period may be clarified.	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
44.	As and when needed, the consultants would be employed on specific tasks. The required man days and time lines would be finalized at the time of assignment of specific task. The Commission can do so by inviting limited quotes from empanelled consultancy firms and select the lowest financial offer or in compelling circumstances assign specific task to specific consultancy firms by recording reasons for the same.	1. Not clear. When the contract for consultancy is fixed, where is the necessity for again inviting limited quotes from empanelled consultancy firms. 2. It is presumed limited quotes will be invited for other tasks which are not included in the list of works shown in S. No. 2.	The present tender is for empanelment of the Technical consulting firms. After the consulting firms are empanelled with the Commission, the tasks shall be assigned to these firms for which limited quotes may be invited to select a suitable firm for that specific task.

Sr.No.	Clause No./ Clause of existing Tender document	Queries / Clarification Requested	Clarification / Changes made in TOR
45.	The consultants named in the proposal shall be actually available for carrying out the work. Annexure – III S. No. 2 Appointment: The consultancy appointed however have option to work partly or fully from their own locations.	It is presumed that the Resource Persons appointed can work from their own locations and will attend MERC on need basis.	The resource persons can work from their own locations and will have to attend the Commission's Office as and when called by the Commission.
46.	Annexure – III S. No. 2 Appointment: The payment would be on the basis of actual working days in a month, subject to a maximum of the approved monthly fee of resource persons.	It is presumed that the resource persons appointed are on work during all months of contract period and monthly payment will be made to all resource persons as quoted in the Financial Bid irrespective of the quantum of work assigned to each resource person by MERC during the Contract Period.	The present tender is for empanelment of the Technical consulting firms. After the consulting firms are empanelled with the Commission, the tasks shall be assigned to these firms for which limited quotes may be invited to select a suitable firm for that specific task. The payment to the consulting firms shall be based on mandays incurred for the tasks allocated to the firm.
47.	For delay : If the Consultant fails to complete the allotted work within the prescribed time period, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.	It is presumed that liquidated damages at the rate of 10% of the cost of assignment for the entire contract period.	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
48.	For errors / mistakes : If the Consultant commits any errors / mistakes in the allotted work, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.	10% of the cost of assignment for each of items in Para 9.4.1 and Para 9.4.2 are on very high side, may be limited to 5% cost of assignment for each item.	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.
49.	Pre bid meeting Query	Clarity required on the agreements and bank guarantees of the existing empanelled consulting firms	All the existing empanelled consulting firms are expected to participate in the present tender and on entering into new agreements, the existing agreement would cease to exist and the bank guarantee would be returned.
50.	Clause No. 3 (j) “3 (j) The bidder may constitute a consortium or joint venture with another / other firms for submitting their proposals in response to this Notice. Where the Bid is submitted by a consortium of more than one entity, the written consent of each member of the consortium to participate in the Bid on the basis of joint and several liability to MERC for the performance of the services should be provided along with the Bid. If the Bidder considers that the Bidder firm does not have all the expertise for the assignment, the Bidder may propose a joint venture with other firms or entities, to enable a full range of expertise to be presented, during entire term of empanelment with MERC. While	We respectfully inquire about any restrictions on the number of consortium or joint venture partners permissible for this assignment. Given the diverse scope including tariff filing, cogeneration and generation from renewable sources, capacity building to analysis and implementation of new technologies like energy storage, electric vehicle etc. , the consultant may have limited assignments. Therefore, we seek clarification on the allowable number of consortium or joint venture partners and propose that a minimum of 3 members to be permitted. This ensures access to the best expertise across the comprehensive range of tasks.	Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.

Sr.No.	Clause No./ Clause of existing Tender document	Queries / Clarification Requested	Clarification / Changes made in TOR
51.	<p>“7.5 The Consultants shall keep the Commission and all the concerned Utilities to be visited, indemnified from any damages, on any account.”</p>	<p>Proposed Clause: 7.5 The Consultants shall keep the Commission and all the concerned Utilities to be visited, indemnified from any damages, on any account. Such losses/damages shall be limited to a maximum limit of 10% of the overall contract value of the allotted work. Rationale: The indemnification of losses or damages may be limited to 10% of the contract value as the nature of works is consultancy services.</p>	<p>Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.</p>
52.	<p>“9.4 Liquidated damages: 9.4.1 For delay: If the Consultant fails to complete the allotted work within the prescribed time period, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit. 9.4.2 For errors / mistakes: If the Consultant commits any errors / mistakes in the allotted work, the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.” 9.4.3 The liquidated damages are restricted to 25% of the cost of assignment.</p>	<p>Query/Rationale: We request you to modify the clause as mentioned above and limit the overall LD to 10% of the contract value. Further, we request you to clearly specify the case of errors/mistakes in any contract or what kind of errors/ mistakes shall qualify in the above Clause No. 9.4.2. It is requested that Standard of Performance if any shall be issued along with work order so that Consultant is aware of the same.</p>	<p>Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.</p>

Sr.No.	Clause No./ Clause of existing Tender document	Queries / Clarification Requested	Clarification / Changes made in TOR
53.	<p>Annexure –I-A</p> <p>A brief description of the organization and the assignments of similar nature carried out in the last 3 years.</p> <p>“B. Assignments carried out in the last 3 years”</p>	<p>Proposed Clause</p> <p>A brief description of the organization and the assignments of a similar nature carried out in the last 10 years.</p> <p>“B. Assignments carried out in the last 10 Years.</p> <p>Clarification and Rationale:</p> <p>We would request the commission to consider 10 years of experience to ensure seasoned expertise, sustained performance, and comprehensive industry understanding. We have already been empaneled for the last 3 years with MERC, so the commission must consider the experience that has been undertaken during the time of empanelment and before that as well as well. Considering the nature of assignment, the number of opportunities in last 3 years under government segment will be limited, which must have been executed by different consultants. So the total number of assignment completed by each consultant would be limited.</p> <p>Thus, we would request the commission to increase the number of years of experience to 10 years, so that the variety of all kinds of experience and all kinds of services must be considered.</p> <p>Consequently, we recommend evaluating manpower experience over 10 years to provide a comprehensive CV, encompassing diverse skills and experiences for effective assignment execution.”</p>	<p>Existing clause in the Tender is detailed and sufficient to avoid any ambiguity and hence same will prevail.</p>
54.	EMD & Tender Fee	<p>We suggest that in line with the Public Procurement Policy for Micro and Small Enterprises, MSEs shall be exempted from submission/payment of the tender fee and EMD amount.</p>	<p>Clarified at Sr. No. 2 above</p>