MAHARASHTRA ELECTRICITY REGULATORY COMMISSION

Request for Proposal
for
Development of Content Management System (CMS) based web application/portal for "Filing, evaluation and monitoring of ARR/Tariff Petition, FAC Submissions and Capital Expenditure Schemes"

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Tender Ref Number: **MERC/IT/2024/002**
Tender ID: **2024_MERC_1039300_1**

CORRIGENDUM No. 3

In the RFP document, the 'Last Date of Submission of Bids' was '25 June, 2024 at 1700 Hours' and 'Date and Time of Opening of Bids' was '27 June, 2024 at 1130 Hours'. Further the last date of Bid Submission was extended till 10 July, 2024 through Corrigendum No. 2.

Now the 'Last Date of Submission of Bids' will be' 18 July, 2024 till 1700 Hours'.
And 'Date and Time of Opening of Bids' will be '20 July, 2024 at 1700 Hours'.

Further, we had received many pre-Bid queries. The clarification for the same is as below:

Sr No	RFP Pg. No.	RFP Clause No.	Content of RFP Requiring Clarification	Change requested	Remarks
1	11	2.1. Overall Scope of Work Point b. 2.1 b	Use of Artificial Intelligence in evaluation and monitoring process	Clarification: We request you to elaborate the exact use of AI in evaluation and monitoring process.	AI shall be able to create any desired reports after evaluating available data/dashboard creation. Monitoring of the status of the various parameters are expected from AI. Detailed scope may be discussed at the requirement gathering.
2				What specific AI functionalities are required for evaluation and monitoring (e.g. predictive analytics , anomaly detection) ?	
3				Clarification sought on the point	
4				1. Please let us know with all example and use cases that how AI will be required to implement in the system. 2. What is your expectation toward using of Artificial Intelligence in the system?	
5				Use of Artificial Intelligence (AI)is very wide term and the scope is open to interpretation. Thus, Hon'ble Commission may kindly clarify the exact requirement in respect of use of AI in the development of web based application.	
6	11	2.1. Overall Scope of Work	• Review, Analysis and MIS report generation for the purpose of performance evaluation by MERC and Regulatory monitoring as per framework of MYT Regulations	1. Kindly share user role wise step-by-step performance evaluation processes required to carried out in the system.	Any possible report shall be generated after evaluating available data on the portal.
7	11	Section 2: Terms of Reference (ToR), 2.1. Overall Scope of Work	• MERC requires the development of a CMS-based web application/portal for filing, evaluation, and monitoring of ARR/Tariff, FAC, and Capital Expenditure schemes being filed by utilities regulated by the MERC. • Input system from utilities for monthly up-dation of progress data for approved projects, FAC and Tariff Filing as per applicable Tariff Regulations (ARR/Tariff Determination)	• Is maker/checker provision or role based hierarchical structure expected in the application? If yes, what are the expected user roles and access levels within the new application? • Will there be a need to integrate the new system with other existing systems or databases? If yes, please provide details. • Is only monthly updating needed, or daily, weekly, or yearly updating of data expected by user?	• Maker/checker provision may be required • Integration may be required with e-filing/office portal • Daily updating of data is expected • AI shall be able to create any desired reports after evaluating available data/dashboard creation. Monitoring of the status of the various parameters are expected from AI. Detailed scope may be

					discussed at the requirement gathering.
8	29	1.4. Technical Evaluation Criteria	05 - Strength of Selected Bidder i.e. Total No. of IT professionals No. of IT Professionals 50 - 7.5 Marks No. of IT Professional More than 50 - 10 Marks	1. To make Technical Evaluation Criteria inline with Pre-Qualification Criteria, we suggest you to amend this Strength of Bidder criteria as below: *"No. of IT Professionals 250 to 300 - 5 Marks No. of IT Professionals 300 to 500 - 7.5 Marks No. of IT Professional More than 500 - 10 Marks"*	05 - Strength of Selected Bidder i.e. Total No. of IT professionals No. of IT Professionals upto 30 - 7.5 Marks No. of IT Professional More than 30 - 10 Marks
9	22	2.7.14. Help Desk Services	• The selected bidder shall depute staff (Helpdesk) who will be **contactable via phone** and email to provide assistance to the Users and address their queries and concerns.	1. We assume that there will not be any toll free line required to provide helpdesk support, mobile/ land line number is sufficient for it. Please confirm. 2. Please let us know how many phone lines will be required for helpdesk support.	1. No Toll Free Line is required. 2. One Mobile number and email ID (email ID will be provided by MERC)
10	20	2.7.10. User Support and Maintenance of the web-based monitoring system for 3 years	2.7.10.2. Application support including modifications and integration with future systems. The scope of selected bidder covers the following activities: • 24X7 Helpdesk with dedicated email ID and mobile number of Support Engineer • Enhancement / modifications with respect to new / enhanced / enriched functionality	1. Please share below details for providing of helpdesk support. 1.1 Helpdesk activities 1.2 Mode of helpdesk support: Onsite OR Offsite 1.3 Helpdesk support window (i.e. only in office hours (10 to 6), 24/7, etc.) 1.4 Number of Helpdesk Executives 2. Currently is there any ticketing/help-desk system being used in MERC? 3. If yes, which is that system and is the same system will continued to be used? 4. If no, then do we need to supply any such system for the use of logging the maintenance requests? 5. Please let us know resource type wise number of resources required to deploy for "• Enhancement / modifications with respect to new / enhanced / enriched functionality".	1.1 Helpdesk Activities: Provide Day to day support to end users if required. 1.2 Mode of Helpdesk support: Onsite 1.3 Support window: Generally on 9.30 am to 6:00 pm on working days but sometimes it will be 24 X 7 for some critical issues 1.4 Number of Helpdesk Executive: At least one whose mobile number will be displayed as Helpdesk number on portal 2. No 3. NA 4. You may provide ticket logging system or call logs can be done over dedicated support number and email ID.

At the top (continuation of previous row):

• Use of Artificial Intelligence in evaluation and monitoring process.

• What is the use case for which AI is requested in evaluation and monitoring? Is there any example for clear understanding of scope?

				6. We assume that these resources does not required to deploy onsite, they can work from bidder's office. Please confirm.	5. As per requirement. 6. Yes, Only Helpdesk Support Engr will be onsite.
11		2.7.10. User Support and Maintenance of the web-based monitoring system for 3 years	• Provide handholding support to end users in carrying out the business process transactions.	1. Please share below details for providing of handholding support. 1.1 Expected number of handholding support executive. 1.2 Location for providing of handholding support. 1.3 Handholding support period.	1.1 Support Executive - At least 1 1.2 Onsite over email and mobile phone 1.3 throughout the contract whenever required
12	23	2.7.19. Handholding support	• We require handholding support during warranty period of the Software for which necessary arrangements will have to be made by the Bidder.	1. Please share below details for providing of handholding support during warranty period. 1.1 Expected number of handholding support executive. 1.2 Location for providing of handholding support. 1.3 Handholding support period.	1.1 Support Executive - At least 1 1.2 Onsite over email and mobile phone 1.3 throughout the contract whenever required
13	8	Section 1: Notice Inviting Tender (NIT), 1.5. Pre-Qualification Criteria, Criteria 7: Certification	• The Bidder should have at least CMMi level 3 Certified	• Idam Infra is one of the empanelled consultants with the Honorable Commission and has worked on several IT portals and dashboard creation. Considering our significant understanding based on our similar experiences, we request to kindly relax the CMMi level 3/ CMMi Level 5 certification condition. The Commission may replace this condition with ISO 9001:2015 certification.	1.5. Pre-Qualification Criteria: 7. The Bidder should have at least CMMi level 3 / ISO 9001 Certified.
14	29	3	03 .Certification for : CMMi Level 3 : (5 Marks) CMMi Level 5 : (10 Marks)	As you are asking for 5Cr turn-over in both PQ & TQ, but here you are mentioning full mark for CMMi Level 5 bidders. So this completely biased for small enterprise bi	1.5. Pre-Qualification Criteria: 7. The Bidder should have at least CMMi level 3 / ISO 9001 Certified. Technical Evaluation Criteria Item

				dders, hence we are requesting to you kindly amend this clause	No. 02 Certification for : CMMi Level 3 / ISO 9001 : (5 Marks) CMMi Level 5 / ISO 27001 : (10 Marks)
15	29	3	03 .Certification for : CMMi Level 3 : (5 Marks) CMMi Level 5 : (10 Marks) Copy of Valid Certificate till the date of bid submission	Suggestion: Certification for : CMMI Level 3/5 Or ISO 27001: 2022 : (5 Marks) CMMI Level 3/5 + ISO 27001: 2022 : (10 Marks) Copy of Valid Certificate till the date of bid submission Query: The revised marking criteria for CMMI Level 3 and ISO 27001:2022 certifications in the tender process are designed to promote high standards, reduce risk, and ensure the selection of a vendor capable of delivering exceptional quality and security in their solutions and the proposed clause allows more bidders to participate leading to increase in competition while maintaining a focus on essential process and security standards by addition of ISO 27001:2022.	1.5. Pre-Qualification Criteria: 7. The Bidder should have at least CMMi level 3 / ISO 9001 Certified. Technical Evaluation Criteria Item No. 02 Certification for : CMMi Level 3 / ISO 9001 : (5 Marks) CMMi Level 5 / ISO 27001 : (10 Marks)
16	22	2.7.13	The maintenance contract may be extended for further period, as may be approved by the Commission after reviewing the performance of the Selected Bidder.	We request you to modify the statement as follows: The maintenance contract may be extended for further period, as may be approved by the Commission after reviewing the performance of the Selected Bidder on mutually agreed terms and conditions.	Accepted
17	-	-	General Queries	We request MERC to extend the bid submission deadline to enable all the bidders, sufficient time for preparing their bids.	Accepted

18	8	Section 1: Notice Inviting Tender (NIT), 1.5. Pre-Qualification Criteria, Criteria 5: Manpower Requirement	• At-least 50 working professionals with hands on experience in Developing web portal software/App.	• As both IT and Energy domain professionals are required to be part of this assignment, we request to revise the no. of professionals to a minimum of 30 no. of professional in IT and Energy domain.	Accepted revised as: At-least 30 working professionals with hands on experience in Developing web portal software/App. Provided that if the empaneled consultant is also having IT expertise, then total strength (IT+energy Domain) shall be 30 Nos.
19	20	2.7.10.2	24X7 Helpdesk with dedicated email ID and mobile number of Support Engineer	We understand that the queries will be raised by MERC officials only. Please clarify.	After the Go-Live, End user may also face some difficulty while accessing or using the portal. Helpdesk will hand-hold them for resolution of the queries.
20	30	Section 3, 1.4	Presentation to committee	Please elaborate on: Are all bidders required to make a presentation? When will the presentations be scheduled? What would be the mode of presentation? (online/ offline)	All the Bidders have to make Technical Presentation on understanding of the project, methodology and approach. Bidders will be informed well in advance regarding the Presentation schedule.
21	15	2.1.5 / 2.3	Hosting of Application for 3 years • Hosting on GCC Cloud as per GoM GR dated 23 April, 2021 is the responsibility of selected bidder. • The bidder has to submit the details about the Hosting Infrastructure to be used for the Application hosting.	Please confirm whether the licensing fees / subscription fees for the hosting infrastructure and any associated software (e.g., operating systems, database licenses) will be borne by the client or if these costs need to be included in the proposal submitted by the consulting firm	All the License fees and Subscription fees required during the Development, Warranty and Maintenance period will be borne by Successful Bidder.
22	47	Annexure 1	Annexure - 1 1. Capex in principle sample DPR submitted by Utility 2. Capex Monitoring Format 3. FAC Format 4. Tariff Model Format	Requesting to share the formats & DPR sample as per Annexure – 1. We are unable to download the same from mahatenders.gov.in & from MERC website Tender Section.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal.
23	47	Annexure 1	Formats 1. Capex in principle sample DPR submitted by Utility	Please share the document formats referred in Annexure 1.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal.

			2. Capex Monitoring Format 3. FAC Format 4. Tariff Model Format		
24	11	2.1 (b)	Capex Monitoring, FAC and Tariff Model templates are attached separately as .xls file along with the desirable deliverables. (Annexure-1)	Clarification: The specified document is not attached with all the tender documents on the e-tender portal. Please provide the same.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal.
25	11	2.1 b	-	The templates and desirable deliverables were not found with the RFP. Kindly make them available.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal.
26	-	-	General Queries	For utility input form, can we get a tentative idea about how many types and/or subtypes of form development are expected?	Annexure 1 Formats are uploaded on MERC website and mahatenders portal.
27	11, 47	2.1. Overall Scope of Work Annexure 1: Formats	b. The software application must be capable of facilitating the following: • Capex Monitoring, FAC and Tariff Model templates are attached separately as .xls file along with the desirable deliverables. (Annexure-1) --- **Annexure 1: Formats** 1. Capex in principle sample DPR submitted by Utility 2. Capex Monitoring Format 3. FAC Format 4. Tariff Model Format	1. We could not find "Annexure 1: Formats" files. Please share it. **Annexure 1: Formats** 1. Capex in principle sample DPR submitted by Utility 2. Capex Monitoring Format 3. FAC Format 4. Tariff Model Format	Annexure 1 Formats are uploaded on MERC website and mahatenders portal.
28	13	2.1.3. List of deliverables & MIS reports for ARR/Tariff Determination:	10) Approved ARR Summary and tables to be created for Tariff Order (will be shared with the successful bidder at the time of User Requirement Specification/System Requirement Specification.)	1. Please share the sample of ARR summary, table and based on it created Tariff Order.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal.
29	47	Annexure 1	1. Capex in principle sample DPR submitted by Utility 2. Capex Monitoring Format	From where we can get these formats	Annexure 1 Formats are uploaded on MERC website and mahatenders portal.

			3. FAC Format 4. Tariff Model Format		
30	13	2.1.3. List of deliverables & MIS reports for ARR/Tariff Determination:	4) **Auto Computation** of entire tariff model	1. We assume that ready to use API (or business logic or source-code) will be provided by MERC for Auto Computation required to place in the system. Please confirm or provide the necessary details on auto computation of tariff model that is to be implemented on the new system.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal. Based on the excel formats, successful bidder has to derive logic and accordingly will develop the auto computation on portal
31	12	2.1.2. List of deliverables & MIS reports for FAC:	15) submission of **Tariff Model** by Utilities, Scrutiny - Data Gap identification and sending it back to the Utilities for revised submission, modifications to be allowed for MERC, preparation of ARR tables, approval of ARR and tables to be created for Tariff Order. Tracking / Trend analysis of Tariff on yearly basis for a period of last 3 to 5 years is desirable	1. Please share all the variant of Tariff Model currently used by Utilities. 2. Please share user role wise step-by-step processes and features & functionalities required to develop from Tariff Model submission To Tariff Order creation for each user type/role.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal. MERC empaneled technical consultant associated with bidder may give him idea in this regard, considering the utilities in the State.
32	11	2.1. Overall Scope of Work	MERC requires to develop a Content Management System (CMS) based web application/portal for filing, evaluation and Monitoring of **AAR/Tariff,** FAC and Capital Expenditure schemes being filed by utilities regulated by the MERC.	1. We assume that data structure and forms for input and processes of data of AAR/Tariff, FAC and Capital Expenditure for all utilities will be same. Please confirm. 2. If it is varies from utility to utility then kindly share the details. 3. Please share all sample forms, which are require to implement for accepting data from utilities and reports to be generated after processing it in the system.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal. Some Variations may be exist utility wise.
33	11	2.1. Overall Scope of Work	b. The software application must be capable of facilitating the following: • Input system from utilities for monthly **up-dation of progress data** for approved projects, FAC and Tariff Filing as per applicable Tariff Regulations (ARR/Tariff	1. We assume that data structure and form for submitting monthly progress data of approved projects, FAC and Tariff filing will be same for all utilities. Please confirm. 2. If it is varies from utility to utility then kindly	Annexure 1 Formats are uploaded on MERC website and mahatenders portal. Some Variations may be exist utility wise.

			Determination) • Database creation for approved projects and Tariff filing of all utilities, FAC proposals for Distribution utilities.	share the details. 3. Please share all forms, which are require to implement for accepting monthly progress data from utilities.	

34	11	2.1. Overall Scope of Work	MERC requires to develop a Content Management System (CMS) based web application/portal for filing, evaluation and Monitoring of AAR/Tariff, FAC and **Capital Expenditure schemes** being filed by **utilities** regulated by the MERC.	1. Please provide below details related with processing of Capital Expenditure Schemes in the system.
				  1.1. Types of Schemes
				  1.2. Number of Schemes
				  1.3. Data structure and functionality required to implement for each type of scheme.
				2. Please explain below details related with each scheme type.
				  1.1. What is to be input in the system as part of Scheme data filing?
				  1.2. How filed Scheme data will be evaluated in the system?
				  1.3. Which processes are carried out within the system and which process are out of the system?
				  1.4. Which are the business logic/ analysis method will be required to use in evaluation process? whether it is available as ready to use or need to develop from scratch?
				  1.5. Which features and functionality required for monitoring of each scheme data in the system?
				  1.6 Whether all above will be same across all utilities or not? if it is difference than provide explanation for each utility.
				
				2. How each scheme will be associated with Capital Expenditure.? Please elaborate.
				
				3. It will be great help if you can provide the explanation with some sample sheet related with scheme process flow.
					Annexure 1 Formats are uploaded on MERC website and mahatenders portal.
					Also, CAPEX related data will be shared to the successful bidder by MERC.
					MERC empaneled technical consultant associated with bidder may give him idea in this regard, considering the utilities in the State.

				4. How many utilities will take part in the system?	
35	11	2.1. Overall Scope of Work	MERC requires to develop a Content Management System (CMS) based web application/portal for filing, evaluation and Monitoring of AAR/Tariff, **FAC** and Capital Expenditure schemes being filed by utilities regulated by the MERC.	1. Please explain below details related with FAC flow. 1.1. What is to be input in the system as part of FAC filing? 1.2. How filed FAC will be evaluated in the system? 1.3. Which processes are carried out within the system and which process are out of the system? 1.4. Which are the business logic/ analysis method will be required to use in evaluation process? whether it is available as ready to use or need to develop from scratch? 1.5. Which features and functionality required for monitoring of FAC in the system? 1.6 Whether all above will be same across all utilities or not? if it is difference than provide explanation for each utility. 2. It will be great help if you can provide the explanation with some sample sheet related with FAC process flow.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal. Also, FAC approvals are available on MERC Website. MERC empaneled technical consultant associated with bidder may give him idea in this regard, considering the utilities in the State.
36	12	2.1.2. List of deliverables & MIS reports for FAC:	1) Detailed FAC report 4) Summary Sheet of FAC approval 5) Power Purchase Cost (Source wise, Variation in cost, Month-wise and year-wise)	1. Please share the sample report of "Detailed FAC Report" and "Summary sheet of FAC approval" 2. Please share the sample input forms from which Power Purchase Cost will be derived.	Annexure 1 Formats are uploaded on MERC website and mahatenders portal. Also, FAC reports are available on MERC Website. MERC empaneled technical consultant associated with bidder may give him idea in this regard, considering the utilities in the State.
37	11	2.1. Overall Scope of Work	MERC requires to develop a Content Management System (CMS) based web application/portal for filing, evaluation and Monitoring of **AAR/Tariff,** FAC and Capital Expenditure schemes being filed by utilities regulated by the MERC.	1. Please explain below details related with AAR flow. 1.1. What is to be the input in the system as part of AAR filing? 1.2. How the filed AAR will be evaluated in the system? 1.3. Which processes are carried out within	Annexure 1 Formats are uploaded on MERC website and mahatenders portal. Also, Tariff Orders are available on MERC Website. MERC empaneled technical consultant associated with bidder

				the system and which process are out of the system? 1.4. Which are the business logic/ analysis method will be required to use in evaluation process? whether it is available as ready to use or need to develop from scratch? 1.5. Which features and functionality required for monitoring of AAR/Tariff in the system? 1.6 Whether all above will be same across all utilities or not? if it is difference then please provide explanation for each utility. 2. It will be great help if you can provide the explanation with some sample sheet related with AAR process flow.	may give him idea in this regard, considering the utilities in the State.
38	8	1.5 – point no 6	Domain knowledge of Electricity Regulation The Bidder should engage any of the empaneled Consultancy Firm with MERC as a domain expert for this assignment. (List of MERC empaneled technical consultant is attached as Appendix)	Deloitte Touché Tohmatsu India LLP is an empanelled technical consultant with MERC. Requesting to confirm if Deloitte can submit the proposal independently without involvement of separate developer firm.	Any MERC empaneled Consultants (who qualifies the requested Experience criteria) may apply.
39	11	2.1. Overall Scope of Work	• Interaction with the utilities for the successful design and development of software for useful suggestion is also an important part in the process. User should have draft/trial submission step before final submission of data.	1. Please share number of utilities to whom, successful bidder will be required to interact during requirement gathering and software development process. 2. How the interaction with utility users will be taken place? thru Virtual meeting OR at single location - MERC Head Office, Mumbai OR at utility head office. Please clarify. 3. If interaction will be required at utility head office, then kindly share all location details. 4. Which data will require for draft/trial submission step before final submission of data?	Apart from technical consultant associated with the successful bidder, 4-5 officers only from MERC may interact with successful bidder. Interaction with utilities will be through MS-Teams Application. MERC may call physical meetings, if required.

40		General query	API & Integration	Please specify expected counts of API and Third party integration if nay	API for www.merc.gov.in and for e-filing/office
41	20	21) Hosting of the Applicati on for 3 years	• Application will be hosted in Government Community Cloud (GCC). Hosting of the application shall be done as per the GoM GR dated 23 April, 2021 for the cloud. • Hosting of the Web Application/ Portal for 3 years is the responsibility of Selected Bidder and cost of the same shall be considered by the Bidder while submitting the Financial Bid.	As CSP is to be considered as the GoM GR dated 23 April 2021 we request you to confirm whether Hyper scalar Cloud providers like AWS can be considered for CSP? Ref: https://www.meity.gov.in/content/gi-cloud-meghraj We request MERC to consider Hyper scalar cloud providers to get benefits of better availability, scalability and access to broad range of services from infrastructure technologies like compute, storage, and databases–to emerging technologies, such as machine learning and artificial intelligence, data lakes and analytics, and Internet of Things. Can you please share the sizing required for the application hosting?	Application will be hosted in Government Community Cloud (GCC). Application sizing will be provided by the Successful Bidder (after confirmation from MERC) at the time of Hosting.
42	15	2.3	General queries -Hosting of Application for 3 years	GCC Cloud - Is there any existing subscription/ resource group where the new applications can be hosted. If not, do we have the process/authorization to create one?	Application will be hosted in Government Community Cloud (GCC). Application sizing will be provided by the Successful Bidder (after confirmation from MERC) at the time of Hosting.
43	36	3.8	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	If we are submitting the EMD online then do we have to submit Annexure 8 – Bank Guarantee Form	Bank Guarantee Form shall be submitted by the Successful Bidder after the receipt of the Work Order.
44		Operation and Maintena nce	The Hon'ble Commission may clarify the scope of work for Operation and Maintenance of the proposed development	The Bidder is required to quote separately for Operation and Maintenance of the proposed development for 3 years. The clarity in scope will enable the bidder to quote accordingly.	Bidder has to quote separately for the 3.5 year 'Support and Maintenance charges'. Payment for which will be paid Quarterly post Service after the certification of satisfactory services by MERC IT team.

45	11	2.1.1	List of deliverables / MIS report for Capex Monitoring:	1) What types of reports are required, and what are the reporting frequencies (daily , monthly , quarterly)? 2) Are there any specific report downloadable formats that are preferred? (e.g. PDF, Excel).	Bidder shall able to create any report using the parameters/data available on the portal. Monthly auto-generation of the reports is expected.
46		General query	Bilingual/Multilingual	please clarify that is web portal and web application is Bilingual/Multilingual	Bilingual
47	11	2.1.1. List of deliverables / MIS report for Capex Monitoring:	2) Review of **physical progress** of project execution and deviation report	1. Please let us know user role wise step-by-step processes, feature and functionalities required to develop for capturing physical progress of project execution data in the system.	By using any project management tool
48	11	2.1. Overall Scope of Work	• Deviation analysis, reason for delay and action plan for completion projects as per target set.	1. Who will set the target and how it will be captured & implemented in the system? 2. Which type of target set required to implement in the system? Please explain in detail. 3. Which type of deviation analysis required to generate in the system. Kindly explain it with examples. 4. Please provide complete flow and user role wise set-by-step process from target setting to deviation analysis to action plan creation and then afterword processes (if any). 5. Which are the action plan required to implement in the system for completed project as per target set? Please elaborate.	CAPEX related targets and action plans will be decided by the MERC.
49	2.2	2.2. Web Portal development and Implementation	Security Audit through Cert-In empaneled Auditor (at least once in a year)	can you please clarify that who will be responsible for Cost of security Audit?	Clause 2.7.5.2 The security audit of Cloud Infrastructure as well as the Application shall be arranged to be carried out by the selected bidder through a Cert-In empaneled Firms/Agencies at least once a year.

					The cost of the Security Audit will be borne by the selected bidder
50	18	2.7.5.2.Security Audit	The security audit of Cloud Infrastructure as well as the Application shall be arranged to be carried out by the selected bidder through a Cert-In empaneled Firms/Agencies at least once a year. The cost of the Security Audit will be borne by the selected bidder.	Clarification sought on, Whether the CERT-In empanelled security auditor to be appointed by the bidder or MERC will appoint the CERT-In empanelled security auditor to conduct the security audit	Clause 2.7.5.2 The security audit of Cloud Infrastructure as well as the Application shall be arranged to be carried out by the selected bidder through a Cert-In empaneled Firms/Agencies at least once a year. The cost of the Security Audit will be borne by the selected bidder
51	15	Section 2: Terms of Reference (ToR), 2.3. Hosting of Application for 3 years	• Hosting on GCC Cloud as per GoM GR dated 23 April 2021 is the responsibility of the selected bidder. The bidder must submit the details about the hosting infrastructure to be used for the application hosting.	• Will MERC provide access to the GCC Cloud, or will the bidder need to procure it independently?	Clause 2.7.8.1. is modified as below: • Hosting of the application shall be done as per the GoM GR dated 23 April, 2021 for the cloud. • Hosting of the Web Application/ Portal for 6 month trial period plus 3 years AMC period shall be the responsibility of Selected Bidder and cost of the same shall be considered by the Bidder while submitting the Financial Bid.
52	-	-	General	Please provide the server configuration.	Configuration shall be decided by the Bidder as per requirement of the project based on the database size and SLAs given.
53	11	2.1.1.3)	3) CBA report of the completed scheme	What does CBA mean? What is captured in the report?	Cost-benefit analysis (CBA) is a tool used to. determine the worth of a project, program or policy. It is used to assist in making judgments. and appraising available options.
54	11	2.1. Overall Scope of Work	MERC requires to develop a **Content Management System (CMS)** based web application/portal for filing, evaluation and Monitoring of AAR/Tariff, FAC and	1. Please let us know your intends for developing this system using Content Management System.	Details will be provided during SRS preparation

			Capital Expenditure schemes being filed by utilities regulated by the MERC.	2. How many CMS pages do we need to consider for integration through the Content Management System. 3. Who are the target audience for these CMS pages?	
55	-	-	General Queries	As part of the RFP do we need to develop a web portal as well as a mobile app? Or developing a portal compatible with mobile is sufficient enough?	Developing a portal compatible with mobile is sufficient enough
56	17	2.7.3	The selected Bidder may set up Project Management Cell at MERC for carrying out Development of the software.	We understand that complete development team will be deployed at the MERC office for the development period only. Please clarify.	Development Team may be onsite or Offsite. Only Selected bidder has to deploy One Helpdesk / Support Engineer at MERC Office.
57	17	2.7.3	The selected Bidder may set up Project Management Cell at MERC for carrying out Development of the software.	Please clarify this clause.	Development Team may be onsite or Offsite. Selected bidder has to deploy One Helpdesk / Support Engineer at MERC Office.
58	17	2.7.3. Development of CMS based Web Application	• 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.	1. We assume that the nature of project is offsite development, support & maintenance, helpdesk etc. There will not be any type of resources required to deploy onsite except for requirement gathering (if require). Please confirm 2. If not, then kindly provide below details for onsite resource requirements. 　2.1　Resource type wise number of resources. 　2.2　　　　　　　　Location 　2.3 Deployment period.	Development Team may be onsite or Offsite. Selected bidder has to deploy One Helpdesk / Support Engineer at MERC Office.
59	**2.1**	2.1. Overall Scope of Work	Creation of Dashboard for use of utilities individually and integrated for the use by the Commission for Auto-Generation	Please clarify What specific functionalities and data visualization features are expected in the dashboards for utilities and the Commission? Also please clarify is MERC required any analytics tool used for dashboard features ?	Exact Requirement will be conveyed to the successful bidder while development of project

| 60 | | | Additional Clause | We request the hon'ble Commission to add the following industry standard clause: Anti-Bribery & Anti-Corruption: Each Party represents, warrants and undertakes that:(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private.(b) Each Party shall, adhere to applicable anti-bribery and corruption laws. (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub- clauses (a) and (b).(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non- | Existing clause 4.24.6.1. is sufficient. Therefore, Proposal is not accepted. |

				breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.	
61	13	2.1.3. List of deliverables & MIS reports for ARR/Tariff Determination	d. The MERC users shall be 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)	1. In which format data prior to 2016-17 will be provided to the successful bidder?	Formats will be shared at the time of requirement gathering.
62	14	2.1.4. Processing of FAC, Capex Schemes and Tariff Determination through Web Portal Application	• 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.**	1. Please share the sample report of Tracking/ Trend analysis of FAC.	Formats will be shared at the time of requirement gathering.
63	2.7.10.2	2.7.10.2. Application support including modificat	24X7 Helpdesk with dedicated email ID and mobile number of Support Engineer	Can MERC provide details 24x7 support system ? How many support engineer resources needed ? Is support is onsite working ?	Helpdesk (at least one Support Engineer) shall be available on all working days (over email and phone) and Sometimes Support Engr (Helpdesk) will have to provide the 24 X 7 onsite

					support during some critical development or situations.
		ions and integration with future systems The scope of selected bidder covers the following activities:			
64	21, 22	2.7.13. Operations and Maintenance	• The selected bidder shall provide monitoring and management services for **an agreed service window** during the period of 3 years from the date of final acceptance test after the expiry of the Warranty / Trial period (Final Go live).	1. Please let us know the period of service window you are looking for i.e. During officer hours only (i.e. 10 am to 6 pm - Monday to Friday) OR 24 x 7 OR other.. Please specify.	Helpdesk shall be available on all working days (over email and phone) and Sometimes Support Engr (Helpdesk) will have to provide the 24 X 7 support during some critical development or situations.
65	20	2.7.10.2 @ Page 20	The Hon'ble Commission may consider to change the requirement in respect of availability of Helpdesk during weekdays (Monday to Friday) from 9 AM to 6 PM except for Bank Holidays declared by Government of Maharashtra	Having helpdesk 24x7 will increase the O&M Cost whereas the application proposed to be developed is not a development requiring 24x7 helpdesk and hamper the work.	Helpdesk shall be available on all working days (over email and phone) and Sometimes Support Engr (Helpdesk) will have to provide the 24 X 7 support during some critical development or situations.
66	20	2.7.10.2	Application support including modifications and integration with future systems. The scope of selected bidder covers the following activities: • 24X7 Helpdesk with dedicated email ID and mobile number of Support Engineer • Enhancement / modifications with respect to new / enhanced / enriched functionality	• Filing, evaluation and monitoring of ARR/Tariff Petition, FAC Submissions and Capital Expenditure Schemes may not be considered for mission critical applications and may not require 24 X 7 Helpdesk with mobile number of Support Engineer. Based on the offerings of GCC 24 X 7 Helpdesk can be provided by the Cloud Service provider. However, the application support can be provided only during the office hours with dedicated email ID of the Support Engineer. Requesting to revaluate the existing clause of the RFP.	Helpdesk shall be available on all working days (over email and phone) and Sometimes Support Engr (Helpdesk) will have to provide the 24 X 7 support during some critical development or situations. No change request will be accepted till completion of the contract period. No Major structural changes will be expected after Go-live.

				• Requesting that the Enhancement / modifications with respect to new / enhanced / enriched functionality should be considered at the rates estimated at the prevalent rates, which shall be mutually agreed upon by MERC. Consulting firm will be able to provide defined efforts with respect to enhancement / modification for new functionalities, post which change request will be initiated	
67	22	2.7.14	Help Desk Services - The selected bidder shall depute staff (Helpdesk) who will be contactable via phone and email to provide assistance to the Users and address their queries and concerns.	Please clarify whether the helpdesk shall be onsite at MERC office or can it be operated remotely.	Helpdesk will be Onsite at MERC Office

68	19	2.7.8. Hosting of the Application for 3 years	2.7.8.1. Specifications
			• Hosting of the application shall be done as per the GoM GR dated 23 April, 2021 for the cloud.
			• **Hosting of the Web Application/ Portal for 3 years** is the responsibility of Selected Bidder and cost of the same shall be considered by the Bidder while submitting the Financial Bid.
				1. Please share required hosting infrastructure details to keep all bidders on the same page of requirement.
				2. Please also share below details to estimate hosting infrastructure sizing
				  2.1 Number of concurrent users with YoY growth
				  2.2 Approximate date size with YoY growth
				  2.3 Estimated data transfer (Bandwidth) during the day or a month? and its YoY growth rate.
				  2.4 Architecture: DC+DR or DC Only
				  2.5 In case of DC+DR Clustering (HA) is required or not? If required than % of DR availability to DC
				3. Total project period is 30 weeks of development + 26 weeks Warranty / Trial period + 3 years Post Go-live Support. Looking to this period, system will be hosted during 6 months Warranty/ Trial period + 3 years support period on GCC cloud, so **total 3 years and 6 months** of hosting service will be required from hosting service provider. However here hosting service will be required for **3 years only**. So please clarify what will be
					Hosting infrastructure shall be as Per DIT GOM, and Meity guidelines. Architecture will be with DR and hosting services will be required for total 6 months of trial period plus 3 years of AMC period.

				the exact hosting service period required to consider.	
69		**General query**	**Security Components**	Can you please provide details on the security components needed, such as firewall, WAF, antivirus, SIEM, DDOS protection, VAPT Audit, IAM etc.?	Industry Standard security components shall be provided to avoid Hacking of portal
70	2.7.15	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.	As per the requirement, could you please specify the backup space required in the DC site (in GB/TB)?	Initially DC/DR size is estimated upto 1 TB, however, additional size as may be required to be provided.
71	-	-	General Queries	Are there any existing systems that the new application must integrate with? if so , please provide details	Interface may be required between MERC Website and the Proposed e-filing/office Portal
72	-	-	General Queries	What are the scalability requirements of the system in terms of user growth and data volume?	It can not be envisaged at this stage of time
73			Additional Clause	We request the hon'ble Commission to add the following industry standard clause: Economic and Trade Sanctions: As of the date of this Agreement, the MERC has represented that (a) neither the MERC nor any of its Affiliates, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) neither the MERC nor `any of its Affiliates are having 50% or more owned or controlled,	It is clarified that MERC is not subject to any Economic and Trade Sanctions. This clarification is sufficient, therefore, the Proposal is not accepted.

				directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of MERC's knowledge, no entity whose 50% or more is owned or controlled by a direct or indirect parent of the MERC or any of its Affiliates is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the MERC or any of its Affiliates. For so long as this Agreement is in effect, the MERC will promptly notify Bidder if any of these circumstances change. If Bidder reasonably determines that it can no longer provide the services to MERC in accordance with applicable law, then Bidder may terminate this Agreement, or any particular services, immediately upon written notice to MERC.	
74	30	Section 3, 1.4	Undertaking from HR	Please specify the format for preparing an undertaking from HR.	It should be on company Letter head mentioning the Numbers of employees.
75			Bid Submission date	A quality & comprehensive bid will take considerable time for preparation and significantly depends on the clarification to pre-bid queries; hence we Request to kindly extend the date of bid submission by 3 weeks.	Last Date of Bid Submission is extended till 18 July 2024:17:00 Hrs
76			General	Please provide at least 1 week extension for submission of proposal.	
77	-	-	Others	Request you to extend the bid for 3 weeks from the date of release of pre-bid clarifications	
78		General	Extension	1. We request you to provide at least 2 weeks time to all the bidders to prepare and submit their bids after you publish responses of the bidder's queries.	

79	NA	NA	Extension for proposal submission date & date for submission of queries	We recognize that opportunity demands thorough examination of Scope of Work and conditions of tender document. Kindly consider extending the Proposal Submission deadline by three weeks to accommodate this, i.e., till 16 July 2024. Requesting to allow extension in date for submission of queries by two weeks, i.e., till 25 June 2024.	Last Date of Bid Submission is extended till 18 July 2024:17:00 Hrs. Queries Submission was already allowed till the date of pre-bid meeting.
80	12, 13	2.1.3. List of deliverables & MIS reports for ARR/Tariff Determination:	2) Login to Utilities, **Consultant with specific access/authority** as decided by the Commission.	1. What is the role of Consultant in the system? 2. Please share all the features and functionalities required to develop for Consultant.	Limited access to the information/data available on portal is to be given to MERC Consultant for vetting of specific reports/formats.
81	41	4.22.1. Liquidated Damages.	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.	It is humbly submitted that the said clause of levying LD is not clear in terms of its trigger point or rate of levying the same. Further this assignment may hardly involve any calculations & there is anyway steps of testing/trial before going live are envisaged thereby ruling out any possibility of error. Further, the ceiling of LD is 10% in all such assignments and are generally linked with the amount of Performance Security which is 10%. Accordingly, we request the hon'ble Commission to clearly define the terms of levying LD and also restrict its value to 10% of the assignment value. In view of the above, we request to clarify the payment terms.	Liquidity Damages will be triggered after recognition of the error/mistake by the Commission. Error/mistake in this regard will be communicated in advance. Opportunity will be given to represent on the same. No change in the rate of Liquidity Damages.
82	2.1.3	2.1.3. List of deliverables & MIS reports for ARR/Tariff	c. Migration of old data which is available in Excel/PDF format	Please clarify size , structure of data which need to be migrate ? Also please clarify format and template s of excel data.	MERC don't have any Application or portal for FAC/CAPEX/ARR. However expected size, structure of data can be assessed from the FAC data available on MERC website. In addition to the website data, the successful bidder has to punch the

		Determination:			data of various utilities with the help of empaneled consultant associated with the Bidder.
83	8	Domain knowledge of Electricity Regulation Item No. 8 of Table 1.5.	The Bidder should engage any of the empaneled Consultancy Firm with MERC as a domain expert for this assignment. (List of MERC empaneled technical consultant is attached as Appendix).	In the said clause, it appears that bidders are required to engage with the empaneled Consultancy Firm with MERC. However, it is submitted that the empaneled consultancy firms which qualify the criteria of the RfP, shall be much better placed to handle such assignments because of their extensive work experience in Power Sector and particularly in the field of the electricity regulation. Accordingly, we request to also allow qualified MERC empaneled consultancy firms to participate, in the said opportunity.	MERC empaneled Consultants (who qualifies the requested Experience criteria) may apply.
84			General	If MERC empanelled consultant has IT capability, can they bid on their own?	MERC empaneled Consultants (who qualifies the requested Experience criteria) may apply.
85	8	1.5(8) AND 1.4(4)	Domain knowledge of Electricity Regulation: The Bidder should engage any of the empanelled Consultancy Firm with MERC as a domain expert for this assignment. (List of MERC empanelled technical consultant is attached as Appendix) Copy of relevant document to demonstrate engagement of consultancy firm. AND Tie up with Empanelled Consultant of MERC Max Marks 10 Agreement to be submitted	Suggestion: Clause No. 1.5 (8) Domain knowledge of Electricity Regulation: The Bidder should engage any of the empanelled Consultancy Firm with MERC as a domain expert for this assignment. (List of MERC empanelled technical consultant is attached as Appendix) Copy of relevant document to demonstrate engagement of consultancy firm. If the domain expert firm possesses the expertise in designing, developing, and implementing software solutions, there is no need to engage with an external IT company. AND Tie up with Empanelled Consultant of MERC Max Marks 10 Agreement to be submitted Query:	MERC empaneled Consultants (who qualifies the requested Experience criteria) may apply.

				Mercados is a well-established consultancy firm with a strong track record in both IT and regulatory domains. On the IT front, our extensive experience includes designing, developing, and implementing high-quality IT solutions for a diverse range of clients. We have a team of skilled professionals adept at addressing complex technical challenges and delivering effective solutions. On the regulatory side, we are currently empanelled with the Maharashtra Electricity Regulatory Commission (MERC). This empanelment reflects our deep understanding of regulatory frameworks and our ability to provide sound regulatory advice and compliance services. Given our proven expertise in both IT and regulatory areas, and the trust placed in us by MERC, we are fully capable of meeting the requirements of this project individually. Therefore, we kindly request the removal of this clause mandating additional external engagement, as it is unnecessary. This will streamline the process and allow us to leverage our in-house capabilities more effectively. The 10 marks allocated to the "tie up" criteria can be adjusted in the turnover criteria as depicted in the point below.	
86	30	Technical Evaluation Criteria Item No. 04	Tie up with Empaneled Consultant of MERC.	As requested earlier to allow eligible MERC empaneled consultancy firms, this scoring criteria may be relaxed for the MERC empaneled consultancy firms and their marks for "turnover mentioned" as item no. 1 may be increased from 10 to 20	MERC empaneled Consultants (who qualifies the requested Experience criteria) may apply. No change in scoring criteria
87	12	2.1.3. List of deliverables & MIS reports	1) Tariff Model with all the sheets to be prepared as per applicable Tariff Regulations 2) Login to Utilities, Consultant with specific access/authority as decided by	a) Need the flow chart for the Process flow. b) Need to understand the current calculation process for ARR.	MERC empaneled technical consultant associated with bidder may give him idea in this regard, considering the utilities in the State.

			for ARR/Tariff Determination:	the Commission. 3) Login to Commission for editing and final approval 4) Auto Computation of entire tariff model 5) The formats shall provide adequate provision for providing "remarks" by Utilities. 6) Dashboard of all assumptions as specified by the Commission considered for various utilities. 7) Dashboard of ARR Summary for all utilities 8) Easy uploading of Data from Excel and Downloading in Excel 9) Development to be scalable and flexible for addition/deletion of specific fields. 10) Approved ARR Summary and tables to be created for Tariff Order (will be shared with the successful bidder at the time of User Requirement Specification/System Requirement Specification.) 11) Need based analysis as a flexible report for specific review. 12) Graphical representation of various parameters from the Tariff summary 13) Tracking / Trend analysis of Tariff on yearly basis for a period specified by the Commission		
88	14	2.1.4	MERC internal Process flow for approval of Project Capital expenditure schemes, FAC and Tariff Determination with following features with Email and SMS alert/notification at each event.	Will the SMS/ Email server be provided by MERC, or does it need to be provided by the bidder?	MERC is using the SMS and Payment gateway in other Application, same can be used here too. Integration will have to be done by Selected Bidder.
89		General	SMS Gateway	1. We assume that SMS gateway will be provided by MERC. Please confirm. 2. If not, then please let us know approximate	MERC is using the SMS and Payment gateway in other Application, same can be used here too. Integration will have to be done by Selected Bidder.

				how many SMS per month will be required to consider.	
90		General query	User and concurrent user	Please provide total counts of MERC User and total count of con -current user	MERC Users: 100 Nos. Con-current user: 50 Nos.
91	19	2.7.8	Hosting of the Application	We request you to provide the number of users who will have access to the web application concurrently. This will help us to procure the server and help us in quoting accordingly.	MERC Users: 100 Nos. Con-current user: 50 Nos.
92	-	-	General Queries	How many users are expected to use the system concurrently and in total?	MERC Users: 100 Nos. Con-current user: 50 Nos.
93	-	-	General	How many concurrent users are there ?	MERC Users: 100 Nos. Con-current user: 50 Nos.
94	-	-	General	Is MSME/Start-ups can claim for Exemption in EMD, Prior Turnover and Experience as per GFR rule ?	MSME are exempted to pay EMD and Tender Fees only. There is no exemption in Experience criteria.
95	-	-	General Queries	In the current set up, does MERC employees have any M365 license? If yes, can you share which type (does it include SharePoint) and what is the number of M365 licenses available with MERC?	No
96		Changes after Go-Live	The Hon'ble Commission may clarify the procedure for changes to be done in the application after Go-Live and accordingly the payment of appropriate fees for the said change.	Any change after Go-Live will require resources and efforts to be dedicated for the changes to be done as suggested by Hon'ble Commission.	No change
97	2.7.18	2.7.18. Key Technical Resource Personnel Requirements	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	Please provide the number of key personnel to be deployed at MERC. Specify the qualifications and experience required for these resources and the duration for which they will be deployed for the development and stabilization phases Also please provide the period of the e phase .	No personnel to be deployed at MERC.
98	2.1	2.1. Overall Scope of Work	Use of Artificial Intelligence in evaluation and monitoring process	please clarify and MERC provide more details on AI tools and its use in proposed system . Is need of generative AI tools for automation or Any specific AI tools or frameworks preferred?	No specific AI tools or framework has been preferred. Automation and data analytics is expected. Selected Bidder can proposed more features using AI.

99	2.1	2.1. Overall Scope of Work	Review, Analysis and MIS report generation for the purpose of performance evaluation by MERC and Regulatory monitoring as per framework of MYT Regulations	Can please MERC provide a list of required reports and the specific metrics that need to be tracked?	No Specific formats/reports have been created, however, the successful bidder shall be able to create reports using the fields, as per requirement, time to time
100	3	Sec 1.2	Project background	Is a separate mobile application required?	No. However, Application/portal should be mobile compliant
101	-	-	General Queries	Considering the complexity of the task at hand as well as the limited information at this stage, we envisage some more queries/ clarifications that we may need to seek from MERC for estimation of the work efforts and pricing. In this context, we request MERC to give us one more chance to ask any subsequent queries/ clarifications.	No. Not accepted
102	-	-	General Queries	We understand that the expectation is for a content management system-based web portal/ application. However, if we propose any Azure based custom solution (which will not be a CMS based solution), will that be considered by MERC?	No. Not accepted
103	19, 20	2.7.9. 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.	1. Please share below details for Physical training at MERC office premise - Mumbai. 1.1. User type wise number of users 1.2 Batch size 2. Please share below details for Virtual training. 2.1. User type wise number of users 2.2 Batch size 3. We assume that training infrastructure will be provided by MERC. Please confirm.	No. of Users will be approximately 25, Training at MERC will be in the Conference room. The Bidder will provide the Training to Administrative Users at MERC Office and / or through Video Conference, whenever required.
104	14	2.1.4	SMS and Email alert/notification for the Generating Companies/ Transmission and Distribution licensees after submission/ Returned/approved of the Capex, FAC proposal and Tariff Determination.	Clarification: Please provide an approximate number of SMS and E-mails to be sent in a month.	Nos. of the SMS and email can not be envisaged at this stage.

105	16	2.7.3	Development of CMS based Web Application Kindly note that there won't be any 'Change Requests' (causing financial implications) during the warranty period as well as maintenance period of 3 years. The Selected Bidder has to implement all the changes requested by MERC with no additional cost.	Based on clause 2.7.2 Business Requirement and process study, we understand that System Requirement Specifications (SRS) shall be approved by MERC which will form the baseline for all subsequent phases of application development and deployment. Please note that any changes at later stages of the assignment impacts the project timelines and project financials. Requesting to consider finalization of SRS and allow change request post finalization of SRS. Post go live stage and during the maintenance period of 3 years in case of no change requests, the effort of changes that can be absorbed in the maintenance cost during the month should be limited to specific number of hours. Limited change requests should be considered in a month with fixed monthly efforts of the resources.	Not accepted
106	24	2.7.22	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	Considering the changes can be required even after finalization of System Requirement Specifications it may affect the project deliverable timelines. It is recommended to revisit the clause on Service Delivery SLA so that the project financials are not impacted. Requesting confirmation of the duration required for acceptance of deliverables. Kindly consider a duration of 15 days for acceptance of deliverables, after which the deliverables will be deemed accepted.	Not accepted

			the product of the above and the number of Weeks delay.		
107	**1.5**	1.5. Pre-Qualification Criteria:	8.Domain knowledge of Electricity Regulation - The Bidder should engage any of the empanelled Consultancy Firm with MERC as a domain expert for this assignment. (List of MERC empanelled technical consultant is attached as Appendix)	Can this clause be amended as- The bidder should meet one of the following criteria: 1.The Bidder should engage any of the empanelled Consultancy Firm with MERC as a domain expert for this assignment. (List of MERC empanelled technical consultant is attached as Appendix) **or** 2.Be a MeitY Empanelled Cloud Service Provider (CSP).**or** 3.Be empanelled with MeitY - Digital India Corporation as a software agency/firm/organization. Valid empanelment letter copy or certification to be submitted.	Not accepted
108	**1.4**	1.4. Technical Evaluation Criteria	04 Tie up with Empanelled Consultant of MERC - 10 Marks	Can this clause be amended as- **Tie up with** 1.The Bidder should engage any of the empanelled Consultancy Firm with MERC as a domain expert for this assignment. (List of MERC empanelled technical consultant is attached as Appendix) - valid agreement **10 marks or** 2.Meity Empanelled Cloud Service Provider (CSP).**or** empanelled with MeitY - Digital India Corporation as a software agency/firm/organization. - **10 marks** Valid empanelment letter copy or certification to be submitted.	Not accepted
109	**2.1.5**	2.1.5. Warranty / Trial period	There would be an initial Warranty / trial period of at least six months wherein both offline and online submission of FAC would be continued and the correct working of Web Based	Please amend warrnety period in 2 months . 6 months is very long . Amending 2 months allows for better allocation of resources towards continuous improvement and long-term support during the AMC period.	Not accepted

			Application / Portal and APP would be tested		
110	2.7.20	2.7.20. Deliverables, Timelines and Payment Milestones:	3 Requirement gathering (in addition to Tentative Scope of Work) and preparation and Sign-off of SRS. a) Finalized Requirement report b) Approved System requirement specification T0 + 5 weeks	Please Amend and We request to extend the timeline for requirement gathering, preparation, and sign-off of the SRS from 5 weeks to 8 weeks to ensure thorough analysis and accurate documentation.	Not accepted
111	2.7.20	2.7.20. Deliverables, Timelines and Payment Milestones:	Warranty / Trial period After Hosting application in GCC cloud T0 + 56 weeks	please Amend and We request to reduce the warranty/trial period from 56 weeks to 40 weeks after hosting the application in the GCC cloud to align with industry standards and project timelines.	Not accepted
112	2.7.17	Warranty, ATS and Annual Maintenance Contract	The selected bidder shall be required to develop the Web portal along with 6 months trial /warranty period and AMC for a period of 3 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.	Please amend warranty period in 2 months . 6 months is very long . Amending 2 months allows for better allocation of resources towards continuous improvement and long-term support during the AMC period.	Not accepted
113	8	8	The Bidder should engage any of the em panelled Consultancy Firm with MERC a s a domain expert for this assignment. (List of MERC empanelled technical con sultant is attached as Appendix)	We are requesting to the department kindly r emove this clause in eligibility criteria, becau se this sounds specific for some bidders. So kindly make this clause general for wider and healthy participation	Not accepted
114	30	4	Tie up with Empanelled Consultant of M ERC	We are requesting to the department kindly r emove this clause in Technical Evaluation Cr iteria, because this sounds specific for some bidders.	Not accepted

				So kindly make this clause general for wider and healthy participation	
115	29	1.4(1)	The Bidder should have annual turnover of Rs. 5 Cr. (Rupees Five Crores) in any one of the last three financial years, i.e. FY 2020-21, 2021-22 and 2022- 23 and The Bidder should have positive net worth, as on the last date of latest audited financial year (FY 2022-23). Marks: 10 marks Copy of CA Certificate, Balance Sheet, Profit and Loss and ITR	Suggestion: The Bidder should have Annual Turnover of Rs. 5 Cr. (Rupees Five Crores) in any one of the last three financial years, i.e. FY 2020-21, 2021-22 and 2022-23 Rs. 05 Crore <= Annual Turnover < Rs. 15 Crore 05 marks Rs. 15 Crore <= Annual Turnover < Rs. 20 Crore 10 marks Rs. 20 Crore <= Annual Turnover < Rs. 25 Crore 15 marks Rs. 25 Crore <= Annual Turnover 20 marks and The Bidder should have positive net worth, as on the last date of latest audited financial year (FY 2022-23). Marks: 10 20 marks Copy of CA Certificate, Balance Sheet, Profit and Loss and ITR Query: Typically, in tenders, no marks are allotted for meeting the minimum turnover requirement. The standard practice is that the marking criteria should be applied to aspects that go beyond the minimum qualification criteria. The primary purpose of minimum qualification criteria, such as a specified turnover, is to ensure that only eligible firms with sufficient financial stability and capacity participate in the tender process. However, assigning marks for merely meeting	Not accepted

				these baseline requirements does not align with standard evaluation practices. Instead, marks should be awarded for attributes that exceed these basic thresholds, such as higher turnover figures, superior technical expertise, innovative approaches, or exceptional past performance. This approach ensures a more competitive and merit-based selection process, ultimately identifying the best-suited firm for the project.	
116	41-42	4.22 and 4.23	4.22. Liquidated Damages 4.22.1. 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. 4.23. 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 defense of such claim including reasonable access to all relevant information, documentation, and personnel provided that the	Suggestion: 4.22. Liquidated Damages 4.22.1. For errors / mistakes: If the Consultant commits any errors / mistakes in the allotted work, the Commission may levy liquidated damages as per the provisions of the Clause No. 2.7.21 to 2.7.24. at the rate of 10 % of the cost of assignment but limited to 25% of the cost of assignment. The overall Liquidated Damages and amount towards Indemnity shall not exceed more than 5% of the total contract value. 4.23. 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;	Not accepted

			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 defense 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.	(ii) the indemnified party shall, at the cost of the indemnifying party, give the indemnifying party, all reasonable assistance in the defense 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 defense 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. Query: We propose the deletion of the clause stipulating liquidated damages for errors or mistakes by the Consultant, as the existing provisions for delay and non-performance within the Service Level Agreement (SLA) already encompass penalty measures. This redundancy creates an unnecessary overlap and potential for excessive penalization. By relying on the comprehensive penalty framework in the SLA, the Commission ensures accountability while maintaining clarity and fairness in the contractual obligations and consequences. This approach streamlines the contract and focuses on performance standards without duplicating punitive measures.	
117	24	2.7.22.	SERVICE DELIVERY SLA (INDICATIVE) Timely delivery of deliverables would	Suggestions: SERVICE DELIVERY SLA (INDICATIVE) Timely	Not accepted

| | | | 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 | 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 1,000 per week
2. For Documents = Rs 5,000 500 per week

Clarification:
We understand the documents required under this criterion pertains to the User Manual of the software solution to be implemented, please clarify the same.

Also, we would like the hon'ble commission to reduce the penalty imposed per week to Rs. 1,000 per week in case of delay pertaining to the software part and Rs. 500 per week in case of delay pertaining to the documents part. | |
| 118 | 17 | 2.7.3 | Kindly note that there won't be any 'Change Requests' (causing financial implications) during the warranty period as well as maintenance period of 3 years. The Selected Bidder has to implement all the changes requested by MERC with no additional cost. | Suggestion:
To be deleted

Query:
Deleting the clause restricting change requests with financial implications during the warranty and maintenance period is essential due to the dynamic nature of the power sector and the inherent uncertainty in | Not accepted |

				long-term projects. Over a three-year duration, unforeseen regulatory changes, technological advancements, or evolving business requirements may necessitate significant alterations to the software. Restricting change requests without allowing for associated costs could burden the bidder unfairly and hinder timely adaptation to emerging needs. Instead, it's prudent to establish a mechanism for handling change requests during the warranty and maintenance period, with provisions for quoting manday rates in the Price Bid only for substantial modifications. This approach ensures flexibility, fairness, and responsiveness to evolving requirements, fostering a collaborative and effective partnership between the bidder and the Maharashtra Electricity Regulatory Commission (MERC).	
119	25	2.7.23	Application Software - 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	Clarification: The clause regarding application software service levels and associated penalties lacks clarity in defining the severity of errors/bugs/defects and the corresponding penalty structure. The distinction between Level-1 and Level-2 errors is vague, making it difficult to determine the severity and impact of each type. Additionally, the penalty calculation method is disjointed, with the penalty per error/bug/defect not clearly specified and linked to a separate reference. To address these concerns, it's crucial to provide clear and unambiguous definitions for Level-1 and Level-2 errors/bugs/defects, outlining specific criteria for each category to ensure consistency in assessment.	Not accepted

				Moreover, the penalty structure should be integrated directly into the clause, specifying the penalty amount for each level of error/bug/defect and ensuring alignment with the overall contract terms. This clarity will facilitate better understanding and adherence to service level requirements and penalties, enhancing accountability and transparency in the agreement.	
120		Payment Milestones	UAT Completion : 20% Go Live of Web portal : 40% Warranty / Trial period : 20% Post Go-live Support : 10% to be paid in Quaterly Installment	UAT Completion : 40% Go Live of Web portal : 20% Warranty / Trial period : 10% Post Go-live Support : 10% to be paid in Quaterly Installment	Not accepted
121	17	2.7.3	Kindly note that there won't be any 'Change Requests' (causing financial implications) during the warranty period as well as maintenance period of 3 years. The Selected Bidder has to implement all the changes requested by MERC with no additional cost.	It is proposed that a limit of 10 free man days per annum may be kept for change requests. Any change request beyond the annual 10 free man days effort shall be payable to the bidder.	Not accepted
122	31	1.6	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.	It is proposed that the QCBS ratio may be revised to 70:30 for a better-quality technical solution	Not accepted
123	41	4.22	Liquidated damages	We request MERC to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	Not accepted
124		1.5. Pre-Qualification Criteria:	**Sr.No.:** 2 **Basic Requirement:** Turnover **Specific Requirements:** Annual turnover of the Bidder in any one of the last three financial years, i.e. FY 2020-21, 2021-22 and 2022-23 (as per the last published audited balance sheets), should be **at least INR 5 Crores.**	1. Looking to the size and importance of the project, required annual turnover of bidder is quite low, so we request you keep it as per below to get quality participations. "**Specific Requirement:** *Annual turnover of the Bidder in any one of the last three financial years, i.e. FY 2020-21, 2021-22 and 2022-23 (as per the last published audited balance sheets), should be **at least INR 50 Crores**.*"	Not accepted

				Please consider. 2. We also request you to amend the Evaluation Criteria against Turnover accordingly.	
125	7	1.5. Pre-Qualificat ion Criteria:	**Sr.No.:** 2 **Basic Requirement:** Technical Capability **Specific Requirements:** The Bidder must have completed **at least 3 years** of operation in the field of web application/ software development. The Bidder should submit a **minimum of 3 Work Orders** of application and software development undertaken by it.	1. The specific requirement asked against Technical Capability requirement of bidder doesn't ask for minimum order value of application and software development undertaken by bidder. Therefore we request you to add minimum order value based on estimated project cost with minimum number of work orders and amend the clause as per below. "*Specific Requirements: The Bidder must have completed **at least 3 years** of operation in the field of web application/ software development. The Bidder should submit a minimum of 3 Work Orders of application and software development of **minimum 50 lacs of each** undertaken by it.*" Please consider. 2. We also request you to amend the Evaluation Criteria accordingly.	Not accepted
126	8	1.5. Pre-Qualificat ion Criteria:	**Sr.No.:** 5 **Basic Requirement:** Manpower requirement **Specific Requirements: At-least 50 working professionals** with hands on experience in Developing web portal software/App	1. Looking to the size and importance of the project, required manpower of bidder is quite low, so we request you keep it as per below to get quality participations. "*Specific Requirements: At-least 250 working professionals* with hands on experience in Developing web portal software/App.*" Please consider. 2. We also request you to amend the Evaluation Criteria accordingly.	Not accepted
127	15	2.5. User Support and	• Application support includes modifications and integration with future systems.	1. The efforts related with future modifications and integration with future systems cannot be predicted at this stage, so	Not accepted

		Maintenance of the Integrated IT application for 3 years		we request you to exclude this task from support scope and kindly amend the clause to treat this under change request process based on mutually decided cost. Please consider.	
128	16	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.	1. We assume that additional requirements which is not mentioned under RFP document and identified at any stage of the project will be treated under change request and the cost of it will be decided based on mutual understanding. Please confirm.	Not accepted
129	17	2.7.3. Development of CMS based Web Application	• Kindly note that there **won't be any 'Change Requests' (causing financial implications) during the warranty period as well as maintenance period of 3 years**. The Selected Bidder has to implement all the changes requested by MERC with **no additional cost.**	1. This condition is open and it is difficult for the bidders to estimate the efforts & costs that will be attracted towards change requests. Therefore we request you to either ask for a composite man-day rate OR fix certain number of days of work for change request. Kindly consider.	Not accepted
130	23	2.7.20. Deliverables, Timelines and Payment Milestones:	2.7.20. Deliverables, Timelines and Payment Milestones: "3. Requirement gathering (in addition to Tentative Scope of Work) and preparation and Sign-off of SRS. - 20% 6. UAT Completion - 20% 7. Go Live of Web portal - 40% 8. Warranty / Trial period - 20% 8. Post Go-live Support - Quarterly "	1. Provided payment milestones are very stringent and not suitable to maintain cash flow of bidder. Hence we request you to amend the payment milestones against respective activities and deliverables as below: " *3. Requirement gathering (in addition to Tentative Scope of Work) and preparation and Sign-off of SRS. - 20% of Development Cost* *6. UAT Completion - 50% of Development Cost* *7. Cloud Infrastructure Cost- 100% Advance for Hosting of Web Application/Portal on GCC Cloud (C)* *7. Go Live of Web portal - 20% of Development Cost*	Not accepted

				8. *Warranty / Trial period - 10% of Development Cost* 8. *Post Go-live Support - Quarterly Payment of Maintenance and Support Cost in 12 equal instalments"*	
131	**24 to 26 & 41**	2.7.22. SERVICE DELIVERY SLA (INDICATIVE) 4.22. Liquidated Damages	2.7.22. SERVICE DELIVERY SLA (INDICATIVE) 4.22. Liquidated Damages 4.22.1. 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.	1. What is to be considered as assignment for implementing liquidated damages? 2. The upper limit of 25% of the cost of assignment is very high. We suggest you to limited to **5%** of the cost of the assignment (exclusive of GST) as per industry standard. Please consider.	Not accepted
132	**29**	1.4. Technical Evaluation Criteria	01 - The Bidder should have annual turnover of Rs. 5 Cr. (Rupees Five Crores) in any one of the last three financial years, i.e. FY 2020-21, 2021-22 and 2022-23 and The Bidder should have positive net worth, as on the last date of latest audited financial year (FY 2022-23). - 10 Marks	1. To make Technical Evaluation Criteria inline with Pre-Qualification Criteria, we suggest you to amend this turnover technical evaluation criteria as below: *"Average annual turnover of bidder from last three financial years, i.e. FY 2020-21, 2021-22 and 2022-23 and The Bidder should have positive net worth, as on the last date of latest audited financial year (FY 2022-23)."* *- 50 to 75 Cr. Average annual turnover - 5 Marks* *- 75 to 100 Cr. Average annual turnover - 7 Marks* *- More than 100 Cr. Average annual turnover - 10 Marks"* Please consider.	Not accepted
133	**29**	1.4. Technical Evaluation Criteria	02 - Number of applications and/or software development during the last three (3) financial years. No. of Projects 3 to 5 - 10 Marks No. of Projects 6-10 - 15 Marks No. of Projects More than 10 - 20 Marks	1. To make Technical Evaluation Criteria inline with Pre-Qualification Criteria, we suggest you to amend this technical capability evaluation criteria as below: *"Number of applications and/or software development of **minimum 25 lacs** of each during the last three (3) financial years.*	Not accepted

				No. of Projects 3 to 5 - 10 Marks *No. of Projects 6-10 - 15 Marks* *No. of Projects More than 10 - 20 Marks"* Please consider.	
134	39	4.19. 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.	1. In recent days most of the authorities ask for **5% of Performance Security Deposit (PSD)** to support cash flow of the bidders. Hence we request you to please keep PSD @5% of the total agreed/ ordered project value. Please consider.	Not accepted
135	23	2.7.20	Deliverables, Timelines and Payment Milestones 3. Requirement gathering (in addition to Tentative Scope of Work) and preparation and Sign-off of SRS 20% Payment (against completion of activity no. 3) 6. UAT Completion 20% Payment (against completion of activity no. 6) 7. Go Live of Web portal 40% Payment (against completion of activity no. 6)	Query: Requesting 60% payment till the User Acceptance Testing (UAT) stage of software deployment is strategic for both parties. From the bidder's perspective, it ensures a timely inflow of funds to sustain ongoing development costs and validates the client's commitment. Technically, reaching the UAT milestone indicates substantial completion of the software, allowing the client to assess its functionality, usability, and adherence to requirements. Releasing partial payment at this stage incentivizes timely completion and satisfactory performance. Additionally, it fosters transparency and collaboration between the parties, facilitating smoother project progression and mitigating financial risks for both. We, understand that the percentage payment is linked to the grand total of the Project Cost quoted in the S. No. 4 of Financial Proposal Submission Format. Also, a revised payment terms are attached in Annexure-A.	Not accepted The Payment milestones mentioned in 'RFP Clause 2.7.20' are w.r.t. Total development cost i.e. % of total development cost - Sr No 1 of Financial Proposal i.e. Component A
136	-	-	General Queries	What is the estimated budget for Development of Content Management System (CMS) based web application/portal for Filing, evaluation and monitoring of	Not available

				ARR/Tariff Petition, FAC Submissions and Capital Expenditure Schemes	
137		General	Requirement Gathering	1. We assume that requirement gathering needs to be done at single location - MERC Head Office, Mumbai only. Please confirm. 2. If multiple locations, then please specify locations.	Only at MERC Office
138	2.7.3	2.7.3.Development of CMS based Web Application	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.	Please clarify that , Is bidder set up onsite team for development work from MERC office . ? Also What are the expectations and responsibilities of the Project Management Cell to be set up at MERC, and will MERC provide any resources or support for this cell. how many onsite resouces required if PMO is to be onsite ?	Onsite Project Management Cell is not mandatory.
139	23	2.7.20. Deliverables, Timelines and Payment Milestones	Payment Milestones mentioned as 20%, 20%, 40% and 20%	The Payment Milestones do not appear in sync with the format of Financial Proposal. The format for Financial Proposal consists of 3 different items including operation & maintenance cost for 3 years. Further, the payment terms are defined in %ages totaling to 100% and on quarterly basis post that. However, the base value(s) for the percentages is/ are not defined clearly.	Payment Milestones mentioned as 20%, 20%, 40% and 20% of the 'Development and Testing Cost (Clause 1 of Annexure-9)'. Maintenance and Hosting cost will be paid Quarterly post service.
140	30	1.4 (6)	Presentation on understanding of the project as per Scope defined, Approach and Methodology, Prototype for Design & Development a.) Understanding of Scope : (20 Marks) b.) Approach and Methodology: (20 Marks)	Suggestion: Given the time constraints for bid submission by June 25, 2024, there might not be sufficient time for bidders to prepare and submit detailed documents alongside their bids. To address this, it is proposed that during the evaluation phase, where each bidder will be given the opportunity to present their understanding of the project scope, approach, and methodology, the relevant presentation will be delivered at that time.	Presentation on understanding of project is the constituent of evaluation process. Hence, bidder needs to submit PPT along with bid. However, bidder can make modification to the same while presenting to evaluation committee and submit such modified PPT.

141	29	1.4. Technical Evaluation Criteria Point No.6:	Presentation on understanding of the project as per Scope defined, Approach and Methodology, Prototype for Design & Development	Clarification sought on : Prototype for Design & Development	Presentation with prototype will help MERC for examining bidder's understanding of the project.
142	19	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.	Requesting that the product upgrade be considered at the rates estimated at the prevalent rates, which shall be mutually agreed upon by MERC and the consulting firm within 3 years of the assignment.	Product developed shall not become obsolete till the completion of contract period. It is the responsibility of the successful bidder to provide the upgraded version of any software/tool/licenses, as and when required. Hence not accepted
143	11	2.1. Overall Scope of Work	b. The software application must be capable of facilitating the following: • Input system from utilities for monthly updation of progress data for **approved projects**, FAC and Tariff Filing as per applicable Tariff Regulations (ARR/Tariff Determination) • Database creation for approved projects and Tariff filing of all utilities, FAC proposals for Distribution utilities.	1. Please let us know whether the project approval processes will be required carried out within the system OR just flagging of project approval thru authorized users is required to implement. 2. If project approval processes are required to carried out in the system then please let us know user role wise all step-by-step processes required to implement in the system. 3. Please provide user role wise feature and functionality required to implement as part of project monitoring.	Project Approval process will be carried out on e-filing/office portal, however, for particular proposal all documents and information needs to be shared from this proposed FAC/CAPEX/ARR portal.
144	20	2.7.10.2. Application support including modificat	• 24X7 Helpdesk with dedicated email ID and mobile number of Support Engineer • Enhancement / modifications with respect to new / enhanced / enriched functionality	a) Will the department share all the required APIs for integration ?	Required APIs will be developed by Selected Bidder in coordination with existing MERC vendors.

		ions and integration with future systems The scope of selected bidder covers the following activities:	• 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.		
145	22	2.7.17. Warranty, ATS and Annual Maintenance Contract	The selected bidder shall be required to develop the Web portal along with 6 months trial /warranty period and AMC for a period of 3 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.	In the said clause, the requirement of any specific no. of experts is not mentioned. The same needs to be clarified as the financial proposal shall greatly depend on the number of experts to be placed at the client's office. Accordingly, we request to specify the number of experts required during the AMC period as the same has direct implication of the effort and bidders' proposal for the said assignment.	Selected bidder has to deploy One Helpdesk / Support Engineer at MERC Office.
146	22	2.7.18. Key Technical Resource Personnel Requirement	• The selected bidder is expected to deploy necessary Technical Resource persons 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. • 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,	We understand that there is no regular onsite deployment of experts required during the development of such portals. Further, the said clauses of the RfP also do not mention any regular onsite deployment of the experts. Required experts are required to be deployed at MERC office during the operation phase though. We request the hon'ble Commission to confirm our understanding.	Selected bidder has to deploy One Helpdesk / Support Engineer at MERC Office.

			stabilization of the application in time successfully.		
147	2.7.12	2.7.12. Software Change and Version Control	The selected bidder shall have Version Control software to maintain the software version control and configuration information for any system documentation and application software.	Does MERC have a preferred version control system, or can the selected bidder choose any industry-standard version control software	Selected Bidder may choose any industry-standard version control software.
148	2.7.16	Storage, Administration & Management Services	• Management of storage environment to maintain performance at desired optimum levels. • Development of storage management policy, configuration etc.	Kindly specify the IOPS for storage with block size. (for eg., 1000 IOPS/GB, 3000 IOPS/GB)	Selected Bidder will provide the Industry Standard IOPS / GB so as to maintain the optimum availability of Application at all time
149	14	2.1. Overall Scope of Work	f. Support and maintenance of application for 3 years. The proposed Web based application /Portal is to be hosted on the GCC Cloud (as per GoM GR dated 23 April, 2021) by the successful bidder and application & hosting is to be implemented **as a product / package** in MERC. The **copyright of this product** will be with MERC.	1. What is your expectation towards implementing a system as a product / package. Please elaborate. 2. What you mean by stating the term "The copyright of this product will be with MERC.". Please clarify.	Software to be developed as a product, configurable for any similar regulatory authority.
150		General query	SSL & Domain	Please provide any need of SSL and Domain for MERC for this new portal and web application	SSL certificate or Sub domain cost will be borne by Successful Bidder.
151	8	7	The Bidder shall have a registered or service provider office in the State of Maharashtra	After receiving the work order, we will establish an office in the state of Maharashtra. Kindly allow us to participate.	Successful Bidder has to submit the undertaking that they shall have registered or service provider office in the State of Maharashtra
152	8	6	The Bidder shall have registered or service provider office in the State of Maharashtra	We are requesting to department kindly ask an undertaking letter for office establishment within 30 days of receiving the work order copy. So that it will help for many bidders to participate in this Project.	Successful Bidder has to submit the undertaking that they shall have registered or service provider office in the State of Maharashtra within 30 days of work Order.

153	8	1.5 Pre-Qualification Criteria: Point No.6: Office in Maharashtra	The Bidder shall have registered or service provider office in the State of Maharashtra	We are suggesting you, alter the clause as : Self-attested copy/declaration for If office is not available in Maharashtra, then declare the opening of office in Maharashtra within 30 days from date of award of contract	Successful Bidder has to submit the undertaking that they shall have registered or service provider office in the State of Maharashtra
154	29	Technical Evaluation Criteria Item No. 02	Certification for : CMMi Level 3 : (5 Marks) CMMi Level 5 : (10 Marks)	Based on our extensive work in the sector, we believe that ISO 27001 is a must for such assignments, as the same pertains to information security, Therefore, we request to allow ISO 27001 also in addition to CMMi Certification. Accordingly, we request to modify the said clause as under: "Certification for: CMMi Level 3: (5 Marks) CMMi Level 5 : (10 Marks) ISO 27001 Certificate" : (10 marks)"	Technical Evaluation Criteria Item No. 02 Certification for : CMMi Level 3 / ISO 9001 : (5 Marks) CMMi Level 5 / ISO 27001 : (10 Marks)
155	1.4	1.4. Technical Evaluation Criteria	03 .Certification for : CMMi Level 3 : (5 Marks) CMMi Level 5 : (10 Marks)	**Can this clause be amended as-** 03.Certification for : CMMi Level 3 : (7 Marks) CMMi Level 5 : (10 Marks) **supporting Document** Copy of Valid Certificate till the date of bid submission	Technical Evaluation Criteria Item No. 02 Certification for : CMMi Level 3 / ISO 9001 : (5 Marks) CMMi Level 5 / ISO 27001 : (10 Marks)
156	8	Certification Item No. 7 of Table 1.5	The Bidder should have at least CMMi level 3 Certified.	Based on our industry experience, the most required certification for such assignments is ISO 27001, as the same pertains to information security, which is much needed for such assignments of national/ state importance. Therefore, we request to consider ISO 27001 in addition to CMMi Certification. Accordingly, we request to modify the said clause as under: "The Bidder should have at least CMMi level 3/ ISO 27001 Certification."	The Bidder should have at least CMMi level 3 or ISO 9001 Certified.

157	2.1	2.1. Overall Scope of Work	Database creation for approved projects and Tariff filing of all utilities, FAC proposals for Distribution utilities.	What are the expected data fields and structures for the database? Will MERC provide a data model or schema?	The Historical approvals of the FAC, CAPEX or basic data information in regards to the particular licensee to be punched on the portal. Bidder can asses the expected database from the data available on MERC website and seek guidance from empaneled consultant associated with the Bidder.
158	13	2.1.3 (C)	Migration of old data which is available in Excel/PDF format.	Clarification: We request you to kindly guide on the volume of data to be migrated. Also, please clarify whether the PDF files are in readable format.	The Historical approvals of the FAC, CAPEX or basic data information in regards to the particular licensee to be punched on the portal. Bidder can asses the expected database from the data available on MERC website and seek guidance from empaneled consultant associated with the Bidder.
159	13	2.1.3. List of deliverables & MIS reports for ARR/Tariff Determination:	c. Migration of old data which is available in Excel/PDF format.	a) How much data is there to be migrated ? b) Will data entry be required ? c) Will data cleansing be required ? d) Will there be a requirement for data digitization ?	The Historical approvals of the FAC, CAPEX or basic data information in regards to the particular licensee to be punched on the portal. Bidder can asses the expected database from the data available on MERC website and seek guidance from empaneled consultant associated with the Bidder.
160	23	2.7.20. Deliverables, Timelines and Payment Milestones:	4 Application Development of Web Portal - T0 + 24 weeks	There is no timeline mentioned for data migration. How much time would be allocated for this ? What percentage of payment would be made for this activity ?	The Historical approvals of the FAC, CAPEX or basic data information in regards to the particular licensee to be punched on the portal. Bidder can asses the expected database from the data available on MERC website and seek guidance from empaneled consultant associated with the Bidder.
161	12	2.1.3.c	Migration of old data which is available in Excel / PDF format	1) Is the migration of all historical data from Excel sheets required? if so , what is the volume and structure of this data?	The Historical approvals of the FAC, CAPEX or basic data information in regards to the particular licensee to

					be punched on the portal. Bidder can asses the expected database from the data available on MERC website and seek guidance from empaneled consultant associated with the Bidder.
				2) It is assumed that the old data is available in soft copy for migration, and no manual data entry is required. Please confirm.	
162	13	2.1. Overall Scope of Work	c. Migration of old data which is available in Excel/**PDF format**.	1. What is to be available for Migration of old data thru PDF format file? 2. Please provide the sample of pdf format file, which is to be used for data migration.	The Historical approvals of the FAC, CAPEX or basic data information in regards to the particular licensee to be punched on the portal. Bidder can asses the expected database from the data available on MERC website and seek guidance from empaneled consultant associated with the Bidder.
163		**General query**	**Security Components**	If the VAPT is required then also confirm the frequency (yearly once/ yearly twice)	The security audit of Cloud Infrastructure as well as the Application shall be arranged to be carried out by the selected bidder through a Cert-In empaneled Firms/Agencies at least once a year. The cost of the Security Audit will be borne by the selected bidder.
164	16	2.7.3.Development of CMS based Web Application	• Kindly note that there won't be any 'Change Requests' (causing financial implications) during the warranty period as well as maintenance period of 3 years. The Selected Bidder has to implement all the changes requested by MERC with no additional cost.	a) What would the type of change request be. Small, Medium or Large ? b) In case of huge changes required, then an estimation would have to be done for the efforts .	The Selected Bidder has to implement all the changes requested by MERC with no additional cost.
165	12	2.1.1.10)	10) Alarming /Message / Email in case of violation of timelines etc	Is there any existing SMTP/Mail server set up in GCC that can be leveraged for notification purpose?	There is no existing Set-up.
166	2.7.9	2.7.9.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	can you please how many training location of MERC and how many session will be there ? Also who will be responsible for arranging training related hardware and arrangements ?	Training location will be MERC Office only or through online applications, which will not require any hardware requirement to successful bidder.

			overall project plan. The trainings shall be provided at MERC office premises or through Video Conferencing		
167	13	2.1.3 2)	Login to Utilities, Consultant with specific access/authority as decided by the Commission.	1) Please provide a breakdown of user roles and permissions (e.g. administrators , analysis , field users)? 2) What are the preferred methods of user authentication (e.g. single sign-on , multi-factor authentication)? 3) Are there any existing identity management systems that the application should integrate with?	Users will be MERC officers and its consultant or vendor. Authentication may be single sign-on at least. No existing identity management system
168	-	-	General Queries	Are there any peak usage times that are identified when the system needs to be optimized for?	Usually not required. However, in case, such situation arises, system shall be advised to optimized for the shorter period as per requirement.
169	15	2.1.5	There would be an initial Warranty / trial period of at least six months wherein both offline and online submission of FAC would be continued and the correct working of Web Based Application / Portal and APP would be tested. Any changes required based on observations noted in trial run would be undertaken by the successful vendor. Trial period will end only after the incorporation of such changes in the application.	The warranty/ trial period is mentioned as at least six months while there is no upper cap on the warranty/ trial period. We request to mention an upper cap on the warranty/ trial period without which it is impossible to estimate the level of efforts and costs. Please mention an upper cap of 9 months for the warranty/ trial period.	Warranty period will be as per RfP Document
170	2.7. 15	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	Please provide information regarding the backup policy (daily incremental, monthly full) and also specify the backup retention policy (daily, weekly, monthly, quarterly).	Weekly incremental Back up required with quarterly retention.

			regular basis. Prompt problem resolution in case of failures in the backup processes.		
171		Tender Fees/EMD	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	The micro and small enterprises as defined as per MSMED Act, 2006 having valid registration certificate are exempted from paying EMD and Tender Fees	Yes
172	4	1.2	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	Clarification: We would like to clarify whether the successful bidder will also have to develop any mobile application too?	Yes, developed portal shall be mobile compliant / friendly.
173	15	2.1.5	There would be an initial Warranty / trial period of at least six months wherein both offline and online submission of FAC would be continued and the correct working of Web Based Application / Portal and APP would be tested.	We understand the management of the offline FAC data in the warranty period too will be under the scope of Commission. Please clarify.	Yes, However, Offline data needs to be uploaded on the portal by the successful bidder
174	13	Sec 2.1.3	List of deliverables & MIS reports for ARR/Tariff Determination c. Migration of old data which is available in Excel/PDF format.	Is migration of old excel sheet data expected in the portal or data entry of the old data will be done manually by end users during Warranty period / post go-live?	Yes.