



**Request for Proposal for  
Development, Implementation and Maintenance of  
Content Management System (CMS) based  
Application for new Petition e-filing and various  
modules for implementation of e-office.**

**Date 28 May 2024**

**Maharashtra Electricity Regulatory Commission**

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

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# Section 1: Notice Inviting Tender (NIT)

## 1.1. Introduction

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was established on 5 August, 1999 under the Electricity Regulatory Commission Act, 1998, a Central Act which was superseded by Electricity Act, 2003 (**EA 2003**).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

## 1.2. Project Background

- MERC has developed its Petition e-Filing portal (<https://e-filing.merc.gov.in/>) in August 2021. This portal provides a complete solution for Petition filing including Case Registration and document uploading by all the related parties such as Petitioners, Respondents, intervenors, etc. All case-related documents are managed within this portal and stored on Cloud. Other Office files and documents are being processed either in hard format or on emails for approval.
- Now, the Commission intends to adopt 100% digital functioning and eliminate the movement of hard files in its office functioning. Accordingly, work needs to be undertaken on the following fronts:
  - Development of a new e-filing portal along with slight modifications.
  - E-Office suite for movements of files of all sections (Technical/ legal/ administration).
  - HR module
  - Pay Roll Module
  - Vendor Module
  - Migration of data
- 
- MERC invites proposals **as per the RFP** from reputed, competent and professional Firms, having expertise in IT aspects of electricity and conversant to MERC Regulations that meet the minimum eligibility criteria specified in this RFP.
- The interested Firms shall submit proposals in the prescribed format, complete in all respects as per the schedule mentioned in the RFP information sheet. If any date indicated in this document is a declared Holiday, the next working day shall become operative for the

respective purpose mentioned herein.

- RFP documents can be downloaded from the MERC website or from the '[www.mahatenders.gov.in](http://www.mahatenders.gov.in)'. MERC disclaims any factual/or other errors in this document (the onus is purely on the individual agencies to verify such information) and the information provided herein is intended only to help the agencies to prepare the Proposal.
- Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- Prospective bidders are advised to check the prequalification criteria before submitting the proposals.

### 1.3. Invitation for Bids (IFB)

- Maharashtra Electricity Regulatory Commission invites electronic Bid Proposals from reputed, competent, and professional Firms/Agencies/Companies that meet the minimum eligible criteria as specified in this RFP for the development of a web-based application/portal for the development of CMS Based new Petition e-filing Application Suit.
- The complete RFP document has been published on the Government of Maharashtra's e-Tendering website <http://mahatenders.gov.in>.
- Bidder who wishes to participate in the bidding process must register on the website <http://mahatenders.gov.in> , unless already registered.
- To participate in the online Tendering process, the Bidders must procure Digital Signature Certificates (DSC: class II or class III) in accordance with the IT Act 2000. Bidders who already have a valid DSC need not procure a new DSC.
- The bidding process would be followed in two phases i.e. two envelope bidding mechanism one for separate Technical and another for Financial Proposals.
- The Bidder shall submit the offer in electronic formats both for technical and financial proposals. Earnest Money Deposit (EMD) should be submitted online, as prescribed in NIT, along with the technical Bid.
- MERC will not be responsible at all for any delay in online submission due to any reason. For this, the Bidder are requested to upload the complete bid well within the stipulated time to avoid any unforeseen problems.
- No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal Contract is signed and executed between the Tendering Authority (MERC) and the Successful Bidder.
- MERC disclaims any factual/or other errors in this document (the onus is purely on the individual Bidder to verify such information) and the information provided herein is intended only to help the Bidder to prepare a logical bid proposal.

#### 1.4. Notice Inviting Tenders (NIT)

Sr. No.	Particulars	Details
1	Cost of Tender Document	Rs 10,000 (Non-Refundable)
2	Earnest Money Deposit (EMD)	Rs 1,00,000/- (Rs. One Lakh only)
3	Mode of Bid Submission	Online through e-Tendering system at <a href="http://mahatenders.gov.in">http://mahatenders.gov.in</a>
4	Tendering Authority	Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai - 400005
5	RFP upload	28 May 2024
6	Last Date of Submission of Queries	10 June, 2024 up to 1600 Hours Pre-Bid Queries can be submitted at <a href="mailto:tenderqueries@merc.gov.in">tenderqueries@merc.gov.in</a> as per format enclosed at <a href="#">Annexure-3</a> in RFP
7	Date and Time of Pre- Bid Meeting	13 June, 2024 at 1500 Hours  (will be conducted through video conference)*
8	Last Date of Submission of Bids	24 June, 2024 up to 1700 Hours
9	Date and Time of Opening of Bids	26 June, 2024 at 1700 Hours
10	Bid Validity	180 days from the Bid submission date.
11	e-Tendering Helpline	24 X 7 Help Desk Number 0120-4200462, 0120-4001002 Mobile No 8826246593 Email – <a href="mailto:support-eproc@gov.in">support-eproc@gov.in</a>  For online Payment related issues: <a href="mailto:merchant@sbi.co.in">merchant@sbi.co.in</a> . You may also contact 022-27560149 for clarifications.

*\*Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial/financial tenders shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering portal of the department before opening of the same.*

Note:-

1. The Office of Maharashtra Electricity Regulatory Commission has reserved the right to accept or reject any or all tenders without giving any reason thereof.
2. MERC will host a Pre-Bid Meeting on 13 June, 2024 at 15.00 Hrs in respect of above Tender through **video conferencing** on 'Microsoft Teams' instead of a physical meeting.

The authorised representative of the bidders may attend the pre-bid meeting through a link to be provided by MERC IT Cell. The authorised representative who wishes to attend the pre-bid meeting should send a request along with authorisation letter mentioning his email Id, on MERC email ID tenderqueries@merc.gov.in on or before 12 June, 2024 at 12.00 Hrs.

If prospective bidders face any difficulty in joining the video conference, they can contact MERC IT Cell on the following numbers:

Mr. Nilesh Davle - 8928071522

### 1.5. Pre-Qualification Criteria:

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder should be a Company registered under the Indian Companies Act, 2013 or a Partnership Firm registered under the Indian Partnership Act, 1932.	Copy of Certificate of Incorporation or copy of Registration Certificate
2	Turnover	Annual turnover of the Bidder in any one of the last three financial years, i.e. FY 2021-22, 2022-23, and 2023-24 (as per the last published audited balance sheets), should be at least INR 5 Crores.	CA Certificate with CA's Registration Number/ Seal and copy of the audited report.
3	Govt Project Experience	The bidder should have successfully designed, developed, and hosted at least 05 websites/ web portals for any Government organization/ Institute	Work Order / Certificate of completion of the work for clients/ Client satisfaction certificates
4	Technical Capability	The bidder should have at least 05 years of continuous experience of successfully designing, developing, and/or hosting websites/web portals for any Government organization/ Institute.	Work Order/ Certificate of completion of the work for clients/ Client satisfaction certificates for each year of experience

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
5	Blacklisting	When bidding, firms black-listed/ debarred from participating in any procurement by any State or Central Government or UT or PSU in India are not allowed to bid.	A self-certified letter as per <a href="#">Annexure 5</a> of the RFP
6	Manpower requirement	At-least 50 working professionals with hands-on experience in Developing web portal software/App.	Self-Certification from Bidder along with names of Resources and their qualification and expertise.
7	Office in Maharashtra	The Bidder shall have a registered or service provider office in the State of Maharashtra	Copy of Registration / License from Competent Authority.
8	NICSI Empanelled	The bidder should be empanelled in NICSI Tier-III category	Valid Empanelment letter copy to be submitted.
9	CMMi Certification	The bidder should have CMMi level 3 or above certification in software development valid as on the date of bid submission.	Bidder to submit the valid CMMi level 3 or above certification for software development & its authenticity must be verified using the portal of CMMi institute. (Certificates other than CMMI Institute will be disqualified)

### 1.6. RFP Submission Process

- Raising of queries/clarifications on Request for RFP document: The prospective Company/Firms for the sake of brevity hereinafter referred as ‘bidder’ requiring any clarification on this document should submit their written queries to Email id: tenderqueries@merc.gov.in. Any suggestions/feedback may also be sent to the above email id.
- All the bids must be valid at least for a period of 180 days.
- Modification in RFP document: MERC may modify any part of this document (RFP) as and when required or warranted. Such change(s), if any, may be in the form of an addendum/corrigendum and will be uploaded to [www.mahatenders.gov.in](http://www.mahatenders.gov.in). All such change(s) shall become part and parcel of this RFP and shall be binding on all prospective Firms. Interested Firms are advised to regularly refer the [www.mahatenders.gov.in](http://www.mahatenders.gov.in) website for any



updates.

- Prospective Firms are advised to study the RFP document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms, and requirement specifications in the RFP document with full understanding of its implications. Bids not complying with all the given clauses in this RFP document are liable to be rejected. Failure to furnish all information required in the RFP document or submission of a Bid not substantially responsive to the RFP document in all respects will be at the Firm's risk and may result in the rejection of the Bid.

## **Section 2: Terms of Reference (ToR)**

## 2.1. Detailed Scope of Work

### **Development of new Petition e-filing application**

**Background:** MERC developed its Petition e-Filing portal (<https://e-filing.merc.gov.in/>) in August 2021 and is presently being used. This portal facilitates Case Registration and document uploading by both Petitioners and Respondents. All case-related documents are managed within the portal and stored on the Cloud. However, Other Office files and documents are either being processed in hard format or through emails for approval of the Commission.

Now, the Commission is intended to adopt 100% digital functioning and eliminate the movement of hard files in regular functioning in the office. Accordingly, Scope of work to be undertaken under this tender is as below:

#### **1) Development of new e-filing portal:**

- a) The existing portal allows the registration of parties and the filing of Petitions and other case-related documents by parties. The selected Developer/Bidder should study the existing module and simplistically replicate all the existing features.
- b) Prospective bidders are encouraged to review the current operations of MERC's E-Filing portal and consult the 'Online Help' section to comprehend the workflow.

#### **2) New Developments / enhancements in new e-filing portal:**

- a) Registration of 'Organization' User: Currently, while registering an Organization User, the Employee Code, email ID, and Mobile number of the Authorized Person are entered in the Portal. All the notifications are being sent on the same email ID and Mobile number.

Modifications:

- We need to generate an Organization Code (System generated) and the Concerned Authorized Person will be attached under that Organization Code.
- Name and Designation of the Authorized person shall be recorded in the Portal.

- After the transfer/retirement of the Authorized person, the details of the new Authorized person will be taken and same will be attached under the Organization Code.
- b) Hearing Attendance: Currently after the scheduling of a Case, a Legal cell collects the names of the Hearing participants (who will be attending the hearings) via email.

Modifications: We need to create a new form for collecting the following information from All the Parties related to a particular Case:

- The Following fields will be entered by all the Parties after scheduling of Case: Name of participants, Mobile Number, email ID. These fields will be operational till the date and time specified for each case.
  - A Case wise, Party wise report needs to be generated showing Names, Mobile no, email Ids of all the participants.
- c) Service of Notice: While sending the intimation of registration of a ,new Petition to all the Parties, there should be a provision to send the Link of the Petition through email and SMS.
- d) Addition of 'Advocates for Respondent': Currently there is no provision to add the Advocates for the Respondents in the portal.

Modifications: We need to create the facility to add the 'Advocate' for the Respondents similar to the Petitioners.

- e) API development and sharing with MERC Website Developer: An API shall be developed for sharing the data related to Notices, Daily Orders, and Orders to MERC Website Developer (currently M/s Kreate technologies) so that Notices, Daily Orders, and Orders gets automatically uploaded on the MERC website after uploading/sharing them on the Petition e-filing portal.
- f) In addition to existing features, e-filing module should allow issuance of Notices, Orders, Daily Orders through module itself. Said module should keep record of various directions issued in the Orders and generate pop-up or send auto email to concerned party reminding filing of compliance report. Status of such compliance of directions shall be editable to the technical/legal officers of the Commission.

- g) E-filing portal should use AI tools for auto-generating Notices, Orders, Reports etc, which can be downloaded for manual verification/modification.
- h) Document Consolidation: Upon case conclusion (Issuance of Order/submission of Compliances), the system will generate a comprehensive PDF file (Single) containing all case-related documents and the Commission's approvals. For further processing in the particular case, the system will also facilitate the sharing of files via links to prevent file duplication and optimize Cloud storage utilization. Module should also have provision to upload digital copy of old Case files.
- i) File segmentation: There should be a partition to each file one for public viewing on portal (that will contain the documents uploaded on portal, Daily Orders and final Orders) and other one for MERC (that will contain additional documents including all the approvals along with versions including remarks).
- j) All documents should be indexed/numbered properly and should be accessible through search query.
- k) User/Role-based access (rights) should be allowed.
- l) API needs to be shared with MERC website developer, MERC's Digitization project developer or any other MERC vendors during the maintenance period.

### **3) E-Office Module:**

- Presently, all the files are either being moved in hard copy or through email.
- E-Office module needs to be developed to digitize all office works/activities. It should also facilitate the elimination of the movement of hard copies.
- Initiator (Officer) should have option to create approval channel/hierarchy and any person in that approval channel should have option to either approve, reject or modify the document, or refer it back to any officer in the Office, also to the person who is not in the approval channel for comments.
- Initiator should be able to access and attach copies/links of documents stored in digital format while putting up the document for approval.
- Approving Authorities to sign the document digitally. An appropriate tool for digital signature needs to be selected.
- E-Office Module needs to interact with all digital platforms of MERC.

- Once the File is closed after approval, single PDF file with page numbers should be generated from all documents filed in that matter date-wise. Digital documents needs to be indexed and stored properly so as to access easily after preliminary search. So that, if any further fresh approval is to be processed in the same matter, the initiator can use that created consolidated file as a base document.
- Various Report needs to be generated using the data stored in the module.
- Department-wise folder for soft files in a database and department-wise accessibility.
- Access of the approved file shall be with the concerned Officer only in addition with Secretary and the Commission.

**4) HR module should include following:**

- Keeping Service records of the employees
- Auto pop-up once any action is due, such as increment, promotion etc.
- Filling-up of Annual Performance Report (CR), Property declaration and various Undertakings by the employees
- Filing and approval of Budget, Leaves, Medical claims and Allowances or any other HR related grievances/ representations.
- Pay Roll
- Any Other facilities related to the employees.

**5) Vendor Module:**

- Registration of Vendor / Consultants / Contractor of MERC
- Invoices to be raised through this portal by Vendor. The queries related to invoices to be replied through the module only.
- Creating approval channel depending upon the invoice.
- Updating payment made against each invoices.
- Vendor/ Consultants/ Contractor shall have an option to see the status of their invoices.

**6) Migration of data:**

- Existing data from

- existing e-Filing portal,
- Digitization server,
- Employee/HRMS Portal and
- Local centralized File server
- the data subsequently digitized by the MERC (Digitization project data)

7) **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.

8) **Warranty / Trial period:** - There would be an initial Warranty/trial period of at least six months wherein sharing of data without API would be continued (same as current practice) and the correct working of Web Based Application / Portal would be tested. Any changes required based on observations noted in trial run would be undertaken by the successful vendor. The trial period will end only after the successful incorporation of such changes in the application.

**9) Deliverables: Web Portal development and Implementation**

- Development of the Project Implementation plan
- Business Requirements and Process Study
- Installation, Configuration & Development of application
- Application Testing
- Quality Review
- Project and Product Documentation
- Security Audit through Cert-In empaneled Auditor (at least once in a year)

**10) Hosting of Application for 3 years**

- Hosting of the product on GCC Cloud as per GoM GR dated 23 April, 2021 will be the responsibility of the selected bidder.
- The bidder has to submit the details about the Hosting Infrastructure to be used for the Application hosting.

### **11) Training and Capacity Building**

- Training and Capacity Building required for using the newly developed Application.
- Imparting of regular refresher training for the updates as and when required or requested by MERC.

### **12) User Support and Maintenance of the Integrated IT application for 3 years**

- Application monitoring and Compliance to Service Level Agreements
- Application support includes modifications and integration with future systems.
- Bugs / Fixes Management
- Appropriate actions on the vulnerability found in annual security audits
- Software Change and Version Control
- Maintenance of Configuration Information & System documentation

### **13) Operations and Maintenance**

- Provision of help desk software.
- Server Monitoring, Administration & Management Services
- Backup, Restore and Archival Services
- Storage Administration services
- Database Administration
- User Administration
- Security Administration
- Production Control and Scheduling
- Warranty, ATS and Annual Maintenance Contract

### **14) Application Development and Implementation**

#### **2.1.1. Development of the Project implementation plan**

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

- Design and Development plan
- Pre-commissioning, Operational and User Acceptance Testing Plan
- Delivery and Installation Plan
- Training Plan



- Risk Management Plan
- Warranty Service Plan
- Task, Time, and Resource Schedules
- Post-Warranty Service Plan
- Quality Assurance and Control Process details which must include (but not limited to) detailing on Metrics, Reviews, Problem Reporting and Corrective action, System audit etc.
- Old Data Import Plan

### **15) Business Requirement and process study**

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

### **16) Development of CMS based Web Application**

- Selected Bidder has to develop the Application as per the GIGW guidelines.
- Based on the approved System Requirement Specification, the Selected Bidder will undertake the system configuration. MERC may agree to modify the requirement mentioned in this document in light of suggestions made by the Selected Bidder. However, MERC completely reserves the right to agree or not to agree to any changes suggested by the Selected Bidder.
- The Scope of Work (**SoW**) is mentioned in **Section 2** above. This is tentative which may undergo changes during the execution of the project based on the detailed System Requirement study conducted by the selected bidder.
- All such identified changes shall also form part of the desired functionalities and shall be included in the ‘Scope of Work’ without any additional financial implications during the implementation period. The selected Bidder may, if so required, include the add-ons or modules to fulfill the requirements.
- Kindly note that there shall be no ‘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 during the Development, Warranty as well as Maintenance period.

- All forms, reports & MIS, as per users' requirements, shall be incorporated in solution implementation. All required procedures, policies, shall also be incorporated in business rules of proposed application by the selected bidder.
- Selected Bidder has to design and implement the requisite user authorization (for MERC users and Utilities) as well as other IT security controls, for the entire solution. Finally approved/accepted solution will be delivered as "System Configuration" document and the same should be implemented at MERC office, which is identified within the scope of this project.
- The selected Bidder may set up Project Management Cell at MERC for carrying out Development of the software. This cell will also coordinate with Cloud Service provider for hosting the Web application in the cloud.
- The selected Bidder may use open-source technologies for web portal and app development which are best suited to this project after consultation with MERC.

### **17) Application Testing**

- The selected bidder shall design the Testing strategy including Traceability Matrix, Test Cases and conduct testing of various components of the solution configured/ customized for MERC. The Solution testing shall at least include Unit Testing, System Integration Testing, Performance Testing, User Acceptance Testing (UAT), etc.
- The selected bidder shall obtain the sign-off from MERC on testing approach and plan (inclusive of Test cases). The selected bidder shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing.
- The selected bidder shall demonstrate to MERC that the solution meets all the functional & technical requirements as per the RFP as the requirements finalized during the requirement gathering activity done by Selected bidder.
- The selected bidder shall provide and ensure all the necessary support for the conduct of the User Acceptance test. The Selected bidder shall share the test cases and demonstrate the testing procedure to the identified employees.
- The selected bidder shall fix the bugs/errors found during the testing, document the results of the testing and submit a report to MERC.

### **18) Quality Review and Security Audit**

**18.1 The core responsibility of the quality review team will be as follows:**

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

**18.2 Security Audit**

- The selected bidder is also required to conduct security audit of the production environment through Cert-In empaneled Auditor in the cloud where application will be hosted as a part of the Final Acceptance Test.
- The Security audit of the application shall also be get conducted every year through Cert-In empaneled Firms/Agencies. The detail scope of audit will be finalized at the time of finalization of preparation of test cases.
- 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 (for Cloud as well as Application) will be borne by the selected bidder.
- The selected bidder shall submit the Security Audit certificate (for Cloud as well as Application) to the MERC each year.
- It will be the responsibility of the selected bidder to ensure that all the vulnerabilities and issues reported in the audit are promptly resolved and the resolution document is submitted to MERC and Security agency to show the compliance.
- All Security Requirements like HTML/ SQL Injections, application of Stored Procedures etc. should be taken care of.

**19) Project and Product Documentation**

- The selected bidder will provide detailed final system documentation for reference to MERC. Selected bidder shall prepare the final User Manuals incorporating details of all menus and functionality provided by the System.
- Detailed Design document detailing technical architecture (application, network, and security)
- Database infrastructure architecture, including clustering/ mirroring, backup & recovery strategies, defining data structure, data dictionary as per standards.
- Data Architecture, interface architecture and integration architecture. Appropriate load balancing and clustering techniques should be adopted by the selected bidder in the Solution design for meeting the requirements of the RFP.

- Configuration Documentation: consisting of system setting and parameters for each function modules.
- Any other documentation required for usage and maintenance of implemented solution at each location like Technical Manual, Installation Guides etc.
- System operational procedure manuals.

## **20) 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.

## **21) Hosting of the Application for 3 years**

### **(1) Specifications**

- 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.**

### **(2) Network connectivity.**

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

## **22) 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.

## **23) Application monitoring and Compliance to Service Level Agreements**

It is the responsibility of the selected bidder to:

- Monitor the Web portal on a day-to-day basis to ensure that it functions reliably.
- Monitor application to ensure that the application does not suspend, hang etc.
- Monitor components, increase or decrease the resources (as per the utilization) including but not limited to, Application servers, Web Servers, Middleware and other Servers on an ongoing basis to ensure smooth functioning of the applications.
- The selected bidder shall ensure compliance to uptime and performance requirements of IT solution as indicated in the SLA and any major changes to the software shall be planned accordingly by the selected bidder for ensuring the SLA requirements.
- Ensure the accuracy and timeliness of data uploaded as received.
- Resolve and report the data discrepancies to the designated MERC persons.
- The selected bidder shall submit a document on the performance of the application against the desired SLA on a Quarterly basis.

#### **24) 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
- 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.

#### **25) Bugs / Errors Fixing**

- The selected bidder shall address all the errors/bugs/gaps in the functionality at no additional cost during the operations (Warranty) & maintenance period (i.e. 3 years from the date of Expiry of the Warranty). The selected bidder shall identify and resolve application problems like system malfunctions, performance problems, data corruption etc. due to which the Application is not able to give the desired performance.

- The selected bidder shall be responsible for the following:
  - Updating all available patch/ updates to the IT solution.
  - providing handholding support to end users
  - Ensuring proactive and timely support in identification and provision of solutions including OEM Support for resolution.
  - Timely logging of Bugs/Problems
  - Daily / Weekly / Monthly Status Reports to MERC.

## **26) 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.
- All changes during the support & maintenance phase shall be subjected to the comprehensive & integrated testing by the selected bidder to ensure that the changes implemented in the system meets the desired and specified requirements of MERC and doesn't impact any other function of the system.
- Troubleshoot all possible problems, monitor erratic behavior through the Application Logs.
- All planned changes to application systems shall be coordinated within established Change Control processes to ensure that:
  - Appropriate communication on change required has taken place.
  - Proper approvals have been received.
  - Schedules have been adjusted to minimize impact on the production environment.
- The selected bidder shall obtain approval from MERC for all the proposed changes before implementation of the same into production environment.
- The selected bidder is required to keep all such documentation up to date to reflect the latest enhancements/modifications made to the application. All documentation should be prepared as per latest industry standards and should incorporate necessary version control mechanism.

## **27) 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).

- The maintenance contract may be extended for further period, as may be approved by the Commission after reviewing the performance of the Selected Bidder.

## **28) Help Desk Services**

- The selected bidder shall depute staff (Helpdesk) who will be contactable via phone and email to provide assistance to the Users of the Application and address their queries and concerns.
- A proper escalation matrix as mentioned in the duly approved Operational Manual, will be followed if the problem cannot be resolved.
- Maintain an updated on-line help-desk telephone number listing in the Escalation Matrix.
- Call tracking and closure.
- Problem escalation in case of service levels not adhered to.
- Provide a detailed contact list of Help Desk Support to MERC.

## **29) 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.

## **30) Storage, Administration & Management Services**

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

## **31) 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.

### 32) 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, stabilization of the application in time successfully.

### 33) Handholding support

- We require handholding support during warranty period of the Software for which necessary arrangements will have to be made by the Bidder.

#### i) Deliverables, Timelines and Payment Milestones:

Sr. No.	Activity/Task	Deliverables/ Milestone	Timelines (In weeks)	Payment Milestone
1	Project Award		Project Start Date = T0	
2	<ul style="list-style-type: none"> <li>• Project Planning</li> <li>• Resourcing schedule</li> <li>• Development Implementation and Maintenance approach of Web portal</li> </ul>	a) Finalized Project plan b) Finalized Inception Report	T0 + 3 weeks	
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	20% (against completion of activity no. 3)



4	Application Development of Web Portal	-	T0 + 24 weeks	
5	System Testing	Unit and Integration testing reports	T0 + 27 weeks	
6	UAT Completion	As per the Final approved SRS.	T0 + 28 weeks	20%
7	Go Live of Web portal	After Hosting application in the GCC cloud	T0 + 30 weeks	40%
8	Warranty / Trial period	After Hosting application in GCC cloud	T0 + 56 weeks	20%
8	Post Go-live Support	SLA adherence report on a monthly basis	3 Years after Go-Live	Quarterly (Post Service)

**ii) SERVICE LEVEL AGREEMENT (SLA)**

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

**iii) SERVICE DELIVERY SLA (INDICATIVE)**

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

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

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

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

1. For Software Application= Rs 10,000 per week
2. For Documents = Rs 5,000 per week

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

**iv) Correctness of Delivery:**

- Correctness of deliverables would comprise software application as per Scope of Work defined at Para 2.1 and all documents that are to be submitted as part of the project deliverables.
- Service Level Requirement- All the deliverables defined in the contract has to be submitted first Time-Right as mentioned in the contract with minimum error/defect/bugs (as defined below).
- Documents- The documents submitted to MERC for final approval should have no errors.
- Application Software - The required service level for the application software correctness is:

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

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

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

For software application

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

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

**v) Availability of Services SLA**

- Application Availability Refers to the Total Time when the application is available to the Users for performing all activities and tasks.
- Service Level Requirement: The average availability of the application should be at least 99.5% in a month, as per GoM GR for cloud:  
Measurement of Service level parameter =  $[(\text{Total Uptime of the Application in a month}) / (\text{Total Time in a Month})] * 100$
- If the selected bidder is not able to meet the above defined service level requirement, then any deviation from the same shall be levied a penalty as per the said GR. However, the selected bidder should take at least 7 days prior approval from MERC in writing for the planned outage.

# **Section 3: Evaluation Criteria and Qualification Criteria**

### 3. Evaluation

#### 1.1. Evaluation process

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

#### 1.2. Guidelines / Principals for Evaluation of Bids

- The Tendering Authority i.e. MERC shall insure all of the evaluation and qualification criteria specified in the Bidding Document;
- The determination shall be based upon an examination of the documentary evidence of the Bidder qualifications and proposed solution submitted by the Bidder;
- A Bidder shall be considered to be eligible if it meets the eligibility criteria as mentioned in the RFP;
- A responsive Bid shall be the one that meets the requirements of the Bidding document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where:
- "Deviation" is a departure from the requirements specified in the Bidding Document;
- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- A material deviation, reservation, or omission is one that, if accepted, shall:
  - Affect in any substantial way the scope, quality, or performance of the Software and related Services specified in the Bidding document; or
  - Limits in any substantial way, inconsistent with the Bidding document, the Tendering Authority's rights or the Bidder's obligations under the proposed Contract; or
  - If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- Provided that a Bid is substantially responsive, the Tendering Authority -

- May waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission;
- May request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material, non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid;
- Shall rectify non-material, non-conformities or omissions. To this effect, the Bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in eligibility/pre-qualification and evaluation criteria of this Bidding Document.

1.3. Technical Evaluation Process

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

1.4. Technical Evaluation Criteria

SN	Criteria	Max Marks	Required Document								
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 2021-22, 2022-23 and 2023-24 and The Bidder should have positive net worth, as on the last date of latest audited financial year	10	Copy of CA Certificate, Balance Sheet, Profit and Loss and ITR								
02	Number of applications and/or software development during the last three (3) financial years. <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>No. of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3 to 5</td> <td>10</td> </tr> <tr> <td>6 to 10</td> <td>15</td> </tr> <tr> <td>More than 10</td> <td>20</td> </tr> </tbody> </table>	No. of Projects	Marks	3 to 5	10	6 to 10	15	More than 10	20	20	Work Order Copy
No. of Projects	Marks										
3 to 5	10										
6 to 10	15										
More than 10	20										
03	Certification for : CMMi Level 3 : ( 7 Marks ) CMMi Level 5 : ( 10 Marks )	10	Copy of Valid Certificate till the date of bid submission								

SN	Criteria	Max Marks	Required Document						
04	<p>Experience in conducting CQW certification of websites</p> <p>Number of websites for which CQW certification successfully completed: -</p> <p>03 Certification - 4 marks 04-05 Certifications - 7 marks 06 or more Certifications - 10 marks</p>	10	CQW certificates .						
05	<p>Strength of Selected Bidder i.e. Total No. of IT professionals</p> <table border="1" data-bbox="428 789 846 961"> <thead> <tr> <th>No. of IT Professionals</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>7.5</td> </tr> <tr> <td>More than 50</td> <td>10</td> </tr> </tbody> </table>	No. of IT Professionals	Marks	50	7.5	More than 50	10	10	Undertaking from HR
No. of IT Professionals	Marks								
50	7.5								
More than 50	10								
06	<p>Presentation on understanding of the project as per Scope defined, Approach and Methodology, Prototype for Design &amp; Development</p>	40	Presentation to committee						
	a.) Understanding of Scope : ( 20 Marks )								
	b.) Approach and Methodology: ( 20 Marks )								

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

### 1.5. Financial Bid Evaluation

- The Financial Bids of technically qualified Bidder will be opened on the prescribed date.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- The Financial Bids/ cover of Bidder who qualify in technical evaluation shall be opened online at the notified date and time;

- To evaluate a Bid, the Tendering Authority shall consider the following:
  - The Bid price as quoted in accordance with Bidding Document;
  - Price adjustment for correction of arithmetic errors in accordance with Bidding Document.
- The evaluation shall include all costs and duties excluding the taxes, applicable to the Bidder as per law of the Central/ State Government/ Local Authorities.

#### **1.6.Method of Selection**

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

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



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

## **4. Instructions to Bidder (ITB) & Bidding Process**

### **4.1. Tender / Bidding Document**

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

### **4.2. Clarifications to the Bidding/ Bid Document**

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

### **4.3. Pre Bid Meeting**

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

### **4.4. Amendment of Bidding Document**

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

#### 4.5. Documents Comprising the Bid

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

#### 4.6. Consortium/Joint Venture

- Bidder may associate with other partner to enhance the qualification and submit the necessary agreement or any other relevant document of Consortium/Joint Venture to participate in the Tender.
- Consortium/Joint Venture is permitted in this Tender.
- Lead Partner of Consortium/Joint Venture shall participate in the Tender. However, if participation is equal, any partner of Consortium/Joint Venture may participate in the Tender.
- A proposal submitted by a Consortium/Joint Venture shall be signed by an authorized representative with a written power of attorney signed by each member's authorized representative to legally bind all partners

- All the Partners in Consortium/Joint Venture shall be jointly and severally liable for the entire contract if they are successful bidder.

#### 4.7. **Subcontracting**

- Subcontracting is not allowed for this Tender.

#### 4.8. **Earnest Money Deposit (EMD)**

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

#### 4.9. **Language of Bid:**

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

#### 4.10. **Deadline for Submission of Bids**

- Bidders must submit the Bids online at e-Tendering website as indicated in the NIT /of subsequent Corrigendum, if any;

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

#### 4.11. **Format & Signing of Bids**

- The Bid forms/templates/annexures, etc., wherever applicable, shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the Bidding Document. This authorization shall consist of a written Letter of Authorization from the authorized person, accompanied with a Board Resolution in case of a company/power of attorney;
- Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are duly signed by the authorized person signing the Bid;
- The Bid, duly signed (digitally) by authorized signatory, should be uploaded on the e-Tendering portal in the required file/ format;
- Bidders must submit their Bids online at e-Tendering portal. Bids received by other means shall not be accepted;
- If Bids are not submitted as per the details mentioned in this Bidding document and e-Tendering website, the Tendering Authority shall reject the Bid.

#### 4.12. **Negotiations**

- As a general rule, negotiations after opening of financial Bids shall be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as

when the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of Bids;

#### 4.13. **Disqualification**

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

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

#### 4.14. **Acceptance of the Tender/ Bid and Notification of Award**

- Prior to the expiration of the period of Bid validity, the Tendering Authority shall notify the successful Bidder, in writing, that its Bid has been accepted;
- The Tendering Authority shall award the Contract to the Bidder whose proposal/ Bid has been determined to be the best value Bid;
- Decision on Bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a Bid cannot be taken within the original Bid validity period due to unavoidable circumstances, all the Bidders shall be requested to extend validity period of their Bids up to a specified date;
- As soon as a Bid is accepted by the Tendering Authority, its written intimation shall be sent to the concerned Bidder. If the issuance of formal Work Order is likely to

take time, a Letter of Intent (LoI) may be sent in the meanwhile. In the same intimation the Bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value;

- The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the Bidder;
- The EMD of the rejected Bids shall be refunded soon after the agreement with the successful Bidder is executed and his Performance Security Deposit (PSD) is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

#### 4.15. Confidentiality

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

#### 4.16. Conflict of Interest

- MERC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of MERC's procurement ethics requirement that Bidders, Suppliers, and Contractors under contracts observe the highest standard of ethics, MERC will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified;
- A Bidder may be considered to be in a conflict of interest if the Bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the Bid;
- It may be considered to be in a conflict of interest with one or more parties in the bidding process :-
  - If they have controlling shareholders in common; or
  - If it receives or have received any direct or indirect subsidy from any of them; or

- If they have the same legal representative for purposes of the Bid; or
- If they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this Bidding process.

**4.17. Tendering authority’s Right to Accept / Reject any or all of the Bids**

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

**4.18. Signing of Contract**

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

**4.19. 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.
- Failure of the selected Bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation / termination) of the award and forfeiture of the EMD. In that event the Tendering Authority may award the Contract to the next best value Bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.
- No interest will be paid by MERC on the amount of EMD and PSD.
- In case of selected Bidder, the EMD may be adjusted in arriving at the amount of the PSD;

**4.20. Reservation of Rights**

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

- Extend the closing date for submission of the Bid proposals;



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

#### 4.21. **Monitoring of Contract**

- An officer or a committee of officers may be nominated by Tendering Authority to Evaluate/ monitor the progress of the contract during its delivery period;
- During the delivery period the committee shall keep a watch on the progress of the Contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable Contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work like fabrication work, the process of completion of work may be watched and inspected;
- If delay in delivery of services is observed, then MERC shall issue a notice to the selected Bidder seeking reply for delay in delivery. The selected bidder shall reply to the notice within 5 days after receipt of written notice, giving reason for delay.
- Any change or Amendment in the Constitution of the Firm or Agency or a Company, etc. shall be notified forth with by the selected Bidder in writing to the Tendering Authority and such amendment/ change shall not relieve any former member of the firm, etc., from any liability under the Contract;

- No new partner/ partners shall be accepted in the Firm by the selected Bidder in respect of the Contract unless he/ they agree to abide by all its terms, conditions and deposits with the Tendering Authority through a written Agreement to this effect. The bidder receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract;
- The selected bidder shall not assign or sub-let his Contract or any substantial part thereof to any other agency without the permission of Tendering Authority.

#### 4.22. **Liquidated Damages**

4.22.1. For errors / mistakes: If the Selected bidder 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 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.

#### 4.24. **Terms and Conditions of Tender**

##### 4.24.1. **Definitions**

- For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:
- “Price” means the price payable to the Selected Bidder as specified in the Financial quote, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- “Day” means a calendar day.
- “Completion” means the fulfillment of the related services by the Selected Bidder in accordance with the terms and conditions set forth in the RFP.

#### **4.24.2. General Conditions of the Bid**

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

#### **4.24.3. Taxes & Duties**

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

#### **4.24.4. Confidential Information**

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

#### **4.24.5. Force Majeure**

- The selected Bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure;
- For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the selected Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected Bidder. Such events may include, but not be limited to, acts of MERC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the selected Bidder shall promptly notify the MERC in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by MERC, the selected Bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- In case a Force Majeure situation occurs with the MERC, the MERC may take the case with the Selected Bidder on similar lines.

#### **4.24.6. Termination**

##### **4.24.6.1. Termination for Default:**

- The MERC reserves the right to, without prejudice to any other remedy for breach of Contract, by a written notice of default of at least Thirty (30) days sent to the selected Bidder, terminate the contract in whole or in part:
- If the selected Bidder fails to deliver any or all deliverables of the service within the time period specified in the contract, or any extension thereof granted by MERC; or
- If the selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected Bidder, in the judgment of MERC, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
- If the selected Bidder commits breach of any condition of the Contract;  
or

- If the total penalty levied on the selected Bidder in a month exceeds 25% of total billing in that month.
- If MERC terminates the Contract in whole or in part, amount of PSD and due payment if any, may be forfeited;
- Termination for Insolvency
- MERC may at any time terminate the Contract by giving a written notice of at least Thirty (30) days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MERC.

#### **4.24.6.2. Termination for Convenience**

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

#### **4.24.7. Settlement of Disputes**

- **General:** If any dispute arises between the Selected Bidder and MERC during the execution of a Contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Selected Bidder on the points of dispute. The selected Bidder will also be given an opportunity of being heard by the Commission. The Commission's decision over the representation will be final and the same will be conveyed to Selected Bidder;

#### **4.24.8. Arbitration:**

Any disputes or differences of any nature whatsoever any claim gross claim counterclaim are set up are regarding any right liability act or omission or

account of any of the parties hereto arising out of the in relation to this agreement (other than those in respect of which the decision of any person is why the agreement express to be final and binding) shall be referred to the arbitration as for the provisions of the Arbitration and Conciliation Act, 2015 and amended from time to time. All arbitrations shall be held only in Mumbai. Before going to Arbitrator, time of at least 45 days should be considered for resolving the conflict amicably. The Arbitrator will be appointed with consent of both parties.

**4.24.9. Governing law:** The contract shall be governed by and construed in accordance with the laws of the Republic of India.

**4.24.10. Jurisdiction:** Any dispute arising out of this executed contract between the selected Bidder shall have the jurisdiction of appropriate Court in the Mumbai exclusively.

## **Section 5: Annexures**

# Annexure 1: Formats

1. **Capex in principle sample DPR submitted by Utility**
2. **Capex Monitoring Format**
3. **FAC Format**
4. **Tariff Model Format**



## Annexure 2: Cover Letter

(On Company Letter Head – Signed by Authorized Signatory)

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

Reference: NIT No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:



# Annexure 3: Pre-Bid Queries Format

(On Company Letter Head – Signed by Authorized Signatory)

**Name of the Company/Firm:**

**Query / Clarification Sought:**

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

# Annexure 4: Certificate of Conformity/ No Deviation

(On Company Letter Head – Signed by Authorized Signatory)

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

## CERTIFICATE

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

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

# Annexure 5: Self-Declaration – No Blacklisting

(On Company Letter Head – Signed by Authorized Signatory)

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

# Annexure 6: Bidder's Authorization Certificate

(On Company Letter Head – Signed by Authorized Signatory)

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

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

# Annexure 7: Format for Submission of Project References

(On Company Letter Head – Signed by Authorized Signatory)

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

# Annexure 8: Bank Guarantee Format

(On Company Letter Head – Signed by Authorized Signatory)

## BANK GUARANTEE FORMAT

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

To,

The Secretary,

Maharashtra Electricity Regulatory Commission,

\_\_\_\_\_

Sir,

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

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



2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the MERC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the MERC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the MERC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said Tender Document and the decision of the MERC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the MERC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the MERC and it is further declared that it shall not be necessary for the MERC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the MERC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be\ outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the MERC to recover the said amount of <INR \_\_\_\_\_ (Rupees <in words>>>>>>>>>>>>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.



## GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

# Annexure-9 Financial Proposal

(On Company Letter Head – Signed by Authorized Signatory)

Date: ...../...../2024

Client's Name and Address

Sub: Invitation of Bids for **Development of Web based Application /portal for “Filing, evaluation and monitoring of ARR/Tariff Petition, FAC Submissions and Capital Expenditure Schemes”** at Maharashtra Electricity Regulatory Commission (MERC).

Dear Sir,

We, the undersigned, offer to provide the services for **Development of Web based Application /portal for “Filing, evaluation and monitoring of ARR/Tariff Petition, FAC Submissions and Capital Expenditure Schemes”** in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]* \_\_\_\_\_]. This amount is exclusive of the all taxes, duties etc.

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address: Seal:

# Financial Proposal Submission Format:

Sr. No	Item-wise amounts (Inclusive of Taxes)	Unit Rate (in Rs.)	Taxes (in Rs)	Total Amount including Taxes (in Rs)
1	Development of CMS based Web based Application/Portal, Testing and Implementation Cost as per scope of work (A) (including warranty period of 6 months)			
2	Operation and Maintenance Cost for 3 years after Go-Live (B)			
3	Hosting of Web Application/Portal on GCC Cloud (C)			
4	Grand Total (A+B+C)			
<b>Grand Total in Words:</b>				