

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		22-02-2024 11:41:19
Tender Code	SE/TRC/T 83F/2023-24/T01	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	The Maharashtra State Electricity Distribution Company Ltd. (MSEDCL), invites bids for 'Appointment of consultant on retainer-ship basis for providing consultancy services as project management unit (PMU) to office of CMD, MSEDCL'	
Estimated Cost (In Lakhs)		
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	5000	
GST In INR (@18% on Tender Fee: SAC No.	900	
Total Tender Fee Amount including GST in INR.	5900	
Contact	Shri Saiprasad B Agre , 9960703023 ,setrcmsedcl@gmail.com	
Pre-Qualifying Req	The Bidder should have experience of retainership / PMU / PMC assignment of minimum 24 months period involving regulatory/ commercial/ technical assistance for distribution company in India, preparation of ARR/MYT Tariff Petitions with Distribution Utilities or Evaluation & Analysis of ARR petitions for SERC - Minimum 5 ARR/ MYT Tariff Petitions. The Bidder shall be well acquainted with the Regulatory environment in the power sector, and functioning of licensees / generating companies of Central or State Companies / Central or State Regulatory Commission or other Central / State or other Regulatory Authorities and possess experience in dealing with such similar matters on a wide range.	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Tariff Regulatory Cell	
Office Type	HO	
Location Type	Corporate Office	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of The Superintending Engineer (TRC) MSEDCL, Prakashgad, Fifth Floor Bandra (East), Mumbai 400 051	
Bid Opening Address	Office of The Superintending Engineer (TRC) MSEDCL, Prakashgad, Fifth Floor Bandra (East), Mumbai 400 051	

Version No	1
Call for Deviation	NO
Is Annexure C1 Applicable	NA
Is Manufacturer Applicable	NO
Is Trader Applicable	NO
Minimum % of Offered Quantity	NA
Is Power Supplier Applicable	NO
Tender Sale Start Date	22-02-2024 11:00
Tender Sale End Date	14-03-2024 11:00
Bid Start Date	22-02-2024 14:00
Bid End Date	14-03-2024 16:00
Pre-Bid Meeting Date	04-03-2024 11:00
Techno-Commercial Bid opening on	15-03-2024 14:00
Price Bid opening on	Will be declared later
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	Y



**APPOINTMENT OF CONSULTANT ON RETAINER-SHIP BASIS FOR
PROVIDING CONSULTANCY SERVICES AS PROJECT MANAGEMENT
UNIT (PMU) TO OFFICE OF CMD, MSEDCL**

TENDER DOCUMENTS



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

(A Govt. Of Maharashtra Undertaking)

CIN: U40109MH2005GC153645

"Prakashgad", Bandra (E), Mumbai 400 051.

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SECTION 1
INSTRUCTIONS TO THE BIDDERS

E - TENDER NO.: SE/TRC/T83F/23-24/T01

TENDER - APPOINTMENT OF CONSULTANT ON RETAINER-SHIP BASIS FOR PROVIDING CONSULTANCY SERVICES AS PROJECT MANAGEMENT UNIT (PMU) TO OFFICE OF CMD, MSEDCL

INSTRUCTIONS TO THE BIDDERS

1 GENERAL

1.1 Scope of work

1.1.1 Objective for establishing PMU

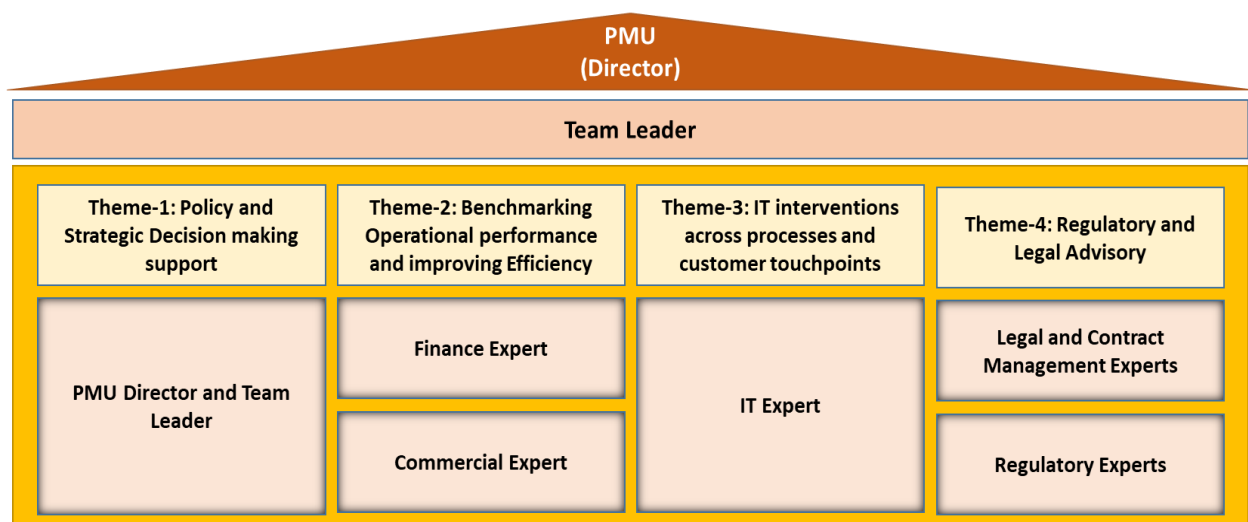
MSEDCL is progressing towards its Vision Statement which aspires “To be the best power distribution utility of India by delivering reliable and quality service at competitive price to the consumers and contribute to the sustainable development of our State and Nation”.

In this journey, a pressing need is felt to have a specialized team of experts who can help the utility in key high level managerial and decision-making support, carve strategic initiatives, address critical challenges and pave way for the future growth and sustenance of the Utility.

The team shall work as a Project Management Unit and will provide advisory assistance for the complete turnaround of the utility in the following Theme Areas:

- a. **Theme -1: Policy and Strategic Decision making support**
- b. **Theme -2: Benchmarking Operational performance and improving efficiency**
- c. **Theme -3: IT interventions across processes and customer touchpoints**
- d. **Theme -4: Regulatory and Legal Advisory**

The overarching structure of the PMU across thematic areas and key experts required are outlined in the schematic below:



1.1.2 Scope of Work and Tasks to be performed by PMU Members

The following outlines the activities to be undertaken as part of this Request for Proposal (RfP):

i. Project Director

With a minimum of 15 years of experience in Power Sector Domain, the Project Director is expected to support in the following aspects:

- a. High Level Strategic Advisory on mandates driven by the Central and State Government
- b. Overall strategic directions and roadmap for turnaround of utility business
- c. Advise on aspects related to asset monetization, financial sustenance, improvement of utility performance and ratings
- d. Provide insights on the best practices in Industry, IT strategy and improvement trajectory that can be adopted by the Utility
- e. Responsible for ensuring timely delivery of assigned tasks and quality of performance.
- f. Though intermittent, the Project Director shall be available online and should remain present for high level meetings physically.

ii. Team Leader

Team Leader should have at least 12 years of experience of managing power sector business should have experience of advising Utilities on matters related to policy, regulatory, power procurement, distribution aspects, commercial, financial pertaining to notifications issued by State Govt./ Central Govt./ Regulatory Commissions/ CEA/ MOP etc. Under the guidance of the Project Director, he shall be responsible for:

- Overall Review, Co-ordination, Monitor the overall progress and providing key inputs to all the team members.
- Assisting MSEDCL on policy matters including support in review of existing Policies on Energy sector and aligning with proposed Electricity amendment bills.
- Support in formulation of integrated State Energy Policy and State Energy plan for 2025-2030 & 2031-2040.
- Support in monitoring of implementation of various initiatives/schemes like RDSS, 24x7 plan, Smart Grid implementation, Electricity supply in Smart Cities, Feeder Separation, energy audit, Support in filing of tariff petition and other related work etc.
- Formulating policies/frameworks for “Ease of doing Business” with respect to Electricity services
- Assistance in preparation of discussion material for meetings of MSEDCL officials with the Ministry of Power / State Governments etc.;
- Devising new model of partnerships including revenue share model/JV/BOOT etc.
- Presentation on new concepts / representation on topics etc., provided by State/ Central Govt

iii. Finance Expert

Financial Expert should have at least 8 years of experience of working in power utilities including implementation of large scale financial restructuring/ business plans. The team member shall provide support in the following areas:

- Deep dive into the current financial performance of the company and identify areas of improvement.
- Analyse and assess the current credit ranking of DISCOM and suggest approach to improve the same.
- Suggest strategies to enhance the fund availability with discom for implementing capex and opex requirements at cheaper interest rates from FIIs/Multilateral agencies.
- Support in Preparation of Annual operating budget and Cash Flow Projections based on the likely performance of the company.
- Provide financial recommendations on the implementation of large scale/capital intensive projects duly aligning with the operational improvement strategy
- Monitor the progress on large scale Central Assisted schemes and ensure that the discom is able to achieve maximum financial benefits from the same. Early warning/Issues to be flagged that impacts access to funds made available under such schemes due to operational delays in implementation of the scheme.
- Identify opportunities of asset monetization within MSEDCL. Make a business case for such considerations before management and other relevant stakeholders for implementing the same.
- Advisory assistance in subsidy accounting and related matters.
- Support in implementation/preparation of Regulatory accounts as and when required by MERC.

iv. Commercial Expert

Commercial Expert should have at least 8 years of experience and shall have sound knowledge of billing, metering and collection framework of discoms. As part of the team, the member shall support in the following areas:

- Deep dive into the Metering, Billing and Collection aspects of discoms upto the circle level to identify areas of financial losses. Devising MIS formats related to M-B-C function (Metering Billing and Collection functions) of MSEDCL including but not limited to fixing of KPIs, targets of field officers aligning the same with management and organisational goals, appraise the management on variation observed in achieving the monthly targets, identifying and suggesting ways to improve efficiency in such aspects.
- Develop a Performance Measurement Framework (PMF) which would allow for monitoring of progress made by the Utility. The PMF will objectively measure the operational objectives (e.g. AT & C loss reduction, ACS/ ARR gap elimination) and should further map issues at operational level clearly identifying actions which are behind schedule. The same may encompass:
 - a. Pareto analysis on divisions based on the energy input vis-à-vis the distribution losses.
 - b. Provide Monthly ranking of divisions/zones based on their operational performance.
 - c. Identification of circle wise and consumer category wise issues related to MBC function and give recommendation on proposed methods for improvement.
 - d. Formulating loss reduction strategies based on best practices implemented in other states and monitoring of suggested activities at macro level
- Support in developing circle wise O&M plan with prioritized implementation based on return to company analysis.

- Assist MSEDCL in Data analytics and meter data verification of High value HT consumers. Provide inputs to strategize the enforcement division in identifying losses and prevent revenue leakages.
- Support for developing Arrear Recovery plan and continuous monitoring of arrear recovery by MSEDCL officials
- Support in commercial aspects related, however not limited, to the following:
 - Automatic Compensation under “Electricity Right of Consumers) Rules 2020”, Electricity Rules, Green Energy Open Access etc., notified by the Ministry of Power Government of India.
 - Electrical vehicle related matters like calculation of services charges, making presentation, update on Electrical vehicle scenario and others related to Electric vehicle.
 - Direct Benefit Transfer (DBT) related matters.
 - Piloting new technologies under the ambit of Smart grids by facilitating pilots.
 - Devising the framework and policy for creating micro grids and start ring main operation at sub transmission level starting from smart cities and big towns.
- Support in competitive bidding processes including evaluation of bid for MNRE Roof Top Solar System.
- Support, analysis, advising MSEDCL on the various Amendments in the Electricity Act, Regulations, Policies and Guidelines issued by MNRE and various authorities from time to time related to Roof top solar system, Support for Filing Petitions related to Rooftop Solar System for Commercial sections before MERC/various Legal Forums
- Any other work on issues related to Roof Top Solar System or other matter as may be assigned by Chief Engineer (Commercial).

v. IT Expert

IT Expert should have at least 10 years of experience in Business Development with specialized knowledge in new initiatives and technology adoption within the power sector. The member shall provide support in the following areas:

- Map the current deployment of IT in business process, network and consumer touchpoints along with the planned initiatives
- Compare the use of IT by other private firms based on information available in public domain, discuss the products/offers made by OEMs/service providers for the distribution space
- Carve out the IT roadmap for MSEDCL for the next five years duly considering the cost benefit analysis for such initiatives and impact on consumers with such improved services. MSEDCL may create an Innovation Committee to decide on the Roadmap.
- Prepare the DPR for such roadmap in tandem with Regulatory, Finance and Legal expert for seeking approval from MERC. Roadmap shall identify quick wins, short/medium and long term plan along with the capital outlay.
- Front end the implementation road map in tandem with the IT team of MSEDCL and ensure smooth phasing/rollout of initiatives.
- Map physical progress of such initiatives and benefits derived from such implementation.
- Demonstrated expertise in evaluating, selecting, and implementing new technologies and initiatives.

- Strong knowledge of power procurement processes, new avenues for increasing revenue, industry trends, and emerging technologies.
- Proven track record of successful change management and stakeholder engagement.
- Excellent communication, negotiation, and project management skills.

vi. Legal and Contract Management Expert

Contract Management Expert should have at least 8 years of experience in managing procurement contracts, including negotiation, administration, and dispute resolution.

- Review of standardized bidding document(s) prepared by respective Department(s) and with an objective to optimise the procurement procedure to decrease procurement cycle duration, removing barriers to fair competition and enabling discovery of competitive prices.
- Advisory support for the formulation of policies related to the selection of technology for complex procurement items/projects.
- Support MSEDCL as an expert in EPC bid process management related to major distribution related works requiring top level involvement including MERC & higher committees.
- Support in critical inputs/ monitoring implementation of RDSS scheme and other flagship scheme of State and Central Govt.
- Continued bid process management support for select tenders for specified works and new initiatives such as
 - Selection of revenue collection channel partners.
 - Leasing of space for telecom towers.
 - Metering and Billing tender.
 - Energy Audit
 - Assistance in developing bid document for agricultural TC to PC.
 - Assistance in developing new bidding mode like BOOT/Revenue Share model of process outsourcing
- Support in Negotiation, development, and management of procurement contracts, ensuring compliance with contractual terms, timelines, and regulatory requirements for high value tenders.

vii. Regulatory Experts

Regulatory Experts should have at least 8 years of experience in legal and regulatory compliance within the power sector. The Team members shall be entrusted with the following tasks:

- Regulatory support to Commercial wing of MSEDCL by providing inputs on regulatory issues/matters of high impact. Support shall be in areas of research, practices adopted by other utilities/SERCs/State Governments that shall help the utility to mitigate the adverse impact in such matters, if any.
- Undertake Tariff Rationalisation across categories. Provide assistance in proposing implementation of Time of Day tariffs for domestic and other category of consumers who are currently outside the ambit of TOD
- Preparation of comments on new regulations/policy directions/approach paper released by Gol, MoP, CEA, FoR, CERC and MERC and impact analysis in context of Maharashtra.

-
- Support in making and delivering presentations on behalf of MSEDCL in higher forums viz. MERC/CERC/GoM, MoP etc.
 - Prepare Financial impact of any changes in policy and regulatory regime in context of the Electricity Business and percolate the impact to all stakeholders/departments.
 - Support in filing of tariff petitions and other related works. Preparation of petition and replies to other petitions before various legal forums.
 - Support for preparation of fact sheets, concept notes or compilation of information in desired formats for necessary submissions before any authority/forum/State/any agency of state/institute as directed by competent authority.
 - Framing mechanism to track CGRF and other cases which in turn shall help the Utility to ensure timely compliances including suggestion to seek additional time/ inform competent authority about implementation issues if any.
 - Suggesting framework and monitoring support for Open Access, Solar Rooftop & parallel operation of RE Generators under the changing regulatory regime.
 - Study and suggest practices for use of OPGW, ADSS and other similar technology for dedicated communication network in Distribution sector
 - Support in implementation of asset monetization activities of MSEDCL and support in stakeholder discussions
 - Conducting feasibility study and impact analysis with respect to physical separation of wire & supply business (content and carriage concept), if required.
 - Develop long term strategy for meeting the demand in the state duly considering the following:
 - a. Existing supply portfolio with age analysis
 - b. Strategy to terminate PPAs with aged stations
 - c. R & M plans of developers and advisories issued by MOP for aged stations
 - d. Future capacity addition program of Mahagenco
 - e. Reliability aspects of supply from Mahagenco
 - f. RPO requirement including hydro and PSP, BESS and new wind based capacity. Optimum mix of resources to be proposed for future power procurement based on the developments in power sector.
 - g. Likely possibility of banking available in states having hydro capacities
 - Support MSEDCL as an expert in Tariff-Based Competitive Bidding Process for crucial tenders of Long-Term / Medium Term Power Procurement, followed by support in execution of PSA/PPA.
 - Preparation of Concept note/ comments/ appraisal note on various regulations, amendments. Policy guidelines, related to procurement of power through competitive bidding process.
 - Prepare Financial impact of existing Change in Law cases/ PPAs/ PSAs/ other Orders, etc. working in tandem with the Regulatory expert.
 - Compile comparative of RE tariffs, bid processes run by other states to frame benchmarks and unique tender conditions especially with respect to RTC power through renewables using BESS/PSP alternative approach.
 - Assist in bid process management for procurement of RE power;
 - Analysis of RPO trajectory vs. actual achievement and advise on
 - Preparation of Concept note/ comments white papers on emerging technologies, best practices, etc.

Note:

- a. The above description of scope of consultancy is purely indicative and not exhaustive. MSEDCL has the right to change / add / modify the same.
- b. The Successful Consultant's work will be monitored and a Weekly Progress Report duly certified by concerned sections needs to be submitted to Tariff Regulatory Cell, MSEDCL and in case of unsatisfactory performance, the award shall be cancelled without assigning any reason.
- c. Consultants shall hold the meeting with MSEDCL representatives generally first day of every week to discuss and finalize the deliverables of that particular week.
- d. MSEDCL reserves the right to add / delete / modify any particular deliverable as may be discussed and agreed in above mentioned meetings at any point of time based on the requirements and urgency of MSEDCL.

1.2 Number of Resources and Deployment:

S. No.	Resource / Experts	No. of Resources	Deployment	Minimum Experience
1.	Project Director	1	Part Time	15 years
2.	Team Leader	1	Full Time Onsite	12 years
3.	IT Expert	1	Full Time Onsite	10 years
4.	Commercial Expert	1	Full Time Onsite	8 years
5.	Financial Expert	1	Full Time Onsite	8 years
6.	Legal and Contract Management Expert	1	Full Time Onsite	8 years
7.	Regulatory Experts	3	Full Time Onsite	8 years

1.2.1 Tasks to be performed for Multi-year Tariff (MYT) Petition filing (Nov 2024)

The following outlines the activities to be undertaken as part of this Request for Proposal (RfP):

- Submission of ARR / Tariff Petition including preparation / filing / resubmissions / Review if required) of Multi Year Tariff (MYT) / ARR / True Up / Tariff / Mid Term Review (MTR) Applications / Preparation of data for determination of ARR / Tariff by MERC for Distribution, Wheeling and Retail Sale of Electricity, separately or required for preparation / drafting of ARR / Tariff Applications for the MYT control period or further period (as the case may be) in accordance with the principles outlined either in Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2019 or amended regulation in future as case may be respectively complying with the requirements of the Electricity Act, 2003 or amended act if any.
- To support during hearings / public hearings / meetings with MERC / Consumer Representatives on ARR/ Tariff Petition matters including all support till issuance of Order by Commission.
- To prepare comparative study in respect of Tariff and other performance parameters with best performing and topographical similar State's Electricity Board / Electricity Departments

/ utilities whenever required.

- To provide necessary support to MSEDCL, in facilitating the interaction / information collection for the ARR/ MYT & other petitions from the various departments of MSEDCL
- Examination and analysis of the observations / objections / directives of the Commission in respect of Tariff Petition as also of the points / issues that may be raised by the Public Representatives / consumers other stakeholders in this regard. Preparation of counter replies to the observations / objections / directives, wherever necessary, on the basis of information available with MSEDCL.
- To prepare back-up data / information to justify the tariff revision proposal and also to make submission before MERC regarding operational and financial efficiency and also to project the steps being taken to improve the same. The information so prepared should include data relating to operational and financial performance over the years of other comparable State Electricity Boards / utilities together with the corresponding data of MSEDCL. Any other national or international relevant data which will support the MSEDCL's proposal may also be required to be brought in by the Consultant.
- To furnish the review report within 7 days after issue of MYT / Tariff Order. The review Report shall contain Consultant's recommendation regarding the action that should be taken by the MSEDCL on the Tariff Order & should clearly list the issues with justification which need to be taken up for review before MERC or relevant jurisdiction & the issues which would be required to be taken up in Appeal before Appellate Tribunal.
- To prepare Review petition to be filed with MERC / Assistance in filling Appeal before Appellate Tribunal against Tariff Orders if required.
- MSEDCL needs to file a MYT Petition for next control period by November 2024. Hence, the support for filing of MYT petition will be start from 1st July 2024 and will end after the issuance of final Order by the Commission & analysis and filing of Review Petition thereof i.e. by 30th June 2025. The following team along with the Team Leader and Regulatory Experts of PMU will execute the MYT petition and related works.

Sr. No.	Proposed Team Profile (Functional Experts)	Parameters	Benchmark
1.	Tariff Filing Expert (1 Nos - Regulatory)	Qualification	B.E/ B. Tech & MBA
		Post Qualification Experience in Power Sector	07 + years
		Post qualification experience related to Scope of Work	Minimum 1 MYT Petition filing for Distribution Licensee
2.	Tariff Filing Expert (1 Nos - Finance)	Qualification	CA/ CMA
		Post Qualification Experience in Power Sector	05 + years
		Post qualification experience related to Scope of Work	Minimum 1 MYT Petition filing for Distribution Licensee

The above team will be stationed at MSEDCL office for the entire duration of the MYT petition period (1st July 2024 to 30th June 2025). **Consultant needs to provide an undertaking that above additional team with desired qualification and experience will be deployed from 1st July 2024.**

- 1.2.2 The contract period is for **Two Year**. The consultancy services under this contract shall be for a period of Twenty-Four months from the date of issue of Letter of Award.
- 1.2.3 The rates should be valid up to the completion of order.
- 1.2.4 Initially after three months the performance will be reviewed & order will be continued if performance is found satisfactory.
- 1.2.5 If performance is not found satisfactory the order will be discontinued with immediate effect.
- 1.2.6 The contract may be further extended for the period of one / two years on the basis of same terms and conditions.

1.3 Eligible Bidders

- 1.3.1 The Bidder should be registered in India with appropriate statutory authorities as required under law. Copies of all such registration papers including PAN, GST, Certificate of Incorporation etc. must be enclosed.
- 1.3.2 The Bidder must have power sector consultancy experience in India of at least 15 years ending on 31st December 2023 which should be evidenced from the Certificate of Incorporation and must be well acquainted with working of Electricity utilities.
- 1.3.3. The Bidder should have experience of at least one completed retainership / PMU / PMC assignment of minimum 24 months period involving regulatory/ commercial/ technical assistance for distribution company in India. Bidder to submit completion certificate along with copy of work order in support of this experience.
- 1.3.4 The Bidder should have experience of preparation of ARR/MYT Tariff Petitions with Distribution Utilities or Evaluation & Analysis of ARR petitions for SERC - Minimum 5 ARR/ MYT Tariff Petitions.
- 1.3.5 The Bidder should have minimum 40 employees on PAYROLL in Consultancy business.
- 1.3.6 The Bidder should have adequate financial capability and status to meet the financial obligations pursuant to the services covered in the Tender Document. The Bidder shall have an average annual turnover of at least Rs. 20 (Twenty) Crores in power sector consultancy business in India during the last three financial years (i.e. FY 2020-2021, FY 2021-22 and FY 2022-23) which should be evidenced by Certificate from the statutory auditor and extract of statutory audited accounts.
- 1.3.7. The Bidder shall be well acquainted with the Regulatory environment in the power sector, and functioning of licensees / generating companies of Central or State Companies / Central or State Regulatory Commission or other Central / State or other Regulatory Authorities and possess experience in dealing with such similar matters on a wide range.
- 1.3.8 Bidding is open to individual bidder only and no subcontracting consortium or joint venture is permitted.

- 1.3.9 The Bidder shall not have been prevented or black listed by any other law for time being in force from participating in any tenders by any agencies / utilities / Regulatory Commissions in the past. Bidders shall also not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the MSEDCL, World Bank, Asian Development Bank, SERCs, Other Licensees or any State within India in accordance with Sub-clause 6.11
- 1.3.10 The Bidder should provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. The Bidder shall disclose all such commitments / assignments which are in nature of potential conflict while undertaking Regulatory and MYT matters of MSEDCL. Bidder shall not have any conflict of interest as provided in Clause 1.2.
- 1.3.11 The Bidder shall ensure that Core Team (Team Leader & Team Members) is stationed and always available in MSEDCL office to carry out the task assigned.
- 1.3.12 The Bidder shall ensure Core Team provided shall be same throughout the entire period of Assignment. However under circumstances any changes in Core team prior approval shall be sought from MSEDCL.
- 1.3.13 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the MSEDCL, World Bank, Asian Development Bank, SERCs, Other Licensees or any State within India in accordance with Sub-clause 6.11.
- 1.3.14 The Bidder shall provide two Functional Experts for Tariff Filing who will be stationed at MSEDCL office during the entire period of filing MYT/MTR Petition/Review Petition.
- 1.3.15 The Bidder shall ensure the Core team is competent and updated in study , detail analysis of latest changes in Power sector and its impact on MSEDCL.
- 1.3.16 Bidders who do not meet the above criteria shall not be evaluated further in the bidding process. Bids not accompanying the tender fee, EMD and qualifying requirement documents will be summarily rejected. A Bidder shall be disqualified if it is determined by the Client at any stage of bidding process that the Bidder has made misleading or false representation in the form, statements and attachments in the proof of the qualification requirements. The Bidders shall also be disqualified if it fails to continue to satisfy the Qualifying Criteria during any stage of the evaluation process. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be so provided within a reasonable time frame as stipulated by the MSEDCL.

1.4 Qualification of the Bidder

- 1.4.1 This invitation of Bid is open to eligible bidders those who are registered with MSEDCL's E-Tendering only.
- 1.4.2 The intending bidders shall entirely meet the conditions to qualify for the award of contract specified in this bid document.
- 1.4.3 The consulting firm meeting the above requirement may participate in the bidding and the

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Qualification / Evaluation Criteria for the same is as follows:

The number of points to be given under each of the evaluation criteria are: -

Table-A

Sr. No.	Criteria for Technical Evaluation	Marks
1	Experience of consulting firm	
	(a) Experience in executing regulatory or commercial consulting assignment on retainership basis or PMU for any distribution / generation/ transmission utilities in India. <ul style="list-style-type: none"> 1 mark for each completed assignment (having value more than Rs. 50 lakhs) 	7
	(b) Experience in executing large consultancy assignments/services involving support to government power utilities in India in improving commercial and operational performance. <ul style="list-style-type: none"> 1 mark for each completed assignment (having value more than Rs. 4 Crores) 	7
	(c) Experience in providing consultancy services to power utilities in India in power sale or purchase strategy / optimisation of power purchase cost / energy portfolio management. <ul style="list-style-type: none"> 1 mark for each completed assignment (having value more than Rs. 2 Crores) 	5
	(d) Experience in undertaking legal assignments for supporting government power generation / transmission / distribution utilities in filing / defending petition before MERC/ APTEL / High Court / Supreme Court etc. <ul style="list-style-type: none"> 1 mark for each completed assignment 	4
2	Experience of consultancy assignments with Maharashtra State owned distribution company. <ul style="list-style-type: none"> 1 mark for each completed assignment 	5
3	Qualification & Competency of Proposed Staff Project Director (1), Team Leader (1), IT Expert (1), Commercial Expert (1), Financial Expert (1), Legal and Contract Management Expert(1), Regulatory Experts (3), Tariff Filing Expert – Regulatory (1), Tariff Filing Expert – Finance (1)	60
4	Experience of Assignments related to filing of ARR/MYT/MTR Tariff Petition of Distribution Utilities in India. <ul style="list-style-type: none"> 1 marks for each completed Petition filing 	7
5	Approach and Methodology for Proposed Assignment <ul style="list-style-type: none"> Understanding of client's requirement Adequacy and Quality of Resources proposed for Deployment including support team and/ experts. Approach and Methodology Work Plan 	5
	TOTAL	100

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The qualification and evaluation criteria for proposed team as specified in sr.no. 3 of the table above are specified below:

Table-B

S.N	Proposed Team Profile (Functional Experts)	Minimum Qualification and Experience	Max. Marks allocated	Marking Criteria
1	Project Director (1 no.) (Part Time)	BE/B. Tech & MBA from a recognised university. Minimum 15 years of experience of advising State Govt./ Central Govt./ Regulatory Commissions/ CEA/ MOP etc., on matters related to policy, regulatory, power procurement, distribution aspects, commercial, financial, etc.	8 marks	>=15 & <16 years' relevant experience in power sector: 5 marks >=16 & <18 years' relevant experience in power sector: 6 marks >=18 years' relevant experience in power sector: 8 marks
2	Team leader / Project Coordinator (1 no.)	BE / B. Tech & MBA from a recognized university. Minimum 12 years of experience of advising State Govt./ Central Govt./ Regulatory Commissions/ CEA/ MOP etc., on matters related to policy, regulatory, power procurement, distribution aspects, commercial, financial.	7 marks	>=12 & <13 years' relevant experience in power sector: 5 marks >=13 & <15 years' relevant experience in power sector: 6 marks >=15 years' relevant experience in power sector: 7 marks
3	IT Expert (1 no.)	BE/B. Tech/MCA from a recognized university. Minimum experience of 10 years in IT in the area of System Architect/ design, analysis, software development and implementation, etc.	5 marks	>=10 years' relevant experience in power sector: 3 marks >=12 years' relevant experience in power sector: 5 marks
4	Commercial Expert (1 no.)	BE / B.Tech & MBA from a recognized university. Minimum experience of 8 years in commercial aspects of power distribution including meter to cash cycle, AT&C Loss reduction plan, Metering, etc.	5 marks	>=8 years' relevant experience in power sector: 3 marks >=10 years' relevant experience in power sector: 5 marks
5	Financial Expert (1 no.)	MBA (Finance) from a recognized university/ CA/ CMA. Minimum experience of 8 years in consulting and advisory experience in managing budgets, financial modelling, analysis/forecasting, and cost control in power sector. Knowledge of financial regulations and standards of power industry.	5 marks	>=8 years' relevant experience in power sector: 3 marks >=10 years' relevant experience in power sector: 5 marks

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S.N	Proposed Team Profile (Functional Experts)	Minimum Qualification and Experience	Max. Marks allocated	Marking Criteria
6	Legal and Contract Management Expert (1 no.)	BE/B. Tech from a recognized university. MBA/LLB shall be given preference. Minimum experience of 8 years in handling legal matters of power sector utilities/clients, including contract management and related disputes, drafting, filing & defending appeals / pleadings / petitions in various electricity matters at different forums.	5 marks	>=8 years' relevant experience in power sector: 3 marks >=10 years' relevant experience in power sector: 5 marks
7	Regulatory Expert (1 no.)	BE/B. Tech. & MBA from a recognized university. Minimum experience of 8 years in Policy and Regulatory matters in the power sector and various regulatory compliances	5 marks	>=8 years' relevant experience in power sector: 3 marks >=10 years' relevant experience in power sector: 5 marks
8	Regulatory Expert (1 no.)	BE/B. Tech. & MBA from a recognized university. Minimum experience of 8 years in Policy and Regulatory matters in the power sector and various regulatory compliances	5 marks	>=8 years' relevant experience in power sector: 3 marks >=10 years' relevant experience in power sector: 5 marks
9	Regulatory Expert (1 no.)	BE/B. Tech. & MBA from a recognized university. Minimum experience of 8 years in Policy and Regulatory matters in the power sector and various regulatory compliances	5 marks	>=8 years' relevant experience in power sector: 3 marks >=10 years' relevant experience in power sector: 5 marks
10	Tariff Filing Expert (1 No - Regulatory)	BE/B. Tech. and MBA from a recognized university. Minimum 7 years of post-qualification experience in power sector. Minimum 1 MYT Petition filing for Distribution Licensee	5 marks	>=7 years' relevant experience in power sector: 3 marks >=9 years' relevant experience in power sector: 5 marks
11	Tariff Filing Expert (1 No - Finance)	CA/ CMA. Minimum 5 years of post-qualification experience in power sector. Minimum 1 MYT Petition filing for Distribution Licensee	5 marks	>=5 years' relevant experience in power sector: 3 marks >=7 years' relevant experience in power sector: 5 marks
	TOTAL:		60 marks	

Note:

1. The Bidder should propose team of nine (09) people consisting of one Project Director, one Team leader, and seven team members for PMU retainership work and team of two (02) people consisting of Tariff Filing Experts for MYT support work.
2. The consultant shall ensure that Core Team (Team Leader & Team Members) is stationed and always available in MSEDCL office to discuss and finalize the documents.
3. The above requirements are minimum and MSEDCL reserves the right to request for any additional information.
4. Notwithstanding anything stated above, MSEDCL reserves the right to assess the Bidder's capability and capacity to perform the work should the circumstances warrant such an assessment in the overall interest of MSEDCL.
5. The proof or documentary evidence satisfying above minimum qualification criteria as well as evaluation criteria is to be provided as per Section 4.
6. **Bidder shall quote one technical bid & one price bid. However, the bidder shall separately specify the price for PMU retainership support & MYT support. The detailed payment terms for both the assignments are specified in clause 9.5.**
7. The work for MYT support- shall be released only after satisfactory performance of team for PMU retainership support. However, MSEDCL at its own discretion shall decide regarding release / cancellation of work for PMU retainership support or MYT support or both.

Contract Period:

The duration of the contract shall be for two (2) years from the Commencement Date of Contract which may be further extended upto a period of one / two years on the basis of same terms & conditions.

Professional Fees:

The Consultant shall quote the fees for entire contract duration period considering the scope of work and other expenses; however, excluding GST.

Sr. No	Service Name	Quantity (a)	Fees in INR (b)	Total Fees in INR (c=a*b)
1	Consultancy – PMU support	24 months		
2	Consultancy – MYT Support	Lumpsum		
	Total	--	--	

Selection Process:

1. Selection will be done under a Quality cum Cost Based System (QCBS). First bidder should fulfil qualification criteria as detailed in Eligibility Criteria.
2. Technical bids of only qualified bidders will be evaluated. Those scoring more than 60 out of 100 score as per the criteria detailed in Technical Evaluation will be short listed for opening of their price bid. MSEDCL shall at its own discretion formulate sub-criteria

for detailed evaluation. The decision of Evaluation Committee regarding allocation of marks shall be final and binding on the bidders and no clarification shall be provided.

3. The weights given to the Technical Bid = 70% and Price Bid = 30%.
4. The evaluation committee will determine if the Price proposals are complete and without computational errors. Among the Price offers, the lowest bid "Bmin" will be given a Price Bid score "P" of 100 marks. The Price Bid scores of all the bids will be computed as follows: **a. $P = 100 \times B_{min} / B$ where 'B' indicates the quoted bid price.**
5. The bids will finally be ranked according to their combined technical bid (T) and Price Bid (P) scores using a weight of 70% for technical bids and 30% for Commercial Bid. Overall Ranking (R) shall be calculated as under:
 - b. $R = (T \times 0.70) + (P \times 0.30)$**
6. The bidders securing the highest ranking (R) shall be the first successful bidder and so on.
7. In case of equal ranking (R) is obtained by two or more bidders, the bidder with highest technical score shall be considered as first successful bidder.

1.1 One Bid per Bidder

- 1.1.1 Each bidder shall submit only one bid for the Tender. A bidder who submits more than one bid for the same tender will be disqualified.
- 1.1.2 Joint venture for this tender is not allowed.

1.2 Conflict of Interest

- 1.2.1 Bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they;
 - a. 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 a bid of another bidder, or influence the decisions of the Employer regarding the bidding process.
 - b. the Consultants should provide professional, objective, and impartial advice and at all times hold the employer's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
 - c. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - d. the Consultant shall disclose all such commitments / assignments which are in nature of potential conflict while undertaking Regulatory and ARR Matters of MSEDCL.

1.3 Cost of Bidding

- 1.3.1 The bidder shall bear all costs associated with the preparation and submission of his bid and in no case, MSEDCL will be responsible or liable for those costs.

2 BIDDING DOCUMENTS

2.1 Content of Bidding Documents

- 2.1.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 2.3.

Detailed Notice Inviting Tender

- Section 1: Instructions to Bidders,
Section 2: General Conditions of Contract,
Section 3: Form of Technical and Price Proposal and Appendixes.
Section 4: Declaration by Bidder.
Section 5: Sample Forms: Bid Security; Letter of Award; Contract; Security Deposit; Application for Payment

- 2.1.2 The bidder is expected to examine carefully the contents of the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

2.2 Clarification of Bidding Documents

- 2.2.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing by mail at the Employer's address indicated in the Bidding Data and given below. The Employer will respond to any request for clarification which it receives earlier than **07 (Seven) days** prior to the deadline for submission of bids. All requests for clarifications should be addressed to:

Superintending Engineer (TRC)
MSEDCL, Prakashgad, Fifth Floor
Bandra (East), Mumbai 400 051
Telephone: (022) 69852200, 69853535 Ext: 2529
Email: setrc@mahadiscom.in; setrcmsedcl@gmail.com

2.3 Amendment of Bidding Document

- 2.3.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addendum.
- 2.3.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 2.3 and shall be communicated through the website <https://etender.mahadiscom.in/eatApp/>
- 2.3.3 In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, or for any reason deemed appropriate by the Employer, the Employer may extend the deadline for submission of bid.

3 PREPARATION OF BIDS

3.1 Language of Bid

- 3.1.1 The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid the English translation shall prevail.

3.2 Documents Comprising the Bid

- 3.2.1 The bid submitted by the bidder shall comprise two sets of documents submitted simultaneously, one containing Technical Proposal, and the other Price Proposal. All bidding documents required to be submitted in accordance with the requirements shall be completely filled and signed with seal as a token of acceptance, as applicable, without deviating from the format and content.
- 3.2.2 Bidders shall submit price bids and technical bid with tender and a declaration in prescribed format specified.
- 3.2.3 The Technical Proposal submission shall also comprise of: (i) the Bid Security for the tender; and (ii) a declaration by the Bidder (in the Form of Bid) that he accepts the terms and conditions set forth in Invitation and Instructions to Bidders.
- 3.2.4 In case a Bidder anticipates any deviations in the conditions of contract, such deviations should be brought to the notice of the Employer on or before the last date of submission of Bid. Specific written approval of the Employer should be sought for any proposed deviations. No deviation shall be permitted in the bid or after submission of the Bid.
- 3.2.5 Without limiting the generality of the foregoing, the Technical Proposal shall contain the following:
- a. Bid Security for the tender (Refer Section 5 Sample Forms)
 - b. Bid Form for Technical Proposal, signed by the authorized signatory (Refer Section 3 Forms for Technical & Price Proposal);
 - c. Application for Qualification. (Section 4 Declaration by Bidder)
 - d. A brief description of the Bidder's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate inter-alia, the profiles of staff proposed, and Bidder's involvement.
 - e. A description of the Methodology and work plan for performing the assignment.
 - f. List of the proposed staff team by speciality, the tasks that would be assigned to each staff team member during the term of the assignment and their timing.
 - g. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal, key information should include number of years working for the firm / entity and degree of responsibility held in various assignments during the last five (5) years.

3.2.6 Fully Completed Schedules (Section 4 Declaration by Bidder), including:

Experience and Financial Qualifications, comprised of,

Schedule I	Application for Qualification
Schedule II	Bidder Information Sheet
Schedule III	Experience
Schedule IV	Annual Turnover & Financial Position
Schedule V	Current Contract Commitments / Works in Progress
Schedule VI	Personnel
Schedule VII	Description of Approach, Methodology and Work Plan for Performing the Assignment
Schedule VIII	Documentary Evidences for Qualification Criteria
Schedule IX	Declaration for Consultancy Team

3.2.7 The Price Proposal shall be comprised of the fully Price Bid. Without limiting the generality of the foregoing, the Price Proposal shall contain the following:

- a. Bid Form for Price Proposal; signed by the authorized signatory; (Refer Section 3)
- b. Price Bid quoted in Price Bid Format. (Refer Section 3)

3.3 Bid Price

3.3.1 Bidder shall quote monthly retainer fee for the entire service on a 'single responsibility' basis as per the entire scope of work such that the total bid price covers all obligations mentioned therein in accordance with the requirements of the Conditions of Contract.

3.3.2 Price quoted by the Bidder shall be fixed and not subject to adjustment during the performance of the contract.

3.4 Bid Currencies

3.4.1 Prices shall be quoted in **Indian Rupees**.

3.5 Bid Validity

3.5.1 Bids shall remain valid for the period of 90 days after the date of bid opening.

3.5.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made through e-mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with in all respects.

3.6 Bid Security

- 3.6.1 The Bidder shall furnish, as part of its Technical Proposal, a bid security of Rs. 1,00,000/- (Rupees One Lakh only) for tender.
- 3.6.2 The bid security shall, at the bidder's option, be in the form of a demand draft or an unconditional Bank Guarantee from any Nationalised / Scheduled Bank in favour of the MSEDCL, payable at Mumbai, as stated in the Bidding Data. The format of the Bank guarantee shall be in accordance with the sample form of bid security included in Section 5; other formats may be permitted, subject to the prior approval of the Employer.
- 3.6.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.
- 3.6.4 Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying bid security.
- 3.6.5 The bid security of the unsuccessful bidders will be returned as promptly as possible, after award and signing of the Contract or expiration of the period of bid validity, whichever is earlier.
- 3.6.6 No interest will be paid on the Bid Security.
- 3.6.7 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required security deposit.
- 3.6.8 The bid security may be forfeited:
- a. if the bidder withdraws its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids; or
 - b. if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 6.5; or
 - c. if the bidder is determined, at any time prior to award of contract, to have engaged in corrupt or fraudulent practices as defined under Sub-clause 6.11 in competing for the contract; or
 - d. in the case of a successful bidder, if it fails within the specified time limit to:
 - i. sign the Contract, or
 - ii. furnish the required security deposit.
 - e. In case bidder has not quoted the rates or submitted the blank price bid.

3.7 Alternative Proposals by Bidders

- 3.7.1 Bidders shall submit offers which comply with the requirements of the bidding documents. Alternative proposals will not be considered. The attention of the bidders is drawn to the provisions regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

3.8 Format of Bid

- 3.8.1 The bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The bidder shall submit declaration to confirm that he has read and accepted all the contents and conditions contained in All Sections. (Including Price Proposal).
- 3.8.2 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 3.8.3 Bidder must give clear page numbers to each page of his offer and a detail index should be provided indicating the page numbers for each relevant document comprising his offer. Bidder must provide a Checklists for documents and data to be furnished by the Bidders have been given elsewhere in the bidding document, separately for Technical Proposal and Price Proposal. Bidders must fill in these checklists clearly indicating whether corresponding document is submitted or not and if submitted, the relevant page number. If a document is not found at the corresponding page number given in the index, it will be concluded that the said document is not submitted by the Bidder.

4 SUBMISSION OF BIDS**4.1 Sealing and Marking of Bids:**

- 4.1.1 The bidder shall scan all the documents forming part of the bidder's Technical Proposal, and convert the same into PDF format. The size of the Technical Proposal in PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as "Tech_ (Number & Name of Document).pdf". Then these files shall be digitally signed using the software provided by the Employer during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" web site of MSEDCL.
- 4.1.2 The bidder shall scan all the documents forming part of the bidder's Price Proposal, and convert the same into PDF format. Then these files shall be digitally signed using the software provided by the Employer during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" web site of MSEDCL.
- 4.1.3 The bidder shall submit, in a separate envelop, following documents in hard copies prior to the dead line for submission of bids.

- a. Receipt of Payment made by the bidder against the Tender Fees of an amount of Rs. 5,000 + GST as applicable to tender.
- b. Bid security of Rs. 1,00,000/- as specified in the tender documents.
- c. Power of attorney in the name of the person authorized to sign tender documents.

4.2 Deadline for Submission of Bids

- 4.2.1 Bids must be uploaded by a bidder on MSEDCL web site not later than the date and time designated in the Tender Notice.
- 4.2.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 2.3, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4.3 Late Bids

- 4.3.1 Any bid uploaded by the bidder after the deadline for submission of bids as mentioned in Tender Notice will be rejected and remain unopened.

5 OPENING AND EVALUATION OF TECHNICAL PROPOSALS

5.1 Opening of Technical Proposals

- 5.1.1 The Employer will open the Technical Proposals at the date and time designated in the Tender Notice.
- 5.1.2 The Price Proposals will remain unopened until the time of opening of the Price Proposals. The time and date of the opening of the Price Proposals will be advised in writing or by email by the Employer following approval of the evaluation of the Technical Proposals.

5.2 Process to be Confidential

- 5.2.1 Unless requested by the Employer, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the Employer or any other persons involved in the evaluation process on any matter related to their Technical or Price Proposals. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in rejection of the bidder's bid and forfeiture of the bid security.
- 5.2.2 Information relating to the examination, clarification, evaluation and comparison of bids for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the Letter of Award is issued.

5.3 Examination of Technical Proposals and Determination of Responsiveness

- 5.3.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and will not be included for further consideration.
- 5.3.2 The Employer will also determine whether each bid is substantially responsive to the requirements of the bidding documents. A substantially responsive bid is one which conforms to all the terms, conditions of the bidding documents, without deviation or reservations. A deviation or reservation is one:
- a. which affects in any substantial way the scope, quality or performance of the Works;
 - b. which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights; or
 - c. whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 5.3.3 If a bid is not substantially responsive it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. Conditional bids will be deemed to be not substantially responsive, and will be rejected by the Employer.
- 5.3.4 Notwithstanding the above, the Employer reserves the right to accept minor deviations which do not materially affect the substantial responsiveness of the Bid, whose rectification would not affect unfairly the competitive position of other bidders, and which can be rectified after award of contract without change to the price, scope, quality or performance of the Works.

5.4 Clarification of Technical Proposals and Contacting the Employer

- 5.4.1 The Employer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise, where the Employer requires amendments or changes to be made to the Technical Proposal.
- 5.4.2 Any effort by the bidder to influence the Employer in the Employer's evaluation of Technical Proposals, bid comparison or the Employer's decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions.

5.5 Invitation to Attend Opening of Price Proposals

- 5.5.1 At the end of the evaluation of the Technical Proposals, the Employer will invite bidders who have submitted responsive Technical Proposals and who have been determined as being qualified for award to attend the bid opening of the Price Proposals. Bidders shall be given reasonable notice of the Price Proposal bid opening.

6 OPENING AND EVALUATION OF PRICE PROPOSALS

6.1 Opening of Price Proposals

- 6.1.1 The Employer will open the Price Proposals of all bidders who submitted responsive Technical Proposals at the time and date at the location advised to the bidders. Price Proposals shall be opened at the date and time indicated in the Bidding Data, or at such other time as may be notified to the responsive bidders. The bidder's authorized representatives who are present shall sign a register evidencing their attendance.
- 6.1.2 The bidder's names, the Bid Prices, the total amount of each bid, any discounts, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidder's authorized representatives will be required to sign this record.
- 6.1.3 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance.

6.2 Clarification of Price Proposals and Contacting the Employer

- 6.2.1 To assist in the examination, evaluation and comparison of Price Proposals, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance.
- 6.2.2 No bidder shall contact the Employer on any matter relating to its bid from the time of opening of Price Proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 6.2.3 Any effort by the bidder to influence the Employer in the Employer's evaluation of Price Proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions.

6.3 Preliminary Examination of Price Proposals and Determination of Responsiveness

- 6.3.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the bids are substantially responsive to the requirements of the bidding documents, and whether the bids provide any clarification and/or substantiation that the Employer may require pursuant to Clause 6.2
- 6.3.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents without material deviation or reservation.
- 6.3.3 If a Price Proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

6.4 Process to be Confidential

- 6.4.1 Unless requested by the Employer, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the Employer or any other persons involved in the evaluation process on any matter related to their Technical or Price Proposals.
- 6.4.2 Information relating to the examination, clarification, evaluation and comparison of bids for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

6.5 Correction of Errors

- 6.5.1 In case of discrepancy and / or difference in the value between the quoted price in number and as expressed in words, the value as expressed in words shall prevail over the value as expressed in number for the determination of the Total Price of the Bidder.

6.6 Evaluation and comparison of Price proposals.

- 6.6.1 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in bid evaluation.

6.7 Award of Contract

- 6.7.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

6.8 Notification of Award

- 6.8.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by email, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") shall name the sum which the Employer will pay to the bidder in consideration of the execution of works as prescribed in the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 6.8.2 The notification of award will constitute the formation of the Contract.
- 6.8.3 Upon furnishing Security Deposit by successful bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

6.9 Signing of Contract

- 6.9.1 At the same time that the employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract provided in the bidding documents, incorporating all agreements between the parties.
- 6.9.2 Within 14 fourteen days of receipt of the Letter of Award, the successful bidder shall sign the Form of Contract on Stamp Paper (non-judicial) borne by the bidder as per the rate specified in Bombay Stamp Act 1958 issued in Maharashtra and return it to the Employer.

6.10 Security Deposit

- 6.10.1 Within 14 (fourteen) days of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a performance security deposit equivalent to an amount of ten percent (10%) of the Total Contract Price in accordance with the Conditions of Contract. The form of security deposit provided in Section 5 of the bidding documents may be used or some other form acceptable to the Employer. The security deposit shall be denominated solely in Indian Rupees, and shall be in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalised or Scheduled Bank. The bank guarantee shall, if invoked, be encashable when presented in the branch office of such Bank located in Mumbai, Maharashtra.
- 6.10.2 The security deposit shall be returned to the bidder after successful completion of the entire work to the fullest satisfaction of the Employer at the end of the contract period.
- 6.10.3 No interest will be paid on the Security Deposit.

6.11 Corrupt or Fraudulent Practices

- 6.11.1 The Maharashtra State Electricity Distribution Company Ltd. and the State require that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MSEDCL:
 - a. defines for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - b. will reject a proposal for award if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question;

- c. will declare a firm ineligible, either indefinitely or for a specific period of time, to be awarded an MSEDCL contract if at any time if it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MSEDCL Assignment.

SECTION 2
GENERAL CONDITIONS OF CONTRACT

E-TENDER NO: Bid No.: SE/TRC/T83F/23-24/T01

TENDER - APPOINTMENT OF CONSULTANT ON RETAINER-SHIP BASIS FOR PROVIDING CONSULTANCY SERVICES AS PROJECT MANAGEMENT UNIT (PMU) TO OFFICE OF CMD, MSEDCL.

GENERAL CONDITIONS OF CONTRACT

7 THE CONTRACT

7.1 Definitions

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise:

- 7.1.1 **"Contract"** means the agreement if any to be entered into by the employer with the Consultant and shall include these Conditions of Contract, the Employer's Requirements (Scope of Work), the Tender, the Letter of Award and such further documents as may be expressly incorporated in the Letter of Award or Contract (if completed) and any further conditions which may be specifically agreed to between the parties as forming the part of contract.
- 7.1.2 **"Employer's Requirements"** means the description of the scope as included in the Contract and any alterations and modifications thereto in accordance with the Contract. The Conditions of Contract, Check List, Appendix to Tender and all other information contained in the bidding documents form an integral part of the Employer's Requirements.
- 7.1.3 **"Tender"** means the Consultant's priced offer to the Employer for the services, as accepted by the Letter of Award. The word 'tender' is synonymous with 'bid'.
- 7.1.4 **"Bidder's Proposal"** means the completed Sections, Schedules, and supporting documentation submitted with the Tender, as included in the Contract.
- 7.1.5 **"Letter of award"** means the formal acceptance by the Employer of the Tender. The term "Letter of award" is synonymous with the term "Notice of Award".

7.2 Persons

- 7.2.1 **"MSEDCL"** means Maharashtra State Electricity Distribution Company Limited; a company incorporated under the Company's Act 1956 after the restructuring of the erstwhile Maharashtra State Electricity Board having its registered office at Plot No. G-9, Prakashgad, Bandra (East), Mumbai 400 051.
- 7.2.2 **"Consultant"** means the Bidder whose Tender has been accepted by the Employer and the legal successors in title to such Bidder, but not (except with the consent of the Employer) any assignee of such Bidder.
- 7.2.3 **"Employer's Representative"** means the person appointed by the Employer to act as Employer's Representative for the purposes of the Contract and named as specified, or other person appointed from time to time by the Employer.
- 7.2.4 **"Bidder's Representative"** means the person (if any) named as such in the Contract or other person appointed from time to time by the Bidder.

7.2.5 **"Commencement Date"** Date of issue of Letter of Award shall be considered as the commencement date of contract.

7.2.6 **"Contract Period"** means the two-year period from the Commencement Date of Contract.

7.3 Law and Language

7.3.1 The law of the Contract is the law of India.

7.3.2 Where versions of the Contract are prepared in different languages, the English language version shall prevail.

7.3.3 The language for reporting and day to day communications shall be English.

7.4 Contract

7.4.1 A Contract in the form annexed, with such modifications as may be necessary to record the agreement reached, shall be executed within the time period specified in the Tender. The costs of stamp duties and similar charges imposed by the law shall be borne by the Bidder.

7.5 Priority of Documents

7.5.1 The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer shall issue any necessary clarification or instruction to the Bidder, and the priority of the documents shall be as follows:

- a. The Contract;
- b. The Letter of award;
- c. The Bid (Price Proposal);
- d. The Conditions of Contract;
- e. The Employer's Requirements specified in Section I sub clause 1.2 & 1.3.

7.6 Confidentiality

7.6.1 The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the MSEDCL shall remain with the MSEDCL.

7.6.2 The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out its obligations under it. The Bidder shall not publish any information, drawings or photographs concerning the Works, or permit to be published, or otherwise disclose any particulars of the Contract in any trade or technical paper or any document or elsewhere without the prior consent in writing of the Employer, and subject to any terms and conditions that he may prescribe.

7.7 Bidder's Personnel

7.7.1 The Bidder shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations as specified in Section I sub clause 1.3.

7.7.2 The individual persons employed by the Bidder are expected to carry out its assignments with due diligence and in accordance with prevailing standards of the profession.

7.7.3 The Employer's Representative may require the Bidder to remove (or cause to be removed) any person employed on Works, including the Bidder's Representative, who in the opinion of the Employer's Representative:

- a. persists in any misconduct,
- b. is incompetent or negligent in the performance of his duties,
- c. fails to conform with any provisions of the Contract.

8 PROGRESS REPORTS

8.1 Monthly progress report:

- 8.1.1 The Consultant shall prepare and submit the Monthly progress reports duly certified by concerned authorities to the MSEDCL.
- 8.1.2 The Consultant shall submit every month within first week of the calendar month, brief progress report in the format approved by the Employer.

9 COMMENCEMENT, DELAYS AND SUSPENSION

9.1 Commencement of the services:

- 9.1.1 The Consultant shall begin to carry out the services immediately from the date of commencement of the contract i.e. the DATE OF LETTER OF AWARD.

9.2 Tenure of the contract:

- 9.2.1 The contract period is for Two Year.
- 9.2.2 The period / time for consultancy services under this contract shall be for a period of Twenty-Four months from the date of issue of Letter of Award, which may be further extended for the period of one / two years on the basis of same terms and conditions.

9.3 Expiry of the contract:

- 9.3.1 Unless terminated, this contract shall expire when services have been completed at the end of 24 months from the date of commencement of the contract.

9.4 Modification:

- 9.4.1 Modification of the terms and conditions of the contract, including any modification of the scope of the services, may only be made by written agreement between the Parties with due consensus of both the parties on that matter.

9.5 Submission and Payment of Bills:

- 9.5.1 PMU retainership works payment will be released on monthly basis. MYT Petition works payments are linked to MYT filing milestones. Details of payment terms are as below.
- 9.5.2 PMU retainership works payments will be released on following terms & conditions:
- Consultant will have to submit the bills in triplicate to SE (TRC) at the end of every month, after internal scrutiny and audit of bill following necessary bill payment procedure payment will be made.
 - The boarding / lodging and conveyance for Consultant's representatives from Headquarters to Mumbai shall be at Consultant's cost and will not be paid by MSEDCL.
 - However out of pocket expenses towards travel, boarding and lodging that may need to be incurred for execution of assignment outside Mumbai will be payable additionally on actual.
- 9.5.3 MYT Petition works payment will be made in lump sum on milestone basis mentioned as below which will be subject to submission of bills.

Sr. No.	Milestone	Fee (% Break-up)
1.	Submission of Draft True-up Chapter and formats of FY 2022-23	10%
2.	Submission of Draft MYT Petition	10%
3.	Finalization of MYT Petition and upon submission of the same by MSEDCL to MERC	25%
4.	Admittance of the MYT Petition by MERC	15%
5.	Completion of Public Hearing	15%
6.	Analysis of Final Order issued by MERC	15%
7.	Filing of Review Petition before MERC	10%

9.6 Penalty Clause:

- 9.6.1 If it is observed that the Consultant fails to perform as per Terms and Conditions of contract, the penalty of 0.5% of the annual contract value shall be imposed for each occasion of non-performance.

9.7 Performance Certificate

- 9.7.1 Upon successful completion Contract and after the fulfilment of all the obligations under the contract, the Employer will issue a Performance Certificate.

10 DEFAULT OF SERVICES BY CONSULTANCY**10.1 Notice to Correct**

- 10.1.1 If the Consultant fails to carry out any of his obligations, or if not executing the services in accordance with the Contract, the Employer's Representative may give notice to the Consultant requiring him to make good such failure and remedy the same within a specified reasonable time.

10.2 Suspension:

- 10.2.1 The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant if the Consultant fails to perform any of their obligations under the contract, including the carrying out of the services, Provided that such notice of suspension,

10.2.1.1 Shall Specifying the nature of failure and

10.2.1.2 Shall request to remedy such failure within a period not exceeding thirty (30) days after receipt by Consultant of such notice of suspension.

10.3 Termination**10.3.1 By the Employer:**

If the Consultant:

- a. Fails to comply with scope of work mentioned under Section I,
- b. abandons or repudiates the Contract, or
- c. without reasonable excuse fails:
 - i. to demonstrate that sufficient capability is employed in the services to achieve completion within the Time for Completion, or
- d. becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any applicable law) has a similar effect to any of these acts or events, or
- e. assigns the Contract or subcontracts of the services without the required consent, or
- f. in the judgment of the Employer has engaged in corrupt and fraudulent practices in competing for or in executing the Contract, or fails to achieve the agreed monthly milestones for a period of 3 consecutive months, then the Employer may, after having given 14 days' notice to the Consultant, terminate the Consultant's services under the Contract. The rights and authorities conferred on the Employer and the Employer's Representative by the Contract shall not be affected.

10.3.2 By Consultant:

The Consultant may, by not less than sixty days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in the paragraphs (a) and (b) of this clause terminate this contract.

- a. If the Employer fails to pay any money due to Consultant pursuant to this contract and not subject to the dispute pursuant to the clause 10.2 hereof after receiving written notice from the Consultant that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultant is unable to perform a service.

10.4 Payment after Termination

- 10.4.1 After termination, the Employer shall not be liable to make any further payments to the Consultant until estimating the loss or damage arising from a breach of contract, the cost of damages, and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established. The Employer shall be entitled to recover from the Consultant the extra costs, if any, of completing the services after allowing for any sum due to the Consultant.
- 10.4.2 The security deposit of Consultant will be forfeited against above mentioned recoverable amounts and as a penalty for non-complying terms and conditions of contract successfully.

10.5 Corrupt or Fraudulent Practices

- 10.5.1 If in the opinion of the Employer the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days' notice to the Consultant, terminate the Consultant's Service under the Contract.

11 DISPUTES

- 11.1 Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in Mumbai city of Maharashtra. The Indian Law shall govern the contract.

SECTION 3

**FORM OF TECHNICAL PROPOSAL & CHECKLIST FOR TECHNICAL PROPOSAL
&
FORM OF PRICE PROPOSAL & PRICE BID FORMAT**

SECTION 3

I. INFORMATION OF TECHNICAL PROPOSAL

12. TECHNICAL PROPOSAL

- 12.1 In Section 3, Schedules, of this Technical Proposal, the Employer has requested information on the Bidder's experience, current financial position and technical aspects related to the Contract. The Bidder shall complete these Schedules in their entirety so as to enable the Employer to evaluate whether the Bidder is qualified, and whether the technical aspects of the Bid are substantially responsive to the requirements set forth in the bidding documents.
- 12.2 The Bidder will be responsible to provide any supplementary data and documents wherever these may be required.
- 12.3 The price quoted by the Bidder shall cover all work described in, or to be implied from, the description provided in the bidding documents.

THE BIDDER'S ATTENTION IS DIRECTED TO THE FACT THAT THE FORM OF TECHNICAL PROPOSAL CONTAINED IN THIS SECTION 3 ARE DESIGNED TO BE COMPLEMENTARY TO THE FORM OF PRICE PROPOSAL.

ALL OF THESE REFERENCED FORMS AND SCHEDULES WILL FORM A PART OF THE CONTRACT WITH THE SUCCESSFUL BIDDER.

IN THE EVENT THAT THE BIDDER DISCOVERS ANY DISCREPANCIES OR CONTRADICTIONS IN THESE SECTIONS, THE BIDDER IS REQUESTED TO BRING SUCH DISCREPANCIES TO THE NOTICE OF THE EMPLOYER BEFORE THE BIDS ARE SUBMITTED SO THAT ANY NECESSARY CLARIFICATIONS OR ADDENDA CAN BE ISSUED.

E - TENDER NO.: SE/TRC/T 83F/23-24/T01

The Bidder's attention is directed to the fact that it is responsible to submit, as a part of its Technical Proposal, all information and supporting documentation that is required to be submitted in accordance with the instructions given in Section 1, Instructions to Bidders.

For the Bidder's convenience, the following checklist provides a summary of the information that is required to be provided as a part of the Technical Proposal.

However, this checklist does not necessarily include all items that are required to be submitted, and the Bidder will be fully responsible to ensure that its proposal complies in all respects with the requirements of these bidding documents.

II. CHECKLIST OF DOCUMENTS COMPRISING THE TECHNICAL BID PROPOSAL

	Required Submittals
	Bid Security for the tender
	Bid Form for Technical Proposal, signed by the authorized signatory
	Application for Qualification. Schedule I
	Bidder Information Sheet Schedule II
	Bidders' Organization and Experience Schedule III
	Annual Turnover & Financial Position Schedule IV
	Current Contract Commitments / Works in Progress Schedule VI
	Personnel Schedule VI
	Team Composition and Task Assignments
	Curriculum Vitae (CV) for Proposed Professional Staff
	Description of Approach, Methodology and Work Plan for Performing the Assignment Schedule VII
	Documentary Evidences for Qualification Criteria Schedule VIII
	Declaration for Consultancy Team Schedule IX
	Any other information/data required to be submitted

III.FORM OF TECHNICAL PROPOSAL

(On Bidder's Letterhead)

E-TENDER NO.: Bid No.: SE/TRC/T83F/23-24/T01.**TENDER - APPOINTMENT OF CONSULTANT ON RETAINER-SHIP BASIS FOR PROVIDING CONSULTANCY SERVICES AS PROJECT MANAGEMENT UNIT (PMU) TO OFFICE OF CMD, MSEDCL****To: Maharashtra State Electricity Distribution Company Ltd.**

Represented by the:

Superintending Engineer (TRC)

Maharashtra State Electricity Distribution Co. Ltd.

Prakashgad, 5th Floor, Prof. AnantKaneekar Marg, Bandra (East)

Mumbai 400 051, India

Sir,

We have examined the bid documents for providing Consultancy services on retainer-ship basis for providing consultancy services as Project Management Unit (PMU) to Office of CMD, MSEDCL. We have understood and checked these documents and have not found any errors in them. We accordingly offer to provide Consultancy Services as defined in the bid document, fit for its purpose in conformity with these documents and the enclosed Proposal.

We hereby declare that we accept all the terms, conditions, and all other matters set forth in Instructions to Bidders, General Conditions of Contract; Scope of Work; Form of Technical & Price Proposal, Declaration by Bidder; Sample Forms; and check list and agree that these will form a part of the Contract if we are selected for Award of Contract.

We have submitted complete details of our technical and financial capabilities for establishing our eligibility to undertake contract. However, we hereby confirm that we accept that the Employer's decision on our eligibility to undertake the works in accordance with the requirements set out in the Invitation for Bids will be final and binding on us, and that we will not raise any objection should the Employer decide to reject our Bid for the grounds that we do not satisfactorily meet the minimum qualifying criteria.

This Bid and your written acceptance shall be the basis for Contract. We understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof for the rejection.

We agree to keep this bid open for acceptance for a period of 90 days from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord. We further agree to sign Contract to abide by the Conditions of Contract and carry out all works according to specific clauses.

We accept that in case of dispute the same will be settled amicably with the Employer.

Yours faithfully

Signature _____

in the capacity of _____ duly authorized to sign bids for and on behalf of ____-
_____ on this day of _____ 2023.

Bidders Name & Address: _____

Bidder's Signature:

(Seal)

IV. FORM OF PRICE PROPOSAL

(On Bidder's Letterhead to be uploaded separately as Price Bid Document)

E-TENDER NO.: SE/TRC/T83F/23-24/T01

TENDER - APPOINTMENT OF CONSULTANT ON RETAINER-SHIP BASIS FOR PROVIDING CONSULTANCY SERVICES AS PROJECT MANAGEMENT UNIT (PMU) TO OFFICE OF CMD, MSEDCL.

To: **Maharashtra State Electricity Distribution Company Ltd.**

Represented by the:

Superintending Engineer (TRC)

Maharashtra State Electricity Distribution Co. Ltd.

Prakashgad, 5th Floor, Prof. Anant Kanekar Marg, Bandra (East)

Mumbai 400 051, India

Sir,

We have examined the Bid documents and the matters set out therein. We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete and guarantee the said Contract and remedy any defects, fit for its purpose in conformity with these documents and the enclosed proposal. The price quoted by us is monthly retainer fee for PMU retainership and lumpsum fee for MYT Petition support work excluding taxes if any for the entire service on a 'single responsibility' basis as per the entire scope of work such that the total bid price covers all obligations mentioned therein in accordance with the requirements of the bid documents.

We agree to abide by this Bid until _____, 20__ [insert the date 90 days after the date of opening of the Technical Proposal], and it shall remain binding upon us and may be accepted by employer at any time before the date.

If our Bid is accepted, we will provide the specified Security Deposit, commence the Works immediately after receipt of Letter of Award, and complete the services as per the requirements of Employer.

Unless and until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

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

Yours faithfully

Signature _____

in the capacity _____ duly authorized to sign bids for and on behalf of
_____ on this day of _____ 2023.

Bidders Name & Address:

Signature of Bidder:

(seal)

V. Price Bid Format**Price Bid**

(Should be uploaded separately as Price Bid Document)

E -TENDER NO.: SE/TRC/T83F/23-24/T01

I/We hereby offer Price Bid for the above Tender,

Sr. No.	Service Name	Quantity (a)	Fees in INR (b)	Total Fees in INR (c=a*b)
1	Consultancy – PMU support	24 months		
2	Consultancy – MYT Support	Lumpsum		
	Total	--	--	

Total fees per month excluding taxes if any,

(In Figs)Rs. /-

In word Rs. _____.

Signature of Bidder: _____**(Seal)****Name and Designation:** _____

SECTION 4
DECLARATION BY BIDDER

DECLARATION BY BIDDER**I. PREAMBLE AND INSTRUCTIONS TO BIDDERS**

- a. Bidders are required to provide full and complete information in the prescribed format in the following Schedules, signed and sealed on all pages. Incomplete submissions may liable to be rejected.
- b. All Schedules are required to be completed, but Bidders should not restrict themselves to using the space that is provided and Bidders will be responsible to provide additional sheets/pages and supplementary information wherever required. In the event that any particular Schedule or item in the Schedule is not applicable, the same should be clearly indicated.
- c. The Bidder shall submit an “Application for Qualification” letter, on his letterhead, in the format provided in Schedule I, Bidders shall submit adequate proof in support of their experience claims in the form of Work Orders, Completion Certificates, etc., failing which their experience claims will not be considered for evaluation. All documents related to the Bidder’s financial status (audited financial statements.) shall be certified by an independent Chartered Accountant. Documents submitted without the required Certification will not be considered for evaluation.
- d. All pages of the Bidder’s submission shall be numbered for ease of reference, and the Bidder shall provide an Index to his submission. All Annexure with pre-printed information (i.e., documents defining the firms’ constitution; audited financial statements/ balance sheets; etc.) shall be clearly numbered as Annexure 1, Annexure 2, etc., and listed in the Index.
- e. The information provided by the Bidder will be used for evaluation of the Technical Proposals to assess the qualifications of the Bidder pursuant to the requirements of Section 1, Instructions to Bidders (ITB), the overall responsiveness of the Bid to the terms and conditions of bidding, and the suitability and conformity of the offer to the requirements of the Bidding Documents.

II. List of Schedules

Schedule No.	Particular
Schedule I	Application for Qualification
Schedule II	Bidder information sheet
Schedule III	Experience

E - TENDER NO.: SE/TRC/T 83F/23-24/T01

Schedule IV	Annual Turnover & Financial Position
Schedule V	Current Contract Commitments / Works in Progress
Schedule VI	Personnel
Schedule VII	Description of Approach, Methodology and Work Plan for Performing the Assignment
Schedule VIII	Documentary Evidences for Qualification Criteria
Schedule IX	Declaration by Consultancy Firms

Schedule I

Application for Qualification

(To be Submitted on Bidder's Letterhead)

Date: ____/____/ 2023

Name of Tender: Appointment of Consultant on Retainer-Ship Basis for Providing Consultancy Services as Project Management Unit (PMU) to Office of CMD, MSEDCL.

Tender No: SE/TRC/T83F/23-24/T01

To:

The Superintending Engineer (TRC)

Maharashtra State Electricity Distribution Co. Ltd.

Prakashgad, 5th Floor

Prof. AnantKaneekar Marg, Bandra (East)

Mumbai 400 051, India

We, the undersigned, herewith submit our application for qualification for the referenced contract for Appointment of Consultant on retainer-ship basis for providing consultancy services as Project Management Unit (PMU) to Office of CMD, MSEDCL.

We hereby declare the following:

- a) We have examined and have no reservations to the Bidding Document and the Qualification Criteria set forth under the Instructions to Bidders (ITB).
- b) We confirm that our bid is fully complying with the bidding document without any deviation. We are fully aware that conditional bid will not be accepted by the Employer.
- c) We have submitted price bids for above Tender. Our Technical Proposal includes all the details of qualifying criteria.
- d) We have not engaged any subcontractor or subletted any part of the contract resulting from this qualification and do not have any conflict of interest in accordance with ITB Clause 1.5.
- e) We, for any part of the contract resulting from this application, have not been declared ineligible by the MSEDCL, World Bank, Asian Development Bank or any State utilities within India in accordance with ITB Sub-Clause 1.2.1 or by any other law for time being in force.
- f) We have filled in and submitted Schedules I to IX.
- g) We hereby certify and undertake that the information provided in the accompanying Schedules and the Annexure thereto is complete and accurate, and that we understand that any misrepresentation of facts will be grounds for rejection of our Bid.

E - TENDER NO.: SE/TRC/T 83F/23-24/T01

- h) We understand and accept that, in accordance with ITB Clause 6.7, you are not bound to accept any bid that you may receive, and that you may reject any or all bids at any time prior to Award of Contract without thereby incurring any liability to the affected bidder or any obligation to inform the bidder of the grounds for the Employer's decision.

In connection with our Bid, we hereby grant MSEDCL the authority to seek references to the extent required to confirm the information that we have provided in Schedules IX.

Name

In the capacity of

Signed

Duly authorized to sign the Application for and on behalf of

Date

Schedule II

Bidder Information Sheet
(To be completed by the Bidder)

Bidder Information	
Bidder's Registered name	
Bidder's actual or Intended year of constitution	
Bidder's Registered address	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Schedule III

Experience
Bidders' Organization and Experience

Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity for this assignment.]

Bidders' Experience

Bidder's Registered Name: _____

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in Rs.):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Rs.):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Bidders:
Name of associated Bidders, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Schedule IV

Annual Turnover & Financial Position

Bidder's Registered Name: _____

The Bidder must fill in this form

In Rupees

Year Ending	Total Income (Rs. Crores)	Advisory / Consultancy Services Turnover	Profit / Loss
FY 2022-23			
FY 2021-22			
FY 2020-21			
Three Year Turnover			
Average annual turnover			
The information supplied should be the Annual Turnover of the Bidder of the amounts billed to clients for each year for work in progress or completed.			
The Bidder shall submit audited financial statements/ balance sheets in support of its claims			

In Rupees

Year Ending	Capital	Reserves	Net worth	Debt/ Equity Ratio
FY 2022-23				
FY 2021-22				
FY 2020-21				

Copies shall be attached of the audited financial statements/ balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the conditions. All such documents reflect the financial situation of the Bidder and not sister or parent companies. Historic financial statements must be audited by a certified Chartered Accountant. Historic financial statements must be complete, including all notes to the financial statements. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). Auditor shall provide full details which illustrate how the Current Liabilities have been calculated, using the International Accounting Standards as a basis for such calculations.

The necessary supporting documents shall be certified by an independent Auditor/ Chartered Accountant.

Schedule V

Current Contract Commitments / Works in Progress

Bidder should provide information on the current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion but for which an unqualified, full completion certificate has yet to be issued.

Bidder's Registered Name:

Bidder must fill in this form

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Rs. Crores]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Rs. Crores/month]
1					
2					
3					
4					
5					
6					
	Total, All Contractual Commitments				

This Schedule and all supporting documents shall be certified by an independent Auditor/ Chartered Accountant.

Schedule VI

Personnel

Bidders shall provide, Team Composition and Task Assignments

Professional Staff				
Name of the Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position [only one candidate shall be nominated for each position]:

Name of Firm [Insert name of firm proposing the staff]:

Name of Staff [Insert full name]:

Date of Birth:

Nationality:

E - TENDER NO.: SE/TRC/T 83F/23-24/T01

Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

Membership of Professional Associations:

Other Training [Indicate significant training since degrees under 5 - Education were obtained]:

Countries of Work Experience: [List countries where staff has worked in the last ten years]:

Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:

Positions held: _____

Detailed Task Assigned: [List all tasks to be performed under this assignment]

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point.

Name of assignment or project: _____

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative:

Schedule VII**Description of Approach, Methodology and Work Plan for Performing the Assignment**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (20-30 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a. Technical Approach and Methodology,
 - b. Work Plan, and
 - c. Organization and Staffing,
-
- a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
 - b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Work and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
 - c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Schedule VIII

Documentary Evidences for Qualification Criteria

1. Documentary Evidences for Retainership/ PMU / PMC /Assignments

Sr. No.	Name of Client	Name of Assignment	Period of Assignment	Fees (Rs Lakhs)	Proof (Completion Certificate) – Yes/ No

2. Documentary Evidences for MYT Tariff Petition, RR & Tariff Petition Assignments

Sr. No.	Name of Client	Name of Assignment	Period of Assignment	Fees (Rs Lakhs)	Proof (Completion Certificate) – Yes/ No

3. Documentary Evidences for Experience with Maharashtra State owned distribution company.

Sr .No.	Name of Client	Name of Assignment	Period of Assignment	Fees (Rs Lakhs)	Proof (Completion Certificate) – Yes/ No

Schedule IX

Declaration by Consultancy Firms

The bidder to provide declaration on an affidavit on following:

- 1) It has a Consultancy team of more than 40 employees on its payroll.
- 2) It has not been prevented or blacklisted by any other law for time being in force from participating in any tenders by any agencies / utilities / Regulatory Commissions, **in the past. Bidders shall also not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the MSEDCL, World Bank, Asian Development Bank, SERCs, Other Licensees or any State within India in accordance with Sub-clause 6.11**

SECTION 5

SAMPLE FORMS

Section 5
SAMPLE FORMS

Notes on Sample Forms

All Bidders shall complete and provide the Bid Security in accordance with the requirements of the bidding documents.

Bidders should not complete the Forms of Contract at this time. Only the successful Bidder will be required to complete the Forms. The Forms of Contract, when finalized at time of Award of Contract, will incorporate any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations (time for completion, technical deviations, commercial deviations, etc.) or quantity variations in accordance with the requirements of the bidding documents.

The Form of Security Deposit should not be completed by the Bidders at the time of bid preparation. Only the successful Bidder will be required to provide these securities in accordance with the forms indicated herein or in another form acceptable to the Employer.

I. FORM OF BID SECURITY**(BANK GUARANTEE)**

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____, 2023, Appointment of Consultant on retainer-ship basis for providing Consultancy services as Project Management Unit (PMU) to Office of CMD, MSEDCL. (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of [Name of Country] _____ having our registered office at _____ (hereinafter called “the Bank”) are bound unto the Maharashtra State Electricity Distribution Company Limited, represented by the **Superintending Engineer (TRC)**, Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, 5th Floor, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051, Maharashtra India (hereinafter called the “Employer”) in the sum of Rs. _____ (Rupees _____ only) for which payment will and truly to be made to the said Employer. The Bank binds himself, its successors and assigns by these presents. This guarantee will be payable at our branch office at _____ [Address of branch office at Mumbai, Maharashtra], SEALED with the Common Seal of the said Bank this ____ day of _____, 2023.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity (i.e. period of 90 days after the date of bid opening); or
- (2) if the Bidder refuses to accept the correction of errors in his Bid; or
- (3) if the Bidder is determined at any time prior to Award of Contract to have engaged in corrupt or fraudulent practices in competing for the contract; or
- (4) if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Security deposit, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate his demand, provided that in its demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or all the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 90 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

Signature of Bank's authorized officer

SEAL _____

Signature of Bank's second authorized officer

SEAL

II. FORM OF SECURITY DEPOSIT (BANK GUARANTEE)

To: **Maharashtra State Electricity Distribution Company Limited**

Represented by

Superintending Engineer (TRC)

Maharashtra State Electricity Distribution Co. Ltd.

Prakashgad, 5th Floor

Prof. Anant Kanekar Marg, Bandra (East)

Mumbai 400 051, India

WHEREAS _ [name and address of Consultant] (hereinafter called "Consultant") has undertaken, in pursuance of TENDER NO: SE/TRC/T83F/23-24/T-01 Appointment of Consultant on retainer-ship basis for providing Consultancy services as Project Management Unit (PMU) to Office of CMD, MSEDCL. (Hereinafter called "the Contract of services" or "Services");

AND WHEREAS it has been stipulated by you in the said Contract that,

The Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we (name and address of the Bank) have agreed to give the Consultant such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of _____ [amount of Guarantee]¹ _____ [in words], and we undertake to pay you, through our branch office at _____ [Address of branch office at Mumbai, Maharashtra], upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of completion of the defect's liability period, with a claim period of further one month i.e. upto.....

Notwithstanding anything contained herein above:

Our liability under this guarantee shall not exceeds Rs..... (Rs.....Only)

¹ An amount to be inserted by the Guarantor, representing 10% of the Contract Price and denominated in Indian Rupees as specified in the Contract...

E - TENDER NO.: SE/TRC/T 83F/23-24/T01

This Bank Guarantee shall valid upto date..... And claim period upto.....

We are liable to pay the Bank Guarantee amount or any part thereof under this Bank Guarantee only any if you serve upon us a written claim or demand on or before..... (Claim period)

The bank guarantee is made applicable from this _____ day of 2023 at Mumbai.

Yours truly, _____

Signature and seal of the Guarantor: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

(By Regd. Post A/D)

III. Letter of Award (Services)**To,****M/s**

.....

.....

Name of Contract:

Appointment of Consultant on retainer-ship basis for providing Consultancy services as Project Management Unit (PMU) to Office of CMD, MSEDCL.

TENDER NO: SE/TRC/T83F/23-24/T-01

Ref: 1. Tender No. tender NO: SE/TRC/T83F/23-24/T-01-..... Published on & subsequent Addendums thereof.

2. Your Bid offer Dt.

Dear Sir,

This is to notify you that, your Bid dated together with subsequent correspondence mentioned above references under Tender No: SE/TRC/T83F/23-24/T-01 for Appointment of Consultant on retainer-ship basis for providing Consultancy services as Project Management Unit (PMU) to Office of CMD, MSEDCL for monthly retainer fees excluding taxes if any for the entire service on a 'single responsibility' basis as per the entire scope of work of Rs. Lakhs (Rs. Only) Excluding Service Tax., as corrected and modified in accordance with the instruction to Bidders is hereby accepted by us.

1. You are advised to submit the performance security deposit within fourteen (14) days from the date of receipt of this Letter of Award. The performance security deposit should be in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalized or Scheduled Bank payable at Mumbai for an amount of Rs. Lakhs (Rs. Only). The B.G. should be valid for Thirty-Six (36) months from the date of letter of award.
2. Further you have to ensure signing of contract within fourteen (14) days of receipt of this letter, subject to submission of Security Deposit by you. A draft copy of the Contract is enclosed herewith so as to enable you to submit the same on stamp papers of appropriate value.
3. The Stamp Duty Charges for Contract shall be as per the Article No. 63 of Schedule-I of Bombay Stamp Act.
4. The above work order is for the period of Twenty-Four months from the date of LOA.
5. You are also instructed to proceed for the said works now awarded to you in accordance with the scope of work & terms and conditions set forth in the Tender Documents.

6. This LOA is issued subject to the terms and conditions of the Bid Documents and amendments issued from time to time.

Please acknowledge the receipt of this Letter of Award.

Thanking You.

Yours Faithfully,

Superintending Engineer (TRC)
MSEDCL, Mumbai.

IV. CONTRACT

This Contract made on day of, 2023, **between M/s. Maharashtra State Electricity Distribution Co. Ltd.**, Represented by **The Superintending Engineer (Tariff Regulatory Cell)**, Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, 5th Floor, Station Road, Bandra (East), Mumbai-400051, Maharashtra, India (hereinafter called "The Employer") of the One Part and **M/s, Address....., E-Mail ID :** (here in after called "**Consultant** ") of the Other Part.

Whereas the Employer desires for Appointment of Consultant on retainer-ship basis for providing Consultancy services as Project Management Unit (PMU) to Office of CMD, MSEDCL. against Tender No. SE/TRC/T83F/23-24/T01 for total annual contract price of Rs. Lakhs (Rs.Only) Excluding Service Tax.

The Employer and the Contractor agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form as Contract Documents and shall be read and construed as part of this Contract:
 - a. The Letter of Award no. SE(TRC)/ T83F / /...dated
 - b. Bid Documents comprising of Invitation, Detailed Notice Inviting Tenders, Instructions to bidders and General conditions of Contract, Declaration, Sample Forms, Check List,
 - c. The Addendum Nos.
 - d. Bidder's Bid dated, 2023
 - e. The Appendix to Technical Proposal
 - f. The Appendix to Price Proposal
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the services till remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. **Contract Price:** The Employer hereby covenants to pay the Contractor, in consideration of the execution of Contract therein, the amount of RsLakhs (Rsonly) in the manner prescribed by the Contract.
5. **Contract Commencement and Completion Schedule:** The Contract commencement date shall be **2024** i.e. [the date of issue of Letter of Award (LOA)] by the Employer. The contract period shall be of Twenty-Four (24) months from the date of issue of LOA by the Employer.
6. **Scope of Work:** Shall be as defined in the Contract Documents and as mentioned in the Tender document. .
7. **Terms of Payment:**
As mentioned in the Tender Document.
8. **Taxes & Duties: -**
As mentioned in the tender document.

a. Performance Guarantee in Lieu of Security Deposit

Within 14 calendar days of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer the performance Security in the form of an unconditional and irrevocable Bank Guarantee for an amount equal to **10% (Ten percent) of the total annual contract price (Total fees)** denominated solely in Indian Rupees payable and claimed at Mumbai issued either by a Nationalized or Scheduled Bank located in, Mumbai, Maharashtra and acceptable to the Employee.

b. Penalty Clause:

If it is observed that the Consultant fails to perform as per terms and conditions of this contract, the penalty of 0.5% of the annual contract value shall be imposed for each occasion of non-performance.

c. Governing Law:

This Contract has been executed and delivered in India and its interpretation, validity and performance shall be construed and enforced in accordance with the Laws of India and also the laws applicable to the State of Maharashtra. Any disputes arising out of compliance/non-compliance of this Contract shall be dealt exclusively under the jurisdiction of court at Mumbai.

d. Claim, disputes and its settlement:

Any dispute or claim arising out of this Contract shall be dealt with as per the procedure stipulated in bidding document.

e. Notices:

All notices to be given under this Contract shall be in writing and in English language. A Notice shall be effective when delivered or on the notice effective date whichever is later.

f. All other terms and conditions shall be applicable as stipulated in Contract Documents.**g. Severability:**

If any provision of this Contract is found to be contrary to law and unenforceable by any court of law, the other conditions and provisions of this Contract shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby are not affected, in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforceable, the parties shall negotiate in good faith to modify this Contract so as to give effect to the original intent of the parties as closely as possible, to the extent that the transactions contemplated hereby can be fulfilled to the extent possible.

In Witness whereof the parties hereto have caused this Contract to be executed the day and year first before written in accordance with their respective laws.

Signature of authorized representative
of the Consultant

For

M/s

SEAL

Signature of Employer

In the presence of (Joint Partner):

Name _____

Signature _____

Address _____

In the presence of:

Name _____

Signature _____

Address _____

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40401202 Consultancy	ADM 010	Activity unit	998311	1		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	FORM OF PRICE PROPOSAL	Price Section	40401202 Consultancy	FORM OF PRICE PROPOSAL
2	Price Bid Format	Price Section	40401202 Consultancy	Price Bid Format
3	Bid Form for Technical Proposal, signed by the authorized signatory	Technical Section	40401202 Consultancy	Bid Form for Technical Proposal, signed by the authorized signatory
4	Bidders' Organization and Experience Schedule	Technical Section	40401202 Consultancy	Bidders' Organization and Experience Schedule
5	Annual Turnover & Financial Position Schedule IV	Technical Section	40401202 Consultancy	Annual Turnover & Financial Position Schedule IV
6	Current Contract Commitments / Works in Progress Schedule VI	Technical Section	40401202 Consultancy	Current Contract Commitments / Works in Progress Schedule VI
7	Personnel Schedule VI	Technical Section	40401202 Consultancy	Personnel Schedule VI
8	Team Composition and Task Assignments	Technical Section	40401202 Consultancy	Team Composition and Task Assignments
9	Curriculum Vitae (CV) for Proposed Professional Staff	Technical Section	40401202 Consultancy	Curriculum Vitae (CV) for Proposed Professional Staff
10	Description of Approach, Methodology and Work Plan for Performing the Assignment Schedule VII	Technical Section	40401202 Consultancy	Description of Approach, Methodology and Work Plan for Performing the Assignment Schedule VII
11	Documentary Evidences for Qualification Criteria Schedule VIII	Technical Section	40401202 Consultancy	Documentary Evidences for Qualification Criteria Schedule VIII
12	Declaration for Consultancy Team Schedule IX	Technical Section	40401202 Consultancy	Declaration for Consultancy Team Schedule IX
13	Any other information/data required to be submitted	Technical Section	40401202 Consultancy	Any other information/data required to be submitted. (MSME Registration Certificate if applicable)
14	Application for Qualification. Schedule I	Technical Section	40401202 Consultancy	Application for Qualification. Schedule I
15	Bidder Information Sheet Schedule II	Technical Section	40401202 Consultancy	Bidder Information Sheet Schedule II
16	Bid Security for the tender	Technical Section	40401202 Consultancy	Bid Security for the tender
17	FORM OF BID SECURITY (BANK GUARANTEE)	Commercial Section		FORM OF BID SECURITY (BANK GUARANTEE)
18	FORM OF SECURITY DEPOSIT (BANK GUARANTEE)	Commercial Section		FORM OF SECURITY DEPOSIT (BANK GUARANTEE)