



**APPOINTMENT OF CONSULTANT ON RETAINER-SHIP BASIS FOR
PROVIDING CONSULTANCY SERVICES TO RENEWABLE ENERGY &
POWER PURCHASE SECTION.**

E - TENDER NO. : CE/RE/2019/T-73 Dated 19.09.2019

TENDER DOCUMENTS



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

(A Govt. Of Maharashtra Undertaking)

CIN: U40109MH2005GC153645

Renewable Energy Section, "Prakashgad", Bandra (E), Mumbai 400 051

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**SECTION 1
INSTRUCTIONS TO THE BIDDERS**



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TENDER - APPOINTMENT OF CONSULTANT ON RETAINER-SHIP BASIS FOR PROVIDING CONSULTANCY SERVICES TO RENEWABLE ENERGY & POWER PURCHASE SECTION.

INSTRUCTIONS TO THE BIDDERS

1 GENERAL

1.1 Scope of Bid

- 1.1.1 The Maharashtra State Electricity Distribution Company Ltd. (MSEDCL), represented by the Chief Engineer (RE) (hereinafter referred to as "the Employer"), wishes to receive bids for 'Appointment of Consultant on retainer-ship basis for providing Consultancy services to Renewable Energy & Power Purchase Section.
- 1.1.2 The detail scope of work is attached as Annexure I.
- 1.1.3 The contract period is for **ONE Year**. The consultancy services under this contract shall be for a period of Twelve months from the date of issue of Letter of Award.
- 1.1.4 The rates should be valid up to the completion of order.
- 1.1.5 Initially after three months the performance will be reviewed & order will be continued if performance is found satisfactory.
- 1.1.6 If performance is not found satisfactory the order will be discontinued with immediate effect.
- 1.1.7 The contract may be further extended for one / two years on the basis of same terms and conditions.

1.2 Eligible Bidders

- 1.2.1 The Bidder should be in Consultancy Business of Power Sector since last 10 years ending on 31st March 2019.
- 1.2.2 The Bidder should have experience of supporting Distribution State/Private Utilities/ Electricity Departments/ Regulatory Commissions for regulatory matters related to renewable energy, techno-commercial aspects of business development in power distribution segment and regulatory/statutory (EA 2003) compliances either on retainership basis for 2 years or minimum 3 assignments.
- 1.2.3 The Bidder should have experience of supporting Distribution State Utilities / Electricity Departments in Bid Process Management for Renewable Energy Projects - Minimum 1 project with Distribution Utilities.
- 1.2.4 The Bidder should have minimum 50 employees on PAYROLL in Consultancy business.
- 1.2.5 The average annual turnover of the Bidder during last 3 financial years shall be more than Rs. 50 Crs. from Consultancy business.
- 1.2.6 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.

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- 1.2.7 Bidding is open to individual bidder only and no subcontracting consortium or joint venture is permitted.
- 1.2.8 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.
- 1.2.9 The Bidder should provide professional, objective, and impartial advice and at all times hold the Client's interests 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 proposed assignment of MSEDCL. Bidder shall not have any conflict of interest as provided in Clause 1.5.
- 1.2.10 The Bidder shall ensure that Core Team (Regulatory/ Power Purchase Expert & Team Members) is stationed and always available in MSEDCL office to carry out the task assigned.
- 1.2.11 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 Qualification of the Bidder

- 1.3.1 This invitation of Bid is open to eligible bidders those who are registered with MSEDCL's E-Tendering only.
- 1.3.2 The intending bidders shall entirely meet the conditions to qualify for the award of contract specified in this bid document.
- 1.3.3 The consulting firm meeting the above requirement may participate in the bidding and the Qualification / Evaluation Criteria for the same is as follows:

Sr. No.	Criteria for Technical Evaluation	Marks
1	Experience in assignments dealing with Regulatory matters related to Renewable Energy, Power Purchase, Regulatory/ Statutory (EA 2003) compliances either on retainership basis or project specific. 1 Assignments completed = 3 Mark	15
2	Experience with MSEDCL. 1 Assignments completed = 1 Mark	5
3	The Bidder should have experience of supporting Distribution State Utilities / Electricity Departments in Bid Process Management for Renewable Energy Projects (no.of bid process completed). 1 Assignments completed = 5 Mark	20
4	Qualification and Competency of Staff Regulatory/ Power Purchase Expert : 5 Marks Team Member (2 Nos.): 10 Marks <ul style="list-style-type: none">3 marks for each position for meeting minimum education and experience criteria.1 mark additional for higher education qualification / additional	15

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Sr. No.	Criteria for Technical Evaluation	Marks
	degree. • 1 mark additional for higher work experience	
5	Adequacy / Quality of the Proposed Work Plan and its Methodology a) Approach & Methodology – 3 marks b) Work Plan – 2 marks	5

* The minimum requirements of the proposed team are:

Sr. No.	Proposed Team Profile (Functional Experts)	Parameters	Benchmark
A	Team Leader cum Regulatory /Power Purchase Expert	Qualification	BE or MBA or CA/CMA
		Post qualification experience in Power Sector	5 years
B	Team Member	Qualification	BE or MBA or CA/CMA
		Post qualification experience in Power Sector	2 years

Note: Marks can be given in points also (e.g. 0.25/ 0.50 etc)

Note:

1. The consultant shall ensure that Team (Regulatory / Power Purchase Expert & team member) is stationed and always available in MSEDCL office to discuss and finalize the documents for all the time at all working days.
2. The above requirements are minimum and MSEDCL reserves the right to request for any additional information.
3. 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.
4. The proof or documentary evidence satisfying above minimum qualification criteria as well as evaluation criteria is to be provided as per Section 4.

Weightage of mark:

1. The minimum technical score is 35 points.
2. 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 = 60% and Price Bid =40%.
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 60 marks. The Price Bid scores of all the bids will be computed as follows:
 - a. $P=60 \times Bmin / B$ where 'B' indicates the quoted bid price.

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5. The bids will finally be ranked according to their combined technical bid (T) and Price Bid (P) scores using a weight of 60% for technical bids and 40% for price Bid. Overall Ranking (R) shall be calculated as under:

$$\mathbf{b. \quad R = (T \times 0.60) + (P \times 0.40)}$$

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.

1.4 One Bid per Bidder

- 1.4.1 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.
- 1.4.2 Joint venture for this tender is not allowed.

1.5 Conflict of Interest

- 1.5.1 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 interests 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 matters/ proposed assignments of MSEDCL.

1.6 Cost of Bidding

- 1.6.1 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

Annexure: 1 Scope of Work.

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:

Chief Engineer (RE)

MSEDCL, Prakashgad, 5th Floor

Bandra (East), Mumbai 400 051

Telephone : (022) 2647 4211

Email: ceremsedcl@gmail.com, nctendermsedcl@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 and shall be communicated through the website <https://etender.mahadiscom.in>

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.

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- 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 Employer, 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 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.
- 3.6.5 No interest will be paid on the Bid Security.
- 3.6.6 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required security deposit.
- 3.6.7 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.

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- 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 online payment made by the bidder against the Tender Fees of an amount of Rs 5000 + 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.

5.2 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.

6 OPENING AND EVALUATION OF PRICE PROPOSALS

6.1 Opening of Price Proposals

The Employer will open the Price Proposals of all bidders who submitted responsive Technical Proposals.

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. 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 taken into account 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 Prior to the signing of Contract, interview of the designated team of the successful bidder to work with MSEDCL shall be taken by MSEDCL to test their knowledge about the scope of work as mentioned in the tender documents.
- 6.9.2 The interview shall be taken in MSEDCL office within a period of 15 days from the date of Letter of Award.
- 6.9.3 The persons selected in the interview shall only be deputed by the successful bidder to work with MSEDCL.
- 6.9.4 Within 7 days from the date of interview, 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 Annual 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 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

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 (Annexure I) 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".
- 7.1.6 **"Contract"** means the contract (if any) referred to in Sub-Clause 7.4.

7.2 Persons

- 7.2.1 **"Employer"** means the person named as specified in clause 7.1 of Section 1.
- 7.2.2 **"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.
- 7.2.3 **"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.
- 7.2.4 **"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.
- 7.2.5 **"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.
- 7.2.6 **"Commencement Date"** Date of issue of Letter of Award shall be considered as the commencement date of contract.

7.2.7 **"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 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 One Year.
- 9.2.2 The period / time for consultancy services under this contract shall be for a period of Twelve from the date of issue of Letter of Award.

9.3 Expiry of the contract:

- 9.3.1 Unless terminated, this contract shall expire when services have been completed at the end of 12 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 Consultant will have to submit the bills in triplicate to CE (RE) at the end of every month, after internal scrutiny and audit of bill following necessary bill payment procedure payment will be made.
- 9.5.2 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.
- 9.5.3 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.

9.6 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,

10.2.2 Shall Specifying the nature of failure and

10.2.3 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, Annexure 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 services.

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

FORM OF TECHNICAL PROPOSAL

- 11.2 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.
- 11.3 The Bidder will be responsible to provide any supplementary data and documents wherever these may be required.
- 11.4 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. : CE/RE/2019/T-73 Dated 19.09.2019

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.

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
	Experience 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

FORM OF TECHNICAL PROPOSAL

(On Bidder's Letterhead)

E-TENDER NO. : Bid No.: CE/RE/2019/T-73 Dated 19.09.2019

TENDER - APPOINTMENT OF CONSULTANT ON RETAINER-SHIP BASIS FOR PROVIDING CONSULTANCY SERVICES TO RENEWABLE ENERGY & POWER PURCHASE SECTION.

To: Maharashtra State Electricity Distribution Company Ltd.

Represented by the:

Chief Engineer (RE)

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 for providing Consultancy services on retainer-ship basis for providing consultancy services to Renewable Energy Section. 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.

E - TENDER NO. : CE/RE/2019/T-73 Dated 19.09.2019

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 _____ 2019.

Bidders Name & Address: _____

Bidder's Signature:

(Seal)

FORM OF PRICE PROPOSAL

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

E-TENDER NO. : CE/RE

TENDER - APPOINTMENT OF CONSULTANT ON RETAINER-SHIP BASIS FOR PROVIDING CONSULTANCY SERVICES TO RENEWABLE ENERGY & POWER PURCHASE SECTION.

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

Represented by the:

Chief Engineer (RE)

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 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.

E - TENDER NO. : CE/RE/2019/T-73 Dated 19.09.2019

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 _____ 2019.

Bidders Name & Address:

Signature of Bidder:

(seal)

Price Bid Format

Price Bid

(Should be uploaded separately as Price Bid Document)

E -TENDER NO. : CE/RE/2019/T-73 Dated 19.09.2019

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

Retainer ship 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

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

Application for Qualification
(To be Submitted on Bidder's Letterhead)

Date: __/__/2019

Name of Tender: Appointment Of Consultant On Retainer-Ship Basis For Providing Consultancy Services to Renewable Energy & Power Purchase Section

Tender No: CE/RE/2019/T-73 Dated 19.09.2019

To:

The Chief Engineer (RE)

Maharashtra State Electricity Distribution Co. Ltd.

Prakashgad, 5th Floor

Prof. Anant Kanekar 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 to Renewable Energy & Power Purchase Section.

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 1.2.11 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.

- 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 2016-17			
FY 2017-18			
FY 2018-19			
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 2018-19				
FY 2017-18				
FY 2016-17				

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.					

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:

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:

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.

Documentary Evidences for Qualification Criteria

1. Documentary Evidences for Retainer Assignments

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

2. Documentary Evidences for Experience with MSEDCL

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

3. Documentary Evidences for Bid Process Management for Renewable Energy Projects

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

Declaration by Consultancy Firms

The bidder to provide declaration on an affidavit on following:

- 1) It has a Consultancy team of more than 50 employees on its payroll;
- 2) It has not 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.

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.

FORM OF BID SECURITY

(BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____, 2019, Appointment of Consultant on retainer-ship basis for providing Consultancy services to Renewable Energy & Power Purchase Section. (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 **Chief Engineer (RE)**, 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 _____, 2019.

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 of the above conditions, specifying the occurred condition or conditions.

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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

**FORM OF SECURITY DEPOSIT
(BANK GUARANTEE)**

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

Represented by

Chief Engineer (RE)

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.: CE/RE/2019/T-73 dated 19.09.2019 - Appointment of Consultant on retainer-ship basis for providing Consultancy services to Renewable Energy Section. (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 defects 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..

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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 2019 at Mumbai.

Yours truly, _____

Signature and seal of the Guarantor: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

(By Regd. Post A/D)

Letter of Award (Services)

To,

M/s

.....

.....

Name of Contract:

Appointment of Consultant on retainer-ship basis for providing Consultancy services to Renewable Energy Section.

TENDER NO.: CE/RE/2019/T-73

- Ref : 1. Tender No. tender NO.: CE/RE/-..... 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.: CE/RE/..... for Appointment of Consultant on retainer-ship basis for providing Consultancy services to Renewable Energy Section 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 Twenty Four (24) 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.

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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,

Chief Engineer (RE)
MSEDCL, Mumbai.

CONTRACT

This Contract made on day of, 2019, **between M/s. Maharashtra State Electricity Distribution Co. Ltd.**, Represented by **The Chief Engineer (Renewable Energy)**, 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 to Renewable Energy Section against Tender No. CE/RE/..... 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. CE/RE / /...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, 2019
 - 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 **2019** i.e. [the date of issue of Letter Of Award (LOA)] by the Employer. The contract period shall be of Twelve (12) 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 and Annexure I of 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

Signature of Employer

For

M/s

SEAL

In the presence of (Joint Partner):

In the presence of:

Name _____

Name _____

Signature _____

Signature _____

Address _____

Address _____

Annexure I

Scope of Work:

The following is the scope of services of the consulting firm:

Part A: Renewable Energy Section

1. To prepare comparative study in respect of Renewable Energy Tariff and other performance parameters with best performing and topographical similar State's Electricity Board / Electricity Departments / utilities whenever required.
2. To provide necessary support to MSEDCL, in facilitating the interaction / information collection for the Regulatory orders & other petitions from the various departments of MSEDCL
3. Prepare comparative chart of latest Renewable Tariff applicable in various States / utilities and other parameters as may be required.
4. Assistance in framing responses related to tariff matters to be filed before appropriate Legal Forum.
5. Commenting and Advising on the Amendments in the Electricity Act, Regulations, Policies and Guidelines, if any.
6. 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.
7. Study and analysis of various Regulations, norms fixed by CERC/MERC.
8. Study discussion papers, suo-motu petitions.
9. Assistance in Drafting Petitions / Counter affidavits in respect of Petition before High Court and Supreme Court in respect of aforesaid matters;
10. Scrutinise various petitions / Appeals / Discussion papers filed by IPPs / MSPGCL / Traders / Other Discoms or Transmission Utilities before CERC / ATE / MERC.
11. Study of Judgments of the CERC / ATE / MERC and advising the MSEDCL on the desirability or otherwise of filing an appeal.
12. PPA and any other regulatory work in connection to Renewable Energy Department.
13. Review and formulate Power Purchase Agreements;
14. Report on innovative options for procurement of renewable energy including support in procurement process;
15. Adopt the best practices from the utilities/ licensees for formation of a qualitative policy document/ circulars related RE and
16. Study of court cases related to RE, if any, and analysis of financial impact.
17. Assistance in competitive bidding processes for procurement of power along with evaluation of bid and selection of bidder, as and when desired.
18. Assistance in mapping of MSEDCL's RPO trajectory and its compliance. Support during all proceedings of RPO matters.
19. Any other work on the above related issues / other regulatory matters as may be assigned by Chief Engineer (RE).

Part B: Power Purchase Section

1. Study and analysis of various Regulations, norms fixed by CERC/MERC/other SERCs.
2. Study analysis and representations of tariff petitions filed by MSPGCL/ MSETCL / NTPC / PGCIL / NPCIL/ IPPs/ Other State Utilities, Traders and Licensees where MSEDCL is a respondent.
3. Drafting/Scrutinise various petitions / Appeals / Discussion papers filed by IPPs / MSPGCL / Traders / Other Discoms or Transmission Utilities before CERC / ATE / MERC/SERCs/High Court/Supreme Court, etc.
4. Analysis of Judgments of the CERC / ATE / MERC and advising the MSEDCL on the desirability or otherwise of filing an appeal.
5. Briefing Counsels for pleading the cases before the High Court and Supreme Court.
6. To file petitions / appeals / civil suits in respect of matters related to Trading of Power, to plead the case for MSEDCL and to brief the Counsel (in respect of Civil Suits) etc.
7. PPA and any other regulatory work in connection to Power Purchase Department.
8. Any other works assigned by Chief Engineer (Power Purchase).

Part C: Miscellaneous works

1. To assist MSEDCL in framing replies to the queries of MERC on Regulatory matters.
2. Assist in drafting petitions & replies before MERC/ CERC/ APTEL / Courts / any other forum on various Regulatory matters.
3. Comments / Appraisal note on important regulatory pronouncements or issuance of orders issued by MoP / MERC / CERC / APTEL / FOR / GoM/ High Court / Supreme Court; (generally Appraisal notes are to be prepared for majority of the orders issued by MERC and selected/ important ones for other authorities)
4. Assistance in filing of periodic Regulatory Compliance Reports regarding MERC directives to MSEDCL;
5. Assistance in continuous regulatory interactions with MERC related to MSEDCL;
6. Updating and commenting on each Regulations issued by MERC / CERC / CEA / MoP/ GoM / FOR on distribution / retail supply of electricity;
7. Advise on impact of various regulations on MSEDCL;
8. Periodic review of regulatory developments in other States / CERC/ FOR;

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 Renewable Energy Section, MSEDCL and in case of unsatisfactory performance, the award shall be cancelled without assigning any reason.

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- 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.
