

**Summary of queries raised through email on Tender for
Empanelment of consultants for Technical and Regulatory Tasks**

Sr. No	Name of the Firm/Company	Query raised	Relevant Para of the ToR	Clarification
1	Sadanand Manekar, CMVP email dtd 29.05.17	Our firm is SME registered. Do we have to deposit EMD of Rs. 50,000/- while submission of bids		As per Industries, Energy and Labour Department, Government of Maharashtra GR dated 01.12.2016 registered MSMEs are exempted from depositing EMD.
2	Sadanand Manekar, CMVP email dtd 29.05.17	Since we are bidding for "Third Party Energy Audit" wherein we have to use various data collection and parameter measurement instruments. How do we charge for usage of these instruments in financial bids		Prior approval of any charges for specialised measurement instruments, if any required, have to be taken on case to case basis at the time of assignment of such task.
3	Sadanand Manekar, CMVP email dtd 29.05.17	How do we charge for report making expenses	Annex-II	The monthly fees quoted should be inclusive of all costs.
4	PWC email dtd 29.05.17	MERC (MYT), Regulations, 2015, supersede MERC (MYT) Regulations 2011. Whether MERC (MYT) Regulations, 2015 need to be considered or MERC (MYT) Regulations, 2011 please clarify.	Page No. 3 of the RFP/ NIT Part I	MERC (MYT), Regulations, 2015 may be considered since they have superseded the earlier MYT Regulations of 2011.
5	PWC email dtd 29.05.17	The referred para's of the RFP doesn't indicate if any team structure or various levels/grades of consultants are required by MERC. In our view, execution of any task/assignment can be done most suitably in a team structure/ team of consultants considering various skill set requirements for the respective tasks, i.e., financial modeling, draft document preparation, client interactions, quality control, etc. Therefore, there might be requirement of senior, middle or junior resource as suitable to the activities specified in the approved work plan. We seek your clarification in this regard.	Para 3	The empaneled firm must have a team of consultants with various skill set required for different tasks.

6	PWC email dtd 29.05.17	The evaluation methodology in para 4.7 of RFP specifies that a composite score would be arrived with weightage of 60% for technical score and 40% for financial score. It is highlighted that by not having separate categories of consultants/personnel's, the composite scores may lead to a situation where senior personnel might get compared with junior personnel. For example: - A senior personnel with high monthly fee may get high technical scores and low financial scores. Whereas, a junior personnel with low monthly fee may get low technical scores and high financial scores. Therefore, composite scores of senior personnel and junior personnel may be very similar resulting in an inappropriate comparison. Therefore, comparison by this method alone may not give clarity of selection or choice to MERC. We seek your clarification in this regard.	4.7	Para 4.7 of the ToR clearly specifies the evaluation methodology for the selection process. Further, para 4.4 also specifies constitution of Evaluation Committee which will evaluate the bids on the basis of the criteria specified.
7	PWC email dtd 29.05.17	Whether outstation travel, lodging,& boarding cost incurred as part of the task execution can be claimed. If so what is the procedure for claiming the same	Para 7.4	Para 7.4 may be read as under: "The charges quoted by the Bidder in his Bid and accepted by the Commission in the Contract, will be inclusive all incidental expenses, professional fees, etc., incurred by the teams, in connection with the assignment. No separate charges will be payable by the Commission on any such account. If Commission directs approved resource to carry out any tour outside Mumbai in connection with any assignment, then the outstation travelling, lodging and boarding as admissible will be reimbursed as per the relevant Rules and Regulations of the Commission, on case to case basis.

8	PWC email dtd 29.05.17	Liquidated damages - no upper limit	Para 9.4	Para on liquidated damages provide for levy of liquidated damages at the rate of 10 % of the cost of assignment or higher, as the Commission may deem fit.
9	PWC email dtd 29.05.17	In the table it is required to mention whether accommodation is available at Mumbai or nearby place. Will there be any preference given to resources having local accommodation?		No.
10	PWC email dtd 29.05.17	Please clarify whether consultant is required to undertake meter testing or otherwise?	Part 2 sub task 2	The Commission may assign any task as per the Para 2
11	E&Y email dtd 31.05.17	Let us know the number of key resources (in percentage terms) that can be proposed who are not full time employees of the firm	Para 3	No such percentage is prescribed. However, there must be sufficient number of approved resources so as not to hamper the work assigned.
12	E&Y email dtd 31.05.17	Whether the workplan and approach, and methodology is to be submitted for each of the task mentioned in Section 2 (scope of work) of the tender document		Not to be given for specific task but overall approach and methodology.
13	E&Y email dtd 31.05.17	Provide the basis that is to be adopted for evaluation of technical bid and how the scoring will be done for each of the bidders		As per para 4 of the bid document
14	E&Y email dtd 31.05.17	Provide the basis that is to be adopted for evaluation of financial bid and how the scoring will be done for each of the bidders		As per para 4 of the bid document
	E&Y email dtd 31.05.17	Clarify whether the concept note should include approach and methodology and workplan for each of the task mentioned in Section 2		Not to be given for specific task but overall approach and methodology.
15	E&Y email dtd 31.05.17	Clarify whether the methodology for transferring of knowledge should include approach and methodology and workplan for each of the task mentioned in Section 2		Not to be given for specific task but overall approach and methodology.
16	E&Y email dtd 31.05.17	Request to add clause: "Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than MERC Information, are for MERC's internal use only (consistent with the purpose of the particular Services)		As per Para 7.6 MERC will be free to use reports, etc as it may deem fit.

17	E&Y email dtd 31.05.17	Request to add clause: MERC shall provide (or cause others to provide) to the Consultant, promptly, the information, resources and assistance (including access to records, systems, premises and people) that the Consultant reasonably require to perform the services under the Agreement, failing which the Consultant shall not be responsible for any delay, loss or damage to MERC		The Consultant will be responsible for delay on their part. MERC will co-ordinate for providing required information to the consultant. However, the consultant will be responsible for getting the task completed as per the timelines given for each task.
18	E&Y email dtd 31.05.17	Request to add clause: The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that the Consultant already owns or licenses (“Consultant Materials”), including improvements to such Consultant Materials or knowledge developed while performing the Services.		As per Para 7.6 Provision regarding confidentiality of data and documents is as per para 7.6. The question of pre-existing intellectual property rights do not arise.
19	E&Y email dtd 31.05.17	Request to add clause: MERC may not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. MERC shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by the Consultant’s fraud or willful misconduct or to the extent prohibited by applicable law or professional obligations	Para 9.4	As per para 9.4 The liquidated damages for errors, mistakes and delays is as per para 9.4.

20	E&Y email dtd 31.05.17	The Consultant shall, subject to the provisions of the Agreement, indemnify MERC, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.	Para 9.4	As per para 9.4
21	Meghraj email dtd 31.05.17	The scoring methodology under the two identified heads may be provided for clarity.		Para 4.7 of the ToR clearly specifies the evaluation methodology for the selection process. Further, para 4.4 also specifies constitution of Evaluation Committee which will evaluate the bids on the basis of the criteria specified.
22	Meghraj email dtd 31.05.17	To form experience bands for the personnel and then do the comparative scoring within such experience bands.		Para 4.7 of the ToR clearly specifies the evaluation methodology for the selection process. Further, para 4.4 also specifies constitution of Evaluation Committee which will evaluate the bids on the basis of the criteria specified.
23	Meghraj email dtd 31.05.17	Regarding firm level technical scores and individual level financial scores.		Para 4.7 of the ToR clearly specifies the evaluation methodology for the selection process. Further, para 4.4 also specifies constitution of Evaluation Committee which will evaluate the bids on the basis of the criteria specified. Each firm will get a technical score which will be common for all resources of that firm, additionally each individual resource will get a technical score depending on his/ her qualification, experience, skill,etc.
24	Meghraj email dtd 31.05.17	Will a consolidated list be prepared for all the consultants / personnel from all the firms?		Yes
25	Meghraj email dtd 31.05.17	Is there a limit for the number of consultants / personnel to be shortlisted by MERC for empanelment?		No

25	Deloitte email dtd 31.05.17	Whether separate EMD is to be paid for both task		Yes
26	Deloitte email dtd 31.05.17	What is the significance of two envelope bidding if the bids are in electronic format		It is a two stage bidding wherein technical bids will be opened first. Only after completing technical evaluation, the system allows for opening financial bids of only technically qualified bidders. It is two stage bidding in electronic form.
27	Deloitte email dtd 31.05.17	Technical score which will be used for computing the composite score of an individual will be calculated for each individual or will it be the technical score awarded to the firm?		Each firm will get a technical score which will be common for all resources of that firm, additionally each individual resource will get a technical score depending on his/ her qualification, experience, skill,etc.
28	Idam email dtd 31.05.17	Whether the bidders need to disclose past assignments, ongoing assignments with other clients ?		Yes
29	Idam email dtd 31.05.17	Termination of contract and forfeiture of contract security deposit		As per para 9.3
30	Idam email dtd 31.05.17	Can common resources ne employed for both tasks		Yes
31	Idam email dtd 31.05.17	Annexure - 1D		List of all proposed resources is to be given. The work will be only on assignment basis.

Summary of queries raised during Pre Bid conference held on 2 June, 2017

Empanelment of consultants for Technical and Regulatory Tasks

Sr. No	Name of the Firm/Company	Query raised	Relevant Para of the ToR	Clarification
1		Can the firm propose same resources for both the tasks		Yes

2		Is there any limit on number of firms that will be empaneled		No
3		Earnest money Rs. 50000/- common for the Tender or separately to be paid for each part.		To be paid separately with each bid
4		Whether outstation travel, lodging,& boarding cost incurred as part of the task execution can be claimed. If so what is the procedure for claiming the same		If Commission directs any approved resource to carry out any tour outside Mumbai in connection with any assignment, then all the outstation travelling and other charges as admissible as per the relevant Rules and Regulations of the Commission will be reimbursed, on case to case basis.
5		Conflict of Interest case: Elaborate various cases wherein the conflict of interest would arise. Whether bidders need to disclose past assignments, ongoing assignments with other clients to Commission as part of the present EOI submission		The consultancy firm are required to disclose all the cases past and ongoing which may lead to conflict of interest
6		Willing to work on regular basis or assignment basis or both	Annex I-D	It should be only assignment basis
7		Can we quote for selected tasks out of the total tasks given in the Scope of work	2	The consultancy firm is expected to handle all the tasks specified in the scope of work. However, if any firm is not able to handle any task it may clearly bring it out in "Schedule of Deviations" as provided in para 6 of ToR

8	<p>The evaluation methodology in para 4.7 of RFP specifies that a composite score would be arrived with weightage of 60% for technical score and 40% for financial score. It is highlighted that by not having separate categories of consultants/personnel's, the composite scores may lead to a situation where senior personnel might get compared with junior personnel. For example: - A senior personnel with high monthly fee may get high technical scores and low financial scores. Whereas, a junior personnel with low monthly fee may get low technical scores and high financial scores. Therefore, composite scores of senior personnel and junior personnel may be very similar resulting in an inappropriate comparison. Therefore, comparison by this method alone may not give clarity of selection or choice to MERC. We seek your clarification in this regard.</p>	4.7	<p>Para 4.7 of the ToR clearly specifies the evaluation methodology for the selection process. Further, para 4.4 also specifies constitution of Evaluation Committee which will evaluate the bids on the basis of the criteria specified.</p>
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