

# MAHARASHTRA ELECTRICITY REGULATORY COMMISSION



**Request for Proposal for  
Document Management System (DMS)  
and  
Record Storage Management Services (RSMS)**

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**17-10-2017**

World Trade Centre, Centre No.1, 13th Floor, Cuffe  
Parade, Colaba, Mumbai-400005

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**Request for Proposal for Document Management System (DMS)  
and Record Storage Management Services (RSMS)  
for  
Maharashtra Electricity Regulatory Commission (MERC)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	<b>Cost of Tender Document</b>	<b>Free of cost</b>
<b>2</b>	<b>Mode of Bid Submission</b>	<b>Online through e-Tendering system at <a href="http://mahatenders.gov.in">http://mahatenders.gov.in</a>.</b>
<b>3</b>	<b>Tendering Authority</b>	<b>Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Colaba, Mumbai-400005</b>
<b>4</b>	<b>Last Date of Submission of Queries</b>	<b>23 October, 2017 up to 1600 Hours Pre-Bid Queries can be submitted at 'tenderqueries@merc.gov.in' as per format enclosed at Annexure-2 in RFP</b>
<b>5</b>	<b>Date and Time of Pre- Bid Meeting</b>	<b>25 October, 2017 at 1500 Hours</b>
<b>6</b>	<b>Last Date of Submission of Bids</b>	<b>27 October, 2017 up to 1700 Hours</b>
<b>7</b>	<b>Date and Time of Opening of Bids</b>	<b>30 October, 2017 at 1500 Hours</b>
<b>8</b>	<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 1,00,000/- (Rs. One Lakh only)</b>

## 1 Invitation for Bids (IFB) and Notice Inviting Tenders (NIT)

- Maharashtra Electricity Regulatory Commission invites electronic Bid Proposals from reputed, competent and professional firms that meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for Document Management System (DMS) and Record Storage Management Services (RSMS) of Maharashtra Electricity Regulatory Commission (MERC).
- The complete RFP document has been published on the Government of Maharashtra's e-Tendering website <http://mahatenders.gov.in>.
- Bidders who wish to participate in the bidding process must register on the website <http://mahatenders.gov.in>, unless already registered.
- To participate in the online Tendering process, the bidders must procure Digital Signature Certificates (DSC: class II or class III) in accordance with the IT Act 2000. Bidders who already have a valid DSC need not procure a new DSC.
- The bidding process would follow two envelope bidding mechanism for separate technical and commercial proposals.
- The bidder shall submit the offer in electronic formats both for technical and commercial proposals. EMD should be submitted online, as prescribed in NIT, along with the technical Bid.
- MERC will not be responsible for any delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well within time so as to avoid any unforeseen problems.
- No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal Contract is signed and executed between the Tendering Authority and the successful bidder.
- MERC disclaims any factual/or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidders to prepare a logical bid proposal.
- Estimated Cost- Rs. 6,74,400/- (excluding taxes)

## 2 Eligibility Criteria

The bidder who wishes to participate through this RFP needs to conform to the below mentioned eligibility criteria, Consortium of firms is ineligible to bid:

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act.	Copy of Certificate of Incorporation or copy of Registration Certificate
2	Turnover from IT/ITeS	Average annual turnover of the bidder from IT/ITeS over the last three financial years, i.e., from FY 2013-2014 to 2015- 2016 (as per the last published audited balance sheets), should be at least INR 02Crores.	CA Certificate with CA's Registration Number/ Seal and copy of audited report.
3	Technical Capability	Bidder shall submit work order and completion certificate of at least 50,000 documents digitized in aGovernment organization such as Government of Maharashtra (GOM) / Government of India (GOI)/ PSU of GOM or GOI in last three years. and Bidder should be in business of providing record storage & management services for at least 3 years. The facility should preferably be having arrangement of storing documents in Metallic boxes/ bins.  Minimum of 3 such citations to be submitted as per the format specified in ANNEXURE 3 of the RFP	Work Completion Certificates from the client;  Work Order + Self Certificate of Completion  Work Order + Phase Completion Certificate from the client  Along with any one of the three above, a self-certification from competent authority that the furnished project meets the qualification requirements
4	Year of operation in the area of Document Management Services, including providing DMS software to clients as per requirements	The Bidder shall be operating forlast three years in the fields of Document Management System (DMS) and Record Storage Management Services (RSMS).	Copies of relevant certificates/ work order/ satisfactory certificates from clients
5	Blacklisting	At the time of bidding, firms black-listed/ debarred from participating in any procurement by anyState or Central Government or UTor PSU in India are not allowed to bid.	A self-certified letter as per ANNEXURE 5 of the RFP
6	Manpower requirement	Senior professionals with hands on experience in Developing/customizing Document Management software and Record Storage Management Services.	Certificate from Bidder.
7	Office in Maharashtra	The Bidder shall have registered office in the State of Maharashtra	Copy of license from competent Authority.
8	Certification	The Bidder should have ISO9001:2008 certificate	Copy of the certificate

### 3 Scope of Work

#### 3.1 Overview

The Maharashtra Electricity Regulatory Commission (MERC) desires to digitize old and current records/documents. The records/documents primarily include judgment and Case files. In the process of digitization of old and current records/documents MERC desires the records/documents along with its meta-data and secured storage of the hard copies / files in a Document Management System (DMS). The bidder should store the hard copies of the digitized documents at Secure Storage at his place, in Metallic boxes. The detailed requirements are mentioned in this Section.

#### 3.2 Deliverables

- i) Scanning and digitization of records as per the requirements mentioned below;
- ii) Development / customization and deployment of Document Management System (DMS);
- iii) Annual Maintenance of DMS for 1 year;
- iv) Storing the hard copies of the digitized documents at Secure Storage at Bidder's site in Metallic boxes/ bins.

#### 3.3 Requirements

The requirements for scanning records/document and judgments are mentioned below:

##### i) No of records/documents to be scanned:

The number of pages to be digitized / scanned may be approx. 5,00,000 (Five lakh) pages. This number may be increased / decreased as per requirement of the MERC.

##### ii) Document Management System (DMS):

- It is essential to enter meta-data of the scanned documents/files in a Document Management System to retrieve these documents/files in future. The selected bidder has to provide a low cost/open source Document Management System to cater below mentioned requirement.
- The meta-data of scanned records shall be entered into the Document Management System and the meta-data is to be tagged to the respective document/file.
- The selected bidder has to provide DMS which can be deployed at MERC in a period of not more than 2 weeks, and which should be customizable to the requirements of MERC.
- Following are the meta-data fields to be captured in the DMS:

Sr. No.	Field	Data Type
1	Case No	Varchar (30)
2	Petitioner Name	Varchar (99)
3	Respondent Name	Varchar (99)
4	Petitioner Advocate	Varchar (99)
5	Respondent Advocate	Varchar (99)
6	Date of Filing	Date
7	Date of Next Hearing	Date
8	Date of Final Order	Date

- The DMS should be customizable to add more fields if required.
- The DMS should be able to tag all sizes and formats of documents such that the documents are searchable. The DMS should have simple semantic search facility, to search files, documents, judgments on the above mentioned meta-data tags.
- The DMS to be a client server based system accessible in the premises/LAN of MERC and if required in future it can be upgraded to a web based system.
- DMS to be capable of integration with existing or future applications of MERC.
- There should not be any limitation on number of documents to be stored / tagged in the DMS application.
- Proper indexing shall be done for faster retrieval of the documents.
- There should be a provision for authorizing the documents uploaded / tagged.
- There should be role based access to DMS by the users of MERC.
- The documents once scanned shall not be allowed to be altered / changed by the DMS user.
- The DMS to provide basic reports on the records tagged / uploaded.
- The selected bidder to provide training and handholding support to the MERC staff for accessing DMS.
- The selected bidder to provide user manual for DMS.
- The selected bidder to provide 1 year maintenance support for DMS. The period of AMC shall start post completion of scanning work.
- There should be a provision for periodical backup of DMS database. These backups can be stored on a removable media for future reference.
- The source code/IPR of DMS shall be with MERC.

**iii) Storage for digitized documents (Metallic box/bin Storage):**

- The bidder should provide the storage facility (Metallic box / bin storage) for management of MERC's records (hard copies/actual files of digitized documents), initially for the period of three years.
- The approximate volume is around 2000 files, which needs approximately 600Cft.
- The physical storage service at bidder's location should provide the MERC with long lasting solution to document storage so that the significant documents stay secure and safe.
- While providing the Metallic box / bin storage, the bidder should incorporate the modern techniques of storage like regulated air flow, temperature control, humidity control and pest control. It will be preferred that storage would be having temperature & humidity controlled environment where temperature should be maintained between 22 degree Celsius to 25 degree Celsius and relative humidity between 40 to 50 %.
- The bidder should also provide safe pick and drop service of documents at MERC's office, whenever required.
- Preferably, there should be provision of providing secured access to the authorized MERC officials through which status of stored files can be seen online. It should also facilitate receiving requests online.
- MERC will hand over the documents at its premises. The selected bidder should send their person(s) to pack the documents in metallic boxes. The bidder will take



responsibility of transporting the documents to & from our premises in vehicles owned/arranged by them.

- The bidder should have valid & clear ownership / irrevocable tenancy right to the place / building being offered. In case of tenancy, same should not end before 33 months from the date of execution of agreement and should not be revoked by anyone.
- The proposed storage space should be a permanent structure constructed & maintained as per due regulatory provisions & approvals. It should preferably be permanent RCC construction.
- Vendor should have obtained all necessary permissions as well as shall be responsible for obtaining and timely renewals as required to extend the services.
- The structure should have proper arrangement to keep it water proof, damp proof, having proper drainage provision as per Municipal approval. The facility including the place where truck could be parked and passage to storage should be free from water logging, flooding / inundation. This condition should be maintained throughout tenure of the contract.
- The facility should have 24 X 7 security guards, who should be well trained to control movement of persons, documents and in firefighting activities.
- There should be proper provision of regular pest control, rodent control, white ant control and to control anything else which may harm the documents.
- Service provider should share monthly MIS containing list of documents stored in the format prescribed by the MERC.
- Prominent locations including all entrance / exits of the space should be covered under CCTV camera. The CCTV recordings should be maintained for at least 90 days. The area should also be covered under smoke detectors completely.

#### iv) Other Conditions

- The selected bidder shall collect physical documents from nodal officer at MERC. The bidder is required to verify/check documents, and bring any discrepancy to the notice of MERC.
- The selected bidder shall complete all prerequisites before scanning, such as removal of pins etc.
- MERC shall provide space for setting up only 2 scanning stations in its premises.
- The selected bidder to bring its own high speed scanners and shall be provided desktops or laptops by MERC.
- The documents are in booklet/file format. Selected bidder will need to unbind the booklet/file before scanning and bind the booklet/file after scanning.
- After scanning documents of given file, the selected bidder shall arrange the documents as per index. Selected bidder shall punch the documents with two hole punching machine if not already punched. After arranging documents, the file shall be tied with lace or tag. The captured document shall be stored in the desired file.
- **Document Cropping:** Sometimes scanned documents have black outlines or edges and are worn out. The selected bidder shall crop these documents for better clarity. Selected bidder will also work on document brightness and contrast to make it more readable. Some documents may require rotation in angles to make them straight.

- **Quality Check (QC):** The selected bidder to ensure that the scanned pages are readable and, in case any page is not properly scanned / cropped / folded during scanning, it should be rescanned. QC team should be different from scanning team.
- After completion of scanning the file should be stamped as “File Scanned”.
- The selected bidder to provide regular progress report of the work done as per the requirements of MERC.
- The final scanned documents to be in PFD/A format and the document scanning, storing and file naming to comply with guidelines mentioned in ANNEXURE 10
- MERC may at any time review the work done by the selected bidder and evaluate the quality of scanning done and data entry on DMS.
- The selected bidder shall provide required manpower for sorting of files/pages, scanning, data entry work for entering meta-data and tagging/uploading documents in DMS and rebinding/restoring records in file.
- The selected bidder shall sign non-disclosure agreement with MERC and it shall also be applicable to the resources deployed at MERC premises.

### 3.4 Timelines

MERC envisages the completion of deployment of DMS and scanning/digitization of the physical documents within 6 months from the date of work order. An Indicative Project Timeline for has been given below:

Sr No.	Activity	Timeline (T=Date of issuance of work order)
1	Project Start	T
2	DMS Implementation	T+2 Weeks
3	Scanning of files	Minimum 10,000 pages per day

The 6 month timeframe is considered factoring various contingencies that may occur. This time line is only for the Scanning and DMS project. The Commission may extend the period of the scanning of files beyond six months,if required.

Following Turn Around Time (TAT) for the Retrieval of documents from storage should be maintained by the Bidder:

- All requests by e-mail / letter / fax received by 6:00 PM to be delivered by next working day up to 5:00 PM.

### 3.5 Payment terms

Payment for scanning work shall be made as per the following criteria:

**Amount to be paid = Number of A4 pages scanned X rate to scan 1 page (as per the commercial bid)**

- Verification of the scanned document shall be done by officials of MERC and sign off will be given if all the pages are correctly scanned and other requirements as specified in the RFP are fulfilled.
- It would be the responsibility of the bidder to provide automated mechanism for calculation of number and type of pages scanned to the satisfaction of MERC.
- Payment for scanning work shall be made on a monthly basis for the first six month period. Thereafter on quarterly basis for the remaining contract period.

- The bidder is liable to pay liquidated damages for any damage / lost of the physical file.

The rate for scanning and digitization of document for A4 and legal page size will be calculated as per the below mentioned table:

Sr. No.	Actual Paper Size	Height and Width (mm)	Paper Area (sq.mm)	Area in multiple of A4 paper size	Rate Applicable
1	A4	297*210	62370	$62370/62370=1$	A4
2	Legal	355.6*215.9	76774	$76774/62370=1.3$	A4

Note:

- For other size of pages which are not covered in above table, the amount will be paid pro rata on the basis of the area of the page compared to the A4 size.
  - Prices quoted in the Bid (for Scanning, Storage and retrieval of documents) will be applicable for the period of at least 3 years.
  - The rates for 'Scan on demand' shall be same for the three years.
- Payment for DMS
    - 80% of the quoted cost of DMS software shall be paid after successful deployment of the software at MERC and satisfactory acceptance by officials of MERC
    - 20% of the cost shall be paid at the completion of scanning work
    - The bidder shall provide free maintenance support for DMS for one year.

### ***3.6 Service Level and Non performance***

In case the selected bidder is not able to adhere to the scanning schedule of 10,000 documents per day, resulting in the work not being completed in the specified timeframe, MERC may initiate any of the following action:

- MERC may extend the period of the scanning of files beyond six months considering reasonable grounds, if required.
- Forfeiture of PBG.
- Withholding or not paying the remaining payments.
- Termination of contact as per the clauses of the RFP.

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

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

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

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

- If the prospective Bidder has any doubts as to the meaning of any part of the Bidding document, bidder is allowed to refer the same to the Tendering Authority and get clarifications. Bidder may do so by contacting the Tendering Authority in writing at the Tendering Authority's address indicated in the NIT;
- Should the Tendering Authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised Bidding Document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment;
- Post-Bid clarifications, if any, will be sought only once. Hence, Bidders are advised to prepare and submit the Bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the Bid/ documents submitted and no new documents shall be accepted.

### ***4.3 Pre-Bid Conference/ Meeting***

- The Bidder or its official representative (not more than two representatives per Bidder) is invited to attend the pre-Bid meeting as per the details specified in NIT. The objective of this meeting is to address the generic queries of the prospective Bidders related to the Project/Bidding Document;
- Only the Bidders/ Firms, who are interested in bidding, are allowed to attend the pre-Bid conference/ meeting and submit their pre-Bid queries in the specified format as per ANNEXURE 2. Bidders are welcome to attend the pre- Bid meeting, even if they do not have any specific queries. Tendering Authority shall respond to the queries of Bidders till the day of pre-Bid meeting or within 2 days after the pre-Bid meeting;
- As a result of discussions in the pre-Bid conference, if modifications in the Bidding Document, specifications of services and/ or goods are considered necessary, they may be done by issuing an addendum/ corrigendum and its copies shall be sent through email/ post to all the Bidders. The Corrigendum/ Addendum and the final Bidding Document will be placed on the websites specified in the NIT;
- The Tendering Authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it shall be inappropriate to do so or do not find any merit in it.

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

- At any time prior to the deadline for submission of the Bids, the Tendering Authority may amend the Bidding Document by issuing Corrigendum/ Addendum;

- Any Corrigendum/ Addendum issued shall be a part of the Bidding Document and shall be communicated to all, either in writing or by uploading the details on the websites mentioned in the NIT;
- To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the Tendering Authority may, at its discretion, extend the deadline for the submission of the Bids;
- Any change in date of submission and opening of Bids shall be published in appropriate manner, including on the websites mentioned in the NIT.

#### **4.5 Documents Comprising the Bid**

- A two stage-two envelope / cover system shall be followed for the Bid –
  - Technical Bid (including the eligibility & technical documents)
  - Commercial Bid
- Technical Bid shall include the following documents: -

<b>Sr No.</b>	<b>Document Type</b>	<b>Document Format</b>
<b>1</b>	Covering Letter – Technical Bid	On Bidder’s letter head duly signed by authorized signatory as per ANNEXURE 1
<b>Fee Details</b>		
<b>2</b>	EMD	Scanned copy of Online payment receipt
<b>Eligibility Documents</b>		
<b>3</b>	Bidder’s Authorization Certificate	As per ANNEXURE 4
<b>4</b>	Self-Declaration – No Blacklisting	As per ANNEXURE 5
<b>5</b>	All the documents mentioned in the “Eligibility Criteria”, in support of the Eligibility (Section 2 of the RFP)	As per the format mentioned against the respective eligibility criteria clause
<b>Technical Documents</b>		
<b>6</b>	Technical Evaluation	Document as per section 4.17 of the RFP
<b>7</b>	Approach and Methodology for scanning and digitization	
<b>8</b>	Certificate of Conformity/ no deviation	As per ANNEXURE 6
<b>9</b>	Components Offered and Manpower Details	As per ANNEXURE 7

➤ Commercial Bid shall include the following documents:

<b>Sr No.</b>	<b>Document Type</b>	<b>Document Format</b>
<b>1</b>	Covering Letter – Commercial Bid	Commercial Bid On Bidder's letter head duly signed by authorized signatory
<b>2</b>	Price Bid	As per e-Tendering website (As per ANNEXURE - 8)

The Bidder should ensure that all the required documents, as mentioned in this Bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format / contents may lead to the rejection of the Bid proposal submitted by the Bidder.

Post-Bid clarifications, if any, will be sought only once. Hence, Bidders are advised to prepare and submit the Bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the Bid/documents submitted and no new documents shall be accepted.

#### ***4.6 Cost of Bidding***

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Tendering Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

#### ***4.7 Language of Bids***

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

#### ***4.8 Bid Prices***

- Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and duties excluding the taxes, applicable to the Bidder.
- All the prices should be quoted only in Indian Rupees (INR) Currency;
- Prices/ rates shall be written both in figures and words, as applicable;
- The price to be quoted in the financial Bid shall be the total price of the Bid. Discount, if any, should be included in the quoted price, excluding taxes;

#### ***4.9 Period of Validity of Bids***

- Bids shall remain valid for the period of 180 days, as specified in NIT, after the Bid submission deadline date prescribed by the Tendering Authority. A Bid valid for a shorter period shall be rejected by the Tendering Authority as non-responsive Bid.
- In exceptional circumstances, prior to the expiration of the Bid validity period, the Tendering Authority may request Bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its Bid. The request and the responses shall be made in writing.

#### ***4.10 Earnest Money Deposit (EMD)***

- Every Bidder, if not exempted, participating in the Bidding process must furnish the required EMD as specified in the NIT;
- Government of Maharashtra and Central Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the EMD. Receipt of EMD or Registration Certificate or Certificate that the Bidder is a Government undertaking/ corporation/ company/ autonomous body as mentioned above shall necessarily accompany the sealed Bid, without which the Bid shall be rejected forthwith;
- EMD of a Bidder lying with MERC in respect of other Bids awaiting decision will not be adjusted towards EMD for the fresh Bids. The EMD originally deposited may, however, be taken into consideration in case Bids are re-invited.
- EMD shall be deposited/ submitted online as mentioned in NIT. The EMD shall be valid for the period of Bid validity as mentioned in the NIT.
- EMD of unsuccessful Bidders shall be refunded soon after final acceptance of Bid and award of Contract.
- EMD taken from the Bidder shall be forfeited in the following cases:
  - When the Bidder withdraws or modifies his Bid proposal after opening of Bids;
  - When the Bidder does not execute the Agreement after placement of order within the specified time;
  - When the Bidder does not deposit the security money after the purchase/ work order is placed.

#### ***4.11 Deadline for the Submission of Bids***

- Bidders must submit the Bids online at e-Tendering website as indicated in the NIT /of subsequent Corrigendum, if any;
- In normal circumstances, the date of submission and opening of Bids shall not be extended. However, in exceptional circumstances or when the Bidding Document is required to be substantially modified as a result of discussions in pre-Bid conference and the time with the prospective Bidders for preparation of Bids appears insufficient, the date may be extended by MERC and due publicity to such change in date of submission of Bids shall be given. In such cases, it shall be ensured that, after issue of Corrigendum, reasonable time is available to the Bidders to prepare and submit their Bids. Any change in date of submission and opening of Bids shall also be placed on the respective websites immediately. However, if the modifications in Bidding Document, specifications of

goods and service are substantial, fresh publication of original Bid inquiry may also be issued;

- The Tendering Authority may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Tendering Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### ***4.12 Format and Signing of Bid***

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

#### ***4.13 Withdrawal and Re-submission (Substitution) of Bids***

- Only before the deadline of the bids, if permitted by the Tendering Authority, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Tendering website under the section “e-Tendering Toolkit for Bidders”;
- Bids withdrawn shall not be opened and processed further.

#### ***4.14 Bid Opening/ Opening of Tenders***

- The designated Committee will perform the Bid opening, which is a critical event in the Bidding process;
- The Tendering Authority shall conduct the Bid opening at the address, date and time specified in the NIT;
- All the Bids received up to the specified time and date in response to all the Bid inquiries shall be opened by the members of the designated Committee at the specified place, date and time in the presence of Bidders or their authorized representatives who may choose to be present. Alternatively, the Bidders may also view the Bid opening status/ process online at e-Tendering website;
- All the documents comprising of technical Bid/ cover shall be opened and downloaded from the e-Tendering website;



- All the technical Bid covers, except the commercial/ financial cover, shall be opened one at a time, and the following read out and recorded: the name of the Bidder; the presence of the EMD and any other details as the Tendering Authority may consider appropriate;
- The Tendering Authority shall prepare a record of the Bid opening that shall include, at a minimum: the name of the Bidder and EMD. The Bidder's representatives who are present shall be required to sign the attendance sheet;
- The commercial/ financial cover shall be kept unopened and shall be opened later on the date and time intimated to the Bidders who qualify in the evaluation of technical Bids.

#### ***4.15 Selection Method***

The selection method is least cost based (L1). The eligible Bidders whose Bids are determined to be substantially responsive shall be considered to be qualified for the technical evaluation, unless disqualified, and shall be informed either in writing or by uploading the details on e-Tendering portal and MERC website about the date, time and place of opening of their financial Bids.

#### ***4.16 Guiding Principles for Evaluation of Bids***

- The Tendering Authority shall strictly apply only and all of the evaluation and qualification criteria specified in the Bidding Document;
- The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications and proposed solution submitted by the Bidder;
- A Bidder shall be considered to be eligible if it meets the eligibility criteria as mentioned in the RFP;
- A responsive Bid shall be the one that meets the requirements of the Bidding document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where:
  - "Deviation" is a departure from the requirements specified in the Bidding Document;
  - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- A material deviation, reservation, or omission is one that, if accepted, shall:
  - Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Bidding document; or
  - Limits in any substantial way, inconsistent with the Bidding document, the Tendering Authority's rights or the Bidder's obligations under the proposed Contract; or
  - If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- Provided that a Bid is substantially responsive, the Tendering Authority -
  - May waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission;
  - May request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on

such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid;

- Shall rectify non-material, non-conformities or omissions. To this effect, the Bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in eligibility/pre-qualification and evaluation criteria of this Bidding Document.

#### 4.17 Evaluation of Technical Bids

The technical evaluation shall be completed by the designated Committee as early as possible after opening of technical Bids. It shall examine the Technical Bids including the eligibility documents. The technical evaluation shall be on the following criteria,

Sr No	Criteria	Technical Evaluation Criteria	Score
1	Experience of bidder in providing Imaging / Scanning and Document Management Solution during the last 3 years of the value more than Rs. 25 lakh  Project Citation to be provided as per the format provided in ANNEXURE 3	1 Project =10 2 Projects = 15 >=3 Projects = 20	20
2	Average turnover of the company for the last three years.	Average Turnover (in Rs. Crore) for last 3 years Rs. 2 – 5 Crore = 10 >Rs. 5 – 10 Crore =15 > Rs. 10 Crore = 20	20
3	Quality certification	ISO 9001:2008 = 10 ISO 9001:2008 and CMMi level3 =15	15
4	Volume of pages scanned in the last one year	50,00,000 to 100,00,000 = 5marks >100,00,000 = 10 marks	10
5	Record Storage Management Services	Client based: 1 to 5 : 5 Marks 6 to 10 : 10 marks 11 to 15 : 15 marks More than 16 clients: 20 marks	20
6	Approach & Methodology	Demonstration of the proposed Document Management Solution and complete process of scanning and RSMS	15
		Total	100

- Only those Bidders who have secured Technical Score of 70 marks or above shall be declared as qualified for evaluation of their “Financial Bid”.
- Bids of organizations which are eligible will be considered for the technical evaluation. Technical evaluation will consist of examination of EMD and technical documents mentioned in section Instructions to Bidder (ITB) & Bidding process.
- The firms which would not qualify in technical evaluation will be intimated. The financial Bid will be returned unopened and EMD refunded after completion of the Bid process i.e. award of the contract to the best/ successful Bidder.

#### ***4.18 Evaluation of Financial Bids***

- The financial Bids/ cover of Bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the designated Committee in the presence of the Bidders or their representatives who choose to be present. Alternatively, the Bidders may also view the financial Bid opening status/ process online on e-Tendering website;
- The process of opening of financial Bids/ covers shall be similar to that of technical Bids;
- The names of the firms and the rates given by them shall be read out and recorded in Tender opening register;
- To evaluate a Bid, the Tendering Authority shall consider the following:
  - The Bid price as quoted in accordance with Bidding Document;
  - Price adjustment for correction of arithmetic errors in accordance with Bidding Document.
- The evaluation shall include all costs and duties excluding the taxes, applicable to the Bidder as per law of the Central/ State Government/ Local Authorities.

#### ***4.19 Clarification of Bids***

- To assist in the examination, evaluation, comparison and post qualification of the Bids, the Tendering Authority may, at its discretion, ask any Bidder for a clarification of his Bid. The Tendering Authority’s request for clarification and the response shall be either in writing or by uploading the details on the websites mentioned in the NIT;
- Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Tendering Authority shall not be considered;
- No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Tendering Authority in the evaluation of the Commercial/ Financial Bids.

#### ***4.20 Correction of Arithmetic Errors***

Provided that the Bid is substantially responsive, the competent Committee shall correct arithmetical errors on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be

corrected, unless in the opinion of the Tendering Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above two clauses in this sub section (4.20).

#### ***4.21 Comparison of Bids and Determination of the Best Value Bid***

The Tendering Authority shall compare responsive Bids of all eligible Bidders to determine the best value Bid, in accordance with the evaluation criteria given in this RFP.

#### ***4.22 Negotiations***

- As a general rule, negotiations after opening of financial Bids shall be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as:
  - When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of Bids;
  - Negotiations shall not make original offer of the Bidder ineffective.
- Negotiations shall be conducted with the best value Bidder only and by information given in writing with a minimum period of 3 days shall be given for response in writing and in sealed cover. In case of urgency, the Tender Sanctioning Authority may reduce the notice period for negotiations provided the Bidder receives the information regarding holding negotiations;
- In case the best value Bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the Committee may decide to make a written counter offer to the best value Bidder. If the best value Bidder does not accept the counter offer given by the Committee, the Committee may recommend rejecting the Bid or may repeat the process to make the same counter offer to second best value Bidder and so on to third, fourth best value Bidder, etc. till a Bidder accepts it.

#### ***4.23 Disqualification***

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

- Has not submitted Bid in accordance with the Bidding Document;
- Has submitted Bid without submitting the prescribed EMD or the Bidder's authorization certificate;
- Has imposed conditions in Bid;
- During validity of Bid or its extended period, if any, increases his quoted prices;

- Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Has failed to provide clarifications related thereto, when sought;
- Has submitted more than one Bid. This will cause disqualification of all Bids submitted by such Bidders including forfeiture of the EMD;
- Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

#### ***4.24 Acceptance of the Tender/ Bid and Notification of Award***

- Prior to the expiration of the period of Bid validity, the Tendering Authority shall notify the successful Bidder, in writing, that its Bid has been accepted;
- The Tendering Authority shall award the Contract to the Bidder whose proposal/ Bid has been determined to be the best value Bid;
- Decision on Bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a Bid cannot be taken within the original Bid validity period due to unavoidable circumstances, all the Bidders shall be requested to extend validity period of their Bids up to a specified date;
- As soon as a Bid is accepted by the Tendering Authority, its written intimation shall be sent to the concerned Bidder. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LoI) may be sent in the meanwhile. In the same intimation the Bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value;
- The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the Bidder;
- The acceptance of the Bid shall also be placed on website of MERC for general information to all;
- The EMD of the rejected Bids shall be refunded soon after the agreement with the successful Bidder is executed and his PSD is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

#### ***4.25 Confidentiality***

- Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award;

- Any attempt by a Bidder to influence the Tendering Authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid;
- From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Tendering Authority on any matter related to the Bidding process, he may do so in writing.

#### ***4.26 Conflict of Interest***

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

#### ***4.27 Tendering authority's Right to Accept / Reject any or all of the Bids***

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

#### ***4.28 Signing of Contract***

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

#### **4.29 Performance Security Deposit (PSD)**

Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Performance Security Deposit (PSD) @ 10% of the total agreed/ ordered project value.

Failure of the successful Bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation / termination) of the award and forfeiture of the EMD. In that event the Tendering Authority may award the Contract to the next best value Bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

No interest will be paid by MERC on the amount of EMD and PSD.

In case of Selected Bidder, the EMD may be adjusted in arriving at the amount of the PSD;

#### **4.30 Reservation of Rights**

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

- Extend the closing date for submission of the Bid proposals;
- Amend the Bidding requirements at any time prior to the closing date, with the amendment being notified to prospective Bidders and on the respective websites;
- Allow a Bidder to change its technical Proposal if the same opportunity is given to all Bidders but before the opening of financial Bids;
- To accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles/ services for which Bid has been invited or distribute items of stores/ services to more than one Bidder;
- Terminate or abandon the Bidding procedure or the entire Project whether before or after the receipt of Bid proposals;
- Seek the advice of external consultants to assist MERC in the evaluation or review of Proposals;
- Make enquiries of any person, company or organization to ascertain information regarding the Bidder and its Proposal;
- Reproduce for the purposes of the procedure, the whole or any portion of the Proposal despite any copyright or other IPR that may subsist in the Proposal.

**4.31 Monitoring of Contract**

- An officer or a committee of officers may be nominated by Tendering Authority to Evaluate/ monitor the progress of the contract during its delivery period;
- During the delivery period the committee shall keep a watch on the progress of the Contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable Contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work like fabrication work, the process of completion of work may be watched and inspected;
- If delay in delivery of goods and service is observed a performance notice shall be given to the selected Bidder to speed up the delivery;
- Any change in the Constitution of the Firm, etc. shall be notified forth with by the contractor in writing to the Tendering Authority and such change shall not relieve any former member of the firm, etc., from any liability underthe Contract;
- No new partner/ partners shall be accepted in the Firm by the selected Bidder in respect of the Contract unless he/ they agree to abide by all its terms, conditions and deposits with the Tendering Authority through a written Agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract;

The selected Bidder shall not assign or sub-let his Contract or any substantial part thereof to any other agency without the permission of Tendering Authority.



## ***5 Terms and Conditions of Tender***

### ***5.1 Definitions***

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:

- “Price” means the price payable to the Selected Bidder as specified in the commercial quote of the bidder, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- “Day” means a calendar day.
- “Completion” means the fulfillment of the related services by the Selected Bidder in accordance with the terms and conditions set forth in the RFP.

### ***5.2 General Conditions of the Bid***

#### ***5.2.1 Governing Law***

The Contract shall be governed by and interpreted in accordance with the laws applicable in Maharashtra State unless otherwise specified.

#### ***5.2.2 Taxes & Duties***

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

#### ***5.2.3 Confidential Information***

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

#### ***5.2.4 Sub-contracting***

- The Bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

### 5.2.5 Force Majeure

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

### 5.2.6 Termination

- Termination for Default
  - The MERC reserves the right to, without prejudice to any other remedy for breach of Contract, by a written notice of default of at least 30 days sent to the Selected Bidder, terminate the contract in whole or in part:
  - If the Selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MERC; or
  - If the Selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - If the Selected Bidder, in the judgment of MERC, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
  - If the Selected Bidder commits breach of any condition of the Contract; or
  - If the total penalty levied on the selected bidder in a quarter exceeds 10% of total billing in that quarter.

- If MERC terminates the Contract in whole or in part, amount of PSD and due payment if any, may be forfeited;
- Termination for Insolvency

MERC may at any time terminate the Contract by giving a written notice of at least 30 days to the Selected Bidder, if the Selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MERC.

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

#### 5.2.7 Settlement of Disputes

- General: If any dispute arises between the Selected Bidder and MERC during the execution of a Contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Selected Bidder on the points of dispute. The representation so received shall be examined by the concerned Committee which sanctioned the tender. The Committee may take legal advice of a counsel and then examine the representation. The Selected Bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the Selected Bidder;
- Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a Contract shall be settled by a competent court having jurisdiction over the place where the Agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

***ANNEXURE 1: Cover Letter***

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

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

Dear Sir,

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

***ANNEXURE 2: Pre-Bid Queries Format*****Name of the Company/Firm:****Name of Person(s) Representing the Company/ Firm:**

<b>Name of Person</b>	<b>Designation</b>	<b>Email-ID(s)</b>	<b>Tel. Nos. &amp; Fax Nos.</b>

**Query / Clarification Sought:**

<b>Sr.No.</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Clause Details</b>	<b>Query/Suggestion/Clarification</b>

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.

***ANNEXURE 3: Format for Submission of Project References***

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

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference.

***ANNEXURE 4: Bidder's Authorization Certificate***

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

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Note: Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

***ANNEXURE 5: Self-Declaration – No Blacklisting***

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



***ANNEXURE 6: Certificate of Conformity/ No Deviation***

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

**CERTIFICATE**

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

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

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end Implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE 7: Components Offered and Manpower details**

{To be filled by the Bidder}

Please fill the following details for all the offered components:

<b>Sr. No.</b>	<b>Component Details</b>	<b>Detailed Technical Specification/Detailed Requirement Reference in Proposal**</b>	<b>Deviation from RFP (Y/N) (Provide details if No)</b>
1	Scanner specifications (make and model)		
2	Details of DMS		
3	Details of staff to be deployed onsite (number of resources and activities to performed)		
4	Mechanism for quality check of the scanning and digitization work as per the requirement of the RFP		
5	Brief about the Storage and retrieval process		
6	Location of Storage		
7	Details of the RSMS		

\*\* Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table)

***ANNEXURE 8 Financial Proposal*****Table 1: Consolidated Cost Summary**

<b>Sr. No</b>	<b>Particular</b>	<b>Amount (Rs)</b>
1	Document scanning digitization - Cost (X) From table2	
2	DMS Deployment and Maintenance - Cost (Y) Fromtable 3	
3	BIN storage at bidder's place- Cost(Z) from table 4	
4	<b>Total Quote for document scanning and digitization, DMS Software and Maintenance and Storage</b>	
	<b>Total amount in words</b>	

**Table 2: Document Scanning and Digitization Cost**

<b>Sr. No</b>	<b>Particular</b>	<b>Number of A4 pages for financial evaluation (A)</b>	<b>Rate for per page scanning (B)</b>	<b>Total amount for A4 (A*B)</b>
1	Document scanning charges (Black & White : 200 X 200 ppi) as per the requirement mentioned in scope of work section 3 of RFP (X)	500000		

The number of pages given above (500000) is indicative and is for evaluation purpose only. The actual number of pages may be more or less. Payment shall be made on actual number of pages scanned.

**Table 3: DMS Software and Maintenance Cost**

<b>Sr. No</b>	<b>Particular</b>	<b>Amount (Rs)</b>
1	Cost of development & deployment of DMS as per the requirements mentioned in section 3 of the RFP	
2	AMC for DMS for 1 year	Free
	Total (Y)	

**Table 4: Storage Cost**

Sr. No.	Particular	Rate Per Unit	Amount (Rs) (Rate X 600)
1	Cost of 'Metallic Storage box per Cft' at bidder's place for storing hard copies of Digitized documents as per the requirements mentioned in section 3 of the RFP (Total Volume 600 Cft)		
	One time Charges for Per Box (Unit : 1 Cft)		
	Monthly Maintenance Cost (Unit : 1 Cft)		
	Physical retrieval charges ( per file/ per box)	Per File: Per Box:	
2	Total (Z)		

- All the prices should be quoted in INR values.
- The cost to be inclusive of all taxes excluding service tax
- L1 Bidder would be decided on the basis of "Total Quote for document scanning and digitization, DMS Software and Maintenance and the Storage"

**ANNEXURE 9: Bank Guarantee Format**

BANK GUARANTEE FORMAT

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

To,  
The Secretary,  
Maharashtra Electricity Regulatory Commission,  
\_\_\_\_\_

Sir,

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

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

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the MERC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the MERC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the MERC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said Tender Document and the decision of the MERC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the MERC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the MERC and it is further declared that it

shall not be necessary for the MERC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the MERC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the MERC to recover the said amount of <INR \_\_\_\_\_ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <INR \_\_\_\_\_ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1) .....

.....

(2) .....

.....

#### Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

#### GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

## ***ANNEXURE 10: Guidelines for scanning, converting documents into PDF and file naming***

Following settings need to be maintained in order to have consistent scanned PDFs:

A PDF document with reduced size and optimized for web such that the first page of the document would be displayed before loading of the entire file. One can check if the PDF file is optimized for web as shown below.

<b>Sr No.</b>	<b>Parameter</b>	<b>Required Settings</b>
1	PDF Version	PDF/A (PDF 1.4), ISO 19005
2	Document Size	A4 (for Normal documents , letters etc) Note : Please use “Legal” only for agreements / legal papers which are in legal size i.e. 8.5” x 14”)
3	Scanning Resolution	Black & White (PPI = 200 X 200)
4	OCR/Searchable Content	Should be used to make document searchable, even if scanned(this may require resolution to be increased to 300 DPI and use of OCR feature of the scanning software – works for English although)
5	Font Embedding	All fonts used in the document must be embedded.
6	Compression	JPEG compression.
7	File Size restrictions	On Average, overall file size should not exceed, with following limits 200Kb per page for colour 75-150 kb per page for grayscale
8	File Name	As per naming convention

### **File Naming Conventions:**

#### General Guidelines

- Never use spaces in file name. Use \_ (underscore) instead.
- Always give meaningful name to files. Please append date of the document in the format DDMMYYYY at the end, to show the effective date of the document/letter. If the exact date is not available or not relevant, please append MMYYYY.
- Please do not use default titles that are given by various programs, such as
  - Untitled
  - New document
  - Copy of XYZ
- Please do not start the filename with numerals (such as 2012-13 etc), unless absolutely required.