

# **MAHARASHTRA ELECTRICITY REGULATORY COMMISSION**

## **Request for Proposal for Purchase of Laptops**

---

**18-10-2017**

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

**Table of Contents**

1	Invitation for Bids (IFB) and Notice Inviting Tenders (NIT)-----	5
2	Eligibility Criteria .....	6
3	Scope of Work.....	7
	3.1 Overview.....	7
	3.2 Requirements .....	7
	3.3 Timelines .....	7
	3.4 Payment terms .....	7
4	Instructions to Bidder (ITB) & Bidding Process.....	8
	4.1 Tender/ Bidding Document .....	8
	4.2 Clarifications to the Bidding/ Bid Document .....	8
	4.3 Pre-Bid Conference/ Meeting .....	8
	4.4 Amendment of Bidding Document .....	9
	4.5 Documents Comprising the Bid .....	9
	4.6 Cost of Bidding .....	10
	4.7 Language of Bids .....	10
	4.8 Bid Prices .....	10
	4.9 Period of Validity of Bids .....	10
	4.10 Earnest Money Deposit (EMD) .....	10
	4.11 Deadline for the Submission of Bids.....	11
	4.12 Format and Signing of Bid.....	11
	4.13 Withdrawal and Re-submission (Substitution) of Bids .....	12
	4.14 Bid Opening/ Opening of Tenders.....	12
	4.15 Selection Method .....	12
	4.16 Guiding Principles for Evaluation of Bids .....	13
	4.17 Clarification of Bids .....	13
	4.18 Correction of Arithmetic Errors.....	14
	4.19 Disqualification .....	14
	4.20 Acceptance of the Tender/ Bid and Notification of Award .....	14
	4.21 Confidentiality .....	15
	4.22 Tendering authority's Right to Accept / Reject any or all of the Bids .....	15
	4.23 Reservation of Rights .....	16

5	Terms and Conditions of Tender.....	17
	5.1 Definitions .....	17
	5.2 General Conditions of the Bid .....	17
	5.2.1 Governing Law.....	17
	5.2.2 Taxes & Duties .....	17
	5.2.3 Confidential Information.....	17
	5.2.4 Sub-contracting .....	17
	5.2.5 Force Majeure.....	18
	5.2.6 Termination.....	18
	5.2.7 Settlement of Disputes .....	19
	Annexure 1: Cover Letter.....	20
	Annexure 2: Pre-Bid Queries Format .....	21
	Annexure 3: Format for Submission of Project References for Eligibility Experience .....	22
	Annexure 4: Bidder’s Authorization Certificate.....	23
	Annexure 5: Self-Declaration – No Blacklisting.....	24
	Annexure 6: Certificate of Conformity/ No Deviation.....	25
	Annexure 7: Technical Specification details .....	26
	Annexure 8 Financial Proposal .....	27

**Request for Proposal for purchase of Laptops  
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="https://mahatenders.gov.in">https://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>25 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>27 October, 2017 at 1500 Hours</b>
<b>6</b>	<b>Last Date of Submission of Bids</b>	<b>30 October, 2017 up to 1600 Hours</b>
<b>7</b>	<b>Date and Time of Opening of Bids</b>	<b>31 October, 2017 at 1500 Hours</b>
<b>8</b>	<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 50,000/- (Rs. Fifty Thousand 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 procurement of Laptops for Maharashtra Electricity Regulatory Commission (MERC).
- The complete RFP document has been published on the Government of Maharashtra's e-Tendering website <https://mahatenders.gov.in> and on MERC websites i.e. <http://www.mercindia.org.in> and <https://www.merc.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.
- 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 for 26 Laptops - Rs. 16,90,000/- (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:

<b>Sr. No.</b>	<b>Basic Requirement</b>	<b>Specific Requirements</b>	<b>Documents Required</b>
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	Technical Capability	Bidder shall submit work order of supplying at least 100 Laptops / PCs in a Government organization such as Government of Maharashtra (GOM) / Government of India (GOI)/ PSU of GOM or GOI in last three years.	Copies of Work Orders from government clients.
3	Year of operation in the area of supply of Laptops	The Bidder shall be operating for last three years in the field of supply of Laptops	Copies of relevant certificates / work order / satisfactory certificates from clients
4	Blacklisting	At the time of bidding, firms black-listed/ debarred from participating in any procurement by any State or Central Government or UT or PSU in India are not allowed to bid.	A self-certified letter as per ANNEXURE 5 of the RFP
5	Technical Specifications	Bidder shall match / provide higher specifications of the Laptops mentioned in RFP.	A self-certified letter mentioning deviations, if any, as per ANNEXURE 7

### **3 Scope of Work**

#### ***3.1 Overview***

The Maharashtra Electricity Regulatory Commission (MERC) desires to purchase new Laptops for its Officers. The detailed requirements are mentioned in this Section.

#### ***3.2 Requirements***

MERC desires to purchase 26 new Laptops as per the specifications mentioned in ANNEXURE:  
7

#### ***3.3 Timelines***

The successful bidder shall supply the **26** Laptops within **15 days** from the issue of Work Order / Award of Contract.

#### ***3.4 Payment terms***

The payment will be released within 30 days on successful installation of supplied Laptops after getting the technical clearance from MERC IT team.

## **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 8 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

- Commercial 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	Financial 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 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 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.

#### ***4.18 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).

#### ***4.19 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.

#### ***4.20 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. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

#### ***4.21 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.

#### ***4.22 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.

#### ***4.23 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.



## ***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***

- Taxes, Duties 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, 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 RFP; or
- 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.

#### 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 is inclusive of all cost likely to be incurred for executing this work. The prices quoted are inclusive of government taxes/duties.

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.

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:****Address and Contact details 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>Location:</b>	
<b>Name of Customer:</b>	<b>No. of PCs or Laptops provided by your company under the contract:</b>
<b>Contact person with address, phone, fax and e-mail:</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 are as 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: Technical Specification details****Total No of Laptops required = 26.**

<b>Sr. No.</b>	<b>Component</b>	<b>Minimum Specifications</b>	<b>Bidders Response</b>	<b>Deviation (If any)</b>
1	<b>Make</b>	Dell / Lenovo / HP		
2	<b>Processor</b>	Intel i5-7200U Processor, 7th Generation 2.50 GHz		
3	<b>Display</b>	14" Non-Touch Anti-Glare FHD (1920 x 1080)		
4	<b>Webcam</b>	Built in webcam		
5	<b>Graphics</b>	Intel HD Graphics		
6	<b>RAM</b>	8G (1 X 8G) DDR4 Memory		
7	<b>Hard disk</b>	7200rpm HDD 500GB (minimum)		
8	<b>Connectivity</b>	Wireless (Wifi enabled)		
9	<b>Operating System</b>	Windows 10 Pro (64bit) English (preloaded)		
10	<b>Color</b>	Black		
11	<b>Antivirus</b>	Antivirus minimum for 3 years		
12	<b>Warranty</b>	Warranty minimum 5 Years (Onsite)		
13	<b>Battery</b>	Minimum 6 hrs Battery Backup		
14	<b>Bag</b>	Bagpack		
15	<b>Supplier</b>	Bidder should be OEM or OEM Authorized Supplier of the Laptops. Certificate regarding same from OEM must be attached.		

Note: The technical literature of quoted material specifications, if any, may be attached.

***ANNEXURE 8 Financial Proposal***

<b>Sr. No</b>	<b>Laptop specifications</b>	<b>Unit rate (Rs) (excluding taxes)</b>	<b>Rate for 26 Laptops (excluding taxes)</b>	<b>Taxes</b>	<b>Total Amount (including taxes)</b>
<b>1</b>					

Note: If any additional facilities / spares are offered free of cost with laptops then that may be mentioned separately.