



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
Corporate Identity No.U40109MH2005SGC153646
THE SUPERINTENDING ENGINEER (R&C)

Office Address : 709, Madhva Building C-5, E-Block, BKC, Bandra (E), Mumbai-400051
Mobile No: 7030965000 Email Id : serc@mahatransco.in

Ref No. MSETCL/CO/SE/R&C Cell/ 926

Date : 28/02/2025

Invitation for Limited Quotation

To,

Sub: Firm offer/quotation for appointment of the consultant, on man-day basis for providing consultancy / advisory services for the various regulatory work of MSETCL for reviewing/ guidance/discussion/ submission to MERC/CERC/ APTEL/SC as per defined scope of work.

Dear Sir/ Madam,

MSETCL is inviting the limited quotation from the experience consultants, for providing consultancy / advisory services for the various regulatory work of MSETCL for reviewing / guidance /discussion / submission to MERC/CERC/APTEL/ Supreme Court as per defined scope of work on man-day basis.

In this regards, the offer document containing detailed Scope of Work, Deliverables, Payment Schedule and other Terms & Conditions of assignment is enclosed herewith as Annexure 'A'. The important dates for bidding process are mentioned below:

Last date of submission of offer/quotation is – **10.03.2025 upto 16:00 Hrs.**

Your offer in this regards may be provided in a sealed envelope on the following address mentioning the subject on the envelope.

Office Address:

Office of the Superintending Engineer,
Regulatory & Commercial Cell,
Maharashtra State Electricity Transmission Company Ltd.
709, Madhva Building C-5, E-Block, BKC, Bandra (E), Mumbai-400051

Encl : As Above.

Yours faithfully,


Superintending Engineer
Regulatory & Commercial Cell,
MSETCL

Invitation for Limited Quotation

MSETCL is inviting the limited quotations from the experience consultants, for providing consultancy /advisory services for the various regulatory work of MSETCL for reviewing/guidance/discussion/submission to MERC/CERC/ APTEL/Supreme Court as defined in the scope of work as mentioned below on Man-days basis for **100 Man-days**. It is requested to go through the entire document carefully before submitting your best reasonable offer for the said work.

1. SCOPE OF WORK :

Preparation of MSETCL's Petitions/Reply/Comments in day to day regulatory matters as and when arise for the regulatory related work. The broad scope of work is as follows:

- a. The scope of work mainly encompasses Regulatory related work such as suggestion, comments, on various drafts, assistance for compliance of MERC/CERC Regulations, orders, petition filed by third party wherein MSETCL is one of the responded etc.
- b. Preparing petition/Reply/Rejoinders to be filed by MSETCL before MERC, CERC/APTEL/Supreme Court or any other issues related to Regulatory and assistance in filing the said petition, if required.
- c. Assistance to R&C Cell on drafting suggestion, comments & objections on various Draft Regulations published by CEA, CERC and MERC and other Regulatory Authorities.
- d. Support for analysis of order of MERC/CERC/APTEL, providing way forward suggestions/ advice, discussion with MSETCL and preparation of Analysis Report and Presentation of the analysis to MSETCL's Management team.
- e. Preparation of MSETCL's Reply/Comments to the queries of the respondents to the petitions;
- f. Preparation of MSETCL's Submission in Other CERC matter related to Inter State Lines pertaining to MSETCL.
- g. Other regulatory issues which can be allotted on man days basis and which are other than MYT Petition.
- h. Discussion with the respective Technical/Finance departments, R&C Section and MSETCL's Senior Management as per the requirement of the work.
- i. Assistance during public hearing and technical validation process and any support, assistance required by the lawyers, replies to the respondents shall have to be extended by apportioned consultant. Also assistance in filing reply to any objection and suggestion raised during public hearing and thereafter.
- j. Support post hearing such as analysis of tariff order, discussion with MSETCL and preparation of Analysis Report.
- k. In additional to above scope of work, any other work where consultation is required in the matter of regulatory work shall be covered in scope of work.

2. TIME FRAME:

Based on the regulatory timeframe, the timelines would be mutually decided on case to case basis and consultancy firm would ensure timely submission of deliverables at each stage.

3. GENERAL TERMS AND CONDITIONS:

Professional Fees : The professional fees for the above activities /task are to be paid on man days basis (1 Manday = 8 Hrs). Based on the regulatory work task/activity allotted the no. of man days would be mutually decided by MSETCL and the consultancy firm.

(a) Taxes and Duties: -

GST will be paid over and above the professional fee at the rate prevailing at the time / date of invoice. Further in case of any variation in Statutory taxes/duties/levy etc. or new tax/duty/levy is introduced or any existing tax/duty/levy is revoked by the Government, the same shall be passed through on either side upon production of valid documentary proof in this regards.

(b) Out of Pocket Expenses: -

The Professional fees quoted hereby is all inclusive and includes all travelling, lodging boarding and other out of pocket expenses for travelling within and out of Mumbai, this also include all the travel incurred by the Consultant during travel outside Mumbai for Review Petitions and Appeals.

(c) Payment Schedule: -

Bills are to be raised after the completion of the task allotted from time to time and payment will be done task wise.

4. TENURE OF THE CONTRACT:-

Work contract period will be for two years or until exhaustion of contract quantity i.e. Completion of 100 man days whichever is earlier.

5. BANK GUARANTEE / SECURITY DEPOSIT

You shall submit a security deposit for 10% of contract price i.e. Rs. /- (in words ----- only) in the form of bank Guarantee of any Scheduled Commercial bank/ nationalized Indian Bank as notified by Reserve Bank of India and acceptable by MSETCL. The Bank Guarantee should be in favor of MSETCL and payable at Mumbai Branch only and which shall be valid for the entire period of the scope of the work and further to be extended if the work of Petition/ task goes beyond the period of 24 months. The bank Guarantee is to be submitted within 15 days from date of the order & valid for at least 24 months with a claim period of further 90 days and should be renewed as & when required for further needful period of the order. The Bank Guarantee shall be returned within 90 days after completion of contract on request of the bidder.

6. TERMINATION OF CONTRACT

MSETCL may by giving not less than thirty (30) days written notice of termination to the Consultant/contractor, terminate the appointed consultants services under the work order. For such cancellation, MSETCL will under no circumstances be liable for any financial repercussion to the Consultant/contractor.

7. ACCESS TO INFORMATION:-

MSETCL shall furnish to apportioned consultant all such information as may be considered appropriate and necessary for the preparation and timely execution of this assignment.

8. CONFIDENTIALITY: -

Appointed consultant will ensure that the outputs, deliverables and information obtained directly or indirectly from MSETCL and / or associates / affiliates of MSETCL in connection with this engagement are treated as confidential material. All the output and deliverables shall be the property of MSETCL and shall be passed on to Director (Operations) in a phased manner as soon as the utilization is over. Appointed consultant is to give the undertaking that unless required by any law, statutory directives or regulatory requirements, they shall not disclose any thing about and documentation / information to any third party without prior written permission of Director (Operations).

9. PENALTY: -

If appointed consultant fails to honor any of the conditions and / or does not adhere to the time schedule or fails to complete the assigned task, a penalty of 1% of contract value will be imposed over and above the contract value on each occasion of non-performance.

10. SUBMISSION AND PAYMENT OF BILLS:-

Appointed consultant will have to submit the bills in triplicate after completion of activity / activities and the payment will be releases within reasonable period on satisfactory completion of work. No amount will be paid in extra for any other work which is not covered in the scope of work.

11. STATUTORY DEDUCTION:-

Income – tax and statutory deductions as applicable, shall be deducted at source from the bills as per the prevalent provisions of relevant Act. Appointed consultant shall be provided with the relevant TDS Certificates accordingly.

12. FORCE MAJEURE:-

Neither, MSETCL nor Appointed consultant shall be liable in any manner for failure to perform or meet the deadline or delay in performing their respective obligations under this engagement if the failure or delay is due to causes outside the reasonable control of the parties which has failed to perform.

13. AGREEMENT OF TERMS:-

No waiver, amendment or other modification of this engagement letter shall be effective unless in writing and signed by each party to be bound thereby.

14. BINDING:-

This agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and lawful assigns.

15. GOVERNING LAW AND JURISDICTION:-

These terms and business shall be governed by and construed in accordance with the laws of India and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of the Courts in Mumbai, Maharashtra.

We request you to submit your best and reasonable offer by 10.03.2025 before 16:00 Hrs, as per the timelines and the terms & conditions as mentioned above, in the closed envelope to this office at the earliest.

For any queries/enquiries please be free to contact to:
K. D. Daware, E.E.(R&C)
Mb. No. 9619892035