



SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED

RFP No- CE(RAC) - 01/2024-25

RFP document for

**Providing Consultancy Support for Strategy Support for Long Term
Sustainability of TGDISCOMS**



**SOUTHERN POWER DISTRIBUTION
COMPANY OF TELANGANA LIMITED
(TGSPDCL)**



**NORTHERN POWER DISTRIBUTION
COMPANY OF TELANGANA LIMITED
(TGNDCL)**

Southern Power Distribution Company of Telangana Ltd. (TGSPDCL) on behalf of both TGDISCOMs (TGSPDCL & TGNDCL), invites the Technical & Financial Bids from eligible and experienced consultancy firms for Appointment of Consultant for Strategy Support for Long Term Sustainability of TGDISCOMs on retainership basis for a period of 12 months from the date of entering into the agreement.

RFP Notice No	CE(RAC)
Tender Id No. in https://tender.telangana.gov.in	01/2024-25
For details regarding RFP notification, specifications please visit www.tgsouthernpower.org , https://www.tgndcl.com and https://tender.telangana.gov.in	

Sd/-
CHAIRMAN & MANAGING DIRECTOR
Southern Power Distribution company of Telangana Ltd.

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Request for Proposal (RFP) Notice No. CE(RAC) - 01/2024-25

e-TENDER NOTICE

RFP No. – CE(RAC) - 01/2024-25

E-tender in two parts i.e., Technical (Part-I) and Financial (Part – II) is invited from reputed, capable, experienced and financially sound consultancy firm for the following works: -

Name of Work	Providing of Consultancy Services for Strategy Support for Long Term Sustainability of TGDISCOMs
Period of Contract	12 Months extendable up to further 12 Months with mutual agreement by both parties
Minimum average annual turnover during last three years from Power consulting business in India.	Rs. 100 Crores INR
e-Tender fee	Rs.2,000/- +GST @ 18% in favour of TSTS
Earnest Money Deposit	Rs 5,00,000/-
Start Date & Time of Downloading the Tender Documents	15.03.2025
Start Date and time of upload of BID	15.03.2025 at 15:00 Hrs
End date and time of upload of BID	02.04.2025 at 12:00 Hrs
Submission of Tender fee and earnest money with hard copy of submitted bid	Yes
BID Opening date for Technical part	02.04.2025 at 15:00 Hrs
BID Opening date for Financial part	04.04.2025 at 12:00 Hrs
Procurement Officer and address for communication	Chief Engineer(RAC) 1st Floor, Corporate Office, Mint Compound, Hyderabad – 500 004 Email: ractsspdcl@gmail.com, de_rac@tgsouthernpower.org Phone 9491067470, 9440816245

1. The RFP Document is available in e-Procurement platform <https://tender.telangana.gov.in> and www.tgsouthernpower.org. Bid submission along with details as per Annexure-X should be submitted in e-procurement platforms and a hard copy may be submitted so as to reach this office not later than the due date specified in the “Notice Inviting Tender (NIT)” in the manner specified in the RFP document at the address given below:
2. Any document/documents not uploaded in the e-Procurement platform and submitted hard copies by the bidder physically will not be considered.
3. The bids will be received through electronic tendering mode only.
4. No claim shall be entertained on account of disruption of internet services being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snag.
5. TGDISCOMs shall not be responsible for any costs or expenses incurred by the applicant in connection with the preparation and delivery of Bids, including costs and expenses related to visit to the site. TGDISCOMs reserves the rights to cancel, terminate, change or modify this Bid Process and /or requirements of Bids stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

Sd/-

Chief Engineer (RAC) TGSPDCL

DISCLAIMER

1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Southern Power Distribution Company of Telangana Limited (TGSPDCL)and Northern Power Distribution Company of Telangana Limited (TGNPDCL) herein referred to as TGDISCOMs, or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. TGDISCOMs also does not accept any liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP
3. TGDISCOMs, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
4. TGDISCOMs may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
5. Though adequate care has been taken while issuing this Offer Document, the Applicant Firm should satisfy himself for completeness of the document in all respects. Intimation of any discrepancy be given to this office (as mentioned below) immediately. If no intimation received by this office within 3 days from the date of issue of the Offer Document, then this office shall consider that the document received by the Applicant Firm is complete and to the satisfaction of the firm in all respects.
6. TGDISCOMs reserve the right to change any or all of the provisions of this Offer Document before the date of submission. Such changes would be intimated to all parties procuring this Offer Document before the date of submission.
7. The issue of this RFP does not imply that TGDISCOMs are bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and TGDISCOMs reserves the right to reject all or any of the Proposals without assigning any reasons and or making any correspondence on this account what so ever.
8. The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TGDISCOMs or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and TGDISCOMs shall not be liable in any manner whatsoever for the same or for any other costs or other

expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Sd/-

Chief Engineer/RAC,
1st Floor, Corporate Office,
Mint Compound, Hyderabad – 63

PART – I: INSTRUCTION TO BIDDERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

- 1.1. On behalf of Southern Power Distribution Company of Telangana Limited (TGSPDCL) and Northern Power Distribution Company of Telangana Limited (TGNDPCL) herein referred to as TGDISCOMs sealed offers are invited from established, experienced, financially sound and reliable agencies/consultants for “**Providing of Consultancy Services for Strategy Support for Long Term Sustainability of TGDISCOMs**” as described in “Scope of work” of Part-II, Terms of Reference.
- 1.2. Southern Power Distribution Company of Telangana Limited (TGSPDCL) caters to the power requirements of 11 million consumers and it encompasses an area of 15 districts viz. Sangareddy, Medak, Siddipet, Yadadri Bhuvanagiri, Suryapet, Nalgonda, Nagarkurnool, Wanaparthy, Jogulamba Gadwal, Mahbubnagar, Narayanpet, RangaReddy, Medchal-Malkajgiri, Vikarabad and Hyderabad.
- 1.3. Northern Power Distribution Company of Telangana Limited (TGNDPCL)) caters to the power requirements of 7 million consumers and it encompasses an area of 18 districts Viz. Mancherial, Nirmal, Kumram Bheem, Kamareddy, Peddapalli, Jagtial, Rajanna sircilla, Warangal Rural, Hanumakonda, Mahabubabad, Prof Jayashankar, Mulugu, Jangaon, Bhadradi Kothagudem, Adilabad, Nizamabad, Karimnagar and Khammam.
- 1.4. TGDISCOMs have been putting continuous efforts to provide uninterrupted, quality & reliable power supply to all the consumers and has been providing 24 Hrs. of supply to the agricultural consumers from 1st January 2018.
- 1.5. The state of Telangana has achieved 2nd position in Ease of Doing Business (EoDB) Ranking 2017. EoDB rankings mandates 15 areas of compliance for Energy Department and TGDISCOMs have achieved a high ranking in compliance of major areas of implementation.
- 1.6. In this regard, TGDISCOMS intends to lower the debt burden and also strategize on the long term sustainability of the Power Sector.
- 1.7. TGDISCOMs endeavor to further improvise the efficiency by filing the ARR and completing the projects assigned within the specified timelines.

2. SPECIFICATIONS OF TENDER

S. No	Description	Details
1	Client Name	Southern Power Distribution Company of Telangana Limited
2	Office Address	Chief Engineer/RAC, 1 st Floor, Corporate Office, Mint Compound, Hyderabad – 500 004
3	RFP Notice /Bid Number	CE(RAC) - 01/2024-25
4	Tender Subject	Providing of Consultancy Services for Strategy Support for Long Term Sustainability of TGDISCOMs
6	Period of Work	12 Months extendable up to further 12 months (initially the work will be awarded for 12 month which may be extended up to further 12 months based on satisfactory performance). In case of extension, the agreement value will be considered based on mutual consent.
7	Tender Type	Open
8	Tender Category	Services (Consultancy support)
9	Transaction fee and Corpus Fund	<p>Transaction fee:</p> <p>All the bidders/suppliers will pay the transaction fee Rs.2,000/- + GST @ 18% in favour of Managing Director, TSTS. Mode of payment: The transaction fee has to be paid through electronic gate way payment system to TSTS., by each participating bidder at the time of Bid submission</p> <p>Corpus Fund:</p> <p>As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10, 000 (Rupees ten thousand only) for all works with ECV up to Rs.50Crores and Rs. 25,000/- (Rupees twenty-five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, TSTS. There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and upto Rs. 10 lakhs</p>
10	Earnest Money Deposit(EMD) (INR)	Rs. 5,00,000/- (Rupees Five Lakhs only)
11	EMD Payable to	In the form of DD in favor of Pay Officer/TGSPDCL /Hyderabad (or) BG from Nationalized Bank only in the name of Chief Engineer(RAC)/TGSPDCL as per Annexure-VIII

12	Schedule opening date	15.03.2025
13	Bid Submission Closing Date	02.04.2025 at 12:00 hrs
14	Technical Bid Opening Date	02.04.2025 at 15:00 hrs
15	Financial Bid Opening Date	04.04.2025 at 12:00 hrs
16	Place of Tender Opening	O/o CE (RAC)/Corporate Office, TGSPDCL , Hyderabad.
17	Officer Inviting Bids	Chief Engineer/ RAC (Nodal Officer)
18	EmailId	ractsspdcl@gmail.com , de_rac@tgsouthernpower.org
19	Contact Details	9491067470, 9440816245
20	Evaluation Criteria	The technical and financial criteria for an agency to be qualified as a consultancy support firm to TGDISCOMs are detailed in Marks Matrix, in Part – II: Terms of Reference
21	Disclaimer	<p>Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of qualification requirements and/ or record of poor performance such as not properly completing the contract, inordinate delays in works completion, litigation history or financial failure etc.</p> <p>Notwithstanding anything stated above, the TGDISCOMs reserves the right to assess bidder’s capability and capacity to perform the contract should circumstances warrant such as assessment in the overall interest of the client.</p>
22	Procedure for Bid Submission	<p>Bids shall be submitted online (e-procurement platform)</p> <ol style="list-style-type: none"> 1. The bidders who are desirous of participating in Tender shall submit their technical bids, financial bids as per the standard formats mentioned in this document. 2. The bidders should submit the following documents in support of technical bids. The bidders shall sign on all the statements, documents certificates, owning responsibility for their correctness/authenticity: <ol style="list-style-type: none"> a) EMD should be furnished in the form of DD in favor of Pay Officer/TGSPDCL / Hyderabad (or) Alternatively BG from Nationalized bank only in favor of Chief Engineer/ RAC/TGSPDCL / Hyderabad as per Annexure-VIII enclosed. b) Financial Turnover and Net worth certified by CA/Auditor for

		<p>last 3 Financial years</p> <p>c) Duly filled and signed proforma as per Annexure-X</p> <p>3. The copies of certificates, documents, original Demand Drafts in respect of EMD are to be submitted by the bidder to the Chief Engineer/RAC/TGSPDCL so as to reach before the due. Failure to furnish any of the documents, certificates, before the due date will entail in rejection of the bid. The client shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false/fabricated/bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.</p>
23	Rights reserved with the Client	TGDISCOMs reserves the right to accept or reject any or all of the tenders received without assigning any reasons, therefore. The TGDISCOMs also reserve the right to split the tender and place contract on more than one bidder at its discretion.
24	Terms and Conditions	As per tender documents

Sd/-
Chief Engineer/RAC, 1st Floor,
Corporate Office, Mint Compound,
Hyderabad – 63

PART – II: TERMS OF REFERENCE

1. SCOPE OF WORK

A. REGULATORY MATTERS

1.1 Regulatory and ARR support

- (i). Assistance in preparation of tariff related and any other models and petitions which need to be prepared and filed by TGDISCOMs for Retail Supply Business and Distribution Business for the Control Periods sought by the TGDISCOMs (including true ups and stakeholder consultation (Including support during hearings) for TGDISCOMs for the retainership period.
- (ii). Assistance in review of power purchase cost and energy availability as provided by TGPCC. Review of sales forecast, revenue projections, tariff related and any other proposals as submitted by TGDISCOMs. Assistance in proposing new tariff categories and impact analysis along with the best practices followed by other states in the respective areas
 - (i) to (ii) above shall include:
 - Preparation of petitions along with the required models.
 - Brief on key points/issues
 - Suggested strategy/ approach to deal with key points/issues
 - Back end support through research brief on relevant regulatory and court orders
 - Attending hearings
 - Analysis of directions of TGERC and of objections/ points raised during hearings
 - Preparing replies to queries and objections/ observations in English and Telugu Languages.
 - Analysis of Orders and recommendations
 - (iii). Assistance in preparation of cost of supply to various consumer categories
 - (iv). Assistance in the preparation of truing up petition for the control periods sought by the TGDISCOMs of the Distribution business
 - Collect actual information of all the line items of ARR and revenue
 - Compute variations for each line item and identify the reasons for such deviations- capital expenditure, interest rate, pay revision etc.
 - Compute aggregate gain or losses for the distribution business due to deviations in controllable items
 - (v). Assistance in determination of Cross subsidy surcharge, additional surcharge and any other regulation related filings before TGERC or CERC
 - (vi). Other Regulatory Matters

- Assess and analyze all draft regulations issued by the TGERC and relevant draft regulations by CERC
- Advice on impact of relevant draft/ final regulations/ proposals on amendments in Electricity Act/ other power related laws issued by TGERC/ CERC/ CEA/ MoP
- Assess, analyze and advice in respect of tariff or other petitions filed by relevant IPP/ Open Access Producers/ Consumers/ Central Utilities supplying power to TGDISCOMs
- Appraisal notes on important regulatory pronouncements/ discussion papers
- Other regulatory matters/issues that may arise
- Any other incidental work related to the above issues/ regulatory matters as may be assigned

1.2 Business Plan for TGDISCOMs

TGDISCOMs are required to update the Business plan annually indicating the progress made in implementing the business plan of the previous financial year with comparison of actual implementation vis-a-vis the plan as approved by Hon'ble TGERC. The business plan covers

- (i). Review of revised sales forecast, demand projections, availability of power from various sources as submitted by TGDISCOMs/TGPCC
- (ii). Review of power purchase cost, network cost as submitted by TGDISCOMs/TGPCC
- (iii). Revised estimation of ARR, revenues from tariff & Non-tariff income, subsidy from Govt of Telangana and indicative tariff increase
- (iv). Year wise load growth and distribution loss reduction proposed along with specific action plan. and also, the way to treat the previous losses
- (v). Metering plan for metering interface points and cost reduction plans
- (vi). Estimation of balance sheet, profit & loss statement, cash flow statement for the next five years

1.3 Resource Plan for TGDISCOMs

It is required to file resource plan.

- (i). Assistance/support on resource plan for the Control Periods sought by the TGDISCOMs
- (ii). Sales forecast for Control Periods sought by the TGDISCOMs
- (iii). Load forecast for Control Periods sought by the TGDISCOMs
- (iv). Power procurement plan for Control Periods sought by the TGDISCOMs
- (v). Distribution plan for Control Periods sought by the TGDISCOMs

The approved resource plan shall be adopted for multi-year and annual filings for the control period

1.4 Assistance in meetings

- Assist the TGDISCOMs during review meetings with the Hon Chief Minister/Chief Secretary/Power Minister or any concerned ministers
- Assist officials of TGDISCOMs with power point presentations and data sheet preparations for the meetings scheduled at State and National level
- To present the view of the TGDISCOMs in meetings at various forums like NITI AAYOG/CEA/CERC/TGERC etc.

B. OPERATIONAL MATTERS

1.5 Road Map for Smart Metering Implementation

1.6 Support on implementation and monitoring of UDAY and Circle as Business Centre

1.7 Bid process management

- (i).for procurement of solar power under decentralized distributed generation model
- (ii).Grid Connected and off grid solar pump set model

1.8 Support on Digital Initiatives for Power Distribution Utility

1.9 Technical consultant services for Automation of Distribution network (33Kv, 11Kv, 33/11Kv Sub-stations).

The services should include support in technical specifications preparation of various automation equipment (such as SCADA compatible Auto- reclosers, sectionalisers, Fault passage indicators, Ring main units) including software (Advanced Distribution Management System software – modules)

1.10 Technical services in smart meters procurement as a part of any scheme.

- (i) Consultant should be enriched with profound knowledge in latest smart meter technologies & protocols (IS 16444, etc.)
- (ii) Technical services are also required in adopting and assessing the latest communication technologies (Fiber optics, RF, Microwave, GSM/GPRS, PLC etc..) in TGSPDCL for connecting the various substations & offices. Consultant experience in IoT (Internet of things) analytics will be an additional add on

1.11 Identification of long-term and short-term strategic initiatives for revenue improvement and cost reduction

1.12 Provide support in Resource Adequacy Planning

1.13 Develop comprehensive demand –supply projections by analyzing historical trends, assess future demand trends and recommend optimal power procurement strategies and road map for TGDISCOMs. Suggest measures for optimizing Power Purchase cost.

1.14 Support TGDISCOMs in efficient deployment of CAPEX and OPEX for improving operational efficiency of TGDISCOMs

1.15 Project Management Office (PMO) for capital projects

1.16 Measures for improving efficiency across metering, billing and collection cycle.

1.17 Support in Policy and Regulatory Advocacy

1.18 Preparation of financial and tariff models, petitions, affidavits for Aggregate Revenue Requirements, true-up/true-down petitions for TGDISCOMs

- 1.19 Supporting TGSPDCL in implementing Undergrounding of power cables (11 kV & 33 kV) in city of Hyderabad and adjoining areas. This would also include in identifying potential developers and bid process management.**
- 1.20 Providing support to TGDISCOMs in regulatory filings such as Additional Surcharge and any other filings as required by TGDISCOMs**
- 1.21 Providing support to TGDISCOMs in post filing support including but not limited to replying to queries of stakeholders, Hon'ble Commission, public hearing etc.**
- 1.22 Preparation of reports in matters pertaining to requirements from Ministry, Departments and any other relevant authority on behalf of TGDISCOMs**
- 1.23 Provide support pertaining to Telangana Clean and Green Energy Policy including but not limited to operation guidelines, coordinating with nodal agencies etc.**
- 1.24 Financial analysis and preparation of reports and presentation on PM KUSUM Components and any other central government scheme/ policies impacting TGDISCOMs**
- 1.25 Supporting TGDISCOMs in improving renewable energy penetration by suggesting and implementing RE grid integration measures.**
- 1.26 Preparation of Financial Models, Detailed Project Reports, notes and presentations in matters pertaining to model solar village and any other initiatives undertaken by Government of Telangana**
- 1.27 Preparation of rejoinder note on behalf of Government of Telangana on case to case basis**
- 1.28 Providing support in bid process management, preparation of tenders, Request for Proposal, Expression of Interest on behalf of TGDISCOMs and providing necessary support in related activities.**
- 1.29 Carry out comprehensive independent secondary research to track, analyze and assess the impact of new developments in the power sector including but not limited to key trends, regulatory changes, technological advancements and policy shifts at national / global levels and evaluate their implications on TGDISCOMs and other stakeholders**
- 1.30 Providing assistance and guidance in setting up of Pumped Storage Projects (PSP) and BESS in the State of Telangana as per the Energy Policy announced by the State Government**
- 1.31 Providing assistance and guidance in floating tenders for procurement of Power from various sources and entering PPAs for competitive price**
- 1.32 In addition to the above, the team has to work as per the requirement of TGDISCOMs**

The above scope of work is indicative only. However, actual work carried out by the team will be under the direct supervision and as per the directions by CMDs of TGDISCOMs.

The current tender is for deployment of six full time resources who can carry the above scope of work efficiently, independently, promptly and the team will be under the direct supervision and as per the directions by CMDs of TGDISCOMs.

2. Team staffing:

The current tender is for deployment of six (6) full-time resources viz., Two (2) Senior Resources Four (4) Junior Resources who will directly work under the supervision of CMDs of TGDISCOMs.

- 2.1. The proposal should also include senior staff members (Partner / Director) who will guide the team deployed, review deliverables and ensure quality. They should also be available for key discussion & review meeting with senior management of TGDISCOMs
- 2.2. The no. of resources can be further increased/decreased (1 no. Senior Resource & 2 nos. Junior Resources) based on project requirement at the quoted rates
- 2.3. The Bidder can change the resources deployed on the project with a resource of similar profile subject to notifying the client i.e., TGDISCOMs at least 3 months in advance
- 2.4. The bidder shall share the profiles of the replacement three months in advance. Any non-response with-in the 3-months period would be considered as deemed approval from the client side.

PART – III: Bid Opening and Evaluation of Bid

1. QCBS Process

- 1.1 The qualification and selection of bidders will follow a Quality cum Cost Based Selection (QCBS) process
- 1.2 The bidder will be required to submit a Technical and a financial proposal. The technical score will have a weightage of 60% and financial score will have a weightage of 40%.
- 1.3 Only those bidders who achieve at least forty (40) marks in the technical score will qualify for final ranking

2. Duration of the contract:

- 2.1. The initial duration for contract would be for 1 year extendable by a further 1 year based on mutual consent and escalation of rates as specified in the financial bid format

3. General Eligibility criteria

S. No	Qualification Requirements	Details of qualifying parameters
1	The Bidder must be a company registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or Proprietorship or Limited Liability Partnership(LLP)	Self-attested copy of the Certificate of Incorporation Self-attested copy of Partnership Firm Registration copy and Partnership agreement copy Proprietorship- self attested copy of GST Self-attested copy of the LLP Registration Certificate and Certificate of Commencement of Business
2	The bidder should be registered with the GST.	GST registration certificate
3	The bidder should be registered with the PAN Card.	Copy of Pan Card

4. Technical Bid evaluation

The criteria of technical bid evaluation will be based on the score obtained as per the table of items listed below:

4.1 Firm and Experience related credentials

Sl. No	Criteria (Minimum 40 marks are required for considering the bidder and opening financial bid)	Max Marks															
I	Credentials of the firm	100															
1	Experience Criteria:	50															
a	<p>Experience of ARR filings /Tariff proposals of Retail Supply Business and Distribution MYT filings for distribution companies. The experience should be continuous but not necessarily with the same Discom. The experience is to be supported by Work Orders or Completion Certificates. If the same Bidder has performed the relevant works in one or many Discoms in single Financial Year, it will be considered as one assignment for evaluation.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Years</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Continuously for 3 years</td> <td>5</td> </tr> <tr> <td>For 4 to 6 years</td> <td>10</td> </tr> <tr> <td>For 6 to 8 years</td> <td>15</td> </tr> <tr> <td>> 8 years</td> <td>20</td> </tr> </tbody> </table>	Years	Marks	Continuously for 3 years	5	For 4 to 6 years	10	For 6 to 8 years	15	> 8 years	20	20					
Years	Marks																
Continuously for 3 years	5																
For 4 to 6 years	10																
For 6 to 8 years	15																
> 8 years	20																
b	Assistance in preparation of Business Plan/ Resource Plan for Distribution Utilities in the last 5 years (4 marks for business/resource plan per control period. The experience is to be supported by Work Orders or Completion Certificates issued by official of rank not less than Chief Engineer).	5															
c	<p>Experience of consultancy/analytical support on operational matters only for the works mentioned in the scope of work to power distribution companies during 5 years. (The experience is to be supported by certificates or work orders issued by official of rank not less than Chief Engineer of the Utility). The methodology followed for allocation of marks is as per the table below</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Cat eg ory</th> <th>Head</th> <th>Scope of works covered</th> <th>Max Marks</th> </tr> </thead> <tbody> <tr> <td rowspan="2">I</td> <td>a. Power for all</td> <td>Program management for Power for all scheme</td> <td>2</td> </tr> <tr> <td>b. Implementation and monitoring of UDAY/Power for all (for any one of the past three years)</td> <td> <ul style="list-style-type: none"> Experience of advising the Discoms as per the UDAY DISCOM Quarterly performance ranking </td> <td>1</td> </tr> <tr> <td>II</td> <td>Solar</td> <td> <ul style="list-style-type: none"> Bid process management for procurement of solar power under decentralized distribution generation model (one mark for each bidding done for past five years) </td> <td>2</td> </tr> </tbody> </table>	Cat eg ory	Head	Scope of works covered	Max Marks	I	a. Power for all	Program management for Power for all scheme	2	b. Implementation and monitoring of UDAY/Power for all (for any one of the past three years)	<ul style="list-style-type: none"> Experience of advising the Discoms as per the UDAY DISCOM Quarterly performance ranking 	1	II	Solar	<ul style="list-style-type: none"> Bid process management for procurement of solar power under decentralized distribution generation model (one mark for each bidding done for past five years) 	2	15
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II	Solar	<ul style="list-style-type: none"> Bid process management for procurement of solar power under decentralized distribution generation model (one mark for each bidding done for past five years) 	2														

			<ul style="list-style-type: none"> Procurement of power from Solar Roof-top Models (1 point for each engagement) 	2		
	III	Reliability Improvement (each work carries one mark) (for past 5 years)	<ul style="list-style-type: none"> Technical consultant services for automation of distribution network (33kV, 11kv, 33/11kV Sub-stations) Support on model for reliability improvement, Support on performance indicators, SWOT analysis and measures to improve performance 	2		
	IV	Digital and IT initiatives (each work carries one mark) (for past 5 years)	<ul style="list-style-type: none"> Support on Digital Initiatives for power distribution utilities Support on Major IT initiatives 	2		
	V	Miscellaneous (each work carries one mark) (for past 5 years)	<ul style="list-style-type: none"> Grid connected and off grid Solar Pump Set Model Implementation of EV Policy Support on Material Management and quality of material 	3		
	VI	Advising as per the rating of MoP	i) Experience of advising distribution utilities as per the ratings of the MoP for a period of 3 years in the last 4 years. The experience is to be supported by certificates or work orders issued by official of rank not less than Chief Engineer of the Utility.	1		
d	Credentials of the Team				10	
	(Each of the members should possess the qualities sought along with supporting documents)					
	i)	Senior resources*:	Graduated in Electrical Engineering (or equivalent) with PGDM (From IIMs)/MBA/M.Tech with minimum 9 years of relevant experience in regulatory and analytical support in power distribution business	2		
			Additional qualification of the resource and corresponding marks allotted	2		
			PGDM (IIMs, ISBs, XLRI)/ MBA/M.Tech/ Other PGDM			
			Experience of the resource is greater than 12 years	1		
			Minimum 3 years experience with the bidder	1		
	ii)	Junior resources*:	Graduated in Electrical Engineering (or equivalent) with PGDM (From IIMs)/MBA/M.Tech with minimum 3 years of relevant experience in regulatory and analytical support in power distribution business	1		
			Additional qualification of the resource and corresponding marks allotted	1		

			PGDM (IIMs, ISBs, XLRI)/ MBA/M.Tech/ Other PGDM		
			Experience of the resource is greater than 5 years	1	
			With minimum 2 years experience with the bidder	1	
2	Work Plan/Methodology				20
	Identifying and implementation support for cost reduction/revenue enhancement during last 5 years (The experience is to be supported by certificates or work orders issued by official of rank not less than Chief Engineer of the Utility)				
3	Turnover				15
	Bidder shall have Annual average turnover of last three financial years: <i>(Max.15 Marks)</i> <ul style="list-style-type: none"> • Upto 100crores: 5 Mark • 100 crores to 300crores:10 Marks • More than 300crores:15 Marks <i>Annual turn over shall be certified by the firms CA for the Last three financial years(Ex-FY,2021-22,2022-23, 2023-24) with UDIN</i>				
4	Net Worth				15
	The Net worth of the Bidder firm shall not be less than 40 crores INR				
5	TOTAL				100

Note:

- 1) All the projects submitted should be within 10 years from the date of bid
- 2) Repetition of assignments mentioned under one Evaluation criteria is not allowed for another evaluation criteria. No marks will be given for repeated assignment.

5. Financial Bid Evaluation

- 5.1 The bidder has to quote the blended man-month rate per resource (including Out of Pocket Expenses (OPEs) and applicable taxes) as part of the financial bid.
- 5.2 OPEs include local conveyance, boarding & lodging, printing/telephone/courier/stationary/ photocopy & any travel expenses outside the base location viz., Hyderabad.
- 5.3 The financial proposal with lowest consolidated Man-month rate “Bmin” will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

$$F=100 \times B_{min} / B \text{ where 'B' indicates quoted bid price}$$

6. Evaluation of the Bid: Computation of Final score

- 6.1 The bids will be ranked according to their combined Technical (T) and financial (F) scores using a weightage of 60% for technical score and 40% for financial score. Overall score (R) shall be calculated as under:

$$R = (T \times 0.6) + (F \times 0.4)$$

- 6.2 The bidders securing highest score (R) shall be first successful bidder and so on.

FINANCIAL BIDFORMAT

	Type of Resource	No of Resource	Man month rate (Rs)	Total Per month (in fig) (Rs)	Total Amount per annum (in fig) (Rs)	Total amount per annum (in words) (Rs)
		(a)	(b)	(c) = (a) X (b)	(d) = (c) X 12	
(1)	Blended Man-month (inclusive of OPEs and applicable taxes)					

- *Blended Man-month rate would be quoted for the 1st year of the contract
- The Blended Man-month rate will be considered in the evaluation of the financial bid.
- The Blended Man-month is inclusive of Out of Pocket expenses (OPEs) and inclusive of applicable taxes. Any variation in taxes (either increase or decrease) during the contract period is to the account of TGDISCOMs
- OPEs include local conveyance, boarding & lodging, printing/ telephone/ courier/ stationary/ photocopy & any travel expenses outside the base location viz., Hyderabad.
- Blended Man month rate should include the cost of project leadership mentioned.

PART – IV: General terms & Condition

A. GENERAL

1. ANNUAL PERFORMANCE APPRAISAL AND CONTRACT EXTENSION

The performance of consultant shall be appraised at the end of the contract period and based on satisfactory performance, the extension for the following year after the proposed tenure of the contract (12 months) shall be given.

2. CONTENT OF BIDDING DOCUMENTS:

The set of bidding documents comprises the documents listed in the contents of tender schedule and addenda issued.

3. CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any clarification of the bidding documents may notify the Client in writing or by e-mail at the Client's address indicated in the invitation to bid. The Client will respond to any request for clarification, which he received earlier than **5 days** prior to the deadline for submission of bids. "Annexure VI"

4. AMENDMENT OF BIDDING DOCUMENTS

4.1 Before the deadline for submission of bids, the Client may modify the Bidding documents by issuing addenda will be posted on visit www.tgsouthernpower.org , www.tgnpdcl.com and <https://tender.telangana.gov.in>

4.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded in www.tgsouthernpower.org, www.tgnpdcl.com and <https://tender.telangana.gov.in>

4.3 To give prospective bidder reasonable time in which to take an addendum into account in preparing their bids, the Client shall extend as necessary the deadline for submission of bids.

B. PREPERATION OF BIDS

5. LANGUAGE OF THE BID

All documents relating to the bid shall be in the English language.

6. DOCUMENTS COMPRISING THE BID

The bid submitted by bidder shall be of double packet comprising of the following.

6.1. **Technical Bid:** Technical bid consists of EMD and qualification information with necessary supporting documents.

6.2. **Financial Bid:** Financial bid consists of the Commercial Template and bid document.

7. BID PRICES

7.1. General

a. All the prices would be quoted only in Indian Rupees (INR) currency.

- b. Prices/ Rates shall be written both in words and in figures. There would not be errors and/ or over-writings, Corrections/ alterations, if any, would be made clearly and initialed with date.
- c. The prices and discounts quoted by the Bidder in the Price Schedule/ Financial Bid shall conform to the requirements specified therein.
- d. All resources in the Financial Bid must be listed and priced separately. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.
- e. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including any discounts offered.
- f. Prices quoted by the Bidder shall be **FIRM** during currency of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- g. Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.
- h. The price quoted shall be inclusive of all the applicable taxes existing at the time of bidding. No additional claims on this account will be accepted during the term of the contract.

7.2. Taxes & Duties

All taxes are deemed to be included in the financial bids submitted by the bidder. The bidder is required to quote the applicable taxes separately and the total contract price of the bid shall be taken inclusive of the all existing taxes. The present rate of GST is @ 18% (SGST @ 9% and CGST @ 9%). Any variation in Taxes (either increase or decrease) during the contract period are to the account of TGDISCOMs.

8. CURRENCIES OF BID AND PAYMENT

- 8.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
- 8.2 The invoice/bill should be submitted to the Chief Engineer/RAC/TGSPDCL along with certified copies of the MPRs from the concerned Chief Engineers/ Chief General Managers/TGDISCOMs for the man- days claimed with all tax receipts.
 - a. The invoice submitted shall include the details of the work performed during the month, the personnel involved in doing the work along with the number of man days the personnel spent on completing the work. (If the work is not completed in full shape, the percentage of progress may be included)
 - b. Payment shall be arranged through Chief General Manager/Finance/TGSPDCL after approval of Progress report by CMDs of TGDISCOMs.

9. BID VALIDITY

- 9.1 Bids shall remain valid for a period not less than 120 days after the deadline date of bid submission specified. A bid valid for a shorter period shall be rejected by the Client as non-responsive.
- 9.2 In exceptional circumstances, prior to expiry of the original time limit, the Client may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or mail. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his EMD for a period of the extension, under this Section in all respect.

10 EARNEST MONEY DEPOSIT

- 10.1 The Bidder shall furnish, as part of its bid, a EMD of Rs. 5,00,000/- (Rupees Five Lakhs Only). This amount should be paid by way of a crossed demand draft drawn on any nationalized bank only in favor of "The Pay Officer, TGSPDCL" and payable at headquarters of client. The crossed DD should invariably be furnished along with bids. Alternatively, the bidders may furnish B.G. from any nationalized bank only in the name of The Chief Engineer/ RAC/TGSPDCL in original in lieu of DD as per the proforma attached. Fax / photocopies of the EMD will not be accepted and will be rejected.
- 10.2 The fact of having enclosed EMD by DD/BG along with the bid should be clearly super scribed on the bid envelope.
- 10.3 Submission of EMD by way of cheque, cash, money order, call deposit will not be accepted and will be considered as disqualification.
- 10.4 Requests for exemption from payment of EMD will not be entertained in any case.
- 10.5 Any bid not secured as above will be rejected by the Client.
- 10.6 Unsuccessful Bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (45) days after the expiry of the period of bid validity prescribed by the Client.
- 10.7 The successful Bidder's EMD will be discharged upon the Bidder signing the contract.
- 10.8 **The EMD may be forfeited:**
- (a) If a Bidder:
- (i) Withdraws its bid or alters its prices during the period of bid validity specified by the Bidder on the Bid Form, or
 - (ii) Offers post Bid rebates, revisions or deviations in quoted prices and / or conditions or any such offers which will give a benefit to the Bidder over others will not only be rejected outright but the original Bid itself will get disqualified on this account and the Bidder's EMD will be forfeited.

(b) In the case of a successful Bidder, if the Bidder fails:

(i) To sign the contract in accordance with Clause 17.

(ii) To furnish Performance Bank Guarantee (PBG) in accordance with **Clause No.18**

10.9 In cases where the Bid Cover Contains superscription of having furnished EMD by way of DD/BG but if the same is not found within, such Bids will be rejected and bidder will run the risk of being banned.

10.10 No interest will be paid by TGSPDCL on the EMD deposited.

10.11 If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the Consultant will be suspended for one year with all the Departments in Telangana in respect of conventional tenders also vide G.O.Ms.No. 259 of T, R&B (R.V) dept., dt. 6.9.2008.

11. FORMAT AND SIGNING OF FINANCIAL BID

11.1 The Bidder shall furnish information as described in the form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid and to contract execution if the Bidder is awarded the contract.

C. SUBMISSION OF THE BIDS

12. SUBMISSION, SEALING AND MARKING OF BIDS.

12.1. The Bidders are requested to submit their bid in two parts as under:

a. **The Part – I** consist of the following documents:

S. No.	Document Type	Document Format
Fee Details (In sealed cover-1)		
1	Earnest Money Deposit (EMD)	Demand draft/Bank Guarantee
Pre-Qualification Documents (In sealed cover 1)		
1.	Eligibility Criteria References	As per format given in Annexure II
2.	Bidder's Authorization Certificate	As per format given in Annexure III
3.	Self-declaration – no blacklisting	As per format given in Annexure IV
4.	All the documents mentioned in the "Eligibility Criteria" in support of the eligibility.	Requisite supporting documents meeting eligibility criteria as specified in Section-I

Technical Bid Documents (In sealed cover 1)		
1.	Technical Bid Submission form	On Bidder's original letter head and as per format provided in Annexure I-A and duly signed by authorized signatory as per Annexure III
2.	Bidder's organization Profile	Brief organization profile of the Bidder
3.	Firm's references to showcase relevant experience along with necessary proofs and credentials	As per Annexure I-B
4.	Details of Team composition, qualification and experience	As per Annexure I-C
5.	Signed and latest CVs of proposed resources format	As per Annexure I-D

- b. The Part-I of tender should be furnished in a sealed cover super scribing RFP Notice Number, name of the bidder and date of technical bid opening
- c. The Part-I of the bid will be opened on the due date of tender opening. The firms whose EMD is not received as specified in the tender document, the financial bids will not be opened, and their bids will be rejected summarily.
- d. **The Part-II: Financial Bid – containing Prices** (In sealed cover-2)
- e. The Part-II consist of the following documents

S.No	Document Type	Document Format
Financial Bid Documents (In sealed cover 2)		
1	Financial Bid submission form	As per Annexure V-A
2	Financial Bid Format	As per Annexure V-B

- f. The Part-II of tender should be furnished in a sealed cover super scribing RFP Notice Number, name of the bidder and date of financial bid opening

- g. The financial bids of only those bidders whose technical bids, on examination, are determined to be technically and commercially acceptable and meeting the specified Qualification Criteria will be opened.

12.2. Sealing and Marking of Bids

The bidder will be required to enclose **the Part I and Part II** envelopes in an outer envelope with each of the three envelopes super scribed with the details as per the clause 12 and the Bidder shall seal the envelope duly marking envelope as "ORIGINAL".

12.3. The inner and outer envelopes will:

- a. Be addressed to the Client.
- b. The sealed cover as well as outer envelope should be super scribed as noted below

12.4. The sealed covers as well as the outer envelope should be super scribed as follows:

- a. Bid Enquiry No.
- b. Payment of EMD details: D.D/BG. No. Date:
- c. Whether 120 days validity offered... YES / NO
- d. Whether the quotation is made accepting Payment terms clause YES/NO
- e. Whether the bid is quoted in two parts (clause 12) (YES/NO)

12.5. Bids not super scribed as above are liable to be rejected.

12.6. The Bidder shall invariably complete the Bid in full. Details to be furnished by the bidder and Schedule of Prices attached to the specification and enclose the same to the bid without fail.

12.7. The bids shall be in bound volumes (With the documents in the volume not detachable). All pages of the bid except in-amended printed literature shall be initiated by the person/persons signing the bid. The page number shall be referred in Index. All pages of the bid shall be numbered and the page numbers shall be continuous. Soft copy of the technical and commercial bids shall be given in Floppy disc/ CD also. Summary sheet in the given format on the top of the bid duly signed and sealed by the bidder.

12.8. The time of actual receipt in the office only will count for the acceptance of the bid and either the date of bid, date stamp of post office or date stamp of any other office will not count. The TGSPDCL will not be responsible for any postal or any other transit delays.

12.9. Telegraphic quotations will not be entertained under any circumstances. Clarification, amplifications, and/or any other correspondence from the Bidder subsequent to the opening of bid will not be entertained. The Bidders are advised to ensure that their bids are sent in complete shape at the first instance itself

12.10. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

12.11. If the outer envelope is not sealed and marked as required above, the Client will assume no responsibility for the bid's misplacement or premature opening.

13. DEADLINE FOR SUBMISSION OF BIDS.

13.1. Bids together with modifications if any, or other withdrawals must be received by the Client not later than the deadline for submission of bids specified in the Salient features of the Bid.

13.2. The Client may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Client and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. LATE/ MODIFICATION OR WITHDRAWAL OF BIDS

14.1. Any bid received by the Client after the deadline for submission of bids prescribed by the Client will be rejected and returned unopened to the Bidder.

14.2. Modification and Withdrawal of Bids.

D. AWARD OF CONTRACT

15. AWARD CRITERIA

The Client will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has scored highest in the final composite score, provided that such Bidder has been determined to be (a) eligible and (b) qualified.

16. CLIENT'S RIGHT TO ACCEPT OR REJECT ANY / ALL BIDS

The Client reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Client's action without any reason thereof.

17. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

17.1 The Bidder whose Bid has been accepted will be notified of the award by the Client prior to expiration of Bid validity period by writing or by e-mail or by registered letter. This letter (hereinafter in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Client will pay the successful bidder in consideration of the execution, completion, as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

17.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Bank Guarantee.

17.3 The Agreement will incorporate all conditions between the Client and the successful Bidder. The agreement will be signed by the successful bidder and the client within 21 days after receipt of the Letter of Acceptance (Notification of Award) by the successful Bidder.

18. PERFORMANCE BANK GUARANTEE

Within 14 days of receipt of the Letter of Acceptance, the Successful Bidder shall deliver to the client a Performance Bank Guarantee in any of the forms given below for an amount equivalent to **10% of the Contract price** of General Conditions of Contract Performance Bank Guarantee in the form given in Section - 2 in favor of Chief Engineer/ RAC, TGSPDCL Corporate Office, Hyderabad (or)

Bank Draft, in favor of Pay Officer, TGSPDCL, Corporate Office, Hyderabad payable at Hyderabad drawn on any Nationalized Bank only.

- 18.1 If the Performance Bank Guarantee is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by Nationalized Bank only and acceptable to the Client.
- 18.2 Failure of the successful Bidder to comply with the requirements under this Section shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

19. CORRUPT OR FRAUDULENT PRACTICES

- 19.1 Client expects that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In Pursuance of this policy, the Client defines, for the purposes of this provision, the terms set forth below as follows:
 - a. **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
 - b. **Fraudulent Practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
 - c. Will reject a Bid for award if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - d. Will declare a firm ineligible, either indefinitely or for a stated period of time, if Client at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing TGSPDCL contract.
 - e. The data pertaining to the client shall be kept confidential without ever presenting the same before any third person without the consent of the client. Any leakage of information if came across by the Client may result in declaration of bidder as ineligible either indefinitely or for a stated period of time depending on the nature of the info got leaked, the PBG will be forfeited, and the present contract shall be terminated and the firm will be Blacklisted.

- 19.2 Furthermore, Bidders shall be aware of the provision stated in above Clauses and Sub- Clause of the Agreement.

20. MONITORING OF CONTRACT:

- 20.1 The bidder shall ensure that the required Manpower as per the contract are deployed.
- 20.2 If delay in providing the desired quality of people is observed a performance notice would be given to the selected bidder to speed up the deployment process.
- 20.3 Any Change in the constitution of the firm, etc. Shall be notified forth with by the bidder in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- 20.4 No new business 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.
- 20.5 The selected firm shall not assign or sub-let contract or any substantial part thereof to any other Consultant without the permission of tendering authority except the one with whom the Bidder has collaborated for the purpose of execution of the project.

21. RIGHT TO VARY NUMBER OF RESOURCES

- 21.1 At the time the Contract is awarded, the number of people originally specified in the bidding document may be increased or decreased, provided this change does not exceed the limits/ ceilings of minimum and maximum quantity as specified in the Terms of Reference(Part – II) and the same will be done with the consent of the client.
- 21.2 Unless otherwise specified in the bidding document, if the order is placed in excess of the number of people required, the bidder shall be bound to meet the required number without any change in the rates quoted or other terms and conditions of the bid and the bidding document.
- 21.3 If the tendering authority does not engage of the selected person/s or engages less number of people than the quantity indicated in the tender, the bidder shall not be entitled to claim any compensation and corresponding rate of designated service category / person shall not be payable.

22. RESPONSIBILITIES OF THE MANPOWER OF CONSULTANCY SUPPORT FIRM

- 22.1 The deployed manpower of the Bidder will maintain office decorum. They will be courteous, polite and cooperative.
- 22.2 The deployed manpower will adhere to the office timings of the Client and follow all rules, regulations and policies as decided by the TGDISCOMs.

- 22.3 The deployed manpower resources will be responsible for any damage to equipment, property and third-party liabilities caused by their acts in the premise of the TGDISCOMs. They will use all equipment only for the purpose of carrying out their legitimate business of the TGDISCOMs and will not put to any other use. For any damages, the extent of damage as decided by the TGDISCOMs will be final.
- 22.4 The designated manpower will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award.
- 22.5 The designated manpower will need to be able to work efficiently with senior management and officers of TGDISCOMs.
- 22.6 The designated manpower will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- 22.7 The designated manpower shall bring their own laptops and data card for carrying out their activities.
- 22.8 Any resource who is proceeding on leave shall take prior permission from the Client. The Client reserves the right not to consider the request for leave during exigencies. If any resource avails leave regularly and for a prolonged period shall be substituted with a suitable resource immediately.
- 22.9 The resource shall work with the Client even during Public Holidays as per the Clients requirement as and when needed.

23. REPLACEMENT OF RESOURCES

- 23.1. The Bidder can change the resources deployed on the project with a resource of similar profile subject to notifying the client i.e., at least 3 months in advance
- 23.2. The bidder shall share the profiles of the replacement three months in advance. Any non-response with-in the 3 months period would be considered as deemed approval from the client side.

24. RECOVERIES FROM CONSULTANCY SUPPORT FIRM

- 24.1 Recovery of liquidated damages and penalties shall be made from bills and/ or the first available opportunity.
- 24.2 The Client shall withhold amount to the extent of non-deployment of resources or non- performance of services until all the contractual service agreements are met satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and Performance Bank Guarantee available with the client.
- 24.3 The balance, if any, shall be demanded from the Bidder and when recovery is not possible, the Client shall take recourse to law in force.

25. RE-INVITATION OF TENDERS/ BIDS

- 25.1 Re-invitation of bids would generally be avoided by the tendering authority.
- 25.2 However, in case, higher prices than prevalent market rates have been received in the

bidding process or considerable changes in qualification/requirements, terms and conditions are required to be made or otherwise, re-invitation of bids shall be done.

26. JURISDICTION

All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in Client's Headquarters only. No suit or other legal proceedings will be instituted elsewhere.

Part-V: Technical Proposal Formats

Annexure – I: TECHNICAL BID – STANDARD FORMS

Annexure I-A: Technical Bid submission form.

Annexure I- B: Firm's references.

Annexure I- C: Team composition and task assignments.

Annexure I- D: Format of Curriculum Vitae of proposed key professional staff.

Annexure I-A: TECHNICAL BID SUBMISSION FORM

(On Bidder's letterhead)

[Location, Date]

From: (Name of Firm)

To:

Chief Engineer/RAC, 1stFloor, Corporate Office,
Mint Compound,
Hyderabad – 500063

Reference: RFP No. _____ : Dated: _____

Subject: Providing **Consultancy Services for Strategy Support for Long Term Sustainability of TGDISCOMs-**
Technical Bid-Submission-Reg.

Dear Sir/ Madam,

We, the undersigned, offer to provide the **Consultancy services for Strategy Support for Long Term Sustainability of TGDISCOMs** for the above in accordance with your Request for Proposal dated [Date], and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under a separate envelope.

If negotiations are held during the period of validity of the Bid, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

TGSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons, therefore.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure I- B: FIRM'S REFERENCES

1. Bidders shall submit details of their experiences in following table in regard to scope of work and eligibility criteria of this RFP for evaluating the technical proposal.

Sl. No.	Name of utility where Assignment executed	Name of assignment	Scope of work for which the bidder claims credentials in the Technical evaluation	Annexure (Proof of completion certificates/ work orders issued by official of rank not less than Chief Engineer	Location of assignments	Duration of the assignments	Value of Works executing /executed

PLACE:

SIGNATURE OF AUTHORIZED

SIGNATORY (BIDDER)

DATE:

NAME IN FULL

BIDDER COMPANY SEAL

DESIGNATION / STATUS IN
THE FIRM ADDRESS OF
BIDDER

Annexure I- C: TEAM COMPOSITION AND TASK ASSIGNMENTS

List of Proposed Professionals

Sl. No.	Name	Proposed role	Qualification	Experience in career as senior /junior resource	Experience with bidder	Reference page no of complete details in document
1.						
2.						
3.						
4.						
5						

The experience & qualification of the resources shall be supported by the relevant supporting documents

All the Proposed team members of the consultancy team must be on the pay roll of the firm at the time of bid submission date.

The experience shall be considered till the bid submission closing date mentioned in the RFP document

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Name of Firm _____

Address: _____

Annexure I- D: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

- 1. **Proposed Position :**
- 2. **Name of Firm:**
- 3. **Name of Expert:**
- 4. **Date of Birth** **Citizenship:**
- 5. **Complete personal contact details:**
- 6. **Education:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

School, College and/or university attended	Degree/Certificate or other specialized education obtained	Date Obtained

- 7. **Membership in Professional Associations:** NA
- 8. **Other Trainings** [*Indicate significant training since degrees under 6 - Education were obtained*]:
- 9. **Countries of Work Experience:**
- 10. **Languages:**
 [For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Language	Speaking	Reading	Writing

- 11. **Employment Record:**
 [Starting with present position, list in reverse order every employment held. List all positions held by staff members in CE graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

From	To	Employer	Position Held

<p>12. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i></p>	<p>13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among assignments involving the expert, indicate the following information for those that best illustrate the expert's capability to handle the tasks listed in line 12.]</i></p>
	<p>Name of the assignment: Month and Year: Location: Client: Major Project Features:</p>

14. Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Implementing Agency;
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment;
- (v) I am not currently debarred or suspended by TG Power Utilities;
- (vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the [insert name of project and contract]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

I, as the authorized representative of the firm submitting this proposal for the [name of the project] certify that I have obtained the consent of the named expert to submit his/her CV, and that I have obtained a written representation from the expert that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the proposal.

I understand that any willful misstatement may lead to disqualification or dismissal, and any other disciplinary action.

[Signature of expert or authorized representative of the firm]

Date: _____
Day/Month/Year

Full name of authorized representative:

Annexure II: ELIGIBILITY CRITERIA REFERENCES

(To be enclosed with the technical bid)

Turnover of the Bidder

Name of the Bidder	Turnover of the Bidder		
	2021-22	2022-23	2023-24

Proof of turnover should be duly certified by CA/Auditor.

Certified Copies of audited Balance sheets with Profit & Loss account statement for last 5 years must be enclosed along with the bid

PLACE:

DATE:

SIGNATURE OF AUTHORISED
SIGNATORY (BIDDER)
NAME IN FULL DESIGNATION/
STATUS IN THE FIRM
ADDRESS OF BIDDER ALONG WITH
BIDDER COMPANY SEAL

a. Net worth

Name of the Bidder	Net-worth of the Bidders		
	2021-22	2022-23	2023-24

Proof of Net worth should be duly certified by CA/Auditor
Certified Copies of audited Balance sheets with Profit & Loss account statement for last 5 years
must be enclosed along with the bid

PLACE:

DATE:

SIGNATURE OF
AUTHORISED SIGNATORY (BIDDER)
NAME IN FULL DESIGNATION/
STATUS IN THE FIRM
ADDRESS OF BIDDER ALONG WITH
BIDDER COMPANY SEAL

b. Other Enclosures

Sr. No	Qualification Requirements	Details of qualifying parameters	Reference (page no)
1	The Bidder must be a company registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or a Proprietorship	Self-attested copy of the Certificate of Incorporation, Registration Certificate and Certificate of Commencement of Business	
2	The bidder should be registered with the GST.	GST registration certificate Income Tax registration Certificate/ Pan Card	
3	The Bidder would deposit EMD amount along with the Technical bid.	Details DD No: Bank & Branch: Date: OR Bank guarantee No.: Date: Bank & branch Bid validity	
4	The bidder must submit a letter of authorization from the Bidder Company authorizing a person to sign the documents on behalf of the Bidder company, submit technical, commercial information and attend meetings on behalf of the Bidder company.	Letter of authorization on Bidder Company's letter head.	
5	The bidder must not have been blacklisted by the power utilities or Central or any State Government or any of their institutions.	The bidder should provide an undertaking (self-certificate) that the bidder hasn't been black listed by the Power utilities or Government or any of their Institutions.	

Signature: _____
 (Authorized Representative)
 Full Name: _____
 Title: _____
 Name of Firm: _____
 Address: _____

Annexure III: BIDDER'S AUTHORIZATION CERTIFICATE

(To be enclosed with the technical bid)

To,

The Chief Engineer/ RAC,

1st Floor, Corporate Office,

Mint Compound, Hyderabad – 500 004

<Bidder's Employee Name> _____,

<Designation> _____ is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Bid of reference <Bidder Name &Date>

_____. He is also authorized to attend meetings & submit pre- qualification; technical & financial information as may be required by you while processing the above said Bid. For the purpose of validation, his/ her verified signature is asunder.

Thanking you,

Name of the Bidder:-

Verified Signature:

Authorized Signatory:-

Seal of the Organization:-

Date: _____

Place: _____

Annexure IV: SELF-DECLARATION- NO BLACKLISTING

(To be enclosed with the technical bid)

To,

The Chief Engineer/ RAC,

1st Floor, Corporate Office,

Mint Compound, Hyderabad – 500 004

In response to the RFP No. _____ dated _____ for Providing qualified and competent resources to set-up a Composite Team for providing the **Consultancy Services for Strategy Support for Long Term Sustainability of TGDISCOMs** for a period of 12 months as an owner/ partner/Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Power Utility or Government or any other Government body or PSU.

We further declare that presently our Company/firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any Power Utility or Government or any other Government body or PSU on the date of Bid Submission.

We further declare that any data and certification submitted by our company/firm is correct and genuine.

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 the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:-

Authorized Signatory:-

Seal of the Organization:-

Date: _____

Place: _____

Annexure V: FINANCIAL BID- STANDARD FORMS

Annexure V-A: Financial Bid submission form.

Annexure V-B: Financial Bid Format

Annexure V-A: FINANCIAL BID SUBMISSION LETTER

(On Bidder company's letterhead)

[Location, Date]

From: (Name of Firm)

TO:

The Chief Engineer/ RAC,
1st Floor, Corporate Office,
Mint Compound, Hyderabad – 500 004

Reference: RFP No. _____, Dated: _____

Subject: Providing of Consultancy Services for Strategy Support for Long Term Sustainability of TGDISCOMs – Financial Bid-Submitted-Reg.

Sir/ Madam:

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the requirements. The quote/ price is inclusive of all costs likely to be incurred for executing this work.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee as prescribed in the bid document.

I / We agree to abide by this bid for a period of 120 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 agree to all the terms & conditions as mentioned in the RFP bid document and submit that we have not submitted any deviations in this regard.

TGSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure V-B: FINANCIAL BID FORMAT

RFP Notice No:

FINANCIAL BID for Providing of Consultancy Services for Strategy Support for Long Term Sustainability of TGDISCOMs – Financial Bid –Submitted-Reg.

To,

The Chief Engineer/ RAC,

1st Floor, Corporate Office,

Mint Compound, Hyderabad – 500 004

	Type of Resource	No of Resource	Man month rate (Rs)	Total Per month (in fig) (Rs)	Total Amount per annum (in fig) (Rs)	Total amount per annum (in words) (Rs)
		(a)	(b)	(c) = (a) X (b)	(d) = (c) X 12	
(1)	Total Quoted Man month rate (inclusive of OPEs and applicable taxes)					

***Total Contract Price per annum shall be uploaded in the e procurement platform** and the detailed breakup of the rates for resources shall be submitted to TGSPDCL in hard copy in the prescribed format as per Annexure V-B

The Total Contract Price will be considered in the evaluation of the financial bid.

The Total Contract Price is inclusive of all applicable taxes and inclusive of Out of Pocket expenses (OPEs). Any variation in taxes (either increase or decrease) during the contract period is to the account of TGDISCOMs

TGSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefor.

Name and Title of signatory

Name and address of the firm

Authorized signatory

Annexure VI: PRE-BID QUERIES FORMAT

Name of the Bidder Company/Firm:

RFP Notice No. _____ Dated _____

Name of Person	Company Name	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

S.No.	RFP Page No.	RFP Clause/Section No.	Clause Details	Query/ Suggestion/ Clarification

Annexure VII: DRAFT AGREEMENT FORMAT

An agreement is made on _____ (enter date of Agreement) between _____

(enter your firm's name & address) (hereinafter called "the successful Bidder"), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the <tendering authority> which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the successful bidder has agreed with the <tendering authority> to provide qualified and competent resources for 12 months to the <tendering authority name and address> at the premises of TGDISCOMs, all those articles set forth in this Agreement Dated _____ appended hereto in the manner set forth in the conditions of the bidding document herewith and at the rates set forth in the LOA.

And whereas the successful bidder has deposited a sum of Rs. _____ in the form of Bank Draft No / Bank Guarantee No. _____ dated. _____ valid up to _____ with acclaim period.

Term and value of Agreement

The agreement is valid for a period of 12 months from the date of signing the agreement. The agreement may be extended for a further period on the mutually agreed terms and conditions. The submitted performance bank guarantee (PBG) shall be kept live till the period of contract with an additional claim period of 2 months.

The value of the Agreement is termed as contract price which is Rs _____ (in figure) and in words it is Rs _____

A) Conditions subsequent to be satisfied

Performance Bank Guarantee

Within **14 days** of receipt of the Letter of Acceptance (LOA), the Successful Bidder shall deliver to the client a Performance Bank Guarantee in any of the forms given below for an amount equivalent to **10% of the Contract price as per LOA.**

Performance Bank Guarantee in the form given in Section - 2 in favor of Chief Engineer/ RAC, TGSPDCL Corporate Office, Hyderabad

(or)

Bank Demand Draft, in favor of Pay Officer, TGSPDCL , Corporate Office, Hyderabad payable at Hyderabad drawn on any Nationalized Bank only.

The amount of the PBG/DD will be maintained to its full value as per this agreement. Any amount of PBG/DD forfeited in the form of liquidated damages will be replaced to its full shape **within 7 days of time.**

B) SCOPE OF WORK

REGULATORY MATTERS

1 Regulatory and ARR support

- a. Assistance in preparation of tariff related and any other models and petitions which need to be prepared and filed by TGDISCOMs for Retail Supply Business and Distribution Business for the Control Periods sought by the TGDISCOMs (including true ups and stakeholder consultation (Including support during hearings) for TGDISCOMs for the retainership period.
- b. Assistance in review of power purchase cost and energy availability as provided by TGPCC. Review of sales forecast, revenue projections, tariff related and any other proposals as submitted by TGDISCOMs. Assistance in proposing new tariff categories and impact analysis along with the best practices followed by other states in the respective areas
- c. (a) to (b) above shall include:
- d. Preparation of petitions along with the required models.
- e. Brief on key points/issues
- f. Suggested strategy/ approach to deal with key points/issues
- g. Back end support through research brief on relevant regulatory and court orders
- h. Attending hearings
- i. Analysis of directions of TGERC and of objections/ points raised during hearings
- j. Preparing replies to queries and objections/ observations in English and Telugu Languages.
- k. Analysis of Orders and recommendations
- l. Assistance in preparation of cost of supply to various consumer categories
- m. Assistance in the preparation of truing up petition for the control periods sought by the TGDISCOMs of the Distribution business
- n. Collect actual information of all the line items of ARR and revenue
- o. Compute variations for each line item and identify the reasons for such deviations- capital expenditure, interest rate, pay revision etc.
- p. Compute aggregate gain or losses for the distribution business due to deviations in controllable items
- q. Assistance in determination of Cross subsidy surcharge, additional surcharge and any other regulation related filings before TGERC or CERC
- r. Other Regulatory Matters
- s. Assess and analyze all draft regulations issued by the TGERC and relevant draft regulations by CERC
- t. Advice on impact of relevant draft/ final regulations/ proposals on amendments in Electricity Act/ other power related laws issued by TGERC/ CERC/ CEA/ MoP
- u. Assess, analyze and advice in respect of tariff or other petitions filed by relevant IPP/ Open Access Producers/ Consumers/ Central Utilities supplying power to TGDISCOMs
- v. Appraisal notes on important regulatory pronouncements/ discussion papers
- w. Other regulatory matters/issues that may arise

- x. Any other incidental work related to the above issues/ regulatory matters as may be assigned

2 Business Plan for TGDISCOMs

- a. TGDISCOMs are required to update the Business plan annually indicating the progress made in implementing the business plan of the previous financial year with comparison of actual implementation vis-a-vis the plan as approved by Hon'ble TGERC.
The business plan covers.
- b. Review of revised sales forecast, demand projections, availability of power from various sources as submitted by TGDISCOMs/TGPCC
- c. Review of power purchase cost, network cost as submitted by TGDISCOMs/TGPCC
- d. Revised estimation of ARR, revenues from tariff & Non-tariff income, subsidy from Govt of Telangana and indicative tariff increase
- e. Year wise load growth and distribution loss reduction proposed along with specific action plan. and also, the way to treat the previous losses
- f. Metering plan for metering interface points and cost reduction plans
- g. Estimation of balance sheet, profit & loss statement, cash flow statement for the next five years

3 Resource Plan for TGDISCOMs

It is required to file resource plan.

- a. Assistance/support on resource plan for the Control Periods sought by the TGDISCOMs
- b. Sales forecast for Control Periods sought by the TGDISCOMs
- c. Load forecast for Control Periods sought by the TGDISCOMs
- d. Power procurement plan for Control Periods sought by the TGDISCOMs
- e. Distribution plan for Control Periods sought by the TGDISCOMs

The approved resource plan shall be adopted for multi-year and annual filings for the control period

4 Assistance in meetings

- a. Assist the TGDISCOMs during review meetings with the Hon Chief Minister/Chief Secretary/Power Minister or any concerned ministers.
- b. Assist officials of TGDISCOMs with power point presentations and data sheet preparations for the meetings scheduled at State and National level
- c. To present the view of the TGDISCOMs in meetings at various forums like NITI AAYOG/CEA/CERC/TGERC etc.

B. OPERATIONAL MATTERS

- i. Road Map for Smart Metering Implementation
- ii. Support on implementation and monitoring of UDAY and Circle as Business Centre
- iii. Bid process management for procurement of solar power under decentralized distributed generation model Grid Connected and off grid solar pump set model

- iv. Support on Digital Initiatives for Power Distribution Utility
- v. Technical consultant services for Automation of Distribution network (33Kv, 11Kv, 33/11Kv Sub-stations). The services should include support in technical specifications preparation of various automation equipment (such as SCADA compatible Auto- reclosers, sectionalisers, Fault passage indicators, Ring main units) including software (Advanced Distribution Management System software – modules)
- vi. Technical services in smart meters procurement as a part of any scheme.
 - Consultant should be enriched with profound knowledge in latest smart meter technologies & protocols (IS 16444, etc.)
 - Technical services are also required in adopting and assessing the latest communication technologies (Fiber optics, RF, Microwave, GSM/GPRS, PLC etc..) in TGSPDCL for connecting the various substations & offices. Consultant experience in IoT (Internet of things) analytics will be an additional add on
- vii. Identification of long-term and short-term strategic initiatives for revenue improvement and cost reduction
- viii. Provide support in Resource Adequacy Planning
- ix. Develop comprehensive demand –supply projections by analyzing historical trends, assess future demand trends and recommend optimal power procurement strategies and road map for TGDISCOMs. Suggest measures for optimizing Power Purchase cost.
- x. Support TGDISCOMs in efficient deployment of CAPEX and OPEX for improving operational efficiency of TGDISCOMs
- xi. Project Management Office (PMO) for capital projects
- xii. Measures for improving efficiency across metering, billing and collection cycle.
- xiii. Support in Policy and Regulatory Advocacy
- xiv. Preparation of financial and tariff models, petitions, affidavits for Aggregate Revenue Requirements, true-up/true-down petitions for TGDISCOMs
- xv. Supporting TGSPDCL in implementing Undergrounding of power cables (11 kV & 33 kV) in city of Hyderabad and adjoining areas. This would also include in identifying potential developers and bid process management.
- xvi. Providing support to TGDISCOMs in regulatory filings such as Additional Surcharge and any other filings as required by TGDISCOMs
- xvii. Providing support to TGDISCOMs in post filing support including but not limited to replying to queries of stakeholders, Hon’ble Commission, public hearing etc.
- xviii. Preparation of reports in matters pertaining to requirements from Ministry, Departments and any other relevant authority on behalf of TGDISCOMs
- xix. Provide support pertaining to Telangana Clean and Green Energy Policy including but not limited to operation guidelines, coordinating with nodal agencies etc.
- xx. Financial analysis and preparation of reports and presentation on PM KUSUM Components and any other central government scheme/ policies impacting TGDISCOMs
- xxi. Supporting TGDISCOMs in improving renewable energy penetration by suggesting and implementing RE grid integration measures.

- xxii. Preparation of Financial Models, Detailed Project Reports, notes and presentations in matters pertaining to model solar village and any other initiatives undertaken by Government of Telangana
- xxiii. Preparation of rejoinder note on behalf of Government of Telangana on case to case basis
- xxiv. Providing support in bid process management, preparation of tenders, Request for Proposal, Expression of Interest on behalf of TGDISCOMs and providing necessary support in related activities.
- xxv. Carry out comprehensive independent secondary research to track, analyze and assess the impact of new developments in the power sector including but not limited to key trends, regulatory changes, technological advancements and policy shifts at national / global levels and evaluate their implications on TGDISCOMs and other stakeholders
- xxvi. Providing assistance and guidance in setting up of Pumped Storage Projects (PSP) and BESS in the State of Telangana as per the Energy Policy announced by the State Government
- xxvii. Providing assistance and guidance in floating tenders for procurement of Power from various sources and entering PPAs for competitive price
- xxviii. In addition to the above, the team has to work as per the requirement of TGDISCOMs

The above scope of work is indicative only. However, actual work carried out by the team will be under the direct supervision and as per the directions by CMDs of TGDISCOMs.

The current tender is for deployment of six full time resources who can carry the above scope of work efficiently, independently, promptly and the team will be under the direct supervision and as per the directions by CMDs of TGDISCOMs.

C Team staffing:

- i. The current agreement is for deployment of six (6) full-time resources viz., Two (2) Senior Resources Four (4) Junior Resources who will directly work under the supervision of CMDs of TGDISCOMs.
- ii. The resources include senior staff members (Partner / Director) who will guide the team deployed, review deliverables and ensure quality. They should also be available for key discussion & review meeting with senior management of TGDISCOMs
- iii. The no. of resources can be further increased/decreased (1 no. Senior Resource & 2 nos. Junior Resources) based on project requirement at the quoted rates
- iv. The Bidder can change the resources deployed on the project with a resource of similar profile subject to notifying the client i.e., TGDISCOMs at least 3 months in advance
- v. The bidder shall share the profiles of the replacement three months in advance. Any non-response with-in the 3-months period would be considered as deemed approval from the client side.

D Limitation of Liability: Except in cases of gross negligence or willful misconduct, Neither party shall be liable to the other party for any indirect or

consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the successful Bidder to pay liquidated damages to the Client; and the aggregate liability of the successful Bidder to the Client, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to any obligation of the successful Bidder to indemnify the Client with respect to patent infringement.

E Payment Terms and Clauses

TGSPDCL shall make payment to the consultant as per following:

The payment of the total budget will be spread over 12 months of the Contract period payable on completion of every month with the first monthly invoice submitted at the end of first month of contract and the remaining invoices submitted at the end of each subsequent month of the contract Period. Payment will be due on submission of invoice.

Payment Terms	Amount
On submission of monthly invoice	As accepted in the financial bid

- i. The invoice/bill should be submitted to the Chief General Manager/ Finance/TGSPDCL along with certified copies from concerned Chief General Managers/ Chief Engineers/TGDISCOMs for the man-days claimed with all tax receipts. The invoice submitted shall include the details of the work performed during the month, the personnel involved in doing the work along with the number of man days the personnel spent on completing the work. (If the work is not completed in full shape, the percentage of progress may be included)
- ii. Payment shall be arranged through Chief General Manager/ Finance/ TGSPDCL after approval of Progress report by CMDs of TGDISCOMs.

Necessary statutory deductions, as applicable, are to be made against each payment. However, any delay in payment will not entitle the successful bidder for any compensation or form ground for extension in delivery period without liquidated damages.

The currency or currencies in which payments shall be made to the consultancy service firm under this Contract shall be Indian Rupees (INR) only.

All remittance charges will be borne by the selected bidder.

In case of disputes, 20% of the amount shall be withheld and will be paid only after settlement of the dispute.

Payment schedule for the bid will be on Pro rata basis after the computation and deduction of all applicable penalties.

If any mentioned work is not required to be executed, due to any reason whatsoever: the proportionate cost of the contract fee may be deducted on pro-rata basis, as may be mutually agreed between the Client and successful bidder.

Note

- i The above charges are inclusive of any prevailing tax & duties including GST.
- ii Payments shall be released on or after 30 days from submission of monthly bills or completion of each milestone.

F Penalty Clause

Penalty for absence: In the case of absence (apart from the leaves as per the policies of the bidder's organization) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing the monthly payment/charges of the contract with the number of working days in that month divided by number of resources deployed i.e. 6). In addition, a penalty of 3% per working day per resource will be levied on monthly payment/charges for such absence.

- i. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- ii. Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages.

Other important terms & conditions

All resources deployed will compulsorily mark their entry and exit as per the directions/policy of TGDISCOMs.

The Resources would be stationed in corporate office/TGDISCOMs for the entire contract period. The Resource has to follow the working days and Holidays of TGDISCOMs.

Resource shall have to seek prior approval of Client before leaving headquarter, even if it is on a holiday.

The data pertaining to the Client will be handed over to the clients after completion of the contract period.

The data pertaining to the client shall be kept confidential without ever presenting the same before any third person without the consent of the client. Any leakage/misuse of information if came across by the Client may result in declaration of successful bidder as ineligible either indefinitely or for a stated period of time depending on the nature of the info got leaked, the PBG will be forfeited, and the present contract shall be terminated.

G Force Majeure:

The consultancy support firm shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages, or termination for default if and to the extent that it is 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 successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the consultancy support firm. Such events may include, but not be limited to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions.

If a Force Majeure situation arises, the successful bidder shall promptly notify the client in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by the client, the successful 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.

H Termination

Termination for Default

The tender sanctioning authority of TGSPDCL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, terminate the contract in whole or in part:-

- i. If the successful bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- ii. If the successful bidder, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- iii. If the successful bidder commits breach of any condition of the contract.

If TGSPDCL terminates the contract in whole or in part then amount of Performance Bank Guarantee (PBG) and due payments, if any, will be forfeited.

Termination for Insolvency

TGSPDCL may at any time terminate the Contract by giving Notice to the successful bidder if it becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Successful Bidder, provided that such

termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TGSPDCL.

Termination for Convenience

- i. TGSPDCL, by Notice sent to the successful 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 Client's convenience, the extent to which performance of the successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Either the successful bidder or the client can terminate the contract at any time on one month written notice to each other

I Dispute Resolution

If any dispute or difference of any kind whatsoever will arise between the Client and the successful Bidder in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Client or the successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

J Jurisdiction

All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in Client's Headquarters only. No suit or other legal proceedings will be instituted elsewhere.

K Change Orders and Contract Amendments

The Client may at any time order the successful Bidder/selected consultancy support firm through Notice in accordance with clause "Notices", to make changes within the general scope of the Contract if this becomes necessary.

If any such change causes an increase or decrease in the cost of, or the time required for, the successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery of resources and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the successful bidders' receipt of the Client's change order.

Prices to be charged by the successful bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the successful bidder for similar services.

L Notices

Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing confirmed in writing to the other party's address.

A notice will be effective when delivered or on the notice's effective date, whichever is later.

Now these Presents witness:

- 1) The NIT, Tender, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the RFP Notice No. _____ dated. / /20 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 2) Letter Nos. _____ dated _____ received from <bidding name> and letter Nos. _____ Dated _____ issued by the <tendering authority> (including LOA) and appended to this agreement shall also form part of this agreement.
- 3) The <tendering authority> do hereby agree that if the successful bidder shall duly provide the said resources in the manner aforesaid to TGDISCOMs in the said terms and conditions, the <tendering authority> will through online Bank Transfer/Cheque/ DD pay or cause to be paid to the approved service provider at the time and the manner set forth in the said conditions, the amount payable for each and every professional.
- 4) In case of extension in the deployment period with liquidated damages, the recovery shall be made on the basis of percentages of value of the service category (as mentioned in the agreement) which the bidder has failed deploy.
- 5) All issues arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the <tendering authority> and the decision of the <tendering authority> shall be final.

In witness whereof, the parties hereto have set their hands on the _____ day of __ (Year).

Signature of the Approved

Bidder/ bidder

Designation:

Date:

Witness No.1

Witness No.2

Signature for and on behalf of

<tendering authority>

Designation:

Date:

Witness No.1

Witness No.2

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper.

Annexure VIII: EARNEST MONEY DEPOSIT FORM

Whereas. (Hereinafter called "the Bidder") has submitted its Bid dated (date of submission of bid) for the supply of. (name and /or description of the Services) (here in after called "the Bid").

KNOW ALL PEOPLE by these presents that WE. (name of bank) having our registered office at. (address of bank) (hereinafter called "the Bank"), are bound unto.....(name of Client)(herein after called "the Client") in the sum of RS ___(Amount in words___) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20__ .

THE CONDITIONS of this obligation are:

1. If the Bidder With draws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or does not accept the correction of errors in accordance with the Bid Specification, or
2. If the Bidder, having been notified of the acceptance of its bid by the Client during the period of bid validity.
 - (a) fails or refuses to furnish the Performance Bank Guarantee, in accordance with the Bid Specification.
 - (b) fails or refuses to execute the Contract Form if required; or

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after 120 day of bid validity(Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.
(Signature of the Bank)

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper issued by any **Nationalized** Bank only.

Annexure IX: PERFORMANCE BANK GUARANTEE

To

The Chief Engineer (RAC),

TGSPDCL, 1st Floor, Block-A,

Corporate Office, Mint Compound,

Hyderabad-500 004.

1. Against contract vide _____ acceptance of the "RFP/ NIT Reference No. ___ dated _____ and Project Titled" _____" (hereinafter called the said 'contract') entered into between **{Client name}** (hereinafter called the Client) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favor of the Client, the amount of Rs _____ (Rupees in words) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/ or in the performance thereof.
2. We agree that the decision of the Client, whether breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Client shall be final and binding upon us and the amount of the said loss or damage shall be unconditionally paid by us forthwith on demand and without demur to the Client.
3. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e., till _____ herein after called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said _____ date, the same shall be forcible against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Client within the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs _____ (in words) and it shall remain in force until _____ with an additional claim period of two months thereafter. This Bank Guarantee shall be extended from time to time for such period as may be desired by _____ (Bidder). We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if the client serves upon us a written claim or demand.
4. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Client.
5. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or

Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

6. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
7. We _____ Bank Ltd, further agree that the Client shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, __ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Client to the said Bidder or for any forbearance and or omission on the part of the Client or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESSNO.1

Authorized Bank Representative

(Signature)

(Signature)

Full name and official
and Address (in legible letters)

Full name, designation
Address (in legible letters) with
Bank stamp

WITNESS NO. 2

Attorney as per power of

(Signature)

Attorney No.....

Full name and official
Address (in legible letters)

Dated.....

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper issued by any **Nationalized** Bank only.

Annexure-X: DETAILS TO BE FURNISHED BY THE BIDDER

1. RFP No.	:	
2. Last date and time for submission of Bid	:	
3. Date and time for opening of Bid	:	
4. State whether EMD is enclosed	:	
5. State whether the quotation in two parts has been submitted.	:	
6. Whether willing to furnish performance B.G. @ 10 % if order is placed	:	
7. Prices whether Firm	:	
8. Financial Turnover certified by CA/Auditor for 3 years		
9. Whether any other tax / duty payable. If so give details and the same is included / not included.	:	
10. State whether clients' terms of payment are accepted.	:	
11. State whether 120 days validity offered	:	
12. Firm's references to showcase relevant experience along with necessary proofs and credentials		
13. Details of key personnel proposed to be engaged in the project		
14. Whether Income-tax clearance certificate enclosed.	:	
15. Whether Penalty clause accepted	:	

Place:

Signature of the Bidder:

Date:

Name:

Business Address: