

**TELANGANA STATE ELECTRICITY REGULATORY COMMISSION  
(TSERC)**

**REQUEST FOR PROPOSAL  
FOR CONSULTANCY SUPPORT ON RETAINERSHIP BASIS IN  
REGULATORY AND OTHER RELATED MATTERS FOR TSERC**

**NOVEMBER 2019**

## REQUEST FOR PROPOSAL (RFP) NOTICE No. SECY/01/2019-20

### **LETTER OF INVITATION**

1. Telangana State Electricity Regulatory Commission (TSERC, from herein referred to as Client), invites the Technical and Financial Bids from eligible and experienced consultancy firms for providing consultancy and analytical support to TSERC on retainership basis on regulatory and other related matters for 12 months from the date of signing the agreement.
2. The RFP Document is available in e procurement platform <https://tender.telangana.gov.in> and [www.tserc.gov.in](http://www.tserc.gov.in) . Bid submission along with details as per Annexure-X should be submitted in e-procurement platform 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  
**Commission Secretary**<sup>[FAC]</sup>,  
**TSERC, #11-4-660,**  
**5<sup>th</sup> Floor, Singareni Bhavan**  
**Red Hills, Hyderabad – 500 004**  
**Email [secy@tserc.gov.in](mailto:secy@tserc.gov.in)**  
**Phone 040 23397625**
3. ~~The consultant firm for providing its services~~ will be selected under Single Stage – Two Envelop Procedure as described in this RFP. The Technical Bids would be evaluated based on the qualification criteria set forth in the RFP. Financial Bids of only those firms, whose Technical Bids qualify, will be opened and evaluated.
4. TSERC 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. TSERC 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.
5. The Bid shall be valid for a period of not less than 120 days after the dead line date of bid submission specified. In exceptional circumstances, prior to the expiry of the original Bid validity period, the authority may request the bidders to extend the period of validity for a specified additional period. However, bidders will not be permitted to modify their submitted Bids.

**Secretary**  
**TSERC**



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**Notice Inviting Tender Details:**

<b>S. No</b>	<b>Description</b>	<b>Detail</b>
1	Client Name	Telangana State Electricity regulatory Commission
2	Office Address	<b>Secretary</b> [FAC], <b>TSERC, #11-4-660,5<sup>th</sup> Floor, Singareni Bhavan</b> <b>Red Hills, Hyderabad – 500 004</b> <b>Email <a href="mailto:secy@tserc.gov.in">secy@tserc.gov.in</a></b> <b>Phone 040 23397625</b>
3	RFP Notice /Bid Number	<b>SECY/01/2019-20</b>
4	Tender Subject	For providing Consultancy Support On Retainership Basis In Regulatory And other related Matters For TSERC
6	Period of Work	12 months from the date of signing the agreement
7	Tender Type	Open
8	Tender Category	Services (Consultancy support)
9	Transaction fee and Corpus Fund	Transaction fee: All the bidders/suppliers will pay the transaction fee Rs.2,000/- including GST @ 18% in favour of 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 Corpus Fund: 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 upto Rs.50 Crores, and Rs. 25,000/- (Rupees twenty-five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on eProcurement platform before entering into agreement / issue of purchase orders, towards eprocurement fund in favour of Managing Director, TSTS. There shall not be any charge towards eProcurement fund in case of works, goods and services with ECV less than and upto Rs. 10 lakhs
10	Earnest Money Deposit	<b><u>Rs.5 Lakhs (Rupees Five lakhs only)</u></b>
11	EMD Payable to	In the form of DD in favor of Secretary/TSERC (or) BG from Nationalized Bank only in the name of secretary/TSERC as per Annexure-VIII
12	Start date (Placing of RFP in e-procurement platform in web Portal)	<b>28.11.2019</b>
13	Pre-Bid Meeting	<b>09.12.2019 at 15:00 hrs. at TSERC.</b>

14	Bid Submission Closing Date	<b>12.12.2019 at 12:00 hrs.</b>
15	Technical Bid Opening Date	<b>12.12.2019 at 12:30 hrs. followed by presentation by bidders at 15.00 hrs.</b>
16	Financial Bid Opening Date	<b>13.12.2019 at 15:00 hrs.</b>
17	Place of Tender Opening	<b>5<sup>th</sup> Floor, Singareni Bhawan,TSERC, Hyderabad.</b>
18	Officer Inviting Bids	<b>Secretary, TSERC.</b>
19	Email.Id	<a href="mailto:secy@tserc.gov.in">secy@tserc.gov.in</a>
20	Contact Details	040 23397625
21	Eligibility Criteria	<p>The technical and financial criteria for an agency to be qualified as a consultancy support firm to TSERC are as below -</p> <ol style="list-style-type: none"> <li><b>1. Technical Requirement</b> <ol style="list-style-type: none"> <li>(i). The bidder should have supported any of the Electricity Regulatory Commissions in India on retainership basis in regulatory and other related matters <b><u>for a period of at least 3 years in past 6 years and shall also qualify as per clause 19(B).</u></b>  Proof/Certification: Proof of credentials of experience should be the following- Certificate from the Electricity Regulatory Commission on having worked in the capacity as a consultancy firm on retainership basis supporting them in regulatory and related matters.</li> </ol> </li> <li><b>2. Financial Criteria:</b> <ol style="list-style-type: none"> <li>a. The Bidder should have achieved a minimum annual financial turnover of 5 Crores during any one year of the last three financial years i.e.,2016-17, 2017-18 and 2018-19.  Proof/Certification: Proof of turnover duly certified by CA/Auditor.</li> </ol> </li> <li>3. The firm must be a registered entity in India for the past 5 years at the time of issue of this tender (Registration certificate/certificate of commencement of business to be submitted).</li> <li>4. EMD should be furnished as per Sl.No.11 of Notice inviting tender details.</li> <li>5. The bidder should possess minimum adequate infrastructure and proven technical and financial capability to provide the services and have experience of similar works of value of minimum <b>Twenty Five Lakhs</b>. Proof of relevant work experience is to be submitted by bidder.</li> </ol>

22	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 TSERC 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>
23	Procedure for Bid Submission	<p><b>Bids shall be submitted online (e-procurement platform) and a hard copy is expected to be submitted at this office mandatorily</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>a) EMD should be furnished <b>in the form of DD in favor of secretary/TSERC</b> (or) Alternatively BG from Nationalized bank only in favor of secretary/TSERC only in the format as per <b>Annexure-VIII</b> enclosed.</li> <li>b) Financial Turnover and Networth certified by CA/Auditor for last 3 years</li> <li>c) Duly filled and signed proforma as per <b>Annexure-X</b></li> </ol> </li> <li>3. The copies of certificates, documents, original Demand Drafts in respect of EMD are to be submitted by the bidder to the Secretary, TSERC 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.</li> </ol>
24	Rights reserved with the Client	<p>TSERC reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. The TSERC also reserves the right to split the tender and place contract on more than one bidder at its discretion.</p>
25	Terms and Conditions	<p>As per tender documents.</p>

**Secretary<sup>[FAC]</sup>,**  
**TSERC, #11-4-660, 5<sup>th</sup> Floor,**  
**Singareni Bhavan, Red Hills,**  
**Hyderabad – 500 004**  
**Email [secy@tserc.gov.in](mailto:secy@tserc.gov.in)**  
**Phone 040 23397625**

## **SECTION-1: INSTRUCTIONS TO BIDDERS & GENERAL TERMS AND CONDITIONS**

### **A. GENERAL**

Telangana State Electricity Regulatory Commission was constituted on 03.11.2014 under the Electricity Act, 2003. Its main function is to regulate the Electricity Sector of the State and balance the interest of all stakeholders in an independent and transparent manner.

The Commission adopted and notified all of the Regulations made by erstwhile APERC, to be applicable within the territory of Telangana State, till such time the Commission is able to make and notify its own regulations on important aspects of Supply of Electricity to the consumers including determination of tariff for generation, transmission, distribution and Retails supply of electricity.

Section 86 of Electricity Act, 2003 empowers the Commission to regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State.

Section 62 of the Electricity Act, 2003 confers powers to the State Commission for determination of Tariff which is extracted below:-

*1) The Appropriate Commission shall determine the tariff in accordance with provisions of this Act for –*

*a. supply of electricity by a generating company to a distribution licensee:*

*Provided that the Appropriate Commission may, in case of shortage of supply of electricity, fix the minimum and maximum ceiling of tariff for sale or purchase of electricity in pursuance of an agreement, entered into between a generating company and a licensee or between licensees, for a period not exceeding one year to ensure reasonable prices of electricity;*

*b. transmission of electricity;*

*c. wheeling of electricity;*

*d. retail sale of electricity;*

*Provided that in case of distribution of electricity in the same area by two or more distribution licensees, the Appropriate Commission may for promoting competition among distribution licensees, fix only maximum ceiling of tariff for retail sale of electricity.*

- 2) *The Appropriate Commission may require a licensee or a generating company to furnish separate details, as may be specified in respect of generation, transmission and distribution for determination of tariff.*
- 3) *The Appropriate Commission shall not, while determining the tariff under this Act, show undue preference to any consumer of electricity but may differentiate according to the consumer's load factor, power factor, voltage, total consumption of electricity during any specified period or the time at which the supply is required or the geographical position of any area, the nature of supply and the purpose for which the supply is required.*
- 4) *No tariff or part any tariff may ordinarily be amended, more frequently than once in any financial year, except in respect of any changes expressly permitted under the terms of any fuel surcharge formula as may be specified.*
- 5) *The Commission may require a licensee or a generating company to comply with such procedures as may be specified for calculating the expected revenues from the tariff and charges which he or it is permitted to recover.*

*If any licensee or a generating company recovers a price or charge exceeding the tariff determined under this section, the excess amount shall be recoverable by the person who has paid such price or charge along with interest equivalent to the bank rate without prejudice to any other liability incurred by the licensee.*

## **SCOPE OF BID**

TSERC (referred to as Client in this document) invites bids for “CONSULTANCY SUPPORT ON RETAINERSHIP BASIS IN REGULATORY AND OTHER RELATED MATTERS FOR TSERC”

### **1. SCOPE OF WORK**

Scope of work to be carried out for both the TSERC shall be as under:

**The scope of the assignment for the Consultants shall be analysis of ARR and FPT filings including all calculations, workings complete with Revenue Model and Tariff Model and preparation of detailed Draft and Final Tariff Orders as given below:**

**A. Generation Tariff determination for 4<sup>th</sup> control period with Tariff for FY 2020-2021 to be effective from 1<sup>st</sup> April 2020, as per TSERC Regulation No. 1 of 2019 for TSGENCO stations and Other generating stations along with true-up.**

- Identifying the data deficiencies/gaps/inconsistencies, if any, and preparing deficiency notes for each company.
- Examining and reviewing the subsequent submissions made by the company in response to the deficiencies raised by the Commission.
- Assistance in the public hearing and interactive meeting with different stake-holders as required by the Commission, processing and preparing analysis of the suggestions and objections filed and represented in public hearing and responses of the generating company and preparing a feed-back report for the Commission.
- Assistance in taking final view on the issues raised by the consumers, consumer groups and stakeholders in the light of provisions of the applicable Acts, Tariff

Policy, National Electricity Policy, Regulations, past Tariff Orders of the Commission and the responses of the licensees/ companies on the same, rejoinders etc.

- An in-depth analysis of various cost components forming part of ARR including O&M Costs reflecting efficiency in the operations of the Company.
- A prudential / detailed appropriateness check of all ARR items with respect to costs in an efficiently managed Company.
- Calculation / Validation of all parameters under the fixed cost and Variable Cost components of ARR.
- Computation of Generation Tariff and preparation of Draft and Final Tariff Orders.
- Handing over of all spreadsheet working models like, O&M Model, Revenue Model and Tariff Model along with Final Tariff Orders both in hardcopy and soft copy.
- Assist the Commission on issues arising after issue of Tariff order if any and follow up and assistance in the Appellate Tribunal/High Court/Supreme Court in the event of review/approval filed, if any.

#### **B. Transmission & SLDC Tariff determination for 4<sup>th</sup> Control Period along with true-up:**

**The scope of the assignment for the Consultants shall be analysis of ARR and FPT filings of Licensees including all calculations, workings complete with Revenue Model and Tariff Model and preparation of detailed Draft and Final Tariff Orders (Transmission & SLDC) as given below:**

**ARR and FPT for Transmission network for 4<sup>th</sup> control period with Tariff for FY 2020-21 to be effective from 1<sup>st</sup> April 2020, as per erstwhile APERC Regulation No. 5 of 2005 as adopted by TSERC.**

- Identifying the data deficiencies/gaps/inconsistencies, if any, and preparing deficiency notes for each licensee/company.
- Examining and reviewing the subsequent submissions made by the licensees/companies in response to the deficiencies raised by the Commission.
- Assistance in the public hearing and interactive meeting with different stake-holders as required by the Commission, processing and preparing analysis of the suggestions and objections filed and represented in public hearing and responses of the licensee or generating company and preparing a feed-back report for the Commission.
- Assistance in taking final view on the issues raised by the consumers, consumer groups and stakeholders in the light of provisions of the applicable Acts, Tariff Policy, National Electricity Policy, Regulations, past Tariff Orders of the Commission and the responses of the licensees/ companies on the same, rejoinders etc.
- An in-depth analysis of various cost components forming part of ARR including O&M Costs reflecting efficiency in the operations of the licensee.
- A prudential / detailed appropriateness check of all ARR items with respect to costs in an efficiently managed utility including PGCIL Transmission Charges, SLDC Charges and POSOCO charges(interest on Security Deposit wherever specified)
- Calculation / Validation of all parameters under the fixed cost and Variable Cost components of ARR
- Analysis of investment plan in Transmission Network and calculation of function-wise allocation of costs for different years during the 4<sup>th</sup> Control period.
- Computation of Transmission Tariff and preparation of Draft and Final Tariff Orders

- Handing over of all spreadsheet working models like, O&M Model, Revenue Model and Tariff Model along with Final Tariff Orders both in hardcopy and soft copy.
- Assist the Commission on issues arising after issue of Tariff order if any and follow up and assistance in the Appellate Tribunal/High Court/Supreme Court in the event of review/approval filed, if any.

**C. Wheeling Tariff determination for Distribution Business for 4<sup>th</sup> Control Period along with true-up**

Identifying the data deficiencies/gaps/inconsistencies, if any, and preparing deficiency notes for each licensee/company.

- Examining and reviewing the subsequent submissions made by the licensees/companies in response to the deficiencies raised by the Commission.
- Assistance in the public hearing and interactive meeting with different stake-holders as required by the Commission, processing and preparing analysis of the suggestions and objections filed and represented in public hearing and responses of the licensee or generating company and preparing a feed-back report for the Commission.
- Assistance in taking final view on the issues raised by the consumers, consumer groups and stakeholders in the light of provisions of the applicable Acts, Tariff Policy, National Electricity Policy, Regulations, past Tariff Orders of the Commission and the responses of the licensees/ companies on the same, rejoinders etc.
- An in-depth analysis of Investment plans , resource plans as per filings
- Analysis of price escalation while estimating year wise investment plan
- An in-depth analysis of various cost components forming part of ARR including O&M Costs reflecting efficiency in the operations of the Licensee and bench-marking of O&M Costs.
- A prudential / detailed appropriateness check of all items of Project Cost for Calculation / Validation of all parameters
- Finalisation of voltage wise loss reduction trajectory & voltage Wise Wheeling Demand
- Computation of Wheeling Tariff and preparation of Draft and Final Tariff Orders
- Handing over of all spreadsheet working models like, O&M Model, Revenue Model and Tariff Model along with Final Tariff Orders both in hardcopy and soft copy.
- Assist the Commission on issues arising after issue of Tariff order if any and follow up and assistance in the Appellate Tribunal/High Court/Supreme Court in the event of review/approval filed, if any.

**D. Retail Supply Tariff determination for FY 2020-21 along with true-up of licensees and ARR /Expected Revenue from charges for FY 2020-21 for the Co-operative Electric Supply Society Limited, Siricilla:**

**The scope of the assignment for the Consultants shall be analysis of ARR and FPT filings of Licensees including all calculations, workings complete with Revenue Model, CoS Model and Tariff Model and preparation of detailed Draft and Final Tariff Orders (Retail Supply,Cross Subsidy Surcharge , Additional Surcharge and CESS) as given below:**

**Retail Supply ARR and FPT for FY 2020-21 including the True-up of Fuel and Power Purchase Cost for FY 2016-17, FY 2017-18,FY 2018-19 (as per Actual) and FY 2019-20 (Provisional basis) as per erstwhile APERC Regulation No. 1 of 2014 notified as Amendment to Regulation No. 4 of 2005 as adopted by TSERC and ARR /Expected Revenue from charges for FY 2020-21 for the Co-operative Electric Supply Society Limited, Siricilla:**

- Identifying the data deficiencies/gaps/inconsistencies, if any, and preparing deficiency notes for each licensee/company.
- Examining and reviewing the subsequent submissions made by the licensees/companies in response to the deficiencies raised by the Commission.
- Assistance in the public hearing and interactive meeting with different stake-holders as required by the Commission, processing and preparing analysis of the suggestions and objections filed and represented in public hearing and responses of the licensee or generating company and preparing a feed-back report for the Commission.
- Assistance in taking final view on the issues raised by the consumers, consumer groups and stakeholders in the light of provisions of the applicable Acts, Tariff Policy, National Electricity Policy, Regulations, past Tariff Orders of the Commission and the responses of the licensees/ companies on the same, rejoinders etc.
- An in-depth analysis of Category-wise consumption pattern (including Agricultural Consumption) and Load growth including Econometric Analysis for fixation of Compounded Annual Growth Rate (CAGR) over the Control Period to be reflected in the Business Plan of Licensees
- Calculation / Estimation of Voltage-wise T & D Loss in absolute terms in MU and in terms of percentage for computation of Power Purchase Requirement
- An in-depth analysis of Power Procurement Plan including monthly availability of energy, Merit Order Dispatch, Short Term Power Purchase requirement, and Power Purchase Cost.
- An in-depth analysis of various cost components forming part of ARR including O&M Costs reflecting efficiency in the operations of licensees.
- A prudential / detailed appropriateness check of all ARR items with respect to costs in an efficiently managed utility including PGCIL Transmission Charges and POSOCO charges (interest on Security Deposit wherever specified).
- Calculation / Validation of all parameters under the fixed cost and Variable Cost components of ARR
- Analysis of investment plan in Transmission and Distribution Network and calculation of function-wise allocation of costs for different years during the 4th Control period.
- Functionalization of all costs /ARR items to be adopted in the CoS Model for analysis with respect to Embedded Cost Methodology and Average Cost Methodology as stated in NTP and suggest a best Methodology for CoS.
- Creating options in the process of determination of Retail Supply Tariffs(RST) reflecting the Cost of Service with reference to National Tariff Policy
- Calculation of subsidy and Category-wise allocation of subsidy, if any, paid or committed to be paid every month by the State Govt.

- Preparation of Tariff Schedules and Schedule of Non-Tariff Charges (duly explaining such charges) for Press Release and for Gazette Notification of Tariff and Charges to be made effective with effect from 01-04- 2020
- Preparation of Tariff Schedules, Schedule of Non-Tariff Charges, Charts and Tables for all underlying calculations, Draft and Final Tariff Orders
- Handing over of all spreadsheet working models like, Revenue model, CoS Model and Tariff model along with Final Tariff Orders both in hardcopy and soft copy.
- Assist the Commission on issues arising after issue of Tariff order if any and follow up and assistance in the Appellate Tribunal/High Court/Supreme Court in the event of review/approval filed, if any.

#### **E.Tariff determination for NCE sources:**

- Levelized Generic Tariff for NCE sources for MYT 4<sup>th</sup> control period
- Project specific tariff for NCE sources

#### **F. Other related matters:**

1. Analysis of Resource Plans/Business Plans filed by the licensees and generation companies.
2. Formulation and/or amendment of regulations (as and when required by the Commission):
3. Processing of power purchase agreements
4. Legal advice in general and other matter specifically relating to any subordinate rules and regulations, as required under the Electricity Act, 2003
5. Compilation of various judgments related to Power Sector particularly under the provisions of the Electricity Act, 2003 issued by Hon'ble APTEL, Hon'ble High Courts and Hon'ble Supreme Court.
6. Appraisal to the Commission regarding important judgments issued by the different Courts.

The scope indicated above is tentative. However, actual scope of work may vary based on the requirements of TSERC.

#### **Approach and Methodology**

- ❖ The Consultants shall propose a structured approach and methodology for analysis of ARR and FPT filings including all calculations, workings, complete with all models and preparation of detailed Draft and Final Tariff Orders under the scope of assignment for which they have expressed their interest to participate.
- ❖ They shall make presentations to the Commission on scheduled dates after the closing date of Request for Proposals (RFP), to be intimated by the Commission, on details of their approach and the methodology to be adopted for a particular assignment.
- ❖ They may also present previous experience including a specific case study if available

- ❖ They shall specify the time line with different stages of the assignment, name(s) of the expert Consultant(s) to be assigned at different stages of the assignment, content or index of deliverables (presentations or reports containing their analysis, comments and recommendations) to be submitted to the Commission at different stages of the assignment.

## 2. ELIGIBLE BIDDERS

- 2.1 This Invitation for Bids is open to all eligible bidders. Any services to be used in the performance of the Contract shall have their origin in India.
- 2.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices

## 3. ELIGIBILITY CRITERIA

- 3.1 The technical and financial criteria for an agency to be qualified as a consultancy support firm to TSERC are as below -

- a. Technical Requirement

The bidder should have supported any of the Electricity Regulatory Commissions in India on retainership basis in regulatory matters for a period of at least 3 years in past 6 years and shall also qualify as per clause 19(B).

Proof/Certification: Proof of credentials of experience should be the following- Certificate from the Electricity Regulatory Commission on having worked in the capacity as a consultancy firm on retainership basis supporting them in regulatory and related matters.

- (ii). Financial Criteria:

The Bidder should have achieved a minimum annual financial turnover of 5 Crore during any one year of the last three financial years i.e., 2016-17, 2017-18 and 2018-19. (**Annexure II form**)

- 3.2 Team to be Deployed

- a. The team should include minimum 1 senior resource with an experience of atleast 9 years in providing regulatory and analytical support in Regulatory frame work and minimum 2 junior resources with experience of atleast 3 years each in providing regulatory and analytical support in Regulatory frame work. Each team member should have an expertise in providing end to end consulting service
- b. The bidder should provide the CVs of the team to be deployed for the consulting service mentioning relevant experiences and consulting projects executed.
- c. The senior and junior resources would be resident at TSERC as directed by TSERC from time to time.

- 3.3. The firm must be a registered entity in India for the past 5 years at the time of issue of this tender (Registration certificate/certificate of commencement of business to be submitted).

- 3.4 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, financial

information and attend meetings on behalf of the bidder company.

3.5 The bidder must not have been blacklisted by the Central/State Electricity Regulatory Commissions or Government or any other Government body or PSU.

3.6 No Joint Venture, Consortium of firms, sub-consulting, sub-contracting shall be allowed. The work undertaken by any consortium/sub-consulting of the Bidder shall not be considered as work experience.

3.7 The Bidder firm should be registered for GST and should submit documentary evidence of the same.

**The Educational Qualification of the key staff professional shall be as follows: TABLE 1**

<b>Sl. No</b>	<b>Team Composition</b>	<b>Number of persons</b>	<b>Required Qualifications</b>
1	Senior Resource	Minimum of one number is required	Graduated in Electrical/Mechanical Engineering (or equivalent) with minimum 9 years of relevant experience in regulatory and analytical support in Regulatory framework, should have excellent project management and interpersonal skills sound experience as team leader in project management of a sizeable team composing national experts plus financial management experience. However, additional qualifications such as PGDM/MBA/M.Tech will fetch additional score in technical evaluation of credentials of team
2	Junior Resource	Minimum of Two numbers is required	Graduated in Electrical/Mechanical Engineering (or equivalent with minimum 3 years of relevant experience in regulatory and analytical support in Regulatory framework. However, additional qualifications such as PGDM/MBA/M.Tech will fetch additional score in technical evaluation of credentials of team

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.

**Documentary evidence for the following must be submitted:**

- a) Proof of Turnover and Networth duly certified by CA/Auditor;
- b) Contract/Work/Engagement orders indicating the details of assignment, client, value of assignment, date of award etc.;
- c) Certificate of registration of the Bidder/Consultant;
- d) Details of key personnel proposed to be engaged in the project.
- e) Experience certificate must be certified by not below the rank of Secretary of Electricity Regulatory Commissions

3.8 Even though the bidders meet 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 the qualification requirements, and /or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completions, litigation history, or financial failures etc. in earlier works executed with ERCs or any other company.
- If they have been executing similar nature of work in other Regulatory Commissions and have not been completing the work as per the work programme i.e. as per the milestones of the agreement.
- Been blacklisted by any Central/State Electricity Regulatory Commissions or Government or any other Government body or PSU.

**4 COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Client will in no case be responsible and liable for those costs.

**5. ESTABLISHMENT AND COORDINATION:**

- 5.1. The consultants have to establish their office in the TSERC premises including deployment of requisite manpower, vehicles and other infrastructure (computers, fax machine, photocopier, telephone, internet connection etc.,) to aid in day to day needs.
- 5.2. TSERC would endeavor to provide reasonable office space at T S E R C for smooth functioning of the consultant team.
- 5.3. The personnel deployed for this should be exclusively for this purpose only
- 5.4. The senior resource shall work as Team leader and coordinate with the designated persons in TSERC. The team shall be available in office on all of TSERC working days. Leave policy of the team shall be according to their parent firm policy.

Team should attend all the meetings conducted by the TSERC by making their own arrangements. No extra payment will be made in this regard

## **B. BIDDING DOCUMENTS**

### **6 CONTENT OF BIDDING DOCUMENTS:**

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

### **7 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 **7 days** prior to the deadline for submission of bids. "Annexure VI"

### **8 AMENDMENT OF BIDDING DOCUMENTS**

- 8.1 Before the deadline for submission of bids, the Client may modify the Bidding documents by issuing addenda will be posted on client's website [www.tserc.gov.in](http://www.tserc.gov.in)
- 8.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded in client's website [www.tserc.gov.in](http://www.tserc.gov.in)
- 8.3 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.

## **C. PREPARATION OF BIDS**

### **9. LANGUAGE OF THE BID**

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

### **10. DOCUMENTS COMPRISING THE BID**

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

- (a) **Technical Bid:** Technical bid consists of EMD and qualification information with necessary supporting documents.
- (b) **Financial Bid:** Financial bid consists of the Commercial Template and bid document.

### **11. BID PRICES**

#### **11.1 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.

## 11.2 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 TSERC.

## 12. CURRENCIES OF BID AND PAYMENT

12.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

12.2 The invoice/bill should be submitted to the Commission Secretary/TSERC along with certified copies from concerned Commission Secretary/TSERC for the man- days claimed with all tax receipts.

- i. 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)

Payment shall be arranged through Joint Director (Personnel)/TSERC after approval of Progress report by the Commission.

## 13. BID VALIDITY

13.1 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.

13.2 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 respects.

#### **14. EARNEST MONEY DEPOSIT (EMD)**

- 14.1 The Bidder shall furnish, as part of its bid, a EMD of **Rs 5 Lakhs**. This amount should be paid by way of a crossed demand draft drawn only in favor of secretary/TSERC and payable at Hyderabad. The crossed DD should invariably be furnished along with the bids. Alternatively, the bidders may furnish a **B.G. from any nationalized bank** only in the name of Secretary/TSERC in original in lieu of DD only as per the proforma attached. Fax / photocopies of the EMD will not be accepted and will be rejected.
- 14.2 The fact of having enclosed EMD by DD/BG along with the bid should be clearly super scribed on the bid envelope.
- 14.3 Submission of EMD by way of cheque, cash, money order, call deposit **will not be accepted** and will be considered as disqualification.
- 14.4 Requests for exemption from payment of EMD will not be entertained in any case.
- 14.5 Any bid not secured as above will be rejected by the Client.
- 14.6 Unsuccessful Bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after entering the agreement with the successful bidder.
- 14.7 The successful Bidder's EMD will be discharged upon the Bidder signing the contract.

#### **14.8 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 No.30**.
  - ii. To furnish Performance Bank Guarantee (PBG) in accordance with **Clause No.31**.
- 14.9 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.
- 14.10. No interest will be paid by TSERC on the EMD deposited.
- 14.11. 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.

## 15. FORMAT AND SIGNING OF FINANCIAL BID

- 15.1 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.

### **D. SUBMISSION OF BIDS**

## 16 SUBMISSION, SEALING AND MARKING OF BIDS.

- 16.1 The Bidders are requested to submit their bid in two parts as under:

(i) **The Part – I** consist the following documents

S. No.	Document Type	Document Format
<b>Fee Details (In sealed cover-1)</b>		
1	Earnest Money Deposit (EMD)	Demand draft/Bank Guarantee
<b>Pre-Qualification Documents (In sealed cover-1)</b>		
1.	Eligibility Criteria References	As per format given in <b>Annexure II</b>
2.	Bidder's Authorization Certificate	As per format given in <b>Annexure III</b>
3.	Self-declaration – no blacklisting	As per format given in <b>Annexure IV</b>
4.	All the documents mentioned in the "Eligibility Criteria" in support of the eligibility.	Requisite supporting documents meeting eligibility criteria as specified in <b>Section-I</b>
<b>Technical Bid Documents ((In sealed cover-1)</b>		
1.	Technical Bid Submission form	On Bidder's original letter head and as per format provided in <b>Annexure I-A</b> and duly signed by authorized signatory as per <b>Annexure III</b>
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 <b>Annexure I-B</b>
4.	Details of Team composition, qualification and experience	As per <b>Annexure I-C</b>
5.	Signed and latest CVs of proposed resources format	As per <b>Annexure I-D</b>

- (ii) 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
- (iii) 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.

**The Part-II : Financial Bid – containing Prices (In sealed cover-2)**

(i) The Part-II consist the following documents

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

(ii) 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

(iii) 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.

**16.2 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 16.4 and the Bidder shall seal the envelope duly marking envelope as "ORIGINAL".

**16.3 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

16.4 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 16.1) .... (YES/NO)

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

16.6 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.

16.7 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 CD also. Summary sheet in the given format on the top of the bid duly signed and sealed by the bidder.

16.8 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 TSERC will not be responsible for any postal or any other transit delays.

- 16.9 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.
- 16.10 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".
- 16.11 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.

**17. DEADLINE FOR SUBMISSION OF BIDS.**

- 17.1 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.
- 17.2 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.

**18. LATE/ MODIFICATION OR WITHDRAWAL OF BIDS**

- 18.1 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.

**18.2 Modification and Withdrawal of Bids.**

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Client prior to the deadline prescribed for submission of bids.
- The Bidder's modification or withdrawal notice will be prepared, sealed, marked, and dispatched through registered post or by e- mail so as to reach this office not later than the deadline for submission of bids. No bid may be modified after the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this interval may result in the forfeiture of its EMD.

**E. BID OPENING AND EVALUATION**

**19. BID OPENING**

The Client will open all the Technical Bids received in time. In the event of the specified date of Bid opening being declared a holiday for the Client, the Technical Bids will be opened at the appointed time and location on the next working day and evaluation of the Technical bid will be taken up.

**Bid Evaluation Methodology**

The evaluation process comprises the following three steps:

- a. 1<sup>st</sup> Step – Prequalification (PQ)
- b. 2<sup>st</sup> Step – Technical evaluation
- c. 3<sup>rd</sup> Step – Financial Bid and final evaluation

**A. 1<sup>st</sup> step: – Prequalification (PQ)**

The Bidder shall submit the EMD in a separate Envelope. The same shall be submitted to the Authorised Representative before the Bid Deadline.

The Bidder shall submit original documents pertaining to EMD. Bids not accompanied by EMD as per the terms of the RFP shall be summarily rejected and no further evaluation will be carried out in respect of such Bids/Bidders Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Non- submission of EMD in acceptable form (only as per Annexure VIII for BG)/amount along with the response to RFP
- ii) Bids not received by the Bid Deadline.
- iii) Non submission of relevant supporting documents in support of qualification of the resources

**B. 2<sup>nd</sup> step: – Technical Bid Evaluation**

The criteria of technical bid evaluation will be based on the power point presentation made by the bidder on the technical bid opening date and score obtained as per the table of items listed below.

**TABLE 2**

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:	Points
(i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b>	<b>25%</b>
(ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b> <i>{Notes to Consultant: the Commission will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i>	<b>40%</b>
(iii) <b>Key Experts’ qualifications and competence for the Assignment:</b>	<b>25%</b>
(iv) <b>Early Completion of Assignment and Transfer of knowledge (training) program</b> (relevance of approach and methodology)	<b>[10%]</b>
<b>Total points for the four criteria:</b>	<b>100</b>
<b>The minimum technical score required to pass is:75% for considering the bidder and opening financial bid</b>	

**C. 3<sup>rd</sup> Step – Financial Bid and final evaluation**

The Client will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and the methodology for selection of the

successful bidder through Quality and Cost Based Selection Methodology (QCBS) which is as follows The technical proposal shall be evaluated based on several criteria as mentioned above "Technical Criteria".

Each responsive Proposal will be given a technical score (Ts) out of 100 marks.  
The proposal with the lowest cost (Fm) shall be given financial score (Fs) of 100 marks.  
The financial scores of other proposals shall be computed as follows.

Where F = Total amount of Financial bid submitted by the bidder.

Fm is the total amount of minimum financial bid discovered in the bidding process.

The financial score Fs will be calculated as follows.

$$Fs = 100 \times Fm / F$$

Combined technical and Cost Evaluation – The total score shall be obtained by weighting the combined technical and cost scores and adding them, as follows:

$$S = Ts \times Tw + Fs \times Fw$$

Where S = total score

Ts = technical score of the specific bidder

Fs = financial score of the specific bidder

Tw = weight assigned to technical score i.e **0.8**

Fw = weight assigned to financial score i.e **0.2**

The successful bidder shall be the one having the highest total score. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher financial score shall be ranked first.

## **20. PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Client's processing of Bids or award decisions may result in the rejection of his Bid.

## **21. CLARIFICATION OF BIDS**

- 21.1 To assist in the examination, evaluation, and comparison of Bids, the Client may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the responses shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 21.2 Subject to above, no Bidder shall contact the Client on any matter relating to its bid from the time of the bidding opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Client, he should do so in writing.
- 21.3 Any effort by the Bidder to influence the Client in the Client's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

## **22 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 22.1 Prior to the detailed evaluation of Bids, the Client will determine whether each Bid
- (a) meets the eligibility criteria defined under this section
  - (b) has been properly signed;

- (c) is accompanied by the required securities and;
- (d) is responsive to the requirements of the Bidding documents.

22.2 A responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) which affects in any scope, quality, or performance of the Works
- (b) which limits in any way, inconsistent with the Bidding documents, the Client's rights or the Bidder's obligations under the Contract, or
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

22.3 If a Bid is not responsive, it will be rejected by the Client, and may not subsequently be made responsive by correction or withdrawal of the non- confirming deviation or reservation.

## 23 VALUATION AND COMPARISION OF BIDS

23.1 The Client will evaluate and compare only the Bids determined to be responsive.

23.2 The Client reserves the right to accept or reject any variation, deviation, or alternative offer. Variation, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Client shall not be taken into account in Bid evaluation.

## 24 CONFLICT OF INTEREST

24.1 **No Current or Prior Conflict of Interest.** That the Bidder has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this RFP.

24.2 **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this RFP/Agreement, the Bidder shall immediately inform the client in writing of such conflict.

24.3 **Termination for Material Conflict.** If, in the reasonable judgment of the client, such conflict poses a material conflict to and with the performance of Bidder's obligations under this Agreement/RFP, then the Client may terminate the Agreement immediately upon written notice to Bidder; such termination of the Agreement shall be effective upon the receipt of such notice by Bidder and the PBG/EMD will be forfeited.

## 25 DISQUALIFICATION

Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process if the bidder: -

- (i). Has not submitted the bid in accordance with the bidding document.
- (ii). Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- (iii). During validity of the bid or its extended period, if any, increases his quoted prices.

- (v). Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- (vi).Has submitted the bid after due date and time.
- (vii). Has offered lesser number of resources than that is required for a service category.
- (viii).Is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- (ix).Has submitted bid which is not accompanied by required documentation and EMD.
- (x). Has failed to provide clarifications related thereto, when sought.
- (xi). Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- (xii).Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

**26. EVALUATION OF FINANCIAL BIDS**

The Client will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has acquired highest score after the bid evaluation process considering Technical score and financial scores, provided that such Bidder has been determined to be eligible in accordance with the provisions of section 1.

**27. NEGOTIATIONS**

- 27.1 As a general rule, negotiations after opening of bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as when the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.
- 27.2. Negotiations shall not make original offer of the bidder ineffective.
- 27.3 In case the lowest/ best bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tendering authority may decide to make a written counter offer to the lowest/ best bidder. If the lowest/ best bidder does not accept the counter offer given by the tendering authority, the tendering authority may recommend for rejection of the bid or may repeat the process to make the same counter offer to second lowest/ best bidder and so on to third, fourth lowest/ best bidder, etc. till any bidder accepts it.

**F. AWARD OF CONTRACT**

**28. 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 acquired highest score after the bid evaluation process considering Technical score and financial scores, provided that such Bidder has been determined to be (a) eligible and (b) qualified.

**29. 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.

### **30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 30.1 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 by registered letter. This letter (hereinafter in the Conditions of Contract called the “**Letter of Award**”) 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**”).
- 30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Bank Guarantee.
- 30.3 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 Award (Notification of Award) by the successful Bidder.

### **31 PERFORMANCE BANK GUARANTEE**

- 31.1 Within **14 days** of receipt of the Letter of Award, the Successful Bidder shall submit the Letter of Acceptance to the client and 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 Secretary/ TSERC, Hyderabad

**(or)**

Bank Draft, in favor of Secretary/TSERC payable at Hyderabad drawn on any Nationalized Bank only.

- 31.2 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.
- 31.3 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.

### **32. CORRUPT OR FRAUDULENT PRACTICES**

- 32.1 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:
  - (i) **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
  - (ii) **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.
  - (iii) 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.
  - (iv) 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 TSERC contract.

- (v) 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.

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

### **33. MONITORING OF CONTRACT**

The bidder shall ensure that the required Man power as per the contract are deployed.

- 33.1 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.
- 33.2 Any Change in the constitution of the firm, etc. Shall be notified forth with by t h e 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.
- 33.3 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.
- 33.4 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.

### **34 RIGHT TO VARY NUMBER OF RESOURCES**

- 34.1 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 34.2 below and the same will be done with the consent of the client.
- 34.2 Unless otherwise specified in the bidding document, if the order is placed up to **35%** 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.
- 34.3. 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.

### **35 RESPONSIBILITIES OF THE MAN POWER OF CONSULTANCY SUPPORT FIRM**

35.1 The deployed man power of the Bidder will maintain office decorum. They will be courteous, polite and cooperative.

35.2 The deployed manpower will adhere to the office timings of the Client and follow all

rules, regulations and policies as decided by TSERC.

- 35.3 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 TSERC. They will use all equipment only for the purpose of carrying out their legitimate business of TSERC and will not put to any other use. For any damages, the extent of damage as decided by TSERC will be final.
- 35.4 The designated man power will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award;
- 35.5 The designated man power will need to be able to work efficiently with senior management and officers of TSERC;
- 35.6 The designated man power will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- 35.7 The designated man power shall bring their own laptops and data card for carrying out their activities.
- 36. RECOVERIES FROM CONSULTANCY SUPPORT FIRM**
- 36.1 Recovery of liquidated damages and penalties shall be made from bills and/ or the first available opportunity.
- 36.2 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.
- 36.3 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.
- 37 RE-INVITATION OF TENDERS/ BIDS**
- 37.1 Re-invitation of bids would generally be avoided by the tendering authority.
- 37.2 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.
- 38. 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.

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**SECTION – 2 - ANNEXURES**

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 letter head)  
From: (Name of Firm)

[Location, Date]

To:  
**Secretary<sup>[FAC]</sup>,  
TSERC, #11-4-660,  
5th Floor, Singareni Bhavan  
Red Hills, Hyderabad – 500 004  
Email [secy@tserc.gov.in](mailto:secy@tserc.gov.in)  
Phone 040 23397625**

Reference: RFP No. \_\_\_\_\_ : Dated: \_\_\_\_\_

**Subject: Providing with " Consultancy Support on Retainership Basis in Regulatory and other related Matters for TSERC"- Technical Bid**

Dear Sir/ Madam,

We, the undersigned, offer to provide the "**Consultancy Support on Retainership Basis in Regulatory and other related Matters for TSERC**" 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.

TSERC 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 SERC 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 Secretary/SERC	Location of assignments	Duration of the assignments	Value of works executing/executed

PLACE:

DATE:

BIDDER COMPANY SEAL

SIGNATURE OF AUTHORISED  
SIGNATORY (BIDDER)

NAME IN FULL

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	Experience with bidder	Reference page no of complete details in document
1.						
2.						
3.						
4.						

The experience & qualification of the resources shall be supported by the relevant supporting documents. The bids submitted with no relevant supporting documents for qualification of resources shall be made non-responsive

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**

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

**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.]

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of

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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.]

**Experience in Assisting Central/State Electricity Regulatory Commissions**

[Starting with the recent experience working with the ERCs, list all the relevant experiences and various projects worked in with client references]

**Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Date:**

**[Signature of staff member and authorized representative of the Firm] Day/Month/Year**

Full name of staff member: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address: \_\_\_\_\_

**Annexure II**  
**ELIGIBILITY CRITERIA REFERENCES**  
(To be enclosed with the technical bid)

**1. Turnover of the Bidder**

Name of the Bidder	Turnover of the Bidder		
	2016-17	2017-18	2018-19

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:

BIDDER COMPANY SEAL

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

## 2. Net worth

Name of the Bidder	Net-worth of the Bidders		
	2016-17	2017-18	2018-19

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:

BIDDER COMPANY SEAL

SIGNATURE OF AUTHORISED  
SIGNATORY (BIDDER)

NAME IN FULL

DESIGNATION /

STATUS IN THE FIRM

ADDRESS OF BIDDER

### 3. 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.	<b>Details</b> 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 ERCs 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 blacklisted by the ERCs 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,  
**Secretary<sup>[FAC]</sup>,**  
**TSERC, #11-4-660,**  
**5th Floor, Singareni Bhavan**  
**Red Hills, Hyderabad – 500 004**  
**Email secy@tserc.gov.in**  
**Phone 040 23397625**

<Bidder employee Name>\_\_\_\_\_<Designation>\_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the company/firm \_\_\_\_\_ in dealing with Bid of reference < Bid reference No & Date of tender floated> \_\_\_\_\_. He is also authorized to attend meetings & submit pre-qualification; technical & financial information as may be required by you in the course of processing the above said Bid. For the purpose of validation, his/ her verified signature is as under.

Thanking you,

Name of the Bidder: -  
Authorized Signatory: -  
Seal of the Organization: -  
Date:  
Place:

Verified Signature:

**Annexure IV**  
**SELF-DECLARATION – NO BLACK LISTING**  
(To be enclosed with the technical bid)

To,  
**Secretary<sup>[FAC]</sup>,**  
**TSERC, #11-4-660,**  
**5<sup>th</sup> Floor, Singareni Bhavan**  
**Red Hills, Hyderabad – 500 004**  
**Email [secy@tserc.gov.in](mailto:secy@tserc.gov.in)**  
**Phone 040 23397625**

In response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for Providing qualified and competent resources to set-up a Composite Team for providing **Consultancy Support on Retainership Basis in Regulatory and other related Matters for TSERC** 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 ERC 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 ERC 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:

**Secretary<sup>[FAC]</sup>,**  
**TSERC, #11-4-660,**  
**5<sup>th</sup> Floor, Singareni Bhavan**  
**Red Hills, Hyderabad – 500 004**  
**Email [secy@tserc.gov.in](mailto:secy@tserc.gov.in)**  
**Phone 040 23397625**

Reference: RFP No. \_\_\_\_\_: Dated: \_\_\_\_\_

**Subject: Providing with the Consultancy Support on Retainership Basis in  
Regulatory and other related Matters for TSERC-  
Financial Bid.**

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.

TSERC 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 Consultancy Support on retainership basis in regulatory and other related matters for TSERC”**

To  
Secretary<sup>[FAC]</sup>,  
TSERC, #11-4-660,5<sup>th</sup> Floor, Singareni Bhavan,  
Red Hills, Hyderabad – 500 004,Email [secy@tserc.gov.in](mailto:secy@tserc.gov.in)  
Phone 040 2339762

S.No	Type of resource	No.of Resource*	Man month rate (Rs)	Total month (in fig)	Total Amount per annum (in fig) (Rs)	Total amount per annum (in words) (Rs)
		(a)	(b)	(c)=(a)x(b)	(d)= (c)x12	
(1)	Senior Resource					
(2)	Junior Resource					
(3)	Total ((1)+ (2))					
(4)	Tax Applicable which is GST @ 18% (9% CGST & 9% SGST) (18% X (3))					
TOTAL CONTRACT PRICE ((3) + (4))					**	

**\*Minimum resources** required are **one Senior Resource** and **two Junior Resources**

**\*\* The value obtained in this cell has to be entered in EProcurement Platform**

**Note- In EProcurement platform,** Number of Posts will be displayed as 1 (one), which implies **the bidder shall treat his proposed team composition as One** (i.e. No. of Junior Resources (+) (Plus) No. of Senior Resources all put together allocated by the bidder for the scope of work in this RFP should be treated as One Post).

**In EProcurement platform,** against the tab “**Salary Proposed Per Candidate Per Month**”, the bidders are requested to enter the value **Total Contract Price per annum** and the detailed breakup of the rates for resources shall be submitted to TSERC 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 other expenses. Any variation in taxes (either increase or decrease) during the contract period is to the account of TSERC

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

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:**

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RFP Notice No. \_\_\_\_\_ Dated \_\_\_\_\_

**Name of Person(s) Representing the Bidder Company/ Firm:**

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

**Query / Clarification Sought:**

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

**Note:** - Queries must be strictly submitted only in the prescribed format (DOC or PDF) through email or printed form on or before **7 days prior to the last date of bid submission**. Queries not submitted in the prescribed format and received after due date will not be considered/ responded at all by the tendering authority. Pre-bid meeting will be held at TSERC, Hyderabad.

**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 TSERC, 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 Letter Of Acceptance submitted by the Successful Bidder.

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 a claim period \_\_\_\_\_.

**1. 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

**2. Conditions subsequent to be satisfied**

2.1 Performance Bank Guarantee

- a. Within **14 days** of receipt of the Letter of Award from the Client, the Successful Bidder shall submit the Letter of Acceptance to the client and 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 Letter Of Award.**

Performance Bank Guarantee in the form given in Section - 2 in favor of Secretary/TSERC

**(or)**

Bank Demand Draft, in favor of Secretary/TSERC 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.**

2.2 Scope of Work

Scope of work to be carried out for both the TSERC shall be as under:

**The scope of the assignment for the Consultants shall be analysis of ARR and FPT filings including all calculations, workings complete with Revenue Model and Tariff Model and preparation of detailed Draft and Final Tariff Orders as given below:**

**A. Generation Tariff determination for 4<sup>th</sup> control period with Tariff for FY 2020-2021 to be effective from 1<sup>st</sup> April 2020, as per TSERC Regulation No. 1 of 2019 of TSGENCO stations and other Generating Stations.**

- Identifying the data deficiencies/gaps/inconsistencies, if any, and preparing deficiency notes for each company.
- Examining and reviewing the subsequent submissions made by the company in response to the deficiencies raised by the Commission.
- Assistance in the public hearing and interactive meeting with different stakeholders as required by the Commission, processing and preparing analysis of the suggestions and objections filed and represented in public hearing and responses of the generating company and preparing a feed-back report for the Commission.
- Assistance in taking final view on the issues raised by the consumers, consumer groups and stakeholders in the light of provisions of the applicable Acts, Tariff Policy, National Electricity Policy, Regulations, past Tariff Orders of the Commission and the responses of the licensees/ companies on the same, rejoinders etc.
- An in-depth analysis of various cost components forming part of ARR including O&M Costs reflecting efficiency in the operations of the Company.
- A prudential / detailed appropriateness check of all ARR items with respect to costs in an efficiently managed Company.
- Calculation / Validation of all parameters under the fixed cost and Variable Cost components of ARR.
- Computation of Generation Tariff and preparation of Draft and Final Tariff Orders.
- Handing over of all spreadsheet working models like, O&M Model, Revenue Model and Tariff Model along with Final Tariff Orders both in hardcopy and soft copy.
- Assist the Commission on issues arising after issue of Tariff order if any and follow up and assistance in the Appellate Tribunal/High Court/Supreme Court in the event of review/approval filed, if any.

**B. Transmission & SLDC Tariff determination for 4<sup>th</sup> Control Period:**

**The scope of the assignment for the Consultants shall be analysis of ARR and FPT filings of Licensees including all calculations, workings complete with Revenue Model and Tariff Model and preparation of detailed Draft and Final Tariff Orders (Transmission & SLDC) as given below:**

**ARR and FPT for Transmission network for 4<sup>th</sup> control period with Tariff for FY 2020-21 to be effective from 1<sup>st</sup> April 2020, as per erstwhile APERC Regulation No. 5 of 2005 as adopted by TSERC.**

- Identifying the data deficiencies/gaps/inconsistencies, if any, and preparing deficiency notes for each licensee/company.

- Examining and reviewing the subsequent submissions made by the licensees/companies in response to the deficiencies raised by the Commission.
- Assistance in the public hearing and interactive meeting with different stakeholders as required by the Commission, processing and preparing analysis of the suggestions and objections filed and represented in public hearing and responses of the licensee or generating company and preparing a feed-back report for the Commission.
- Assistance in taking final view on the issues raised by the consumers, consumer groups and stakeholders in the light of provisions of the applicable Acts, Tariff Policy, National Electricity Policy, Regulations, past Tariff Orders of the Commission and the responses of the licensees/ companies on the same, rejoinders etc.
- An in-depth analysis of various cost components forming part of ARR including O&M Costs reflecting efficiency in the operations of the licensee.
- A prudential / detailed appropriateness check of all ARR items with respect to costs in an efficiently managed utility including PGCIL Transmission Charges, SLDC Charges and POSOCO charges(interest on Security Deposit wherever specified)
- Calculation / Validation of all parameters under the fixed cost and Variable Cost components of ARR
- Analysis of investment plan in Transmission Network and calculation of function-wise allocation of costs for different years during the 4<sup>th</sup> Control period.
- Computation of Transmission Tariff and preparation of Draft and Final Tariff Orders
- Handing over of all spreadsheet working models like, O&M Model, Revenue Model and Tariff Model along with Final Tariff Orders both in hardcopy and soft copy.
- Assist the Commission on issues arising after issue of Tariff order if any and follow up and assistance in the Appellate Tribunal/High Court/Supreme Court in the event of review/approval filed, if any.

### **C. Wheeling Tariff determination for Distribution Business for 4<sup>th</sup> Control Period**

Identifying the data deficiencies/gaps/inconsistencies, if any, and preparing deficiency notes for each licensee/company.

- Examining and reviewing the subsequent submissions made by the licensees/companies in response to the deficiencies raised by the Commission.
- Assistance in the public hearing and interactive meeting with different stakeholders as required by the Commission, processing and preparing analysis of the suggestions and objections filed and represented in public hearing and responses of the licensee or generating company and preparing a feed-back report for the Commission.
- Assistance in taking final view on the issues raised by the consumers, consumer groups and stakeholders in the light of provisions of the applicable Acts, Tariff Policy, National Electricity Policy, Regulations, past Tariff Orders of the Commission and the responses of the licensees/ companies on the same, rejoinders etc.
- An in-depth analysis of Investment plans , resource plans as per filings
- Analysis of price escalation while estimating year wise investment plan
- An in-depth analysis of various cost components forming part of ARR including O&M Costs reflecting efficiency in the operations of the Licensee and benchmarking of O&M Costs.

- A prudential / detailed appropriateness check of all items of Project Cost for Calculation / Validation of all parameters
- Finalisation of voltage wise loss reduction trajectory & voltage Wise Wheeling Demand
- Computation of Wheeling Tariff and preparation of Draft and Final Tariff Orders
- Handing over of all spreadsheet working models like, O&M Model, Revenue Model and Tariff Model along with Final Tariff Orders both in hardcopy and soft copy.
- Assist the Commission on issues arising after issue of Tariff order if any and follow up and assistance in the Appellate Tribunal/High Court/Supreme Court in the event of review/approval filed, if any.

#### **D.Retail Supply Tariff determination for FY 2020-21:**

**The scope of the assignment for the Consultants shall be analysis of ARR and FPT filings of Licensees including all calculations, workings complete with Revenue Model, CoS Model and Tariff Model and preparation of detailed Draft and Final Tariff Orders (Retail Supply, Cross Subsidy Surcharge, Additional Surcharge and CESS) as given below:**

**Retail Supply ARR and FPT for FY 2020-21 including the True-up of Fuel and Power Purchase Cost for FY 2016-17, FY 2017-18, FY 2018-19 (as per Actual) and FY 2019-20 (Provisional basis) as per erstwhile APERC Regulation No. 1 of 2014 notified as Amendment to Regulation No. 4 of 2005 as adopted by TSERC.**

- Identifying the data deficiencies/gaps/inconsistencies, if any, and preparing deficiency notes for each licensee/company.
- Examining and reviewing the subsequent submissions made by the licensees/companies in response to the deficiencies raised by the Commission.
- Assistance in the public hearing and interactive meeting with different stakeholders as required by the Commission, processing and preparing analysis of the suggestions and objections filed and represented in public hearing and responses of the licensee or generating company and preparing a feed-back report for the Commission.
- Assistance in taking final view on the issues raised by the consumers, consumer groups and stakeholders in the light of provisions of the applicable Acts, Tariff Policy, National Electricity Policy, Regulations, past Tariff Orders of the Commission and the responses of the licensees/ companies on the same, rejoinders etc.
- An in-depth analysis of Category-wise consumption pattern (including Agricultural Consumption) and Load growth including Econometric Analysis for fixation of Compounded Annual Growth Rate (CAGR) over the Control Period to be reflected in the Business Plan of Licensees
- Calculation / Estimation of Voltage-wise T & D Loss in absolute terms in MU and in terms of percentage for computation of Power Purchase Requirement
- An in-depth analysis of Power Procurement Plan including monthly availability of energy, Merit Order Dispatch, Short Term Power Purchase requirement, and Power Purchase Cost.
- An in-depth analysis of various cost components forming part of ARR including O&M Costs reflecting efficiency in the operations of licensees.

- A prudential / detailed appropriateness check of all ARR items with respect to costs in an efficiently managed utility including PGCIL Transmission Charges and POSOCO charges (interest on Security Deposit wherever specified).
- Calculation / Validation of all parameters under the fixed cost and Variable Cost components of ARR
- Analysis of investment plan in Transmission and Distribution Network and calculation of function-wise allocation of costs for different years during the 4th Control period.
- Functionalization of all costs /ARR items to be adopted in the CoS Model for analysis with respect to Embedded Cost Methodology and Average Cost Methodology as stated in NTP and suggest a best Methodology for CoS.
- Creating options in the process of determination of Retail Supply Tariffs(RST) reflecting the Cost of Service with reference to National Tariff Policy
- Calculation of subsidy and Category-wise allocation of subsidy, if any, paid or committed to be paid every month by the State Govt.
- Preparation of Tariff Schedules and Schedule of Non-Tariff Charges (duly explaining such charges) for Press Release and for Gazette Notification of Tariff and Charges to be made effective with effect from 01-04- 2020
- Preparation of Tariff Schedules, Schedule of Non-Tariff Charges, Charts and Tables for all underlying calculations, Draft and Final Tariff Orders
- Handing over of all spreadsheet working models like, Revenue model, CoS Model and Tariff model along with Final Tariff Orders both in hardcopy and soft copy.
- Assist the Commission on issues arising after issue of Tariff order if any and follow up and assistance in the Appellate Tribunal/High Court/Supreme Court in the event of review/approval filed, if any.

**E.Tariff determination for NCE sources:**

- Levelized Generic Tariff for NCE sources for MYT 4<sup>th</sup> control period
- Project specific tariff for NCE sources

**F.Other related matters:**

7. Analysis of Resource Plans/Business Plans filed by the licensees and generation companies.
8. Formulation and/or amendment of regulations (as and when required by the Commission):
9. Processing of power purchase agreements
10. Legal advice in general and other matter specifically relating to any subordinate rules and regulations, as required under the Electricity Act, 2003
11. Compilation of various judgments related to Power Sector particularly under the provisions of the Electricity Act, 2003 issued by Hon'ble APTEL, Hon'ble High Courts and Hon'ble Supreme Court.
12. Appraisal to the Commission regarding important judgments issued by the different Courts.

The scope indicated above is tentative. However, actual scope of work may vary based on the requirements of TSERC.

## Approach and Methodology

- ❖ The Consultants shall propose a structured approach and methodology for analysis of ARR and FPT filings including all calculations, workings, complete with all models and preparation of detailed Draft and Final Tariff Orders under the scope of assignment for which they have expressed their interest to participate.
- ❖ They shall make presentations to the Commission on scheduled dates after the closing date of Request for Proposals (RFP), to be intimated by the Commission, on details of their approach and the methodology to be adopted for a particular assignment.
- ❖ They may also present previous experience including a specific case study if available relevant to the proposed assignment.
- ❖ They shall specify the time line with different stages of the assignment, name(s) of the expert Consultant(s) to be assigned at different stages of the assignment, content or index of deliverables (presentations or reports containing their analysis, comments and recommendations) to be submitted to the Commission at different stages of the assignment.
  - The scope indicated above is tentative. However, actual scope of work may vary based on requirements of TSERC. The team will work directly under the guidance of TSERC officials
  - The successful bidder has to complete the tasks within the assigned timelines and as per the requirement of the TSERC management
  - The Director/Partner of the Successful bidder shall monitor the work being done by the resources deployed and also attend the meetings with the TSERC management regarding the work progress.

### 3. Liquidated Damages

- 3.1 Except as provided under clause “Force Majeure”, if the successful Bidder fails to deploy the requisite manpower and providing of requisite services within the period specified in the Contract, the Client may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the conditions of the Contract Price for each week or part thereof of delay until actual deployment of the manpower and providing of requisite services, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Client may terminate the Contract pursuant to clause “Termination”.
- 3.2 The time specified for services in the RFP bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange manpower for deployment within the specified period.
- 3.3 The service provider shall request in writing to client giving reasons for extending the deployment period of manpower and providing requisite services if he finds himself unable to arrange requirement of award within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 15 days from such

occurrence but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained.

- 3.4 The client shall examine the justification of causes of hindrance in the execution of award and the period of delay occurred due to that and recommends the competent authority on the period of extension which would be granted with or without liquidated damages.
- 3.5 Normally, extension in deployment of manpower in following circumstances may be considered without liquidated damages:
- a. When delay has occurred due to occurrence of some unfortunate event to any of the selected manpower
  - b. When delay has occurred due to accident or demise of any of the selected manpower.
- 3.6 It shall be at the discretion of the client to accept or not to accept the selected Consultancy service firm after the expiry of the stipulated deployment period, if no formal extension in completion period has been applied and granted. The competent authority shall have right to cancel the contract with on the basis of contractual obligations not met.
- 3.7 In case of extension in the deployment of the manpower and services is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of monthly amount payable to the service category which the firm has failed to deploy: -

S. No	Condition	LD as % of amount of monthly payment due
a.	Delay up to 1 week of deployment of the team size	2.5 %
b.	Delay exceeding 1 week but not exceeding 2 weeks	5.0%
c.	Delay exceeding 2 weeks but not exceeding 3 weeks	7.5 %
d.	Delay exceeding 3 weeks but not exceeding 4 weeks	10.0%

(monthly payment/charges: It is the total contract price divided in to 12 months (Period of works))

**Note:** Fraction of a day in reckoning period of delay shall be eliminated if it is less than half a day.

- a. The maximum amount of agreed liquidated damages shall be 10% of the monthly amount of payment.
- b. If the successful Bidder requires an extension of time in completion of contractual obligation on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- c. Deployment period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the successful Bidder.

#### 4. Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- 4.1 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

4.2 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.

## 5. Payment Terms

### 5.1 Payment Clause

- a. TSERC shall make payment to the consultant as per following
  - i. 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 with certification of work	As accepted in the financial bid

ii. The invoice/bill should be submitted to the Secretary/TSERC along with certified copies 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)

iii. Payment shall be arranged through DDO/ TSERC after approval of Progress report by the Commission.

- b. 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.
- c. The currency or currencies in which payments shall be made to the consultancy service firm under this Contract shall be Indian Rupees (INR) only.
- d. All remittance charges will be borne by the selected bidder.
- e. In case of disputes, 20% of the amount shall be withheld and will be paid only after settlement of the dispute.
- f. Payment schedule for the bid will be on Pro rata basis after the computation and deduction of all applicable penalties.
- g. 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 within 30 working days from the date of receipt of monthly bills or on completion of each milestone.

### 5.2 Penalty Clause

#### **a. Penalty for wrong reporting or sub-standard quality check:**

- i. In case if it has been observed that the consultant has given wrong report regarding the execution/completion of work, a penalty amount of 50% of the monthly bill amount for that particular month will be levied on the consultant. In case there will no monthly bill then the same penalty will be calculated on payment (made/scheduled) for that particular milestone for which wrong report was given.
  - ii. The penalty per resource would be imposed in case of exit/replacement of resource without the consent of client from the project within below mentioned period starting from the date of deployment of respective resource:
    - i. Within 6 months- Rs. 1,00,000 (Rupees One Lakh)
    - ii. After 6 months- Rs. 50,000 (Rupees Fifty Thousand)
- b. Penalty for absence:** In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (per day payment for a senior/junior 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 respective resources deployed. 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.

### **5.3 Other important terms & conditions**

- a. All resources deployed will compulsorily mark their entry and exit as per the directions/policy of TSERC.
- b. The Resources would be stationed in TSERC for the entire contract period. The Resource has to follow the working days and Holidays of Government of Telangana. However, resource has to be available on a holiday if so is required by Client. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- c. Resource shall have to seek prior approval of Client before leaving headquarter, even if it is on a holiday.
- d. The data pertaining to the Client will be handed over to the clients after completion of the contract period.
- 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/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.

## **6. Force Majeure**

- 6.1 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.

- 6.2 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.
- 6.3 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.
- 6.4 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.

## **7. Termination**

### **7.1 Termination for Default**

- a. The tender sanctioning authority of TSERC 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.
- b. If TSERC terminates the contract in whole or in part then amount of Performance Bank Guarantee (PBG) and due payments, if any, will be forfeited.

### **7.2 Termination for Insolvency**

TSERC 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 TSERC.

### **7.3 Termination for Convenience**

- a. TSERC, 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.
- b. Either the successful bidder or the client can terminate the contract at any time on one month written notice to each other

## **8. Dispute Resolution**

- 8.1 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.

8.2 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.

8.3 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.

## 9. Change Orders and Contract Amendments

9.1 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.

9.2 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.

9.3 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.

## 10. Notices

10.1 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.

10.2 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> 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 TSERC in the said terms and conditions, the <tendering authority> will through 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.

6) 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.

7) 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  
behalf of

Bidder/ bidder

Designation:

Date:

Witness No.1

Witness No.2

Signature for and on

**<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) (hereinafter 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) (hereinafter 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 withdraws 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 \_\_\_\_\_(the date 120 days later than bid submission date) with an additional claim period of One-month period i.e. up to \_\_\_\_\_(claim period date), and any demand in respect thereof should reach the Bank not later than the above claim period 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,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Against contract vide advance 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 fulfilment 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 enforceable 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.

WITNESS NO. 1

Representative

-----

(Signature)

Full name and official  
and Address (in legible letters)  
with Bank stamp

Authorized Bank

-----

(Signature)

Full name, designation  
Address (in legible letters)

WITNESS NO. 2

-----

(Signature)

Full name and official

Address (in legible letters)

Attorney as per power of

Attorney No.....

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: