



TELANGANA ELECTRICITY REGULATORY COMMISSION

Vidyut Niyantran Bhavan, G.T.S Colony, Kalyan Nagar, Hyderabad- 500 045

TENDER SPECIFICATION

Tender No. T-01/2025

Bids are invited from reputed audit firms to carry out intensive audit, in compliance with the directions of the Hon'ble APTEL given in order dated 12.09.2025 passed in petition OP No. 01 of 2025, to ascertain the circumstances in which Distribution Companies of Telangana viz. TGSPDCL and TGNPDCL (State owned distribution licensees of the Telangana State) operated and functioned even without receiving the part of subsidy amount committed by the Government of Telangana for the period from FY 2015-16 to FY 2023-24.

Date of publication of tender	:	14.11.2025
Last date to submit queries, if any	:	20.11.2025 05:00 pm
Last date of submission of tender	:	04.12.2025 05:00 pm
Date of opening of Technical Bids	:	05.12.2025 12:00 pm
Date of opening of Financial Bids	:	08.12.2025 03:00 pm

Tender document is available on the TGERC website (<https://www.tgerc.telangana.gov.in/>)

**Commission Secretary
TGERC**

INDEX

Section-1	Instructions to Bidders
Section-2	Terms of Reference
Section-3	Technical Proposal Formats
Section-4	Financial Proposal Form

SECTION-1: INSTRUCTIONS TO BIDDERS

TERMS AND CONDITIONS

1. INTRODUCTION

Hon'ble APPELLATE TRIBUNAL FOR ELECTRICITY (APTEL) vide various orders passed OP No. 1 OF 2025 & IA No. 1280 OF 2025 & IA No. 1281 OF 2025 & IA No. 1290 OF 2025 & IA No. 1291 OF 2025 has directed this Commission to carry out an intensive audit of the Distribution Companies.

Owing to this, the Commission has decided to obtain the services of competent audit firms to carry out an intensive audit for the tasks listed in **Section-2** of this document. The Commission wishes to select reputed audit firms by inviting bids from interested and eligible parties, who will be required to submit detailed technical and financial bids, quoting for carrying out the tasks listed in Section-2. These proposals will form the basis for any contract between the firm and the Commission.

In order to satisfactorily establish their competence, suitability and competitiveness for executing the assignment, the Bidders should provide information sought herein. The cost of preparation of bid and negotiating the contract including the visits to this Commission for such purposes shall be borne by the bidders themselves.

The bidders must fully acquaint themselves with local conditions and take these into account in preparation of their bids. **The bidders are also advised to acquaint themselves with orders passed by Hon'ble Supreme Court Writ Petition (C) 104 of 2014 and by Hon'ble APTEL in petition number OP No. 01 of 2025 to have idea of the volume/nature of the work.**

The Commission is not bound to accept any of the bids submitted and reserves its right to cancel any or all of the bids without assigning any reasons, whatsoever it may be.

2. QUALIFICATION AND ELIGIBILITY REQUIREMENT

i. The invitation of bid is open to registered Chartered Accountancy firms with at least 10 years of experience:

- a. At least 3 assignments in the last seven (7) years from the date of publication of this tender involving audit/internal audit of any utilities engaged in generation/transmission/distribution of electricity (cumulative value \geq 10 lakhs for such assignments)
- b. Average turnover of at least Rs. 50 lakhs during the preceding three (3) financial years.
- c. Not currently engaged/involved/assigned/appointed in any capacity in the TGDISCOMs presently and during three (3) preceding financial years.
- d. If selected, shall not take up any engagement/involvement/assignment/appointment in the TGDISCOMs till the completion of this assignment.
- e. Not blacklisted or debarred in the three (3) preceding financial years.
- f. Should have office/establishment in Hyderabad.

ii. Criteria for minimum manpower:

The firm should have at least 10-member team on regular payroll. The firm is required to give details of such team members in the **Annexure – II**.

iv. List of essential documents to be submitted:

- a. Firm Profile and Registration
- b. Turnover particulars
- c. Similar Assignment List (Annexure I)
- d. CV of key personnel
- e. Conflict of Interest declaration and declaration regarding blacklisting (Section 3)
- f. Self-attested copy of Firm's PAN card and GST Registration

3. DISQUALIFICATION

i. Any such Firms, who have been awarded work of providing audit services to TGDISCOMs are advised not to submit bid as same will disqualify the firm due to conflict of interest. Any firm which has participated in bidding process initiated by TGDISCOMs may submit bid for present work. Bid submitted by such firms shall only be considered, if audit related work is not awarded by TGDISCOMs.

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2

ii. Offer by consortium shall not be considered.

iii. Bidders are required to submit only one bid. In the event, any firm submits multiple bids then all the offers submitted by such firm shall be rejected.

4. INSTRUCTIONS TO THE BIDDERS

For clarification on any aspect of this tender, 'Bidders' should send their queries in writing by 20.11.2025. Clarification on the same shall be conveyed in writing and shall also be uploaded on the website of the Commission for information to all interested parties. Further, it is clarified that all such clarifications shall be treated as part of the Bid Documents.

The financial bids should specify the amount quoted inclusive of all costs, fees, taxes, etc. as stipulated in Section-4 of this document. No amount other than the total cost as referred in Section-4 shall be payable. Tax at source shall be deducted as per applicable laws.

5. BID SCHEDULE

Bid processing schedule shall be as mentioned on the cover page. However, the TGERC reserves the right to extend any scheduled date, by issuing corrigendum. Bids received after the scheduled date & time shall not be considered for opening.

6. AMENDMENT IN DOCUMENT

At any time, prior to the scheduled date or amended schedule date for submission of the bid proposals, TGERC reserves the right to add/modify/delete any portion of this document, except Clause – 2 which is related to eligibility and qualification criteria, by issuing an amendment on the TGERC's website. Any amendment issued by TGERC shall be binding on all bidders. Hence, it shall be the responsibility of the bidders to keep themselves updated with about all new developments such as clarifications/ additions/ deletions/ amendments, etc.

7. ADDRESS FOR CORRESPONDENCE

Interested and eligible bidders may submit their offer at the office address of TGERC as under:

Commission Secretary
Telangana Electricity Regulatory Commission (TGERC)
Vidyut Niyantran Bhawan
GTS Colony, Kalyan Nagar
Hyderabad- 500 045
Email: secy@tserc.gov.in ; secy-tgerc@telangana.gov.in

Tender document is available on the TGERC website (<https://www.tgerc.telangana.gov.in/>).

8. SUBMISSION OF BID

The bidders are requested to submit technical and financial bids in duly super-scribed separate sealed envelopes. Both these sealed envelopes shall be placed in an outer main envelope. The bids shall be printed/typed or written in indelible ink and each page of the document shall be initialled by the bidder. Only authorised person shall be permitted to sign the bid documents. If any corrections or overwriting are found in the bid document which includes price bid, then such bids shall be disqualified from the bidding process.

The main Envelope, should be Super-scribed as “BIDS FOR AUDIT SERVICES TO TGERC–TENDER NO T-01/2025”. The main envelope shall carry/contain three separate sealed envelopes and each of the three envelopes shall be as detailed below:

8.1 First envelope - 'Payment of processing Fees & EMD': The first envelope should contain the demand draft of Rs 5,000/- (Five Thousand only) towards non-refundable Processing fee and Rs 50,000/- (Rs Fifty Thousand only) towards Earnest Money Deposit (EMD) drawn on any of the Nationalised bank and payable at Hyderabad in favour of "Telangana Electricity Regulatory Commission, Hyderabad". This envelope be super-scribed as “PROCESSING FEE (NON-REFUNDABLE) AND EARNEST MONEY DEPOSIT”.

Any bid not accompanied with Processing Fee and Earnest Money Deposit in accordance with the above stipulation shall be rejected as being non-responsive.

8.2 Second envelope-'TECHNICAL BID': The second envelope should contain all documents required for verification of eligibility criteria and the firm's profile and also includes a notarised authorisation letter issued by a full time Director/ partner or owner of the firm in case of Single Person Company, on a non-judicial stamp paper of Rs 100/- indicating that the person(s) signing the bid has the authority to submit the bids.

8.3 Third envelope- 'FINANCIAL BID': The third envelope should contain the financial bid as prescribed in the Section – 4 of the tender. The bid evaluation shall be made on the basis of aggregate value for all the tasks. The segregated values will be used for billing and payment for completed assignment.

9. VALIDITY OF OFFER

The proposals must be valid for 120 days from the date of submission.

10. EVALUATION OF BIDS

i. Submission of Bids and evaluation thereof

The Bid must be submitted in the TGERC's office on or before the due date & time. Any bid received after the due date & time shall not be considered. Technical bids shall be opened on the date and time specified in the bid document in the presence of authorised representatives of the bidder or bidders, if they are present.

ii. Evaluation of Technical Bids

The Commission shall evaluate the technical bids and, its decision shall be final.

iii. Opening of Financial Proposal

After the evaluation of technical proposals is completed, TGERC shall shortlist the eligible bidder. The financial bids of only short-listed bidder shall be opened on the date and time as mentioned in the bid document or as amended by TGERC and in the presence of representative of the short-listed bidders, if they are present.

iv. Evaluation of Financial Proposal

The financial proposal shall be evaluated for the lowest price quoted by the bidder.

11. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the TGERC may, at its discretion, ask any bidder for clarification of his bid including break- up of unit rates.

12. CONTRACT AGREEMENT

The successful bidder through his authorised representative shall enter into a contract agreement with TGERC. Until a formal contract is executed, this bid, together with written acceptance thereof shall constitute part of the Contract.

13. TERMS OF PAYMENT

- (i) 25% payment after submission of draft report.
- (ii) 25% payment after submission of final report.
- (iii) 50% on acceptance of final report by the Commission.

2

14. RELEASE OF EMD

EMD of all bidders, excluding the successful bidder shall be released after the execution of contract agreement with successful bidder. EMD of successful bidder shall be refunded only after submission of Performance Bank Guarantee (PBG), which is equivalent to 10% of contract value. The PBG shall be valid for one year and same shall be released after successful completion of work to the satisfaction of the TGERC.

15. FACILITIES EXPECTED FROM TGERC

TGERC shall only provide, if required, suitable place in its office at Hyderabad along with access for using photocopying/printer facility and Wi-Fi facility free of cost.

16. LIQUIDATED DAMAGES (LD)

Time is the essence of the contract. Therefore, successful bidder shall be required to complete the assignment **within 90 days** of the issue of letter of award.

Any deviation from the agreed time line or delay in completion of the task to the satisfaction of the TGERC shall invite levy of LD @ 1% per week delay on entire value of contract subject to a maximum of 10% of contract value only if the delay is solely attributable to the audit firm.

17. CONFIDENTIALITY

The bidder selected for intensive audit shall ensure confidentiality of all documents and implement security measures for data handling. Disclosures require prior written approval from TGERC.

Confidential information does not include any information which:

- a. is rightfully known to the recipient prior to its disclosure.
- b. is independently developed by the recipient without use of or reliance on confidential information; or
- c. is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or
- d. which would be required to be disclosed under the (Indian) RTI Act.

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The firm may disclose confidential information:

- a. to its employees, directors and officers on a need-to-know basis, as required for performance of services, provided such employees, directors and officers are bound by confidentiality obligations;
- b. where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.

18. CORRUPT OR FRAUDLANT PRACTICES

- a. Bidders shall observe the highest standards of ethics during the execution of the contract.
- b. Any attempt to influence the evaluation process shall result in rejection of the bid and blacklisting.

19. TERMINATION, LIABILITY AND INDEMNITY

TGERC reserved the right to terminate the contract for non-performance or breach. The bidder selected is liable for the losses due to negligence or misconduct and shall indemnify TGERC.

20. GOVERNING LAW

The bidding process shall be governed by the laws of India and subject to the jurisdiction of courts in Hyderabad.

21. DISPUTE RESOLUTION THROUGH ARBITRATION

In case, a dispute is not amicably resolved within forty-five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (and any amendments thereto). The venue of such arbitration on India shall be **at Hyderabad**.

22. FORCE MAJEURE

Neither the TGERC nor the selected bidder(s) shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure comprising act of God, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo rebellion, revolution, insurrection, or military or usurped power, or civil war, riot, commotion, strikes, contamination by radio-activity from any nuclear fuel, or from any nuclear waste from

the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly acts or threats of terrorism that arises after the acceptance of the letter of award.


Commission Secretary
TGERC

SECTION-2: TERMS OF REFERENCE

TASKS FOR AUDIT SERVICE TO TGERC

Name of Task: Intensive audit to ascertain the circumstances in which Distribution Companies of Telangana viz. TGSPDCL and TGNPDCL (State owned distribution licensees of the Telangana State) operated and functioned even without receiving the part of subsidy amount committed by the Government of Telangana, for the period from FY 2015-16 to FY 2023-24.

Scope of Work: To carry out intensive audit to ascertain the circumstances in which Distribution Companies of Telangana viz. TGSPDCL and TGNPDCL (State owned distribution licensees of the Telangana State) operated and functioned without even receiving the part of subsidy amount committed by the Government of Telangana for the period from FY 2015-16 to FY 2023-24 based on the audited annual accounts, details of loans taken, support provided by the State Government in the form of equity/additional financial assistance/subsidy/loan, etc., and other supporting documents for carrying out audit. The scope of audit includes but not restricted to the following:

- a. Identify the shortfall in release of subsidy from the Government from FY 2015-16 to FY 2023-24 as per relevant orders issued by the Commission/G.O.'s from time to time.
- b. Identify the source of funding for functioning and continuation of operation without recovery of the shortfall of release of subsidy committed by the Government.
- c. Examination of relevant documents as may be felt necessary during the course of intensive audit.
- d. Preparation of interim and final reports with findings.

9

SECTION-3: TECHNICAL PROPOSAL FORMATS

PROPOSAL SUBMISSION FORM

To

The Commission Secretary
Telangana Electricity Regulatory Commission (TGERC),
Vidyut Niyantran Bhavan,
GTS Colony, Kalyan Nagar,
Hyderabad – 500 045.

Sir,

With reference to the Bid documents posted on website of the TGERC, we, having examined the Bid documents, hereby offer to provide the audit services as per the detailed scope of work and other conditions mentioned in the bid document.

2. In line with the requirement of the Bid Documents, we enclose herewith the following with the Bid Form:

(i) Processing Fee Rs. 5,000/- (Rs Five Thousand only) and Earnest Money Rs. 50,000/- (Rupees Fifty Thousand only) in the shape of demand draft bearing No. _____ dated _____ and No. _____ dated _____ respectively in favour of the Telangana Electricity Regulatory Commission, Hyderabad.

(ii) A notarised authorisation letter on a non-judicial stamp paper of Rs 100/- issued by authorised signatory for signing on the bid indicating that the person(s) signing the bid have the authority to sign the bid and that the bid is binding upon the firm during the full period of its validity.

3. It is certified that we are not in any way engaged/involved/assigned/appointed in any capacity in the TGDISCOMs presently and during three (3) preceding financial years.

4. It is certified that we have gone through the tender document carefully and commit our-self to abide by the terms and conditions laid therein.

5. Until a formal contract is prepared and executed between us, this bid, together with our written acceptance thereof shall constitute a Bid contract between us.

6. We are of the understanding that the TGERC is not bound to accept the lowest or any bid, you may receive.

7. It is certified that we are not blacklisted / barred by any of the Central / State Government departments/ agencies, CERC / SERCs.

8. We, hereby, also declare

(i) That only the persons or firm interested in this proposal as Principals are named here and that no persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us,

(ii) That this proposal is made without any connection with any other person, firm or party,

(iii) That submitting this proposal is in all respects for and in good faith, without collusion or fraud.

Thanking you,

Yours' faithfully,

(Authorised Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

Date:

Place:

(Bidders may note that no prescribed proforma has been enclosed for Power of Attorney and Bidders may use their own proforma for furnishing the required information with the Bid.)



SECTION-4: FINANCIAL PROPOSAL FORMATS

FINANCIAL PROPOSAL SUBMISSION FORM

To

The Commission Secretary
Telangana Electricity Regulatory Commission (TGERC),
Vidyut Niyamtran Bhavan,
GTS Colony, Kalyan Nagar
Hyderabad – 500 045.

Sir,

We, the undersigned, offer our financial proposal to provide the audit services for the scope of work mentioned in this bid document and also considering other terms and conditions mentioned therein. Our Financial Proposal in respect of various items is as under:

Sl. No.	Particulars	Amount
1	To carry out intensive audit to ascertain the circumstances in which Distribution Companies of Telangana viz. TGSPDCL and TGNPDCL (State owned distribution licensees of the Telangana State) operated and functioned even without receiving the part of subsidy amount committed by the Government of Telangana for the period from FY 2015-16 to FY 2023-24.	
2	GST as percentage	
3	GST as amount	
4	Total (1+3)	

Total in words: _____

This amount is firm and inclusive of all. No price variation and extra payment will be claimed in excess of this amount except for variation in applicable taxes. I/We understand that Tax Deduction at Source shall be made as per applicable rules.

We also understand that payment for the audit service work shall be done as per the payment terms mentioned in clause – 13 of Section – 1.



Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, until the expiry of the validity period of the proposal. Each page of the proposal has been signed by the authorised signatory.

We understand you are not bound to accept any proposal; you receive.

Thanking you,

Yours' faithfully,

(Authorised Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

Date:

Place:

2.

ANNEXURE-I

SERVICES CARRIED OUT IN LAST THREE YEARS

(Using the format below, provide information on each reference assignment separately for which your firm/entity, was legally contracted)

USE SEPARATE SHEET FOR EACH ASSIGNMENT

Job Description*	
Name of Client and Address	
Order Reference (No./Date)	
Duration of Assignment	
Start (Month/Year)	
Completion (Month/Year)	

* Necessary documentary evidence shall be provided.

(Authorised Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

9
2

ANNEXURE-II

DETAILS OF THE PROFESSIONAL STAFF ON THE PAY-ROLL OF THE FIRM

SL. NO	NAME	POSITION	QUALIFICATION	EXPERIENCE

(Authorised Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

1/2