

FORUM OF REGULATORS (FOR)

**C/o: Central Electricity Regulatory Commission
1st Floor, Chanderlok Building, 36, Janpath,
New Delhi – 110 001, Tel : 23753920/ Fax : 23753923**

'FOR' invites sealed quotations from reputed Consultancy firms by 27.03.2015 upto 1500 Hrs. for "Engagement of Consultant for conducting a study on Review of functioning of CGRF & Ombudsman". Detailed Terms of Reference (ToR) are available on the website of "FOR" i.e. www.forumofregulators.gov.in

Executive Secretary(FOR)

FORUM OF REGULATORS (FOR)

REVIEW OF FUNCTIONING OF CONSUMER GRIEVANCE REDRESSAL FORUM & OMBUDSMAN

TERMS OF REFERENCE

1 Introduction

- 1.1 The Forum of Regulators (FOR) has been constituted by the Government of India under the terms of Section 166 (2) of the Electricity Act, 2003 (“the Act”). The Forum consists of the Chairperson of the Central Commission and the Chairpersons of the State Commissions. The Chairperson of the Central Commission is the Chairperson of the Forum of Regulators and secretarial assistance to the Forum is provided by the Central Commission. The Forum is responsible for harmonizing, coordinating, and ensuring uniformity of approach amongst the Electricity Regulatory Commissions across the country, in order to achieve greater regulatory certainty in the electricity sector.

FOR has been taking steps towards ensuring that the provisions in the Electricity Act, Policies and Rules, i.e., the National Electricity Policy (NEP) and Electricity Rules 2005 are well-implemented.

- 1.2 The Electricity Act, 2003 makes elaborate provisions which seek to protect the interests of consumers. The National Electricity Policy and the Tariff Policy framed under the Act reinforce its provisions. They stipulate a road map and action plan for various stakeholders in ensuring protection of consumers’ interests. In line with these provisions, the State Electricity Regulatory Commissions (SERC) have notified regulations for redressal of consumer grievances. Further, the States have institutionalized the mechanisms of grievance redressal, such as the Consumer Grievance Redressal Forum (CGRF) and the Ombudsman. Performance standards have also been specified delineating, inter alia, the requirements on quality of supply and service. A consumer advocacy system has been institutionalized in some States to educate consumers about their rights and obligations.

The FOR has been deliberating on issues specific to the protection of consumers’ interests on a regular basis. The FOR recognizes the need to review the steps taken in various States in operationalizing the CGRF and Ombudsman. For this purpose, the Forum proposes to engage a Consultant.

2. Objective

The study seeks to undertake review of functioning of CGRF's & Ombudsman in States

3.0 Scope of the work assigned to the Consultant:

3.1 The Consultant is required to assess the present status of CGRF & Ombudsman in the following areas, viz :-

- a. Tabulating status of establishment and composition of CGRF and Ombudsman in all States
- b. Analysis of functioning of CGRF & Ombudsman in 10 States
- c. Tabulate the number & nature of Consumer complaints handled by the CGRF and the Ombudsman; time taken for disposal of cases; pendency of cases; number of decisions in favor of and against consumers, etc
- d. Analysing the above information and based on the analysis, identifying the gaps, if any in the functioning of CGRF and Ombudsman vis a vis their role envisaged under the Act and the Rules & Regulations;
- e. Suggesting measures for strengthening the institution of the CGRF & Ombudsman
- f. Such other related analysis

3.2 The consultant is required to conduct the aforesaid study through planned surveys, questionnaires, field visits, case studies, analysis of feedback from the participants, etc in respect to 10 States.

4.0 Deliverables and duration of the Assignment:

4.1 The assignment shall be completed within a period of 90 days from the date of award of assignment:-

4.1.1 An inception report followed by presentation at the end of 15 days.

4.1.2 First & second reviews of progress of the study will be carried out at the end of 30 days and 45 days from the date of award of the assignment respectively.

4.1.3 The first draft report is required to be submitted at the end of 60 days from the date of award of assignment;

4.1.4 The revised draft after discussion with FOR secretariat followed by a presentation to be submitted at the end of 75 days

4.1.5 The final report to be submitted at the end of 90 days from the date of award of assignment.

5.0 Payment Schedule:

5.1 10% of the professional fees shall be payable as advance at the time of signing agreement/acceptance of the offer, subject to production of Bank guarantee for equal amount to be valid till end of the agreement.

5.2 15% of the professional fees shall be payable on submission of the inception report;

5.3 30% of the professional fees shall be payable on submission of draft report;

5.4 30% of the professional fees shall be payable on submission of the final report after incorporating suggestions/comments of the Forum; and

5.5 Balance 25% of the professional fees shall be payable (after adjusting advance, if any) on successful completion and acceptance of the final report by the 'FOR'.

6. Qualification/Experience Criteria:

6.1 The Consultant should have completed/assisted Regulators with atleast 3 assignments on various regulations/orders/assignments related to consumer issues (grievances redressal, performance based regulation etc) in the electricity sector.

6.2 The Consultant should be conversant with the working & role of Electricity Regulators.

7.0 Application and Evaluation Criteria:

7.1 The format of application is at **Annexure-I** and **Annexure-II**.

7.2 The Consultant is required to submit **two (2)** copies of bids for Technical offer (each of which will be treated as original) along with soft copy of the technical offer (read-only copy) in pendrive in a sealed envelope and also **one copy** of Financial offer, duly sealed in separate envelopes

7.3 Technical component will carry 70% weightage and Financial component 30% weightage.

7.4 The bids of the eligible bidders as per Clause 6 will be scrutinized by Consultancy Evaluation Committee (CEC) and shortlisted bidders will be called for interaction with the CEC (with a presentation to be restricted to 6 slides) and their technical performance will be evaluated based on the following criteria:

Technical Parameters	Score
The Consultants relevant experience for the assignment	30
Understanding of the issues and approach to be followed	30
The qualifications and experience of the key staff proposed	40
Total Technical Score	100

- 7.5 The minimum qualifying marks in the Technical Evaluation is 70% of the total score for technical component.
- 7.6 Only those bidders, who qualify technically as per Clause 7.5, would be considered for Financial Evaluation.
- 7.7 Weight for Financial Evaluation Proposal with the lowest quoted price will be given a financial score of 100 and other proposals would be given financial scores that are inversely proportional to their quotes.
- 7.8 The total score will be obtained by weighting the Technical and Financial scores.
- 7.9 Only successful bidder would be communicated the award of consultancy assignment.
- 7.10 The right to reject any or all bids rests with the FOR Secretariat without assigning any reason.
- 7.11 Both 'FOR' and the Consultant would have an option to terminate the contract by giving a notice of one month or the equivalent remuneration in lieu thereof. In such cases, the Consultant shall be paid fees after taking into consideration the part of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the 'FOR', and the decision of the 'FOR' shall be conclusive and binding. The fees so fixed and paid shall be deemed to be final payment in such cases.
- 7.12 The consultant shall abide with the contract as per **Annexure-III**.
- 7.13 The address for submission of the proposal and seeking clarification is given below

The Deputy Chief (Regulatory Affairs)

Forum of Regulators

C/o Central Electricity Regulatory Commission

1st Floor, Chanderlok Building

Janpath, New Delhi-110001

DETAILED PROPOSAL FOR STUDY

(TECHNICAL)

Two (2) copies of the proposal along with project summary to be submitted to Deputy Chief (Regulatory Affairs), CERC/FOR.

I. GENERAL INFORMATION:

01. Title of the Proposed Study:
02. Name and address of the Organization:
03. Name & Designation of the Key Person:
04. Contact address of the Key Person:
(e-mail/fax/telephone)
05. Net-worth/Turnover of the Organization:
06. PAN no. of the organization/institution

II. TECHNICAL SPECIFICATIONS:

07. i. Department(s) of the organization/Institution(s) where the study will be carried out

ii. Other department(s), if any, which will collaborate in this study

08. Brief review of the State-of-art in the field (National and International)

09. Detailed Approach & Methodology for undertaking the assignment

10. Facilities available for the proposed work in the applicant's organization/institution

11. Previous experience of the proposer in this or related field

12. Biographical sketch of the Study Team

(i) Name

(ii) Designation

(iii) Date of Birth

(iv) Education and Experience

(a) Academic Qualifications

Degree	University	Field(s)	Year

(b) Experience

Institution	Topic of work done	Period

(v) Field of major interest

(vi) Additional information (if any)

13. Capacity to impart training/transfer of knowledge

DETAILED PROPOSAL FOR STUDY

(FINANCIAL)

I. GENERAL INFORMATION:

01. Title of the Proposed Study:
02. Name and address of the Organization/Institution:
03. Name & Designation of the Key Person:
04. Contact address of the Key Person:
(e-mail/fax/telephone)
05. Net-worth/Turnover of the Organization/ Institution :
06. Certificate of authorization in case of Institutes/other organizations (Format enclosed at **Appendix-‘A’**).

II. Fee Proposed:

07. Amount of Fee proposed for:

Components	Basis	Amount (in Rs.)
(I) Consultant Charges		
(II) Misc./Others (if any)		
Total		

(The above amount is inclusive of taxes, levies etc.)

(RUPEES _____)

Signature of the Principal Investigator /
Head of the Study Team

CERTIFICATE

The undersigned agree to abide by the conditions of the grants and certify that available facilities for proposed work shall be extended to the investigator/study team.

Signature of Executive Authority
Investigator/of the Organisation

Signature of the Principal
Head of the Study Team

Name and Designation

Name and Designation

Date

Date

Signature of Co-investigator

Official stamp of

Name and Designation

Organization/Institution

Date

On Rs 50 Stamp Paper

AGREEMENT

This agreement made on this day of [here give the date of the agreement] at New Delhi BETWEEN [here give the Name and address of the consultant or Professional Expert] hereinafter referred to as “the consultant/professional expert” of one part and the **Forum of Regulators, C/o. Secretariat: Central Electricity Regulatory Commission, 3rd and 4th the Floor Chanderlok Building, 36 Janpath, New Delhi -110001** (herein after called "the FOR") of the other part.

WHEREAS

- (A) the FOR, on being satisfied that there is a need to appoint a **[Corporate consultant or Professional Expert]** for study on “**Review of functioning of Consumer Grievances Redressal Forum & Ombudsman**” invited quotations vide notice [here give the No and date of the notice]
- (B) the [consultant/Professional Expert] responded to the above notice and submitted his quotations vide his letter [here give the No and date of the quotation of the consultant]
- (C) the FOR, on scrutiny of the responses received in response to its above mentioned notice dated [here give the date of the notice inviting quotations] including the one received from the [consultant/professional Expert] has decided to engage the consultant/professional

expert for the above said assignment.

the consultant/professional expert has agreed, to take up the above said assignment

NOW THIS AGREEMENT WITNESSETH AS UNDER:

That the Parties to this Agreement have agreed to terms and conditions mentioned below:

1. Definitions:

- (i) "Confidential information" mean any and all information communicated to the consultant by the FOR duly marked so.
- (ii) "Person" shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person;
- (iii) "Secretary" means the Secretary of the FOR.

2. **Nature of work:** The consultant/professional expert shall be engaged as **[Corporate consultant or Professional Expert]** for the study on "Review of functioning of Consumer Grievances Redressal Forum & Ombudsman" in accordance with the Terms of Reference (**Annexure-I**) attached hereto and which shall be deemed to be a part of this agreement for all intents and purposes.

3. **Commencement and duration of assignment:** The above assignment shall commence with effect from [the date of this agreement] and shall be valid for a period of 90 days which may be extended with the mutual consent of the parties without any financial commitment.

4. Obligations of the consultant:

- (i) The consultant shall adhere to the time-frame specified in the Terms of Reference and submit the deliverables to the Secretary.
- (ii) The consultant shall make the presentations before the FOR as required by the Secretary.
- (iii) The consultant shall ensure that the interim and final findings of the study and the contents of his interim and final reports to the FOR are not disclosed to any

person unless expressly authorized by FOR.

5. Entitlements of the Consultant:

- (i) The consultant/professional expert shall be entitled to Rs. [Here give the amount payable and the schedule of payment and any other provision such as TDS, etc.]
- (ii) The consultant/professional expert shall be paid as per clause 5 of Terms of Reference (**Annexure-I**).
- (iii) The consultant/professional expert shall not be entitled to any other remuneration or reimbursement or perquisites or facilities.

6. Restrictive terms:

- (i) The consultant further affirms and confirms that the current assignment is not and shall not be, in conflict with any of its present obligations to any party with whom he/she/it has association.
- (ii) The consultant further affirms and confirms that he/she/it shall hold all Confidential Information in confidence and with the same degree of care he/she/it uses to keep his/her/it own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of FOR, disclose such information to any person for any reason at any time;
- (iii) The FOR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the consultant/ professional expert a compensation for the damages for violation by him/her/it of any of the terms of the agreement which shall be limited to the total fee of the assignment.

7. Termination of contract:

At the option of the FOR:

- (i) Without any notice: The assignment may be terminated by the FOR, any time, with immediate effect, under any of the following circumstances:
 - (a) It has come to notice that the consultant/professional expert has been convicted for an offence involving moral turpitude or unethical professional practices.

- (ii) With one month notice: The assignment may be terminated by the FOR, under any of the following circumstance, by giving one month's notice and after providing an opportunity to the consultant/professional expert to offer explanation:
- (a) It has come to the notice of the FOR that the consultant/professional has resorted to fraud or suppression of material information or submission of false information or unethical means to secure the assignment.
 - (b) It has come to the notice of the Forum that there is a material change in the circumstances of the Consultant based on which the assignment was awarded to the consultant/professional expert.
 - (c) The consultant/professional expert has failed, without any valid justification, to adhere to the time-frame specified by the FOR in the assignment.
 - (d) The consultant has violated any of the provisions of the agreement.

At the option of either parties

- (iii) Both the parties namely, the FOR and the Consultant/professional expert have the option to terminate the assignment by giving a notice of one month or the equivalent remuneration in lieu thereof.

8. Effect of termination: On pre-mature termination of the assignment, the FOR shall pay the consultant/professional expert, the remuneration for the work performed by him/her/it till the date of termination of the Contract.

Provided that in case of any dispute as to what is the entitled remuneration for the work the matter shall be referred to arbitration under the provisions of this agreement.

9. Notice Any notice between the parties shall be in writing and posted to the other party to the last known address.

10. Arbitration:

- (i) Any difference, dispute, claims which may arise between the parties hereto as to the construction or true intent and meaning of any of the terms and conditions herein contained or as to any payment to be made in pursuance hereof or as to any other matter arising out or as to any other matter arising out of or connected with or incidental to these presents or as to the rights, duties and obligations of any of the parties, such difference, dispute or claim shall be mutually settled amicably by arbitration through a sole arbitrator appointed by the FOR.
- (ii) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof. The venue of such arbitration will be Delhi/New Delhi.
- (iii) Arbitration shall be subject to English language.

11. Jurisdiction: In respect of any legal proceedings arising as a result of or relating to or incidental to this agreement, the courts in Delhi/New Delhi alone shall **have exclusive jurisdiction**

IN WITNESS WHEREOF, the Parties above named have executed this Agreement of the day, month and year mentioned hereinabove.

Signed by, [the consultant/Professional party or on behalf of] in the presence of

Signed by, on behalf of the FOR in the presence of