



FORUM OF REGULATORS (FOR)

**Sectt: Central Electricity Regulatory Commission
3rd & 4th Floor, Chanderlok Building, 36, Janpath,
New Delhi – 110 001, Tel : 23753920/ Fax : 23753923**

FOR' invites sealed quotations from reputed Consultancy firms by 08.04.2016 upto 1500 Hrs. for “Engagement of Consultant for conducting a study on Technical Committee for Implementation of Framework on Renewables at the State Level”. Detailed Terms of Reference (ToR) are available on the website of “FOR” i.e. www.forumofregulators.gov.in

Assistant Secretary (FOR)

FORUM OF REGULATORS

Engagement of Consultant by Forum of Regulators (FOR) to assist Technical Committee for Implementation of Model Regulations for Forecasting, Scheduling and Deviation Settlement of Wind & Solar generating stations at the State level

Terms of Reference (TOR)

1. Introduction:

- 1.1. The Forum of Regulators (FOR) has been constituted by the Government of India in terms of Section 166 (2) of the Electricity Act, 2003. The Forum consists of Chairperson of the Central Commission as Chairperson and the Chairpersons of the State and Joint Commissions as Members of the Forum. Secretarial assistance to the Forum is provided by the Central Commission. The Forum is responsible for harmonization, coordination and ensuring uniformity of approach amongst the Electricity Regulatory Commissions across the country, in order to achieve greater regulatory certainty in the electricity sector.
- 1.2. FOR has been taking steps towards facilitating large-scale grid integration of solar and wind generating stations while maintaining grid stability and security as envisaged under the Grid Code, through forecasting, scheduling and commercial mechanism for deviation settlement of these generators. In this direction, FOR endorsed draft Model Regulations for Forecasting, Scheduling and Deviation Settlement of Wind & Solar generating stations at the State level.
- 1.3. To ensure robust integration of renewables into the grid, CERC notified the Framework on Forecasting, Scheduling and Imbalance Handling for Variable Renewable Energy Sources (Wind and Solar)- for Regional Entities- on 7/8/15 and the Ancillary Services Operations Regulations, 2015, applicable on ISTS, on 19/8/15. CERC also issued a “Roadmap to operationalise Reserves in the country” on 13/10/2015, which laid out a timeline for operationalizing AGC and market based ancillary services in the country.
- 1.4. Further, Availability-Based-Tariff (ABT) has been a cornerstone of opening the entire Indian market to generators across the country. CERC has encouraged the states to adopt the same for commercial settlement. Clause 6.2 of the Tariff Policy emphasizing on ABT is reproduced below:

“A two-part tariff structure should be adopted for all long-term and medium-term contracts to facilitate Merit Order dispatch. According to National Electricity Policy, the Availability Based Tariff (ABT) is also to be introduced at State level. This framework would be extended

to generating stations (including grid connected captive plants of capacities as determined by the SERC). The Appropriate Commission shall introduce differential rates of fixed charges for peak and off peak hours for better management of load within a period of two years"

1.5. Given the variation in technical and commercial frameworks from one State to another, and to build capacity at the state level, a Technical Committee of States has been formed under the chairmanship of Shri A S Bakshi, Member CERC. This committee comprises Technical Members of State Commissions of renewable rich States, viz. Tamil Nadu, Gujarat, Rajasthan, Maharashtra, Andhra Pradesh, Karnataka and Madhya Pradesh. The Committee has been mandated to develop a roadmap for implementation of the following:

- a) Introduction/implementation of Availability-Based Tariff (ABT) framework at the State level as mandated in the National Electricity Policy & Tariff Policy;
- b) Deployment and implementation of Framework on Forecasting, Scheduling and Deviation Settlement of Wind & Solar generating stations at the State level
- c) Introduction of Ancillary Services and Reserves at the State level;
- d) Implementation of AGC and primary control within the States;
- e) Provide periodic reports to the FOR

1.6. FOR proposes to engage a consultant to assist the Technical Committee in discharge of its mandates.

2. Scope of the work assigned to the Consultant:

The Consultant shall assist the FOR Technical Committee in timely discharge of its responsibilities and pursue action items, as decided as per the aforementioned Terms of Reference of the Committee.

3. Deliverables and duration of the Assignment :

Duration of assignment shall be six months from the date of award of contract. The Consultant shall be required to:

- i. Overview the status of ABT in states and suggest ways to overcome constraints involved in implementation of ABT (where already notified); work in tandem with the Committee to evolve Model Regulation on ABT/ Deviation Settlement Mechanism (DSM) for States.

- ii. Assist with inputs on identifying challenges and suggest measures for implementation of State level Framework on Forecasting, Scheduling and Deviation Settlement of Renewables.
- iii. Assist with inputs on identifying challenges and suggest measures for implementation of State level Framework on Ancillary Services/Reserves.
- iv. Any other task required in pursuance of achieving the objectives of the Committee

The Consultant shall be required to submit a progress report to the Committee every month, or as directed by the Committee, including timelines for proposed deliverables.

4. Payment Schedule :

- a. 10% of the professional fee as advance of the total fee of the study at the time of signing agreement/acceptance of the offer, subject to production of Bank Guarantee for equal amount to be valid till the end of the agreement;
- b. 30% of the professional fee on submission of report for deliverable (i);
- c. 30% of the professional fee on submission of report for deliverable (ii);
- d. 30% of the professional fee on submission of report for deliverable (iii), at the end of the contract period.

5. Qualification/Experience Criteria :

- i. The bidder should have been associated with at least 5 (five) assignments in renewable energy sector in India in the past 3 years;
- ii. At least two of these assignments should have been undertaken at the State level;
- iii. Prior experience in drafting or evaluating ABT/DSM Regulations for any State would be desirable;
- iv. The bidder is expected to have complete knowledge of Electricity Act, 2003 as well as policies, Rules, Regulations and guidelines issued under the Act.

6. Application and Evaluation Criteria :

- i. The format of application is at **Annexure – I** and **Annexure – II**.
- ii. The bidder is required to submit two (2) copies of bids for Technical offer (each of which will be treated as original) along with soft copy (read only in a pen drive) and one copy of Financial offer, duly sealed in separate envelopes.
- iii. Technical component will carry 70% weightage and financial evaluation 30% weightage.
- iv. 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 (to be supplemented with a presentation not exceeding 6 slides). Their technical performance will be evaluated based on the following criteria:

Technical Parameters	Marks
The Consultant's relevant experience for the assignment	30
Understanding of the issues and approach to be followed	30
The qualifications and experience of the key staff (who would actually be working on the project) proposed	40
Total Technical Score	100

- v. The minimum qualifying marks in the Technical Evaluation is 70% of the total score for technical component.
- vi. Only those bidders, who qualify technically as per Clause 7(v), would be considered for Financial Evaluation.
- vii. 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 prices.

- viii. The total score will be obtained by weighting the Technical and Financial scores.
- ix. Only successful bidder would be communicated the award of consultancy assignment.
- x. The right to reject any or all bids rests with the FOR Secretariat without assigning any reason.
- xi. The 'FOR' and the Consultant both would have 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.
- xii. The consultant shall abide with the Contract as per **Annexure – III**.
- xiii. The address for submission of the proposal and seeking clarification is given below:

The Assistant Secretary

(Forum of Regulators),

C/o Central Electricity Regulatory Commission,

First Floor, Chanderlok Building,

36, Janpath, New Delhi – 110001

Ph: 91-11-23353503 Fax: 91-11-23753923

DETAILED PROPOSAL FOR STUDY
(TECHNICAL)

Two (2) copies of the proposal along with project summary to be submitted to Assistant Secretary, CERC/FOR.

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. 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)		
<i>Total</i>		

(The amount quoted is exclusive of statutory levies and taxes 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
Name and Designation
Date

Official stamp of
Organization/Institution

On 50 Rs. 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 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**] to assist Technical Committee for implementation of Model Regulations for Forecasting, Scheduling and Deviation Settlement of Wind & Solar generating stations at the State level.” 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.

(D) 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” means 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**] to assist Technical Committee for implementation of Model Regulations for Forecasting, Scheduling and Deviation Settlement of Wind & Solar generating stations at the State level.

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 6 months from date of award of contract 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 4 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/its 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 circumstances, 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