



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 30.01.2017 upto 1500 Hrs. for Engagement of Consultant for conducting a study on "Impact Assessment of Plan Assistance to the Forum of Regulators by the Ministry of Power during the 12th Plan Period". Detailed Terms of Reference (ToR) are available on the website of “FOR” i.e. www.forumofregulators.gov.in

Assistant Secretary (FOR)

Engagement of Consultant by Forum of Regulators (FOR) for conducting a study on “Impact Assessment of Plan Assistance to the Forum of Regulators by the Ministry of Power during the 12th Plan Period”

Terms of Reference (TOR)

1.0 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 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 The functions of the Forum as outlined in sub-rule (2) of Rule 6 of the Forum of Regulators Rules, 2005, notified under Electricity Act 2003 (EA 2003) are as under:
- a) Analysis of the tariff orders and other orders of Central Commission and State Commissions and compilation of data arising out of the said orders, highlighting especially the efficiency improvements of the utilities.
 - b) Harmonization of regulations in power sector.
 - c) Laying of Standards of Performance of licensees as required under the Act.
 - d) Sharing of information among the members of the Forum on various issues of common interest and also of common approach.
 - e) Undertaking research work in-house or through outsourcing on issues relevant to Power sector regulations
 - f) Evolving measures for protection of interest of consumers and promotion of efficiency, economy and competition in power sector.
 - g) Such other functions as the Central Government may assign to it, from time to time.
- 1.3 FOR has been taking steps towards ensuring that the provisions in the EA 2003 and the policies i.e. National Electricity Policy (NEP) and Tariff Policy are implemented. In discharge of its functioning and in furtherance to the objectives of the EA 2003 and

Policies, the Forum has conducted a number of studies and workshops on Capacity Building for the regulators and regulatory staff.

1.4 The Ministry of Power provides Plan Assistance to the Secretariat of the Forum for undertaking studies and Capacity Building Programmes (CBPs). The Secretariat of the Forum has conducted 20 studies and 14 CBPs during the Twelfth Five Year Plan period, i.e., from FY 2012-13 to FY 2016-17.

1.5 Hence, it is necessary to conduct an impact assessment of studies and CBPs conducted by the Forum and analyse whether these activities are in line with the functions of the Forum as outlined in sub-rule (2) of Rule 6 of the Forum of Regulators Rules, 2005.

2.0 Objective:

To conduct a comprehensive study on

- (i) Impact assessment of the Capacity Building Programmes undertaken by the Secretariat of FOR during the Twelfth Five Year Plan Period; and
- (ii) Impact assessment of the Studies conducted by the Secretariat of FOR during the Twelfth Five Year Plan Period.

3.0 Scope of the work assigned to the Consultant:

The consultant shall;

- i. Design parameters for impact assessment;
- ii. Conduct impact assessment vis-à-vis the objectives of the Forum;
- iii. Detailed analysis of feedback obtained from various State Electricity Regulatory Commissions (SERCs) and Joint Electricity Regulatory Commissions (JERCs) with regard to Capacity Building Programmes
- iv. Make recommendations to enhance the impact of Studies and Capacity Building Programmes conducted by the Secretariat of FOR; and
- v. Any other related issue.

4.0 Deliverables and duration of the Assignment :

The assignment shall be completed within a period of 120 days from the date of award of consultancy which shall be completed as per the timelines specified below:

Part 1: The consultant shall be required to complete the following activities:

- i. Submit an Inception report specifying the proposed methodology and make a presentation on the Inception report to FOR Secretariat by the end of 15 days from the award of the assignment;
- ii. Submit Progress Report – I specifying the parameters of the study by the end of 30 days from the award of assignment;
- iii. Based on feedback received from FOR Secretariat, the Consultant shall submit Progress Report – 2 by the end of 60 days from the award of the assignment; and
- iv. Submit a draft report on the study by the end of 90 days from the date of award of assignment

Part 2: Consideration by the Forum of Regulators

- v. On the basis of feedback of the Secretariat of FOR on the draft report of the study, the Consultant shall submit a draft version of the final report by the end of 100 days from the date of award of the assignment;
- vi. After incorporating the suggestions received on the draft final report, the consultant shall submit a revised version by the end of 110 days from the date of award of the assignment; and
- vii. Presentation before the Forum of Regulators and finalisation after incorporating the suggestions of FOR, if any, by the end of 120 days from the date of award of the assignment.

5.0 Payment Schedule :

- i. 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;
- ii. 15% of the professional fee on submission of the Inception Report;
- iii. 30% of the professional fee on submission of draft report;
- iv. 30% of the professional fee on submission of the final report after incorporating suggestions/comments of the Forum; and
- v. Balance 25% of the professional fee shall be payable (after adjustment of advance if any) on successful completion and acceptance of the final report by the “FOR”.

6.0 Qualification/Experience Criteria :

- i. The bidder should be a Consultancy Firm/Research Organization (including consortium & partnership) having experience of working with Statutory Bodies and /or Utilities;
- ii. The bidder should be conversant with the working and role of Regulators and regulated entities in the power sector;
- iii. The bidder should have completed at least 3 (three) assignments on issues related to impact assessment of SERCs/CPSUs/other regulatory bodies;
- iv. An assignment on any of the issues necessarily means it should have been legally executed between two different contracting organisations / institutions for a financial consideration. Case studies , unless they satisfy the above requirement on any of the issues will not be qualified as assignments ;
- v. Bidder should support their experience with completion certificate/agreement executed, without which the same will not be considered as valid; and
- vi. The bidder is expected to have complete knowledge of Electricity Act, 2003 as well as policies, Rules, Regulations and guidelines issued under the Act.

7.0 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 (in word format 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	40

Technical Parameters	Marks
working on the project) proposed	
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),
 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, 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
 - (v) No. of man hours/days to be spent on the assignment:

(a) Academic Qualifications

Degree	University	Field(s)	Year

(b) Experience

Institution	Topic of work done	Period

- (vi) Field of major interest
- (vii) 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 (₹)
(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. 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**] for study on “**Impact Assessment of Plan Assistance to the Forum of Regulators by the Ministry of Power during the 12th Plan Period**” 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**] for the study on “**Impact Assessment of Plan Assistance to the Forum of Regulators by the Ministry of Power during the 12th Plan Period**” 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 120 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/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. Penalty for Late Submissions: The time line for deliverables is to be strictly adhered to. For any delay, except where extension is allowed, 1% penalty per day will be levied for value of work executed after the due date of completion, subject to a ceiling of 10% of contracted amount.

8. 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.

9. 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.

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

11. 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.

12. 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