



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/6096819  
Dated/दिनांक : 03-04-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-04-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-04-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Forum Of Regulators
क्रैता ईमेल/Buyer Email	pankaj.rana84@cercind.gov.in
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - As per SoW; Legal / Policy/Regulatory, Economist, Energy (Oil, Gas, Power, Renewables), As per SoW; Yes; Hybrid(As specified in scope of work)
Contract Period/अनुबंध अवधि	4 Month(s) 3 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	155 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>Bid Details/बिड विवरण</b>	
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	3883000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	77660

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	6

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

Assistant Secretary (FOR)  
Forum of Regulators, NA, N/A, Ministry of Power  
(Assistant Secretary, For)

#### **MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Last 3 years average business revenue from consulting:**As per Scope of Work

**Number of Consultants on payroll of firms:**As per Scope of Work

**Number of projects completed in India having similar scope & size of proposed project under hiring:**As per Scope of Work

**Scope Of work:**[1743163340.pdf](#)

**Profile of Consultants:**[1743163347.pdf](#)

**Pre-qualifications Criteria:**[1743163350.pdf](#)

**Payment Terms:**[1743163353.pdf](#)

**Price Break Up Format:**[1743163356.pdf](#)

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per Scope of Work	100	70	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 70**

**QCBS Weightage(Technical:Financial):70:30**

**Interview Venue:FORUM OF REGULATORS (FOR)**

SECTT.: C/O CENTRAL ELECTRICITY REGULATORY COMMISSION  
EIGHTH FLOOR, TOWER-B, WORLD TRADE CENTER, NAUROJI NAGAR  
NEW DELHI - 110 029, TELE.: 26189709, Date: 11.04.2025 at 1500 Hrs

**Presentation Venue:**FORUM OF REGULATORS (FOR)  
SECTT.: C/O CENTRAL ELECTRICITY REGULATORY COMMISSION  
EIGHTH FLOOR, TOWER-B, WORLD TRADE CENTER, NAUROJI NAGAR  
NEW DELHI - 110 029, TELE.: 26189709

**Hiring Of Consultants - Milestone/Deliverable Based - As Per SoW; Legal / Policy/Regulatory, Economist, Energy (Oil, Gas, Power, Renewables), As Per SoW; Yes; Hybrid(As Specified In Scope Of Work) ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Consulting Category/ Stream	As per SoW
Consultant's Profile	Legal / Policy/Regulatory , Economist , Energy (Oil, Gas, Power, Renewables) , As per SoW
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Kailash Chand	110001,Forum of Regulators, C/o CERC 8th Floor, Tower-B, World Trade Center, Nauroji Nagar, New Delhi-110029	1	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised

quantity or duration

## 2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Assistant Secretary, FOR  
payable at  
New Delhi

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

**FORUM OF REGULATORS (FOR)**  
**SECTT.: C/O CENTRAL ELECTRICITY REGULATORY COMMISSION**  
**EIGHTH FLOOR, TOWER-B, WORLD TRADE CENTER, NAUROJI NAGAR**  
**NEW DELHI - 110 029, TELE.: 26189709**

**Engagement of Consultant by Forum of Regulators (FOR) to prepare a study report on Regulatory framework for Demand Response as flexible resource for RE Integration.**

**1. Introduction:**

1.1. The increasing integration of renewable energy (RE) sources such as wind and solar into the power grid has introduced significant variability and uncertainty in electricity supply. This variability poses challenges for grid stability and reliability, particularly in balancing supply and demand in real-time. To address these challenges, demand response (DR) programs have emerged as a vital flexible resource that can enhance grid flexibility and support the integration of renewable energy.

1.2. Demand response involves adjusting consumer electricity usage in response to signals from grid operators or utility companies, allowing for better alignment of energy demand with the intermittent nature of renewable energy generation. By incentivizing consumers to shift or reduce their power usage during peak periods or when renewable energy output is low, DR programs help balance the grid, reduce the need for additional fossil fuel-based generation, and lower overall energy costs.

1.3. However, for DR to effectively contribute to renewable energy integration, a robust regulatory framework is essential. This framework must address several key aspects, including market design, pricing mechanisms, consumer participation, adequacy of transmission/distribution infrastructure, data privacy, and cybersecurity. Additionally, regulations must ensure fair compensation for participants, promote innovation, and facilitate the deployment of advanced technologies such as smart meters and automated demand management systems.

1.4. Hence, there is a need for a well-defined regulatory framework for leveraging DR as a flexible resource to support renewable energy integration, emphasizing the need for policies that encourage widespread adoption, protect consumer interests, and enhance grid reliability and sustainability. In view of the above, FOR has now decided to engage a Consultant to conduct the aforesaid study

**2. Aim of the study and Scope of work**

### 2.1. **Aim of the study**

To study the feasibility of, and to develop a regulatory framework for demand response as flexible resource for RE Integration.

### 2.2. **Scope of work**

- a) To study the existing legal, policy and regulatory framework on demand response in India.
- b) To study international experiences on how different countries are adopting demand response management for peak and contingency management.
- c) To identify the challenges in the implementation of energy efficiency improvements, load management, and demand response (DR) strategies that reduce peak demand and overall energy use.
- d) To study Demand Response measures in States(both utility driven and automated without involving utility) and their impact assessment.
- e) To identify the demand response in States which have variable loads such as agricultural loads and constraints for demand response thereof, especially transmission infrastructure, etc.
- f) To evolve possible business models for demand response framework in India.
- g) To carry out any other activity/ activities that may be required for achieving the aim of the study indicated in clause 2.1. The consultant to study atleast 3 States for (d) and (e) above.

## 3. **Deliverables and duration of the Assignment:**

- 3.1. The assignment shall be completed within a period of 120 days from the date of signing of the agreement;
- 3.2. The Consultant will be required to submit the inception report by the end of 10 days;
- 3.3. Submit first progress report by the end of 30 days, for feedback of FOR;
- 3.4. Submit interim report (including progress made so far) by the end of 60 days based on the previous feedback of the FOR;
- 3.5. Submit the first draft of the Report based on detailed study by the end of 90 days from the date of signing of the agreement;
- 3.6. Submit the revised draft Report after discussion with FOR secretariat by the end of 110 days from the date of signing of the agreement followed by a presentation before Forum of Regulators;
- 3.7. Submit the final Report by the end of 120 days from the date of signing of the agreement or within 10 days from the date of acceptance of the study by the FOR in its meeting, whichever is later.
- 3.8. The timelines for deliverables is to be strictly adhered to.
- 3.9. The individual task should be completed in phased manner and overlapping of one or more study shall not be a constraint to adhere to the timelines. In case of delay, the penalty/liquidated damages as per clause 8 of the Agreement provided at Annexure - IV will be applicable on the consultant.
- 3.10. No abnormal delay would be tolerated. In case of any such contingency, the study would be conducted from alternate source at the cost of the bidder.

## 4. **Payment Schedule:**

- 4.1. 10% of the professional fee as advance of the total fee of the study at the time of signing



agreement, subject to submission of an irrevocable Bank Guarantee for equal amount. If advance is not requested by the Consultant, 10% of the fee can be claimed at the end of the contract period on submission of the final report.

4.2. 20% of the professional fee on the submission of the inception report of the Study;

4.3. 20% of the professional fee on submission of first Draft Report of the study;

4.4. 20% of the professional fee on submission of Final Report of the study;

4.5. 30% of the professional fee on successful completion and acceptance of the Final Report, at the end of the contract period.

4.6. The Consultant shall provide an irrevocable Performance Bank Guarantee of 10% of amount stipulated in the agreement at the time of signing the agreement to be valid till 3 (three) months after the expiry of the agreement. In the event of extension of assignment/ Contract, the Performance Bank Guarantee shall be suitably extended by the consultant at its own cost and extended Performance Bank Guarantee shall be made available to the FOR secretariat within 7 days of receipt of such extension Information. Performance Bank Guarantee will be kept as performance security and can be invoked to appropriate against breach of any terms of this Agreement or for nonperformance.

4.7. The stage payment shall not be released in case of unsatisfactory work and decision of FOR in this aspect shall be final.

## 5. **Eligibility Criteria:**

5.1. The format of application is provided at Annexure — I and Annexure —II.

5.2. The Consultant should have completed at least 5 (five) assignments in the last 10 (ten) years of assisting the Electricity Regulatory Commissions i.e. SERCs/JERCs, Electricity Distribution Entities and/or Forum of Regulators on matters involving Tariff model, ARR petition, True Up petition, Tariff Order, tariff regulations, business plan, and/ or financial planning for Distribution companies in India.

5.3. The consultant must provide necessary document(s) for proof of successful completion of the assignments from the respective client(s) without which such assignment(s) shall not be considered for evaluation

5.4. The bidder is expected to have complete knowledge of Electricity Act, 2003 as well as policies, Rules, Regulations and guidelines issued under the Act.

5.5. The Consultant should have legal, regulatory and financial background.

5.6. The bidding consultant should not have been blacklisted/debarred by the Ministry of Finance or the Ministry of Power (MOP), organizations under the jurisdiction of MOP, or CERC or any SERC/ JERC. An undertaking in this regard shall be given by the consultant in the format at Annexure-III.

5.7. The applicant must have minimum annual financial turnover of Rs. 1.55 Croreduring the last three years. Documentary evidence to this effect duly attested by a Chartered Accountant should be submitted along with the bid.

5.8. The bidders who fulfil all of the above criteria shall be termed as eligible bidder.

## 6. **Application and Evaluation Criteria:**

6.1. The technical bid of only the eligible bidder, decided as per clause 6 of this TOR, shall be evaluated for selection of successful bidder.

6.2. Technical component will carry 70% weightage and financial evaluation will carry 30% weightage.

6.3. The bids of the eligible bidders, determined as per Clause 6 of this TOR, 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:

S No	Technical Parameters	Marks
1	The Consultant's relevant experience for the assignment	30
2	Understanding of the issues and approach to be followed	30
3	The qualifications and experience of the key staff (who would actually be working on the project)	40
	<b>Total Technical Score</b>	<b>100</b>

S. No.	Criteria for Technical Evaluation	Maximum Marks
1	<b>The Consultant's relevant experience for the assignment</b>	<b>30</b>
(a)	Experience in regulatory assignments on matters involving ARR petition, Tariff order, Tariff Regulation, Demand management, business plan, and/ or financial planning with respect to Distribution companies in India in the last five years. i) 20 marks for 5 completed assignment in last 10 years. ii) 2 marks for each additional assignment in the last 10 years	Max 30 marks
2	<b>Understanding of the issues and approach to be followed</b> (The marks would be awarded by the Consultancy Evaluation Committee based on the understanding, approach and methodology presented by the Consultant during the presentation)	<b>40</b>
3	<b>The Qualification and experience of the key staff (who would actually be working on the proposed project)</b>	<b>30</b>
(a)	<b>Project Manager</b> Qualification Criteria - B. Tech with MBA/ MA in Economics with 10 years or more experience in handling of various Acts/Regulations, technical, financial & commercial matters etc. related to regulatory framework power sector specially in distribution segment. < 10 years of relevant experience - 0 marks >Between 10-15 years of relevant experience - 5 marks > 15 years of relevant experience - 10 marks	Max 10 marks
(b)	<b>Technical Team Member</b> Qualification Criteria - B. Tech with MBA / M. Tech with 5 years or more experience in distribution sector regulatory matters. < 5 years' of relevant experience - 0 marks >Between 5-10 years of relevant experience - 5 marks >10 years of relevant experience - 10 marks	Max 10 marks
(c)	<b>Finance Team Member</b> Qualification Criteria - Chartered Accountant/ Cost and Management Accountant/ MBA Finance with 5 years or more	Max 10 marks

experience in distribution sector regulatory matters. < 5years' of relevant experience - 0 marks >Between 5-10 years of relevant experience - 5 marks >10 years of relevant experience - 10 marks	
<b>Total</b>	<b>100</b>

**Note:**

- a. Actual CV has to be submitted for each of the proposed team members.
  - b. Under a retainership project, business plan/ tariff petition/ tariff order assignments carried out during a year shall be considered as single assignment and can be quoted accordingly under 1(a) of the above table “Criteria for Technical Evaluation”
  - c. Submission of completion certificate evidencing the execution of the work from the respective client or Bill wise details of payment, including the final payment, received under the assignment duly certified by Chartered Accountant or the final/ last bill paid by the Company against the assignment awarded shall only be considered as proof of completion of assignment.
  - d. It is expected that the key members of the team proposed in the bid document shall continue throughout the duration of the assignment. In the event of any of the key members not being available for any reason, other experts of the consulting firm with equivalent level of qualification and experience shall be deployed. Failure to meet the criteria shall be construed as non-compliance of the terms of assignment thereby making the consulting firm liable for penal action as per agreement.
  - e. The minimum qualifying marks in technical evaluation is 70% of the total score of the technical component.
- 6.4. Only those bidders, who qualify technically as per Clause 6.3 would be considered for Financial Evaluation.
  - 6.5. Weight for Financial Proposal with the lowest quoted price will be given a financial score of 100 and other financial proposals would be given financial scores that are inversely proportional to their prices.
  - 6.6. The total score will be obtained by weighting the Technical and Financial scores.
  - 6.7. Only successful bidder would be communicated the award of consultancy assignment.
  - 6.8. The right to reject any or all bids rests with FOR Secretariat without assigning any reason.
  - 6.9. No requests for extension of date for submission of bids will be entertained unless decided so by FOR Secretariat.
  - 6.10. The “FOR” will have an option to terminate the contract by giving a notice of one month. 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. The consultant shall abide by the terms and conditions of the Agreement as per *Annexure - IV*.

**DETAILED PROPOSAL FOR STUDY**  
**(TECHNICAL)**

**I. GENERAL INFORMATION:**

2. Title of the Proposed Study:
3. Name and address of the Organization/ Institution:
4. Name & Designation of the authorized signatory:
5. Contact address of the authorized signatory: (e-mail/fax/telephone)
6. Net-worth/Turnover of the Organization/Institution
7. PAN No of the Organization/Institution

**II. TECHNICAL SPECIFICATIONS:**

1. Department/ organization
  - 1.1. Department(s) of the organization/Institution(s) where the study will be carried out
  - 1.2. Other department(s), if any, which will collaborate in this study
2. Brief review of the state-of-art in the field (National and International)
3. Detailed Approach & Methodology for undertaking the assignment
4. Facilities available for the proposed work in the applicant's organization/institution
5. Previous experience of the proposer in this or related field

<b>Sl No</b>	<b>Title of the Assignment</b>	<b>Duration of assignment</b>	<b>Organization for which the study was undertaken</b>	<b>Name of PI and Team members of the study</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

6. Biographical sketch of the Study Team

- 6.1. Name of the staff
- 6.2. Designation in the Bidding/ proposer organization
- 6.3. Date of Birth
- 6.4. Years of Professional Experience
- 6.5. Proposed position in this assignment
- 6.6. Number of Man days to be spent on this assignment
- 6.7. Field of major interest
- 6.8. Additional information (if any)
- 6.9. Academic Qualifications of the professional

<b>S No</b>	<b>Degree</b>	<b>University/ Board</b>	<b>Field/ Subject(s)</b>	<b>Year</b>
1				
2				
3				

6. 10. Experience of the professional:

<b>S No</b>	<b>Institution</b>	<b>Title/ Topic of the studies</b>	<b>Position in the study</b>	<b>Period</b>
1				
2				
3				
4				
5				

7. Capacity of the bidder/ proposer to impart training/transfer of knowledge

**DETAILED PROPOSAL FOR STUDY**  
**(FINANCIAL)**

**I. GENERAL INFORMATION:**

1. Title of the Proposed Study:
2. Name and address of the Organization/ Institution:
3. Name & Designation of the Key Person:
4. Contact address of the Key Person:
5. (email/fax/telephone)
6. Net-worth & Turnover of the Organization/ Institution:
7. Certificate of authorization in case of Institutes/other organizations (Format enclosed at *Annexure - V*).

**II. Fee Proposed:**

8. Amount of Fee proposed for conducting the study:

<b>S No</b>	<b>Component</b>	<b>Basis Amount</b>	<b>Tax (Rs.)</b>	<b>Total amount including taxes</b>
1	Consultant Charges			
2	Misc. / Others (if any)			
	<b>Total</b>			

The amount quoted should be inclusive of statutory levies and taxes etc. and should be in (INR).

The Amount of Fee proposed for conducting the study (in words):

RUPEES.....only

Signature of the authorized signatory

**Declaration/ Certification**

To  
The Assistant Secretary

Forum of Regulators  
8<sup>th</sup> Floor, Tower B, World Trade Centre  
Nauroji Nagar, New Delhi 110029

Sir,

I have carefully gone through the Terms & Conditions contained in the Terms of Reference (TOR) regarding study report on “**Regulatory framework for Demand Response as flexible resource for RE Integration.**”. I hereby declare that my firm has not been debarred/blacklisted in last three years by the Ministry of Finance or the Ministry of Power (MOP) or organizations under the jurisdiction of MOP, or CERC or any SERC/ JERC. I further certify that I am an authorized signatory of my company/firm and therefore competent to make this declaration.

Yours' sincerely

Name:

---

Designation:

Company/firm:

---

Address:

**(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, 6th, 7th & 8th Floors, Tower B, World Trade Centre, Nauroji Nagar, New Delhi- 110029 (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 prepare a study report on “Regulatory framework for Demand Response as flexible resource for RE integration ” invited quotations vide notice [here give the No and date of the notice]
- B. the [consultant] 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] 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:**

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

**2. Nature of work:**

The consultant shall be engaged as [consultant] to prepare a study report on “Regulatory framework for Demand Response as flexible resource for RE integration t” [hereafter called the ‘Agreement’] on the following areas but not limited to (individually for States if need be):

- a) To study the existing legal, policy and regulatory framework on demand response in India.



- b) To study international experiences on how different countries are adopting demand response management for peak and contingency management.
- c) To identify the challenges in the implementation of energy efficiency improvements, load management, and demand response (DR) strategies that reduce peak demand and overall energy use.
- d) To study Demand Response measures in States(both utility driven and automated without involving utility) their impact assessment
- e) To identify the demand response in States which have variable loads such as agricultural loads and constraints for demand response thereof, especially transmission infrastructure, etc.
- f) To evolve possible business models for demand response framework in India.
- g) To carry out any other activity/ activities that may be required for achieving the aim of the study indicated in clause 2.1. The consultant to study atleast 3 States for (d) and (e) above.

### **3. Commencement and duration of assignment:**

The above assignment shall commence with effect from [the date of this agreement] and shall be completed within a period of 120 days or within such other date as decided by the FOR.

### **4. Obligations of the Consultant:**

- i. The consultant shall adhere to the time-frame and submit the deliverables to the Secretary as follows:
  - a. Submission of Inception Report by the end of 10 days from the date of signing of agreement
  - b. Submission of first progress report by the end of 30 days from the date of signing of the agreement;
  - c. Submission of interim report (including progress made so far) by the end of 60 days from the date of signing of the agreement;
  - d. Submission of first draft of the Report based on detailed study by the end of 90 days from the date of signing of the agreement;
  - e. Submit the revised draft Report after discussion with FOR secretariat by the end of 110 days from the date of signing of the agreement followed by a presentation before Forum of Regulators
  - d. Submission of Final report at the end of 120 days from the date of signing of agreement or within 10 days from when the report is accepted by the FOR in its meeting, whichever is later.
  - e. The consultant shall make presentations before the FOR as and when

required by the Secretary.

h.

The consultant shall ensure that findings of the study and the contents of the reports submitted to the FOR are not disclosed to any person unless expressly authorized by FOR.

#### **5. Entitlements of the Consultant:**

- e. 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.] which is exclusive of the statutory taxes, duties and levies etc. The amount of statutory taxes, duties and levies etc. shall be calculated at the rate applicable/ existing at the time of raising of the bill and shall be treated as per the existing Laws.
- ii. The consultant/professional expert shall be paid as per the conditions specified below:
  - a. 10% of the professional fee as advance of the total fee of the study at the time of signing agreement.
  - b. 20% of the professional fee on the submission of the inception report of the Study;
  - c. 20% of the professional fee on submission of first Draft Report of the study;
  - d. 20% of the professional fee on submission of Final Report of the study;
  - e. 30% of the professional fee on successful completion and acceptance of the Final Report, at the end of the contract period.
- i. The stage payment shall not be released in case of unsatisfactory work and decision of FOR in this aspect shall be final.
  - ii. If advance amount is not requested by the Consultant, 10% of the fee can be claimed at the end of the contract period on submission of the final report.
- iii. The consultant 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 anytime
- 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. Performance Guarantee**

The Consultant shall furnish an irrevocable Performance Bank Guarantee of 10% of value amount stipulated in the agreement at the time of signing the agreement and shall be kept valid for 3(three) month after the expiry of the agreement. In the event of extension of

assignment/Contract, the Performance Bank Guarantee shall be suitably extended by the consultant. The Performance Bank Guarantee and/or the extended Bank Guarantee shall be kept as security for performance of the contract/work and shall if need be, invoked for breach of any of any of the terms of this Agreement and/or for non- performance by the consultant.

## **8. Liquidated Damages**

The timelines for deliverables as per clause 4, above shall be strictly adhered by the consultant. The tasks should be completed in a phased manner and overlapping of one or more study shall not be a constraint for adherence to the timelines specified. In case of any delay in adhering to the timelines (attributable to the consultants), the completion of study and error/variation in submitted report, liquidated damages shall be levied in the following manner.

### ***8.1 Liquidated Damages for delay.***

In case of delay, in completion of Report/Services in each deliverables/schedule as per clause 4, liquidated damages not exceeding an amount equal to 0.5% (zero-point five percent) per week of the Agreement Value, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered from the payments to be made as per schedule. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time with no additional financial commitment shall be granted.

In addition to the liquidated damages as specified above, warning may be issued to the Consultant for minor deficiencies noted by FOR. In the case of non-completion of study/assignment within the stipulated time or extended time, FOR shall have the right to get the study / assignment completed at the risk and cost of the Consultant. In the case of significant deficiencies in services causing adverse effect on the Project or on the reputation of FOR, other penal action including debaring for a specific period may also be initiated.

## **9. 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, if it has come to notice of FOR that the consultant/professional expert has been convicted for an offence involving moral turpitude or unethical professional practices. In such context, Performance Bank Guarantee amount will be invoked and en-cashed. Further legal action may also be taken against consultant.

### ***ii. With one-month notice:***

The assignment may be terminated by the FOR, under any of the following circumstance (indicated at (a), (b), (c) and (d) below), by giving one month's notice and after providing an opportunity to the consultant/professional expert to offer explanation. In case the explanation is not satisfactory, the Performance Bank Guarantee amount will be invoked/ en-cashed:

- a. It has come to the notice of the FOR that the consultant or its 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 FOR 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 or its professional 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.
- iii. The FOR and the Consultant have the option to terminate the assignment on mutual consent by giving notice of one month to the other. This is however subject to adjustment of Liquidated Damages imposed if any for error/variation or delay in completion of the work schedule in that event.

**10. Effect of termination:**

On pre-mature termination of the assignment any time under the circumstances other than above mention in para 9.1 and 9.2 above, 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 subject to any Liquidated Damage imposed by FOR as per Clause 8 of the agreement provided at *Annexure - IV*.

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.

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

**12. 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 the parties failing which the parties must resort by arbitration in terms of the Arbitration and Conciliation Act 1996 as amended from time to time. In the event of arbitration, FOR shall appoint sole arbitrator which shall be binding on the Consultant.
- ii. The venue of the arbitration will be Delhi/New Delhi and the language shall be English.

**13. 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 herein above.

Signed by:

The consultant/ Professional party or on his behalf of]

In the presence of [witness] [witness]

Signature .....

Name .....

Date:

**CERTIFICATE**  
**( Wherever applicable )**

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 Organization]

(Name and Designation Date)

Signature of Co-investigator of Organization/Institution (Name and Designation)

Date

**Profile**