

FORUM OF INDIAN REGULATORS (FOIR)
Seect: Central Electricity Regulatory Commission (CERC)
3rd & 4th Floor, Chanderlok Building, 36, Janpath,
New Delhi – 110 001, Tel : 23753920/ Fax : 23753923
Quotation No.: 16/5/2014/FOIR-Study(CA)/CERC

'FOIR' invites sealed quotations from reputed Consultancy firms by 31.7.2014 upto 1500 Hrs. for "Engagement of Consultant to conduct a study on Consumer Advocacy". Detailed Terms of Reference (ToR) are available on the website of "FOIR" i.e. www.foir-india.org.

Executive Secretary (FOIR)

Engagement of Consultant by Forum of Indian Regulators to Conduct a Study On Consumer Advocacy

Terms of Reference (ToR)

1.0 Context/Background:

- 1.1 The Forum of Indian Regulators (FOIR) registered as a Society under the Societies Registration Act in 2000, was conceived as a common platform to discuss emerging issues in regulatory procedures and practices to evolve common strategies to meet the challenges before the regulators and to share information and experiences among the regulators, academic and research institutions in India. Central Electricity Regulatory Commission (CERC), State Electricity Regulatory Commissions (SERCs), Petroleum & Natural Gas Regulatory Board (PNGRB), Competition Commission of India (CCI), Airports Economic Regulatory Authority (AERA), Tariff Authority for Major Ports (TAMP), Administrative Staff College of India (ASCI) and The Energy Resource Institute (TERI) are members of FOIR.
- 1.2 Central Electricity Regulatory Commission (CERC) provides Secretariat to FOIR.
- 1.3 FOIR has discussed the issue relating to consumer grievance redressal mechanism available for electricity consumers along with the other facilitating institutions such as consumer advocacy cells, presently available in all states.
- 1.4 It was noted by FOIR that while consumers form an important part in the regulatory process viz. formulation of regulations, determination of tariff, proceedings before CGRFs / Ombudsman etc., their representation before the regulatory institutions / CGRFs / Ombudsman remains insignificant.

- 1.5 It was felt that if the consumers were appropriately educated and made aware of / imparted with training besides providing with enabling institutional support structure they could play a greater role in the regulatory process, while upholding the intent for societal participation in development of sector.
- 1.6 In order to suitably address this issue, institutionalization of Consumer Advocacy mechanism is possibly one measure. This mechanism can enable the consumers in representing their cases before CGRF / Ombudsman / ERCs etc.
- 1.7 In light of the above, FOIR has decided that a study be carried out for suggesting an appropriate mechanism for effective Consumer Advocacy.

2.0 Objective :

To study the need for Consumer Advocacy and the process of promoting Consumer Awareness and Consumer Participation in the Regulatory Process, while analyzing the impact made by the Consumer Advocacy Cells established in various states for the electricity consumers.

3.0 Scope of the work assigned to the Consultant:

- 3.1 The Consultant is required to prepare a structure for establishment of Consumer Advocacy Cells for the electricity consumers, which would necessarily include the following but not limited to.
 - i. Evaluation of the nature and impact of consumer participation in the regulatory process of the power sector.
 - ii. Examination and recommendation of the process of promoting the following for improved consumer participation

- a. Increasing Consumer awareness about their rights and duties and the regulatory process
 - b. Process of imparting Capacity Building of Consumers/Consumer groups and to assure their effective representation for enhancing the efficacy of regulatory process.
 - c. Providing legal advice to the consumers and representing their cases before the CGRF / Ombudsman / ERC etc.
 - d. Resolving Consumer complaints, through mediation, if required.
 - e. Representing / enabling the consumers to effectively participate in the regulatory process viz. formulation of regulations, determination of tariff and other regulatory functions etc.
- iii. Suggesting the structure for establishing Consumer Advocacy Cells for power sector and the functions / role / responsibilities thereof, including mechanism for reporting and review of performance of these cells.
 - iv. Suggesting suitable funding mechanism.
 - v. Recommendations & Way forward

3.2 The consultant is required to conduct the aforesaid study through planned surveys, questionnaires, field observations, analysis of feedback from the participants, etc. The study should also cover the practices in various sectors like electricity, telecom, oil&gas, airports etc. and experiences across countries.

4.0 Deliverables and duration of the Assignment:

- 4.1 The assignment shall be completed within a period of 4 months from the date of award of assignment.
- 4.2 The Consultant will be required to submit the inception report followed by presentation at the end of 15 days. First & second reviews of progress of the study will be carried out at the end of 45 days and 75 days from the date of award of the assignment. The first draft report is required to be submitted at the end of 90 days from the date of award of assignment;
- 4.3 Submit the revised draft after discussion with FOIR secretariat followed by a presentation;
- 4.4 Submit the draft final report at the end of 4 months from the date of award of assignment.

5.0 Payment Schedule:

- 5.1 10% 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 amount is to be absorbed in the amount payable to the Consultant.
- 5.2 15% on submission of the inception report;
- 5.3 30% on submission of draft report;
- 5.4 30% on submission of the final report after incorporating suggestions/comments of the Forum; and
- 5.5 balance 15% on successful completion and acceptance of the final report by the 'FOIR'.

6. Qualification Criteria:

- 6.1 The Consultant should be conversant with the working and role of Regulators and should have completed or assisted them with at least 2 assignments on various consumer issues. The Consultant should have sufficient exposure in the area of consumer interest and their rights.

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 **four (4)** copies of bids for Technical offer (each of which will be treated as original) and **one copy** of Financial offer, duly sealed in separate envelopes.
- 7.3 Technical component will carry 70% weightage and Finance 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 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 given financial scores that are inversely proportional to their prices.
- 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 FOIR Secretariat without assigning any reason.
- 7.11 The 'FOIR' 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 'FOIR', and the decision of the 'FOIR' 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**.

DETAILED PROPOSAL FOR STUDY

(TECHNICAL)

Four (4) copies of the proposal along with project summary to be submitted to Secretary, CERC/FOIR.

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/:

II. TECHNICAL SPECIFICATIONS:

06.
 - 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
07. Brief review of the state-of-art in the field (National and International)
08. Detailed Approach & Methodology for undertaking the assignment
09. Facilities available for the proposed work in the applicant's organization/institution
10. Previous experience of the proposer in this or related field
11. 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)

12. 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>		

(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 50Rs Stamp Please

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 Indian Regulators, C/o. Secretariat: Central Electricity Regulatory Commission, 3rd and 4th the Floor Chandernagore Building, 36 Janpath, New Delhi -110001** (herein after called "the FOIR") of the other part.

WHEREAS

- (A) the FOIR, on being satisfied that there is a need to appoint a [**Corporate consultant or Professional Expert**] for study on “**Consumer Advocacy**” 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 FOIR, 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” mean any and all information communicated to the consultant by the FOIR 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 FOIR.

2. **Nature of work:** The consultant/professional expert shall be engaged as [**Corporate consultant or Professional Expert**] for the study on “**Consumer Advocacy**” 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 4 months 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 FOIR 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 FOIR are not disclosed to any person unless expressly authorized by FOIR.

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 FOIR, disclose such information to any person for any reason at any time;

- (iii) The FOIR 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 FOIR:

- (i) Without any notice: The assignment may be terminated by the FOIR, 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 FOIR, 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 FOIR 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 FOIR 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 FOIR 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 FOIR 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 FOIR.

(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 FOIR in the presence of