



SOUTH ASIA FORUM FOR INFRASTRUCTURE REGULATION (SAFIR)

Sectt: Central Electricity Regulatory Commission (CERC)

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Quotation No.: 6/1/2014-RA/CERC/SAFIR

'SAFIR' invites sealed quotations from reputed Consultancy firms by 23.10.2014 upto 1500 Hrs. for **“Engagement of Agency to Assist SAFIR Secretariat in Tasks Handled by Secretariat”**. The bidders who have already applied for the same assignment in response to our earlier advertisement need not apply. Detailed Terms of Reference (ToR) are available on the website of “CERC” i.e. www.cercind.gov.in

Secretary, CERC



SOUTH ASIA FORUM FOR INFRASTRUCTURE REGULATION (SAFIR)

“Engagement of Agency to Assist SAFIR Secretariat in Tasks Handled by Secretariat”

1. INTRODUCTION

1.1 The South Asia Forum for Infrastructure Regulation (SAFIR) was established in May 1999 with the support of World Bank. SAFIR aims to provide high quality capacity building and training on infrastructure regulation & related topics, in South Asia and to stimulate research on the subject by building a network of regional and international institutions & individuals that are active in the field. It also aims at facilitating effective and efficient regulation of Utility and infrastructure industries, initiate beneficial exchange of knowledge and expertise, and set the trend of rapid implementation of global best practices.

1.2 SAFIR aims to (i) Provide a platform for experience sharing amongst the regulators of the region, (ii) Build regulatory decision-making and response capacity in South Asia, (iii) Facilitate the regulatory process, (iv) Conduct training programmes to serve regulatory agencies and other stakeholders, (iv) Spur research on regulatory issues, (v) Provide a databank of information relating to regulatory reform processes and experiences.

1.3 The Executive Committee of SAFIR holds the responsibility for operationalizing the strategic direction provided by the SAFIR Steering Committee. The current members of the Executive Committee are from India, Pakistan, Nepal, Bhutan and Sri Lanka. SAFIR is designed to assist in the building of regulatory capacity in the electricity, natural gas, telecommunications, water, transport and other sectors as decided by the Steering Committee

1.4 SAFIR's most visible activity is the Core Course on Infrastructure Regulation. The core course is aimed at utility regulators and their staff, senior government officials working on the reform of the infrastructure sectors, and executives from public and private regulated infrastructure service providers. The core course delivers practical lessons on the regulation and restructuring of infrastructure from within and outside the region. It also provides an ideal opportunity for participants to exchange their own experiences and to build networks within the region. The training course is designed for a select group of participants from government departments, regulatory agencies, regulated agencies, private institutions concerned with the infrastructure sector such as power, telecommunications, water, and transport from the South Asia region. Participants from other regions can also apply. All participants receive a certificate on completion of the course

1,5 An AGM (Annual General Meeting) of the SAFIR members is held in the form of an annual SAFIR conference. One of the sessions in this conference is devoted to seeking the views of all members on SAFIR's functioning, role, and future directions. Other sessions are used to discuss the general trends in the reforms process and key challenges that should be addressed. Through this opportunity the core members will discuss their issues with the broader community of regulators in the South Asian region. This facility is aimed at highlighting the achievements of one of the core members for a fortnight. Every fortnight, a new regulator is selected.

1.6 In order to overcome the constraints due to time, space and organizational boundaries, SAFIR forms “Virtual Working Groups” from amongst the representatives of the Member organizations, to discuss, deliberate various issues of great importance to the infrastructure sector, viz. power,

telecommunications, water, and transport effectively utilizing information and telecommunication technologies to accomplish such tasks assigned to the groups.

1.7 SAFIR holds Annual General Meetings of its member organization in the form of an annual SAFIR conference, during which, SAFIR's functioning, role, future directions, the general trends in the reforms process and key challenges etc. are discussed. The SCM (Steering Committee Meeting) and the ECM (Executive Committee Meeting) of the SAFIR members are also held once a year. The AGM is normally held back-to-back with the SCM/ECM.

1.8 Presently the Secretariat of SAFIR is housed within Central Electricity Regulatory Commission, at Chanderlok building, 36, Janpath, New Delhi, India and all the activities/Administrative function are carried out by SAFIR Secretariat housed at CERC ([Central Electricity Regulatory Commission](#) is a statutory body functioning under sec - 76 of the Electricity Act, 2003).

1.9 SAFIR has been contributing significantly infrastructure regulation. The activities of SAFIR and consequently of SAFIR Secretariat have been increasing over the period and include inter alia conducting in-house research, studies by engaging external agencies, conducting flagship core course, other capacity building programmes, organising meetings, managing the administrative and establishment matters of SAFIR. The Forum proposes to engage a Corporate Consultant to assist in discharge of these functions. As the activities of SAFIR are continuously increasing across all infrastructure verticals and in order to suitably support the multi dimensional activities of SAFIR, it has been decided to engage an agency on retainership basis to assist SAFIR Secretariat.

2. QUALIFICATION / EXPERIENCE

- 2.1 Agency must have at least 10 years of professional experience in handling matters involving infrastructure regulation, assistance to conduct in-house research, assistance in engaging external agencies for conduct of detailed studies, conduct of flagship / capacity building and training programmes relating to infrastructure regulation, assistance in conducting workshops / conferences, preparation of in-house newsletters / magazines, press briefs etc.
- 2.2 Substantive knowledge and experience of various issues and challenges in the Infrastructure Sector with a special focus in the domains of electricity, water, transport, telecommunications, oil & natural gas, ports, air-ports, etc. in South Asian Region.
- 2.3 Proven ability to research and prepare reports of a similar nature as resident consultants for large infrastructure regulatory bodies, infrastructure utilities, associations of large stakeholders, key consumer groups, NGOs etc.
- 2.4 Excellent research skills both for qualitative and quantitative research purposes and proven expertise in preparation of approach papers, abstracts, detailed reports, manuals, operational procedures, capacity building materials, in-house magazines etc.
- 2.5 Proven ability to write and present complex policy-related issues for a non-technical audience.

3. SCOPE OF WORK

- 3.1 Assisting SAFIR Secretariat for carrying out inter alia the following functions on retainership basis:
 - a. Organising and Coordinating the, Steering Committee Meetings and Executive Committee Meetings of Member organizations.
 - b. Organizing the flagship Core Course of SAFIR, other capacity building / training programmes, workshops and conferences.
 - c. Providing assistance to conduct in-house research / assistance in engaging external agencies, pertaining to infrastructure regulation in the areas of electricity, water, transport, telecommunications, oil & natural gas, ports, air-ports and other relevant areas in South Asian Region.

- d. Providing day to day assistance on matters involving infrastructure regulation pertaining to various domains as specified in 3.1(C) above.
- e. Operationalizing Virtual Working Groups (VWG) from amongst the representatives of Member Organizations and providing the groups assistance in carrying out their assigned tasks.
- f. Identifying the gaps, challenges and issues in the Infrastructure Sector in the South Asian Region by way of conducting in depth studies.
- g. Increasing the visibility of SAFIR through conduct of workshops / seminars / conferences and preparation / issue of in-house newsletters, magazines, articles in journals etc.
- h. Assisting the SAFIR Secretariat in coordination among member organizations for various tasks as assigned from time to time.
- i. Such other functions as may be assigned from time to time.

4. NATURE AND DURATION OF ASSIGNMENT

- 4.1 The Agency is proposed to be engaged on retainership basis for a period of three years;
- 4.2 The Agency shall depute one infrastructure regulatory expert at the SAFIR Secretariat having minimum qualification of BE/MBA (Fin.) or equivalent/ Masters Degree in Economics. The professional so deputed should have at least 3 years experience.
- 4.3 The Agency will have the overall responsibility for the output and shall draw upon the strength of its organization at the back-end.

5. FEES

- 5.1 Fees would be paid on monthly basis.
- 5.2 No escalation of fees will be permitted for any reason during the period of contract.
- 5.3 No out of pocket expenses would be paid. However, expenses on account of outstation travel (economy class airfare, boarding, lodging, local conveyance) shall be paid on actual basis by the SAFIR

6. APPLICATION AND EVALUATION CRITERIA

- 6.1 The format of application is at **Annexure-I** and **Annexure-II**.
- 6.2 The Agency is required to submit separate bids for **Technical and Financial, duly sealed in separate envelopes**.
- 6.3 **Technical** component will carry 70% weightage and **Financial** component 30% weightage.
- 6.4 The bids of the eligible bidders as per Clause 2 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	Weights
The agency relevant experience for the assignment	0.3
Understanding of the functioning of SAFIR and approach to handling of issues before the SAFIR Secretariat.	0.3
The qualification of the key staff proposed.	0.4

- 6.5 The minimum qualifying marks in the Technical Evaluation is 70% of the total score for technical component.
- 6.6 Only those bidders, who qualify technically as per Clause 6.5, would be considered for Financial Evaluation.
- 6.7 **Weight for Financial Parameters:-** Proposal with the lowest cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- 6.8 The total score will be obtained by weighting the Technical and Financial scores and adding them.
- 6.9 Only successful bidder would be communicated the award of consultancy assignment.
- 6.10 SAFIR Secretariat reserves the right to cancel the process of engagement of outsourcing agency at any stage without assigning any reason.
- 6.11 The 'SAFIR' 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 'SAFIR', and the decision of the 'SAFIR' shall be conclusive and binding. The fees so fixed and paid shall be deemed to be final payment in such cases.

/ ANNEXURE – I /

DETAILED PROPOSAL FOR ASSIGNMENT

(TECHNICAL)

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

I. GENERAL INFORMATION:

01. Title of the Proposed Assignment:
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:

II. TECHNICAL SPECIFICATIONS:

- 06. i. Department(s) of the organization/Institution(s) where the assignment will be carried out
- ii. Other department(s), if any, which will collaborate in this assignment
- 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

/ANNEXURE – II/

**DETAILED PROPOSAL FOR ASSIGNMENT
(FINANCIAL)**

I. GENERAL INFORMATION:

01. Title of the Proposed Assignment:
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

/Appendix-'A'/

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

6.1 The consultant shall abide with the contract as per **Annexure-III**.

/ ANNEXURE – III /

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 **South Asia Forum for Infrastructure Regulation, C/o. Secretariat: Central Electricity Regulatory Commission, 3rd and 4th Floor Chanderlok Building, 36 Janpath, New Delhi -110001** (herein after called "the SAFIR") of the other part.

WHEREAS

- (A) the SAFIR, on being satisfied that there is a need to appoint an **Agency to Assist SAFIR Secretariat in Tasks Handled by Secretariat** invited quotations vide notice [here give the No and date of the notice]
- (B) the [consultant/Professional Expert/Agency] 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 SAFIR, 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/Agency] has decided to engage the consultant/professional expert/Agency for the above said assignment.
- (D) the consultant/professional expert/Agency 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 agency by the SAFIR 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 SAFIR.

2. Nature of work: The consultant/professional expert/agency shall be engaged as [**Corporate consultant or Professional Expert or Agency**] for assisting SAFIR Secretariat in "Tasks Handled by Secretariat" 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 3 years which may be extended with the mutual consent of the parties without any financial commitment.

4. Obligations of the consultant:

- (i) The consultant/ professional expert/agency shall adhere to the time-frame specified in the Terms of Reference and submit the deliverables to the Secretary.
- (ii) The consultant/ professional expert/agency shall make the presentations before the SAFIR 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 SAFIR are not disclosed to any person unless expressly authorized by SAFIR.

5. Entitlements of the Consultant:

- (i) The consultant/professional expert/agency 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/agency shall be paid as per clause 5 of Terms of Reference (**Annexure-I**).
- (iii) The consultant/professional expert/agency shall not be entitled to any other remuneration or reimbursement or perquisites or facilities.

6. Restrictive terms:

- (i) The consultant/professional expert /agency 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/professional expert/agency 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 SAFIR, disclose such information to any person for any reason at any time;
- (iii) The SAFIR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the consultant/ professional expert/agency 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 SAFIR:

- (i) **Without any notice:** The assignment may be terminated by the SAFIR, 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 SAFIR, 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 SAFIR that the consultant/professional/agency 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/agency.
 - (c) The consultant/professional expert/agency has failed, without any valid

justification, to adhere to the time-frame specified by the SAFIR 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 SAFIR and the Consultant/professional expert/agency 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 SAFIR 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 SAFIR.

(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 SAFIR in the presence of