

## **CENTRAL ELECTRICITY REGULATORY COMMISSION**

Ground Floor, Chanderlok Building, 36, Janpath,  
New Delhi -110 001

No. ADMN-12012/3/2022-CERC

Dated, the 1<sup>st</sup> July 2022

**Subject: Engagement of retired Government officers as 'Consultant' on contract basis in CERC.**

### **1. Introduction**

1.1 The Electricity Regulatory Commissions Act, 1998 paved way for creation of the Regulatory Commissions at the Centre and in the States. Since the enactment of Electricity Act 2003 the power sector has undergone major structural changes.

1.2 The Electricity Act, 2003 has significantly enlarged the spectrum of responsibility of CERC. Under the ERC Act, 1998 only the tariff fixation powers were vested in CERC. The new law of 2003 has entrusted on the CERC several other responsibilities in addition to the tariff fixation powers, for instance, the powers to grant license for inter-State transmission, inter-State trading and consequently to amend, suspend and revoke the license, the powers to regulate the licensees by setting performance standards and ensuring their compliance, etc.

### **2. Scope of work for the Consultant**

The duties of the consultant shall be as under:-

- a. Assisting Commission in disposal of the petitions related to truing up of the tariff for the period 2014-19 and determination of tariff for the period 2019-24 for Generating Stations/SGSs (Thermal and Hydro). The scope includes, but not limited to, interacting with the staff of the Commission and staff of the Consultants for resolution of the matters related to admissibility of Additional Capital Expenditure, Wage Revision Impact, IWC, GCV and additional O&M claims made by the Generators
- b. Dealing with the miscellaneous petitions pertaining to installation of Environment Control Equipment (FGD and NOx Control equipment etc.) by Thermal generating Stations for meeting the new environmental norms.
- c. Assisting staff of the Commission in finalization of amendments to IEGC based on views of various stake holders.
- d. To independently deal with the miscellaneous petitions filed by Hydro generating stations for recovery of energy charge shortfall due to reasons beyond its control.
- e. Assisting Commission in formulation of Terms and Conditions of Tariff for Thermal and Hydro generating Stations for the period 2024-29.
- f. Any other work as assigned by the Commission.

### **3. Qualification and experience required for the Consultant**

#### **3.1 Qualification:**

The candidate should have Degree of Mechanical/Electrical Engineering from a reputed institution/ University.

#### **3.2 Experience:**

##### **a. Essential:**

The candidate should have at least 15 years working experience with regard to tariff determination of Generating Stations/ISGSs (Thermal and Hydro) and dealing with miscellaneous petitions pertaining to change in law events, adjudication of disputes and recovery of energy charge shortfall by Hydro generating stations.

##### **b. Competencies:**

- i. In depth understanding of Tariff Regulations of CERC
- ii. Experience in drafting of regulations and orders
- iii. Excellent written and communications skills
- iv. Strong analytical skills
- v. Adept in working on computers including MS Office.

### **4. Eligibility Criteria for engagement**

The persons who wish to apply should fulfil the following criteria:

- a. Should have retired from any Government office, attached/ Subordinate Offices and in the level of Deputy Secretary/ Director or equivalent.
- b. Should have excellent communication and interpersonal skills.

### **5. The terms and conditions of the contract shall be as under**

- a. The engagement will be purely on contract basis and shall be assigned the duties as per requirement of CERC. The engagement as Consultant shall not be considered as a case of re-employment.
- b. The consultant shall be required to observe five day week with normal office working hours from 9.30 a.m to 6.00 p.m including 30 minutes lunch break from 01.30 p.m to 02.00 p.m.
- c. The consultant may also be required to work for extended working hours or on weekends/ holidays, if so required by the circumstances or exigencies of work. For the extended hours of work including weekends and holidays, the consultant shall not be entitled for any overtime allowance or compensation for the same.

## **6. Duration of engagement**

- a. The engagement would be for an initial period of one year, which may be extended depending on the requirement of CERC and performance review but shall not be extended beyond 5 years after superannuation.
- b. The engagement would be on full-time basis and the consultant would not be permitted to take up any other assignment during the period of contract with CERC.

## **7. Remuneration and allowances**

Monthly emoluments/ remuneration payable shall be equivalent to the last basic pay drawn minus the amount of pension being drawn by the selected person, if any. The Consultant shall not be entitled to any kind of allowance or accommodation facility. However, in case of any official tour within India, the consultant will be entitled for reimbursement of expenses for the journey undertaken as per the following:

- a. By air - Economy class
- b. By train (AC-II)
- c. By non-AC taxi for local travel

## **8. Leave**

The consultant shall be eligible for 15 days leave in a calendar year. No remuneration for the period of absence in excess of the admissible leave will be paid. Un-availed leave shall neither be carried forward to next year or encashed.

## **9. Tax Deduction at Source (TDS)**

TDS as admissible shall be deducted from the monthly remuneration of the Consultant.

## **10. Secrecy Clause**

- a. All official information, documents etc., whether in physical form or in electronic form, shall be the propriety ownership of CERC and the consultant shall not disclose the same to any person or persons or firms etc., unless required to do so, in due discharge of the official duties, with prior permission/ approval of the Controlling officer/ Competent authority in CERC.
- b. The consultant will not utilize or publish or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of their assignments or during the course of, assignment for the CERC without the express written consent of CERC.
- c. The consultant will maintain highest standards of integrity, transparency, competitiveness, economy and efficiency while working in CERC.

- d. The consultant so appointed shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of CERC nor will indulge in any activity outside the terms of the contractual assignment.

#### **11. Procedure for Selection**

CERC will scrutinize the applications and select consultant based on the basis of eligibility criteria as stated in paragraph 4.

#### **12. Termination of contract**

The engagement of consultant can be terminated by CERC at any time without assigning any reason thereof.

Consultant will have to give 30 days' advance notice or remuneration in lieu thereof before resigning from the engagement.

13. Interested retired officers may submit their applications in the enclosed format along with a copy of PPO, last pay certificate and undertaking to the Assistant Secretary (P&A) at the above mentioned address by 5 PM on 15 July, 2022. The applications can also be sent by email at [rajiv@cercind.gov.in](mailto:rajiv@cercind.gov.in) Incomplete applications or applications received after the due date will be rejected.



(Rajiv Kumar)  
Assistant Secretary (P&A)



**Annexure-I**

**Application for the post of Consultant in the CERC.**

1. Full Name:
2. Father's Name:
3. Date of Birth:
4. Date of Retirement:
5. Office where last worked

Recent  
Passport Size  
Photograph

Name of Office:

Whether main Ministry/ Attached / Subordinate Office:6. Designation last held:

7. Last basic pay / Pension drawn:
8. Aadhar No.:
9. Mobile No.
10. Address:
11. Educational Qualification.
12. E-mail id
13. Work Experience (Add separate sheet if required)

Ministry /Department	Post Held	Period		Nature of Work	Remarks
		From	To		

Place:

Date:

(Signature of applicant)

**DECLARATION**

I \_\_\_\_\_ hereby declare that all the information given below by me is true and correct to the best of my knowledge and belief. I also undertake that if any of the below statements are found to be incorrect or false or any information or particulars have been suppressed or omitted there from, I am liable to be disqualified for the assignment.

2. I hereby undertake that any excess payment that may be found to have been made as a result of incorrect information given by me will be refunded, without raising any objection to it.

- (a) Name of office from where person retired -
- (b) Date of retirement -
- (c) Last Basic pay drawn -
- (d) Basic pension drawn as on date -
- (e) Name of previous employer, if any -
- (f) Basis pension drawn from previous employer -
- (g) Pension drawn from any other source (EPF etc) -

\* Please attach copies of last pay certificate, revised PPO( as per 7<sup>th</sup> CPC) and latest pension slip.

(Signature)

Name \_\_\_\_\_

Place: New Delhi

Dated: