

CENTRAL ELECTRICITY REGULATORY COMMISSION
Ground Floor, Chanderlok Building,
36, Janpath, New Delhi - 110 001

No. 13013/1/2018-CERC

Dated, the 08 November, 2018

Sub: Engagement of Individual Consultant in the capacity of Adviser to assist in disposal of tariff/miscellaneous petitions of transmission by way of investigation and analysis of various aspects related to Cost and tariff in respect of the transmission licensees and other entities regulated by CERC.

1.0 Background:-

1.1 The Central Electricity Regulatory Commission constituted under the erstwhile Electricity Regulatory Commissions Act, 1998 (short as "ERC Act") was recognized as the Central Electricity Regulatory Commission (short as "CERC") under the Electricity Act, 2003. The Electricity Act, 2003 has significantly enlarged the spectrum of responsibility of the Central Electricity Regulatory Commission. The Central Commission has been vested with the functions under the Electricity Act, 2003 (short as "the Act") to regulate the tariff of the generating companies owned or controlled by Central Government, generating companies having a composite scheme for generation and sale of electricity in more than one State, to regulate inter-State transmission of electricity and determination of tariff for inter-State transmission in electricity and development of market among other functions.

1.2 Following are the statutory functions of CERC:

- (a) To regulate the tariff of generating companies/ transmission licensees owned or Controlled by the Central Government;
- (b) To regulate the tariff of generating companies/ transmission licensees other than those owned or controlled by the Central Government specified in clause (a), if such generating companies enter into or otherwise have a composite scheme for generation and sale of electricity in more than one State;
- (c) To regulate the inter-State transmission of electricity;
- (d) To determine tariff for inter-State transmission of electricity;
- (e) To issue licenses to persons to function as transmission Licensee and electricity trader with respect to their inter-State operations;
- (f) To adjudicate upon disputes involving generating companies or transmission licensee in regard to matters connected with clauses (a) to (d) above and to refer any dispute for arbitration;

- (g) To levy fees for the purposes of this Act;
- (h) To specify Grid Code having regard to Grid Standards;
- (i) To specify and enforce the standards with respect to quality, continuity and reliability of service by licensees;
- (j) To fix the trading margin in the inter-State trading of electricity, if considered, necessary;
- (k) To discharge such other functions as may be assigned under this Act.

1.3 The present tariff control period will be ending shortly on 31.3.2019 and new tariff control period of 5 years will begin on 01.04.2019. This is the transition phase from Tariff control period 2014-19 to 2019-24. During next year, there will be multi fold transmission tariff petitions consisting of truing up of tariff for the control period 2014-19 and tariff determination as per Tariff Regulations for the period 2019-24. Therefore, apart from pending petitions brought forward from previous period, there would be flux of new tariff petitions for new tariff control period 2019-24 and Tariff Truing up petitions for the control period 2014-19 as well as many Review Petitions, Miscellaneous Petitions and Adjudication petitions of critical nature which require detailed analysis.

1.4 In view of the multifarious functions being discharged by the Commission and considering the complexities of the issues involved in various petitions before the Commission, the Central Electricity Regulatory Commission proposes to engage one Individual Consultant in the capacity of Adviser having in-depth technical / Commercial/ Regulatory knowledge and experience in the field of Inter State Transmission. His/her engagement would help to handle the increase in volume of work, technical complexities and short timelines for issuance of orders. Further, the Adviser would provide technical advice in order to appreciate issues involving technical, commercial and regulatory intricacies related to matters particularly of material used as input for fixation of transmission cost/ tariff and having direct or indirect impact on the transmission tariff and to assist the Commission in the discharge of its various functions.

1.5 The detailed Terms of Reference containing the essential qualifications and experience is given below:-

2.0 Scope of work for the Individual Consultant:-

The broad scope of work as reflected from above would include assisting the Commission in examining the issues involved in various petitions as under:-

- (a) Study and Analysis of the technical, financial and commercial aspects involved to assist the Commission for dealing with the cases;

(b) Assisting Commission for due diligence of materials used as inputs for transmission orders such as cost of power system equipment, issues related time in completion of the project including controllable and non-controllable factors like statutory clearances such as Forest/ Wild life/ Sanctuaries, various crossings (Railway/ Highway etc.), Right of way and law & order issues, etc.and any other related aspects;

(c) Assisting the Commission for due diligence of the project documents including contract documents, Project Management tools such as CPM/ PERT/ Bar Chart etc.

(d) Assisting the Commission for due diligence of various transmission related regulations like approach paper and draft tariff/ sharing/ connectivity regulations etc.

(e) Investigation of any matter permissible under the Electricity Act, 2003 and as assigned by the Commission;

(f) Any other assistance as required by the Commission.

3. **Qualification and experience required:-**

Name of the Post: : Advisor

No of Post: : 01 (One)

Educational Qualification : Engineering graduation in any discipline

Experience:

(a) Working experience of not less than **twenty years** in a large transmission utility providing services of Inter State Transmission Systems out of which not less than ten years of experience in the field of Regulatory dealings, tariff applications, pleadings, presentation to the Regulatory Commission etc.

(b) Knowledge of Indian/Global Transmission Scenario, concept of regulations, various legislations and Government policies e.g. the Electricity Act,2003, Tariff policy, National Electricity Policy, etc.

(c) Experience in the areas of Cost Estimation, Contracting, Field quality, Execution, Contract closing, etc. in the field of transmission.

(d) Knowledge of regulations related to transmission grid connectivity, open access, revenue management of large / National Grid and having dealt with various grid connected stake holders including generating companies/ IPPs state transmission and distribution utilities.

(e) Knowledge and direct association in formulation and finalisation of various central and state regulations related to transmission tariff, sharing of transmission charges, connectivity, open access etc.

(f) Experience/knowledge of power sector especially in relation with transmission projects.

(g) Experience of handling in regulatory matters or quasi judicial assignments.

(h) Should have understanding of Present status of Regulations/guidelines/policy related to Transmission sector in India and other countries.

(i) In case of employees who have retired from Government service, should have experience in investigation at a level of not less than Additional Secretary to the Government of India.

4.0 **Consolidated Fee:** Rs. 1,50,000/- per month (excluding GST, if any). In deserving cases, additional fee not exceeding 10% of the fees indicated above may be granted at the time of initial engagement on the basis of the recommendations of the Selection Committee and after approval by the Chairperson.

5.0 **General terms and conditions:-**

5.1. Normal working hours would be 9.30 A.M to 6.00 P.M (05 days week) including half an hour lunch break. The officials may be called on Saturdays, Sundays and other gazetted holidays, and directed to work beyond normal working hours in case of exigencies.

5.2. There will be a provision of 15 days leave in a calendar year (January-December) on monthly pro-rata basis (in addition to the gazetted holidays as applicable in CERC) subject to prior sanction, except in emergency conditions, where approval of the competent authority should be obtained immediately after joining. The intervening Saturdays/ Sundays/ holidays, if any, shall not be counted as leave.

5.3 No fee shall be paid to the Consultant for the period of his/her absence on pro-rata basis beyond the period of leave of 15 days.

5.4. Leave not availed during the calendar year cannot be carried forward to the next calendar year and is not encashable.

5.5 In case of official tour within India, the Commission will reimburse the expenses for journey undertaken for official work by the Consultant as per the following entitlement:-

- (i) By air – Economy class/ by train (AC- II).
- (ii) Other facilities as per entitlements of Officers of CERC, who are in Pay Matrix 11 as per 7th CPC. (At minimum of scale).

5.6. **Age limit:** The age of the applicant to be appointed as Individual consultant for different categories as on 1st January of the year of advertisement shall be below 62 years; Provided that no Consultant would be retained in the Commission after attaining the age of 65 years.”

6. **Duration of contract:** The contract will be initially for a period of two years which can be extended for up to one year on each occasion, limited to a total period of four years. In deserving cases an annual escalation upto 10% on the fee may be given with the approval of the competent authority based on the performance during preceding year. The Commission and the Consultant would both have option to terminate the contract by giving a notice of three months or the equivalent remuneration in lieu thereof. Provided, in case of disciplinary action, the notice period shall not apply to CERC.

7.0. Applications are to be submitted in prescribed format only (Annexure-I). Otherwise, the applications which are not in prescribed format are liable to be rejected. Incomplete applications or those received after due date will not be entertained and will be summarily rejected without any communication. The decision of the Consultancy Evaluation Committee regarding eligibility of the candidate shall be final.

8.0 Evaluation Criteria:-

8.1. The Consultant will be engaged in accordance with the terms and conditions laid down in CERC (Appointment of Consultants) Regulation, 2008 and as amended from time to time (copies available in CERC's website www.cercind.gov.in).

8.2 The eligibility will be considered by a Consultancy Evaluation Committee (CEC) to be set up by CERC and their performance will be evaluated based on the following criteria:

S.No	Technical Parameters	Weights
1.	The Consultant's Academic background	0.40
2.	The Consultants relevant experience for the assignment	0.50
3.	Knowledge of the working environment such as language, culture, administrative system, and other relevant factors	0.10

8.3 Based on the evaluation as above, the Consultancy Evaluation Committee shall prepare a panel of three candidates and will carry out selection process thereafter.

8.4 The Commission reserves the right to reject or accept any applications without assigning any reason or what so ever.

9. Appointment under this assignment shall be on purely contract basis for a limited period only. Such appointment shall not bestow any rights whatsoever to claim for regular appointment or continued contractual appointment in CERC.

10. Relaxation in essential qualifications/experience can be considered in deserving cases at the discretion of CERC. CERC reserves the right not to fillup all or any of the above-mentioned positions.

11. Only short-listed candidates will be called for an interaction with the Selection Committee.

12. Interested and eligible candidates may send their applications, in the prescribed format to the Assistant Chief (RA), CERC, Ground Floor, Chanderlok Building, 36, Janpath, New Delhi-110 001 by 17.00 hrs on **29th November, 2018** upto 3.00 P.M.

13. The selected candidate will be required to sign an agreement as per draft agreement enclosed as Annexue II.

Sd/- xxxxxx
(Sachin Kumar)
Assistant Secretary (P&A)
Tel: 2335 3503

Encls : Annexure I

ANNEXURE – I

RESUME

I Personal Details

1. Name :
2. Gender :
3. Date of Birth :
4. Father's Name :
5. Marital Status :
6. Permanent Address :
7. Contact Address :
8. Tel No :
Mobile No :
E Mail Id :
9. Post applied for :
10. Last Pay drawn :

Recent
passport size
colour photo

II Academic / Professional Qualification

(a) Tenth standard onwards. (Attach self attested copy of certificates)

Course / Degree and no. of years	Institute/ University / College	Year of passing	Regular / Distance education	% of marks	Subjects specialized	Achievements, if any

(b) Diplomas, if any.

(Attach self attested copy of certificates)

Course / Degree and no. of years	Institute/ University / College	Year of passing	Regular / Distance education	% of marks	Subjects specialized	Achievements, if any

III Experience

(Attach self attested copies of experience certificates in chronological order . Enclose a separate sheet, duly authenticated by your signature, if space is insufficient

Organisation / Institute / Office	Post held	Period		No. of years and months	Description of duties	Remarks
		From	To			

IV **Other Details** : Additional/ information/ specific professional achievement/ contribution

V Please state why you want to take up this role and are suitable for the post in 100 words.

(Signature of the candidate)

Date :

AGREEMENT

This agreement made on this _____ at New Delhi BETWEEN _____ hereinafter referred to as "Individual Consultant" or the party of the "first part"

AND

Central Electricity Regulatory Commission having its office at **Ground Floor (Front side), Chanderlok Building, 36 Janpath, New Delhi -110001** and represented by its Assistant Secretary (P&A) Shri Sachin Kumar, hereinafter called "the CERC" or the party of the "other part" (which term shall wherever the context means and include its representatives and assignees thereof).

WHEREAS

(a) The CERC, on being satisfied that there is a need to appoint a "Individual Consultant" invited application vide notice No. _____.

(b) The party of the first part responded to the above notice and submitted his application.

(c) The CERC, in response to the application received from the said _____ and based on the recommendation of the consultancy Evaluation Committee (CEC) has decided to engage him as an "Individual Consultant" under the provisions of the Central Electricity Regulatory Commission (Appointment of Consultants) Regulations, 2008 and its amendments.

(d) The Individual Consultant 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:

(a) "Commission" means the Chairperson and the members of the CERC including the Ex-officio member.

(b) "Confidential information" means any and all information communicated to the consultant by the CERC duly marked so.

(c) "Member" means the member of the CERC including the Chairperson and the ex-officio member.

(d) "Person" shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person;

(e) "Secretary" means the Secretary of the Commission.

2. **Nature of work:** The consultant shall be engaged as Individual Consultant in accordance with the terms and conditions contained herein below which shall be deemed to be a part of this agreement for all intents and purposes. The said "Individual Consultant" shall henceforth be designated as "**Advisor**". Also the Individual Consultant has agreed to abide by the Terms of Reference (TOR) as per Annexure-I.

3. **Commencement of assignment:** The above assignment shall commence with effect from the date of assumption of charges by the Individual Consultant in CERC i.e. _____, 2018.

4.0 **General terms and conditions:-**

(a) The Individual Consultant shall regularly attend the office of CERC during its normal working hours would be 9.30 A.M to 6.00 P.M (05 days week) including half an hour lunch break from 1.30PM to 2.00PM. The Individual Consultant shall be willing to attend office of CERC on Saturdays, Sundays and other Gazetted holidays, and also to sit beyond normal working hours in case of exigencies.

(b) There will be a provision of 15 days leave in a calendar year (January-December) on monthly pro-rata basis (in addition to the gazetted holidays as applicable in CERC) subject to prior sanction, except in emergency conditions, where approval of the competent authority should be obtained immediately after joining. The intervening Saturdays/ Sundays/ holidays, if any, shall not be counted as leave.

(c) No fee shall be paid to the Consultant for the period of his/her absence on pro-rata basis beyond the period of leave of 15 days.

(d) Leave not availed during the calendar year cannot be carried forward to the next calendar year and is not encashable.

(e) The Individual Consultant shall maintain proper decorum during his duties in CERC.

(f) The present assignment is purely on contractual basis. The Individual Consultant shall have no claim what so ever for regular appointment in CERC due to his services in CERC under this contract.

(g) In case of official tour within India, the Commission will reimburse the expenses for journey undertaken for official work by the Consultant as per the following entitlement:-

- (i) By air – Economy class/ by train (AC- II).
- (ii) Other facilities as per entitlements of Officers of CERC, who are in Pay Matrix 11 as per 7th CPC. (At minimum of scale).

5. **Duration of contract:** The contract will be for a period of two years. The period of engagement may be extended, based on satisfactory performance, by a period up to one year, on each occasion, limited to a total period of four years. An annual escalation up to 10% on the fee may be given with the approval of the competent authority based on the performance during preceding year.

6. **Payment Terms:-**

(a) The Individual consultant shall be entitled to a monthly consolidated (all inclusive) professional fee of Rs. 1,50,000/- (Rupees one lakh and fifty thousand only) excluding GST, if any.

(b) The Individual consultant shall not be entitled to any other remuneration or reimbursement or perquisites or facilities or other allowances what so ever, which is admissible to the regularly appointed officials of CERC.

7. **Deduction of Income Tax at source:** Income Tax shall be deducted at source from all the accepted payment to be made, in accordance with the provision of Income Tax Act, 1961 as amended from time to time.

8. **Termination of contract:** The contract shall be liable to be terminated prematurely by either party by giving three month's notice, or three month's consolidated remuneration as fixed vide para 6(a) here in above in lieu thereof. Provided, in case of disciplinary action the notice period shall not apply to CERC.

8.1. The Chairperson, CERC may, for reasons to be recorded in writing, relax the above clause 8 of the agreement, on the basis of a written request of "First Party".

9. **Effect of termination:** On pre-mature termination of the assignment, the CERC shall pay the Individual Consultant, the fee for the work performed by him till the date of termination of the Contract.

10. **Restrictive terms:**

(a) The Individual 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 has association.

(b) The Individual consultant further affirms and confirms that he shall hold all Confidential Information in confidence and with the same degree of care he uses to keep his own similar information confidential, but in no event shall he use less than a reasonable degree of care; and shall not, without the prior written consent of CERC, disclose such information to any person for any reason at any time;

(c) The CERC shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the consultant a compensation for the damages for violation by him of any of the terms of the agreement which shall be limited to the total fee of the assignment.

11. **Notice:** Any notice between the parties shall be in writing.

12. **Arbitration:**

(a) 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 CERC.

(b) 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.

(c) Arbitration shall be subject to English language.

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 hereinabove.

(Signature)	(Signature)
Signed by Shri_____, Individual Consultant.	Signed by, Shri Sachin Kumar, Assistant Secretary (P&A), CERC on behalf of "the CERC".
In the presence of witness--	In the presence of witness--
(Signature of witness)	(Signature of witness)
Name & Address	Name & Address

Terms of Reference (TOR)
“Engagement of Individual Consultant by CERC”

1.0 Background:-

1.1 The Central Electricity Regulatory Commission constituted under the erstwhile Electricity Regulatory Commissions Act, 1998 (short as “ERC Act”) was recognized as the Central Electricity Regulatory Commission (short as “CERC”) under the Electricity Act, 2003. The Electricity Act, 2003 has significantly enlarged the spectrum of responsibility of the Central Electricity Regulatory Commission. The Central Commission has been vested with the functions under the Electricity Act, 2003 (short as “the Act”) to regulate the tariff of the generating companies owned or controlled by Central Government, generating companies having a composite scheme for generation and sale of electricity in more than one State, to regulate inter-State transmission of electricity and determination of tariff for inter-State transmission in electricity and development of market among other functions.

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- (b) Assisting Commission for due diligence of materials used as inputs for transmission orders such as cost of power system equipment, issues related time in completion of the project including controllable and non-controllable factors like statutory clearances such as Forest/ Wild life/ Sanctuaries, various crossings (Railway/ Highway etc.), Right of way and law & order issues, etc. and any other related aspects;
- (c) Assisting the Commission for due diligence of the project documents including contract documents, Project Management tools such as CPM/ PERT/ Bar Chart etc.
- (d) Assisting the Commission for due diligence of various transmission related regulations like approach paper and draft tariff/ sharing/ connectivity regulations etc.
- (e) Investigation of any matter permissible under the Electricity Act, 2003 and as assigned by the Commission;
- (f) Any other assistance as required by the Commission.