

**CENTRAL ELECTRICITY REGULATORY COMMISSION**  
**Ground Floor, Chanderlok Building, 36 Janpath,**  
**New Delhi - 110 001, Tele.: 23353503**

File No. RA-14/1/2021-CERC

Dated, the 14 June 2022

**Engagement of Consultant to prepare a study report on “Development of a roadmap for implementation of Normative based tariff determination framework for Generation and Transmission”.**

**Terms of Reference (TOR)**

**1. Introduction:**

The Electricity Regulatory Commissions have been entrusted with the responsibility *inter alia* of determination of tariff under the Electricity Act, 2003. Section 61 of the Act empowers the Commission to specify the terms and conditions for determination of tariff. Further, Section 61 of the Act also provides that the Commission would be guided by the National Electricity Policy and Tariff Policy while specifying the terms and conditions of tariff. The principles of tariff determination specified by the Central Commission also act as guiding principles for the State Commissions. While framing the regulations, the critical challenge before the Commission is to balance the interests of the suppliers and the consumers.

Tariffs for generating stations and transmission systems are determined by the Central Commission as per the terms and conditions specified in the Tariff Regulations as applicable from time to time. Currently, CERC (Terms and Conditions of Tariff) Regulations, 2019 are in place. The tariff regulations provide for detailed procedure for computation of different components of tariff and the generating companies / transmission licensees are required to file tariff petitions with requisite details in accordance with the provisions of the regulations. The Regulations provide for a two part tariff for a generation station, viz. Fixed Cost (Annual Fixed Charge – AFC) and Energy Charge (EC). For a transmission licensee the tariff comprises only the Fixed Charge.

The Annual Fixed Charge (AFC) is determined based on the admitted capital cost as on the Date of Commercial Operation (COD) after carrying out prudence check of the individual component of costs. In this process, the Commission examines vast data which is required to be submitted before it in respect of each of the components to arrive at permissible costs for recovery through tariff. Accordingly, substantial efforts are made towards determination of Annual Fixed Cost which constitutes on an average 30% – 40% of total cost of generation.

It has often been argued by various stakeholders at different fora that such a system of elaborate examination of data to determine AFC needs a revisit. The process also attracts a massive surge in the number of petitions, particularly during transition to the new control period. In view of the above, the Commission seeks to explore an alternate approach to tariff determination.

## **2. Aim of the study**

### 2.1. To develop

- a detailed methodology and framework for the computation of tariff for generation and transmission projects, based on normative approach of tariff determination.
- a roadmap for implementation of the methodology/ framework evolved in this respect.

## **3. Scope of work:**

3.1. To review international experience on the normative tariff determination approaches/ processes for generation and transmission projects; and to review normative tariff determination approach across other infra-structure sectors in India.

3.2. To examine inter alia the following aspects:-

- (a) Feasibility of benchmarking of capital cost for generation and transmission projects, and determination of tariff on normative basis based on benchmark capital costs. If this is feasible the methodology thereof and if not, the way forward.
- (b) Establishing co-relation between capital cost and AFC based on analysis of the tariffs determined by CERC for generation and transmission projects of different vintage levels.
- (c) Based on insight from the analysis at (b) above, assessment of feasibility of (i) determination of AFC on normative basis (say, as a % of capital cost); and (ii) clustering of escalable and non-escalable components of AFC, and allowing future escalation/declaration with reference to the aforesaid clustering; or determining each component of AFC separately, some on normative basis and others on actual.
- (d) Treatment of “Additional Capitalization” as a separate stream of revenue and development of a suitable methodology for the treatment of “Additional Capitalization”.
- (e) To assess whether applicability of change in tariff principles in each control period for only the new plants is desirable for regulatory certainty.
- (f) Any other methodology for determination of generation and transmission tariff on normative basis, so as to ease the process by avoiding detailed cost scrutiny as in the existing practice.

3.3. Based on the above understanding/ methodology developed, suggest a detailed methodology to be adopted for the computation of generation and transmission tariff on normative basis in India.

3.4. To develop a road map/ framework for implementation of the normative tariff regime for generation and transmission projects in India.

3.5. To carry out any other activity that may be required for achieving the aim of the study indicated at clause 2.1

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

- 4.1. The assignment shall be completed within a period of 120 days from the date of signing of the agreement.
- 4.2. The Consultant shall be required to submit the inception report by the end of 10 days.
- 4.3. Submit first progress report by the end of 30 days, for a feedback to CERC.
- 4.4. Submit interim report (including progress made so far) by the end of 60 days based on the previous feedback of CERC.
- 4.5. 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.
- 4.6. Submit the revised draft Report after discussion with CERC secretariat by the end of 110 days from the date of signing of the agreement followed by a presentation before CERC.
- 4.7. 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 when the report is accepted by CERC in its meeting, whichever is later.
- 4.8. The timelines for deliverables are to be strictly adhered to. The individual task should be completed in phased manner and overlapping of one or more study shall not be recognized as 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.
- 4.9. No abnormal delay would be acceptable. In case of any such contingency, the study may be conducted from an alternate source at the Risk and cost of the bidder.

#### **5. Payment Schedule:**

- 5.1. 10% of the professional fee for the study will be paid as advance at the time of signing of the Contract, subject to submission of an irrevocable Bank Guarantee for equal amount to CERC. 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.
- 5.2. 20% of the professional fee on the submission of the inception report of the Study;
- 5.3. 20% of the professional fee on submission of first Draft Report of the Study;
- 5.4. 20% of the professional fee on submission of Final Report of the Study;
- 5.5. 30% of the professional fee on successful completion and acceptance of the Final Study Report, at the end of the contract period.
- 5.6. The Consultant shall provide an irrevocable Performance Bank Guarantee of 10% of amount stipulated in the agreement at the time of signing of the Contract to be valid till 3 (three) months after the expiry of the Contract. 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 CERC 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 Contract or for non-performance.

## **6. Eligibility Criteria:**

- 6.1. The format of application is provided at Annexure – I and Annexure –II.
- 6.2. The bidder is required to submit two (2) copies of bids for technical offer (each of which will be treated as original) along with a soft copy (in word format) and one copy of Financial offer, duly sealed in separate envelopes. The envelopes should be clearly marked as “Technical Bid” and “Financial Bid”, In case the financial offer is placed in the “Technical Bid” envelop or technical offer is placed in “Financial Bid” envelop the Bid of the participant shall be declared invalid and rejected.
- 6.3. The Consultant should have completed at least 5 (five) assignments in the last 5 (five) years of assisting the Electricity Regulatory Commissions i.e CERC/SERC/JERC / Electricity utilities on matters involving tariff petitions, tariff orders, regulations, business plan, ~~especially~~ in respect of generation and transmission projects. The consultant must provide necessary document(s) as proof of successful completion of the assignments from the respective client(s) without which such assignment(s) shall not be considered for evaluation
- 6.4. The bidder is expected to have complete knowledge of Electricity Act, 2003 as well as policies, Rules, Regulations and guidelines issued under the Act.
- 6.5. The Consultant should have sound legal , regulatory and financial background.
- 6.6. 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**.
- 6.7. The minimum average annual turnover of the Consultant for the last three financial years/ (2017-18,2018-19 & 2019-20 OR 2018-19,2019-20 & 2020-21), as the case may be, should be a minimum of Rs.10 crore. In case calendar year is followed as financial year by the consultants, then in such case minimum average annual turnover of such consultants shall be considered for the last three calendar years (2018, 2019 & 2020 OR 2019, 2020 & 2021) as the case may be. The consultant should submit audited balance sheet and profit & loss account of these years in support of their bids.
- 6.8. The bidders who fulfill all of the above criteria shall be termed as eligible bidder

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

- 7.1. The technical bid of only the eligible bidder, decided as per clause 6 above of this TOR, shall be evaluated for selection of successful bidder
- 7.2. Technical component will carry 70% weightage and financial evaluation will carry 30% weightage.

73. 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 shall 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 marks allocated on the following criteria:

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 involving preparation of Tariff Models/ Tariff Petitions/ Tariff Orders other regulatory assistance for a generation company in India in the last five years. <i>1 mark for each assignment which is to be evidenced by letter of award/contract agreement/completion certificate</i>	Max 10 marks
(b)	Experience in regulatory assignments involving preparation of Tariff Models/ Tariff Petitions/ Tariff Orders other regulatory assistance for a transmission company in India in the last five years. <i>1 mark for each assignment which is to be evidenced by letter of award/contract agreement/completion certificate</i>	Max 10 marks
(c)	Experience in undertaking regulatory/consultancy projects pertaining to generation and transmission (other than those indicated at (a) and (b) above) for CERC/SERCs/JERC <i>1 mark for each assignment which is to be evidenced by letter of award/contract agreement/completion certificate</i>	Max 10 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>30</b>
3	<b>The Qualification and experience of the key staff (who would actually be working on the proposed project)</b>	<b>40</b>
(a)	<b>Project Manager</b> Qualification Criteria - B. Tech with MBA/ Chartered / Cost & Management Accountant with 10 years or more experience in handling of various Acts/Regulations, technical, financial & commercial matters etc. related to regulatory framework of power sector specially in generation and transmission segment. < 10 years of relevant experience – 0 marks >Between 10-15 years of relevant experience – 10 marks > 15 years of relevant experience – 20 marks	Max 20 marks
(b)	<b>Technical Team Member</b> Qualification Criteria - B.Tech with MBA / M.Tech with 5 years or more experience in generation or transmission sector regulatory matters.	Max 10 marks

S. No.	Criteria for Technical Evaluation	Maximum Marks
	< 5years of relevant experience – 0 marks >Between 5-10 years’ of relevant experience – 5 marks >10 years of relevant experience – 10 marks	
(c)	<b>Finance Team Member</b> Qualification Criteria - Chartered Accountant / Cost and Management Accountant/ MBA Finance with 5 years or more experience in generation or transmission 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	Max 10 marks
	<b>Total</b>	<b>100</b>

**Note :**

- a) Same assignment/ project cannot be used under Evaluation (Sl.No.1 a, b and c) for more than one criteria.
- b) All assignments involving preparation of Tariff Models/ Tariff Petitions/ Tariff Orders and other regulatory assistance for a Generation utility/ ERC during a year will be considered as single assignment and can be quoted accordingly under 1(a).
- c) All assignments involving preparation of Tariff Models/ Tariff Petitions/ Tariff Orders and other regulatory assistance for a Transmission utility/ ERC during a year will be considered as single assignment and can be quoted accordingly under 1(b).
- d) Under a retainership project, assignments carried out in respect of generation project during a year shall be considered as single assignment and can be quoted under 1(a). Similarly, assignments carried out in respect of transmission project during a year shall be considered as single assignment and can be quoted under 1(b).
- e) Submission of completion certificate/ Work Order / TDS certificates etc evidencing the execution of the work from the respective client is mandatory for consideration.
- f) All the generation related tariff petition prepared for a generation utility or all generation tariff orders issued during a year for an electricity regulatory commission and/ or for the utility shall be considered
- g) Actual CV has to be submitted for each of the proposed team members
- h) The proposed project team members not satisfying the Minimum Qualification criteria will not be considered for scoring of marks.
- i) It is expected that the key members of the team proposed in the bid document shall continue throughout the assignment. In the event of any of the key members not being available for any reason, other officials 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.

The minimum qualifying marks in the Technical Evaluation is 70% of the total score for technical component.

- 7.4. Only those bidders, who qualify technically as per Clause 7.4 would be considered for Financial Evaluation.
- 7.5. 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.
- 7.6. The total score will be obtained by weighting the Technical and Financial scores.
- 7.7. Only successful bidder would be communicated the award of consultancy assignment.
- 7.8. The right to reject any or all bids rests with the CERC without assigning any reason.
- 7.9. No requests for extension of date for submission of bids will be entertained unless decided so by CERC.
- 7.10. CERC will have an option to terminate the contract by giving a notice of one month. In such a case;  
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 “CERC”, and the decision of “CERC” 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.
- 7.11. Interested and eligible bidders shall submit their proposal, in the prescribed format by **5<sup>th</sup> July 2022 upto 5.00 P.M.**
- 7.12. The address for submission of the proposal is given below:
- The Assistant Secretary(P&A),  
Central Electricity Regulatory Commission,  
Ground Floor, Chanderlok Building,  
36, Janpath, New Delhi –110001  
Ph: +91-11-23353503 Fax: +91-11-23753923  
E Mail : [rajiv@cercind.gov.in](mailto:rajiv@cercind.gov.in)
- 7.13. Queries, if any, on the TOR shall be submitted within seven days of the publication of the ToR at e mail id [rajiv@cercind.gov.in](mailto:rajiv@cercind.gov.in).

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**DETAILED PROPOSAL FOR STUDY**

**(TECHNICAL)**

**Two (2) duly signed hard copies (and a soft copy in word format in a pendrive) of this proposal along with project summary to be submitted to Assistant Secretary, CERC**

**I. GENERAL INFORMATION:**

01. Title of the Proposed Study:
02. Name and address of the Organization/: Institution
03. Name & Designation of the authorised signatory:
04. Contact address of the authorised signatory: (e-mail/fax/telephone)
05. Net-worth & Turnover of the Organization/Institution to be indicated separately
06. PAN No of the Organization/Institution

**II. TECHNICAL SPECIFICATIONS:**

01. 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
02. Brief review of the state-of-art in the field (National and International)
03. Detailed Approach & Methodology for undertaking the assignment
04. Facilities available for the proposed work in the applicant's organization/institution
05. Previous experience of the proposer in this or related field



<b>S No</b>	<b>Title of Assignment</b>	<b>Duration of assignment</b>	<b>Organisation for which the study was undertaken</b>	<b>Name of PI and Team Members of the study</b>

06. Biographical sketch of the Study Team

- Name
- Designation in the Bidding/ proposer organisation
- Date of Birth
- Years of Professional Experience
- Proposed position in this assignment
- Number of Man days to be spent on this assignment
- Field of major interest
- Additional information (if any)
- Academic/Professional Qualifications of the project team members

Degree	University/ Board	Field(s) /Subject	Year

- Experience of the professional:

Institution	Title/ Topic of study carried	Position in the study	Period

07. Capacity of the bidder/ proposer 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:  
(email/fax/telephone)
05. Net-worth/Turnover of the Organization / Institution:
06. Certificate of authorization in case of Institutes/other organizations (Format enclosed at **Annexure - V**).

**II. Fee Proposed:**

07. Amount of Fee proposed for conducting the study:

<b>S No</b>	<b>Components</b>	<b>Basis</b>	<b>Amount (in Rs.)</b>
	Consultant Charges		
	Misc./Others (if any)		
	<b><i>Total</i></b>		

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

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

**RUPEES**

Signature of the authorised signatory

**ANNEXURE – III**

**Declaration/Certification**

To

The Assistant Secretary (P&A)  
CERC  
Ground Floor, Chanderlok Building,  
36, Janpath New Delhi - 110001

Sir

I have carefully gone through the Terms & Conditions contained in the Terms of Reference (TOR) regarding study report on “**Development of a roadmap for implementation of Normative based tariff determination framework for Generation and Transmission Sector in India**”. I hereby declare that my firm has not been debarred / blacklisted 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 authorised 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 **Central Electricity Regulatory Commission, 3<sup>rd</sup> and 4<sup>th</sup> Floor Chanderlok Building, 36 Janpath, New Delhi -110001** (herein after called "the CERC") of the other part.

WHEREAS

- A. the CERC, on being satisfied that there is a need to appoint a [**Corporate consultant or Professional Expert**] to prepare a study report on “Development of a roadmap for implementation of Normative based tariff determination framework for Generation and Transmission Sector in India”\_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 CERC, 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:**

- i. “Confidential information” means any and all information communicated to the consultant by the CERC 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 CERC

2. **Nature of work:** The consultant shall be engaged as [consultant] to prepare a **study report on “Development of a roadmap for implementation of Normative based tariff determination framework for Generation and Transmission”** [hereafter called the ‘Agreement’] as per TOR.

**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 CERC.

**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 at the end of 10 days from the date of signing of the contract
  - b. Submission of first progress report by the end of 30 days from the date of signing of the contract;
  - c. Submission of interim report (including progress made so far) by the end of 60 days from the date of signing of the contract;
  - 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 contract;
  - e. Submit the revised draft Report after discussion with CERC secretariat by the end of 110 days from the date of signing of the contract followed by a presentation before CERC
  - f. Submission of Final report at the end of 120 days from the date of signing of the contract or within 10 days from the date when the report is accepted by CERC in its meeting, whichever is later.
- ii. The consultant shall make presentations before the CERC as and when required by the Secretary.
- iii. The consultant shall ensure that findings of the study and the contents of the reports submitted to the CERC are not disclosed to any person unless expressly authorized by CERC.

**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.] 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 the 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.

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 CERC, disclose such information to any person for any reason at anytime;
- iii. The CERC 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) 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. 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 the terms of this Contract 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 of 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 per cent) per day 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 may be granted.

## **8.2 Liquidated Damages for error/variation in the report.**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by CERC in a reasonable manner and shall be recovered from the Consultant by way of liquidated damages from the payment to be made as per clause 5(ii) above, subject to a maximum of 10% (ten per cent) of the Contract Value.

In addition to the liquidated damages as specified above, warning may be issued to the Consultant for minor deficiencies noted by CERC. In the case of non-completion of study/ assignment within the stipulated time or extended time, CERC 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 CERC, other penal action including debaring for a specific period may also be initiated.

## **9. Termination of contract:**

At the option of the CERC:

- (i) Without any notice: The assignment may be terminated by CERC, any time, with immediate effect, if it has come to notice of CERC 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 encashed. Further legal action may also be taken against the consultant.
- (ii) With one-month notice: The assignment may be terminated by the CERC, 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/ encashed:
  - (a) It has come to the notice of the CERC 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 CERC 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 CERC in the assignment.
  - (d) The consultant has violated any of the provisions of the agreement.
- (iii) The CERC 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 mentioned in para 8.1 and 8.2 above, CERC 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 CERC as per Clause 8 of the agreement provided at Annexure – IV.

Provided that

- (a) Consultant understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, whether confidential or not, are the property of the Commission, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Commission all such materials, including copies thereof, in his possession or under his control.
- (b) 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, CERC 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 hereinabove.



Signed by:

.....  
.....

[The consultant/Professional  
party or on his behalf of]

in the presence of [**witness**]

Signature.....

Name.....

Signed by:

.....  
.....

[on behalf of the CERC]

the presence of [**witness**]

Signature.....

Name.....

**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 the  
Authorized Signatory

Name and Designation  
Date

Official stamp of  
Organization/Institution

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