

**CENTRAL ELECTRICITY REGULATORY COMMISSION (CERC)**  
**3<sup>rd</sup> & 4<sup>th</sup> Floor, Chandernagore Building, 36, Janpath,**  
**New Delhi – 110 001**  
**Tel : 23753920/ Fax : 23753923**

No. 1/4/2010-Reg.Aff.(Consul.RE)/CERC

09<sup>th</sup> March, 2010

Sir/Madam,

**Sub: Quotations invited for “Engagement of an Individual Consultant in the area of Renewable Energy.”**

Central Electricity Regulatory Commission (CERC), a statutory organisation constituted under an Act of Parliament proposes to commission study on the above subject. The Terms of Reference (TOR) for the proposed assignment including format of application are enclosed.

2. Sealed quotations are invited from the reputed individual Consultants for the aforesaid purposes. Two separate sealed bids clearly marked as “**Technical**” and “**Financial**” are required to be submitted which may be placed in one outer envelop clearly mentioning in bold letters on top of the envelop “**QUOTATION FOR ENGAGEMENT OF AN INDIVIDUAL CONSULTANT IN THE AREA OF RENEWABLE ENERGY.**” The bids may be addressed to **Secretary, CERC** so as to reach by 1500 hours on 29<sup>th</sup> March, 2010. “**Technical**” bids will be opened by the bid opening committee of CERC on 29<sup>th</sup> March, 2010 at 1515 hours for preparing the list of bidders. Bidders may send their authorized representative to note the name and number of bidders.

3. It may kindly be noted that the proposal would be evaluated by a committee to be constituted by CERC. Selection of the Consultant will be based on TOR. In the first stage, “**Technical**” evaluation will be done by the committee based on the parameters as mentioned in the TOR. The “**Financial**” bid of only the candidate approved by Chairperson, CERC, will be opened.

**Yours faithfully,**

**Encl. as above.**

**Sd/-**  
**(Sushanta K. Chatterjee)**  
**Dy. Chief (RA), CERC**



## **Terms of Reference (TOR)**

### **“Engagement of Individual Consultant by CERC in the area of Renewable Energy”**

#### **1. Background**

1.1. The Electricity Regulatory Commissions Act, 1998 paving 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. The Act is based on the philosophy that consumers benefit from growth of competitive markets. The Act has de-licensed generation, encouraged captive power by allowing them to sell almost half of the generation without any license requirements. Multiple players are required for competitive markets.

1.3. Following are the statutory functions of CERC:

- (a) to regulate the tariff of generating companies owned or controlled by the Central Government;
- (b) to regulate the tariff of generating companies 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.

1.4. The Act has also given advisory role to CERC. It has been mandated to advise the Central Government on the matters relating to formulation of National Electricity Policy and Tariff Policy, promotion of competition, efficiency and economy in activities of the electricity industry, and promotion of investment in electricity industry.

1.5. CERC has notified the tariff regulations for electricity generated from renewable energy sources. These regulations assume special importance in view of the National Action Plan on Climate Change which stipulated that minimum renewable purchase standards may be set at 5% of the total power purchases in year 2010 and thereafter should increase by 1% each year for



ten years. The new tariff regulations are expected to promote new investments so that renewable electricity supply could expand to meet the goals stipulated in the National Action Plan. The Commission has issued generic tariff for various RE technologies for 2009-10.

1.6. CERC has also notified Renewable Energy Certificate (REC) Regulation for implementation of REC framework which is a market based instrument to promote renewable energy and facilitate compliance for renewable purchase obligations (RPO) under inter-state transaction of RE generation. REC mechanism is aimed at addressing the mismatch between availability of RE resources in state and the requirement of the obligated entities to meet the renewable purchase obligation (RPO).

1.7. In view of the above activities in the renewable energy, the Commission is proposed to engage an individual consultant in the area of renewable energy.

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

CERC proposes to engage an Individual Consultant to assist Commission in the area of Renewable Energy in discharge of its functions relating which inter alia include:

- 2.1. Analysis of various aspects – technical and economic - relevant to regulation of renewable energy sector.
- 2.2. Keeping track of trends in the international and national Renewable Energy Sector.
- 2.3. Policy issues relating to renewable energy and relevant energy statistics.



- 2.4. To assist the Commission in implementation of Regulations related to Renewable Energy tariff and REC and related matters.
- 2.5. Other related issues.

### **3. Qualification of the Consultant**

#### **3.1. Educational:**

**a) Essential:**

The Consultant shall have Bachelor Degree in Science or Engineering with a Masters Degree in Finance or Economics or Management or Engineering.

**b) Desirable:**

Research experience or PhD Degree.

#### **3.2. Experience**

**a) Essential:**

A minimum of 15 years of total working experience predominantly in techno-economic aspects of Renewable energy technologies and out of this at least 5 years in area of solar energy. Knowledge of Indian/Global Renewable Energy Scenario, concept of regulations, various legislations and government policies eg. the Electricity Act,2003, Tariff policy, National Electricity Policy, etc.

**b) Desirable:**

- i) Having published papers to his credit in the area of Renewable energy, government policies on renewables, economic and financial analysis of renewable energy technologies.
- ii) Specialization in technologies for production of electricity from solar energy.



iii) Should have understanding of :

- a. Aspects for specifying the minimum percentage of power procurement from renewable sources,
- b. Share of different renewable sources in such percentage,
- c. Methodology for pricing the non-firm power from renewable sources,
- d. Competitive procurement of energy from renewable sources,
- e. Generation based incentive for different technologies,
- f. Framework for connectivity to the grid for renewable source based power plants,
- g. Framework for inter-State exchange of renewable energy,
- h. Renewable energy credits,
- i. CDM Mechanism,
- j. Present status of Regulations/guidelines/policy related to Renewable Energy.

#### **4. Facilities to be provided by the Commission:**

- 4.1. The Commission shall provide a cabin for the consultant in its office, equipped with a net-connected PC having office suite and a telephone with local connection.
- 4.2. The consultant shall not be provided any other facility such as transport, residential accommodation, etc.
- 4.3. The Consultant may indicate a component of monthly fee as House Rent Allowance within the total financial bid. There will be an escalation of 10% p.a on the remuneration.
- 4.4. There will be a provision of 15 days leave in a year in addition to the holiday calendar of CERC.



4.5. The Commission will reimburse the expenses for journeys undertaken for official work by the Consultant upto economy class of air travel.

**5. Duration of contract**

The contract will be for two years and which may be extended one more year depending on the performance of the Consultant and needs of the Commission.

**6. Mode of working:**

The consultant shall attend office on lines of a regular official of the Commission and shall report progress of the assignment to the Secretary through Regulatory Affairs Wing, on monthly basis.

**7. Payment Terms:**

The consultant shall be paid lump sum monthly remuneration (the agreed amount) by Electronic Fund Transfer (EFT) within 10 days after certification of the monthly progress report.

**8. Termination of contracts:**

The assignment may be terminated as per clause 7 of the Contract Agreement enclosed at ANNEXURE-III.

**9. Application and Evaluation Criteria:**

9.1. The Consultant will be engaged as per CERC (Appointment of Consultants) Regulation, 2008.

9.2. The format of application is at Annexure-I and Annexure-II.



- 9.3. 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.
- 9.4. The eligible bidders as per clause 4 and 5 will be called for interaction with the Consultancy Evaluation Committee (CEC) and their performance will be evaluated based on the following criteria:

S.No.	Technical Parameters	Weights
1.	The Consultants Academic background	0.30
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	0.20

- 9.5. Based on the evaluation as above, CEC shall propose a panel of candidates (the top scorers in the technical evaluation). As per Regulation 7 of CERC (Appointment of Consultants) Regulation, 2008, the candidate (from the panel prepared by the CEC) as approved by the Chairperson shall be engaged as individual consultant.
- 9.6. Only the successful bidder would be communicated the award of consultancy assignment.
- 9.7. The consultant shall abide by the contract agreement as per **Annexure-III**.

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**DETAILED TECHNICAL PROPOSAL**

**Note: Four (4) copies of the proposal shall be submitted to Secretary, CERC**

**I. GENERAL INFORMATION /BIO-DATA:**

- 01. Name of the Candidate :
- 02. Date of Birth :
- 03. Fathers Name :
- 04. Permanent Address :
- 05. Contact address :
- 06. Tel No. :
- Mobile No. :
- email id :

**II. DETAILED RESUME:**

01. Previous experience of the candidate in this or related field in following format:

- a. Name of the Project/Assignment :
- b. Duration :
- c. Brief about the Project/Assignment :

02. Education and Experience

(a) Academic Qualifications

Degree	University	Institute	Field/Specialization	Year of Passing

(b) Experience

Institution	Area of Responsibility	Period

(c) Field of major interest

03. Additional information (if any)



**DETAILED FINANCIAL PROPOSAL FOR ASSIGNMENT**

01. Name of the Candidate :
02. Title of the assignment applied for :
04. Permanent Address :
05. Contact address :
06. Tel No. :  
Mobile No. :  
email id :  
Fax No. (if any) :
07. Amount of consultancy fee (per month) proposed for :  
(Inclusive of all direct taxes)

**(RUPEES \_\_\_\_\_ )**

( \_\_\_\_\_ )

**Signature of the Consultant**



**On 50Rs Stamp Please**

**AGREEMENT**

This agreement made on this day of ..... at New Delhi BETWEEN ..... 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 **Individual consultant in the area of Renewable Energy** invited quotations vide notice No. 1/4/2010-Reg.Aff.(Consul.RE)/CERC.
- (B) the consultant responded to the above notice and submitted his quotations vide his letter .....
- (C) the CERC, on scrutiny of the responses received in response to its above mentioned notice dated 09<sup>th</sup> March, 2010 including the one received from the consultant has decided to engage the consultant for the above said assignment under the provisions of the Central Electricity Regulatory Commission (Appointment of Consultants) Regulations, 2008
- (D) the 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:**

- (i) “Commission” means the Chairperson and the members of the CERC including the Ex-officio member.
- (ii) “Confidential information” means any and all information communicated to the consultant by the CERC duly marked so.
- (iii) “Member” means the member of the CERC including the Chairperson and the ex-officio member.
- (iv) “Person” shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person;
- (v) “Secretary” means the Secretary of the Commission.

- 2. **Nature of work:** The consultant shall be engaged as **Individual consultant in the area of Renewable Energy** 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 ..... and shall be valid for a period of two years which may be extended by one year with the mutual consent of the parties expressed through letters of agreement.

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 CERC 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 CERC are not disclosed to any person unless expressly authorized by CERC.

5. **Entitlements of the Consultant:**

- (i) The consultant shall be entitled to Rs. ....
- (ii) The consultant shall be paid as per clause 7 of Terms of Reference (**Annexure-I**).
- (iii) The consultant shall also be entitled as per clause 4 of the TOR (**Annexure-I**).
- (iv) 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/ts 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 any time;
- (iii) 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/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 CERC:

- (i) **Without any notice:** The assignment may be terminated by the CERC, any time, with immediate effect, under any of the following circumstances:
  - (a) It has come to notice that the consultant 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 CERC, under any of the following circumstance, by giving one month's notice and after providing an opportunity to the consultant to offer explanation:



- (a) It has come to the notice of the CERC that the consultant has resorted to fraud or suppression of material information or submission of false information or unethical means to secure the assignment.
- (b) The consultant has failed, without any valid justification, to adhere to the time-frame specified by the CERC in the assignment.
- (c) The consultant has violated any of the provisions of the agreement.

At the option of either parties

(iii) Both the parties namely, the CERC and the Consultant have the option to terminate the assignment by giving a notice of three months or the equivalent remuneration in lieu thereof.

8. **Effect of termination:** On pre-mature termination of the assignment, the CERC shall pay the consultant, 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 CERC.
- (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 CERC in the presence of