

CENTRAL ELECTRICITY REGULATORY COMMISSION

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

No. 30/1/2015/Reg. Aff.(Recruitt.Conslts.)/CERC

Dated, 03 December, 2019

Engagement of Staff Consultant in the Regulatory Affairs Wing of CERC

1.0 Introduction:

The Electricity Act, 2003 has significantly enlarged the spectrum of responsibility of Central Electricity Regulatory Commission. 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.

1.1 Following are the statutory functions of CERC:

- (a) To regulate the tariff of generating companies owned or controlled by the Central Government; 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;
- (b) To regulate the inter-State transmission of electricity;
- (c) To determine tariff for inter-State transmission of electricity;
- (d) To issue transmission licenses and trading licenses with respect to inter-State operations;
- (e) 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;
- (f) To levy fees for the purposes of this Act;
- (g) To specify Grid Code having regard to Grid Standards;
- (h) To specify and enforce the standards with respect to quality, continuity and reliability of service by licensees;
- (i) To fix the trading margin in the inter-State trading of electricity, if considered, necessary;
- (j) To discharge such other functions as may be assigned under this Act.

1.2 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.

1.3 Power sector is evolving in India and the present policy approach mainly aims at moving from cost plus tariff to competitive bidding basis tariff, appropriate regulatory framework for mobilizing investments, and developing electricity markets. However, the cost plus tariff will continue to be important as the assets covered by this regime are of large value.

2.0 Scope of work for the Staff Consultant:-

2.1 CERC proposes to engage staff Consultant to assist Commission in the area of Regulatory Affairs in accordance with the CERC (Appointment of Consultants) (Amendment) Regulation, 2010 as amended from time to time in discharge of its functions which, inter alia, include:-

- a. Policies and regulatory issues involving the Electricity Act 2003, Policies and various Regulations issued by the Commission
- b. Regulatory Impact Assessment
- c. Regulatory compliance (ensuring compliance of orders of CERC)
- d. Formulation of Concept note/Discussion paper and Regulations and related activities thereto
- e. Matters relating to tariff (tariff petitions, review petitions) in case of Renewable energy, Regulatory issues etc.
- f. Compiling/analyzing regulatory data / renewable energy in power sector.
- g. Assessing trend of regulatory reforms.
- i. The Consultant will work with a team of Officials in the Regulatory Affairs Wing of CERC
- j. Any other work assigned from time to time

3.0. Qualification and experience required for Staff Consultant:-

Staff Consultant	No.of Consultants	Qualifications, Experience	Consolidated Fees*
Principal Research Officer	01	<p><u>Essential Qualifications:-</u></p> <p>Post Graduate degree in Engineering/Sciences/ Economics /Public Policy/ Regulatory Governance or equivalent / Management (Finance / Infrastructure/ Power Management)</p> <p><u>Experience and Competencies:-</u></p> <p><u>Minimum Ten years</u> of overall experience with</p> <p>(i) good understanding of power sector, especially of the Electricity Act, 2003, Policies under the Act.</p> <p>(ii) minimum four years of working experience in power sector, preferably on regulatory affairs and/or generation/ transmission/distribution sector.</p>	Rs. 1,10,000/-

* Monthly fee paid shall be excluding G.S.T, if applicable. Consolidated salary shall be fixed taking into consideration the experience and salary drawn in immediate previous employment.

4. General Terms and Conditions:-

4.1 The Staff 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.

4.2 The Staff Consultant may also be required to work on extended working hours or in weekends or in holidays, if so required by the circumstances or exigencies of work. For the extended hours of work including weekends and holidays, the Staff Consultant shall not be entitled for any Overtime allowance or compensation for the same.

4.3. The Staff Consultant shall be entitled for fifteen (15) days leave in a calendar year (January to December) which shall be credited in advance, on quarterly basis, as under:

- (a) 1st Quarter: (January to March) – 04 days
- (b) 2nd Quarter: (April to June) – 04 days
- (c) 3rd Quarter: (July to September) – 04 days
- (d) 4th Quarter: (October to December) – 03 days

4.4 The Staff Consultant shall refund the excess fee paid for availing the advance leave, in case they wish to leave the said assignment in CERC.

4.5 The intervening Saturday/ Sunday / Holidays shall not be counted as leave only upto the credit limit of leave. The benefit of intervening Saturday/ Sunday / Holidays shall, however, not be permitted for the period of absence / leave which is not due.

4.6 The Staff Consultant shall not be entitled to any professional fees for the period of absence beyond the entitled leave of 15 days as above. Any availed leave during a calendar year shall not be carried forward to the next calendar year or qualify for encashment.

4.7 In case the Staff Consultant remains absent for more than 15 days beyond the entitled leave in a calendar year, without any prior intimation/prior sanction, except in case of emergency, CERC would be free to terminate the services of the said Staff Consultant.

4.8 In the event of absence on the ground of sickness, the Staff Consultant shall be required to submit a proper medical and fitness certificate. However, any leave including the leave on medical grounds beyond the cumulative period of 15 days shall be without any profession fees.

4.9 Station leave permission shall be mandatory before leaving the station, even on a holiday.

4.10 The Staff Consultant shall not be entitled to any of the allowances / facilities which are admissible to employees / officials working on regular basis in CERC.

4.11 In case of any official tour within India, the Staff Consultant shall be entitled for reimbursement of expenses for the journey undertaken as per the following:

- (i) By air – Economy class ; By train (AC- II).
- (ii) For local travel - non-A/C taxi.

5. Age Limits: The age of the applicant as on 01st January of the year of advertisement would be in accordance to CERC (Appointment of Consultants) Regulations, 2008 and amendments thereafter.

6. **Duration of Contract:** The initial engagement of Staff Consultant in CERC shall be for a period of two years. This period of engagement may, if need be, extended, based on satisfactory performance, by a period upto one year, on each occasion, limited to a total period of four years only. An annual escalation of upto 10% on the fees may be granted to the Staff Consultant with the approval of the Chairperson, CERC, based on the performance of the Staff Consultant during the preceding year, duly affirmed by the controlling officer.

7.1 **Payment Terms:** The consultant shall be paid lump sum monthly professional fees on completion of the month. TDS shall be deducted as per relevant rules.

7.2 Taxes as levied by the Government shall be deducted at source from the professional fees due to the Staff Consultant. Necessary TDS certificate shall be issued to Staff Consultant.

7.3 In the event of completion or termination of the contract of engagement by either side, the Staff Consultant shall be required to refund/return any dues, or record of any assignment or any item or equipment issued to him/her for the official work. In the event of any dispute, the decision of CERC shall be final and binding and the Staff Consultant shall not have any claim in this regard.

8. Relaxation in essential qualifications/experience can be considered in deserving cases by Competent Authority in CERC .

9. CERC reserves the right not to fill up the above position, without assigning any reasons, what so ever.

10. CERC reserves the right either to increase or decrease the number of post, at any given time, without assigning any reasons, what so ever.

11. Draft agreement to be signed between staff consultant and CERC is attached Annexure-II.

12. **Selection Process:**

(a) Only candidates who strictly fulfil the eligibility criteria will be shortlisted and called for interaction.

(b) The selection of the candidates shall be based on the ranking of combined score of the qualification, experience and interaction.

(c) Candidates called for interaction would be required to bring original documents relating to qualification, experience and salary slip for the past six months. These documents shall be examined before interaction with the selection committee.

(e) No TA/DA shall be admissible for attending interaction at New Delhi.

(f) The decision of CERC shall be final.

13. Eligible candidates may kindly send their applications, in the prescribed format to the Assistant Secretary (P&A), First Floor, Chandernagore Building, 36, Janpath, New Delhi by 27th December, 2019 by 5.00 PM.

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

ANNEXURE – I

POST APPLIED FOR :

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 (Tenth standard onwards):

(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

III Experience

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

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

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.

Date :

(Signature of the candidate)

AGREEMENT

This agreement made on this ____ day of _____, 2019 at New Delhi BETWEEN _____ hereinafter referred to as "Staff 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 "CERC" or the party of the "Other part" (which term shall, wherever the context shall means and include its successors and assignees thereof).

2.0. WHEREAS

(a) CERC on being satisfied that there is a need to appoint "Staff Consultant" had invited applications for the post of Principal Research Officer vide notice No. 30/1/2015/Reg. Aff.(Recruitt.Conslts.)/CERC dated _____, 2019.

(b) The Staff Consultant had responded to the above said notice and submitted his/her application for the post of Principal Research Officer.

(c) In response to the application received and in terms of the recommendations of the Consultancy Evaluation Committee (CEC) based on the interaction held on _____, 2019, CERC has decided to engage _____ as Principal Research Officer in accordance with the provisions of the Central Electricity Regulatory Commission (Appointment of Consultants) Regulations, 2010 as amended from time to time.

(d) The Staff Consultant has agreed for his/her engagement as Principal Research Officer in CERC as per the terms and conditions contained in this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

That the Parties to this agreement have agreed to terms and conditions mentioned below:

Scope of work

3.0 The Staff Consultant shall be engaged as Principal Research Officer 'on purely contract basis' in the Regulatory Affairs wing of CERC and shall be assigned the duties as specified in the TOR. CERC may also assign other duties and responsibilities in public interest and in exigencies of work.

Commencement of assignment

4.0 The engagement of Staff Consultant as Principal Research Officer on contract basis in CERC shall commence from the date of joining the said post i.e _____, 2019.

Working hours

5.0 The Staff 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.

5.1 The Staff Consultant may also be required to work on extended working hours or in weekends or in holidays, if so required by the circumstances or exigencies of work. For the

extended hours of work including weekends and holidays, the Staff Consultant shall not be entitled for any Overtime allowance or compensation for the same.

Duration of engagement

6.0 The initial engagement of Staff Consultant as Principal Research Officer in CERC shall be for a period of two years. This period of engagement may, if need be, extended, based on satisfactory performance, by a period upto one year, on each occasion, limited to a total period of four years only.

Profession fees/Fee

7.0 During the period of engagement, the Staff Consultant shall be paid all-inclusive monthly consolidated professional fees of _____/- (Rupees ____ only)

7.1 An annual escalation of upto 10% on the fees may be granted to the Staff Consultant with the approval of the Chairperson, CERC, based on the performance of the Staff Consultant during the preceding year, duly affirmed by the controlling officer.

7.2 The Staff Consultant shall not be entitled to any other professional fees or reimbursement or perquisites or facilities or other allowances whatsoever, as admissible to the officials appointed on regular basis in CERC.

7.3 Taxes as levied by the Government shall be deducted at source from the professional fees due to the Staff Consultant. Necessary TDS certificate shall be issued to Staff Consultant.

7.4 The professional fees shall be paid by direct bank transfer or by any other means, as may be decided by CERC from time to time

7.5 In the event of completion or termination of the contract of engagement by either side, the Staff Consultant shall be required to refund/return any dues, or record of any assignment or any item or equipment issued to him/her for the official work. In the event of any dispute, the decision of CERC shall be final and binding and the Staff Consultant shall not have any claim in this regard.

LEAVE

8. The Staff Consultant shall be entitled for fifteen (15) days leave in a calendar year (January to December) which shall be credited in advance, on quarterly basis, as under:

- (a) 1st Quarter: (January to March) – 04 days
- (b) 2nd Quarter: (April to June) – 04 days
- (c) 3rd Quarter: (July to September) – 04 days
- (d) 4th Quarter: (October to December) – 03 days

8.1 The Staff Consultant shall refund the excess fee paid for availing the advance leave, in case they wish to leave the said assignment in CERC.

8.2 The intervening Saturday/ Sunday / Holidays shall not be counted as leave upto the credit limit of leave. The benefit of intervening Saturday/ Sunday / Holidays shall, however, not be permitted for the period of absence / leave which is not due.

8.3 The Staff Consultant shall not be entitled to any professional fees for the period of absence beyond the entitled leave of 15 days as above. Any availed leave during a calendar year shall not be carried forward to the next calendar year or qualify for encashment.

8.4 In case the Staff Consultant remain absent for more than 15 days beyond the entitled leave in a calendar year, without any prior intimation/prior sanction, except in case of emergency, CERC would be free to terminate the services of the said Staff Consultant.

8.5 In the event of absence on the ground of sickness, the Staff Consultant shall be required to submit a proper medical and fitness certificate. However, any leave including the leave on medical grounds beyond the cumulative period of 15 days shall be without any profession fees.

8.6 Station leave permission shall be mandatory before leaving the station, even on a holiday.

ALLOWANCES / FACILITIES

9.0 The Staff Consultant shall not be entitled to any of the allowances / facilities which are admissible to employees / officials working on regular basis in CERC.

9.1 In case of any official tour within India, the Staff Consultant shall be entitled for reimbursement of expenses for the journey undertaken as per the following:

- a. By air- Economy class / By train (AC-II)
- b. By Non AC Taxi for local travel

CONDUCT AND DISCIPLINE

10.0 The Staff Consultant shall maintain absolute integrity and devotion to duty at all times and shall not indulge in any activity which adversely affects the functioning of CERC in any manner whatsoever. The Staff Consultant shall maintain decent standard of conduct, good character, proper discipline and utmost gender sensitization, failing which appropriate action shall be taken as per CERC circulars/GOI guidelines & instructions.

TERMINATION OF AGREEMENT

With Notice

11.0 This agreement is liable to be terminated by either parties, by mutual consent, by giving one month notice in writing to the other or one month consolidated professional fees as in para 7.0 above in lieu of such notice.

11.1 In case the Staff Consultant is unable to perform the assigned work or the work undertaken by him/her is not to the satisfaction of the Controlling Officer/Competent authority in CERC, the Staff Consultant shall be liable to be terminated after one month notice in writing.

Without Notice

11.2 In case the Staff Consultant, despite notice as in para 11.1 above, is unable to perform the given assignment to the satisfaction of the Controlling officer/Competent authority in CERC, he/she, shall be liable to be terminated in public interest, without any notice and without assigning any reason.

11.3 In case the Staff Consultant is absent from duty, for a period of more than 30 days, without prior intimation/prior sanction and is not covered under medical emergency (as in para 8.4 above) he/she, shall be liable to be terminated, in public interest, without any notice and without assigning any reason

11.4 On pre-mature termination of the assignment, CERC shall pay the Staff Consultant, the profession fees for the work performed by him till the date of such termination, after deductions, if any.

SECRECY CLAUSE

12.0 All official information, documents etc, whether in physical form or in electronic form, shall be the propriety ownership of CERC and the Staff Consultant shall not disclose the same to any person or persons or firms etc., unless required to do so, in due discharge of his/her official duties, with prior permission/approval of the Controlling officer/Competent authority in CERC.

GENERAL CONDITIONS

13.0 The Staff Consultant shall ensure that all documentation, information and credentials submitted to CERC in support of his/her candidature for engagement in CERC is authentic and both parties agree that in the event of the same being found is false, fabricated or tampered with, CERC reserves the right to summarily terminate the engagement of such Staff Consultant.

13.1 The Staff Consultant shall be liable to compensate CERC for violation of any of the terms of this agreement which shall be limited to the total profession fees of the assignment. This is without prejudice to any other rights that CERC may have under Civil /Criminal laws of this country.

13.2 During the period of his/her engagement in CERC, the Staff Consultant shall not engage in any employment elsewhere.

13.3 The Staff Consultant confirms that the current assignment is not and shall not be in conflict with any of its obligations to any party with whom he/she has association.

13.4 The Staff Consultant shall have no claim whatsoever, for regular appointment in CERC during his/her engagement in CERC in terms of this agreement.

13.5 This agreement shall replace/modify the agreements already executed by the Staff Consultant working as such in CERC and shall be made applicable to both, the existing and future Staff Consultant.

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 _____, Staff 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 and address	Name and address