

“Engagement of Staff Consultant (Legal) in the Tariff Division of DERC”

1. Introduction

The spectrum of responsibilities of Delhi Electricity Regulatory Commission (DERC) has expanded significantly consequent to the enactment of the Electricity Act, 2003 (Act). The activities presently handled by the Tariff Division involve, inter alia, assisting the Commission in drafting of Orders, framing of Regulations, preparation of replies in connection with cases filed in the Appellate Tribunal for Electricity (APTEL), High Court and Supreme Court, attending hearings of external court cases, assisting the Commission in discharge of its proceedings as per the Conduct of Business Regulations etc., and defending /monitoring the cases in APTEL, High Courts and the Supreme Court where the Commission is a party.

Owing to the increase in the quantum of work in Tariff Division, the Commission has felt the need to engage one Staff Consultant in accordance with DERC (Appointment of Consultant) Regulations 2014. The Staff Consultant would assist the Tariff Division and coordinate with Law Division of the Commission in the matters related to petitions in the Supreme Court/High Courts/Tribunals/DERC.

2. Scope of work:

The duties of the Staff Consultant in Tariff Division of DERC shall include:-

- a) Scrutiny, examination, analysis of Tariff Petitions filed against the Orders of the Commission in Supreme Court/High Courts/Tribunals/DERC.
- b) Drafting comments/replies to the Petitions/Rejoinders in respect of the issues being dealt by Tariff Division.
- c) Attending briefing with the counsels.
- d) Attending hearing during in the Supreme Court/High Courts/Tribunals/DERC related to the Petitions.
- e) Maintaining proper record in respect of various petitions being heard in the High Court/Supreme Court/ Tribunal.
- f) Other works, as may be assigned from time to time.

3. Qualifications and Experience :

Name of the position and number of position	Essential Qualification	Desirable Qualification	Consolidated monthly fee
Staff Consultant One	A graduate in Electrical Engineering from recognized institutes / universities. <u>Experience in Power Sector:</u> About 5 years (five years) in preparing Petitions, Replies, Rejoinders etc. and appearance before APTEL, High Courts, District Courts, Quasi-Judicial forums, etc. after completion of graduation.	Graduate in Law (either 3 or 5 year course) / MBA (Finance or Power or Energy) / Chartered Accountant from recognized institutions / universities. Experience in assisting Regulatory Commissions /Power Sector utilities (esp. Distribution Companies) in similar area as specified in scope of work herewith.	Rs.50,000/- to Rs.60,000/- or more Depending on qualification and experience.

- Consolidated monthly fee shall be fixed taking into consideration the experience and salary drawn in immediate previous employment. Experience less than six months will be considered in lower category.

4. **Payment Terms:-**

The consultant shall be paid lump sum monthly remuneration (the agreed amount) within seven days after completion of the month. TDS shall be deducted as per Income Tax rules.

5. **Duration of contract:-**

The Staff Consultant will be initially engaged for a period of three 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.

6 **General terms and conditions:**

- (a) The Staff Consultant shall execute the assignment under this agreement during the normal working hours at the Office of the Commission or such other places as the Commission may direct.

- (b) The Staff Consultant shall regularly attend the office of the Commission during its normal working hours from 9:30 A.M. to 6:00 P.M. (05 days a week) to execute the assignment under this agreement. There shall be an half-hour lunch break from 1:30 P.M. to 2:00 P.M. The Staff Consultant shall be willing to attend office on Saturdays, Sundays and other gazetted holidays, and also to sit beyond normal working hours in case of exigency of the work.
- (c) The Staff Consultant shall maintain proper decorum, as is expected of from an Officer, while on duty in the Commission.
- (d) The present assignment is purely on contractual basis. The Staff Consultant shall have no claim for regular appointment or seniority or counting of past service due to the services rendered in the Commission under this contract. She / he shall also not be entitled for any claim for gratuity, provident fund and any other benefits as are available for the employees appointed against regular post of the Commission.
- (e) There will be a provision of 15 days leave in a year in addition to the gazetted holidays applicable in the Commission office. Staff Consultant shall take and obtain prior written permission from the Commission in order to take Leave / temporary leave from the assignment.
- (f) In case of tour outside Delhi, the Commission will reimburse the expenses for journey undertaken for official work by the Consultant as per the following entitlement:-
 - i. By Train (AC II or AC III).
 - ii. Other facilities as per entitlements of Staff / officers of Commission to which level the Staff Consultant has been equated.
- (g) The Staff Consultant shall, subject to the work schedule, be placed under the supervision of such Officer as the Commission may by an order assign and shall report to that Reporting Officer. The Staff Consultant shall submit itself to the orders of the Commission and of the Officers and Authorities under whom he may, from time to time be placed by the Commission.
- (h) The continuation of the assignment under this agreement is subject to continuous physical fitness of the appointee and recommendations of the Competent Authority.
- (i) The Commission shall have total ownership of the system studied, designed or implemented in any phase of the assignment. All such documents or any information, that may come to his knowledge directly or indirectly by virtue of this assignment and or connected with this assignment, shall be the property of the Commission
- (j) Staff Consultant appointed shall be governed by the provisions of the Delhi Electricity Regulatory Commission (Appointment of Consultants) (Amendment) Regulation, 2014 as amended from time to time.

7 Restrictive terms:

- (a) The Staff Consultant affirms and confirms that the current assignments at the Commission is not and shall not be, in conflict with any of its previous or present obligations to any party with whom it has association, nor shall it place himself/herself in a position of not being able to carry out the assignments objectively and impartially.
- (b) The Staff Consultant affirms and confirms that he / she shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall use less than a reasonable degree of care.
- (c) The Staff Consultant affirms and confirms that any information / data that may be marked to it by the Commission or by any other organization under the directions of the Commission, which comes to the knowledge or its possession by virtue of engagement of this agreement, shall not be disclosed to any unauthorized person in any manner.
- (d) The Staff Consultant further affirms and confirms that it shall not, without the prior written consent of the Commission, disclose such information / data to any person for any reason at any time
- (e) The Staff Consultant shall not conduct in any manner or undertake any such assignment with any of the Licensees of the Commission, which might be in conflict with current obligation nor shall it place himself / herself in a position of not being able to carry out the assignments objectively and impartially.
- (f) For any breach of clause of this agreement, the Commission shall, without prejudice to any other action that it may initiate against the Staff Consultant as per law, subject the Staff Consultant to liability to pay the Commission such compensation as may be decided by the Commission keeping in view of violation of any of the terms of this agreement, the nature, manner and motive of the information disclosed and the extent of the damage caused by such unauthorized disclosure, which shall in any case be limited to the total of the consolidated remuneration paid for the assignment till the date of default.

8 Termination of contract:

- (a) The Commission reserves its right to foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons in case it is noticed that the work and / or conduct of the Staff Consultant is not satisfactory and / or in case it is found that the Staff Consultant has worked / working in a manner which is prejudicial to the interest of Commission and / or any case of prosecution / disciplinary action has been initiated against the Staff Consultant in connection with any past employment or personal misconduct by a competent authority / Court of Law and / or in case it is noted the Staff Consultant has been engaged in any other employment concurrent to this appointment and / or in case it is found that the employment has been obtained by fraud or submission of false particulars or for any other reasons which Commission may deem fit, for such termination.

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- (b) The contract shall be liable to be terminated pre-maturely by either party by giving one month's notice or one month's consolidated remuneration, as fixed vide para 10 (a) hereinabove, in lieu thereof.
9. Relaxation in essential qualifications / experience can be considered in deserving cases at the discretion of DERC.
 10. DERC reserves the right not to fill up or any of the above-mentioned positions.
 11. Only shortlisted candidates will be called for an interaction with the Selection Committee.
 12. Interested and eligible candidates may kindly send their applications, in the prescribed format to the Secretary, DERC, Viniyamak Bhawan, C-Block, Shivalik, Malviya Nagar, New Delhi – 110 017 by **05.01.2015**

ANNEXURE

BIO-DATA

I. GENERAL INFORMATION

- 01. Name Of the Candidate :
- 02. Date of Birth :
- 03. Father's Name :
- 04. Permanent Address :
- 05. Contact address :
- 06. Telephone No. :
- Mobile No. :
- Email id :

II. (a) Academic /Professional Qualifications :-

Degree	University	Institute	Field/Specialization	Year of Passing

(b) Experience :-

Details of employment, in chronological order, Enclose a separate sheet, duly authenticated by your signature, if the space below is insufficient				
Office /Institute/Organization	Post Held	From	To	Nature of duties in brief

(c)

Additional information, if any, which you would like to mention in support of your suitability for the post. Enclose a separate sheet, if the space is insufficient	
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Signature of the Candidate

Date: