

DELHI ELECTRICITY REGULATORY COMMISSION (APPOINTMENT OF CONSULTANTS) REGULATIONS, 2001

02/99 GOVERNMENT OF INDIA Oetht Gazettem EXTRAORDINARY PUBLISHED BY
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EXfRAORDINARY DELHI ELECTRICITY REGULATORY NOTIFICATIONS Delhi, the 6th August.
200 1 in exercise of power conferred on it by section 6}, sub-secfon (2) clause {n} of the [jeth' Electricity
Reforms ACT, 2000 (Act 2 of 20011 the DeEhi Elecmcity Regulata-y Commission hereby makes the
following Regulations namely - 1. Short title and commencement (i) These Regulations may be called the
DeEhi Electricity Regulatory Commission (Appointment af Cansu(fants; Regulations, 200) (Ji) These shau
came into force with effect from tne date of thar publication in the officed Gazette

**2. Definitions (i) In these Regulations unless the confexf athemqse requires (a) "Act" means, Delhi
Etecmcly Reforms Act, 2000 (Act 2 of 2ff)I (b) "Commission" means the Delh\ Electricity
Regulatory Commission constituted under section) of the Act.(c) "Consulfanf" ncludes any indiV'dua(,
firm. body or persons, not fhe employment of 'he Commission, who which possesses or has access to any
speaalized knawledge, experience cr skill. (d) "Officer" means on officer ot the Commisston. (e)
"Secretary" means the Secretary of the Commission. (n) Words or expressians occumng in these
Reguiot'ons and not defined heren bul defined in the Act Shai' bear the same meanng as in the Act**

**3. Scope of Work {i) Consultants will nat be normally apparhted for routine day to doy wark for
which staff is available.(Ji) Consultants WOUid be engaged executing speeahzed tasks for which sk'ls
are either not avai!able within the staff ot the Comrnssior or where the nature cf !Obs spec'fc and time-
bound. Detaded terms of engagement be drawn up each case and agreed to between the Consultant and the
Comrnss'on pra to award ot consuEtancy (w) The terms of engagement would speary tne exact nature ot
fine tasks fo oe undertaken by the Consultant. the tme ol[owed for completon of each task ond the specific
auputs that are to be prowded by the Consultant en relation to each of tho tasks 4. Period of engagemem
Consultants witi be engaged tor the minimum period required in no case v."!l the maximum pereod ot
engagement exceed two years**

PART I V] 5

**6. DELHGAZETIE EXTRAORDINARY Categorisation of Consultants (I) Endividual consultants
will be categorised Inta three groups based on their expertise and experience, as per the table given
below: - 9 Category Advisars Sr.Consultants Consultants Minin•wm Educational Qualification Masters
Degree Ph.D. Masters Degree Ph.D. Masters Degree* Minimum Experience 15 years • 18 years 8 year 12
years 3 years 5 years *Note In the case at lawyers, chartered accaunfants and engineers, the educational
qualification will be the relevant professional quaüfcation (ii) The Commission may appropriate cases, for
reasons fo be recorded in writing, relax the minimum educational qualifications keeping in view the averal
expertise and experience of the person being considered for engagement as Cansultant/Adwsor. Fees &
Other Charges (i) A consolidated fee af the rates mentioned below wauld be payabte for each category af
Individual Consultant/Advisor No other payments apart from the consolidated fee wtEt be paid except for
an additional amount ta cover contingences, which Will be capped at an amount af 10% ot the fees
payable. (iii) Where the consuEtants have to incur expenditure on traveE and stay at a pEace away from
the normal pEace af residence, the Commission wiEE reimburse DA by allowing an additianaE
expenditure in Eumpsum as indicated in the table beiaaw. The number af days on which this lumpsum
wiEE be payable will be determined as appropriate tn each case. The cost of traveE wilt be separately**

reimbursed by an appropriate class of service, which never be lower than that permitted for a Grade A gazetted officer of the Government of National Capital Territory of Delhi Category Advisors Sr. Consultants Consultants Fee per Man-day Rs. 3000 Rs. 2000 Lump sum per day for Daily Allowance Rs. 2000 Rs. 1500 Rs. (iv) these regulations regarding fees payable also apply to former and retired Government servants engaged (v) in the case of an institutional consultant, the rates for different categories at Indraprastha Consultants will be used to determine the reasonableness of costs allocated to consultant time. In addition to the costs for consultant time and the fees payable will be allowable for overheads on account of 7

8. DELHI GAZETTE EXTRAORDINARY office expenditure like telephone, photocopying, tax expenses etc The limit for contingency expenses in the case of institutional consultant will be 10% of the fees payable for consultant time besides the amount allowed as overhead for office expenses. Appointment of Consultants (i) Terms of Reference for the appointment of consultants for specific tasks will be prepared by an officer of the Commission and will be submitted to the Secretary for seeking the approval of the Commission. (ii) The Secretary ensure that budgetary provisions exist for the proposal prior to putting the proposal up for consideration by the Commission. The scope of the services described in the TOR shall be compatible with the available budget. (iv) The Commission may decide either to invite combined technical and financial proposals or separate technical and financial proposals (v) The Commission prescribe the minimum qualifying marks for the technical bid. After approval of the Terms of Reference by the Commission, the Secretary will cause the Request for Proposals to be issued inviting proposals from interested consultants, ensuring that appropriate publicity is given in each case. It will not, however, be necessary to go through the process of issue of public advertisement particularly where the value of the fee is below Rs. 2 lakhs. In each case Request for proposals (i) The request for proposal shall include the following - (a) A letter of invitation stating the intention of the Commission to enter into a contract for provision of consulting services, the source of funds, the details of the plan and the date, time and address for submission of proposals (b) Information to Consultants shall contain all necessary information, by providing information on the evaluation process and by indicating the evaluation criteria and factors and their respective weights and the minimum pre-qualification score, that will help Consultants prepare responsive proposals. (c) Terms of reference shall be prepared to define clearly the objectives, goals and scope of the assignment and provide background information including a list of existing relevant studies and basic data to facilitate the Consultants preparation of their proposals. If transfer of knowledge, training an objective, the TOR will detail the number of staff to be trained. TOR shall list the services and surveys necessary to carry out the assignment and the expected outputs (for example reports, data, surveys etc linked to each task in the TOR (d) Draft contract as per format in Schedule 1

9. DELHI : EXTRAORDINARY Receipt of proposals (i) Enough time shall be allowed for the consultant(s) to prepare and submit their proposals, While the time allowed shall depend on the assignment, it will normally not be less than two weeks, during which period that (those) consultant(s) may seek clarifications about the information provided in the TOR. (ii) The Commission may decide to extend the deadline for submission of proposals, as deemed appropriate by it. (iii) No amendments to the technical or financial proposals shall be accepted after the deadline except before a negotiating committee appointed by the Commission. The proposals shall be submitted in sealed cover. Where the Commission prescribes that separate technical and financial proposals are to be submitted they shall be submitted in separate sealed envelopes. Evaluation of proposals Proposals will be evaluated both on the basis of quality as well as cost. Where the Commission decides that proposals are to be evaluated separately on technical and financial basis, the evaluation of the technical proposal shall not have access to the financial proposals, until the technical evaluation is completed. I. Technical Evaluation (i) Technical evaluation will be done by a Committee nominated by the Commission taking into account the following criteria Each criterion shall be marked on a scale of 1 to 100 and then the marks for each criterion shall be weighted to become weighted average technical scores. Weights in the following ranges be used by the technical Committee with the approval of the Commission to calculate the weighted average technical score for each proposal - Criterion The Consultants relevant experience for the assignment The quality of the methodology proposed The qualifications of the key staff proposed The extent of transfer of knowledge to the staff of the Commission Range of weights 0.10 to 0.20 0.20 to 0.50 0.30 to 0.60 0.00 to 0.05 Note. The mix of weights approved by the Commission must total to 1 (ii) Where the

assignment depends critically on the performance of the key staff the proposal shall be evaluated on the qualifications of the individuals proposed to be appointed using the following criteria - (a) General qualifications General education and training, length of experience, positions held, time with the consulting firm as staff, experience in developing countries etc. 12 DELHI GAZETTE : EXTRAORDINARY [PART (b) Adequacy for the assignment: Education, training, experience in the specific sector, field, subject and relevance to the particular assignment. (c) Regional Experience: Knowledge of the administrative system, organization and culture at the local/regional level. (i) After the technical evaluation is completed, the Commission shall inform those candidates whose proposals did not meet the minimum qualifying marks or were considered non-responsive to the terms of reference and their financial proposals will be returned unopened after completing the selection process. Simultaneously, those candidates who have secured the minimum qualifying marks shall be informed about the date and time for opening the financial proposals giving sufficient time for the Consultants to be present at the opening, should they so desire 12. Financial Evaluation (i) The financial proposals of the pre-qualified Consultants will be opened by the committee in presence of consultants or their representatives whose bids are shortlisted for financial evaluation. The proposed prices shall be read out. The details shall be recorded in minutes of the proceedings. (ii) The Secretary will cause a review of the financial proposals to be done. Arithmetical errors corrected, The cost will be converted to a single currency using uniform rates. Selling (exchange) The proposal lowest cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices

13. Evaluation of financial and technical scores (i) The total score shall be obtained by weighting the technical and financial scores and adding them. The weight for the financial score shall be as prescribed by the Commission In each case taking into account the complexity of the assignment and the relative importance of quality However, the weight will never exceed 0.3 for the financial score in any case (ii) The Commission may appoint a negotiating Committee to enter into both technical and financial negotiations. Where technical negotiations are conducted, they be completed prior to pre-qualification of the Consultants. Financial negotiations can be entered for any aspect of the financial proposal including the unit rates for staff - months, contingency amounts, lump sum reimbursement of travel and living expenses and payment terms. (iii) The Commission may reject all proposals if they are found to be unresponsive or unsuitable either because they represent major deficiencies in compliance with the TOR or they involve cost substantially higher than the original estimate 14. Single source selection Single source selection shall be used only in exceptional cases where it is appropriate and represents a clear advantage because the tasks represent a natural continuation of DELHI GAZETTE : EXTRAORDINARY previous work carried out by the Consultant, where a rapid selection is essential, for very small assignments where the fee payable does not exceed Rs. 2 lakhs in each case or where only one firm is qualified has experience the assignment

15. Selection of individual Consultants (i) Individual Consultants will be employed assignments which teams of personnel are not required, no additional outside (home/office) professional is required and where the experience and qualifications of the individual are the paramount requirement. (ii) Individual consultants will be selected on the basis of their qualifications for the assignment. They may be selected on the basis of references or through comparison of qualifications among those expressing interest in the assignment or approached directly by the Commission. Capability will be judged on the basis of academic background, experience and as appropriate — knowledge of local conditions, system and government organization

16. Conflict of interest Consultants shall not be hired any assignment that would be in conflict with their current obligations to other clients that may place them in a position of not being able to carry out the assignments objectively and impartially

17. Saving of inherent power of the Commission Nothing in these provisions shall bar the Commission from adopting a procedure which at variance With any of the provisions of these Regulations, if the Commission. in view of special circumstances of the matter or class of matters and for reasons to be in writing, deems it necessary expedient to depart from the procedure prescribed in the regulations

18. General power to amend The Commission may at any time and on such terms as it may think fit amend any provision of these Regulations for the purpose of meeting the objectives with which these Regulations have been framed

19. Power to remove difficulties It any difficulty arises in giving effect to any the provisions of these Regulations; the Commission may, by general or special order do anything, not inconsistent with the provisions of the Act, which appears to it to be necessary or expedient for the purpose of removing the difficulties.

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14 DELHI GAZETTE : EXTRAORDINARY SCHEDULE 1 [PART IV] ARTICLES OF AGREEMENT made on this BETWEEN day of the month of the first part and the Delhi Electricity Regulatory Commission (hereinafter called "the Commission") of the other part WHEREAS the Commission has engaged the party of the first part as a Consultant and the party of the first part has agreed to provide the consultancy services to the Commission, on the terms and conditions hereinafter contained. NOW THESE PRESENT WITNESSES and the parties hereto respectively agree as follows. The party of the first part shall submit itself to the orders of the Commission and of the officers and authorities under whom it may from time to time be placed by the Commission. 2 The party of the first part shall complete the assignment as contained in Annexure "A" within a period of commencing from 3 The party of the first part shall be paid as under

4. The schedule of payments shall be as under, 5. No TA/DA shall be admissible to the party of the first part for local journey in connection with the consultancy assignment 6 The party of the first part shall not disclose to any unauthorized person any information and data that may be supplied to it by the Commission or by any other organization under the directions of the Commission. All such documents or any information, that may have come to its knowledge directly or indirectly by virtue of the assignment, shall be the property of the Commission 7. The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligation to other clients nor shall it place it in a position of not being able to carry out the assignments objectively and impartially

8. In case of any default on the part of the party of the first part in completion of the work within the time schedule agreed to between the parties as herein above, the party of the second part shall be at liberty to get the work completed from any other agency at the risk and cost of the party of the first part 9. In case of any difference or dispute between the parties arising out of this Agreement, it shall be referred for arbitration to a person nominated by the Commission. The DELHI GAZETTE EXTRAORDINARY proceedings shall be subject to the Arbitration and Conciliation Act, 1996, as amended from time to time. 10. The payment of fee to the party of first part shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force. 11. The Commission reserves its right to foreclose, terminate or cancel the engagement of the Consultant without assigning any reasons. In such cases, party of the first part shall be paid remuneration after taking into consideration the part of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the Commission, and the decision of the Commission shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases. 12 In respect of any matter for which no provision has been made in this agreement, the provisions contained in the general instructions of the Government on the subject of 15 engagement of consultants shall apply. In witness whereof the party of the first part and to the Commission on behalf of the Commission have hereto put their hands on the day and the year first above written. Signed by first part in the presence of Signed by the party of the first part for and on behalf of the Commission in the presence of 2000 (q) 2001 2)-\$1 61 8—12-2000 w8/4/2000-qft/S049-51 5 GFTatT fäkl 7TH 2 (m) (a) 2001 8 2000 81QT arrtT7T 8 1 2000 16 (v) g) 3 4 5. DELHI GAZETTE : EXTRAORDINARY .3TTZü7T ! arrzü7T 2 (10) grrfäö 197B 3(gtf) 4—5/63/ n« (\$58) 1/5/64 1978 14, I RÄz*r ZRT I OTT OTT I (PART P NRI I VI 2 3. 4

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4. The Commission shall have powers to make such amendments to these regulations from time to time in accordance with requirements of 5th meeting of the Commission. The Secretary of the Commission shall also have the authority to issue directives from time to time in order to ensure smooth implementation of these regulations.

5. If any difficulty arises en giving effect to any of the orcvisear'G o? the Commission may, by general or speciat order, do ar.*./ih.ng With the provisions oi the Act, vvvh appears to If to be neces.or*, er removrng the difficulties. 21 DELHI GAZETTE : EXTRAORDKNARY OERC (Delegation of FinanctaJ Powers) Regulahons 2007) Delhi Electricity Regulatory Commission Del ation Of Financial Powers Re olations 2001 S No. item of Ex endfiure 2 Moneto 'Imit u Powers ot the Cammission 3 which ex ndiiure can be incurred -Unspecified items Qt centingept expen<ftuce {a) Recurrng Non-recumng Vehicles Man ten ance upkeep and jrs Condemnation cf vehicles OUice and CQrrQuteg Purchase af all office eqtpments typewnters. typewnters, equipmentsr electraruc ncludng electraruc in tercam calculators. Did aphanes. Full pawers Fuli pawers Full pawers Full pawers Fuli powers Full powers Full powers Fuli owers Full owers Full powers full pawers Powers Df the Head Ot the Department 4 RS 10.000/-pa In each case Rs 50,000/- p.a 'n each case hull pawers Full pawers Full powers Rs. 5 lakhs p Powers Df the Head Ot the Office 5 un each case RS 10,000/-pa in each case Rs 7.500/- pm er venc'e RS 50.000/- p a 2 lakhs p.a. RS Rs mmo/-p.a. Rs 20.000/- p.a Rs. 20.000/- p a A endix A Rules, orders, restrictions or scaes subject to which the expenditure shon be incurred 6 Subject ta Instructions issued by GO' and Gavi af NCTD fram tme ta tme Procurement ta be made through NIC copying machines, frank'ng machtnes, filing and indexng Computers systems. accessones (including Carnputers personal Computers) Montenance af Computers af a" kinds 4. Furniture end Purchase Re ar Hire af office furn:tture. heater. coders. Purchase of Desert Coaler & Roam Coaler. Atr candihaner. subpct assessmentf requirement Of an bas's af system sfudy Rs. 50.000,- Fuli owers Fu'i ers Full pawers Fun powers Na item of difure DELHI GAZETTE EXTRAORDINARY DEREC (Delegation of Flnonaol Powers) Regulations 2001) Maneta limit u ta Which endfiure Can be incurred Purchase gt Pawers of the Commission Full Powers Fu!l pawers Fut! powers Full powers Full Full powers FU" powers Full powers Ful powers inducing ta powers sancton excess calls relating to offiqal duties. Full power Powers af the Heod Of the Department RS 50.000/- a. (b) b Purchase af stationery stares mentioned 'n the list under Appendix 9 to Campilahan af the General anaracl Rules, 1963 Locd purchase af petty statione stares. Lacai purchase ot rubber stom s and office seals Pnnnteng and Blndlng Publications Payment of Publicity charges Rs 2 S lakh p a RS 5,000/-0.0 Rs. S lakh p C the executed if Iacoiil Full ers

7. Telephone (b) Sanctaan af residential telephones/intemet connectla-s With telephones bne In case of atficers drawing salary the sccie ecurvoient that Of Dy Secy In the Govt af Inda or above Sanc tyan af residential telephones/intemet connectlons with separate telephones lune In case at officers drawqng salary in the scale below to that ot Dy. Sec in the Govt. of Indo Far entitled category of o(ficers the re.mbursement Of call charges limited to 1000 coils p m over lthe free cahs allowed by MTNL far tejeplane line and sarnlor number af caus allowed for internet telephone ime as well os the rental charges Non-eniltled affiaals' Imit restncted upta 00 cans p m. subject to prescnbed rates Full pawers pawers Including powers to sanction calls excess relating ta affiaal dunes. Full power Powers af the Head Of the Office Rs 5.000/- p a Rs S,000/-pa. Rs 2,000/- p Rs. 2,50.000/- pa ef the lab executed laccil Rs. 25,000,- .a Nil pawers upto calls wdhn sancttaned Lrnif Full power 23 Rules, orders. restrictions ar scales subject to which 'he expenditure shall be incurred AN advertisements to be released through Dip Subject ta ccndit!an that the na cf such sanchens shall not exceed 25% of the no. of such posis in the ccse prescribed limit for calls is exceeded for requirements of duties, CtfiCid certificate ta this effect shall be furnshed by the Officer concerned item of DELHI GAZE rTE EXTRAORDINARY DERC (DeJegohon of Fmonc.' powers) Regulüt•on\$ 200 Manetarylmtlueia which can be Incurred Powers of the Cammisstan power I Including powers sanct•on Powers oi the Head Of the Department Ful: power , Inc;udlng excess cu',s to affic•a' duties Pawers of the Head Of the Office I Fu" powers up •o scnc',lonec.i Revmborsemenr OF I telephone cl•orges (coil! and I ren'all case of O' vate resldenfa 'elenhone .r 'he Q' a'fcer: or spouses calls c'fic•c' B Rent (i)Ordinary Office accqmmqdcilqn Where •he accommoaafon IS I entirely .seo for the office I used per.•ly office and resvdence residential and Other purpases Full power Full power I Fu I power Futi power Full oower Full oowe Rs SC300/- p per Oulidng If tne work executed I deportmento!ly Full Powers If the work execu•e-:} [PART Rules, orders, restrictions ar scales subject to which the expenditure Shail be Incurred Subject ta the condition •heocco dance ren' fixed by the I flxot'On and I comm,afee also sublect to I fu'fillment lad i cond'tff,s down DFP Rues, 973 139 petty Wqyks and Repair- cf ond I speci01 repars to Covev ment I O'wned ou'ldlngs, Irc:udng I ••It'lngs water-s onc electrlC Insllolcl•ons •n I such oui dings and repars to per bvllldng 'f I decrqon of Govt 's I Inda and Govt work executed NCTD from deoOrt mentolly of I of such-I •nstellOt•ons ' Ord•norj ernrv_ b J d bu .d:rgs r 10 MIScejianeeys Chqrges another cgency Ful! power power I Fult cower I Ful' tower Full power Gov' I F u:: power to the decisions of Gon non-recurnng and Rs 1,000/- of Indo cr,d Govt I Gos cna Worer I Full pawer cnarpes 11 Lega' Charges oæcders, Dower recurr,ne Full 00wer cone.' 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Disposal ot obsolete surplus Or unserviceable stares S.No. 5000/-0 Moneta timitu to which ex enditure can be incurred Powers of the Commission Full ower Full power Ful' pawer Full power Full po Ner pawers including pawers grenl relxcllan fram provis;ans af regulatEcns framed by the CammssEan In cases Fun power Full power Full vower Powers of the Head Of the Department Full awer Full power Fult pawer Ful' pawer Full power Full powers cs per DERC (MA) Regulations far cases covered under ReguEatEans 20000/- Powers ot the Head Of the Office FuEl ower Full power Full powers as per DERC (MA) Regulations far cases covered under Regulations 10,000/- p.m 10000/- a 25000/ Rs. 50.000/- Rules, orders, restrictions or scales subject to which the expenditure shall be incurred The cppantments shall be made in accordance Wi th relevant regulations framed b DERC Subject TO norms fixed b GONCTD Th'e CS (MA} Rules. ta be taäawed ill] framng of medical attendance regulations by the Commssron Sublect ta avalabl'ty of budget at o AMY SRIVASTAVA Secs (Delhi Electricity Rezuiaior. 'on) 26 DELHI GAZEITE • EXTRAORDINARY 6 2001 [PART 3#frqq, 1966 7, 227 YfafrTft IV (1966 17 17 (1966 (fiq 11 üÜ) q•frni, ii HIGH COURT OFDELHI NEW DELHI NOTIFICATION Delhi, the 6th August, 2001 No. 134/Estt./E.6/DHC/Rules.—In exercise of the powers confetTed by Section 7 of Delhi High Court Act. 1 966 read Article 227 ofthe Constituuton ofIndia and all other powers enabling it in this behalf, the High court ofDelhl with the pre,,ous approval ofthe Lt. Governor ofGovt. ofN C.T. ofDelh] hereby makes the follow,ng amendments in Schedule appended to Chapter 1 7 ofHigh court Rules and Orders. Volume tv (1966 Edition), regulat,ng the fee regarding preparation and supply of attested copies of records of Civil

and Criminal Courts by all the Copying Agencies in Delhi Subordinate Courts under the control of the District & Sessions Judge, Delhi. PART I V] DELHI GAZETTE EXTRAORDINARY 27 I The following shall be substituted for the Existing Schedule Appended to Chapter 17 (1966 Edition) (See Rule 1) (a) Fee charged for 'Ordinary Attested Copies' —On an application for 'Ordinary Attested Copies' Rs. 5/- per page irrespective of number of words/lines shall be charged and a uniform extra fee of Rs. 10/- shall be charged as 'Processing Fee'. (b) Fee charged for 'Urgent Attested Copies' :—On an application for 'Urgent Attested Copies', i.e., copies to take precedence of other copying work, Rs. 5/- per page Irrespective of number of words/lines shall be charged and a uniform extra fee of Rs. 25/- shall be charged as 'Processing Fee'. NOTE These amendments shall come into force with immediate effect. By Order of the Court BHARAT BHUSHAN, Registrar. Pated by the Manager, Govt of India Press, Ring Road, Mayapur.. New Delhi, - 110064 and Published by the Controller of Publications, Delhi-110054. -33002/ 9 REGISTERED No. D. L.—33002/99 GOVERNMENT OF INDIA Oethi Gazette EXTRAORDINARY PUBLISHED BY AUTHORITY 12, 23, 1935 No. 11 1] [xTXT.q.Q.R. æi. 239 DELHI, WEDNESDAY, FEBRUARY 12, 2014 MAGHA 23, 1935 [N.C.T.D. No. 239 a-TPT—III PART—III GOVERNMENT OF THE NATIONAL CAPITAL TERRITORY OF DELHI 2014 fr#) 2014 2000 (2001 2)\$1 61•, — (2) F gg 2001, fäg, 1. — Ch) hgf" f@frug, 2014 I €4) Rfä I 590 DG/2014 (1) [PART III 2 DELHI GAZETTE : EXTRAORDINARY 2. 3 — 3 (iv) (v) \$1 fig ' 3. 5 — 5 (ii) (iii) GTVfi:— •(iii) 4. 15 g — 15 15 (1) 34T4SBT --ö (3<-äu) 3 PART III] DELHI GAZETTE : EXTRAORDINARY 110017 "KR OTT ' Q-T "€Tlh 31SH 3-TCFTT \$1 2001 (QA) 2, -2003 2 (11) (q) 2, -2003 2 (43) aft I GTI-gtr•T I (8) aft (Ø aft OTTT 4 10. DELHI GAZETTE : EXTRAORDINARY -Q *7TT I [PART III (q-qT) 1 1961 * 12. erd: -g- +a•--Qi--a -\$ I (u) 9:30 600 (g-45 5 200 fäg \$1 Etä i (AT) a, I (v) 15 \$1 ii. ftfré I (go *HI-a \$1 \$1 PART 111] 13. ud: DELHI GAZETTE : EXTRAORDINARY 5 GTöT[I a-Fu (a) ß-g, a-ft a-Fu 14. Vfh (u) IO(g) 15. 16. 17 -\$1 18. qu.R-e.T<T: 6 DELHI GAZETTE : EXTRAORDINARY [PART 111 -0 Rq--u -t (u) 1996 19

PART III] DELHI GAZETTE : EXTRAORDINARY DELHI ELECTRICITY REGULATORY COMMISSION NOTIFICATION New Delhi, the 12th February, 2014 7 Delhi Electricity Regulatory Commission (Appointment of Consultants) (Amendment) Regulations, 2014 No. - . - - In exercise of the power conferred under section 61, sub-section (2) clause (n) of the Delhi Electricity Reforms Act, 2000 (Act 2 of 2001) the Delhi Electricity Regulatory Commission and all other powers enabling it in this behalf, and after previous publication, the Delhi Electricity Regulatory Commission hereby makes the following regulations, to amend the Delhi Electricity Regulatory Commission (Appointment of Consultants) Regulations, 2001, (hereinafter referred to as 'the principal regulations'), namely:- 1. Short title and commencement.- (a) These regulations shall be called the Delhi Electricity Regulatory Commission (Appointment of Consultants) (Amendment) Regulations, 2014. (b) These regulations shall come into force with effect from the date of their publication in the Official Gazette

2. Amendment of Regulation 3 of principal regulations - A new clause (v) shall be added after clause (iv) of Regulation 3 of the principal regulations as under (v) assisting the Commission in performing their functions, if the Commission is satisfied that there has been increase in quantum; of work in the Commission or regular posts could not be filled due to various constraints." 3. Amendment of Regulation 5 of principal regulations.- A new clause (iii) shall be added after clause (ii) of Regulation 5 of the principal regulations as under "(iii) Staff consultants" 4. Insertion of a new Regulation 15 A. — After Regulation 15 of the principal regulations, a new regulation 15 A shall be added as under : " 15 A. Staff Consultant: (1) The Commission, on being satisfied that there has been an increase in the quantum of work of the Commission, or difficulties arising in filling regular posts, may decide to engage a Staff Consultant in exigencies of work, to assist the Commission in discharge of their functions effectively and direct the Secretariat to take further steps. (2) The Commission shall invite applications by publishing notice in the National Dailies and Commission's website and by giving, as far as possible, a period of four weeks for making applications by interested persons. (3) Before publishing the notice, the Commission shall identify the qualification and experience requirements keeping in view the relevant provisions of the Commission's Regulations governing the recruitment against regular posts. (4) The Staff Consultant may be categorized based on the qualification and length of experience ranging from two to fifteen or more years and offered a consolidated fee, which shall be decided by the Commission on case to case basis. The fee so decided under this clause may stand revised at the end of every year with an escalation of 10%. 8

DELHI GAZETTE : EXTRAORDINARY [PART 111 (5) The Chairperson shall constitute a Selection Committee which shall interact with the candidates and recommend names of suitable persons for engagement as Staff Consultants and the fee to be paid for approval of the Chairperson. (6) The Selection Committee for appointment Of Staff Consultant shall be same as prescribed for the appointment of regular Staff / Officers of Commission. (7) For constitution of appropriate Selection Committee, the nature of work, duties and responsibilities and level Of work envisaged from Staff Consultant may be equated with the Staff/ Officers of Commission. (8) The Staff Consultant shall normally not be engaged for a period more than three years. (9) The Staff Consultant shall enter into an agreement with Commission as per the draft agreement, consisting of terms and conditions of appointment, given at Annexure - A. JAYSHREE RAGHURAMAN, secy. DELHI GAZETTE : EXTRAORDINARY AGREEMENT agreement made on , resident of "Staff Consultant" or the party of the "first part" AND day 9 Annexure - A BETWEEN hereinafter referred to as The Delhi Electricity Regulatory Commission having its office at Viniyamak Bhawan, C-Block, Shivalik, 2 Secretary, herein aner called Malviya Nagar, New Delhi - 110 017 and represented by Commission or the party of the 'other part', which term shall wherever the context means and includes its representatives and assigns. 3 4 5 WHEREAS (a) The Commission, on being satisfied that there is a need to appoint a "Staff Consultant for specialised task / from amongst the appiicanis who specific work of had applied tar the post of Staff Consultant against the advertisement dated (b) The party of the first part had responded to the aforesaid advertisement and submitted his / her application. (c) "I*he Commission, in response to the application received from the party of the first part and based on the of the Selection Committee, decided to engage him / her as "Staff recommendation dated under the provisions of the Delhi Consultant for specilized task / specific work of Electricity Regulatory Commission (Appointment of Consultants) Regulations, 2001 as amended from time to time. (d) The party of the first part has agreed to take up the above said assignment. NOW THESE PRESENT WITNESSES and the parties hereto respectively agree as follows: Definition: (a) Commission means Chahpersons and Members of the Delhi Electricity Regulatory Commission (b) Chairperson means the Chairperson of the Authority or Appropriate Commission or the Appellate Tribunal; as the case may be (as defined in Sec. 1) of the Electricity Act, 2003. (c) Member means Member of the Appropriate Commission or the Appellate Tribunal; as the case may be (as defined in Sec. 2(43) of the Electricity Act, 2003. (d) Secretary means the Secretary of the Delhi Electricity Regulatory Commission or any other officer of the Commission authorised by the Commission to discharge the responsibilities of the Secretary in his/her absence for a iimited periåd. (c) Reporting Officer means an Officer / Officers of the Delhi Electricity Regulatory Commission under whose supervision the individual consultant shall be placed and to whom the individual consultant shall report to. (f) Competent Authority means an Officer of Commission, who is competent to take a decision in a matter placed before him. (g) "Confidential Information" means any and all information communicated to the staff consultant by Commission either verbally or in writing duly marked or by any other organization under the directions of the Commission, which comes to the knowledge or in the possession of the Staff Consultant either directly or indirectly by virtue of execution of this agreement.

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7. DELHI GAZETTE : EXTRAORDINARY [PART 111 (h) "Person" shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person.(i) "Government" means Government of National Capital Territory of Delhi. Nature of work: The party of the first part shall be engaged as Staff Consultant in the area of The commencement of assignment: The assignment shall commence with effect from the date of assumption of day of charge by the party of the first part i.e. year(s) from the date of assumption of The duration of contract: The contract will be for a period of 8. charge, which may be extended for one more year depending on the performance and needs of the Commission on mutually agreed terms. 9. IO. Designation: "Staff Consultant" shall henceforth be designated as Staff Consultant Payment Terms: (a) The Staff Consultant shall be paid at the end of each month a consolidated remuneration of only) per month inclusive of all direct and indirect taxes. (Rupees Rs. (b) The Staff Consultant shall NOT be entitled to any other remuneration or reimbursement or perquisite or facilities or other allowance admissible to the employees appointed against a regular post of the Commission. Deduction of Income Tax at source: Income Tax shall be deducted at source from all payments approved to be made, in accordanCe with the provision of Income Tax Act, 1961, as amended from time to time. General terms and conditions: 12. (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 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. Sheme 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:- PART 111] ii. DELHI GAZETTE : EXTRAORDINARY By Train (AC 11 or AC 111). 11 Other facilities as per entitlements of Staff / officers of Commission to which level the Staff Consultant has been equated. 13. (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. 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. 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. 12 (b) 15. (a) (b) 16

17. DELHI GAZETTE : EXTRAORDINARY [PART 111 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 IO(a) hereinabove, in lieu thereof.Effect of termination: On pre-mature termination of the assignment, the Commission shall pay the party of the first part remuneration for the work performed by him / her till the date of termination of the Contract. In such cases, the party of the first part shall be paid remuneration after taking into consideration the part of work completed prior to such foreclose, termination or cancellation of the engagement as may be decided by the Commission, and the decision of the Commission shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases. Notice: Any notice between the parties shall be in writing. In respect of any matter for which no provision has been made in this agreement, the provisions contained in the general instructions of the Government of NCT Delhi on the subject of engagement of consultants shall apply. Arbitration: 18. (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 Commission. (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 subjected to and conducted in 'English' language. JURISDICTION: In respect of any legal proceedings arising as a result of or relating to or incidental to this 19. agreement, the courts in Delhi/New Delhi alone shall have exclusive jurisdiction. and the Secretary on In witness whereof the party of the first part above named behalf of the "Commission" have executed this Agreement of the day, month and year mentioned herein above. (Signature) Staff Consultant. [n the presence of witness-- (Signature of witness) Name Address of the witness (Signature of witness) Name Address of the witness (Signature) Secretary on behalf of "Commission" In the presence of witness-- (Signature of witness) Name Address of the witness (Signature of witness) Name Address of the witness Printed by the Manager, Government of India Pressa Ring Road, Mayapuri, New Delhi- 1 10064 and Published by the Controller of Publications, Delhi-1 10054.