

“बिजनेस पोस्ट के अन्तर्गत डाक शुल्क के नगद भुगतान (बिना डाक टिकट) के प्रेषण हेतु अनुमत. क्रमांक जी. 2-22-छत्तीसगढ़ गजट/38 सि. से. भिलाई, दिनांक 30-5-2001.”



पंजीयन क्रमांक “छत्तीसगढ़/दुर्ग/ सी. ओ./रायपुर/17/2002.”

# छत्तीसगढ़ राजपत्र

( असाधारण )

प्राधिकार से प्रकाशित

क्रमांक 222]

रायपुर, गुरुवार, दिनांक 22 सितम्बर 2005 – भाद्र 31, शक 1927

**CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION**  
Civil Lines, G.E. Road, Raipur (C.G.)-492 011

**Raipur Dated 13<sup>th</sup> September 2005**

No. 8/CSERC-2005. In exercise of the powers conferred under Sections 181(1) and 91(4) of the Electricity Act, 2003 (No.36 of 2003), the Chhattisgarh State Electricity Regulatory Commission hereby makes following Regulations, related to the appointment of consultants for special technical works of Commission;

**1. Title and Commencement of the Regulations:**

- (1) These Regulations shall be called the Chhattisgarh State Electricity Regulatory Commission (Appointment of Consultants) Regulations, 2005.
- (2) The Regulations shall come into force from the date of publication in the Chhattisgarh Rajpatra.

## 2. Definitions

- 2(1) In these Regulations, unless the context otherwise requires:
- (a) **'Act'** means the Electricity Act, 2003 (36 of 2003);
  - (b) **'Commission'** means the Chhattisgarh State Electricity Regulatory Commission.
  - (c) **'Chairperson'** means the Chairperson of the Commission;
  - (d) **'Member'** means Member of the Commission;
  - (e) **'Secretary'** means the Secretary of the Commission;
  - (f) **'Officer'** means an officer of the Commission'
  - (g) **'Consultant'** means any individual, firm, body or association of persons, not in the employment of the Commission, who or which possesses or has access to any specialized knowledge, experience or skill.
  - (h) **'State Government'** means the Government of Chhattisgarh.
- 2(2) Words or expressions occurring in these Regulations and not defined herein but defined in the Act shall bear the same meaning as in the Act.

## 3. Scope of work.

- (1) Consultants will not be normally appointed for routine day to day work for which staff is available in the Commission.
- (2) Consultants would be engaged for executing specialized tasks for which skills are either not available within the staff of the Commission or where the nature of job is specialized and time bound.
- (3) Detailed terms of engagement of consultants will be drawn up in each case and agreed to between the consultant and the Commission prior to award of consultancy.
- (4) The terms of engagement would specify the exact nature of the tasks to be undertaken by the consultant, the time allowed for completion of each task and the specific outputs that are to be provided by the consultant in relation to each task.

## 4. Period of engagement

Consultants will be engaged for the minimum period required. In no case will the maximum period of engagement exceed one year. On justifiable reasons, extension of contract may be given for a duration of six months, and only twice against such contracts.

**5. Categorization of consultants**

- (1) Consultants may be institutional or individual. Individual consultants will be categorized into one of the two levels based on their expertise and experience, i.e. Senior Consultants and Consultants.
- (2) A senior consultant should have relevant academic qualification and experience of at least 15 years in a senior position in a reputed organization including the Central/State Govt., PSU, private company etc. A consultant should have relevant qualification and experience of at least 10 years.

**6. Fees & other charges**

- (1) For individual consultants engaged on monthly basis a consolidated monthly remuneration shall be paid, as may be decided by the Commission from time to time, but shall not exceed rupees thirty thousand.
- (2) For service on daily basis, remuneration per day shall be as follows subject to the condition that engagement on daily rate shall not normally be for more than 10 days:

<u>Category</u>	<u>Remuneration per day (Rs.)</u>
Sr. Consultant	1,500/-
Consultant	1,000/-

The Commission may consider higher daily remuneration in suitable cases.

- (3) Individuals who are directly appointed by the Commission as Consultants, under these regulations for specific time periods on monthly basis, shall be eligible to avail the holiday's applicable to the Commission employees. They shall also be permitted one-day casual leave of absence in a month. Any absenteeism over and above shall be treated as leave on loss of emolument and deduction made on pro rata basis in the respective monthly emolument.
- (4) In the case of institutional consultants the rates normally will be as determined through competitive bidding. In exceptional cases where single source selection is required for the reasons explained in clause 14, rates of different levels of individual consultants will be used to determine the reasonableness of the cost allocated to consultant time in the proposal. A maximum of 10% over the cost of consultant time so arrived will be allowable for overheads for office expenses. Additional up to a limit of 10% of the cost of consultant time will be payable as contingency. Travelling expenses wherever required will be payable at rates approved by the Commission.
- (5) The consultants until and unless otherwise allowed by the Commission, will work with the Commission at its headquarters. Where the consultant has to incur expenditure on official travel and stay at a place away from

the normal place of duty, the Commission will reimburse DA by allowing an additional expenditure in lump sum. The number of days on which this lump sum will be payable will be determined as appropriate in each case. The cost of travel will be separately reimbursed by an appropriate class of travel as decided by the Commission.

- (6) The fees payable to consultants as per these regulations will also apply to former and retired Government employees of public sector undertakings engaged as consultants.

## **7. Appointment of consultants**

- (1) The terms of reference (TOR) for the appointment of consultants for specific tasks will be prepared and approved by the Commission.
- (2) The scope of service described in the TOR shall be compatible with the available budget. The need for such an assignment will decide the scope of work.
- (3) The Commission may decide either to invite combined technical and financial proposals or separate technical and financial proposals.
- (4) The Commission will prescribe the minimum qualifying mark for the technical bid.
- (5) After approval of the TOR by the Commission, the Secretary will invite 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 in cases where the likely value of consultancy is below Rs.2 lakh in each case, where commission may call for application or offer or nomination from such individuals, firms, companies, association of persons, bodies, institutions as the Commission may consider appropriate. The decision of the Commission shall be final in this regard.

## **8. Request for proposals**

The request for proposal shall include the following: -

- (1) A letter of invitation stating the intention of the Commission to enter into a contract for provision of a consulting services, the date, time and address for submission of proposals.
- (2) Information to consultants shall contain all necessary information that will help the consultants prepare proposals 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.
- (3) The 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 in preparation of their proposals. If transfer of knowledge,

training is an objective, the TOR will detail the number of staff to be trained. The 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.

- (4) Draft contract shall be as per proforma as given in schedule.

**9. Receipt of proposals**

- (1) The consultant shall be allowed enough time to prepare and submit his proposal. While the time allowed shall depend on the assignment, it will normally not be less than two weeks, during which period firms may seek clarifications, if any, about the information provided in the TOR.
- (2) The Commission may decide to extend the deadline for submission of proposals, as deemed appropriate by it.
- (3) No amendments to the technical or financial proposals shall be accepted after the deadline except before a negotiating committee appointed by the Commission.
- (4) 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 furnished in separate sealed envelope, both kept in main envelope.

**10. 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 evaluators of the technical proposal shall not have access to the financial proposals, until the technical evaluation is completed.

**11. Technical evaluation**

- (1) 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 criteria shall be weighted to become average technical scores. Weights in the following ranges will be used by the technical committee with the approval of the Commission to calculate the weighted average technical score for each proposal: -

Criterion	Range of Weights
The Consultants relevant experience for the assignment	0.10 to 0.20
The quality of the methodology proposed	0.20 to 0.50
The qualifications of the key staff proposed	0.60 to 0.30
The extent of transfer of knowledge to the staff of the Commission	0.10

Note: The mix of weights approved by the Commission must total to 1.00

- (2) 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 firms as staff, etc.
  - (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 culture at the local/regional level.
- (3) After the technical evaluation is completed the Commission shall inform those consultants whose proposals did not meet the minimum qualifying mark 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 consultants who have secured the qualifying marks shall be informed about the date and time for opening the financial proposals giving sufficient time to them to be present at the opening should they so desire.

## 12. Financial evaluation

- (1) The financial proposals of the pre-qualified consultants will be opened by the committee in presence of consultants or their representatives whose bids are short listed for financial evaluation. The prices proposed shall be readout. The details shall be recorded in the proceedings of the committee.
- (2) The Secretary will cause a review of the financial proposals to be done. Arithmetical errors will be corrected. The cost will be converted to a single currency using uniform selling (exchange) rates.
- (3) The proposal with lowest cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

e.g. **Financial Score of Firm A =  $100 \times LP/(QP)$**   
**where LP = Lowest Price and**  
**QP = Quoted Price of firm "A"**

## 13. Evaluation of financial and technical scores

- (1) The total score shall be obtained by weighing 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.

- (2) The Commission may appoint a negotiating committee to enter into both technical and financial negotiations. Where technical negotiations are conducted, they will be completed prior to pre-qualification of the consultants. Financial negotiations can be entered into 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.
- (3) The Commission may reject all proposals if these are found to be unresponsive or unsuitable either because they represent major deficiencies in complying with the TOR or involve costs substantially higher than the original estimate.

**14. Single source selection**

Single source selection shall be resorted to only in exceptional cases where it is appropriate and represents a clear advantage because:

- (a) the tasks represent a natural continuation of previous work carried out by the consultant, or
- (b) quick selection is essential, or
- (c) the assignments are small and the fees payable do not exceed Rs.2 lakhs in each case, or
- (d) only one person is qualified or has experience for the assignment.

**15. Selection of individual consultants**

- (1) Individual consultants will be employed for assignments for which teams of personnel are not required, no additional outside (home/office) professional support is required and where the experience and qualifications of the individual are of paramount requirement.
- (2) 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, administrative system and government organization.

**16. Other terms and conditions**

- (1) Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients or that may place them in a position of not being able to carry out the assignments objectively and impartially.
- (2) The consultant shall work under the control and supervision of the Chairperson of the Commission or officers as may be authorized by him,

but shall be liable to furnish its independent professional expert opinion. The consultant shall submit the report/advice to the Chairperson.

- (3) The other terms of appointment of the consultant, in addition to consolidated remuneration and other conditions given in these Regulations, may be decided by the Commission in each case.
- (4) In case of noncompliance of the Regulations and orders of the Commission, the Commission may take suitable action as per the provisions under the Act., Rules and Regulations or the Commission may deem any other action as proper.
- (5) The Commission shall have full and unrestricted right to appoint a consultant or terminate, curtail or extend the terms of any consultant at its sole discretion,
- (6) The consultants appointed by the Commission shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the Commission.
- (7) Without the express written consent of the Commission, a consultant appointed by the Commission shall not utilize, publish, disclose, or part with any information collected for the Commission and the consultant shall be duty bound to hand over the entire record of the assignment to the Commission before the expiry of the contract.
- (8) Reports and other materials delivered by the consultant shall become sole / property of the Commission and if the Commission may use it in the manner it likes. The Commission shall have the right to post it on its website

**17. Inherent power of the Commission**

Nothing in these provisions shall bar the Commission from adopting a procedure which is at variance with any of the provisions of these Regulations, if the Commission, in view of the special circumstances of the matter or class of matters and for reasons to be recorded in writing, deems it necessary or 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**

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



**Note:-** In case of any difference in the interpretation or understanding of the provision of the Hindi version of these regulation with those of the English version (the original version), the latter will prevail and in case of any dispute in this regard, decision of the Commission shall be final and binding.

**By Order of the Commission**

**(Ajay Srivastava)**  
**Dy. Secretary.**

## SCHEDULE

ARTICLES OF AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_  
BETWEEN \_\_\_\_\_ of the one part and the Chhattisgarh  
State 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:

1. 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 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 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.
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 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 \_\_\_\_\_ for \_\_\_\_\_  
the party of the first part in the presence of \_\_\_\_\_

Signed by \_\_\_\_\_ the \_\_\_\_\_ to the Commission for and on  
behalf of the Commission in the presence of \_\_\_\_\_