CENTRAL ELECTRICITY REGULATORY COMMISSION
8th Floor, Tower-B, World Trade Center,
Nauroji Nagar, New Delhi – 110029

No. ADMN-11017/8/2026-CERC Dated 30th October, 2026

Sub: "Engagement of Individual Consultant at the level of Sr. Advisor (Law)"

1. 0. **Background:**

1.1 The Central Electricity Regulatory Commission constituted under the erstwhile Electricity Regulatory Commissions Act, 1998 (short as "ERC Act") was recognized as the Central Electricity Regulatory Commission (short as "CERC') under the Electricity Act, 2003. The Electricity Act, 2003 has significantly enlarged the spectrum of responsibility of the Central Electricity Regulatory Commission. The Central Commission has been vested with the functions under the Electricity Act, 2003 (short as "the Act") to regulate the tariff of the generating companies owned or controlled by Central Government, generating companies having a composite scheme for generation and sale of electricity in more than one State, to regulate inter-State transmission of electricity and determination of tariff for inter-State transmission in electricity and development of market among other functions.

1.2 Following are the statutory functions of CERC:

a. to regulate the tariff of generating companies owned or controlled by the Central Government;
b. to regulate the tariff of generating companies other than those owned or controlled by the Central Government specified in clause (a), if such generating companies enter into or otherwise have a composite scheme for generation and sale of electricity in more than one State;
c. to regulate the inter-State transmission of electricity;
d. to determine tariff for inter-State transmission of electricity;
e. to issue licenses to persons to function as transmission Licensee and electricity trader with respect to their inter-State operations;
f. to adjudicate upon disputes involving generating companies or transmission licensee in regard to matters connected with clauses (a) to (d) above and to refer any dispute for arbitration;
g. to levy fees for the purposes of this Act;
h. to specify Grid Code having regard to Grid Standards;
i. to specify and enforce the standards with respect to quality, continuity and reliability of service by licensees;
j. to fix the trading margin in the inter-State trading of electricity, if considered, necessary;
k. to discharge such other functions as may be assigned under this Act.

1.3 Under section 66 of the Electricity Act, CERC has been mandated to take steps for promoting the development of a market (including trading) in power taking into account the National Electricity Policy. Under section 60 of the Act, CERC also has the power to deal with situations of market domination. It can issue appropriate directions to a licensee or a generating company if such an entity enters into any agreement or abuses its dominant position or enters into a combination which is likely to cause or causes an adverse effect on competition in electricity industry.

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

1.5 The Commission, in discharge of its functions, is assisted by different wings. The activities presently handled by the Legal Wing involve inter alia drafting of inputs for orders, regulations, record of proceedings of oral hearings, and assisting the Commission in discharge of its proceeding as per the CERC (Conduct of Business) Regulations, 1999 etc.

1.6 The Commission receives petitions for determination of tariff for generating stations/units, transmission systems, petitions for grant of license and also petitions of miscellaneous nature involving adjudicatory jurisdiction of the Commission.

1.7 In view of the above activities, the Commission proposes to engage Individual Consultant in the capacity of Sr. Advisor (Law). The detailed Terms of Reference containing the essential qualifications/ experience, duties and responsibilities and process of selection are given below: -

2.0 Duties and responsibilities of the Individual Consultant: -

The duties of the Consultant Sr. Advisor (Law) shall be as under:

a. Assist the Commission in drafting of inputs for orders in petitions related with:

   i. Miscellaneous/adjudication matters pertaining to Transmission/Generation projects

   ii. Determination of tariff of Generation and Transmission companies.

b. Assisting the commission in framing of regulations;

c. Render legal opinion/substantial legal advice on issues before the Commission;

d. Provide advice to the legal counsels engaged by the Commission in respect of matters before the Appellate Tribunal for Electricity, High Courts and the Supreme Court; and

e. Assist in monitoring regulatory compliance by regulated entities of the Commission.

f. Advise/guide the staff of the Commission in disposal of the petitions. The scope includes, but not limited to interacting with the staff of the Commission and staff of the Corporate Consultant groups;

g. Any other work as assigned by the Commission.

3.0 Qualifications and experience required

Post	No. of post	Qualifications, Experience &Competencies	Consolidated Professional Fee
Sr. Advisor (Law) to the Commission	01	**Qualification:** Bachelor's degree in law from a reputed institution/University, **Experience:** At least 15 years' working experience (post qualification) in the Power Sector/ Judicial body/ Regulatory/quasi-judicial body, dealing with legal matters. The candidate should have • Excellent drafting, communication and analytical skills • Adept at working on computers, including MS Office. **Desirable:** In-depth understanding of the regulatory framework in the electricity sector, including the Tariff Regulations and the adjudicatory mechanism. • Knowledge of relevant legislations of India. • The policy framework including the National Electricity Policy and Tariff Policy. • Experience in drafting inputs for orders and the process of framing/ drafting regulations	Rs. 2,50,000/-

**Monthly fee paid shall be excluding G.S. T, if applicable.*

4.0 Consolidated Fee: An individual consultant shall be engaged in the category of "Sr. Advisor (Law)" with a consolidated fee of Rs.2,50,000/- (excluding GST), if applicable, per month.

4.1 Other Conditions of Service

Medical benefits:

(1) Reimbursement of Medical insurance is provided for OPD/IPD treatments upto the ceiling of Rs. 34,000/ per year. The consultant who has retired from Government Departments / Public Sector Undertakings (PSUs) etc. and are already availing medical facilities under any Government medical scheme shall not be eligible for reimbursement of medical insurance premium.

4.2 Reimbursement towards Books and Periodicals

(2) Re-imbursement for purchase of books and periodicals up to the ceiling of Rs. 2,400 per month inclusive of taxes.

5.0 General terms and conditions:

5.1 Normal working hours would be 9.30 A.M to 6.00 P.M (05 days week) including half an hour lunch break. The personnel may be called on Saturdays/ Sundays and other gazetted holidays, and required to be present beyond normal working hours in case of exigencies.

5.2 In addition to holidays notified by Central Government, the Individual 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. The intervening Saturdays/ Sundays / holidays, if any, shall not be counted as leave. Un-utilised leave shall not be carried forward to the next calendar year and is not en-cashable. Leave of any other nature is not admissible

(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

5.3 The Individual 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.

5.4 In case the Individual 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 Individual Consultant

5.5 In the event of absence on the ground of sickness, the Individual 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.

5.6 In case of tour within India, the Commission shall reimburse the expenses for journey undertaken for official work by the Consultants as per the following entitlement:-

(a) By air- Economy class;
(b) By train (AC-II tier),
(c) For local travel - Non-AC taxi.

5.7. **Age limit:** The age of the applicant to be appointed as Individual Consultant for different categories as on 1st January of the year of advertisement shall be below 62 years; Provided that no Consultant would be retained in the Commission after attaining the age of 65 years.

6.0 **Duration of contract:** The contract will be initially for a period of one year. On finding their performance satisfactory, the engagement shall be extended for a further period of three years. Subsequently, based on continued satisfactory performance, the engagement may be extended for an additional period up to a maximum of two years and limited to a total period of six years. In deserving cases an annual escalation up to 10% on the fee may be given with the approval of the Chairperson based on the performance of the individual consultant during the preceding year.

TERMINATION OF AGREEMENT

With Notice

7.0 This agreement is liable to be terminated by either party, by mutual consent, by giving a notice of three months or the equivalent remuneration in lieu thereof. Provided, in case of disciplinary action, the notice period shall not apply to CERC.

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

Without Notice

7.2 In case the Consultant, despite notice as in para 7 above, is unable to perform the given assignment to the satisfaction of the Controlling officer/Competent authority in CERC, the contract shall be liable to be terminated in public interest, without any notice and without assigning any reason.

7.3 In case the 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, the contract shall be liable to be terminated, in public interest, without any notice and without assigning any reason

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

8.0 Applications are to be submitted in prescribed format only (Annexure-I). Otherwise, the applications which are not in prescribed format are liable to be rejected. Incomplete applications or those received after due date will not be entertained and will be summarily rejected without any communication. The decision of the Consultancy Evaluation Committee regarding eligibility of the candidate shall be final.

9. Secrecy Clause

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

(9.2) The Consultant will not utilize or publish or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of their assignments or during the course of, assignment for the CERC without the express written consent of CERC.

(9.3) The Consultant will maintain highest standards of integrity, transparency, competitiveness, economy and efficiency while working in CERC. The consultant so appointed shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of CERC nor will indulge in any activity outside the terms of the contractual assignment

10.0. Procedure for Selection

10.1 The Consultants will be engaged in accordance with the terms and conditions laid down in Central Electricity Regulatory Commission (Appointment of Consultants) Regulations, 2008 and its amendments from time to time (copies available on Commission website www.cercind.gov.in).

10.2 The eligibility will be considered by a Consultancy Evaluation Committee (CEC) to be set up by Commission and their performance will be evaluated based on the following criteria:

S.No.	Technical Parameters	Weights (in %)
1.	The Consultant's Academic background and relevant experience for the assignment	0.50
2.	Drafting skills of the Consultant	0.30
3.	Knowledge of the working environment, such as language, culture, administrative system, and other relevant factors	0.20

10.3 Based on the evaluation as above, the Consultancy Evaluation Committee shall prepare a panel of candidates and will carry out selection process thereafter.

11. The Commission reserves the right to reject any or all applications without assigning any reason, or whatsoever.

12. Appointment under this assignment shall be on purely contract basis for a limited period only. Such appointment shall not bestow any rights what so ever to claim for regular appointment or continued contractual appointment in Commission.

13. Relaxation in essential qualifications/experience can be considered in deserving cases at the discretion of the Commission.

14. Commission reserves the right not to fill up all or any of the abovementioned positions.

15. Only short-listed candidates will be called for an interaction with the Selection Committee.

16. The CEC may, in its discretion, reserve the right to conduct a written test to evaluate the drafting and presentation skills of the candidates.

17. Interested and eligible candidates may apply online through CERC's official website http://vacancy.cercind.gov.in/cerc/public. The applicants are also requested to submit a hard copy of the application in the prescribed proforma, given in Annexure-I, to the Dy. Chief (Admin.), 8th Floor, Tower-B, World Trade Centre, Nauroji Nagar, New Delhi 110029 by **20th November, 2026 up to 5.00 PM**. Incomplete applications or applications received after the due date will be rejected.

(Rajiv Kumar)
Dy. Chief (Admin)

ANNEXURE – I

POST APPLIED FOR :

RESUME

I Personal Details

Recent passport size colour photo

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 :

II Academic / Professional Qualification

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

b. Diplomas, if any.
(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	Remarks
		From	To			

(Attach self-attested copies of experience certificates 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 attach a sample copy of a report and presentation prepared by the candidate.

VI Please state why you want to take up this role and are suitable for the post in 100 words.

(Signature of the candidate)

Date :