

GUJARAT ELECTRICITY REGULATORY COMMISSION

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REQUEST FOR PROPOSAL (RFP)

Proposal/bids invited from consultancy firms to provide assistance to Gujarat Electricity Regulatory Commission (GERC) in the work of Preparation of the GERC (Multi-Year Tariff) Regulations for the 4th Control Period.

1. Introduction

The Gujarat Electricity Regulatory Commission (GERC) was constituted by the Government of Gujarat on 12th November, 1998 under provisions of Electricity Regulatory Commissions Act, 1998, and commenced functioning on 19th April, 1999. Subsequently, the Gujarat Electricity Industry (Re-organization and Regulation) Act, 2003, was passed almost concurrently with the Central Government's Electricity Act, 2003. Accordingly, the Commission has come under the purview of the Electricity Act, 2003, as the Electricity Regulatory Commissions Act, 1998 has since been repealed.

GERC is an autonomous quasi-judicial body responsible for regulation of the Power Sector in the State of Gujarat, consisting of generation, transmission, distribution, trading and use of electricity etc. Its primary objective includes taking measures conducive to the development of the electricity industry, promoting competition therein, protecting the interests of consumers and ensuring supply of electricity to all areas.

2. Terms of Reference

GERC has notified the (Multi Year Tariff) Regulations, 2016 for determination of tariff of the generating stations within its jurisdiction and for intra-state transmission and distribution of electricity. In the said regulations, the hybrid approach, consisting of actual cost of service and pre-specified normative parameters had been followed to induce efficiency in financial and operational performance.

The control period of the aforementioned Regulations was from 01.04.2016 to 31.03.2021. The Commission vide its Orders dated 22.12.2020 and 24.09.2021 decided to defer the next 5 years control period for a further period of two years, i.e., up to 31.03.2022. Further, the Commission has recently vide Suo Motu Petition No. 2140 of 2022 proposed to initiate Suo Motu Proceedings directing all the concerned generating companies, SLDC and licensees to file the Tariff Petitions for FY 2023-24 which comprising of Truing up of FY

2021-22 and Approval of Aggregate Revenue Requirement (ARR) and Determination of Tariff for FY 2023-24 based on the principles and methodology as provided in the GERC (Multi- Year Tariff) Regulations, 2016 and amended thereof, and decided to defer the implementation of the MYT Regulations, framework for further one year.

During such period till date, the Ministry of Power notified the National Tariff Policy, 2016 and proposed draft amendments therein. Further, the Central Electricity Regulatory Commission (CERC) has notified Regulations on the above subjects and there are several judgements from Appellate Tribunal of Electricity, various High Courts and Supreme Court of India on various aspects of Regulations countrywide. Hence, the Commission desires to revisit the (MYT) Regulations, 2016 keeping in view Regulations on the above matters notified by various State Electricity Regulatory Commission (SERCs), Central Electricity Regulatory Commission (CERC), and judgments of Appellate Tribunal of Electricity (APTEL), various High Courts and Supreme Court of India. Further, the Commission also desires to review the model regulations evolved by Forum of Regulators, policy papers, circulars, office memorandums, notifications etc. issued by the ministry, niti aayog and various authorities on the aspects of the subject matter.

3 Scope of Work

- I. Analysis of the GERC (Multi-Year Tariff) Regulations, 2016 and other related regulations/orders/guidelines and identify areas where amendment/s is/are required in consultation with the Commission.
- II. Submission of the study report based on the analysis of model regulations evolved by Forum of Regulators, similar regulations issued by CERC, various SERCs, judgements issued by GERC and other Commissions, APTEL, various High Courts, and the Supreme Court of India, rules and codes being specified by CEA and various circulars, policy papers, notifications, office memorandum, guidelines issued by the ministry or various authorities on the various aspects of abovementioned regulations with literature survey of National and International Journals of repute.
- III. Collect and assimilate actual data on Norms & Components of tariff for FY 2014-15 to FY 2021-22 (Eight Years) and analyse the said information for setting the Tariff Design, Norms and Mechanism for Incentive & Disincentive in the Draft (MYT) Regulations for the 4th Control Period.
- IV. Analysis of the historical financial and technical performance of the distribution licensees, transmission licensees and generating companies, and prepare baseline data for evolving norms and also prepare a benchmark study based on comparable entities.

- V. Review of the existing operational norms/performance parameters and suggest inclusion/deletion of norms, appropriate principles, and methodologies for determination of tariff for distribution function by considering the provisions in the Electricity Act 2003 and also based on the experiences in various states taking into account the favorable and unfavorable conditions peculiar to the Gujarat.
- VI. Evolve appropriate methodology for determining performance linked norms for various expenditure items in utilities. Suggest performance linked norms reflecting efficiency considering historical data and efficiency based on benchmarking the performance with comparable entities and also suitable incentive disincentive mechanism for norms.
- VII. Preparation of formats for collection of actual data for analysis/use in connection with the determination of tariff for the Control period for which the Regulations are to be specified along with appropriate regulatory formats and reporting mechanism.
- VIII. Baseline data for T&D losses, loss reduction trajectory.
- IX. Expenditure norms for various expenses - employee costs, R&M, A&G, Interest and financing charges etc., treatment of depreciation, working capital and rate of return etc.,
- X. Operational Performance norms and criteria for linking performance to cost recovery.
- XI. Determining nature (controllable and uncontrollable) of various expenses and its treatment.
- XII. Incentive/disincentive mechanism and sharing mechanism for efficiency parameters.
- XIII. Devising mechanism for submission for Capex, prudence check and verification and approval of it. Capital expenditure approval norms, monitoring capital expenditure.
- XIV. Preparation of guidelines for Procurement of Power by Distribution Licensees.
- XV. Formulation of Fuel Utilization Plan and Mechanism for Fuel Price and Power Purchase Price Adjustment.
- XVI. Forming the allocation matrix for segregation of expenses between Distribution Wire Business and Retail Supply Business. Appropriate methodology for segregation of distribution and retail supply business.
- XVII. Submission of the Draft (MYT) Regulations for the 4th Control Period along with Forms on Tariff Components to be filled in by Utilities.
- XVIII. To carry any other activity / activities that may be required for framing the draft MYT Regulations.

- XIX. Preparation of Explanatory Memorandum explaining the rationale behind the proposed Draft (MYT) Regulations for the 4th Control Period in detail.
- XX. To assist the Commission in analyzing the objections/suggestions/comments received from various stakeholders on the Draft (MYT) Regulations for the 4th Control Period.
- XXI. Preparation of Statement of Objects & Reasons (SoR) explaining the main objects and reasons of changes carried out by the Commission from Draft Regulations to Final Regulations along with Record of Proceedings.
- XXII. To assist in finalization and editing of the proposed regulations.
- XXIII. To assist in case the Regulations being challenged before the Higher Forum.

4 Deliverables and duration of the Assignment

The **Schedule** of delivery for the Task shall be as under:

SCHEDULE

1	Award of work and signing of Agreement (Copy of the agreement attached herewith as Annexure I)	Date of signing the agreement
2	Submission of the inception report outlining the tentative work plan for the assignment	10 days from the date of signing the Agreement
3	Submission of the preliminary analysis report flagging the areas where amendments/changes are required as mentioned in I under scope of work and preparation of formats for collecting data from Utilities required for setting norms.	30 days from the date of signing the Agreement
4	Submission of the 1st Progress Report on points mentioned under scope of work	20 days from submission of preliminary analysis report as per 3 above.
5	Submission of the study report / Discussion Paper (to be published) as mentioned in II under scope of work	30 days from submission of preliminary analysis report as per 3 above
6	Submission of the 2nd Progress Report on points mentioned under scope of work	15 days from submission of study report as per 5 above
7	Submission of the 3rd Progress Report on points mentioned under scope of work	15 days from submission of 2 nd progress report as per 6 above
8	Preparation and submission of Draft Regulations accompanying Explanatory Memorandum (EM) .	25 days from the competition of the task as per 7 above

9	Preparation of amended final draft regulations accompanying Explanatory Memorandum (EM)	20 days after submission as per 8 above
10	Submission of the final regulations along with Statement of Objects & Reasons (SoR)	15 days after the public hearing

The timelines for deliverables are to be strictly adhered to. The individual task should be completed in phased manner and overlapping of one or more study shall not be a constraint to adhere to the timelines.

No abnormal delay would be tolerated. In case of any such contingency, the study would be conducted from alternate source at the cost of the bidder.

The consultancy firm shall extend the assistance till the finalization and issuance of gazette notification for the GERC (MYT) Regulations for the 4th Control Period.

5 Eligibility & Qualification Criteria

The Consultancy Firms intending to assist the Commission for the above-mentioned task should fulfil the following eligibility criteria and shall provide satisfactory evidence towards the same:

- a) The bidding firm is expected to have complete knowledge of Electricity Act, 2003 as well as Policies, Rules, Regulations and guidelines issued under the Act.
- b) Shall be Consultancy Firm which has key personnel and project executives on its payroll, having proven records of accomplishment in the similar task areas.
- c) The Consultancy Firm shall be well acquainted with the Regulatory environment in the power sector, and functioning of licensees / generating companies of Central or State Companies / Central or State Regulatory Commissions and possess experience in dealing with such similar matters on a wide range.
- d) The personnel concerned of the Consultancy Firm should have completed at least eight assignments in the past, of preparation or determination of tariff proposals on behalf of licensees / generating companies, or should have experience of analyzing the tariff proposal filed with the CERC / SERC by the Companies. The bidder is required to submit documentary evidences in support of having completed such jobs.
- e) The Consultancy Firm should have adequate financial, technical and legal know-how to undertake such tasks as per terms of reference provided to them considering various steps to be performed from the inception to the completion within the time frame prescribed by the Commission.
- f) Personnel of Consultancy Firm should be a Graduate, Post Graduate or Doctorate of relevant disciplines and additionally may have MBA / CMA / CA / CS and/or Law qualifications related to tasks which are to be performed and shall be technically sound with practical knowledge in performing various assigned tasks.

The profile of key personnel shall be as under:

- A. Project Director – at least 15 years of experience in power sector.
(Preferably BE & MBA/Ph.D.)
- B. Regulatory Expert – at least 10 years of experience in power sector
(Preferably BE & MBA/Ph.D.)
- C. Financial & Accounting Expert – at least 10 years of experience, preferably in the power sector with qualification of CA / CMA
- D. Project Leader – at least 8 years of experience in power sector

The project executives having at least 5 years of experience in power sector shall support these experts. Further, the bidding firm should also deploy additional expert personnel as below:

- A. Data Analyst / Scientist – at least 10 years of experience.
(Preferably M.Sc./Ph.D.)
- B. Legal Expert – at least 10 years of experience (preferably
LLM or any higher degree)

However, the firm may strengthen its team with additional manpower as per requirement of the assignment. Any deployment of additional manpower should be made with the approval of the Commission. Such manpower must be on the payroll of the Bidding Firm prior to the date of submission of the Bid.

- g) The bidding firm must/should have an adequate relevant experience in framing of the Regulations/Policies (minimum five assignments) being issued by the Regulatory Authorities or by the Ministries.
- h) The Bidder is required to nominate a Project Director who shall interact with the Commission or the Officer designated by the Commission on regular basis during the consultancy period. The Commission shall require on continuous basis at least one Project Executive having sufficient exposure of technical, financial, regulatory and legal aspects to be present in the office of the Commission, since beginning of the process till the final regulations are issued. Such project executive shall require to interact with the Commission or the Officer designated by the Commission on regular basis.
- i) Shall have an appropriate team or individuals, with the proposed key resources being full time employees with requisite skills to carry out the tasks within the time frame prescribed by the Commission. No change in the personnel shall be permissible.

Provided that if any reasons, beyond the reasonable control of the Consultants, it becomes necessary to change any of the key personnel for which the Consultants will forthwith provide as a replacement a person of equivalent or better qualifications and experience with prior approval of the Commission. However, in such eventuality when the Commission deem as fit to discontinue the task being assigned to the Consulting Firm, the Commission has right to discontinue the task without assigning any reason(s) thereof.

- j) The Turnover and Net Worth of the bidding firm for the Task as per the Audited Annual Accounts for any of the FY 2020-21 or FY 2021-22 should be a minimum of Rs. 10 Crore.

- k) The organization of consultant or personnel deployed for the purposes of this assignment should not have been blacklisted / debarred for conducting studies or consultancy services by any Electricity Regulatory Commission in India/MoP/MNRE nor there is any pending dispute in this regard. An undertaking in this regard shall be given by the consultant in the form V.
- l) The firm who fulfills above criteria shall be termed as eligible bidder.
- m) The Consultancy Firm should furnish the copies of certificates of Goods & Services Tax registration and PAN. In case GST registration number is not allotted to the consultancy firm, it should furnish the acknowledgement receipt of the application.

6 Submission of RFP Bid and Bidding Procedure

The consultancy firm is required to submit one copy of technical offer along with a soft copy (in word format) and one copy of financial offer, duly sealed in separate envelopes in the Bid.

The envelopes should be clearly marked as “Technical Bid” and “Financial Bid”. In case **the financial offer is placed in the “Technical Bid” envelop or technical offer is placed in the “Financial Bid” envelop, the Bid of the participant shall be declared invalid and rejected.**

The bid should contain the information as sought in the forms (given with this document) and the financial bid.

The bidder in addition to furnish complete information as above shall also furnish a complete document on the proposed approach; methodology and work plan for rendering the tasks as per the terms of reference / scope of work. The work plan shall include full justification for procedures to be adopted. An indicative time schedule for carrying out each element of the tasks should also be submitted.

7 Evaluation of Bids

- 1) The technical bid of the eligible bidder shall be evaluated for selection of successful bidder.
- 2) Technical component will carry 70% weightage and financial evaluation will carry 30% weightage.
- 3) Technical evaluation will be done, taking into account the criteria mentioned below by the Consultancy Evaluation Committee (CEC) to be nominated by the Commission. The shortlisted bidders will be called for interaction with the Committee (to be supplemented with a presentation) on below mentioned criteria. Each criterion shall be marked on a scale of 1 to 100 and then the mark for each criterion shall be weighted to calculate average technical scores. Weights in the

following ranges will be used by the Committee appointed by the Commission to calculate the weighted average technical score for each proposal:

Technical Parameters (Criteria)	Weight
The consultant's relevant experience for the assignment	35
The quality of the methodology proposed for the assignment (understanding of the issues and approach to be followed)	20
The qualification, competence and experience of the personnel proposed	
i. General Qualification	20
ii. Adequacy, competency and experience	25
Total Technical Score	100

- 4) The mix of weights approved by the Commission will total to 100. The minimum qualifying technical score is 70 out of 100. The consultants securing the minimum qualifying marks shall be informed about the date and time of opening of the financial proposal. The financial bid of those consultants who fail to obtain minimum qualifying marks shall not be opened.
- 5) The proposed prices and consolidated cost shall be read and recorded in the minutes of the opening of bids. The financial bid having least consolidated cost will be given a financial score of 100 and other bids will be given the financial scores that are inversely proportional to their prices. The total score shall be obtained as the weighted average of technical score (70%) and financial score (30%).
- 6) The Commission reserves the right to reject any / all the bids (RFP) without assigning any reason. The Commission also reserves the right to place the order with more than one bidder(s) for each / all the assignments mentioned in Terms of Reference.
- 7) Without written consent of the Commission, the Consultants and their employees involved in the assignment shall not utilize, publish, disclose, or part with any information collected for the Commission and they shall be duty bound to hand over the entire record of the assignment to the Commission on completion of the assignment.

8 Signing the Agreement and Terms of Payment:

The successful bidder shall sign the agreement with GERC, a sample copy of which is attached herewith. The schedule of payment to the bidder is as under;

- 1) 10% on award of contract & execution of agreement.
- 2) 25% on submission of the study report.
- 3) 25% on submission of the draft report/draft Regulations.
- 4) 40% on submission of the final report/Final Regulations & SoR.

9 Last date of submission of RFP:

The final bids complete in all respect are required to be submitted latest by, on or before **14/11/2022**, up to **1800 hours IST**. The address for submission of the proposal is given below:

The Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City,
Gandhinagar, Gujarat - 382355.

-Sd-
(Roopwant Singh, IAS)
Secretary
Gujarat Electricity Regulatory Commission
Gandhinagar

Place: Gandhinagar

Date: 14/10/2022

FORM I

RFP Letter Proforma

To,
The Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City, Gandhinagar,
Gujarat - 382355.

Sub: Providing assistance to GERC in the work of Preparation of the GERC (Multi-Year Tariff) Regulations for the 4th Control Period.

Sir,

We, (name of the firm), having read and examined in detail the RFP document for providing assistance to GERC in the above-mentioned work, express our desire to undertake the work as mentioned in the RFP document.

1. General Information:

- a) Name and address of the consultancy firm
- b) Name and address of the authorized signatory with contact details such as E-mail/Telephone & Mobile No.
- c) Name of contact person to whom all references to be made with contact details such as E-mail/Telephone & Mobile No.
- d) Net-worth/Turnover of the Firm/Organization/Institution
- e) PAN No. & GST Registration No. of the Firm/Organization/Institution

2. Documents forming part of RFP:

We have enclosed the following:

- a) Request for proposal – Form I.
- b) Details showing similar tasks performed in the past – Form II
- c) Details of the key personnel, project executives and other manpower proposed to handle the tasks with their Bio-data in brief mentioning their experience in similar tasks done earlier and presently on hand. – Form III
- d) Financial Bid as per – Form IV.
- e) Declaration / Certification as per – Form V.

- f) A complete document on the proposed approach; methodology and work plan for rendering the tasks as per scope of work.

We hereby declare that RFP is made in good faith and the information contained is true and correct to the best of my knowledge and belief.

Thanking you,

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM II

Details of Similar Tasks Performed

(Using the format below, provide information on each reference assignment for which your firm, either individually or as a corporate entity or as one of the major Companies within an association, can be legally contracted.)

1. **Name of Consultancy Firm:** _____

Address _____

- (a) Name of assignment:

- (b) Location within the Country:

- (c) Name of client and address:

- (d) Name of associated consultants/ firms employed, if any:

- (e) Duration of assignment:
 - (i) Start (Month/Year):
 - (ii) Completion (Month/Year):
- (f) Approx. value in Indian Rupees:
- (g). Name of senior staff (Project Director/Coordinator/Project Leader involved and functions performed.
 - (i)
 - (ii)
 - (iii)

- (h) Professional staff employed (Give profile in brief).
- (i) Description of the project (in brief).
- (j) Description of detailed approach, methodology & work plan for performing the assignment.

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

N.B.: Attach a copy of certificate issued by the respective organization for whom the assignment was carried out.

FORM III

Biographical sketch of the Project Team to be deployed for the assignment

Name:

Proposed Position in this assignment:

Name of Firm:

Profession:

Date of Birth:

Years with Firm:

Field of major interest:

Additional Information (if any):

Experience of the professional:

(Give an outline of project members' experience and training most pertinent to the tasks on assignment. Describe Degree of responsibility held by each project member on relevant previous assignment and give dates and locations. Use up to half a page)

Institution	Title / Topic of Task or Study carried out	Position in the study	Period

Detailed Tasks Assigned:

Academic Qualification:

(Summarize College/University and other specialized education of each key personnel, giving names of schools, dates attended and degrees obtained. Use up to a quarter of a page).

Degree	University / Board	Field(s)/Subject	Year

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by the staff members since graduation, giving dates, name of employing organization, title of positions held and location of assignments. For experience in the last ten years, also give types of activities performed and Client references, where appropriate. Use up to three- quarter of a page).

Certification:

I, the undersigned, certify that, to the best of my knowledge this bio-data correctly describes me, my qualifications and my experience.

Date:

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

Composition of the Key Personnel in the Consultancy Firm for the proposed work

Sr. No.	Name	Position	Responsibility	Proposed Duration on the task (Days)
1				
2				
3				
4				
5				

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM IV

**Financial Bid for work of providing assistance to GERC in the preparation of GERC
(MYT) Regulations for the 4th Control Period**

Task	Description	Amount in ₹ (without tax)	Amount in ₹ (with tax)
1	Preparation of the GERC (MYT) Regulations for the 4 th Control Period		
TOTAL			

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM V

Declaration / Certification

To,
The Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City, Gandhinagar,
Gujarat - 382355.

Sir,

I have carefully gone through the Terms & Conditions contained in the Request for Proposal document regarding the work of providing assistance to GERC in the preparation of the GERC (MYT) Regulations for the 4th Control Period. I hereby declare and undertake that neither the firm nor any personnel deployed for the purposes of this assignment are blacklisted / debarred for conducting studies or consultancy services by any Electricity Regulatory Commission of India/MoP/MNRE nor there is any pending dispute in this regard. I further certify that I am an authorized signatory of my firm and therefore competent to make this declaration.

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

AGREEMENT

Articles of Agreement made on this _____ day of _____ between _____ one (first) part (Consultant) and the **Gujarat Electricity Regulatory Commission** (herein after called "the Commission") of the other (Second) 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 both the parties hereto respectively agree in the presence of witness as follows -

- 1) The party of the first part (Consultant) shall submit himself 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.
- 2) The party of the first part (Consultant) shall complete the assignment as contained in Schedule mentioned in the request for Proposal document ***strictly*** within a period of 90 days commencing from _____.
- 3) In case of any default on the part of the party of the first part in completion of the work within time schedule agreed to between the parties as herein above, the party of the second part (the Commission) 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 (Consultant)
- 4) The party of the first part (Consultant) shall be paid Rs. _____ (Rupees in words) including tax.
- 5) The schedule of payments shall be as under
 - 1) 10% on award of contract & execution of agreement.
 - 2) 25% on submission of the preliminary analysis report.
 - 3) 25% on submission of the draft report/draft Regulation.
 - 4) 40% on submission of the final report/Final Regulation & SoR.
- 6) No TA/DA shall be admissible to the party of the first part for local journeys in connection with the consultancy assignment.
- 7) The payment of fee shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force.
- 8) Any information of confidential nature, which comes to the knowledge or into the possession of the Consultant or of any of its employees by virtue of the engagement subject matter of this contract; shall not be disclosed by the Consultant or its employees to any person in any manner. Any breach of this clause without prejudice to any other

action that may be initiated according to law, shall also subject the Consultant to a liability to pay to the Commission such compensation as may be decided by the Commission keeping in view the nature, manner and motive of the information disclosed and the extent of damage caused by such unauthorized disclosure.

- 9) The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligations to other clients nor shall it place itself in a position of not being able to carry out the assignments objectively and impartially. In case of any default on the part of the party of the first part, the Commission 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 (Consultant).
- 10) The party of the first part undertakes to render the required services to the full satisfaction of the Commission and in case of any default on the part of the party of the first part, the party of the second part (the Commission) 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 (Consultant).
- 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 (Consultant) shall be paid remuneration after taking into consideration the portion 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 case.
- 12) In case of any differences or disputes between the parties arising out of this AGREEMENT, the same shall be referred to arbitration by a person nominated by the Commission. The proceedings shall be subject to the Arbitration and Conciliation Act 1996, as amended from time to time.

13) Consultant's Personnel

The party of the first part (Consultant) shall provide Description of personnel with names, position, qualifications and experience. The Consultants shall also make sure continuous availability of the senior personnel at GERC office till completion of the consultancy assignment.

14) Removal and/or replacement of the personnel

Except as the Commission may otherwise agree, no change shall be made in the key personnel till the assignment is completed in all respect. If, for any reasons, beyond the reasonable control of the Consultants, it becomes necessary to change any of the key

personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications and experience, acceptable to the Commission.

- 15) If the Commission finds that any of the personnel has either (1) committed serious misconduct or has been charged with having committed a criminal action or (2) have cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Secretary's written request, forthwith provide as a replacement a person with qualification and experience acceptable to the Commission.

The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

- 16)
- I. The party of first part (Consultant) has not and shall not offer, promise, give encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause, it does not matter if the bribery or corruption is
 - a. direct or through a third party;
 - b. of a public official or a private sector person;
 - c. financial or in some other form; or
 - d. relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership. Company or any other legal entity, public or private.
 - II. The party of the First part (Consultant) shall, adhere to applicable anti-bribery and corruption laws.
 - III. Each party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b)

It is a condition of this agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.

- 17) Nodal Person of the party of the first part (Consultant) – _____.
- 18) The Secretary, Gujarat Electricity Regulatory Commission, shall be the Nodal Officer on behalf of the Commission.
- 19) Any other terms and conditions
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 WHERE OF the party of the first part (Consultant)
_____ and Secretary to the Commission on
behalf of the Commission have hereto put their hands on the day and the year first above
written.

Signed by _____

the party of the first part

In the presence of _____

Signed by _____ to the Commission

For and on behalf of the Commission

In the presence of _____