

Request for Proposal

Proposal/bids invited from consultancy firms to provide assistance in the work of determination of methodology for calculation of Banking Charges leviable from the Renewable Energy Consumers of the State of Gujarat keeping in mind the overall economic development and investment in the State.

1. INTRODUCTION

Gujarat Electricity Regulatory Commission (GERC) was constituted in November, 1998 under the provisions of Electricity Regulatory Commission Act, 1998 which was repealed by the Electricity Act, 2003. It is deemed Commission under sub-section (1) section 3 of the Gujarat Electricity Industry (Reorganisation and Regulation) Act, 2003 and in terms of Section 82 of the Electricity Act, 2003. The Commission undertakes various functions under Section 86 of the Electricity Act 2003 (EA 2003), such as, determination of tariff for generation, transmission and wheeling of electricity; bulk or retail supply of electricity, as the case may be, within the State of Gujarat; regulate electricity purchase and procurement process of Distribution Licensees; issue Licenses for Transmission, Distribution, and Trading and promote cogeneration and generation of electricity from renewable sources of energy.

2. BACKGROUND

The Ministry of Power, Government of India issued Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022 vide Notification dated 06.06.2022. Vide these Rules, Ministry of Power, Government of India casted responsibility of fixing applicable charges to compensate additional cost that occurred to the Distribution Licensees on account of banking of Renewable Energy on the State Electricity Regulatory Commission.

Further, Government of Gujarat promulgated Gujarat Renewable Energy Policy, 2023 vide GR dated 04.10.2023. Under this Policy, the Government of Gujarat contemplated the levy of Banking Charges. The Government of Gujarat also casted responsibility of determination of Banking Charges from time to time in a cost reflective manner taking into account the cost implication for Distribution Companies in providing banking facility, on GERC. It is further envisaged in the Policy that Banking Charges need to be determined on monthly/ quarterly basis based on the details/ information of the previous month/ quarter.

In view of the above and to take a holistic view on banking of renewable energy, the Commission decides to seek assistance from consultancy firms for determination of methodology for calculation of Banking Charges leviable from the Renewable Energy Consumers of the State of Gujarat keeping in mind the overall economic development and investment in the State.

3. SCOPE OF WORK

The Scope of Work and Responsibilities of Consulting Agency engaged for determination of Methodology for calculation of Banking Charges shall be as under:

- I. Analyse the technical and financial impact of banking of renewable energy on the grid and distribution licensee of the State along with merits and demerits of banking keeping in mind future renewable energy integration, economic development and investment in the State;
- II. Analysis of banking provisions applicable in various States and its alignment with FoR Model Regulations and MoP Guidelines in regard to banking of renewable energy;
- III. Various options/ alternatives those can be provided to RE generators and consumers for banking of renewable energy with a view to support real time grid operation and details of available technology to achieve the same;
- IV. Determine the methodology for calculation of banking charges under various options/ alternatives those can be provided to RE generators/ consumers. To arrive at the methodology for each option/ alternative following analysis, inter alia other analysis that may be found necessary, should be carried out;
 - i. Analyze the hourly solar, wind and combined (wind + solar) Generation curve of the State for the period of FYs 2021-22 & 2022-23
 - ii. Analyze the generation curve of conventional generation sources of the State for the period of FYs 2021-22 & 2022-23.
 - iii. Analyze the State Generation curve (both conventional and non-conventional sources) for the period of FYs 2021-22 & 2022-23.
 - iv. Analyze the hourly demand curve of the State and the same for each consumer category.
 - v. Analyze the actual ramp up and ramp down instructions by SLDC to address the RE variations during FYs 2021-22 & 2022-23.
 - vi. Analyze the marginal cost of generation on hourly basis.
 - vii. Analyze the flexible generation & generator wise technical minimum level.
 - viii. Analyze the time block wise consumption of the consumers consuming RE generation (wind/solar), on sample basis.

- ix. Analyze the time block wise consumption of the consumers consuming energy from DISCOM / open access sources other than RE, on sample basis.
 - x. To study & analyze the options for arranging balancing power from various sources such as Gas based stations, power exchanges, energy storage etc.
 - xi. Scenario analysis to work out the impact of variability in RE generation on drawl at State periphery.
 - xii. Analyze the implication of fixed cost of Generators in providing banking facility.
 - xiii. Analyze the impact on generation curve of the State on account of anticipated wind-solar capacity addition in next 3 financial years.
 - xiv. Estimation of quantum of banked energy.
 - xv. Methodology for determination of banking charges & its correlation with anticipated RE capacity growth in the State and estimation of banking charges.
- V. Design a modality to offer option to the RE generator and /or consumer to store surplus energy during the time of excess RE generation or less consumption and inject the stored energy during morning or evening peak hours or as may be instructed/ required by SLDC/ Discom on pre-requisite basis during different time frames such as daily/ monthly/ season in lieu of banking charges determined as per suggested methodology.
- VI. Identify the methods to incentivise RE generators for banking by setting up Energy Storage System

The **Schedule** of delivery for all the above tasks shall be as under:-

SCHEDULE-A

I	Award of work and signing of Agreement	Date of signing the Agreement
II	Submission of detailed concept paper and preliminary analysis report on the subject matter covering methodology proposed for carrying out the assignment and work plan comprising of various targeted dates for submission of final order.	15 days from the date of signing the Agreement
III	Submission of study report to the Commission.	30 days from the date of submission of preliminary analysis report
IV	Submission of Discussion Paper for determination of Methodology for calculation and imposition of Banking Charges on the Renewable Energy Consumers of the State of Gujarat for seeking comments from Stakeholders.	7 days after the receipt of comments/ views from the office of the Commission on the study report.
V	Submission of final report incorporating comments/	15 days from the date of

suggestions received from Stakeholders along with analysis on the same, for determination of Methodology for calculation and imposition of Banking Charges on the Renewable Energy Consumers of the State of Gujarat after incorporating comments/ suggestions of the Stakeholders	Public Hearing on the draft report published by the Commission.
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The timelines for deliverables are to be strictly adhered to.

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 Order on methodology for calculation of Banking Charges leviable from the Renewable Energy Consumers of the State of Gujarat.

4. 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 task areas related to renewable energy Policies, Rules, Regulations and guidelines.
- 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 framing of Rules, Regulations related to renewable energy and preparation of study report for FoR, CERC/ SERCs. 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 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 and Technical Expert – at least 10 years of experience in power sector. (Preferably BE & MBA/Ph.D.)
- C. Data Analyst – At least 10 years of experience in power sector. (having education qualification of BE/ B. Tech in Computer Engineering/ IT)
- 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:

- E. Legal Expert – at least 10 years of experience (preferably LL.M 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 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.

h) 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.

i) The Turnover and Net Worth of the bidding firm for the Task as per the Audited Annual Accounts for any of the FY 2021-22 or FY 2022-23 should be a minimum of Rs. 10 Crore.

j) The bidding firm must/should have an adequate relevant experience in framing of the renewable energy related Regulations/Policies (minimum five assignments) being issued by the Regulatory Authorities or by the Ministries.

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.

5. SUBMISSION OF RFP 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.

6. EVALUATION OF REQUEST FOR PROPOSAL (RFP)

- i. The technical bid of the eligible bidder shall be evaluated for selection of successful bidder.
- ii. Technical component will carry 70% weightage and financial evaluation will carry 30% weightage.
- iii. Technical evaluation will be done, taking into account the criteria mentioned below by the Bid 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 as per the weight for each criteria shown in the table below:

Criterion	Weightage
The consultant's relevant experience	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

- iv. 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 and will be returned to the bidder after completion of the selection process.
- v. The financial bids will be opened by the Committee nominated by the Commission. The proposed prices shall be read and recorded in the minutes of the opening of bids. The financial bid having least 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 by weighing the

technical and financial score in the ratio of 70:30 and adding them. The bidder securing highest total score will be the successful bidder.

- vi. The Commission reserves the right to reject any / all the bids (RFP) without assigning any reason.
- vii. 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.

7. 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;

- i. 10% on award of contract & execution of agreement.
- ii. 10% on submission of the preliminary analysis report.
- iii. 20% on submission of the Study report.
- iv. 20% on submission of the draft Order.
- v. 40% on submission of the final Order.

8. LAST DATE OF SUBMISSION OF THE REQUEST FOR PROPOSAL (RFP):

The final bids complete in all respect are required to be submitted latest by, on or before 26/12/ 2023 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/-
(Ranjeeth Kumar J., IAS)
Secretary
Gujarat Electricity Regulatory Commission
Gandhinagar

Place: Gandhinagar
Date:05/12/2023

FORM-I
RfP Letter Proforma

To,
The Secretary,
Gujarat Electricity Regulatory Commission (GERC)
6th Floor, GIFT ONE, Road 5 -C, Zone 5,
GIFT CITY, Gandhinagar – 382 355.

Sub: Assignment for work of determination of methodology for calculation of Banking Charges leviable from the Renewable Energy Consumers of the State of Gujarat keeping in mind the overall economic development and investment in the State.

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:

- i. Name and address of the consultancy firm
- ii. Name and address of the authorized signatory with contact details such as E-mail/Telephone & Mobile No.
- iii. Name of contact person to whom all references to be made with contact details such as
- iv. E-mail/Telephone & Mobile No.
- v. Net-worth/Turnover of the Firm/Organization/Institution
- vi. PAN No. & GST Registration No. of the Firm/Organization/Institution

2. Documents forming part of RFP:

We have enclosed the following:

- i. Request for proposal – Form I.
- ii. Details showing relevant tasks performed in the past – Form II
- iii. 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
- iv. Financial Bid as per – Form IV.
- v. Declaration / Certification as per – Form V.
- vi. 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.)

Name of Consultancy Firm:

Address:

- i. Name of assignment:
- ii. Location within the Country:
- iii. Name of client and address:
- iv. Name of associated consultants/ firms employed, if any:
- v. Duration of assignment:
 - (i) Start (Month/Year):
 - (ii) Completion (Month/Year):
- vi. Approx. value in Indian Rupees:
- vii. Name of senior staff (Project Director/Coordinator/Project Leader involved and functions performed.
 - (i)
 - (ii)
- viii. Professional staff employed (Give profile in brief).
- ix. Description of the project (in brief).
- x. 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)

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM IV

Financial Bid for work of providing assistance to GERC in work of determination of methodology for calculation of Banking Charges leviable from the Renewable Energy Consumers of the State of Gujarat keeping in mind the overall economic development and investment in the State.

Task	Description	Amount in (Rs.) (Without Tax)	Amount in (Rs.) (With Tax)
1	Determination of methodology for calculation of Banking Charges leviable from the Renewable Energy Consumers of the State of Gujarat keeping in mind the overall economic development and investment in the State.		
	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 Determination of methodology for calculation of Banking Charges leviable from the Renewable Energy Consumers of the State of Gujarat keeping in mind the overall economic development and investment in the State. 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 _____ 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 strictly complete the assignment as contained in Schedule mentioned in the request for Proposal document.
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;
 - i. 10% on award of contract & execution of agreement.
 - ii. 10% on submission of the preliminary analysis report.
 - iii. 20% on submission of the Study report.
 - iv. 20% on submission of the draft Order.
 - v. 40% on submission of the final Order.
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 _____