

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) for finalization of GERC (Grid Interactive Battery Energy Storage System) Regulations, 2026 and preparation of Statement of Reasons and other works incidental to the assignment.

1. Introduction

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come under the purview of the Electricity Act, 2003, as the Electricity Regulatory Commissions Act, 1998 has since been repealed.

Under the provisions of the Electricity Act, 2003, the Commission 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, efficiency, economical use of the resources, protecting the interests of consumers and ensuring quality supply of electricity to all areas.

The Ministry of Power, Government of India has issued guidelines dated 11.03.2022 for procurement, utilization and integration of Battery Energy Storage System (BESS) as part of generation, transmission and distribution assets, as well as for the provision of ancillary services.

The Ministry of Power, Government of India, has also issued National Framework for promoting Energy Storage in August 2023.

Further, the Commission has notified Regulations on GERC (Procurement of Energy from Renewable Sources) Regulations, 2025 vide Notification No. 7 of 2025 dated 12.08.2025 (RPO Regulations, 2025).

The substantial increase in RE capacity addition in the State grid mainly from infirm RE sources i.e. wind and solar projects require energy storage facility for safe, secure and reliable grid operation. In the current scenario, battery energy storage system is emerging as more feasible, viable storage solutions due to various enabling benefits as compared to other storage solutions. Thus, Battery Energy Storage Systems is considered to be a critical enabler for enhancing grid flexibility for integration of infirm renewable energy and providing ancillary and balancing services.

The Commission has initiated the process of notification of regulatory framework concerning to BESS, namely, GERC (Grid Interactive Battery Energy Storage System) Regulations, 2026 for providing enabling framework for installation and deployment of grid connected battery energy storage system in the State.

The selected Consultancy Firm / Consultant / Institution will require to analyse guidelines dated 11.03.2022 issued by Ministry of Power, Government of India, for procurement, utilization and integration of Battery Energy Storage System (BESS), National Framework for promoting Energy Storage issued by Ministry of Power, Government of India, along with other concerned Regulations of the GERC and other ERCs to assist the Commission during the entire procedure i.e. till the notification of Final Regulations. The selected Consultancy Firm/ Consultant/ Institution is expected to hold discussion / deliberation with the Commission from time to time.

2. Terms of Reference

The terms of reference / scope of work of the assignment for the consultancy firms / consultants / institutions to provide assistance to Gujarat Electricity Regulatory Commission (GERC) is broadly outlined as under:

- Detailed study and analysis of the MoP/ MNRE, Government of India guidelines dated 11.03.2022 for procurement, utilization and integration of Battery Energy Storage System (BESS) and other related notifications/ orders/ guidelines issued by MoP/MNRE from time to time;
- Detailed study and analysis of Ministry of Power, Government of India National Framework for promoting Energy Storage, August 2023;
- Detailed study and analysis of other concerned Regulations of the CERC, GERC and other State Commissions;

- Preparation of Draft Regulations on GERC (Grid Interactive Battery Energy Storage System) Regulations, 2026 for inviting comments/ suggestions from stakeholders, with consideration of State specific requirement.
- Detailed study and analysis of comments / suggestions / objections / views received from various Stakeholders.
- Preparation of Statement of Reasons dealing with and incorporating the decision of the Commission on the comments / suggestions / objections / views of the Stakeholders and finalization of Regulations based on the decision of the Commission on the comments/ suggestions / objections / views of the Stakeholders.
- Suggestions for promulgation of new Regulations and/or requirement of Amendments, if any, in the other existing Regulations of the Commission to ensure effective implementations and smooth functioning of Power Sector in the State.
- To assist the Commission during the entire procedure i.e. till the notification of Final Regulations. The selected Consultancy Firm / Consultant / Institution is expected to held discussion / deliberation with the Commission from time to time.
- Any other works incidental to the assignment as may be directed by the Commission from time to time.

3. Schedule of delivery

The Schedule of delivery for above task shall be as under:

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 Draft GERC (Grid Interactive Battery Energy Storage System) Regulations, 2026	Within three weeks of the signing of the agreement.
3	Submission of analysis of suggestions / objections from various stakeholders on Draft Regulations.	Within three Weeks from the date of public hearing.
4	Submission of Final Regulations along with Statement of Reasons incorporating decisions of	Within Two weeks from the date of submission of analysis

	the Commission on the objections/ suggestions received from the Stakeholders.	of suggestions / objections from various stakeholders on Draft Regulations
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The aforesaid timeline is subject to change as per requirement from time to time.

The Consultants shall extend their assistance till the finalization of Regulations.

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 Consultancy Firm is expected to have complete knowledge of Electricity Act, 2003 as well as Policies, Rules, Regulations and guidelines issued under the Act.
- b) The Consultancy Firm shall provide technically competent team to perform the task.
- c) Shall have a minimum average annual turnover for last three financial years (FY 2022-23 to FY 2024-25) not less than Rs. 1 (One) Crore and shall have a positive net worth as per the latest audited accounts for FY 2024-25. The Consultancy Firm shall submit a certificate from a practising chartered accountant demonstrating the same.
- d) The Consultancy Firm shall be well acquainted with the Regulatory environment and technical know-how of the power system functioning and possess experience in dealing with such similar matters on a wide range.
- 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) The Bidder shall have successfully completed at least 3 assignments in past in the areas such as formulation / revision of BESS Regulations / BESS Technical Code / BESS Operation Code / Grid Code / Power System Operation Codes / Scheduling and Dispatch Codes / Ancillary Services Framework / Deviation Settlement Mechanism / System Operation Procedure / Power System Technical Standards / preparation of other technical codes / standard /

procedures / research assignment / study report similar to present assignment / Studies related to GNA, ISTS / State Transmission Planning / Load forecasting and Renewable Integration / Ancillary Service / Inertia / Frequency Response, etc., for CERC / SERCs / RLDC / SLDC / NLDC / STU / MoP / MNRE / other Agencies of the Government, etc.

- g) The Bidder shall have completed at least 2 assignments for CERC / SERCs in relation to formulation / revision in the Regulations.
- h) The Consultant firm shall appoint a Team of professionals for performing the task comprising of Team Leader, Technical Experts, Regulatory Experts and other Team Members. At least one of the key personnel (Team Leader / Technical Experts / Regulatory Experts) shall be on pay roll of the firm. Further, at least one of the key personnel (Team Leader / Technical Experts / Regulatory Experts) shall be:
 - Graduate in Electrical / Power Systems Engineering or equivalent, preferably with Post Graduation in Electrical / Power System.
 - Having minimum 10 years' experience in electricity sector, preferably in power system planning / operation / renewable energy integration, etc.
 - Having successfully completed at least 2 assignments in areas as referred to at 4 (f) above.
- i) The Bidder shall submit the details of team individuals proposed to be deputed for the present task as prescribed in Form III. 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.

- j) However, in such eventuality when the Commission deems 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.
- k) The Bidding firm, its leadership and its personnel proposed to be 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 in past or present, nor there is any pending dispute in this regard. An undertaking in this regard shall be given by the consultant in the Form V. Further, the consultant must demonstrate their ability to deliver the scope of work effectively, adhering to all relevant legal and professional standards and shall act in consonance with Govt. Policy / Rules / Regulations and shall not enter private communication with respect the assignment without prior consent of the Commission and maintain confidentiality.

- l) The firm who fulfils 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.

5. Submission of RFP Bid and Bidding Procedure

The Consultancy Firm shall submit one copy of consolidated technical bid along with a soft copy (in word format) and one copy of financial bid, duly sealed in separate envelope 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.

Bidders must ensure that their bid is submitted as per the formats attached with this bid document. Application in sealed cover super scribed, as “Proposal for Engagement of Consultant to Assist the Commission in finalization of GERC (Grid Interactive Battery Energy Storage System) Regulations, 2026”.

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.

6. Evaluation of Bids

- (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 Consultancy Evaluation Committee (CEC) to be nominated by the Commission. 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		
A	The consultant's relevant experience for the assignment.	35
B	The quality of the methodology proposed for the assignment.	25
C	The qualification, competence and experience of the personnel proposed.	40
	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 may be called for presentation of the methodology proposed for the assignment by the CEC. 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.
- (v) 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%).
- (vi) 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 (information gathered, analysis, etc.) to the Commission on completion of the assignment.

- (vii) The Commission reserves the right to reject any / all the bids in part / or in full without assigning any reason. The Commission also reserves the right to disqualify any bidder, should it be so necessary at any stage. The Commission further reserves the right to place the order with more than one bidder(s) for each / all the assignments mentioned in Terms of Reference.

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:

- a) 10% on award of contract & execution of agreement.
- b) 25% on submission of Draft Gujarat Electricity Regulatory Commission (Grid Interactive Battery Energy Storage System) Regulations, 2026.
- c) 25% on submission of draft of detailed Statement of Reasons dealing with and incorporating the decision of the Commission on the Comments / Suggestions of the Stakeholders.
- d) 40% on submission of the Final Gujarat Electricity Regulatory Commission (Grid Interactive Battery Energy Storage System) Regulations, 2026 and Statement of Reason based on the decision of the Commission on the Comments / Suggestions of the Stakeholders.

8. Transfer of knowledge and training to the staff of the Commission

While carrying out the task the staff of the Commission should be fully involved. The consultant shall share the data and details with the staff of the Commission.

9. Conflict of Interest:

Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform GERC, detailing the conflict in writing as an attachment to this EoI Document.

GERC will be the final arbiter in cases of potential conflicts of interest. Failure to notify GERC of any potential conflict of interest will invalidate any verbal or written agreement.

10. Acceptance

By submitting a proposal, bidders acknowledge that they have read, understood, and agreed to these Terms and Conditions. The Commission may require further documentation or clarification from the successful bidder regarding their chosen assignment.

11. Last date of submission of bids

The final bids complete in all respect are required to be received by the Office of the Commission on or before **16.01.2026 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,
Dist.: Gandhinagar, Gujarat - 382050.

Sd/-
(Ranjeeth Kumar J., IAS)
Secretary
Gujarat Electricity Regulatory Commission
Gandhinagar

Place: Gandhinagar

Date: 31/12/2025

FORM I

RFP Letter Proforma

To,
The Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE, Road 5C, Zone 5,
GIFT City, Gandhinagar,
Gujarat – 382 050.

Sub.: Submission of proposal for assistance to Gujarat Electricity Regulatory Commission (GERC) for finalization of GERC (Grid Interactive Battery Energy Storage System) Regulations, 2026

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. Correspondence details:

- a. Name, address and contact details of the consultancy firm / Consultant / Institution:
- b. Name and contact details of the Authorized signatory
- c. Name and contact details of the person to whom all references to be made regarding the bid:
- d. Turnover of the Firm/Organization/Institution for last three FYs
- e. Net-worth of the Firm/Organization/Institution as per latest audited accounts
- f. 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 Proforma – Form I
- b. Details showing similar tasks performed in the past – Form II
- c. Details of the key personnel proposed to handle the tasks – Form III
- d. Financial Bid as per Form IV (Separate sealed envelope)
- 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.
- g. Certificates by a practicing Chartered Accountant, certifying the criteria given at sub-clause (c) under (4) Eligibility and Qualification Criteria of the RfP document.

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

Details of Similar Tasks Performed

Submission of Details on:

1. Experience in formulation of Regulations / Amendment in Regulations for CERC / SERCs.
2. Experience in the areas such as formulation / revision of BESS Regulations / BESS Technical Code / BESS Operation Code / Grid Code / Power System Operation Codes / Scheduling and Dispatch Codes / Ancillary Services Framework / Deviation Settlement Mechanism / System Operation Procedure / Power System Technical Standards / preparation of other technical codes / standard / procedures / research assignment / study report similar to present assignment / Studies related to GNA, ISTS / State Transmission Planning / Load forecasting and Renewable Integration / Ancillary Service / Inertia / Frequency Response, etc., for CERC / SERCs / RLDC / SLDC / NLDC / STU / MoP / MNRE / other Agencies of the Government, etc.
3. Other experience in developing / preparation of guidelines / rules / studies and regulations, if any.

(Authorized Signatory)

(Name & Title of Signatory)
Name and Address of the Firm

FORM III

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

Sr. No.	Name and Qualification	Proposed Responsibility in the present Task	Work experience
1			
2			
3			
4			
....			

(Authorized Signatory)

(Name & Title of Signatory)
Name and Address of the Firm

FORM IV

Financial Bid for work of providing assistance to Gujarat Electricity Regulatory Commission (GERC) for the Assignment of finalization of GERC (Grid Interactive Battery Energy Storage System) Regulations, 2026 along with SoR.

Task	Consolidated Amount in ₹ (without tax)	Taxes, if any and Rate	Consolidated Amount in ₹ (with tax)
Assignment of Finalization of GERC (Grid Interactive Battery Energy Storage System) Regulations, 2026 along with SoR			

(Authorised Signature)

(Name and Title of the Signatory)

Name and address of the Firm

FORM V

Declaration / Certification (To be submitted on affidavit)

To,
The Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City,
Dist.: Gandhinagar, Gujarat - 382050.

Sir,

I have carefully gone through the Terms & Conditions contained in the Request for Proposal document regarding the work of providing assistance to Gujarat Electricity Regulatory Commission (GERC) for finalization of GERC (Grid Interactive Battery Energy Storage System) Regulations, 2026. I hereby declare and undertake that neither the firm nor the leadership nor any personnel proposed to be 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 in past or present nor there is any pending dispute in this regard. I am an authorized signatory of my firm and therefore competent to make this declaration.

(Authorised Signature)

(Name and Title of the Signatory)
Name and address of the Firm

SPECIMEN 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 EoI 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. 25% on submission of Final Draft Gujarat Electricity Regulatory Commission (Gujarat Electricity Grid Code) Regulations, 2025, after vetting.
 - iii. 25% on submission of draft of detailed Statement of Reasons dealing with and incorporating the decision of the Commission on the Comments/ Suggestions of the Stakeholders.
 - iv. 40% on submission of the final Gujarat Electricity Regulatory Commission (Gujarat Electricity Grid Code) Regulations, 2025 and Statement of Reason based on the decision of the Commission on the Comments/ Suggestions of the Stakeholders.
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.

Further, notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non- exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.

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. Whenever required, sufficient number of key personnel of the Team should be present in the office of GERC for discussion pertaining to the Scope of Work during the course of the engagement.

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 _____