

GUJARAT ELECTRICITY REGULATORY COMMISSION

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REQUEST FOR PROPOSAL (RFP)

Proposal invited from consultancy firms to provide assistance to Gujarat Electricity Regulatory Commission (GERC) in scrutiny, review, approval and monitoring Capital Investment Plan and related matters.

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come under the purview of the Electricity Act, 2003, as the Electricity Regulatory Commissions Act, 1998 has since been repealed.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 had notified the (Multi Year Tariff) Regulations, 2024 for determination of tariff of the generating stations within its jurisdiction and for intra-state transmission and distribution of electricity, having a five years' control period from FY 2025-26 to FY 2029-30. Under these Regulations, amongst various new procedures introduced by GERC, Capital Investment Approval Framework is one of the key aspects, wherein the GERC desires to appoint a consultancy firm to provide assistance, in implementation of the same. The detailed Scope of Work envisaged by GERC is as detailed below.

3. Scope of Work: Support for implementing Capital Investment Approval Framework and related matters

- a) Assistance in evaluating Capital Expenditure (Capex) Schemes submitted by Utilities under Guidelines for Capital Expenditure Approval Framework mentioned under the GERC (MYT) Regulations, 2024 and its other applicable Regulations, Orders & directions of the Commission, issued from time to time in this regard. This will include:
- i. Assistance in reviewing proposals of major Capex Schemes, requiring issuance of ‘In-Principle’ approvals by GERC, w.r.t the need and objective of the proposed Scheme, economic, technical, safety and environmental aspects, consistency with the network/capacity growth and/or augmentation, efficiency/reliability/quality improvement, safety, replacement, plan, alternatives, funding sources, technical justification, cost-benefit analysis, risk analysis, alternatives and constraints, etc.;
 - ii. Analyze cost estimation methodology with reference to various documents from the Utility and/or otherwise available in public domain, including latest purchase orders, schedule of rates, cost data book / benchmark rates, supplier / contractor quotations, CPWD / State Schedule of Rates for civil works wherever relevant, and reasonableness of unit rates.
 - iii. Identify deficiencies / additional information required from the Utilities and provide inputs for preparing deficiency notes, scheme-wise scrutiny reports containing technical, financial and regulatory analysis, observations, deficiencies, inputs for approval / rejection / modification / deferment and proposed conditions for in-principle approval, in accordance with the provisions of GERC’s Guidelines, Regulations, Orders, as applicable.
 - iv. Assistance in developing and implementing a framework for project monitoring and quarterly and yearly progress review of the implementation of all approved DPR Schemes, progress review and completion status based on data provided by the Utilities.
 - v. Assistance in final approval, prudence check, verification of completed cost, including time overruns, cost overruns and other related issues, capitalization, accounting treatment, FAR reconciliation and verifying compliance of geo-tagging, etc. as per applicable Rules, Regulations, Commission’s Orders, directions.
 - vi. Assistance in progress review of the overall broad status of Non-DPR Capex Schemes and whether the value of these Schemes are within the capping limit as specified by GERC and also whether any of these Non-DPR Scheme is an independent system and

includes associated upstream/downstream works, and whether the scheme has not been artificially split to avoid the threshold limit.

- vii. Assistance in periodic updating the Capex Approval Framework and formats for in-principle approval, review and monitoring of the Schemes and also handholding, preparation of formats / checklists / MIS framework and capacity building for in-house CAPEX scrutiny and monitoring by the Commission.
 - viii. Assistance in preparing a user manual/guidance note for internal use of the Commission for Capex Approval Framework, including templates, checklists, formats, instructions for review of the DPRs, Progress Reports and Completion Reports submitted by the Utilities.
- b) Assistance in review of Intra-State Transmission Projects being implemented under Tariff Based Competitive Bidding (TBCB) Framework including support in approving Projects seeking deviation from guidelines framed by STU in accordance with Section 63 of the Electricity Act, 2003;
 - c) Assistance in reviewing and approval of Intra-State Transmission projects seeking exemption from TBCB under applicable provisions of the GERC MYT Regulations;
 - d) Assistance in review and monitoring of Capex projects of Distribution Licensees involving voltage level above 33 kV for compliance of implementation through a transparent competitive bidding process, including review of applications, if any, seeking GERC's approval for exception to the same.

4. Timelines, Deliverables and Terms of Payment

The consultancy services shall be for Capital Expenditure (Capex) Schemes submitted by Utilities under Guidelines for Capital Expenditure Approval Framework mentioned under the GERC (MYT) Regulations, 2024 for the 4th control period from FY 2025-26 to FY 2029-30. The Commission may, at its discretion, extend the assignment for a further period or reduce / modify the scope based on requirement and performance of the Consultant.

The Consultant shall submit progress reports at fortnightly intervals or at such other frequency as the Commission may determine. The timelines are strict. The Commission will not tolerate abnormal delays. Overlapping of assignments shall not be considered a valid reason for missing delivery deadlines.

4.1. Schedule of Work and Payments: Support for implementing Capital Investment Approval Framework and related matters

Sl. No.	Milestone / Delivery	Indicative Timeline	Payment
1	Development of Capex Approval Framework		
1 (i)	Development of Capital Investment Plan approval framework, formats, checklist, manual/guidance note	Within 2 months from signing of Agreement	75% of fee quoted for the task
1 (ii)	Successful implementation of the abovesaid framework, formats, checklist, manual/guidance note	Completion of one year from signing of the Agreement	25% of fee quoted for the task
2	Capex Plan Approval, Review and Completion		
2 (i)	Initial scrutiny of DPR / Capital Investment Plan and issue of data gap / deficiency note for each plan.	Within 15 working days from receipt of complete DPR/plan	10% of the fee quoted for the DPR
2(ii)	Detailed technical, financial and regulatory scrutiny report including cost benchmarking, alternatives, CBA, risk analysis and proposed conditions	Within 30 working days from receipt of complete information / replies	40% of the fee quoted for the DPR
2(iii)	Assistance in discussions, final recommendation, draft approval / rejection / modification note and finalization as per Commission's directions	Within 10 working days after completion of discussions / receipt of final directions	30% of the fee quoted for the DPR
2(iv)	Final Approval / Prudence Check / FAR Reconciliation	Within 30 days of the requisite information being provided by the Utility	20% of the fee quoted for the DPR
3	Assistance w.r.t. Clause No. (a)(vi) of Para 3 [Scope of Work] of this document		
3(i)	Preliminary Assessment Report on Non-DPR Capex Schemes, including a compliance matrix mapping current	As per timelines specified by GERC	25% of fee quoted for the task

Sl. No.	Milestone / Delivery	Indicative Timeline	Payment
	scheme values against GERC capping limits.		
3(ii)	Final Verification and Integrity Report, including a "No-Artificial-Splitting" verification and detailed mapping of upstream/downstream dependencies for independent systems.	Completion of the Assignment	75% of fee quoted for the task
4	Review of Projects under TBCB		
4(i)	Support in review and approval of applications for TBCB Projects and issuance of Orders / Direction by Commission in the Matter	As per timelines specified by GERC	80% of the fee quoted for the TBCB related work
4(ii)	Continuous monitoring during execution till completion of the TBCB Project	Completion of the Assignment	20% of the fee quoted for the TBCB related work

Note: Percentages refer to the quoted fee for the respective task / DPR batch. Payment shall be released only after acceptance of deliverables by the Commission. The Commission may vary the milestone structure depending on actual flow of DPRs / petitions / schemes.

4.2. General Deliverable Requirements

Each report shall contain an Executive Summary, scheme-wise analysis, observations, deficiency / compliance status, conclusion and recommendation.

All analysis shall be supported by working files, computations, source documents list, assumptions and version history.

The Consultant shall submit editable soft copies of all reports, MS Excel / database files and presentations, along with signed PDF copies where required.

All data, analysis, reports, templates, models, working files and intellectual output generated under the assignment shall be the property of the Commission.

The Consultant shall attend meetings, hearings, presentations and discussions as required by the Commission without any additional fee, except reimbursable travel expenses, if specifically approved.

5. Eligibility and Qualification Criteria

The Bidder must be a multidisciplinary expert in the Indian power sector regulatory framework, with adequate knowledge of the Electricity Act, 2003, Policies, Rules, Regulations, CEA Regulations / Standards, GERC (MYT) Regulations, GERC Capex Guidelines and utility accounting / asset capitalisation practices. The Bidder should have a proven track record of providing technical, financial, accounting and regulatory consultancy support to regulatory authorities, governments, power utilities or sector entities within prescribed timelines.

Sr. No.	Eligibility Criteria (to be met as on date of bid submission)	Supporting Documents Required
1	The Bidder should be a company / LLP / partnership firm / institution registered in India and should be in the consulting / advisory / audit / professional services business for at least 10 years.	Certificate of Incorporation / Registration, PAN, GST Registration and constitutional documents.
2	The Bidder should have at least 10 years of experience in providing consultancy services in power sector regulations, tariff, utility's business plan preparation, business plan approval, electricity utility accounting, technical due diligence, capex approval, prudence check, capex scheme project monitoring or related assignments.	Copies of work orders / contracts / completion certificates.
3	The Bidder should have completed at least 6 assignments for Electricity Regulatory Commissions / Government / power utilities (at least one each for Generation, Transmission, SLDC and Distribution Utility) /other regulated infrastructure sector in tariff, capex, prudence check, business plan, asset capitalization, cost benchmarking, FAR verification, accounting review of capital expenditure of power utilities, or related assignments.	Copies of work orders / contracts / completion certificates.

Sr. No.	Eligibility Criteria (to be met as on date of bid submission)	Supporting Documents Required
5	The Bidder should have adequate multidisciplinary resources including technical, financial, regulatory, accounting and data analysis professionals.	Declaration by Authorised Signatory and CVs of proposed team members.
6	The Bidder should have at least 100 full-time professionals on its payroll in India, out of which at least 40 should have experience in the power sector / infrastructure sector.	Declaration by Authorised Signatory and employee list certified by HR / authorised signatory.
7	The Bidder should have annual turnover of at least INR 10 crore in each of the last three audited financial years.	CA Certificate along with audited financial statements.
8	The Bidder should have positive net worth in each of the last three audited financial years.	CA Certificate along with audited financial statements.
9	The Bidder, its leadership team and personnel proposed to be deployed for this assignment should not have been blacklisted / debarred by any Electricity Regulatory Commission / Government Department / PSU / statutory authority in India in the past.	Undertaking by Authorised Signatory in prescribed form.
10	The Bidder should not have any assignment with any regulated entity under the jurisdiction of GERC that creates conflict of interest with this assignment. The Bidder shall disclose all ongoing assignments with Gujarat utilities / licensees.	Conflict of interest declaration in prescribed form.

5.1. Team Composition

The Consultant shall provide a qualified and experienced team of experts. The proposed resources should be available for the assignment during the contract period. Key resources shall not be replaced without prior approval of the Commission.

Sr. No.	Resource Person	Minimum Requirements
1	Project Director (1 No.)	BE / B.Tech / M.Tech / MBA / CA / CS / CMA / Ph.D. with minimum 20 years of experience in power sector / infrastructure / regulatory / utility advisory. Experience of advising Electricity Regulatory Commissions or power utilities on tariff, capex, prudence check, business plan, project monitoring or regulatory matters is essential.
2	Project Manager / Team Leader (1 No.)	BE / B.Tech / M.Tech. / MBA / CA / CS / CMA with minimum 12 years of experience in power sector consultancy, regulatory analysis, capex approval, Business Plan, DPR scrutiny, project monitoring, etc.
3	Technical Expert (1 No.)	BE/B.Tech/B.S. [Electrical / Power Engineering] with preferably M.Tech/MBA/PGDM with minimum 7 years of experience in power sector consultancy, regulatory analysis, capex approval, Business Plan, DPR scrutiny, project monitoring, etc.
4	Regulatory/Financial Expert (1 No.)	BE/B.Tech/MBA/CA/CS/CMA/MBA/PGDM with minimum 7 years of experience in power sector consultancy, regulatory analysis, capex approval, Business Plan, DPR scrutiny, project monitoring, cost-benefit analysis, financing, capital structure and regulatory finance, etc.
5	Accounting Expert (1 No.)	Qualified CA / CMA with minimum 5 years of experience in statutory audit/internal audit /utility accounting. Power sector experience is preferable.
6	Project Executives / Analysts (2 Nos.)	BE/B.Tech/B.S. with preferably M.Tech/MBA/PGDM with minimum 3 years of experience in power sector consultancy, regulatory analysis and functional application of modelling software/tools and data analysis for regulatory, government and utility entities.

The Consultancy Firm may strengthen its team with additional manpower / resources, on temporary basis for a specified tenure, with similar qualification and experience, as per

requirement of the assigned tasks, for which no extra remuneration / fees shall be claimed unless specifically approved by the Commission.

The team members / resource persons appointed by the Consultant shall report to the Commission or the officer(s) designated by the Commission. If the Commission finds performance of any resource to be unsatisfactory, such resource shall be replaced by the Consultant within one month with a resource having equivalent or higher qualification and experience.

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 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

- a) The technical bid or only the eligible bidder, decided as per clause 5 of this RfP, shall be evaluated for selection of successful bidder.
- b) The method of evaluation of bids will be Quality and Cost Based Selection (QCBS). Technical bid will carry 70% weightage, and financial bid will carry 30% weightage.
- c) 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)	25
The qualification, competence and experience of the key staff (who would actually be working on the project) proposed.	
i. General Qualification	20
ii. Adequacy, competency and experience	20
Total Technical Score	100

- d) The mix of weights approved by the Commission will total to 100. The minimum qualifying technical score is 80 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.
- e) 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%).
- f) The Commission reserves the right to reject any / all the bids (RFP) without assigning any reason. Furthermore, the Commission reserves the right to award the contract to a single eligible bidder who meets minimum technical score.
- g) 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.

- h) No contractual obligation whatsoever shall arise from the RFP / bidding process unless and until a formal contract is signed and executed between the Tendering Authority and the successful bidder.
- i) GERC disclaims any factual / or other errors in this document [the onus is purely on the individual bidders to verify such information] and the information provided herein is intended only to help the bidders to prepare a logical bid proposal.

8. Acceptance:

By submitting a proposal, the consultancy firm 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 the assignment.

9. Amendments:

The Commission reserves the right to amend these Terms and Conditions as necessary. Any changes will be communicated to all bidders in a timely manner.

10. Signing the Agreement:

The successful bidder shall sign the agreement with GERC, a sample copy of which is attached herewith.

11. Last date of submission of RFP:

The final bids complete in all respect are required to be submitted latest by, on or before **03/08/2026**, 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 - 382350.

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

Place: GIFT City, Gandhinagar

Date: 13/07/2026

FORM I
RFP Letter Proforma

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

Sub: Providing assistance to GERC in scrutiny, review, approval and monitoring Capital Investment Plan and related matters.

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) Turnover of the Firm/Organization/Institution for the last three audited FYs
- e) Net-worth of the Firm/Organization/Institution for the the last three audited FYs
- f) Certificates related to Company Incorporation, 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 showing completed consultancy assignments carried out in the Power Sector – Form III

- d) Biographical sketch of key personnel and manpower proposed - Form IV
- e) Financial Bid - Form V (separate sealed envelope)
- f) Declaration / Certification as per – Form VI.
- g) Declaration / Certification as per – Form VII
- h) Declaration / Certification as per – Form VIII
- i) A complete document on the proposed approach; methodology and work plan for rendering the tasks as per scope of work.
- j) Certificates by a practicing Chartered Accountant, certifying the criteria given at under 5) Eligibility and Qualification Criteria of the RfP document.

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

Thanking you,

(Authorised Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM II

Details of Similar Tasks Performed as per the Scope of Work of RFP

Provide information on each reference assignment for which your firm can be legally contracted.

Particulars	Details
Name of assignment	
Location within the country	
Name of client and address	
Name of associated consultants / firms employed, if any	
Duration of assignment: Start and Completion	
Approximate value in Indian Rupees	
Name of senior staff involved and functions performed	
Professional staff employed (profile in brief)	
Description of project in brief	
Description of detailed approach, methodology and work plan adopted	
Relevance to present assignment	

N.B.: Attach copy of work order / contract / completion certificate / certificate issued by the respective organization for whom the assignment was carried out.

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM III

Details of Tasks Performed in Power Sector

Provide information on power sector / regulatory assignments completed by the firm.

Particulars	Details
Name of assignment	
Client and location	
Nature of assignment: tariff / capex / regulatory / technical / financial / audit	
Duration of assignment	
Approximate value	
Key personnel involved	
Description of outputs / deliverables	
Relevance to present assignment	
Completion certificate / client certificate attached	

N.B.: Attach copy of work order / contract / completion certificate / certificate issued by the respective organisation for whom the assignment was carried out.

(Authorised Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM IV

Biographical Sketch of the Team Deployed for the Assignment

Particulars	Details
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:

Institution / Client	Title / Topic of Task or Study	Position in the Study	Period

Academic Qualification:

Degree	University / Board	Field(s) / Subject	Year

Employment Record:

Employer	Post Held	From	To	Nature of Duties

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

Date:

(Authorised Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM V

Financial Bid

Financial Bid for work of providing assistance to GERC in scrutiny, validation, approval, monitoring, prudence check, FAR reconciliation and accounting review of Capital Investment Schemes / DPRs and related matters.

Sr. No.	Particulars	Basis	Amount without tax	Amount with tax
a	b	c	d	e = d x applicable GST rate
A	Development of Capex Approval Framework	Lumpsum		
B	Capex Plan related support	Per DPR		
i	<i>Generation</i>			
1	GSECL			
2	TPL-Gen. [Ahd.]			
ii	<i>Transmission [STU]</i>			
iii	<i>SLDC</i>			
iv	<i>Distribution</i>			
1	DGVCL			
2	MGVCL			
3	PGVCL			
4	UGVCL			
5	GIFT PCL			
6	DPA			
7	TPL-Ahd.			
8	TPL-Srt.			
9	TPL-Dahej			
10	TPL-Dholera			
11	TPL-MBSIR			
12	MUL			
13	AIVPL			
14	JIL			
C	Assistance w.r.t. Clause No. (a)(vi) of Para 3 [Scope of Work] of this document	Utility wise Non-DPR Schemes on annual basis		
i	<i>Generation</i>			
1	GSECL			
2	TPL-Gen. [Ahd.]			
ii	<i>Transmission [STU]</i>			
iii	<i>SLDC</i>			
iv	<i>Distribution</i>			
1	DGVCL			
2	MGVCL			
3	PGVCL			

4	UGVCL			
5	GIFT PCL			
6	DPA			
7	TPL-Ahd.			
8	TPL-Srt.			
9	TPL-Dahej			
10	TPL-Dholera			
11	TPL-MBSIR			
12	MUL			
13	AIVPL			
14	JIL			
D	TBCB Project related support	Per Project Application		
	Total (A+B+C+D)			

(Authorised Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM VI

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 GERC in scrutiny, review, approval and monitoring Capital Investment Plan and related matters. 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/PSU/Government Department/Regulatory Authority 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.

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM VII

Declaration / Certification

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 GERC in scrutiny, review, approval and monitoring Capital Investment Plan and related matters. I hereby declare and confirm that:

1. As of the date of bid submission, our firm has at least 100 full-time professionals on our payroll in India, out of which at least 40 should have experience in the power sector / infrastructure sector.
2. The details and profiles of these professionals can be provided for verification upon request by the Commission.
3. We understand that any misstatement or false declaration regarding our staffing may lead to the rejection of our bid or termination of the contract.

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

FORM VIII

Declaration / Certification

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 GERC in scrutiny, review, approval and monitoring Capital Investment Plan and related matters. I hereby declare and confirm that:

1. As of the date of bid submission, we certify that there is no conflict of interest that would preclude us from participating in this assignment.
2. We acknowledge that if this declaration is found to be incorrect, the Commission reserves the right to disqualify our bid or take appropriate legal action.

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 assignments assigned to it by the Commission covered under the Scope of Work of the assignment from time to time ***strictly*** within the specified time period for the assignments.
- 3) In case of any default on the part of the party of the first part in completion of the assignment(s) under the Scope of 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 for assignment.
- 5) The schedule of payments for the assignment shall be as per Clause 4 of RfP to provide assistance to GERC.
- 7) No TA/DA shall be admissible to the party of the first part for local journeys in connection with the consultancy assignment.
- 8) 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.
- 9) 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.

- 10) 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).
- 11) Notwithstanding anything contained elsewhere in this Agreement, the total aggregate liability of the Consultant arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total Contract Value of this Agreement.

Provided that this limitation shall not apply to liabilities arising out of:

- breach of confidentiality obligations;
 - wilful misconduct or fraud; or infringement of intellectual property rights.
- 12) 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).
 - 13) 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.
 - 14) The Commission reserves its right to foreclose, terminate or cancel the assignment at any time by giving 15 days' notice, in case the performance of the consultant found to be unsatisfactory at any point of time during the terms of consultancy assignment.
 - 15) In case the consultant fails to perform the specific task given by the Commission within the specified timeframe or the task performed by the Consultant found to be unsatisfactory, the Commission reserves its rights to get it done from other agency / firms at the cost and risk of the Consultant.

- 16) 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.
- 17) 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.

- 18) Nodal Person of the party of the first part (Consultant) – _____.
- 19) The Secretary, Gujarat Electricity Regulatory Commission, shall be the Nodal Officer on behalf of the Commission.
- 20) 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 _____