

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 (Ancillary Services and Demand Flexibility) 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come under the purview of the Electricity Act, 2003, as the Electricity Regulatory Commissions Act, 1998 has since been repealed.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.

At the inter-State level, a framework for ancillary services already exists through the CERC (Ancillary Services) Regulations, 2022, the Indian Electricity Grid Code (IEGC), 2023 and the CERC (Deviation Settlement Mechanism) Regulations, 2022. At the intra-State level, a similar dedicated and comprehensive framework is required for the identification, procurement, scheduling, dispatch, monitoring and settlement of ancillary services, and for enabling demand response and demand flexibility. This need is reinforced by the Forum of Regulators (FoR) and by guidance from the Ministry of Power (MoP), Government of India (GoI) and the Central Electricity Authority (CEA) encouraging State Commissions to adopt intra-State ancillary-services frameworks aligned with the central regulations.

The ongoing energy transition with large scale integration of RE sources necessitates a more advanced regulatory framework. In order to achieve flexible operational capabilities of the grid, MoP, GoI, vide letter dated 02.12.2025, has informed the FoR and the SERCs/JERCs that they may formulate and notify necessary regulations on demand flexibility, while ensuring that demand response does not affect critical investments in firm and flexible capacities required to meet the growing base demand.

Accordingly, the Commission proposes to frame the GERC (Ancillary Services and Demand Flexibility) Regulations, 2026, and seeks to engage a Consultant to develop the framework and prepare the draft Regulations.

Objective of the Assignment

The objective of the assignment is to develop and put in place a structured and implementable regulatory framework that:

- a) Establishes Intra-State framework for the identification, procurement, scheduling, dispatch, monitoring and settlement of ancillary;
- b) Creates an enabling framework for demand flexibility and demand response, including the participation of aggregators, storage and prosumers;
- c) Defines the roles, responsibilities and obligations of the State Load Despatch Centre (SLDC), Distribution Licensees, Generators, prosumers/ consumers, service providers and aggregators;
- d) Aligns the State framework with the Electricity Act, 2003, the IEGC 2023, CERC Ancillary Services Regulations 2022 and the GERC State Grid Code, while addressing State-specific requirements; and
- e) Provides a transparent commercial and settlement mechanism that is fair, cost-reflective and least-cost to consumers.

2. Terms of Reference / Scope of work

The terms of reference / scope of work of the Consultant shall include, but not be limited to, the following:

- (i) Study the CERC (Ancillary Services) Regulations, 2022, IEGC 2023, and DSM Regulations, other applicable Orders/Regulations of the CERC and their interface with the proposed State framework.
- (ii) Review of the frameworks on Ancillary Service / Balancing Reserve, Demand Flexibility, any type of Frequency-Control framework, etc. in place in other States.

- (iii) Review of the prevailing framework on Unscheduled Interface / Deviation Settlement Mechanism (DSM), Scheduling and Dispatch code applicable in the State.
- (iv) Assess the available and potential resources for ancillary services and demand flexibility, including thermal, hydro, gas, pumped storage, battery energy storage systems (BESS) and flexible loads.
- (v) Review relevant international practices on ancillary services markets and demand-side flexibility, drawing implementable lessons suited to Gujarat.
- (vi) Detailed study and analysis of other concerned Regulations of the CERC, GERC and other State Commissions.
- (vii) Prepare a detailed Concept / Approach Paper and framework covering, inter alia:
 - a) Categorisation of ancillary services – Secondary Reserve Ancillary Services (SRAS), Tertiary Reserve Ancillary Services (TRAS), reactive power / voltage support and black-start;
 - b) Demand flexibility and demand response products, including aggregation, eligibility of resources, and baseline/measurement methodology;
 - c) Procurement mechanisms (mandatory, contracted and/or market-based), scheduling, despatch and merit-order principles;
 - d) Metering, communication, telemetry and verification requirements;
 - e) Commercial compensatory mechanism payment and settlement mechanism, including cost recovery and the treatment of ancillary services charges;
 - f) Compliance, monitoring, audit, and penalty / incentive mechanisms.
- (viii) Prepare a complete draft of the GERC (Ancillary Services and Demand Flexibility) Regulations, 2026, structured issue-wise, including; Scope, applicability and objectives; Classification of ancillary services and demand flexibility products; Eligibility, registration and obligations of providers and aggregators; Procurement, scheduling, despatch and curtailment provisions; Metering, monitoring and verification; Commercial compensatory mechanism, payment, settlement and cost-sharing; Compliance, reporting, penalties, incentives.
- (ix) Participate in stakeholder meetings / public hearings as required by the Commission.

- (x) Analysis of stakeholder comments and 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..
- (xi) Preparation of final draft Regulations by incorporating decisions of the Commission on the comments / suggestions/ objections submitted by the Stakeholders as part of Public Consultation process.
- (xii) 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.
- (xiii) 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.
- (xiv) Any other works incidental to the assignment as may be directed by the Commission from time to time.

3. Timelines, Deliverables and Terms of Payment:

The estimated timeline for the above task is three months from the date of the Letter of Award (LoA). The schedule of delivery of work vis-à-vis payments for the above task shall be as under:

Sr. No.	Milestone / Delivery	Timeline	Payment
1.	Award of contract and execution of agreement (Copy of the agreement attached herewith as Annexure-I)	Date of signing the Agreement	10%
2.	Submission of (i) Concept paper, (ii) Draft GERC (Ancillary Services and Demand Flexibility) Regulations, 2026	Within four weeks of the signing of the agreement.	25%
3.	Submission of draft of detailed Statement of Reasons dealing with and incorporating the decision of the Commission on the Comments / Suggestions of the Stakeholders.	Within three Weeks from the date of public hearing.	25%
4.	Preparation, discussion and finalization of Regulations and Statement of Reasons (SoRs)	Within Two weeks from the date of submission of analysis of Draft SoR	40%

The aforesaid timeline is subject to change as per requirement from time to time.

The successful bidder shall sign the agreement with GERC, a sample copy of which is attached as Annexure-I.

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

4. Eligibility & Qualification Criteria

The Bidder must be a multi-disciplinary expert in the Indian power regulatory framework with an adequate knowledge of the Electricity Act 2003 as well as Policies, Rules, Regulations and Guidelines issued under the Act 2003 and a proven track record of delivering end-to-end legal, technical, and financial consultancy for regulatory authorities, governments and sector entities within prescribed timelines.

The Bidder intending to participate in this tender should fulfil the following eligibility criteria and shall provide required supporting documents towards the same:

Sr. No.	Eligibility Criteria (to be met as on date of bid submission)	Supporting Documents Required
1.	The Bidder should be a company registered under the Companies Act 1956 / 2013 or Limited Liability Partnership (LLP) registered under the LLP Act, 2008, and should be in the business for at least 10 years in India.	Copies of Certificates - Company Incorporation, GST Registration, PAN (Form-I)
2.	The Bidder should have at least 10 years of experience in providing consultancy services to electricity regulators and power utilities in India.	Copies of Work Order / Contract / Completion Certificate
3.	The Bidder should have completed consultancy assignment for at least four power utility / electricity regulator. The firm should have prepared Regulations for Electricity Regulatory Commissions.	Copies of Work Order / Contract / Completion Certificate (Form-III)
4.	The Bidder shall have successfully completed at least 3 assignments in past in the areas such as formulation / revision of Regulations / Technical 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.	Copies of Work Order / Contract / Completion Certificate (Form-II)

Sr. No.	Eligibility Criteria (to be met as on date of bid submission)	Supporting Documents Required
5.	The Bidder should have at least 10 full-time power sector professionals on its payroll in India.	Declaration by Authorised Signatory of the Bidder (Form VI).
6.	The Bidder should have turnover of at least ₹ 5 Crores in each of the last three financial years (i.e., FY 2022-23, FY 2023-24, FY 2024-25).	CA Certificate along with certified copies of Audited Financial Statements
7.	The Bidder should have positive net worth in each of the last three financial years (i.e., FY 2022-23, FY 2023-24, FY 2024-25).	CA Certificate along with certified copies of Audited Financial Statements
8.	The Bidder, its leadership team and its personnel proposed to be deployed for this assignment should not have been blacklisted / debarred by regulator / MoP / MNRE in India in the past.	Undertaking by Authorised Signatory of the Bidder (Form VII).

The Consultant should provide a qualified and experienced team of experts who have experience of advising electricity regulators and power utilities and experience of undertaking similar nature of tasks. The resource persons should be on the payroll of the Consultant as on date of bid submission and also during the execution of the assignment. (Form-IV)

Sr. No.	Resource Person	Minimum Requirements
1.	Project Director (1 No.)	- BE/BTech/MTech/MS/MSc/MBA/Ph.D. or equivalent qualifications - Minimum of 20 years of power sector experience. Highly preferred: A proven track record of leading consultancy projects and providing support to regulatory bodies, government, or utility entities.
2.	Project Manager (1 No.)	- BE/BTech/MTech/MS/MSc/MBA/Ph.D. or equivalent qualifications - Minimum of 12 years of power sector experience. Highly preferred: A proven track record of leading consultancy projects and providing support to regulatory bodies, government, or utility entities.
3.	Regulatory Experts (1 Nos.)	- BE/BTech/MBA/CA/CWA/CS/Ph.D. - At least 10 years of experience in providing consultancy services to electricity regulators
4.	Project Executives (3 Nos.)	- BE/BTech/MTech/MS/MSc/MBA/Ph.D. or equivalent qualifications - At least 3 years of experience in providing consultancy services to regulatory bodies, government, or utility entities.

The Consultancy Firm should not have been undertaking and shall not undertake any assignment of Regulatory support to any of the Utilities within the purview of the GERC, that would be in conflict with this assignment or place the Consultant in a position of not being able to carry out this assignment objectively and impartially. The Consultant shall also declare a list of its ongoing assignments (if any) with any of the Utilities covered under the purview of the GERC.

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

The Consultancy Firm may strengthen its team with additional manpower /resources, on temporary basis for a specified tenure, with similar qualification and experience as mentioned above, as per requirement of the assigned tasks for which no extra remuneration / fees shall be claimed.

5. Submission of RFP Bid and Bidding Procedure

- (i) The Bidder is required to submit one copy of technical proposal along with a soft copy (in word format) and one copy of financial proposal, duly sealed in separate envelopes in the bid. The envelope should be clearly marked as “Technical Bid” and “Financial Bid”. In case the financial proposal is placed in the “Technical Bid” envelope or technical proposal is placed in the “Financial Bid” envelope, the bid of the bidder shall be declared invalid and rejected.
- (ii) The bid should contain the information as sought in the forms (given with this document) and the financial bid. The Bidder shall submit a financial bid in the format provided in Form V.
- (iii) The Bidder in addition to furnishing complete information as above shall also furnish a complete document on the proposed approach; methodology and work plan for rendering the assignments as per the scope of work. The work plan shall include full justification for approach / procedures to be adopted. An indicative time schedule for carrying out each element of the assignments should also be submitted.
- (iv) 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 (Ancillary Services and Demand Flexibility) Regulations, 2026”.

6. Evaluation of Bids

- (i) The technical bid of only the eligible bidder, decided as per clause 4 of this RFP, shall be evaluated for selection of successful bidder.
- (ii) 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.
- (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. The shortlisted bidders may be called for interaction with the Committee (to be supplemented with a presentation) on below-mentioned criteria:

Technical Parameters (Criteria)		Maximum Technical Score
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 80 out of 100. The Bidders securing the minimum qualifying marks shall be informed about the date and time of opening of the financial bids. The financial bid of those Bidders 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) The overall score for each bidder will be calculated using the formula below:
$$B_n = 0.7 \times T_n + 0.3 \times F_n$$
Where,
 B_n = Overall score of the bidder in consideration
 T_n = Technical score of the bidder (out of 100 marks)
 F_n = Financial score of the bidder = $(F_{min} / F_b) \times 100$, where F_b = Evaluated total cost of bidder under consideration, F_{min} is minimum evaluated cost of any technically qualified bidder.

The bidder with highest total score (Bn) shall be ranked first and would be considered for placing the work order.

- (vii) The Commission reserves the right to reject any / all the bids (proposals) without assigning any reason. The Commission also reserves the right to disqualify any bidder, should it be so necessary at any stage. Furthermore, the Commission reserves the right to place the order with more than one bidder for each / all the assignments mentioned in Terms of Reference.
- (viii) Without written consent of the Commission, the Consultant 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.
- (ix) Appropriate higher weightage in the technical evaluation will be given by the evaluation committee for identical assignment / resource having performed for similar tasks.
- (x) 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.
- (xi) 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.

7. 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.

8. 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 RFP 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.

9. 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 the task.

10. 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.

11. Last date of submission of RFP

The final bids complete in all respect are required to be received by the Office of the Commission on or before **31/07/2026 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,
Gandhinagar, Gujarat - 382050.

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

Place: Gandhinagar
Date: 16/07/2026

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 (Ancillary Services and Demand Flexibility) Regulations, 2026 and preparation of Statement of Reasons and other works incidental to the assignment.

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 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 Proforma – **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. Details of the key personnel, project executives and other manpower proposed to handle the assignments with their Biodata in brief mentioning their years of experience in similar tasks done earlier and presently on hand. – **Form IV**
- e. Financial Bid as per **Form V** (Separate sealed envelope)
- f. Declaration / Certification as per – **Form VI**
- g. Declaration / Certification as per – **Form VII**
- h. A complete document on the proposed approach; methodology and work plan for rendering the tasks as per scope of work.
- i. Certificates by a practicing Chartered Accountant, certifying the criteria given under clause 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

FORM II

Details of Similar Tasks Performed as per the Requirement of REP

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

1. Name of Consultancy Firm: _____

Address _____

(a) Name of assignment:

(b) Location within the Country:

(c) Name of client and address:

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

(e) Duration of assignment:

(i) Start (Month/Year):

(ii) Completion (Month/Year):

(f) Approx. value in Indian Rupees:

(g). Name of senior staff (Project Director/Coordinator/Team Leader involved and functions performed.

(i)

(ii)

(iii)

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

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

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

FORM III

Details of Tasks Performed in the Power Sector as per the Requirement of REP

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

1. Name of Consultancy Firm: _____

Address _____

(a) Name of assignment:

(b) Location within the Country:

(c) Name of client and address:

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

(e) Duration of assignment:

(i) Start (Month/Year):

(ii) Completion (Month/Year):

(f) Approx. value in Indian Rupees:

(g) Name of senior staff (Project Director/Coordinator/Team Leader involved and functions performed.

(i)

(ii)

(iii)

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

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

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

FORM IV

Biographical sketch of the Team 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 key personnel experience and training most pertinent to the tasks on assignment. Describe Degree of responsibility held by each key personnel 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 biodata correctly describes me, my qualifications and my experience.

Date:

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

FORM V

Financial Bid for work of providing assistance to Gujarat Electricity Regulatory Commission (GERC) for finalization of GERC (Ancillary Services and Demand Flexibility) Regulations, 2026 and preparation of Statement of Reasons and other works incidental to the assignment.

Task	Consolidated Amount in ₹ (without tax)	Taxes, if any and Rate	Consolidated Amount in ₹ (with tax)
Assignment of Finalization of GERC (Ancillary Services and Demand Flexibility) Regulations, 2026 along with SoR			

(Authorised Signature)

(Name and Title of the Signatory)

Name and address of the Firm

FORM VI

Declaration / Certification

To,
The Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City,
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 finalization of GERC (Ancillary Services and Demand Flexibility) Regulations, 2026. I hereby declare and confirm that:

1. As of the date of bid submission, our firm has at least **10 (ten) full-time power sector professionals** currently on our payroll within India.
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 VII

Declaration / Certification (To be submitted on affidavit)

To,
The Secretary,
Gujarat Electricity Regulatory Commission,
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City,
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 (Ancillary Services and Demand Flexibility) 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

Annexure-I

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 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.
5. The schedule of payments for the Assignment shall be as per Clause 3 of RFP to provide assistance to GERC in finalization of GERC (Ancillary Services and Demand Flexibility) Regulations, 2026.
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).

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.

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. 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.
13. 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.

14. 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.

15. 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.

16. 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.

17.

- 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.

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 _____