

GUJARAT ELECTRICITY REGULATORY COMMISSION

6th Floor, GIFT ONE,
Road 5-C, Zone 5, GIFT CITY,
Dist.: Gandhinagar – 382 050, Gujarat, India.
Ph.: +91-79-2360 2000 | E-mail : gerc@gercin.org | Website : www.gercin.org

No.: GERC/Tech/2026/1462

Date: 30.07.2026

Subject : 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.

In response to queries raised by the participants on the RfP document 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, the following amendments to the RfP document and clarifications are hereby issued.

a. The Clause no. 11 - Last date of submission of RFP is amended as follows:

“ The final bids complete in all respects are required to be received by the Office of the Commission on or before 14.08.2026, up to 1800 hours IST. ... ”

The Commission's response to the queries of the interested bidders is given in the Annexure to this letter.

The interested bidders are advised to go through the clarifications given in the said Annexure. All other terms and conditions of the tender remain unchanged.

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

Place: Gandhinagar

Date: 30/07/2026

Encl. : As above.

Annexure

Bidder : M/s Deloitte Touche Tohmatsu India LLP

Sl.	Clause No.	Clause as per Bid Document				Deloitte's Submission / Query	Suggested Clause			GERC Response
1	Timelines, Deliverables and Terms of Payment	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 RFP stipulates that a significant portion of the Scope of Work and major deliverables are to be completed by the end of the 3rd Milestone. However, the payment terms provide for 40% of the quoted lump-sum amount to be released only upon completion of the final milestone. This results in a mismatch between the effort involved and the corresponding payment schedule.	We request the Commission to kindly revise the payment schedule by limiting the payment linked to the final milestone to 25% of the total contract value and redistributing the remaining 15% to the earlier milestones in line with the proportion of work and deliverables completed.			The timeline, deliverables and terms of payment stipulated in the RFP is as per the requirement of the assignment and modification in the same is not required.
							1.	Award of contract and execution of agreement (Copy of the agreement attached herewith as Annexure-I)	10%	
							2.	Submission of (i) Concept paper, (ii) Draft GERC (Ancillary Services and Demand Flexibility) Regulations, 2026	30%	
							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	35%	
							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 25%	

Sl.	Clause No.	Clause as per Bid Document	Deloitte's Submission / Query	Suggested Clause	GERC Response
2	Eligibility & Qualification Criteria	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.	We respectfully request the Commission to: - Revise the eligibility criterion to require demonstrable experience specifically in Ancillary Services Framework and/or Deviation Settlement Mechanism (DSM) assignments, as these are directly relevant to the scope of work. - Permit experience from international assignments, provided the assignments have been successfully executed by the bidding firm and are comparable in scope and complexity to the present assignment. - Exclude generic regulatory or technical code assignments that are not directly related to Ancillary Services or DSM from the qualifying experience criteria.	The Bidder shall have successfully completed at least three (3) assignments 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. related to the formulation, design, implementation, review, or advisory services pertaining to Ancillary Services Framework and/or Deviation Settlement Mechanism (DSM) for power system operators, electricity regulators, transmission utilities, system operators, government agencies, or equivalent organizations. Such experience may be from India or international jurisdictions, provided the assignments have been executed by the bidding firm and are comparable in scope and complexity to the present assignment.	The qualification criteria stipulated in the RFP is as per the requirement of the assignment and modification in the same is not accepted.
3	SPECIMEN AGREEMENT	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). 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).	We request the Commission for modification of this risk and cost clause. We propose that in unlikely event of default, the Commission may terminate the contract.	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) may terminate the contract for reasons solely attributable to consultant. 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 may terminate the contract if there is any conflict identified 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) 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 terminate the contract. 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)	The provision of RFP is standard Clause in all the bids for awarding consultancy services and therefore modification in the same is not accepted.

Sl.	Clause No.	Clause as per Bid Document	Deloitte's Submission / Query	Suggested Clause	GERC Response
4	SPECIMEN AGREEMENT	8. ... 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.	We request the Commission for modification of the said clause.	9. ... 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 determined by arbitration appointed in consultation by both parties or legally determined and same shall be capped to contract value 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.	The existing terms of the RfP and Specimen Agreement is appropriate and modification in same is not considered.
5	Additional Query	Indemnification	We request GERC to cap indemnity at 1x of the total fee.	The Consultant shall indemnify GERC for any damages at all times, limited to one time of the contract value. The Consultant shall be only liable for indemnities which are judicially determined and solely attributable to Consultant.	As per the provision of RfP, the aggregate liability and indemnity is limited to the contract value and therefore no further modification is considered.
6	Pre-Bid Meeting	-	We request the Commission to undertake an online pre-bid meeting. This would ensure all firms intending to participate in the tender in a more convenient manner.	-	While a formal online pre-bid meeting is not considered necessary. The bidders/consultants may contact the Office of the Commission for any clarifications or assistance, if any.

Sl.	Clause No.	Clause as per Bid Document	Deloitte's Submission / Query	Suggested Clause	GERC Response
7	Terms of Reference / Scope of work	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.	To determine the framework for ancillary services at intra-state level, there will be a need to perform simulations to understand demand for such services and extent to which intra-state resources can contribute to the same. This will require the consultant to collect data on existing generation sources and historical information on 1) Installed capacity 2) Scheduled and actual generation 3) Un-requisitioned surplus 4) Fixed and variable costs 5) Deviation volumes by discoms and other intra-state entities Please confirm that such information will be shared with the consultant. Further, we understand that detailed system studies (steady-state and dynamic studies) are not required assess the requirement of ancillary services in the state and the extent to which current resources can provide the same.		It is to clarify that requisite details /information will be made available to the consultant. Further the consultant shall have liberty to use suitable methodology/ approach to achieve the objective of the assignment.
8	Terms of Reference / Scope of work	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.	A key aspect of framing up the regulations would be to understand the details of under-construction and planned generation capacity additions as well as expected load growth of the state. We understand that such data will be provided to the consultant, and no simulation is required to determine what cost-optimal generation mix is required for Gujarat for the future.		It is to clarify that requisite details /information will be made available to the consultant. Further the consultant shall have liberty to use suitable methodology/ approach to achieve the objective of the assignment. The consultant is required to do requisite analysis at its own to achieve the objective of the assignment.

Sl.	Clause No.	Clause as per Bid Document	Deloitte's Submission / Query	Suggested Clause	GERC Response
9	Terms of Reference / Scope of work	Review relevant international practices on ancillary services markets and demand-side flexibility, drawing implementable lessons suited to Gujarat.	Can you please confirm the number and list of countries which consultant needs to evaluate.		The intent is to study the best practices adopted at the international level and draw implementable lessons suited to the State. As such, no specific countries can be specified by the Commission.
10	Terms of Reference / Scope of work	Review relevant international practices on ancillary services markets and demand-side flexibility, drawing implementable lessons suited to Gujarat.	Based on our understanding, we envisage following areas to be covered viz. 1) Understanding of the overall market framework in the countries 2) Products offered in the overall design 3) Methodology of procurement of various products 4) Price discovery mechanism 5) Payments to resource providers and settlement process 6) Methodology for recovery of costs Please confirm if our understanding is correct and any other areas are required to be covered in this segment.		The intent is to study the best practices adopted at the international level as well as in the country, and identify those which are best suited to the State. Therefore no further modification in this clause is considered.
11	Prepare a detailed Concept / Approach Paper and framework covering, inter alia	Categorization of ancillary services – Secondary Reserve Ancillary Services (SRAS), Tertiary Reserve Ancillary Services (TRAS), reactive power / voltage support and black-start;	The overarching CERC Ancillary Regulations does not prescribe a market-based framework for voltage support /reactive power and black start. Hence, we understand that framework for such products would be finalized based on global best practices largely. Further, we understand that the product requirements for SRAS & TRAS viz response time, sustain duration, etc. will be finalized in close consultation with GERC, SLDC, Utilities and Resource providers in the state. Please confirm.		The required consultation with the concerned entities is envisaged for preparation of approach paper.

Sl.	Clause No.	Clause as per Bid Document	Deloitte's Submission / Query	Suggested Clause	GERC Response
12	Prepare a detailed Concept / Approach Paper and framework covering, inter alia	Demand flexibility and demand response products, including aggregation, eligibility of resources, and baseline/measurement methodology	Please clarify if there has been any recent exercise on establishing baseline consumption pattern for large industrial and commercial consumers and / or any other consumer set in the state. We understand that no field-level evaluation of baseline consumption is required and that the methodology will be arrived basis a combination of international best practices, consultations with utilities and select consumer categories and internal assessment by the consultant and GERC team.		The required consultation with the concerned entities is envisaged for preparation of approach paper. No field level evaluation is envisaged for the assignment.
13	Prepare a detailed Concept / Approach Paper and framework covering, inter alia	Metering, communication, telemetry and verification requirements	We understand that understanding of existing metering, communication and telemetry systems available with SLDC, Utilities, Generators and Resource providers will be carried out basis primary consultations and stakeholder discussions. A detailed field-level evaluation of existing systems is not envisaged. Please confirm if our understanding is right.		The required consultation with the concerned entities is envisaged for preparation of approach paper.
14	Prepare a detailed Concept / Approach Paper	Commercial compensatory mechanism payment and settlement mechanism, including cost recovery and the treatment of ancillary services charges;	We understand that this will include the indicative following contents viz. 1) Type of products and response time 2) Consideration of whether resources should have an offer price or market operator should consider regulated price 3) Price discovery mechanism 4) Timeline of market operation viz. Day ahead vs real time market vs both 5) Payment options – Availability and Response based vs only availability based vs only response based 6) Indicative costing to be incurred by SLDC, Utilities and framework to recover the same		The consultant is expected to undertake adequate analysis of CERC framework and best practices adopted at the National / International level and suggest the mechanism best suited to the State.

Sl.	Clause No.	Clause as per Bid Document				Deloitte's Submission / Query	Suggested Clause	GERC Response
15	Timelines, Deliverables and Terms of Payment	Sr. No.	Milestone / Delivery	Timeline	Payment	Preparation of the concept paper as well as Draft Regulations will require extensive stakeholder interactions, internal deliberation with GERC staff and officials, assessment of international best practices and mathematical simulations to arrive at suitability of various frameworks. We would like to humbly request GERC to kindly consider a timeline of 6 weeks for concept paper and Draft GERC Regulations. We would also like to highlight that submission of draft Detailed SoR, final Regulations and final SoR is contingent on public hearing, receipt of written comments from stakeholders and internal approvals from GERC. We understand that the consultant will not be responsible for such delays, if any.	We kindly request GERC to amend the milestones as follows: Submission of (i) Concept paper, (ii) Draft GERC (Ancillary Services and Demand Flexibility) Regulations, 2026 – Within six weeks of the signing of the agreement	The timeline, deliverables and terms of payment stipulated in the RFP is as per the requirement of the assignment and modification in the same is not considered.
		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,	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%			
16	Supporting documents required					We request you to consider work orders only as completion certificates are typically not provided by majority of similar clients.		The criteria stipulated in the RFP is as per the requirement of the assignment and modification in the same is not considered.
17	Resource person	Project Director - 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				We request relaxation to 18 years.		The qualification criteria stipulated in the RFP is as per the requirement of the assignment and modification in the same is not required.

Sl.	Clause No.	Clause as per Bid Document	Deloitte's Submission / Query	Suggested Clause	GERC Response
18	Resource person	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.	Please confirm if the team is expected to work out of GERC office throughout the tenure of this engagement till the finalization of the Regulations and Statement of Reasons.		The consultant's team is expected to be available for key meetings, deliberations with the commission, and stakeholder hearings, at the GERC office as may be required.
19	Submission deadline extension	The last date for receiving proposal is 31.07.2026.	We request to provide at least 2 weeks time for bid submission, from the issuance of corrigendum, to allow us to get necessary internal clearances in place.	The last date for receiving proposal is 14.08.2026.	It is decided to extend the last day of submission of bid up to 14/08/2026 at 18:00 hours.

Bidder : M/s PricewaterhouseCoopers Private Limited (PwC)

Clause No.	Existing Clause				Clarification/ Suggestion				GERC Response
Clause No. 3, Sr. No. 2, Page No. 4	Timelines, Deliverables and Terms of Payment:				We would like to submit that the stipulated timeline of four weeks for the development of the concept paper and the Draft GERC (Ancillary Services and Demand Flexibility) Regulations, 2026 appears to be quite limited. Considering that the assignment would require substantial background research, detailed comparison of regulations/frameworks adopted in other states, if any and reference to relevant international practices, a longer timeline would help ensure a more comprehensive and high-quality deliverable. Further, considering the significant level of effort involved in the initial stages, particularly for research, benchmarking, preparation of the concept paper, and drafting of the regulations, the remuneration linked to these activities appears relatively low, as only 35% of the total fee is payable cumulatively at this stage. As such, we humbly request to amend the referred clause as below				The timeline, deliverables and terms of payment stipulated in the RFP is as per the requirement of the assignment and further modification in the same is not accepted.
	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	Sr.	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%	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%	2	Submission of Concept paper	Within four weeks of the signing of the agreement.	30%	
					3	Submission of Draft GERC (Ancillary Services and Demand Flexibility) Regulations, 2026	Within six weeks of the signing of the agreement.	30%	
	3	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%	4	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.	20%	
	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%	5	Preparation, discussion and finalization of Regulations and Statement of Reasons (SoRs).	Within Two weeks from the date of submission of analysis of draft SoR.	10%	
					Hence, the estimated timeline for the above task shall also be four months from the date of the Letter of Award (LoA).				

Clause No.	Existing Clause	Clarification/ Suggestion	GERC Response
Clause No. 4 Sr. No. 8 Page No. 6	Eligibility & Qualification Criteria:	We would like to submit that this clause is inconsistent with the Form VII (page no. 21) of the RfP document which states that “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.” Hence, we request to amend the clause as below; The Bidder, its leadership team and its personnel proposed to be deployed for this assignment should not have been blacklisted / debarred by any Electricity Regulatory Commission of India regulator/ MoP / MNRE in India in the past.	The provisions of Clause 4, Sr. No. 8 and Form VII of the RfP are well defined and self-explanatory. No change is considered.
	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.		
Clause No. 6 (vii), (Page 9)	The Commission reserves the right to reject any / all the bids... 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.	"We understand that there is only one assignment 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. Given the sequence of scope of work and step wise approach to be followed, it would not be practical to segregate the same between more than one bidder. Hence, we humbly request to drop the clause of splitting the assignment between more than one bidders."	The Clause 6(vii) clause of RFP is standard Clause in all the bids for awarding consultancy services and therefore modification is not required.
New Clause	Not Applicable	Right to disclose: Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	The criteria stipulated in the RFP is as per the requirement of the assignment and modification in the same is not required.