

*Joint Electricity Regulatory Commission
For the state of Goa and Union Territories*



**REQUEST FOR PROPOSAL
FOR
ENGAGING CONSULTANT FOR DETERMINATION OF TARIFF
FOR 1 MW POWER FROM ROOF TOP PV SMALL SOLAR PLANT IN THE UNION
TERRITORY OF PUDUCHERRY**

LAST DATE OF SUBMISSION 12.12.2011

SECTION 1

Introduction & Scope of Work

1 Name of the client: **JOINT ELECTRICITY REGULATORY COMMISSION** for the state of Goa and Union Territories

Method of selection: QCBS (Quality & Cost Based System)

2 Joint Electricity Regulatory Commission for the state of Goa and Union Territories of Andaman & Nicobar, Chandigarh, Daman & Diu, Dadra & Nagar Haveli, Lakshadweep and Puducherry (hereinafter referred to as the JERC or the Commission) is a body corporate set up by Government of India in exercise of powers conferred by sub section (5) of Section 83 Electricity Act 2003 (hereinafter also referred to as 'the Act'). At present, seven distribution entities namely that of Andaman & Nicobar, Chandigarh, Daman & Diu, Dadra & Nagar Haveli, Lakshadweep, Puducherry and State of Goa falls in the jurisdiction of the Commission. Besides one generating company- Puducherry Power Corporation Ltd comes under the Regulatory control of the Commission.

Some of the major responsibilities assigned to the Commission are:

- (a) To determine tariff for supply including wheeling, wholesale, bulk or retail and for the use of transmission facilities in the state of Goa and Union Territories as mentioned above.
- (b) To issue and regulate the licences for transmission, bulk supply, distribution or supply of electricity in the state of Goa and Union Territories as mentioned above.
- (c) To regulate power purchase and procurement process of the licensees and transmission utilities including the price at which the power shall be procured from generating companies/stations etc. in the state of Goa and Union Territories as mentioned above.
- (d) To promote competition, efficiency and economy in the activities of the electricity industry in the state of Goa and Union Territories as mentioned above.
- (e) To regulate the operation of power system in the state of Goa and Union Territories as mentioned above.

3 The Transmission and Distribution of power in the state of Goa and Union Territories as mentioned above, presently, is being managed by Appropriate Governments who are deemed licensees in terms of Section 14 of the Electricity Act 2003.

As per Electricity Act 2003, the Commission is also required to determine the tariff of Generating Companies and also of deemed licensees.

4 Keeping this in view, the Commission wishes to appoint, utilize the services of Consultant to assist the Commission in analysis and determination of tariff for 1MW power from roof top PV small solar plant in the Union Territory of Puducherry

5

SCOPE OF ASSIGNMENT:

a Examination of the tariff petition in respect 1MW from roof top PV small solar plant in the Union Territory of Puducherry and data furnished with the relevant regulations and apprise the Commission regarding shortcomings; if any

- b Survey study of the site and collection of requisite data/ datas;.
- c Identifications of commercial / legal/ technical issues; if any
- d Drafting of public hearing notice.
- e Participation in public hearing& compilation of the objections/ suggestions.
- f Obtaining replies from concerned on issues raised during public hearing.
- g Preparation/ presentation of draft tariff order.
- h Discussion & Finalization of draft tariff order.
- i Submission of final tariff order.
- j Dealing with the review petition on the matter, if any.

6 The address for submission of proposal and requesting for clarifications is:

The Secretary,
Joint Electricity Regulatory Commission
for the state of Goa and UTs
“Vanijya Nikunj” 2nd floor
Udyog Vihar Phase V
Gurgaon 122016 Haryana

Telefax: 0124-2342853 E-mail: sec_jerc@hotmail.com

7 The consultant must possess expertise in the following areas:

- Clear understanding of the Indian legal, regulatory and power scenario and development over the last decade including the applicable policies, legal and regulatory framework and reforms at Central and State levels.
- Proven experience of similar assistance to Electricity Regulatory Commissions.
- Expertise will include the high level inputs in the Regulatory, Policy, Finance, Legal Governance fields and court order/ direction on the matter etc.

8 The Bidders shall submit Technical, Financial bid in respect of the Scope of work enumerated at Para 5.

9 The Commission will require firm assurance in the Technical bids itself that the professional staff committed for the assignment will be actually working. The professional staff committed for the assignment shall be the same as proposed in the Form 2 of the TOR and not be changed during the course of the assignment unless both parties agree.

10 Bidders can either be a consultant firm or consortium, which more than one consultant firm may constitute with another/others for submitting their proposals. Where the bid is submitted by a consortium, the written consent of each member of the consortium to participate in the bid on the basis of joint and several liabilities to the JERC for the performance of the services shall be provided along with the bid. The Lead partner of the consortium shall also be clearly indicated.

11 The bidders shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Commission or that may reasonably be perceived as having this effect.

The bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to their other clients or that may place them in a position of not being able to carry out the assignments objectively and impartially.

12 The bidders must invariably indicate that the proposal is firm and that it will remain valid for a period not less than 120 days from the date of opening of price bid.

13 The price quoted by the bidders must be firm price. No variation will be allowed thereafter but for variation in service tax.

14 The assignment is required to be completed within 60 days of award of order.

SECTION 2

Instructions to Bidders:

1. Bidders are required to furnish all information and documents as called for in this RFP document in English. Any printed literature furnished by the bidder in another language, should be accompanied with an English translation, in which case, for the purpose of interpretation of the document, the English version will be referred.
2. (a) Proposal should be typed or filled in ink neatly
(b) Bidders are required to quote the prices in the Indian currency only.
3. As far as possible any cutting or over-writings in the proposal or in the documents must be avoided. If unavoidable, it should be signed by the signatory authorized to sign the tender document.
4. In the case of consortium, the proposal document shall be submitted by the leader of the Consortium. The proposal document is not transferable.
5. The proposal document shall be submitted in the following manner:-
 - (i) Separate Technical and Financial proposals are required to be submitted. Separate sealed covers shall be submitted for the Financial and Technical Bids. The Bidder shall prepare an original and two (2) copies/sets of the Bid clearly marking the same as “Original Bid”, “Copy No.-1” and “Copy No.-2”, etc. One sealed cover shall contain all the three copies/sets – Original Bid, Copy No.-1, and Copy No.-2 – of the Technical Bid, and the second sealed cover shall similarly contain all the three copies/sets of the Financial Bid. In the event of any discrepancy amongst them, the Original shall govern. The envelopes shall mention name of assignment and nature of Bid (Technical/Financial) at the top and the name of the submitting bidder at the left hand corner of the envelope. The bids shall be in the enclosed formats (Form 1 to 7).
 - ii) The bid Proposal Submission Form shall be accompanied by
an Earnest Money Deposit of Rs. 25000/-/- (Rupees Twenty five thousand only) (fixed and not related with cost estimates) in form of a Pay Order/Demand Draft in favour of the Secretary, JERC for the state of Goa and UTs, payable at Gurgaon(Haryana) with covering letter. EMD of unsuccessful bidders will be returned.
 - (iii) The Technical bids shall not indicate particulars of the Financial bids; otherwise the bids shall be liable to be rejected. All Technical documents like literature, catalogues, etc. shall be placed in the same sealed cover.
 - (iv). The proposal shall clearly indicate the names and designations of the persons who shall be available to the Commission along with the time schedule of availability of other team members showing the exact times of their availability for each assignment in accordance with Form 5 of the TOR.
 - (v). Each page of bid should be numbered and signed by the authorized signatory with the seal of the firm and the forwarding letter must indicate the details of the enclosures attached.
 - (vi). A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.
6. Any proposal received after the closing of the due date and time shall not be considered. JERC shall retain all documents submitted by the bidder. JERC takes no responsibility for delay, loss or non receipt of documents sent by post / courier / or other means.
7. All proposals received by the due date and time at the above address shall be opened at Hrs. on in the same office. First the technical bids shall be opened. Financial bids of only those bidders whose score is equal or more than specified by

the Commission shall be opened on the date and time to be subsequently notified Representatives of bidders may attend the openings.

The bidder may properly check the proposal before submission to ensure that all information / documents required are included.

At any time prior to opening of proposals, JERC either at their own initiative or in response to clarifications requested by a prospective bidder may modify the RFP document by issuing an amendment. In addition, such amendments(s) shall be sent by fax/ mail to the bidders who have already submitted their bids.

JERC shall examine the proposal to determine whether the proposals are substantially responsive to the requirements of the RFP document. Proposals shall be considered non responsive and liable for rejection for the following reasons.

- a) Proposal is not received by the due date and time,.
- b) Proposal is not accompanied with requisite earnest money deposit.
- c) Proposal is not accompanied with the required documents.
- d) Proposal is not a FIRM proposal.
- e) Proposal is valid for a period shorter than the specified period (120 days)

JERC shall take up evaluation of only responsive bids. Negotiations may be initiated with one or more bidders at the discretion of JERC.

JERC reserves the right to reject any proposal in case, at any time, a material misrepresentation is made or uncovered.

In the event of any bidder not responding to further clarifications as required for the finalization of the bid, JERC reserves the right to forfeit the bid earnest money furnished by such bidder and reject the bid.

Any deviation to any clause of RFP document must be properly spelt out in exceptions and deviations statement to be submitted along with the bid, giving details of page number and clause number and detailing the deviation. JERC reserves the right to accept or reject any deviation or modify the relevant clause of the RFP documents to the extent necessary. Exceptions and deviations statement must be attached with the proposal.

After opening of proposal and till final selection of successful bidder, no correspondence of any type shall be entertained, unless called for by JERC. Any type of uncalled for clarifications on prices and / or rebates shall not be entertained.

Proposal preparation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions. All costs towards submission of proposal documents etc. shall be borne by the agencies themselves.

Bidders are informed that JERC is neither under any obligation to select any bidder, nor to give any reason for rejecting any bidder; JERC is also under no obligation to proceed with the work or part thereof.

Successful bidder shall be required to execute the contract in the prescribed format. In the event of failure of bidder to execute the contract within notice period from the date of receipt of acceptance of the proposal, full earnest money deposit shall stand forfeited and JERC may consider placing order on next competitive bidder.

The Bid Schedule shall be as under:

Last Date of Receipt of Bid Proposals	12.12.2011 upto 3:00PM
Opening of Technical Bids	12.12.2011 at 3: 30 PM

Terms of payment:-

The payment for activities of consulting services shall be made in as under:-

- a) 10% after scrutiny of the petition after the discrepancies/ shortcomings and information as required is furnished to the Commission.
- b) Second instalment of 10% will be payable after objections/ comments are received and summarized in response to public notice and a comparative statement prepared before the public hearing is held.
- c) Third instalment of 30% will be payable after the public hearings, on submission of draft order for determination of tariff for 1MW power from roof top PV small solar plant in the Union Territory of Puducherry.
- d) The last instalment of 50% will be payable sixty (60) days after the order on the petition has been issued by the Commission. Any review of order will also be dealt by Consultant and in that case the last instalment of 50% will be payable after finalization of review petition.

SECTION 3

EVALUATION

Overall JERC will follow *The Joint Electricity Regulatory Commission(Appointment of consultants) Regulations,2009*, which is available at commission website, www.jercuts.gov.in

The evaluation of bid shall be done by the evaluation committee constituted by the Commission for the purpose and the evaluation decision shall not be subject to any challenge at any forum.

Technical component will carry 70% and Financial component 30% weightage.

1 **Technical evaluation:**

(A) The technical bid shall be opened at 15: 30 Hrs on 12.12.2011 in the office of the secretary, JERC, by the evaluation committee in presence of the bidders, who wish to participate. The technical evaluation will be done on the basis of the following criteria with maximum marks of 100 for each criterion. The weights for each factor of the criteria shall be as follows:

i	Consultants' specific experience relevant to the assignment	0.40
ii	The quality of proposed methodology and work plan	0.20
iii	Qualifications and competence of the key-staff for the assignment committed time in man-weeks	0.35
iv	Extent of transfer of knowledge to commission staff	0.05

Criterion for technical evaluation:

- Specific experience of the consultants relevant to the assignment with emphasis on handling ARR (Tariff determination) related projects of regulatory commission and utility.
- Adequacy of the proposed methodology and work plan – the qualifying proposal should qualify under all the sub criteria, viz.
 - (a) **Technical approach and methodology** – the consultant shall explain their understanding of objectives of the assignment/job, approach to the assignment/job, methodology for carrying out the activities and obtaining the activities and obtaining the expected output, and the degree of detail of such output. They shall highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. They shall also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
 - (b) **Work plan** – the consultant shall propose and justify the main activities of the assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan shall be consistent with the work schedule.

(c) **Organisation and staffing** – the consultant shall propose and justify the structure and composition of their team. They shall list the main disciplines of the assignment/job, the key expert responsible, and proposed technical and support staff.

- Qualification and the competency of the key professional staff will be evaluated giving due preference to the man-weeks committed by the team leader and other professionals, who will be actually working on the project. The sub criterion to be followed for evaluation of the key professionals shall be (a). Educational Qualifications and (b). Adequacy for the assignment/job (i.e. experience in carrying out similar assignment/jobs).
- Transfer of knowledge to the Commissions' staff – The Consultant shall indicate in the work, the firms' experience & capability of providing training and transfer of knowledge to the Commissions' staff.

(B) The minimum qualifying total score, for the technical bid shall be **65** on **100** point scale. The financial bids of only those bidders shall be opened whose score shall be **65** on 100 point scale or above in technical bids. After completion of the technical evaluation, the Commission shall inform those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the TOR. The Financial proposal etc. of such non-responsive bids shall be returned un-opened on completion of the selection process. The list of bidders whose offers have been selected after technical evaluation shall be displayed at the notice board of the Commission's Office and also on the Commission website www.jercuts.gov.in Such selected bidders may attend the opening of financial bids at the office of the Secretary, JERC on the date and time mentioned there in.

2 **Financial Evaluation:**

The financial proposals of the pre-qualified bidders shall be opened by the Evaluation Committee in presence of those bidders or their representatives (whose bids are short listed for financial evaluation) who may like to be there, if they so wish.

- i. The proposal with lowest evaluated cost shall be given a financial score of 100 and other proposals shall be given financial scores that are inversely proportional to their prices.
- ii Evaluation of financial bids shall entail selection of consultant after adding scores of technical and financial proposals with respective weight-age, which shall be **70** on 100 point scale for technical bid and **30** on 100 point scale for financial bid.

3 The Commission will select the bidder with the highest score and discuss the detailed work plan with them. Any suggestions that the bidder has, to improve the TORs, staffing details, activities to be undertaken by the consultants, reporting, etc. as also the inputs required from the JERC to ensure satisfactory implementation of the assignment, shall be discussed with the bidder and finalized. These discussions will be on the strict understanding that the amount quoted in the Bid document will not be increased for any reason whatsoever.

4 Having selected the Consultant, amongst other things, also in consideration of the proposed key professional staff, the JERC shall award a contract on the basis of the staff named in the proposal and, prior to the award of contract, shall require an assurance that the staff mentioned in the Form 2 of the Bid document will be actually available and deployed for this assignment. The JERC will not consider substitutions during the contract period except in cases of genuine hardship with its prior approval subject to the satisfaction of the Commission.

JERC may hold review meetings fortnightly, or more frequently if so needed, with the Consultant during which senior/key personnel of Consultant shall be present.

- 5
 - a. The successful bidder shall enter into a contract with the Commission in the prescribed format (specimen format enclosed as Annex - I) and shall commence the assignment as per schedule assigned by the Commission.
 - b. The successful bidder shall furnish a “Performance Bank Guarantee” equal to 10% of the value of contract, which shall be valid for 90 days after the completion of the assignment.
- 6 The consultant shall not utilize or publish or disclose or part with any statistics, data/proceeding or information collected for the purpose of Commission, without written consent of the Commission. The consultant shall be duty bound to hand over the entire records of assignment to the Commission before the expiry of the contract. The consultant shall be responsible for any explanation/description in the matter of tariff calculations of the relevant order.
- 7 If the Consultant, finally selected for award of contract on basis of above procedure, fails to enter into a contract within the time limit as may be prescribed, the Commission shall invite the consultant who has scored the second highest score on consideration of Financial and Technical bids for award of the contract.
- 8 The Commission reserves the right to award the total assignment or to delete any part of assignment or reject any bid without assigning any reasons for the same. Failure to provide all information or concealing any information material to award of contract shall be at bidder’s own risk and may result into rejection of the proposal.

PROPOSAL SUBMISSION FORM

To:

**The Secretary,
Joint Electricity Regulatory Commission
For the state of Goa and Union Territories,
Vanijya Nikunj 2nd Floor,
Udyog Vihar Phase V,
Gurgaon_-122016 (Haryana).**

Sir,

We, the undersigned offer to provide the consultancy services for undertaking the assignments relating to the scope of work defined in Para 5 Section 1 (RFP), of your request for proposal submission as appearing in the Times of India (all addition) (Name of newspaper), and detailed on the website www.jercuts.gov.in

2. We are hereby submitting our proposal for the assignment in two separate sealed envelopes, one containing the Technical Bid (in three copies/sets, one marked “ Original Bid, the second marked as “Copy No.-1’, and the third marked as “ Copy No.-2”), and the other containing the Financial Bid (in three copies/sets, as in the case of the Technical Bid). We clearly understand that in case of any discrepancy in the three copies/sets of the Technical/ Financial bids, the copy/set marked “Original Bid” shall govern. Each page of the proposal has been numbered and signed by the Authorized Signatory.

3. A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has /have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity is enclosed.

4. It is also confirmed that presently we are not handling any assignment that would be in conflict with this assignment or place us in a position of not being able to carry out this assignment objectively and impartially.

5 If negotiations are proposed by the commission at any stage, we undertake to negotiate as per the requirement of the assignment. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

b) A demand draft/pay order (towards EMD) No. _____ dt. _____ for Rs. Twenty five thousand only as in favour of Secretary, JERC for the State of Goa & Union Territories payable at Gurgaon (Haryana) is enclosed herewith.

c) We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

- 1) Encl. EMD (Para 6).
- 2) Sealed envelope superscribed TECHNICAL BID (Para 2).
- 3) Sealed envelope superscribed FINANCIAL BID (Para 2).

Authorized Signatory:
Name and Title of Signatory:
Name of the Firm:

Technical Proposal

CONSULTANT REFERENCES

**Relevant services carried out in the last 5 (five) years
that best illustrates qualifications**

(Using the format below, provide information on each reference/assignment for which your firm/entity, individually as a corporate entity or as one of the major companies within an association, was legally contracted)

1. Assignment Name:	
2. Name & address of the client:	
3. (i) Professional Staff including Senior Staff (Project Director/Coordinator, Team Leader) Provided by Your Firm/entity (attach profiles) (ii) No. of Staff-weeks; duration of assignment	
4. Start Date and Completion Date (Month/Year):	
5. Details of Associated Consultants, if any:	
6. No. of Months of Professional Staff Provided by Associated Consultants	
7. Approx. Value of Services (In Current Indian Rs.)	

Note: Please provide documentary evidence (i.e. copy of the work order, contract for each assignment etc.) in the absence of which, the experience shall not be considered for evaluation.

Authorized Signatory

Technical Proposal

**Format of Curriculum Vitae (CV) for proposed
Professional Staff**

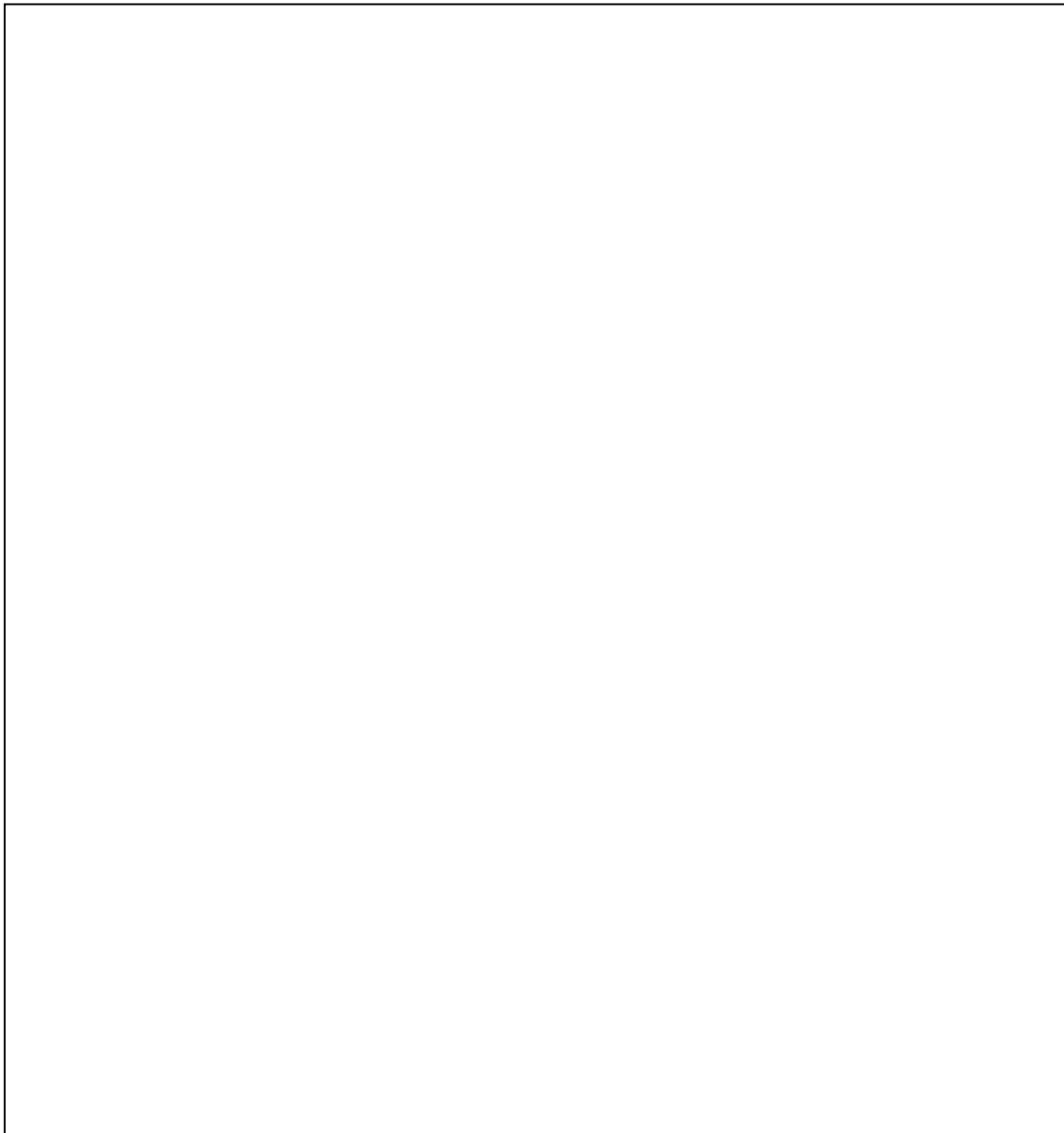
1. Name of the Firm	
2. Name of proposed staff	
3. Date of Birth	
4. Educational Qualifications	
5. Present position/ Post	
6. Years with Firm/entity	
7. Membership in Professional Societies	
8. Details of task assigned	
9. Work undertaken that best illustrates capability to handle the task assigned (mention name of assignment, year, location, employer, main projects, features, position held and activities performed.	

Note:- The separate format for C.V. of each individual proposed for the assignment shall be furnished

Authorized Signatory

Technical Proposal

Description of the proposed methodology and work plan for performance the assignment

A large, empty rectangular box with a thin black border, intended for the user to write the description of the proposed methodology and work plan.

Authorized Signatory

Technical Proposal
Activity (work) schedule

Assumed zero
point:

TASK	Completion Date with reference to assumed zero point
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

Authorized Signatory

Technical Proposal

Format of Task Schedule for professional Staff proposed for assignment

Name	Position	TASK	Committed Time schedule (in days/week)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Authorized Signatory

FINANCIAL PROPOSAL SUBMISSION FORM

To:

**The Secretary,
Joint Electricity Regulatory Commission
For the state of Goa and Union Territories,
Vanijva Nikunj 2nd Floor,
Udyog Vihar Phase V,
Gurgaon -122016 (Haryana).**

Sir,

We, the undersigned, offer to provide the consultancy services for undertaking the assignment relating to the scope of work defined in Para 5 of your request proposal submission, as appearing in the (name of the newspaper), and detailed on the website www.jercuts.gov.in.

We hereby submit our Financial Proposals in Form 7 for the assignment.

We hereby confirm that the financial proposal in Form 7 is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, with by the Commission. Each page of the proposal has been signed by the Authorized Signatory.

We understand that you are not bound to accept any proposal you receive.

Encl. Form 7

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
Name of the Firm:
Address:

Form 7

Financial Proposal
Summary of cost

Bid amount (In Rs.)	Taxes etc. (In Rs.)	Total amount (In Rs.)

Break-up of total cost

Expense Type	Total
Establishment Expenses	
Travel Expenses	
Other Expenses	
Total	

Break-up of Manpower cost (Establishment Expenses)

Person's Name	No. of Weeks committed for assignment	Equivalent Months	Rate/Person/ Month	Total
Total				

Authorized signatory

CONTRACT AGREEMENT

ARTICLES OF AGREEMENT made on this _____ day of _____ BETWEEN _____ of the one part and the Joint Electricity Regulatory Commission for the state of Goa & UTs (hereinafter called "the Commission") of the other 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 THESE PRESENT WITNESSES and the parties hereto respectively agree as follows:

1. The party of the first part shall submit itself to the orders of the Commission and of the Officers and authorities under whom it may from time to time are placed by the Commission.
2. The party of the first part shall complete the assignment as contained in the work order as annexed herewith within a period of 60 days commencing from _____.
3. The party of the first part shall be paid as under:
 - a) 5 % of the contract value shall be paid every month on completion of assigned work, if any, during the period
 - b) The balance i.e. 40% of the contract value shall be made after 90 days of the scheduled date of completion of contract subject to satisfactory performance of the consultant.
 - c) Such release of payment shall be made on submission of the bill by the consultant along with details of work assigned, progress made during the month as well as progressive etc after completing contractual formalities.
4. No TA/DA shall be admissible to the party of the first part for travelling/ lodging/ boarding etc. in connection with the consultancy assignment.
5. The party of the first part shall not disclose to any unauthorized person any information and data that may be supplied to it by the Commission or by any other organization under the directions of the Commission. All such documents or any information, that may have come to its knowledge directly or indirectly by virtue of the assignment, shall be the property of the Commission.
6. The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligation to other clients nor shall it place it in a position of not being able to carry out the assignments objectively and impartially.
7. In case of any default on the part of the party of the first part in completion of the work within the time schedule agreed to between the parties as herein above, the party of the second part 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.
8. In case of any difference or dispute between the parties arising out of this Agreement, it shall be referred for arbitration to a person nominated by the Commission. The proceedings shall be subject to the Arbitration and Conciliation Act, 1996, as amended from time to time.
9. The payment of fee to the party of first part shall be made by the Commission after the deduction of tax at source in accordance with law for the time being in force.
10. 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 shall be paid remuneration after taking into consideration the part of work completed prior to such foreclose, 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 cases.

11. 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 whereof the party of the first part and _____ to the Commission on behalf

of the Commission have here to put their hands on the day and the year first above written.

Signed by _____ for _____ the

party of the first part in the presence of _____

Signed by _____ the _____ to the Commission for and on behalf

of the Commission in the presence of _____

