

मध्य प्रदेश विद्युत नियामक आयोग  
ऊर्जा भवन, शिवाजी नगर, भोपाल-462016  
भोपाल, दिनांक- 23 जुलाई, 2004

**शुद्धि-पत्र**

क्रमांक-2000 -विनिआ-2004- इस विभाग की अधिसूचना क्रमांक 1713 दिनांक 25 जून, 2004 जिसका प्रकाशन "मध्यप्रदेश साधारण राजपत्र" भाग-4(ग), दिनांक 2 जुलाई 2004 में हिन्दी संस्करण पृष्ठ क्रमांक 1171 पर किया गया है। त्रुटिवश इस अधिसूचना में मध्यप्रदेश राज्य विद्युत सुधार अधिनियम, 2003 ( 2003 का क्रमांक 36) की धारा 181(आई) और 91(4) मुद्रित हो गया है। साथ अंग्रेजी संस्करण में SCHEDULE-1 का प्रकाशन नहीं हो पाया । अतः इसमें निम्नलिखित त्रुटिसुधार किया गया है ।

मध्यप्रदेश राज्य विद्युत सुधार अधिनियम, 2003 ( 2003 का क्रमांक 36) की धारा 181(आई) और 91(4) के स्थान पर विद्युत अधिनियम 2003 (2003 का क्रमांक 36) की धारा 181(1) और 91(4) पढ़ा जावे।

आयोग के आदेशानुसार

**अशोक शर्मा**, उपसचिव

SCHEDULE-1 इस प्रकार है -

**SCHEDULE -1**

ARTICLES OF AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN \_\_\_\_\_ of the one part and the M.P. Electricity Regulatory Commission (herein after called "the Commission") of the other part, WHERE AS 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 be placed by the Commission.
2. The party of the first part shall complete the assignment as contained in Annexure-I within a period of one month commencing from \_\_\_\_\_
3. The party of the first part shall be paid as under :

4. The schedule of payments shall be as under:
5. No TA/DA shall be admissible to the party of the first part for local journey in connection with the consultancy assignment.
6. The party of the first part shall not disclose to any authorized 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.
7. The party of the first part undertakes that this assignment shall not be in conflict with its prior or current obligation to other clients not shall it place it in a position of not being able to carry out the assignments objectively and impartially.
8. 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.
9. 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.
10. 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.
11. The Commission reserves its rights to foreclose, terminates 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.
12. 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 hereto 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 an on behalf of the Commission in the presence of \_\_\_\_\_.