Expression of Interest (E.o.I) –cum- Request for Proposal

for

Engagement of Company Secretary in HPRIDC on monthly retainer ship fee basis for World Bank Funded Himachal Pradesh State Roads Transformation Program (HPSRTP-II)

HIMACHAL PRADESH STATE ROAD AND OTHER INFRASTRUCTURE DEVELOPMENT CORPORATION (HPRIDC)
LETTER OF INVITATION

Dear Sir/Madam:

Subject: **Engagement of Company Secretary in HPRIDC on monthly retainer ship fee basis for World Bank Funded Himachal Pradesh State Roads Transformation Program (HPSRTP-II)**

1. The Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDC) invites the eligible consultants ("Consultants") to submit technical and financial proposals for engagement of Company Secretary for World Bank Funded Himachal Pradesh State Roads Transformation Program (HPSRTP-II) which could form the basis for future negotiations and ultimately a contract between successful Consultant and the Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDC).

2. The purpose of this assignment is to:-
   
   a. Conduct board and general meetings and record their minutes.
   
   b. Maintain the memorandum and the Articles of Association of the company.
   
   c. Keep a register of all past and present directors of the company.
   
   d. Maintain a register of all past and present shareholders of the company.
   
   e. Framing corporate governance policies and procedures.
   
   f. Advising the chairman and the board on important issues.
   
   g. Ensuring the company is in compliance with all applicable laws
   
   h. Maintaining important company records like tax records, pension detail etc.

3. The following documents are enclosed to enable you to submit your proposal:

   (a) Terms of reference (TOR) (Annexure 1);

   (b) Supplementary information for applicant, including a suggested format of curriculum vitae (Annexure 2); and
(c) A sample format of the contract for consultants services under which the service will be performed (Annexure 3).

4. **The Submission of Proposals:** The proposals shall be submitted in two parts, viz., Technical and Financial and should follow the form given in the "Supplementary Information for Consultants."

5. The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the supplementary information for consultants. The first envelope marked "Technical proposal" should include the description of the firm/organization, the firms general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. The first envelope should not contain any cost information whatsoever. The second envelope marked 'FINANCIAL PROPOSAL' must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the consultancy services.

Both the sealed envelopes should again be placed in a sealed cover which will be received in the office of the Chief Engineer-cum-Project Director, State Roads Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla-171002(H.P) upto 15:00 hours on August 6, 2020.

6. **Opening of Proposals:**

The Proposals (first envelope containing Technical Proposal only) will be opened by the High Value Committee in the office of the Chief Engineer-cum-Project Director, State Roads Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla-171002(H.P) upto 15:30 hours on August 6, 2020. It may please be noted that the second envelope containing the detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

7. **Evaluation**

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated using the following criteria:-

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<tr>
<th>Criteria</th>
<th>Maximum Marks</th>
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<tbody>
<tr>
<td>1. Educational Qualification</td>
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<td>- As mentioned in the TOR</td>
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<td>2. Work Experience</td>
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<td>- Total professional experience</td>
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</table>
8. **Deciding Award of Contract**

Quality and competence of the consulting service shall be considered as the paramount requirement. The decision of the award of the contract would be as under:

(a) Technical proposals scoring not less than 70% of the total marks will only be considered for financial evaluation.

The client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening of Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

(b) The Financial Proposals shall be opened publicly in the presence of the consultants who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

(c) The evaluation committee will determine whether the Financial Proposals are complete [i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude local taxes. For the combined evaluation for the present selection process i.e. Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

(d) During negotiations the consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by him, as may be required. If the negotiations with this consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with this consultant, the consultant with second lowest financial proposal will be invited for negotiations. This process will be repeated till an agreed contract is concluded.
9. You are requested to hold your proposal valid for 90 days from the date of submission during which period you will maintain without change, your proposed price. The Himachal Pradesh State Roads and Other Infrastructure will make its best efforts to select the consultant.

10. Assuming that the contract can be satisfactorily concluded in August 31, 2020 you will be expected to take-up/commence with the assignment in September, 2020.

11. **Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to the normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard, if required.

Yours faithfully,

---

[Er. Ajay Gupta]
Chief Engineer-cum-Project Director,
State Roads Project, Himachal Pradesh
Road and Other Infrastructure Development Corporation Limited,
Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P),
Faesimile +91-177-2620663, E-mail pdsrp-hp@nic.in
**Enclosures:**

Annexure 1. Terms of Reference.

Annexure 2. Supplementary Information to Consultants.

Annexure 3. Draft contract under which service will be performed.
TERMS OF REFERENCE

Terms of Reference (ToR) for Company Secretary, HPRIDC

Assignment Title: Engagement of Company Secretary in HPRIDC on monthly retainership fee basis

Himachal Pradesh Road & Other Infrastructure Development Corporation Limited, a wholly owned Company of Government of Himachal Pradesh was incorporated on 10.06.1999 under the Companies Act, 1956, with the main objective of developing Roads, Bridges & other infrastructure in the State of Himachal Pradesh. HPRIDC is an apex organization in Himachal Pradesh, engaged in fostering the growth of infrastructure development in the State.

Himachal Pradesh Road and Other Infrastructure Development Corpn. Ltd. (the Corporation) intends to engage a Company Secretary in practice who is member of the Institute of Company Secretaries of India (ICSI), for conducting the secretarial work of the Corporation and to advise the corporation on Company Law matters, Corporate Affairs, Good Corporate Governance Practices, Compliances & procedural aspects etc.

Scope of work

The Company Secretary would be required to undertake the following responsibilities with respect to Compliance Management /Company Law Related:-

- Ensure all Compliances under the Companies Act, 2013;
- Maintenance of all Registers and Records prescribed under Companies Act, 2013;
- Preparation and certification of Returns/forms required to be filed the MCA/RoC;
- Coordination of all Meetings of Board, members etc. and associated works;
- Coordination with statutory Auditors/Internal Auditors;
- Compilation of Agenda, Minutes, Annual Reports/Directors Reports etc.;
- Any other related function that may be assigned by the Board from time to time;
- Any other work assigned by the Managing Director of the Corporation pertaining to the Companies Act.
Qualification and experience
1. Essential Qualification: Must have qualified Company Secretary course from the Institute of Company Secretaries of India.
2. Desirable Qualification:
   (a) Post-Graduate degree in Commerce/ MBA(Finance) with at least 50% of marks or equivalent grade/level.
   (b) Bachelor Degree in Commerce from a recognized university with at least 50% of marks or equivalent grade/level
3. The quotations will be screened on the basis of the following essential eligibility criteria:- The applicant shall be a Practicing Company Secretary registered with the Institute of Company Secretaries of India, NewDehi.)
   He /She should have minimum 5 years' post qualification experience in full time practice.
   He /She should have relevant experience in handling compliance management assignments of HP State Government owned Companies/corporations.
   He/ She should have experience of finalizing, preparation, certification and filing of Annual Return, issuance of Certificate of Compliances (MGT-8) and other compliance related documents of company(ies)/corporations having Paid-up share Capital of Rs.100 Crore or more.
   He /She should have experience in preparing due diligence reports for Banks and should be empanelled with Bank(s).
   Age of candidates should not be more than 50 years at the time of application.

Duration and Type of Engagement

The duration shall be for minimum period of one year, to be reviewed and renewed based on review of performance and work requirement. The services will be effective from date of issue of award letter and concurrence by the consultant.

The selected candidate shall be hired on monthly retainer ship fee basis.

“Monthly retainer ship / Consultation Fee” shall include all the costs associated with the assignment. These shall normally cover remuneration for the Personnel man month and other expenses. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and
liable to be rejected. The Client will determine whether the Financial Proposals are complete, unqualified and unconditional. The Client will select the Consultant with the Most Advantageous Proposal, i.e. the proposal with the lowest price / quotation among those Proposals that achieved the desired qualification and experience, and invite such a Consultant to negotiate the Contract.

**Reporting and Performance Review**

The Company Secretary will report to the Project Director of HPRIDC. The work and performance of the Company Secretary shall be reviewed by the project director on a periodic basis.

**Facilities to be Provided by the Client**

i. The client will provide office accommodation in the PIU office at Shimla

ii. The Client will provide pooled vehicle for field visits outside Shimla only.

iii. The Company Secretary shall be paid TA & DA for field visits as per the applicable relevant HP Govt. Rules.
SUPPLEMENTARY INFORMATION FOR APPLICANT

Proposals

1. Proposals should include the following information:

(a) Technical Proposals (F-1)

(i) Curriculum Vitae of Consultant (F-2).

(ii) An outline of recent experience on assignments/ projects of similar nature executed during the last seven years in the format given in Form F-3.

(iii) Any comments or suggestions of the Applicant on the Terms of Reference (TOR).

(iv) A description of the manner in which Consultant would plan to execute the work. Work plan time schedule and approach or methodology proposed for carrying out the required work.

(v) The Applicant’s comments, if any, on the data, services and facilities to be provided by the client indicated in the Terms of Reference (TOR).

(b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form F - 4.

2. Three copies (One Original + Two Copies) of the proposals should be submitted to the Chief Engineer-cum-Project Director, State Roads Project, Himachal Pradesh State Roads and other Infrastructure Development Ltd., Nirman Bhawan, Nigam Vihar Shimla 171002.

3. Contract Negotiations

The aim of the negotiations is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in months and reporting schedule. Based on this, adjustments necessary will be discussed and agreed.
4. **Terms of Payment**

The selected candidate shall be hired on monthly retainer ship fee basis.
FORM NO.F-1

Technical Proposal Submission Form

From

To

Chief Engineer-cum-Project Director,
State Roads Project, Himachal Pradesh
Road and Other Infrastructure Development Corporation Limited,
Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P),

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals (RFP) dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “I am hereby submitting my Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “I am hereby submitting my Proposal, which includes this Technical Proposal only in a sealed envelope.”].

I hereby declare that:

a) All the information and statements made in this Proposal are true and I accept that any misinterpretation or misrepresentation contained in this Proposal may lead to my disqualification by the Client and/or may be sanctioned by the World Bank.

(b) My Proposal shall be valid and remain binding upon me until 90 days from the date of submission.

(c) I have no conflict of interest.

(d) I meet the eligibility requirements and I confirm my understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption (Attached as Annexure-X).

(e) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
(f) In competing for (and, if the award is made to me, in executing) the Contract, I undertake to observe the laws against fraud and corruption, including bribery, in force in the India.

(g) My Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

I undertake, if my Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in letter of Invitation.

I understand that the Client is not bound to accept any Proposal that the Client receives.

I remain,

Yours sincerely,

Signature {In full and initials}:

Full name:

Address:
Phone/fax:
Email:
Fraud and Corruption

1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

   i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

   ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

   iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

   iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

   v. "obstructive practice" is:

      (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

      (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or
indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect¹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm’s or individual’s financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.
FORM F-2

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

| Name of Expert |  |
| Post Applied For |  |
| Sex (Male / Female) |  |
| Date of Birth |  |
| PAN Number |  |
| Address for Communication |  |
| Key Qualification |  |
| Total Experience |  |

**Statement of some of the major assignments undertaken as Company Secretary**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Client/Organization</th>
<th>Designation</th>
<th>Project Name</th>
<th>Key Task performed</th>
<th>Duration</th>
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<tbody>
<tr>
<td>A</td>
<td>Total Professional Experience</td>
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<td>Working with Central Ministries/State Governments/ Urban Local Bodies/ companies having paid up share capital of Rs. 100 Crore or more</td>
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<td>Working Experience in companies/ corporations/departments etc. dealing with projects under the funding of with Donor Agencies like World Bank/ADB etc.)</td>
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<td>Experience of working as company secretary</td>
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(E) Statement of Interest (minimum 1 Page)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of Consultant]  
Date:  
Day/Month/Year

Full name of Consultant: ____________________________________________
FORM F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 7 YEARS

Outline of recent experience on assignments of similar nature:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Name of project</th>
<th>Name of assigning authority</th>
<th>Date of commencement</th>
<th>Date of completion</th>
<th>Was assignment satisfactorily completed</th>
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1 2 3 4 5 6 7 8

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)
# FORM F-4

## SCHEDULE OF PRICE BID

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<th>ITEMS</th>
<th>AMOUNT</th>
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1. services for

2. Services

   Applicable Taxes i.e. GST etc.

Signature of Consultant
Consulting Services

Subject: Engagement of Company Secretary in HPRIDC for World Bank Funded Himachal Pradesh State Roads Transformation Program (HPSRTP)

(Name of Applicant / Candidate)

I herewith confirm your consulting appointment to carry out the above-mentioned assignment specified in the attached Terms of Reference.

For administrative purposes Chief Engineer-cum-Project Director, SRP, HPRIDC has been assigned to administer the assignment and to provide the Candidate with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about 365/12 days/months, during the period from August, 2020 to July, 2021. These dates are estimates and HPRIDC may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give you, as early as possible, notice of any such changes. In the event of termination, the (Name of Applicant / Candidate) shall be paid for the services rendered for carrying out the assignment to the date of termination, and will provide the (Name of Borrower) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

This Contract, its meaning and interpretation and the relations between the parties shall be governed by the laws of the Union of India.

Set out below are the terms and conditions under which you have agreed to carry out the assignment. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of Reference.

This Contract will become effective upon confirmation of this letter by you and will terminate on ____________________, or such other date as mutually agreed.

You will be paid monthly retainer ship fee .......

The above fee includes all the costs related to carrying out the services, including overhead and any taxes.

You will be responsible for appropriate insurance coverage. In this regard, you shall maintain medical, travel, accident and third-party liability. You shall indemnify and hold harmless, the (Name of Client) against any and all claims, demands, and/or judgements of any nature brought against the (Name of Client) arising out of the services under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
All materials produced or acquired under the terms of this Contract written, graphic, film, magnetic tape or otherwise shall remain the property of the (Name of Client). The (Name of Client) retains the exclusive right to publish or disseminate reports arising from such materials. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of this Contract or the execution of it's other provisions.

You will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct yourself in a manner consistent herewith.

You will not assign this Contract or sub-contract or any portion of it without the Client’s prior written consent.

You should agree that, during the term of this Contract and after its termination, you and any entity affiliated with you, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

You shall pay the taxes, duties fees, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

You will also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996 and its subsequent amendments.

Read and Agreed:

Place: 

Date: 

(Signature & Name of Applicant / Candidate)

(Signature & Name of Client’s Representative)

Attachment: (i) Terms of Reference and Scope of Services; and
(ii) Consultant’s Reporting Obligations