

**GENERAL TERMS & CONDITIONS OF CONTRACT FOR
ENGAGEMENT OF PPP CONSULTANT ON RETAINERSHIP BASIS**

ARTICLES OF CONTRACT MADE this _____ day of _____ month, 2019
between

Punjab Infrastructure Development Board (PIDB), hereinafter, referred to as the first party, which expression shall, unless repugnant to the context or meaning thereof, include its administrator/ successors and assigns.

AND

_____, hereinafter, referred to as the second party, which expression shall, unless repugnant to the context or meaning thereof, include its administrator/ successors and assigns.

WHEREAS, the first party desires to engage the second party as PPP Consultant to provide certain services in the area of his expertise and the second party is willing to provide such services to the Second Party;

WHEREAS, the first party has engaged the second party and the second has agreed to serve the first party on being offered the contract of a **PPP Consultant** on a consolidated monthly remuneration of Rs _____ + all applicable taxes on the terms and conditions hereinafter contained.

NOW, the parties hereto respectively agree as follows: --

1. That the engagement shall be purely on retainership basis for a period of two years w.e.f. **(starting date to end date)** provided further that it may be extended on the terms to be decided as per requirement.
2. That the second party shall be engaged to undertake specific assignment(s) of first party.
3. That no traveling allowance, in routine, shall be given to the second party for serving as such consultant as offered to the second party. The second party shall, however, be paid travelling allowance, while on official tour, at the rates as decided by the Competent Authority of Punjab Infrastructure Development Board.
4. That the contract of the second party is subject to the condition that the second party shall produce the original certificates together with one attested copy of each of the following: -

Certificate of educational and technical qualifications

Certificate regarding proof of age

Certificate regarding proof of experience

(The certificates/ degrees of educational and technical will be verified from the concerned universities and charges in this regard will be borne by the second party.)

5. That the second party shall submit itself to the orders of the Punjab Infrastructure Development Board and of the officers and authorities under whom he/she may be deputed to work, from time to time
6. All Services to be provided by second party shall be performed with promptness and diligence at a level of proficiency to be expected of a consultant with the background and experience that **second party** has represented it has. The first party shall provide such access to its information, property and personnel as may be reasonably required in order to permit the second party to perform the Services.

7. That the second party shall devote his whole time to his duties and at all-times, shall obey the rules, orders and directions issued from time to time, regarding discipline, regulation of conduct or any matter relating to the affairs of his contract and shall, whenever, required proceed to any part of India and perform such duties as may be assigned to him.
8. That during the term of this Agreement, second party will engage in no business or other activities for financial gains.
9. That the contract of the second party may be terminated by the first party at any time after giving two months' notice in writing to second party. Provided further that the appointing authority may, in lieu of notice herein provided for, give the second party, a sum equivalent to the amount of his/her remuneration for two months or shorter notice than **two months** if the appointing authority pays him/her a sum equal to the amount of his/her remuneration for the period by which, such notice falls short. However, no prior notice is required to be given, if the second party is satisfied, after perusing medical evidence etc. that the second party is unfit and is likely to be so for a considerable period of time due to ill health, hampering for the discharge of his duties. Provided further that the decision of the Competent Authority of Punjab Infrastructure Development Board on the issue shall be conclusively binding on the second party.
10. That the second party may also terminate the contract after giving at least one month's notice in writing, and giving consent to resign from the assignment, provided that the second party too, may, in lieu of notice herein provided for, serve upon the PIDB, a sum equivalent to amount of his fee of one month immediately drawn before the date of submission of his termination notice or shorter notice than one month if he/she pays a sum equal to the amount of his/her remuneration for the period by which such notice falls short of one month' period.
11. That the second party may be permitted access to the software, passwords and other confidential information of the first party during his/her engagement with the first party. It shall, however, be incumbent upon such party to keep the information (*received during the course of contract or after the termination of the contract*) confidential and to refrain from disclosing it to any third party without the prior written consent of the PIDB.
12. That upon the termination or expiration of these terms and conditions for any reason, or upon first party's earlier request, second party will deliver to first party all of its property or Confidential Information in tangible form that second party may have in its possession or control.
13. That the second party shall be paid consolidated remuneration of Rs. _____ /- per month. However, TDS shall be deducted from the remuneration as per law of the land.
14. That the parties to the terms and conditions shall adhere to the official working days/ holidays as per the directions/orders issued by the Govt. of Punjab from time to time. However, under exceptional circumstances second party shall also be required to perform the duties beyond the normal working hours/days in accordance with the entrusted responsibilities. The second party shall be eligible for 15 days' casual leave in one calendar year.
15. That the second party shall be entitled to other benefits as may be decided by the Competent Authority of Punjab Infrastructure Development Board from time to time. However, he/she shall not be entitled to any medical facility, insurance cover or pensionary benefits.
16. That these terms & conditions executed and delivered with the understanding that it embodies the entire terms between the parties and that there are no prior representations, warranties or agreements relating to the subject matter of this Contract.
17. All differences and disputes between the parties on the terms and conditions of appointment or any claims, liability, in relation to or arising out of this contract shall be referred to the Competent Authority of Punjab Infrastructure Development Board, whose decision shall be final and binding on the parties.

- 18. That stamp duty, if any, on this instrument shall be borne by the second party.
- 19. In witness whereof the second party and Punjab Infrastructure Development Board being the engagement authority have herein to set their hands the day and year above written.
- 20. This offer is issued on the understanding that all the information given by the second party in all respect is correct, true and complete. If, it is found at any time that the information furnished by the second party while seeking engagement is not complete and true and/or second party have knowingly suppressed any significant information, the first party (PIDB) will have the right to terminate second party appointment without any notice and compensation.

WITNESSES

1. Signature : _____	for and on behalf of the
Name : _____	first party
Date : _____	Punjab Infrastructure
Address : _____	Development Board

2. Signature : _____	
Name : _____	Second Party
Date : _____	
Address : _____	