

ANNEXURE "D" - DRAFT CONTRACT AGREEMENT

TECHNICAL SERVICES FIXED TERM CONTRACT

BETWEEN

CHIEF TOWN PLANNER, TOWN AND COUNTRY PLANNING DEPARTMENT, PUDUCHERRY

AND

(NAME OF THE SPECIALIST)

TO BE ASSIGNED TO : Town and Country Planning Department

AS : Designation

DATED :

AGREEMENT between the Chief Town Planner, Town and Country Planning Department, Jawahar Nagar, Boomianpet, Puducherry (hereinafter called the **SLNA, PMAY(U)**)

AND

NAME OF SPECIALIST (hereinafter called the *Designation*), Address of Officer.

IT IS HEREBY AGREED THAT the SLNA, PMAY appoints Mr/Mrs/Ms.as a (title of position), under Terms and Conditions of this Fixed Term Contract, with the following conditions:

A. DUTIES

1. The (Specialist) shall undertake the work described in the Terms of Reference as set out in attached SCHEDULE B.
2. The (Specialist) shall, during the course of this contract or such other period as may be mutually agreed to, work under the direction of the **SLNA, PMAY** in carrying out her/his assignment and under the direction of the **SLNA, PMAY** on a day to day basis.
3. The work performed by the (Specialist) shall be of a standard consistent with that normally expected from professionals engaged from the open market on a competitive basis.

B. TERMS OF ENGAGEMENT

1. **REMUNERATION:** The **SLNA, PMAY** shall pay the (Specialist) for the agreed time spent in carrying out her/his assignment as per norms set out in the attached SCHEDULE A. The (Specialist) is not entitled to travel costs to join duty and to return to her/his point of recruitment, on completion of the assignment.

2. **TRAVEL AND PER DIEM:** The **SLNA, PMAY** shall reimburse the (Specialist) for all reasonable official travel and other related expenses properly incurred by her/him as per eligibility of a Group B Officer of the Government of Puducherry (equivalent to level 8 of current pay matrix).
3. **INSURANCE:** The **SLNA, PMAY** undertakes no responsibility in respect of life, accident, travel or any other insurance coverage for the (Specialist).
4. **TERMINATION:**
 - a) The premature termination or the suspension of the **SLNA, PMAY's** engagement, in respect of the funds with which the (Specialist) has been engaged, or significant change in the requirements of the job, for which the **SLNA, PMAY** cannot be held responsible, will give rise to the right of the **SLNA, PMAY** to terminate this contract.
 - b) Further, **SLNA, PMAY** reserves the right to terminate this contract for any of the following reasons:
 - i. Absence of the (Specialist) from duty except as a result of sickness or accident;
 - ii. Unsatisfactory performance by the (Specialist);
 - iii. Misconduct by the (Specialist) or breach of the terms of this contract or any act or omission which in the reasonable opinion of the **SLNA, PMAY**, may bring the **SLNA, PMAY** into disrepute;
 - iv. Significant incompatibility of the (Specialist) with local personnel /officials or public/consumers.
 - c) Conversely, the incumbent may terminate the contract with one month notice to the **SLNA, PMAY**.

In respect of termination under both (a) and (b) above the (Specialist) will be paid in accordance with this contract for work performed up to the time of termination of the engagement of the Specialist.

C. RESTRICTIONS

Except as the **SLNA, PMAY** may specifically agree in writing:

1. The (Specialist) shall work exclusively for the **SLNA, PMAY** during the term of this contract and not engage in any other occupational calling whether or not for profit or payment of any kind.
2. The (Specialist) will not become involved in any political or sectarian organizations.

3. The (Specialist) shall not participate in any radio, television or like programme; or contribute to any newspaper journalistic articles or group discussions, unless called to do so.
4. The (Specialist) shall not make any commitments that may be construed as being on behalf of the **SLNA, PMAY**.
5. The (Specialist) shall at all times comply with the civil and criminal laws and regulations of the country, state or place to which she/he may be domiciled or through which she/he may travel during the term of this contract.
6. The (Specialist) appreciates and accepts that:
 - a. the standard of her/his conduct whilst working in the engagement of the **SLNA, PMAY** must be and remain high in all respects and that he has a duty not to indulge in any behaviour which gives offence to the public and to **SLNA, PMAY** and other personnel.
 - b. that any extensions to the existing contract or directly related follow up opportunities offered to or solicited by the (Specialist) as a direct result of her/his engagement under this contract shall be directed through and administered by the **SLNA, PMAY** which may in its absolute discretion reassign or decline such involvement and in the event of the latter the **SLNA, Pradhan Mantri Awas Yojana** forfeits its rights in respect of the latter.

D. CONFIDENTIAL INFORMATION

1. Except with the prior written consent of the **SLNA, PMAY**, the (Specialist) shall not at any time communicate to any person or entity any information acquired during the term of this contract.
2. The (Specialist) shall immediately advise the **SLNA, PMAY** of any information received that could affect the business or well being of the **SLNA, PMAY**.
3. That any information acquired by the (Specialist) in the course of her/his engagement regarding the projects, policies, processes, trade secrets, finances or other affairs of the **SLNA, PMAY** or the persons doing business with the **SLNA, PMAY** shall be treated by the (Specialist) as secret and confidential and shall not be disclosed by the (Specialist) to any other person, firm, organisation, or Municipality either during her/his engagement with the **SLNA, PMAY** or thereafter.
4. The (Specialist) will not, at any time either during her/his engagement under this contract or thereafter, utilise any information or any trading advantage coming to

her/his knowledge in the course of her/his duties as (Specialist) or otherwise disclosed or communicated to him by a client of the **SLNA, PMAY** or other person or persons having dealings with the **SLNA, PMAY** except in the proper course of her/his duties as an (Specialist).

5. Any such trading advantage or information shall be the exclusive property of the **SLNA, PMAY**.
6. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the (Specialist) for the **SLNA, PMAY** during the term of this contract shall be confidential and become and remain the absolute property of the **SLNA, PMAY**. The (Specialist) shall, not later than upon termination or expiration of this Contract, deliver all such documents to the **SLNA, PMAY**, together with a detailed inventory thereof.

E. JURISDICTION

This Contract shall be entirely governed by the Government of Puducherry and no action, claim or legal proceeding shall be brought in respect of this Contract or rights arising under this contract except within the appropriate jurisdiction.

SIGNED BY THE (SPECIALIST)

IN THE PRESENCE OF

FOR AND ON BEHALF OF TOWN AND COUNTRY PLANNING DEPARTMENT, PUDUCHERRY

SCHEDULE A

These TORs are pertaining to the attached Contract dated relating to the engagement of (Name of Officer) by the Town and Country Planning Department, Puducherry which is the State Level Nodal Agency for the Pradhan Mantri Awas Yojana scheme.

1. JOB TITLE:

2. DURATION OF CONTRACT: Duration of the Contract shall be for a period of one year, commencing from Any extension to the Contract shall be mutually agreed between the **SLNA, PMAY** and the (Specialist), at least one month prior to the termination date.

3. LEAVE: The (Specialist) will be entitled to the Gazetted holidays of the Government of Puducherry and 12 days of annual leave. Any other leave will be treated as unpaid.

4. REMUNERATION: Payment shall be a lump sum of Rs.....per month for the period of engagement under this contract, commencing on and terminating on completion of one year of this assignment. All extensions and revisions of remuneration will be based on annual performance reviews by the **SLNA, PMAY**.

- Payment will be made monthly in arrears.
- The final payment due under this contract will not be made until the **SLNA, PMAY** is satisfied that all reports required to be submitted by the (Specialist) have been lodged as required in the Terms of Reference.

5. TRAVEL: For this assignment, travel or other incidental travel costs towards performing the official assignments will be reimbursed to the (Specialist) by the **SLNA, PMAY** at admissible rates as per entitlements of a Group B officer of the Government of Puducherry (equivalent to level 8 of current pay matrix)

6. REPORTING: The (Specialist) shall report to the Chief Town Planner, Town and Country Planning Department or any other officer assigned by her/him.

7. TOOLS OF TRADE: The (Specialist) will be provided office space, furniture, computer etc. as necessary for fulfilling the Terms of Reference in Schedule B.

SCHEDULE B

Relevant Terms of Reference by Functional Domain/Expertise

SCHEDULE C

Pertaining to the attached Contract dated relating to the engagement of (Name of Specialist) by the Town and Country Planning Department, Puducherry.

Emergency contact details.

	Contact Person – 1	Contact Person - 2
Name		
Address		
Telephone		
Relationship		
Email		

Signed: _____

Date: _____