

APPLICATION FORM

Position Applied For: _____

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1. PERSONAL DETAILS

Name of the Candidate	_____	_____
	(First Name)	(Surname)
Address	<u>Permanent</u>	<u>Present</u>
Mobile / Phone No.		
Telephone – Residence		
Telephone – Office		
Email Id.		
Date of Birth: (DD/MM/YY)		
Category: (ST/ SC/ General)		
Sex: (Male/ Female)		

2. EDUCATION QUALIFICATION (Recent First; 10th Standard Onwards)

Qualification	University/ Institution	Subjects	Completion Year	Division/Grade



3. OTHER QUALIFICATION/ TRAINING

Course Name	Duration	Institution	Course Details

4. EMPLOYMENT / WORK EXPERIENCE DETAILS

Name & Address of Employer	Designation	Duration		Brief description of Responsibilities	Name & Designation of Reporting Authority
		From	To		

5. COMPUTER LITERACY

Software	Level of Knowledge (Please Tick Relevant Column)		
	Basic	Working	Expert

6. LANGUAGE PROFICIENCY (Please Tick the Appropriate Column)

Language	Ability to Converse			Ability to Read			Ability to Write		
	Poor	Fair	Good	Poor	Fair	Good	Poor	Fair	Good
English									
Hindi									
Oriya									
Other (Please specify _____)									

7. ANY OTHER INFORMATION (May be Provided by Applicant to Strengthen Candidature)

8. REFERENCE (Two Persons to whom you have Professionally Reported)

Reference 1 (Name, Official Address, Phone & Email)	Reference 2 (Name, Official Address, Phone & Email)

9. DECLARATION

I do hereby declare that all statements made in the application are true, complete and correct to the best of my knowledge and belief. In the event of any information being found false or incorrect at any point of time, my candidature/ appointment may be cancelled/ terminated without any notice.

Date:

Place:

(Signature of the Applicant)



Model contract for Technical Expert (Consultant)

(This model contract suggests the content for contract agreement of a Technical Expert and indicative one. States may use/modify the modal contract as applicable to them)

THIS AGREEMENT is made and executed at <Place> on this the <Date>

BETWEEN

<Name of organisation>, <type of registration and act >, having its Registered Office < office address> (hereinafter referred to “<short form>” which expression shall unless repugnant to the context includes its successors, representatives, agents, attorneys and assigns etc.), as the FIRST PARTY

AND

<Name of the Technical Expert> having its residence at < address>, (hereinafter referred to as “Consultant” which expression shall unless repugnant to the context include its successors, representatives, administrators and assigns etc.), as the SECOND PARTY.

1. PURPOSE

1.1 The purpose of this Agreement is to set out the terms and conditions upon which the Consultant will provide the services as set out in the Terms of Reference attached as **Appendix** to this Agreement.

2. PRIOR NEGOTIATIONS AND OTHER AGREEMENTS

2.1 This Agreement supersedes all prior representations or agreements whether oral or written between the parties relating to the subject matter hereof.

3. SERVICES PROVIDED BY THE CONSULTANT

3.1 <name of organisation> has offered and the Consultant has accepted this engagement, on the terms set out in this Agreement, to provide independent advisory and consulting services for < name of programme>, as set out in the Terms of Reference attached as **Appendix** to this Agreement and in relation to such projects and management issues as shall emerge, from time to time.

3.2 Place: The Services shall be provided at <name of programme> office in <location> or at any other place specified by the <Reporting Officer – Mission Director/ State Mission Director/City Project Officer>. The Consultant may leave the place of work for whatever reason during the term of this assignment subject to the approval of <Reporting Officer>.

3.3 During the term of engagement under this agreement, the Consultant shall not accept or perform engagements for any other company, firm, project or person, and shall be exclusively assigned to the project.



3.5 Throughout the term of this agreement, the Consultant shall, when required, give to the <Reporting Officer> (or to such other person or persons as it may direct) such written or oral advice or information regarding any of the Services as it may reasonably require.

4 PAYMENT TO THE CONSULTANT

4.1 For the services rendered to the project <Organisation name> will pay for the consultant a fee, details of which have been given in **Appendix**

4.2 The fees payable are deemed to cover all costs of whatsoever nature that the Consultant may incur except those otherwise specifically provided for. The agreed fee is inclusive of all sundry payments. However, any taxes or statutory levies shown separately on the invoice shall be paid by the <Organisation name>.

4.3 The payment of fee is subject to complying with the requirements of the terms of reference to the satisfaction of the <Reporting Officer> and preparation/submission of required documents to the satisfaction of the <Reporting Officer>.

4.4 All payments to the Consultant will be made within 15 days of receipt of invoice (to be submitted at the end of the month).

4.5 If the consultant fails to comply with their obligations hereunder then <Organisation name> shall be entitled to set-off payments due and owing to <Organisation name> against such payments as due and owing to the Consultant under this Agreement

4.6 All invoices should be made out to <Organisation name> and should quote the Contract Number.

4.7 The financial limit of <Organisation name>'s liability under this Agreement is as set out in **Appendix** and may not be exceeded without <Organisation name>'s prior written agreement.

No duties shall be performed, which would result in the financial limit of this Agreement being exceeded without the prior written agreement of <Organisation name>.

4.8 The Consultant warrants and represents to <Organisation name> that it is an independent contractor and, as such, bears sole responsibility for payment of applicable taxes and compliance of laws. The consultant further agrees to indemnify <Organisation name> in respect of all and any tax, any other contributions or other local levies of any kind which may be found due from <Organisation name> on any payments or arrangements made under this Agreement together with any interest, penalties or gross-up thereon.

5. INSURANCE

5.1 <Organisation name> shall not be responsible for providing any insurance cover and the Consultant shall be responsible for arranging any cover that may be required for the performance of this Agreement. In particular <Organisation name> requires that the Consultant holds suitable life, medical, Personal Accident and Travel Insurance.

5.2 The consultant engaged to provide the services must be in good health and if his/her health condition is not good enough to complete the assignment, he/she must report his/her health condition to <Reporting Officer> without delay.

5.3 Prior to driving any vehicle, the Consultant must ensure that he/she has insurance cover for both damage to the vehicle itself and any third party liabilities.

6. PERMITS AND LICENCES

6.1 The Consultant shall be solely responsible for obtaining any permit or license required for the performance of this Agreement under the laws and regulations in force at the place where the tasks assigned to the Consultant are to be performed. <Organisation name> may terminate the engagement without notice if the Consultant fails, with or without his/her own fault, to obtain any permit or license required for the performance of this Agreement.

7. STATUS OF CONSULTANT

7.1 Unless otherwise provided, the Consultant shall not act on behalf of or commit <Organisation name> with regard to third parties or hold itself out or permit itself to be held out as having any authority to do or say anything on behalf of or in the name of <Organisation name>. The Consultant shall abstain from any statement or behaviour, which might be misunderstood in this respect by any third party.

7.2 The Consultant shall refrain from any relationship that would compromise the independence of the Consultant. If the Consultant fails to maintain such independence, <Organisation name> may, without prejudice to compensation for any damage, which <Organisation name> may have suffered on this account, terminate this Agreement forthwith.

7.3 The Consultant shall obey and abide by all laws and regulations in force in the state or country in which this Agreement is to be performed. The Consultant shall indemnify <Organisation name> against any claims and proceedings arising from any infringement by the Consultant of such laws and regulations.

7.4 The Consultant shall respect the political, cultural and religious practices prevailing in the state or country in which this Agreement is to be performed.

8. DISCLOSURE OF INFORMATION

8.1 All Information used or held by the Consultant during the period of the Agreement shall be and remain at all times property of <Organisation name>. Upon the termination or expiration of the Agreement, the Consultant shall promptly deliver to <Organisation name> all such tangible items related to this agreement, which is in its possession or control of the consultant and which either belong to <Organisation name> or contain information related to this agreement.

8.2 The Consultant shall not disclose or use or cause to be disclosed or use, at any time during or subsequent to the Agreement, any secret or confidential information of <Organisation name>, or any other information relating to the business, financial or other affairs of <Organisation name> except as required by <Organisation name> in connection with the Consultant's performance of the Agreement or as required by law with intimation to <Organisation name>.

8.3 The provisions of this clause shall survive termination/expiry of this Agreement at any time for any reason.



9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights created by the Consultant in the course of providing the Services, or otherwise supplied by the Consultant to <Organisation name> in the course of providing the services shall vest in <Organisation name>.

9.2 Without prejudice to the generality of the above said provision, the consultant shall have no rights over any literary or other works which includes database, tables & compilation, computer programmes, sound recording and photographs created during performance of this contract. The <Organisation name> shall be the first owner of copyright as per the Copyright Act, 1957. The Consultant hereby waives any moral rights in these works.

9.3 The provisions of this clause shall survive termination/expiry of this Agreement at any time for any reason.

10. TERMINATION OF AGREEMENT

10.1 Either party may terminate this agreement by written notice of one month. <Organisation name> may terminate this Agreement by written notice of one month if in the opinion of <Organisation name> it appears desirable; or by summary notice in the event of a material breach by the Consultant of its obligations under this Agreement or if <Organisation name> so demands.

10.2 In the event of termination:

(a). Payments due under this Agreement will be made up to the date of termination, after setting off dues as per this agreement. No other payments will be due or paid.

(b). <Organisation name> may require the Consultant to deliver up all working papers, computer disks, tapes or other material, together with any copies relating to the business of <Organisation name> or prepared by the Consultant in connection with this Agreement; and

(c). All other reports due as at the date of termination shall be submitted.

11. REPORTING

11.1 The Consultant shall report to the <Reporting Officer> and shall furnish with such information and periodic reports as requested.

12. APPLICABLE LAW AND RESOLUTION OF DISPUTES

12.1 This Agreement shall, in all respects be governed by Indian Law. The parties shall endeavour to settle any dispute arising from this Agreement amicably, but in the event that this is not possible the matter in dispute shall be referred to the arbitration of a single arbitrator to be agreed between the parties or in default of agreement, to be nominated by <Organisation name>. The arbitrator's decision shall be final and binding on both parties.

12.2 The Courts of jurisdiction of <location>, India only shall have the jurisdiction to decide any dispute pertaining to interpretation, performance, remedies, liabilities, rights and other matters pertaining to this agreement.

13. NOTICES

13.1 Any notice required to be given by either party to the other shall be in writing and shall be served by sending the same by facsimile, personal delivery or registered post to the address of the other party to receive it as stated below or such other address as may from time to time be notified by either party to the other in writing and any receipt issued by the postal authority shall be conclusive evidence of the fact and date of posting of any such notice.

14. FORCE MAJEURE

14.1 Neither party shall be considered to be in default or in breach of its obligations under this Agreement if the performance of such obligations is prevented by any circumstances of force majeure, which arise after the date when the engagement becomes effective.

15. INDEMNITY

15.1 The Consultant shall exercise reasonable skill, care and diligence in the performance of this Agreement and shall indemnify and keep indemnified <Organisation name>, its agents and employees in respect of any loss, damage or claim howsoever arising out of or related to the execution or implementation of this Agreement.

16. SEVERABILITY

16.1 If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to be deleted from this Agreement.

17. LANGUAGE

17.1 Except as may otherwise be agreed all reports or other written or printed material provided by the Consultant and all communications and correspondence between the parties hereto related to this Agreement shall be in the English language.

18. AMENDMENTS

18.1 The provisions of this Agreement may be amended or supplemented only by means of a supplementary agreement signed by each of the parties or their duly authorized representatives.

18.2 This agreement is personal between <Organisation name> and the Consultant and neither may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.

19. DATE OF COMING INTO FORCE

This Agreement will come into force as of the date of its signature by both parties.



20. INTERPRETATION:

In this Agreement, unless otherwise specified or repugnant to the context:

20.1 'Intellectual Property Rights' includes any and all patents, patent applications, know how, unregistered and registered trademarks, trade mark applications, trade names, registered designs, unregistered design rights, semiconductor topography rights, copyright, database rights or any other similar intellectual or commercial rights in India or anywhere in the world.

20.2 <Organisation name> means any third party who has appointed/employed/hired <Organisation name> for any purpose.

20.3 Reference to a party is reference to a party of this agreement and this includes the party's permitted assignees and/or the respective successors in title to the whole undertaking;

20.4 Reference to a person includes any person, individual, Company, firm, corporation, government, state or Organisation of a state, or any undertaking regardless of it having a legal representative or not and notwithstanding of the law under which it exists;

20.5 Reference to any statute or statutory instrument or any of its provisions shall be interpreted a statute or statutory instrument or provision that is re-enacted or amended from time to time;

20.6 All words/terms denoting the singular shall include the plural and vice versa; All words/terms denoting any gender shall include all genders;

20.7. All appendices are an integral part of this agreement. References to the appendices shall be interpreted as references of this agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement and caused their seal/signatures to be hereunto affixed as of the day,

For and on behalf of the <Organisation name>,

For and on behalf of the Consultant,

SIGNATURE

SIGNATURE

Name:

Name:

Position:

Date:

Date

