

FINANCE DEPARTMENT, GOVERNMENT OF ODISHA

SECTION 1: FORM OF CONTRACT*

CONTRACT FOR: <Designation>, Programme Performance & Outcome Monitoring Unit (PPOMU)

CONTRACT NUMBER: <_____>

This Contract dated _____ is made

BETWEEN

Finance Department, Government of Odisha, with its office at the State Secretariat, Bhubaneswar, on the one part. (hereinafter referred to as "FD");

AND

<Name of Consultant> of <Address of Consultant> (referred to as the "Consultant").

(together "the Parties").

WHEREAS:

- FD requires the Consultant to provide the services as defined in Section 3 ("the Services") of the Contract; and
- The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

The Contract shall comprise the following documents:

Section 1	Form of Contract (this document)
Section 2	General Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 5	Schedule of Prices
Section 6	Format of Invoice

This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed, signed and dated on behalf of the Consultant within 7 days of the date of signature on behalf of FD, FD will be entitled, at its sole discretion, to declare this Contract void.

* Subject to approval from Law Department

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Consultant shall start the Services on _____ ("the Start Date") and shall complete them by _____ ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances _____ inclusive of any government tax, if applicable ("the Financial Limit").

For and on behalf of **Finance Department, Government of Odisha**

Signature: _____

Name:

Position:

Date:

For and on behalf of _____ (Consultant)

Signature: _____

Name:

Date:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

Basic Conditions

1. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
2. This assignment is for the consultant in person, and hence cannot be sub-contracted or rights assigned.
3. The base location of the consultants shall be at the PPOMU office and office hours shall be from 10:00 – 18:00 hours. Holidays shall be as per the calendar of the Oisha State Government.
4. The consultant shall be entitled to 1 days of ordinary leave every month. Any leave taken beyond that shall be adjusted with fees. Unused leave can be accumulated upto 30 days but cannot be encashed.
5. For purpose of travelling and daily allowance while on tour, the consultant shall be eligible to claim amounts at par with Grade 1 Officers of the Government of Odisha.
6. The Consultant shall not leave the present assignment without prior approval from the Principal Secretary, Finance Department, Government Odisha.
7. The Consultant shall not claim for permanent absorption in the Government in future.
8. Any addition or alteration to the Contract Terms with the approval of Competent Authority shall be binding upon the Consultants.

Confidentiality

9. The Consultant shall not disclose to any third party any information relating to the Services and/or this Contract, which could be considered confidential (other than in the proper performance of this Contract or as may be required by law).
10. Under no circumstances should the Consultant interact with or disclose any information about this contract to any media.

Intellectual Property

11. All intellectual property rights created by the Consultant in relation to any materials produced pursuant to the performance of the Services shall belong to the Consultant and the Consultant grants the Finance Department, Government Odisha an irrevocable non-exclusive royalty free licence to use any such material at the Finance Department, Government Odisha's discretion.

Conflict of Interest

12. The Consultant shall immediately notify the Finance Department, Government Odisha of any circumstances, which may place the Consultant in a real or apparent conflict of interest in relation to the Services, or the interests of the Finance Department, Government Odisha generally.

Invoicing and Payment

13. The fees payable to consultant (as per Section 5) are all inclusive and deemed to cover salary, house allowance, conveyance allowance, bonus, taxes, insurances, superannuation, and all other costs except those otherwise specifically provided for in this Contract.
14. Invoices for the fees should be submitted in the format prescribed in Section 6 and should bear an original signature. Each invoice shall be accompanied by a time sheet of attendance.
15. Subject to FD being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 7 days of receipt of a valid invoice.
16. Payment shall be made in Indian Rupees after deduction of taxes as per law. Payment shall be made by account payee cheque or by transfer to the consultant's bank account.

Termination

17. In case of termination of contract a minimum period of two months' notice will be required from either side.

Disputes

18. Both Parties to this agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this contract and the assignment. Any dispute or disagreement which cannot be resolved by both parties and any controversy claim or dispute otherwise arising in connection with this contract or breach thereof, shall be referred to an arbitrator to be agreed between the parties, or failing such agreement will be referred to the court of competent jurisdiction.
19. The decision of the arbitrator shall be final and binding on both parties. The place of arbitration or judicial proceeding shall be Bhubaneswar.

SECTION 3: TERMS OF REFERENCE

SECTION 4: SPECIAL CONDITIONS

1. Officials

1.1. The Contract Officer is:

<Name>

Special Secretary,
Finance Department.
Government of Odisha
Bhubaneswar
Tel: +91-674-XXXXXX
Fax: +91-674-XXXXXX
Email: XXX@xxx.com

1.2. The Project Officer is:

<Name>

<Designation>
Finance Department.
Government of Odisha
Bhubaneswar
Tel: +91-674-XXXXXX
Fax: +91-674-XXXXXX
Email: XXX@xxx.com

2. Special Conditions:

SECTION 5: SCHEDULE OF PRICES

Description	Rate (p.m.)	No. of months	Total Amount
All inclusive professional fees	Rs.XXXXXXX	36	Rs.XXXXXXX

The total amount of payment under this contract shall not exceed Rs.XXXXXXX (The Financial Limit).

SECTION 6: INVOICE FORMAT

To be given on letter head of consultant

INVOICE

To:

Finance Department
Government of Odisha
Bhubaneswar
India

For Attention of <XXXXX>, Contract Officer

Invoice No.:

Invoice Date:

Contract For: Providing Services as <Designation> in PPOMU for <Month>, <Year>

Contract No.: _____

<i>Description</i>	Amount (Rs.)
Being Professional Fees for providing Services to PPOMU as <Designation> for <Month, Year>, as per approved Timesheet attached	
Invoice Total	

Amount in Words:

This invoice is in respect of a supply of services to the Finance Department, Government of Odisha, and is addressed purely for payment purposes. I certify that the amounts claimed in this invoice not been claimed before.

Signature of Consultant