



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

(पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारत सरकार)

मुख्यालय : जलमार्ग भवन, ए-13, सैक्टर-1, नौएडा-201 301, (उ० प्र०)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Govt. of India)

Head Office : Jalmarg Bhawan, A-13, Sector-1, Noida-201 301 (U.P.)

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No: IWAI-/MD/383/2021-22


Date: 23rd March, 2022

OFFICE MEMORANDUM

In continuation of this office letter no. 12-IWAI/Estt.SRC/21/2017 dated 06.05.2020, the Competent Authority has approved extension of engagement of Sh. Arpit Gupta, Consultant (MM) for the period of 20.03.2022 to 19.03.2024 (i.e for a period of two year) at monthly consolidated remuneration of Rs.48,000/-. Other terms and conditions will be same as stipulated in letter dated 06.05.2020.

Further, a contract is also to be signed between Sr. Consultant and IWAI toward engagement of Consultant in IWAI. Accordingly, contract is being enclosed for its signing on Stamp Paper of Rs. 100/- born by consultant and reimburse by IWAI.

Kindly submit your acceptance / joining of this offer at the earliest.


23. 3. 22

(Neeraj Singh)
Assistant Secretary (Admn., Estt. & Vig.)
E-Mail Id :- nsingh@iwai.gov.in
Phone No. 0120-2474050

To :- (By E-Mail)

1. Shri Arpit Gupta, Consultant(MM), IWAI, Noida.
2. Chief Engineer (Technical) / Chief Engineer-Project Manager (JMVP) / Hy. Chief / Chief Accounts Officer / Deputy Secretary (IT cum P&C) / Director (Mech.-Marine) / Director (NER) / Director (Traffic & Logistics) / Director (Technical) / Director (Hydrography), Assistant Secretary (P&C), Assistant Secretary (L&H), IWAI, Noida.
3. Director, IWAI, Kolkata / Kochi / Guwahati / Vijayawada.
4. Deputy Director, IWAI, Patna and NINI, Patna.
5. Sub-office – Varanasi, Prayagraj, Sahibganj, Bhubaneshwar, Swaroopganj, Farakka, Kollam, Dhubri, Dibrugarh.
6. PCSA (IT), IWAI, Noida – For uploading on IWAI Website.
7. Master Copy / Office Copy

Copy to for kind information :- (By E-Mail)

PPS/PS/Sr.PA/PA to Chairman / Vice-Chairman / Member (Finance) / Member [Traffic & Logistics(I/C)] / Member (Technical) / Secretary, IWAI, Noida.

INLAND WATERWAYS AUTHORITY OF INDIA
CONTRACT FOR SENIOR CONSULTANT/ CONSULTANT/ SPECIALIST SERVICES

AGREEMENT

This AGREEMENT (hereinafter called the "Contract") is made on the ___ day of ___, 2021, at NOIDA between Inland Waterways Authority of India (IWAI) (hereinafter called the "Employer") on the one hand and _____, (hereinafter called "Senior Consultant/ Consultant/ Specialist") on the other hand.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO RESPECTIVELY AGREES AS FOLLOW:

1. Nature of Services

The Senior Consultant/ Consultant/ Specialist shall perform the services as described in the terms and conditions of the Offer of Engagement letter No....dated....which form an integral part of this Contract, attached hereto as **Annex. I**.

2. Additional Conditions

WHEREAS, in addition to the terms and conditions contained in the Offer of Engagement letter, the other terms and condition viz: Roles and Responsibilities, Legal Status, Payment, Leave, Performance of Duty, Performance Review, Termination, Confidentially, Police Verification are also applicable to Senior Consultant/ Consultant/ Specialist during their tenure at the IWAI. The additional terms and conditions which also form an integral part of this Contract are attached hereto as **Annex. II**.

3. Rights and Obligations of the Senior Consultant/ Consultant/ Specialist.

The rights and obligations of the Senior Consultant/ Consultant/ Specialist are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Senior Consultant/ Consultant/ Specialist shall not be entitled to any other benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract.

4. Stamp Duty

The stamp duty (value of Rupees One Hundred) payable on this agreement shall be borne by the IWAI.

IN WITNESS WHEREOF, the Senior Consultant/ Consultant/ Specialist has read, understood and hereby accepted all the terms and conditions mentioned in the Agreement, and IWAI has caused these presents to be executed in its name and on its behalf as on the day and year first above written.

(Senior Consultant/ Consultant/ Specialist)

IWAI Represented By:
Designation:

Annexure-I

To be issued by IWAI at the time of Engagement of the Sr. Consultant /Consultant /Specialist.

Annexure-II

TERM AND CONTITION OF THE AGREEMENT

1. ROLES AND RESPONSIBILITIES

1.1 The Senior Consultant/ Consultant/ Specialist understands and agrees that his/her assignment, duties and responsibilities and reporting arrangements may be changed/alterd by IWAI at its sole discretion without causing termination of the Agreement or giving reasons thereof.

1.2 The Senior Consultant/ Consultant/ Specialist understands and agrees that his/her engagement would be on full time basis and he/she will not be permitted to take up any other assignment outside the organization during the tenancy of the Agreement with IWAI. The conduct of the his/her is subject to applicable service rules as applicable to employees of IWAI and liable for civil and criminal proceedings in accordance with law in case of any misconduct or misbehaviour.

1.3 During the term of this agreement, for disciplinary proceedings and other service matters, CCS (Conduct) Rules 1964 and (C.C.A.) rules 1965, and other provisions which are applicable to government employees shall be applicable upon Senior Consultant/ Consultant/ Specialist to the extent of possibility. Any other rules made or deemed to be made under article 309 or contained under article 313 of the constitution shall apply to the party of the first part to the extent to which they are applicable to the service hereby provided for and the decision of the IWAI as to their applicability shall be final.

1.4 The Senior Consultant/ Consultant/ Specialist acknowledges and agrees the present assignment shall not entitle the Senior Consultant/ Consultant/ Specialist to claim in any other matter or bestow any right for his/her engagement as regular employee in this organization.

1.5 A retired Government official appointed as Senior Consultant/Consultant/ Specialist shall continue to draw pension and the dearness relief on pension during the period of his engagement as Senior Consultant/Consultant/ Specialist and shall not be considered as a case of re-employment.

1.6 All the hard copy/soft copy of the files /documents/correspondence letters etc are property of IWAI and same shall be returned in full to IWAI, the soft copy in the desktop PC/ Laptop shall not be deleted and consultant should not take away /keep with them after termination of contract. The data used in IWAI shall not be reproduced in any form outside the department after the termination of contract.

2. PERFORMANCE OF DUTY:

The Senior Consultant/ Consultant/ Specialist acknowledges and agrees that, during the term of the Agreement, the Senior Consultant/ Consultant/ Specialist shall devote his/her full time in fulfilling the roles and responsibilities assigned to him/her and shall perform the duties so assigned faithfully and efficiently, and shall endeavour to the best of his/her abilities to achieve the goals and adhere to the parameters set by IWAI which is its sole discretion. The Senior Consultant/ Consultant /Specialist agrees that his/her performance will be reviewed periodically.

3. TERMINATION:

3.1 This Agreement shall stand terminated automatically upon the expiry of the Term of the Agreement, if the Term is not extended.

3.2 The Senior Consultant /Consultant /Specialist will be terminated from the services with immediate effect without any obligations, in case he/she is found guilty of violating any of the conditions contained in the terms of engagement or is guilty of any misconduct including negligence of duties, unauthorized absence and such other misconduct as determined by IWAI at its Sole discretion.

4. CONFIDENTIALITY AND INTEGRITY

4.1 During the period of engagement, the Senior Consultant/ Consultant/ Specialist would be subject to the provisions of the "Official secrets Act 1923". Except with the prior written consent of The Competent Authority in IWAI, Senior Consultant/ Consultant/ Specialist shall not divulge or disclose to any third party or entity any information relating to IWAI or its Projects, particularly the operational processes, technical knowhow, security arrangements, administrative/organizational matters, information, classified data etc. acquired by Senior Consultant/ Consultant/ Specialist in the course of his/her assignment in IWAI or the recommendations formulated in the course of his/her engagement. Disclosure of any such information shall be construed as a violation of the Official Secret Act, 1923 and terms of this engagement and would be a ground for termination of engagement with IWAI and for any such other action as may be deemed necessary. Disclosure/Conflict of interest - The party of the first part shall declare that-" he/she has no conflict of interest or pecuniary interest that he/she could derive by working in this assignment with the IWAI.

The Consultants shall not, either during the term or within five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or operations without the prior written consent of the Competent Authority. In case of 3rd party information gathered in execution of the project, similar confidentiality shall be maintained.

4.2 The Senior Consultant/ Consultant/ Specialist shall in no case, what so ever, represent or give opinion or advice to others in any matter which may be contrary to the interest of Inland Waterways Authority of India (IWAI)/Govt. of India.

integrity and devotion to duty. He/ She shall uphold high standards of integrity and probity and extend his /her support in instilling the appropriate culture , values and behaviors in the IWAI

5. POLICE VERIFICATION:

Police verification of the Senior Consultant/ Consultant/ Specialist shall be done as per the latest instructions issued by IWAI. In case the police verification is received as negative, the contract of Senior Consultant/ Consultant/ Specialist shall cease to exist with immediate effect without any notice.