

पत्रांक: 177 / कार्मिक / बीडा / 2023-24
Bundelkhand Industrial Development Authority (BIDA)

Dated, 12th February, 2024

**Subject: Procedure and Guidelines for Engagement of Senior Consultants /Consultants Grade-2/
Consultants Grade-1/Young Professionals in Bundelkhand Industrial Development Authority (BIDA)**

The following guidelines and procedures are being prescribed for the engagement of Senior Consultants /Consultants Grade-2/ Consultants Grade-1/Young Professionals in BIDA until such time as these guidelines are amended or new guidelines are issued. These guidelines will come into effect from the date of issue.

1. Purpose and Scope of Application

1.1 BIDA is envisioned as a transformative force, aiming to rewrite the narrative for the Bundelkhand region. The vision and objectives are rooted in principles that prioritizes industrial vibrancy, self -sustainable and socially vibrant enclaves, high end investment opportunities enshrined with the commitment of ease of doing business and trade, green industries, affordable housing, world-class tourism with secure and seamless smart transportation. BIDA requires access to a pool of diverse skill sets to deliver effectively on these goals. It is essential to have Senior Consultants /Consultants Grade-2/ Consultants Grade-1/ Young Professionals who possess the requisite skill sets. These Senior Consultants/Consultants Grade-2/ Consultants Grade-1/ Young Professionals will be expected to deliver in such areas where in-house expertise is not readily available within the framework of BIDA. They should be high quality professionals, capable of lending their expertise in the fields such as Economics, Finance, Education, Public Health, Social Sciences, Engineering, Urban Planning, Infrastructure, etc..

1.2 The general terms and conditions of engagement of Senior Consultants /Consultants Grade-2/ Consultants Grade-1/Young Professionals will be incorporated into their individual Consultancy Contracts.

2. Definition: The following definition applies for the purpose of the present instructions:

2.1 "Individual Consultant or Service Provider" means Senior Consultant or Consultant Grade-2 or Consultant Grade 1 or Young Professional depending upon their experience. Individual Consultants or Service Providers are recruited for similar activities as Consultancy/ Service providing firms when a full team is not considered necessary. They may be independent experts not permanently associated with any particular firm, or they may be employees of a firm recruited on an individual basis. They may also be employees of an agency, institution, or university. They are normally recruited for project implementation, supervision, provision of specific expert advice on a highly technical subject, policy guidance, special studies, compliance supervision, training, or implementation monitoring.

2.2 "Consultancy Services" covers a range of services that are of an advisory or professional nature and are provided by consultants. These services typically involve providing expert or strategic advice e.g. management consultants, policy consultants or communications consultants. Advisory and project related



Consultancy services which include, for example, feasibility studies, project management, engineering services, architectural services, finance accounting and taxation services, training and development, etc.

2.3 "Consultancy" means the nature and purpose of engagement of an Individual Consultant/Service Provider. The said Consultancy engagement will be governed by a specific contract providing for terms and conditions of engagement and by the directions, issued through Office Memoranda, post engagement, from time to time, by the Competent Authority.

2.4 "Competent Authority" for the purpose of these guidelines, would be the CEO, BIDA or any official who may specifically be delegated by the CEO.

2.5 "Remuneration" means a consolidated payment that will be processed by BIDA on a monthly basis to the Individual Consultant as per terms of engagement and is distinct from Salaries.

3. Consultancy terms and conditions

3.1 Legal Status: The Individual Consultant shall have the legal status of an independent Consultant vis-à-vis BIDA and shall not be regarded, for any purposes, as being either a "staff member" of BIDA, or an "official" of BIDA. Accordingly, nothing within or relating to the Consultancy Contract shall establish the relationship of employer and employee, or of principal and agent, between BIDA and the Individual Consultant.

3.2 Standards of Conduct:

3.2.1 The Individual Consultants shall neither seek nor accept instructions from any authority external to BIDA in connection with the performance of their obligations under the Consultancy Contract. The Individual Consultants shall not take any action during their engagement in respect of the performance of the Contract or otherwise related to their obligations under the Contract that may adversely affect the interests of BIDA. The Individual Consultants shall perform their obligations under the Consultancy Contract with the fullest regard to the interests of BIDA. The Individual Consultants are enjoined not to offer any direct or indirect benefit arising from or related to performance of the Contract or the award thereof the Consultancy engagement to any representative, official, employee or other agent of BIDA. The Individual Consultants shall comply with all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the Consultancy Contract. In the performance of the Consultancy Contract, the Individual Consultant shall comply with the Standards of Conduct. Failure to comply with the same is grounds for termination of the Consultancy Contract governing the Consultancy.

3.2.2 Prohibition of Sexual Exploitation and Abuse:

During the performance of the Consultancy Contract, the Individual Consultants shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and any amendment in the law made consequently read with any rules of regulations issued in this regard by Government of India. Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of BIDA to refer any alleged breach of the foregoing standards of conduct to the relevant statutory authorities for appropriate legal action.



3.3 Title Rights, Copyrights, Patents and Other Proprietary Rights:

3.3.1 Title to any equipment and supplies that may be furnished by BIDA to the Individual Consultants for the performance of any obligations under the Consultancy Contract shall rest with BIDA, and any such equipment shall be returned to BIDA at the conclusion of the Consultancy Contract or when no longer needed by such Individual Consultant. Such equipment, when returned to BIDA, shall be in the same condition as when delivered to the Individual Consultant, subject to normal wear and tear, and the Individual Consultant shall be liable to compensate BIDA for any damage or degradation of the equipment that is beyond normal wear and tear.

3.3.2 BIDA shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual Consultant has developed for BIDA under the Consultancy Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Consultancy Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made during the engagement for BIDA. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual Consultant under the Consultancy Contract or as result of such Consultancy Contract shall be the property of BIDA that shall be made available for use or inspection by BIDA at reasonable times and in reasonable places. It shall be treated as confidential and shall be delivered only to BIDA's authorized officials on completion of work under the Consultancy Contract.

3.4 Confidential Nature of Documents and Information: The Individual Consultant shall be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultants shall not, except with the previous sanction of BIDA or in the bona fide discharge of their duties, publish a book or a compilation of articles or participate in TV/ Radio broadcast/ Social Media or contribute an article or write a letter in any newspapers or periodical either in their own name or anonymously or pseudonymously in the name of any other person, if such book, article, broadcast or letter relates to subject matter assigned to them by BIDA. The Individual Consultant is prohibited from sharing any material (as described in Para 3.3.2 above) that was created as part of the Consultancy or received during the engagement at the BIDA from external agencies or from within BIDA. In the event of premature termination or completing the Consultancy Contract, the Individual Consultant shall duly handover all related documents, communications, reports etc. to the reporting officer, while, the obligations of the provisions of The Official Secrets Act, 1923 shall remain effective for all intents.

3.5 Use of Name, Emblem or Official Seal of The BIDA: Individual Consultants shall not advertise or otherwise make public for purposes of commercial advantage that a contractual relationship exists BIDA, nor shall the Individual Consultants, in any manner whatsoever, use the name, emblem or official seal BIDA, or any abbreviation of the name of BIDA, in connection with any business or otherwise without the written permission of BIDA.



3.6 Insurance: The Individual Consultants shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of their obligations under the Consultancy Contract, as well as for arranging, at their own expense, such as life, health and other forms of insurance as the Individual Consultant as they may consider appropriate to cover the period during which they are engaged.

3.7 Travel, Medical Clearance and Service Incurred Death, Injury or Illness:

3.7.1 BIDA may require the Individual Consultant to submit a Statement of Good Health from a registered physician prior to commencement of work in any offices or premises of BIDA.

3.7.2 In the event of the death, injury or illness of any Individual Consultant which is attributable to the performance of engagement on behalf of BIDA under the terms of the Consultancy Contract while the Individual Consultant is traveling at the expense of BIDA or is performing any responsibilities under the Consultancy Contract in any offices or premises of BIDA or Government of UP or Government of India, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation.

3.8 Force Majeure and other Conditions:

3.8.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of any Individual Consultant.

3.8.2 The Individual Consultants acknowledge and agree that, with respect to any obligations under the Consultancy Contract that they must perform in or for any areas in which BIDA is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations. Any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Consultancy Contract.

3.9 Termination: The BIDA can terminate the Consultancy Contract at any time without prior notice and without providing any reason for it. BIDA reserves the right to terminate the services of an Individual Consultant at any stage, in the event of a serious failure in the performance of the assigned task or in the case of a failure to observe the prescribed standards of conduct as set out in para 3.2 of these Guidelines. However, in the normal course, BIDA will provide one month's notice to the Individual Consultant. The Individual Consultant can also seek for termination of the Consultancy Contract upon giving one month's notice to the BIDA.

3.10 Audits and Investigations: Each Invoice paid by BIDA shall be subject to a post-payment audit by auditors, whether internal or external, of BIDA or by other authorized and qualified agents of BIDA at any time during the term of the Consultancy Contract and for a period of two (2) years following the expiration or premature termination of the Consultancy Contract. BIDA shall be entitled to a refund from the Individual

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Consultant for any amounts shown by such audits to have been paid by BIDA other than in accordance with the terms and conditions of the Consultancy Contract. The Individual Consultant acknowledges and agrees that, from time to time, BIDA may conduct investigations relating to any aspect of the Consultancy Contract or the award thereof, the obligations performed under the Consultancy Contract, and the operations of the Individual Consultant generally relating to performance of the Consultancy Contract. The right of BIDA to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or premature termination of the Consultancy Contract. The Individual Consultant shall provide full and timely cooperation with such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual Consultant's obligation to make available such personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to BIDA access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personal and relevant documentation.

3.11 Settlement of Disputes: BIDA and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Consultancy Contract or the breach, termination or invalidity thereof. Work related grievances, if any, should be processed as per the redressal mechanism established at BIDA.

3.12 Governing Law: The Consultancy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the Courts at Delhi.

3.13 Conflict of Interest: The Individual Consultants shall be expected to follow all the rules and regulations of the Government of India which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of any Individual Consultant are not found satisfactory or found in conflict with the interests of the BIDA/Government of India, his/her engagement will be liable for discontinuation without assigning any reason.

4. Terms of Reference

4.1 Respective Divisions of BIDA will be responsible for the preparation of detailed Terms of Reference (TOR). These ToRs will give description of the work to be performed by the Individual Consultants. ToRs will be prepared by the respective verticals in the prescribed format (Annexure-1) and submitted to the Personnel Division within the given time schedule.

4.2 The Terms of Reference are mandatory and shall form part of the individual Consultancy Contract. The Terms of Reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound.

5. General Terms & Conditions

5.1 Duration of Engagement: Individual Consultants will be engaged for a fixed period of one year which may be extended based on the specific projects and requirement of Divisions of BIDA. However, their

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continuation in their respective position beyond the first and subsequent years would be contingent on a satisfactory Annual Performance Review based on clearly defined Key Performance Indicators.

5.2 Professionals with requisite qualification and experience as prescribed would be engaged as Individual Consultants.

5.3 The Individual Consultants will be engaged full-time basis. Individual Consultants engaged on full-time basis would not be permitted to take up any other assignment during the period of Consultancy with BIDA under these Guidelines.

5.4 The engagement of Individual Consultants is of a temporary nature and the BIDA can cancel the engagement at any time without providing any reasons thereof.

5.5 Full time consultants shall declare prior to taking up the consultancy assignment that neither their previous work nor any existing interest will create any conflict of interest vis-à-vis the work assignment at BIDA.

5.6 **Number of Individual Consultants:** The total number of Individual Consultants engaged at BIDA will be based on the approval provided by the Chairman/Board from time to time as per the requirements of the respective Divisions of BIDA.

6. Educational Qualifications, Age, Experience and Remuneration:

6.1 **Educational Qualification:** In general following qualifications are required; however, any specific Educational Qualifications may be prescribed as per actual requirement of the verticals/ Divisions.

Essential Master's Degree in relevant subject or BE/B.Tech or 2 Years PG Diploma in Management or LLB or CA or ICWA or possessing any Professional Degree earned after a study of 4 years or more acquired after 10+2 from recognized institutions like IIT or other premium college.

Desirable Persons with M.Phil., M.Tech. M.S., LL.M, Ph.D, additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred.

6.2 Experience, Age and Remuneration:

S. no	Position	Qualification	Numbers	Institution	Monthly Package to be offered (in lakhs)
1	Sr Urban Planner – Team leader (Sr Consultant)	Masters in Urban Planning with minimum 15 years of experience in planning & designing of Industrial Parks/SEZ/Townships.	1	IIT/CEPT/SPA / GNDU	2.65 – 3.3
2	Urban Planner (Consultant Grade 2)	Masters in Urban Planning/Transport/ Environmental with minimum 10 years of experience in planning &	1	IIT/CEPT/SPA / GNDU	1.45 – 2.65

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		designing of Industrial Parks/SEZ/Townships.			
3	Junior Urban Planners (Young Professional)	Masters in Urban planning/Housing/Infrastructure/Environmental/Transportation with 0-1 years of experience.	2	IIT/CEPT/SPA / GNDU	0.7
4	Investment Promotion & Market research (Consultant grade 2)	MBA with minimum 10 years of experience in Market research/Investment Promotion for Industrial/Urban /Tourism sector projects. PPP experience shall be mandatory.	2	IIM/ISB/FMS or any other Premium institute	1.45 – 2.65
5	Finance expert (Consultant grade 2)	MBA – Finance with minimum 10 years of experience in Project financing and financial modeling for Infrastructure/Industrial projects.	2	IIM/ISB/FMS or any other premium institute	1.45 – 2.65
6.	Investment Planner (Sr Consultant)	Bachelors in Planning with MBA and having minimum 15 years of experience in Transaction advisory/Market research and investment promotion in Urban/Tourism/Industrial sector. PPP experience shall be mandatory.	1	IIM/ISB/FMS or any other premium institute	2.65 – 3.3
7	Urban Economist (Consultant grade 2)	Masters in Economics with minimum 8 years of experience in the Urban/Industrial sector in undertaking economic analysis, EIRR etc.	1	Any premium college	1.45 – 2.65
8	Civil engineer – Water Resources (Consultant grade 1)	BE/B.Tech in Civil engineering with 6 years of experience in Water resources management. Must have undertaken atleast 2 projects of water resources management for any greenfield development.	1	IIT or any premium college	0.80 – 1.45
9	Civil engineer – Transportation (Consultant grade 1)	M.Tech in Transportation Engineering with 6 years experience in Urban/Industrial sector.	1	IIT or any premium college	0.80 – 1.45
10	Landscape	M.Tech in Landscape architecture	1	any	0.80 – 1.45

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	Architect (Consultant grade 1)	with minimum 5 years of experience in Industrial park/SEZ/Greenfield Urban township		premium college	
11	Communication expert (Consultant grade 1)	Masters in Journalism/English/Public relations with 5 years of experience in Business communication/Public relations	1	Premium college	0.80 – 1.45
12	Legal expert (Consultant grade 1)	LLB with minimum 6 years of experience in Contract management for Infrastructure/Industrial Projects	1	NLS Bangalore/NLU Delhi/NALSA R Hyderabad or any other premium college.	0.80 – 1.45
13	Environment expert (Consultant grade 1)	Masters in Environmental science with minimum 6 years of experience in undertaking EIA/EMP and EC for Industrial/Urban Projects.	1	Premium college	0.80 – 1.45
14	ICT Expert (Consultant grade 1)	BE/B.Tech in Computer science with minimum 5 years of experience in Smart cities project as ICT Expert.	1	IIT or any other premium college	0.80 – 1.45

NOTE: The Consultants Grade-2/Consultants Grade-1/Young Professionals can apply for a higher Consultancy position in BIDA competing with external candidates provided they meet the eligibility criteria for the higher Consultancy positions that are advertised.

6.3 The Consultancy Evaluation Committee (CEC) shall fix the consolidated remuneration for the positions of Senior Consultants, Consultants Grade-2 and Consultants Grade-1 based on its recommendation. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

6.3 (a) In case the Board extends the duration of the Consultancy Contract, the remuneration of Individual Consultants may be reviewed by the Board after completion of said tenure. The enhancement in remuneration will be based on their performance during the said tenure after the recommendation of the Performance Review Committee to be constituted duly approved by the CEO, BIDA, as per the following criteria:-

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Performance#	Enhancement remuneration in
Performed only routine/assigned work	Nil
Individual Consultants who made significant contribution in their domain and have shown exceptional quality in providing the desired output as expected by higher authorities on the assigned/specific task.	Upto 5% of the remuneration with the approval of CEO
In exceptional cases, where any Individual Consultant has demonstrated exemplary performance in his/her domain and has made significant contribution in policy making and his or her articles have been published in reputed journals / magazine / newspaper or has authored books etc. NOTE: The criteria based on which 10% enhancement is recommended should be spelt out and brought out in the recommendations made by the Committee while evaluating the performance of the Individual Consultants.	Upto 10% of the remuneration with the approval of CEO.

#Performance not to be judged merely on the grading obtained on the Annual Performance Report forwarded by the respective Heads of the Vertical/Division. Publications of articles in reputed journals/magazine/newspaper or books authored by the Individual Consultants will be given extra weightage while evaluating/deciding cases for enhancement in remuneration etc.

6.4 Engagement criteria may further be defined for specific positions depending on the specific requirements and circumstances.

7. Reimbursement of or grant of advance: The Individual Consultant may require to undertake domestic official tours with due approval of CEO and they will be allowed the following reimbursement of or grant of advance for official expenditure as given below:-

Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Young Professional/ Consultant Grade – 1	Air in Economy class or by Rail in AC Two Tier	Hotel accommodation of up to Rs. 2250/- per day; taxi charges of up to Rs. 338/- per day for travel within the

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Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
		city and food bills not exceeding Rs. 900/- per day shall be allowed.
Consultant Grade-2	Air in Economy class_ or by Rail in AC Two Tier	Hotel accommodation of upto Rs. 4500/- per day; taxi charges for AC taxi upto 50 Kms within the city and food bills not exceeding Rs. 1000/- per day shall be allowed.
Senior Consultant	Air in Business class or by Rail in AC 1 st Class	Hotel accommodation of upto Rs. 7500/- per day; no limits for reimbursement of taxi charges for AC taxi within the city and food bills not exceeding Rs. 1200/- per day shall be allowed.

8. SELECTION PROCESS

8.1 The selection of Individual Consultants shall be made in accordance with the provisions contained in GFR, 2017 and the Manual for Procurement for Consultancy & Other Services, 2022 as amended from time to time.

8.2 Engagement of Individual Consultants by BIDA will be on a rolling basis as and when requirements arise in various Verticals/ Divisions. For this purpose, a BIDA PMU Resource Pool Portal will be maintained by BIDA or its authorized agency throughout the year. BIDA, based on the requirements and the approval of Board may periodically advertise from time to time, on its website as well as in at least one newspaper (both Hindi and English), its requirements in terms of areas of work/ specialisations and encourage interested candidates to register at any time of the year, for being considered for engagement as Individual Consultants. The requirement of BIDA will be met from the available pool of applicants on the BIDA PMU Resource Pool Portal whenever such requirement arises. If none of the profiles in the BIDA PMU Resource Pool Portal meet the requirements or in order to enhance the pool of candidates, a specific requirement can be advertised separately again.

Note: The BIDA PMU Resource Pool Portal is a digital platform where applicants interested in being engaged by BIDA can register their profile in the prescribed format and which will be maintained by BIDA or any

agency authorized by it. This portal shall be in compliance with the principles of equal access, and open competition and facilitate transparent selection of Individual Consultants.

8.3 To constitute the PMU as per the positions indicated in para 6.2, a Screening Committee will shortlist eligible applicants from the available pool of applicants on the BIDA PMU Resource Pool Portal. The Screening Committee will have the following composition:

- ACEO, BIDA - Chairperson
- OSD (Personnel) - Member
- Any Head of Division or equivalent to be nominated by CEO BIDA - member

The Screening Committee may include an outside expert(s) on case-to-case basis in addition to the above members with the approval of CEO, BIDA.

8.4 The Screening Committee shall shortlist the eligible applicants and recommend a panel of at least 3 eligible candidates per requirement.

8.5 The shortlisted applications shall be placed before a Consultancy Evaluation Committee with the following composition:

- CEO, BIDA - Chairperson
- ACEO, BIDA - member
- Finance Controller, BIDA - member
- Member nominated by CEO BIDA

The CEC may include an outside expert(s) on case-to-case basis in addition to the above members with the approval of CEO, BIDA.

8.6 The Consultancy Evaluation Committee may devise its own method for selection of suitable candidates as per the requirement. The CEC may recommend a panel of names for keeping in reserve list with a validity period of one year from the date of recommendation.

8.7 In certain exceptional cases and in the exigency of time and with full justification, selection can also be considered from a single source as per GFR, 2017 by a Search-cum- Selection Committee having CEO, BIDA as the Chairperson with one ACEO or equivalent officer and one OSD as members, with the approval of the Chairman, BIDA.

8.8 BIDA may also engage Individual Consultants on secondment basis under Rule 194 of GFR, 2017 from established Research Organizations, Universities, Educational Institutions, and Government Organizations including PSUs.

8.9 Remuneration: The consolidated remuneration will be released by BIDA within one week after completion of the month based on the biometric attendance registered by the Individual Consultant or on certification by Head of the Vertical/Section/Division concerned in case the Individual Consultant has been deputed to other place.



9. **Leave:** Individual Consultants shall be entitled to leave at the rate of 1.5 days of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Unavailed leaves cannot be carried forward to the next year. Further, leave up to one month may be considered without remuneration with the approval of CEO, BIDA. However, in exceptional cases for professional development, training etc., this condition may be relaxed by CEO, BIDA.

10. **Tax Deduction at Source:** The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the BIDA will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. The BIDA undertakes no liability for taxes or other contribution payable by the Individual Consultant on payments made under this consultancy Contract.

11. **Police Verification:** Police verification of the Individual Consultants shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the Consultancy Contract of Individual Consultant shall cease to exist with immediate effect without any notice.

12. **Training:** After joining, a minimum of three days induction training (not to be paid) be organized for all Individual Consultants.

13. **Relaxation/Modifications:** Where the Chairman BIDA is of the opinion that it is necessary or expedient so to do, he/she may by order and for reasons to be recorded in writing, relax/modify any of the provisions of these guidelines.

14. The existing Individual Consultants engaged under the previous guidelines, shall be governed by these guidelines from its effective date for the remaining period of their Consultancy Contract.

15. This issues with the approval of Chairman, BIDA



(Sandeep Kumar)
Manager (Admin)

Bundelkhand Industrial development authority, Jhansi

To,

1. PS to chairman, BIDA
2. Principal secretary, IIDC, Govt of Uttar Pradesh.
3. CEO, BIDA
4. ACEO, BIDA
5. OSD (LK), BIDA
6. FC, BIDA

**Government of Uttar Pradesh
Bundelkhand Industrial Development Authority (BIDA)**

Consultancy Contract for the engagement of an Individual Consultant

File No:

Dated:

This contract is entered into on [insert date], between the BIDA and
..... (hereinafter referred to as "the Individual Consultant") whose address is
.....

WHEREAS BIDA desires to engage the Individual Consultant on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Consultant is ready and willing to accept this Consultancy with BIDA on the said terms and conditions.

AND WHEREAS this contract and Annexure(s) to this contract constituting its integral part are collectively referred to as "Consultancy Contract".

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of engagement

The Individual Consultant shall perform the functions as described in the Terms of Reference which form an integral part of this Consultancy and are attached hereto as **Annexure- I**.

2. Duration

This Consultancy shall commence on [insert date], and shall expire upon satisfactory completion of the engagement described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Consultancy contract. He/she is designated as [Insert Consultants or Senior Consultants or Young Professionals]. This Consultancy is further subject to the conditions mentioned in the "Procedure and guidelines for engagement of Senior Consultants /Consultants Grade- 2/Consultants Grade-1/ Young Professionals In BIDA" dated and are attached hereto by way of reference as **Annexure II**.

3. Remuneration

A consolidated remuneration of Rs. per month Inclusive of all applicable taxes shall be paid to the Individual Consultant subject to satisfactory performance. If unforeseen travel outside the Duty Station is requested by BIDA, and upon prior written agreement, such travel shall be at BIDA's expense and the Individual Consultant shall receive advance/reimbursement equivalent as prescribed in Para 7 of "Procedure



and guidelines for engagement of Senior Consultants /Consultants Grade-2/Consultants Grade-1/ Young Professionals in BIDA" dated 12th February 2024.

4. Rights and Obligations of the Individual Consultant

The rights and obligations of the Individual Consultant are strictly limited to this Consultancy Contract and OMs issued by BIDA from time to time on work allocation/reporting etc. Accordingly, the Individual Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Consultancy Contract. The Individual Consultant shall be solely liable for claims by third parties arising from the Individual Consultant's own acts or omissions in the course of performing this Consultancy, and under no circumstances shall BIDA be held liable for such claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Consultancy Contract.

By signing below, I, the Individual Consultant, acknowledge and agree that I have read and accept the terms of the Consultancy Contract.

The Individual Consultant has submitted a Statement of Good Health and form for Police Verification.

AUTHORIZING OFFICER: BIDA

INDIVIDUAL CONSULTANT:

Name:

Name:

Signature:

Signature:

Date:

Date:

Place:

Place:



Terms of Reference (TOR) for the Individual Consultant

(To be filled by the concerned Head of the Vertical/Division and submitted to Administration to initiate engagement process)

BIDA Reference:

1. Name of the Division:
2. Name of the Position: Senior Consultant/ Consultant Grade-2/ Consultant Grade- 1/Young Professional
3. Number of Individual Consultant required:
4. Purpose of assignment:
5. Duration:
6. Tasks Related to Assignment:
7. Job Description:
8. Qualifications and Competencies:
 - a. Academic:
 - b. Work experience:

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Annexure - II

"Procedure and Guidelines for engagement of Senior Consultants /Consultants Grade-2/ Consultants Grade-1/Young Professionals in BIDA" dated 12th February 2024

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