



GOVT. OF ASSAM
OFFICE OF THE PRINCIPAL: BINESWAR BRAHMA ENGINEERING COLLEGE

P.O. & Dist. Kokrajhar (BTC) Assam

Phone & Fax No: 03661- 218250 Email: bbeckokrajhar@gmail.com website: bbec.ac.in

Annex-II

CONTRACT FOR CONSULTING SERVICES

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the Client has received financing from the World Bank which is being used for this contract and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. **Term**

the Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. **Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. **Schedule of Payments**

[Signature]
Co-Ordinator
Employability Skill Test
Bineswar Brahma Engineering College
Kokrajhar



GOVT. OF ASSAM

OFFICE OF THE PRINCIPAL: BINESWAR BRAHMA ENGINEERING COLLEGE

P.O. & Dist. Kokrajhar (BTC) Assam

Phone & Fax No: 03661- 218250 Email: bbeckokrajhar@gmail.com website: bbec.ac.in

The schedule of payments is specified below²:

[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*


4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.


Co-Ordinator
Employability Skill Test
Bineswar Brahma Engineering College
24/01/22



GOVT. OF ASSAM

OFFICE OF THE PRINCIPAL: BINESWAR BRAHMA ENGINEERING COLLEGE

P.O. & Dist. Kokrajhar (BTC) Assam

Phone & Fax No: 03661- 218250 Email: bbeckokrajhar@gmail.com website: bbec.ac.in

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Inspections and Auditing

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

7. Confidentiality The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. Ownership of Material Any studies report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software³.

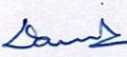
9. Consultant Not to be Engaged in Certain Activities The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project

10. Insurance The Consultant will be responsible for taking out any appropriate insurance coverage.

11. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

12. Law Governing Contract and Language The Contract shall be governed by the laws of [insert government], and the language of the Contract shall be⁴[insert language]

13. Dispute Resolution⁵ Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.


Co-Ordinator
Employability Skill Test
Bineswar Brahma Engineering College
Kokrajhar



GOVT. OF ASSAM

OFFICE OF THE PRINCIPAL: BINESWAR BRAHMA ENGINEERING COLLEGE

P.O. & Dist. Kokrajhar (BTC) Assam

Phone & Fax No: 03661- 218250 Email: bbeckokrajhar@gmail.com website: bbec.ac.in

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by

Signed by

Title: _____

Title: _____

[Signature]
Co-Ordinator
Employability Skill Test
Bineswar Brahma Engineering College
 Kokrajhar



GOVT. OF ASSAM


OFFICE OF THE PRINCIPAL: BINESWAR BRAHMA ENGINEERING COLLEGE

P.O. & Dist. Kokrajhar (BTC) Assam

Phone & Fax No: 03661- 218250 Email: bbeckokrajhar@gmail.com website: bbec.ac.in

LIST OF ANNEXES

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel and corresponding unit rates
- Annex C: Consultant's Reporting Obligations


Co-Ordinator
Employability Skill Test
Bineswar Brahma Engineering College