

**HIMACHAL PRADESH STATE AGRICULTURAL MARKETING BOARD
VIPNAN BHAWAN, KHALINI, SHIMLA-171002.**

Ph. 0177-2621252, 2621347, FAX:2621260
E mail: hpmarketingboard@yahoo.co.in, Web: www.psamb.org

**Project Name – Himachal Pradesh Horticulture Development Project
Credit No.5838-IN**

Component C: Market Development of the HPHDP

No. HMB–(Comp-C-HPHDP)/2015-

Dated: Shimla-2, the 14th Feb., 2019

To

1. Sh. Ajay Kumar S/o Sh. Mangat Ram Sharma, R/o VPO Solan Breweny Tehsil & Distt Solan, H.P.- 173214, (Roll no. 110015085, Mob. No. 8988055771)
Mail: ajaykumar69@gmail.com
2. Sh. Anshul Soni S/o Sh. Rajinder Kumar Soni, R/o VPO Nagrota Gazian Distt Hamirpur, H.P. (Roll No. 110015135, Mob. No. 9459803202
9418163405) Mail: anshul.soni.hmr@gmail.com
3. Shri Abhinandan Jaswal S/o Shri Ramesh Kumar Jaswal, R/o H No. 1197 B Sector 46-B, Chandigarh- 160047, (Roll No. 110015192, Mob No. 9459234734, 8894303370)(Home District Kangra) Mail: abhijaswal106@gmail.com
4. Shri Kapil Dev S/o Shri Lal Singh Kapil Dev C/O Sh Swroop Chand, Vill Gadhog, PO Chaili, Summerhill, Shimla-171005 , (Roll No. 110015698, Mob . 8219768575) Mail: kapilthakur519@gmail.com

Sub: Offer for appointment as Junior Engineer (Contract) on co-terminus basis for Component C: Market Development of the HIMACHAL PRADESH HORTICULTURE DEVELOPMENT PROJECT (HPHDP), A World Bank Funded Project.

Memo;

Refer to your interview and further selection for a position of Junior Engineer (Contract) on co-terminus basis for Component C: Market Development of the HIMACHAL PRADESH HORTICULTURE DEVELOPMENT PROJECT (HPHDP), A World Bank Funded Project, at the disposal of H.P. State Agricultural Marketing Board vide Project Director, Project Coordination Unit (PCU) letter No. HPHDP/PCU-41/HRMPA/2018/Vol. II/8816, date 10th Jan, 2019, you are offered appointment as above on following terms and conditions:-

1. You are offered appointment as Junior Engineer on co-terminus basis with temporary on contract for a period of one year commenced from the date of joining with the project on fixed remuneration @ Rs. 30,000/-p.m. debitale from the Project, subject to TDS
2. **Services:** The Junior Engineer shall perform the services specified in **Annexure-A** under the heading “**Scope of Services and Job Responsibilities**”, which will be an integral part of this agreement.
3. **Reporting Obligations:**(Name), Junior Engineer will report to Managing Director, HPSAMB (PIU HPHDP)/Head of the concerned office, where engaged/Any person assigned by the Managing Director, HPSAMB (PIU HPHDP). However, the work and performance of the Junior Engineer shall be reviewed

by the concerned Head of office/Managing Director, HPSAMB (PIU HPHDP)/PCU on periodic basis, where the incumbent is placed.

4. **Term:-**The term of assignment will be initially for **1 Year w.e.fto** The contract period shall be reckoned from the date of joining, which can be subsequently extended by the parties in writing by mutual consent.
5. **Payment:**
 - A. **Remuneration/CTP:** The Junior Engineer will be paid monthly Remuneration of Rs.30,000/-Tax deductions will apply to the fees of the Resources in accordance with the prevailing Taxation policy of Government of India.
 - B. **TA/DA:-** The Traveling expenses during outstation journeys as per applicable travelling entitlements under H.R. policy of HPHD Society.
 - C. **LEAVE:-** Junior Engineer shall be entitled for Leaves as per the H.R. Policy of the HPHD Society.
6. **Performance Standard:-** The incumbent undertakes to perform the Services with the highest standards of professional and ethical competence and integrity the performance of the Junior Engineer shall be evaluated as per the H.R. Policy being followed by Himachal Pradesh Horticulture Development Society, as amended from time to time.
7. **Confidentiality:** The incumbent 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 of this Contract or the "Managing Director , HPSAMB (PIU HPHDP)'s business or operations without the prior written consent of the "Managing Director , HPSAMB (PIU HPHDP)".
8. **Insurance:** The Junior Engineer will obtain an Insurance Policy for the period of assignment. The project will not take any responsibility in this regard.
9. **Assignment:** The Junior Engineer shall not assign this Contract or Subcontract any portion of contract.
10. **Relationship of the Parties:** The Parties are independent entities and this Agreement is being entered into on a principal-to-principal basis. It is understood and acknowledged by the Junior Engineer that the Junior Engineer is not, by virtue of this Agreement, rendered a representative or agent or employee of Society and the Junior Engineer hereby agrees not to make any such representation to any person or authority. The Junior Engineer has no right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied in the name or on behalf of Society, unless provided with an express written authority in advance by the competent authority to do so.
11. **Indemnity:** The Junior Engineer agrees to comply with all laws applicable to the performance of his obligations under this Agreement. In case however, Managing Director ,HPSAMB-PIU-Comp. C-HPHDP)/concerned office where the incumbent is placed, suffers any loss, damage, or claim etc. of any nature whatsoever because of any actions of the Junior Engineer, the Junior Engineer shall indemnify and hold Managing Director, HPSAMB-PIU-Comp. C-HPHDP)/concerned office harmless in respect of such loss or damage or claim etc.

12. **Failure to Enforce:** The failure of either Party hereto to enforce at any time or for any period of time any provision(s) of this Agreement in accordance with the terms thereof on any account whatsoever shall not be construed to be waiver of such provision(s) or of the right of such Party hereinafter to enforce each and every such provision.
13. **Termination:** This Agreement may be terminated:-
- By mutual consent given in writing and signed by both Parties hereto; or
 - By either Party at will or without cause with not less than one month's written notice or fee (as specified in *Clause -4(A)* of this Agreement) in lieu of notice.
 - By Managing Director , HPSAMB (PIU HPHDP) with 7 days' notice in case Managing Director , HPSAMB-PIU-Comp. C-HPHDP, finds that the services rendered by the Junior Engineer are not satisfactory or the Junior Engineer has violated any policy and programme of the project or the conduct of Junior Engineer is not found satisfactory.
- Note: Upon termination of this Agreement for any reason, Junior Engineer shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date Junior Engineer ceases to work under this Agreement.*
14. **Law Governing Contract and Language:** The Contract shall be governed by the laws of Government of India and the Government of Himachal Pradesh. The language of the Contract shall be "English".
15. **Headings:** All headings set forth in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
16. **Dispute Resolution:** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of India and the jurisdiction will be Shimla H.P. only.
17. **Notices:**
- Any Notice and or communication under this Agreement shall be in writing and shall be sent to the address and or fax number of the recipient set out below:
 - In case of HPHDS (Managing Director, HPSAMB-PIU-Comp. C-HPHDP)/Concerned Officer Authorized by Project): Himachal Pradesh – Horticulture Development Project, Dyerton Bizhub, Near Talland Bypass, Shimla-171001, Telephone:0091-177-2674465.E-mail:hphdpsml@gmail.com, hpmarketingboard@yahoo.co.in, Web: www. psamb.org
 - In case of Sh. _____, Address:-----
(as above), Any change in the above particulars shall forthwith be communicated in writing to the other Party.
 - Any such Notice may be delivered personally or be sent by registered post A/D or facsimile transmission and shall be deemed to have been duly sent and served if personally delivered, when delivered; If registered AD, on dispatch thereof; and if by facsimile transmission when dispatched and electronically generated confirmation receipt is received by the sender.

GENERAL CONDITIONS

18. The Junior Engineer shall submit an affidavit that he/she will have no right to regularize his/her service in the Board or any claim before providing the services under this contract.
19. All original testimonials shall have to be furnished before taking up assignment.
20. In case of pilferage, theft/breakage, the Junior Engineer will be responsible. The Managing Director, Board will be at liberty to deduct the amount of such loss from the after holding an enquiry. His decision to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract, the contract shall be liable to be terminated.
21. The Junior Engineer shall have to execute a formal agreement within 7 days from the date of acceptance of this offer prior to assume assignment. The Board reserves the right to terminate the contract at its sole discretion.

In case the terms and conditions contained in this offer are acceptable, you should report to undersigned to take up assignment as Junior Engineer (Contract) on co-terminus basis for Component C: Market Development of the HIMACHAL PRADESH HORTICULTURE DEVELOPMENT PROJECT (HPHDP), A World Bank Funded Project, within 15 days from receipt of this offer. Same is also being mailed to given e-mail address. Failing which offer shall be deemed to have been cancelled without further communication.

(Naresh Thakur, HPAS)
Managing Director.

Endst. No. As above

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Date: Shimla-171002, 14th Feb., 2019

Copy forwarded for information pl.

1. The Additional Chief Secretary (Hort. to the Government of Himachal Pradesh, Shimla-171002.
2. The Principal Secretary (Agr.) to the Government of Himachal Pradesh, Shimla-171002.
3. The Project Director, Himachal Pradesh – Horticulture Development Project, Dyerton Bizhub, Near Talland Bypass, Shimla-171001 w.r.t. letter above.
4. The Executive Engineer/Nodal Officer, HPSAMB
5. Secretary(s) of all APMCs, in H.P.
6. Official website of the HPSAMB “ www.hpsamb.org”
7. Guard File.

Managing Director.

Appendix-A**Scope of Services and Job Responsibilities of Junior Engineer**

1. Prepare preliminary estimates and drawings for the execution of the works.
2. Directing the execution and technical guidance during the execution.
3. Recording of Measurement Book and preparation of bills for payment/Verification of bills of contractors.
4. Supervise construction of activities, etc., ensure quality and timely completion of work, Maintenance of record and stores for the assigned works.
5. Any other assignment regarding construction activities, as may be deemed necessary from time to time by the Project Authorities/Executive Engineer.

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Managing Director,
HPSAMB-PIU-Comp. C-HPHDP
Concerned Officer Authorized by PD , HPHDP
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