

IIFCL PROJECTS LIMITED (IPL)

APPLICATION FORM FOR INDIVIDUAL CONSULTANTS ON CONTRACT - FULL TIME

(Refer Annexure 1 for Instructions)

Affix recent
passport size
photograph which
should be signed
across

NAME OF THE
APPLICANT :

I. APPLICATION DETAILS

1.	POSITION APPLIED FOR	:	<i>(Refer Positions at S. No 1 of Detailed Advertisement)</i>
2.	IC CODE	:	<i>(Refer Positions at S. No 1 of Detailed Advertisement)</i>
3.	GRADE APPLIED FOR	:	<i>(Refer Remuneration Table at S. No 2 of Detailed Advertisement)</i>
4.	GRADE CODE	:	<i>(Refer Remuneration Table at S. No 2 of Detailed Advertisement)</i>

5.	LOCATION			
			LOCATION	Mark the location for which candidate is applying
			New Delhi	
			Chennai	
			Amaravati (AP)	
			Mumbai	
			Aizawl	
			ANYWHERE IN INDIA	
6.	CURRENT/ LAST COST TO COMPANY (CTC) Attach documentary proof			
7.	EXPECTED REMUNERATION	:	(Mention expected consolidated monthly remuneration in Indian Rupees within the grade applied for as per the Remuneration Table at S. No 2 of Detailed Advertisement)	
8.	CURRENTLY EMPLOYED	:	Indicate Yes/ No _____	
9.	NOTICE PERIOD FOR JOINING	:	(Mention notice period in months/days required to join IPL)	

II. APPLICANT DETAILS

1.	NAME OF THE APPLICANT	:	
2.	FATHER/HUSBAND'S NAME	:	
3.	DATE OF BIRTH	:	MM/DD/YYYY
4.	NATIONALITY	:	
5.	GENDER	:	
6.	PAN NO	:	

7.	PERMANENT ADDRESS	:	
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			<i>(Mention Full address with State & Pin code)</i>
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8.	PRESENT ADDRESS	:	
			<i>(Mention Full address with State & Pin code)</i>

9.	TELEPHONE NO	:	
			<i>(Mention Residence Number with STD Code)</i>

10.	MOBILE NO	:	
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11.	EMAIL ADDRESS	:	
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12.	EDUCATIONAL QUALIFICATIONS <i>(Mention in the order of recency)</i>	:	Board /University/ Institution	Examination Passed (mention Full time/ Part time course)	Month & Year		% Marks obtained/ CGPA
					From	To	

III. EMPLOYMENT RECORD (in the order of recency)

Name of Employer	Designation	Period of Service		Whether overlapping with full time course Education	Length of relevant service	
		From	To	(Yes/No)	Years	Months
Total Experience (In Years and Months)		Yrs	Months		Yrs	Months
Total Experience in the relevant area (as per Advertisement in Years and Months)					Yrs	Months

IV. PROJECT EXPERIENCE

i.	Name of Assignment/ Job or Project:	:	
	Sector	:	
	Year	:	
	Location	:	
	Client	:	
	Employer	:	
	Main Project Features	:	
	Total Project Cost	:	
	Activities Performed	:	(Mention Activities performed by the Applicant)
ii.	Name of Assignment/ Job or Project:	:	
	Sector	:	
	Year	:	
	Location	:	
	Client	:	
	Employer	:	
	Main Project Features	:	
	Total Project Cost	:	
	Activities Performed	:	(Mention Activities performed by the Applicant)

(Mention all relevant projects undertaken by the Applicant, attach separate sheets for additional projects while adhering to the format as per table above)

V. DECLARATION

I hereby declare that all the statements made in this application-form are true, complete and correct to the best of my knowledge and belief. I understand that in the event of any information being found false or incorrect at any stage or my not satisfying the eligibility criteria according to the requirements, my candidature / appointment is liable to be cancelled/terminated.

I hereby agree that any legal proceedings in respect of any matter(s) or claims or disputes arising out of this application and/or out of said advertisement can be instituted by me only at Delhi/New Delhi and Courts/Tribunals/Forums at Delhi/New Delhi only shall have sole and exclusive jurisdiction to try any cause/dispute. I undertake to abide by all the terms and conditions mentioned in the advertisement given by the Company.

I hereby accept all the Terms & Conditions as mentioned in the advertisement and as a token of my acceptance submit a signed copy of the detailed advertisement notice along with terms & conditions of the appointment of Consultants by IPL at Annexure -3 to the Application Form.

Place : Signature of Applicant :

Date : Name of Applicant :

INSTRUCTIONS TO APPLICANTS

1. Applicant should fill up the form in Capital Letters and writing should be legible.
2. Application should be filled strictly in accordance with the prescribed format and properly and completely filled and contains no alteration / cuttings. Company reserves the right to reject an application, in case found incomplete or otherwise found to be illegible or with alterations/cuttings.
3. ***Application Form (Duly filled & Signed on each page) should be submitted along with copy of the detailed advertisement notice and along with terms & conditions of the appointment of Consultants by IPL at Annexure -2 to the Application Form signed by the Applicant as acceptance of the terms & conditions of the process and of the appointment if selected.***
4. Self-Attested Photocopies of all certificates /testimonials are to be provided with the application form including: -
 - a. Educational/ Professional Certificates (right from class Xth to the latest)
 - b. Experience Certificates (including Appointment & Relieving letters of all previous employers)
 - c. Copy of last drawn Salary, etc.

No certificate in original is required to be attached with the application. IPL shall not be responsible for misplacement of such certificates.

5. Please mention all relevant projects in Section 4 – “Project Experience” given above. Attach Separate sheets for project experience as per the format given.
6. In case it is detected at any stage of appointment process that a candidate does not fulfil the eligibility norms and/or that he/she has furnished any incorrect / false information / certificate / documents or has suppressed any material fact(s), his/her candidature will stand cancelled. If any of these shortcomings is/are detected even after appointment, his/her services are liable to be terminated.
7. Appointment of selected candidate will be subject to his / her being declared medically fit by a Registered Medical Practitioner acceptable to IPL, satisfactory report about his / her character and antecedents by the Police Authorities, satisfactory report from his / her referees, and completion of all other pre recruitment formalities to the complete satisfaction of IPL.

TERMS & CONDITIONS OF APPOINTMENT

1 CONTRACTUAL TERMS AND CONDITIONS

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

1.2 Standards of Conduct:

1.2.1 In General, the Individual Consultant shall neither seek nor accept instructions from any authority external to IPL in connection with the performance of his/her obligations under the Contract. The Individual Consultant shall not take any action in respect of his/her performance of the Contract or otherwise related to his/her obligations under the Contract that may adversely affect the interests of IPL and/ or IIFCL, and the Individual Consultant shall perform his/her obligations under the Contract with the fullest regard to the interests of IPL. The Individual Consultant warrants that he/she has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of IPL and/ or IIFCL. The Individual Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/her obligations under the Contract. In the performance of the Contract the Individual Consultant shall comply with the standards of conduct. Failure to comply with the same is grounds for termination of the Individual Consultant for cause.

1.2.2 Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract the Individual Consultant shall comply with the “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. The Individual Consultant acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of IPL to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

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

1.3.1 Title to any equipment and supplies that may be furnished by IPL to the Individual Consultant for the performance of any obligations under the Contract shall rest with IPL, and any such equipment shall be returned to IPL at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment, when returned to IPL, 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 IPL for any damage or degradation of the equipment that is beyond normal wear and tear.

- 1.3.2 IPL 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 IPL under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence or, or during the course of, the performance of the Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for IPL. 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 Contract shall be the property of IPL, shall be made available for use or inspection by authorized officials of IPL at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to IPL authorized officials on completion of work under the Contract.
- 1.4 **Confidential Nature of Documents and Information:** The Individual Consultant would be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultant shall not, except with the previous sanction of IPL or in the bona fide discharge of his or her duties, publish a book or a compilation of articles or participate in radio/TV/Internet broadcast or contribute an article or write a letter in any newspapers or periodical either in his 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 him by IPL.
- 1.5 **Use of Name, Emblem or Official Seal of IPL:** Individual consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with IPL, nor shall the Individual consultant, in any manner whatsoever, use the name, emblem or official seal of IPL, or any abbreviation of the name of IPL, in connection with its business or otherwise without the written permission of IPL.
- 1.6 **Insurance:** The Individual consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual consultant's sole expense, such life, health and other forms of insurance as the Individual consultant may consider to be appropriate to cover the period during which the Individual consultant provides services under the Contract.
- 1.7 **Travel, Medical Clearance and Service Incurred Death, Injury or Illness:**
 - 1.7.1 IPL may require the Individual consultant to submit "Medical Fitness Certificate from Registered Medical Practitioner" prior to commencement of work in any offices or premises of IPL.
 - 1.7.2 In the event of the Death, injury or illness of the Individual consultant which is attributable to the performance of services on behalf of IPL under the terms of the Contract while the Individual Consultant is traveling at IPL expense or is performing any services under the

Contract at any place, the Individual consultant or the Individual consultant's dependents, as appropriate, shall not be entitled to any compensation.

1.8 Force Majeure and other Conditions:

1.8.1 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 the Individual consultant.

1.8.2 The Individual consultant acknowledges and agrees that, with respect to any obligations under the Contract that the Individual consultant must perform in or for any areas in which IPL 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 Contract.

1.9 **Termination:** IPL can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course it will provide one month's notice to the individual consultant. The Individual consultant can also seek for termination of the contract upon giving one month's notice to IPL.

1.10 **Audits and Investigations:** Each invoice paid by IPL shall be subject to a post-payment audit by auditors, whether internal or external, of IPL or by other authorized and qualified agent of IPL at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. IPL shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by IPL other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time, IPL may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual Consultant generally relating to performance of the Contract. The right of IPL to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual Consultant shall provide its full and timely cooperation with any 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 its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to IPL access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personnel and relevant documentation.

1.11 **Settlement of Disputes:** IPL and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.

1.12 **Arbitration:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above,

shall be referred by either of the parties to the CEO, IPL for arbitration. The CEO IPL may appoint an arbitrator for the settlement of the controversy.

- 1.13 **Conflict of Interest:** The Individual Consultant shall be expected to follow all the rules and regulations of the Government of India which are in force. He/she will be expected to display utmost honesty, secrecy of office and sincerity while discharging his/her duties. In case the services of the Individual Consultant are not found satisfactory or found in conflict with the interests of IPL and or IIFCL & its subsidiaries, his/her services will be liable for discontinuation without assigning any reason.
- 1.14 **Payment:** The payment will be released by IPL within one week after completion of the month based on the biometric attendance registered by the Individual consultant or on certification by competent authority of IPL in case the individual consultant has been deputed to any other place.
- 1.15 **Leave** – The 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 on pro-rata basis. Further, the absence up to one month may be considered without remuneration. However, in Exceptional cases for professional development, training etc. this condition may be relaxed by CEO, IPL. Apart from this the Female Consultant(s) may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour and Employment vide S-36012/03/2015-SS-1 Dated 12th April, 2017.
- 1.16 **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 IPL will issue TDS Certificate(s), Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. IPL undertakes no liability for taxes or other contribution payable by the Individual Consultant on payments made under this contract.
- 1.17 **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 contract of Individual consultant shall cease to exist with immediate effect without any notice.
- 1.18 **Duties of an Individual Consultant in times of need:** In times of need it shall be the duty of every Individual Consultant to carry out all such duties and actions as may be necessary to ensure the carrying out of the normal work of every day including securing access to the office premises, documents and equipment and receipt handling, processing, movement and dispatch of documents and records.
- 1.19 **Individual Consultants to promote IPL's interests:** Every Individual Consultant shall serve IPL honestly and faithfully and shall use the utmost endeavours to promote the interests of IPL and shall show courtesy and attention in all transactions and dealings with the officers of Government/Clients and the constituents of IPL.
- 1.20 **Prohibition against participation in politics and standing for elections:** No Individual Consultant shall take an active part in politics or in any political demonstrations or stand for election as member of a Municipal Council, District Board or any other Local or Legislative Body without specific approval in writing from IPL.

- 1.21 **Prohibition against influencing:** No Individual Consultant of IPL shall use his/her position or influence directly or indirectly to secure employment for self or any member of his/her family with IPL/IIFCL or with any of its constituents or with any other undertaking or body having regular official dealings with the IPL.
- 1.22 **Canvassing:** No Individual Consultant shall bring or attempt to bring any political or other influence to bear upon any official of IPL/IIFCL to further interests in respect of matters pertaining to their contract with IPL.
- 1.23 **Prohibition against disparaging statement:** No Individual Consultant shall in any broadcast over radio or television or in any published document or communication to the press or in public utterance make any statement which has the effect of disparaging IPL/IIFCL or its management or bringing the same into disrepute.
- 1.24 **Prohibition of Part-time work for outside bodies:** No Individual Consultant shall undertake part-time work for a private or public body or a private person, or accept any fee therefor, without the sanction of the Competent Authority, which shall grant the sanction only in exceptional cases when it is satisfied that the work can be undertaken without detriment to the duties and responsibilities allocated to the Individual Consultant by IPL. The Competent Authority may, in cases in which it thinks fit to grant such sanction, stipulate that any fees received by the Individual Consultant for undertaking the work shall be paid, in whole or in part, to IPL.
- 1.25 **Individual Consultant not to be absent from duty without permission:** An Individual Consultant shall not be absent from his/her duties without having first obtained the permission of the Competent Authority.
- 1.26 **Acceptance of Gifts:** An Individual Consultant shall not solicit or accept or permit any member of his family or any other person acting on his behalf to accept any gift from a constituent of IPL or from any employee.
- 1.27 **Giving and taking dowry:** An Individual Consultant shall not (i) Give or take or abet the giving or taking of dowry, or (ii) demand, directly or indirectly, from the parents or guardians of a bride or bridegroom, as the case may be, any dowry
- 1.28 **Restrictions on consumption of intoxicating drinks etc.:** An Individual Consultant shall:-
(a) strictly abide by any law relating to intoxicating drinks or drugs, in force in the area in which the Individual Consultant may, for the time being, happen to be posted or on duty. (b) not be under the influence of any intoxicating drink or drug while on duty and shall also take care that performance of duties by the Individual Consultant is not affected in any way by the influence of such drink or drug; (c) refrain from consuming in a public place any intoxicating drink or Drug. (d) not appear in a public place in a state of intoxication. (e) not use any intoxicating drink or drug to excess
- 1.29 **Private trading:** No Individual Consultant shall engage in any commercial business or pursuit either on account of the Individual Consultant or as agent for others, nor act as an agent for or canvass for business in favour of any person, nor shall the Individual Consultant be connected with the formation or management of a partnership firm or a joint stock company

- 1.30 **Speculating in stocks, shares etc. and restrictions on investments:** An Individual Consultant shall not speculate in stocks, shares or securities or commodities or valuables of any description

FORMAT FOR OUTER LABEL

APPLICATION FORM FOR INDIVIDUAL CONSULTANTS ON CONTRACT - FULL TIME

IC CODE : _____ **GRADE CODE :** _____ **LOCATION:**_____

Assistant General Manager – Human Resources

IIFCL Projects Ltd

IIFCL Projects Limited (IPL)

3rd Floor, Tower – E, World Trade Centre (WTC)

Nauroji Nagar, New Delhi - 110029

Sent by:

