



भारत सरकार

GOVERNMENT OF INDIA

पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय

MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE

Integrated Regional Office

Kendriya Sadan, IVth Floor, E& F Wings, 17<sup>th</sup> Main Road,

IInd Block, Koramangala, Bangalore - 560 034,

Tel.No.080-25635902, E.Mail: ros.z.bng-mef@nic.in



No.3.3(19)/Admn/I 761  
Dated : 16.10.2020

To  
Shri.Anil Kumar  
Technical Director, NIC  
Ministry of Environment, forest & Climate Change  
1<sup>st</sup> Floor, Agni Wing,  
Indira Paryavaran Bhawan, Jor Bagh Road,  
New Delhi - 110 003.

Subject : Request to place advertisement in the Ministry's website - reg.

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Sir,

Please find attached herewith the advertisement to be placed on the Ministry's website [www.moef.gov.in](http://www.moef.gov.in) with a caption "**HIRING OF LEGAL ASSISTANT (1 Number) ON CONTRACT BASIS**".

Yours faithfully,

Encl : as above.

  
(E.THIRUNAVUKKARASU)  
Scientist 'E'/ Head of Office



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Integrated Regional Office

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IInd Block, Koramangala, Bangalore - 560 034,

Tel.No.080-25635901/908, E.Mail: ros.z.bng-mef@nic.in



No.3.3(19)/Admn/I

Dated : 16.10.2020

**HIRING OF LEGAL ASSISTANT ON CONTRACT BASIS**

Ministry of Environment, Forest & Climate Change, Integrated Regional Office, Bangalore invites applications from the reputed Service Provider(s) registered under Registrar of Companies for Hiring /Engagement of Legal Assistant(1 No.) on contractual basis for a period of One year initially.

Sl.No.	Name of the Post	No. of posts	Essential Qualifications	Desirable Qualifications	Remuneration
1.	Legal Assistant / Consultant	1 No.	Bachelor of Law/Masters of Law from Recognized University	Candidates possessing valid license to practise Legal matters with one /two years experience shall be given preference	Rs.30,000/- plus Service Tax.

The interested Service Provider (s) may submit their quotation with detailed bio-data of the proposed candidate to this office within 30 days of publishing of this advertisement.

The Contract document and Terms of Reference are also attached herewith.

Incomplete applications will not be considered. The Service Providers should furnish the Deed of Contract complete in all respects along with Terms of Reference immediately after the selection of candidate.

  
(E.THIRUNAVUKKARASU)  
Scientist 'E' / Head of Office

Annexure-I

Application form at for Appointment as Legal Assistant (On Contract Basis) in the Ministry of Environment, Forest & Climate Change, Integrated Regional office, Bangalore.

Recent passport size photograph

1. Post Applied for:
2. Full Name:
3. Father's Name:
4. Date of Birth:
5. Domicile:
6. Nationality:
7. Mailing Address:  
(With Telephone/Mobile No. and e-mail Address)
8. Permanent Address:
9. Educational Qualification:

S.No.	Course	Subject	University/ Institute	Year of Passing	Division/ Class
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10. Work Experience:

S.No.	Organization/ Institute	Period From-To	Nature of Work	Remarks
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11. Any other Information:

Declaration: I hereby declare that all statements made in the application above are true, complete and correct to the best of my knowledge and belief. I have read the contents of the advertisement and agree to abide by the rules, regulations and procedures for appointment to the post applied for.

(Signature)

**GOVERNMENT OF INDIA  
MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE  
INTEGRATED REGIONAL OFFICE, BANGALORE**

**CONTRACT FOR HIRING LEGAL ASSISTANT/CONSULTANT ON CONTRACTUAL BASIS**

This CONTRACT is entered into at .....on this day the .....between Head of Office (HoD), Integrated Regional Office..... (“The Client”) having its principal place of office at.....and .....(Name of Service Provider) (“The Service Provider”) having its principal office located at.....

WHEREAS, the Client wishes to have the Service Provider performing the services herein after referred to and WHEREAS, the Service provider is willing to perform the services.

NOW THEREFORE THESE PARTIES hereby agree as follows:

1. SERVICES:

The Service provider shall perform the services specified in Annexure ‘A’. “Terms reference and scope of services” which is made an integral part of this contract (“the services”).

2. TERM:

The Service provider shall perform the services during the period from.....and continue till.....or any other period as may be subsequently agreed by the parties in writing.

3. PAYMENT:

A. CEILING

- (i) For Services rendered pursuant to Annexure A, the client shall pay the Service Provider an amount not to exceed.....% (at admissible service Tax under GST) of the gross remuneration disbursed to the personnel hired on behalf of Ministry of Environment, Forest & Climate Change, Integrated Regional Office, Bangalore as Service Charges and.....% (at admissible service Tax under GST) service tax on remuneration + service charges of the Service Provider.
- (ii) The above amount has been established based on the understanding that it includes all of the Service Provider’s costs and profits as well as any tax obligation that may be imposed in the case of all domestic Service providers and Foreign Service providers who are resident in India. The Client will perform such duties in regard to the deduction of such tax at source as may be lawfully imposed under Income Tax Laws.

B. REMUNERATION:

The Client shall pay the service provider for services rendered at the rate (s) per month spent in accordance with the rate agreed and specified in Annexure A.

C. PAYMENT CONDITIONS:

Payment shall be made by the Integrated Regional Office.....on submission of a pre-receipted bill in duplicate to the coordinator designated in para 4 pertaining to salaries of manpower and service charges + service tax of the service provider mentioned in Annexure 'A' on completion of a calendar month by the service provider.

4. ADMINISTRATION:

A. COORDINATOR:

The Client designates Mr/Mrs/Ms.....HoD, Regional Office.....as Coordinator. The Coordinator shall be responsible for the coordination of activities under the contract, for receiving and approving pre-receipted bill for the payment submitted by the service provider.

B. RESPONSIBILITIES OF SERVICE PROVIDER:

Manpower hired on behalf of Integrated Regional Office.....shall be paid by the service provider in regards to monthly payments of salaries/remuneration, termination or appointment of manpower, tax liabilities if any, and filing of return under intimation to the client.

C. RECORDS AND ACCOUNTS:

The Service Provider shall keep accurate and systematic records and accounts in respect of the services, which will clearly identify all charges and expenses. The client reserves the rights to audit or to nominate a reputable accounting firm to audit, the service Provider's record relating to the amount claimed under this contract during its term or any extension, and for a period of three months thereafter.

D. LEAVES:

The Legal Consultant provider by the Service provider shall be entitling for 22 days leaves annually. And there will be no provision for carry forward of the leaves, if not utilized in the year.

5. PERFORMANCE STANDARD:

The Service Provider undertakes to perform the services with the highest standards of professionals and ethical competence and integrity. The service provider shall promptly

replace any employee/ employees assigned under this contract that the Client considers unsatisfactory.

6. CONFIDENTIALITY:

The Service Provider shall not, during the term of this contract and within two years after its expiration, disclose any propriety or confidential information relating to the services, this contract or the Clients operations without the prior written consent of the Client.

7. OWNERSHIP OF MATERIAL:

Any studies, reports or other material, graphics, software or otherwise prepared by the Service Provider or the man power provided by the service provider for the Client under this contract shall belong and remain the property of the Client.

8. ASSIGNMENT:

The Service Provider shall not assign this contract or sub-contract or any portion of it without prior written consent of the Client.

9. LAW GOVERNING AND LANGUAGE OF THE CONTRACT:

The contract shall be governed by the laws of the Union of India, and the Language of the contract shall be in English.

10. GOVERNING LAW AND JURISDICTION:

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at ..... shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

FOR THE CLIENT  
PROVIDER Signed by

**(Name of the Client)**  
HoD, Regional Office.....  
Ministry of Environment, Forest & Climate Change

FOR THE SERVICE  
Signed by

**(Name of Service Provider)**  
Designation  
**(Name of Company)**

ANNEXURE "A"

TERMS OF REFERENCE

1. .... (Service Provider) will be responsible to ..... Ministry of Environment, Forests & Climate Change for the task of providing one Legal Assistant/Consultant on contractual basis for the duration w.e.f ..... to ..... would provide the Legal Assistant/Consultant for the Integrated Regional Office, Bangalore as per the remuneration indicated below.
2. .... (Service Provider) will enter into the agreement directly with the selected persons and ....., Ministry of Environment, Forest & Climate Change will not be a party to this agreement/ contract. The monthly payments/salaries will be released to the individuals by ....., hired on contract on or before 10<sup>th</sup> subsequent month. The continuance of the manpower will also be subject to the satisfaction of the client.
3. Contractual appointment(s) is purely on contract basis for a limited period.
4. The appointee(s) will be working under the directions of ....., Ministry of Environment, Forest & Climate Change, Integrated Regional Office, Bangalore.
5. ....(Service Provider) will be paid salaries of the manpower mentioned below plus service charge 9% on the gross disbursement of remuneration to the manpower on monthly basis (on completion of the month) + service taxes as applicable.

MODE OF PAYMENT:

..... (Service Provider) would provide the following manpower and pay remuneration including EPF etc. to each person engaged on contract basis for Ministry of Environment, Forests and Climate Change, Integrated Regional Office, Bangalore.

Designation	No. of Posts	Consolidated Remuneration
Legal Assistant/Consultant	1 (one)	Rs.30,000/-