

Terms of Reference (TOR)

For the post of Legal Expert (part time) in Project Management Unit (PMU), Guwahati of Assam Urban Infrastructure Investment Program (AUIIP).

1. **Brief about AUIIP**

The Assam Urban Infrastructure Investment Program (AUIIP) is a key urban infrastructure initiative of the Government of Assam (GoA) under Department of Housing and Urban Affairs. AUIIP in its first phase have completed construction of three reservoirs and Transmission pipelines under South East Guwahati Water Supply Scheme in Guwahati and Dibrugarh Town Protection (DTP) Drain & Solid Waste Management projects in Dibrugarh under ADB loan. Upcoming projects are in pipeline for AUIIP phase II for completion of South East Guwahati Water Supply Scheme which is to be financed by New Development Bank (NDB).

AUIIP consist of Program Management Unit (PMU) which presently manages and implements its projects through two Project Implementation Units (PIUs) each in Guwahati & Dibrugarh

2. **No. of Positions** : 01 (One)

Project Director, AUIIP intends to recruit and fill the vacant position of one Legal Expert (part time) in AUIIP.

3. **Place of Posting**: Project Management Unit (PMU) in Guwahati of AUIIP.

4. **Age ,Qualification, Experience & Skills**:

I. **Age**: Applicant should not be more than 50 years.

II. **Educational Qualification**: Full time LLB from a recognized University with more than 55% or equivalent marks.

III. **Working Experience**: Minimum 10 years of experience in handling Government cases, corporate legal matters and attending court.

IV. **Computer Skills**: Must have proficiency in MS Word, MS Excess & MS Power point.

V. **Working Skills**:

- Strong analytical & logical reasoning.
- Good Writing communication.
- Knowledge of Substantive Law and Legal Procedure.
- Good knowledge of Govt. Legislations, & policies.
- Fluency in English, Hindi and Assamese is a must.

5. **Major Responsibilities of the position:**

- I. **The Legal Expert shall have to attend AUIIP office or court (related to AUIIP matters) for a minimum of 13 working days in a month. In addition to this he may be required to attend office or court for more than 13 working days in a month as and when directed by the Project Director, AUIIP.**
- II. To give legal advice to AUIIP on all civil, criminal and revenue matters arising in the course of administration of AUIIP as are referred to him by the officers of AUIIP including: (a) examination and settling of drafts of legal nature; (b) drafting of applications, petitions etc. to be filed in courts of law; (c) prompt removal/curing of defects in appeals/petitions filed.
- III. Appear in the Courts in the cases assigned to him and also appear, if so required on behalf of AUIIP, in Tribunals and other statutory bodies.
- IV. Review all contract documents of AUIIP and provide suggestions for making them legally sound.
- V. Keep DoHUA and AUIIP informed of the important developments in the case from time to time particularly with regard to drafting, filing of papers, dates of hearing of the case, order of the Court on the date of its pronouncement , supplying copies of judgement etc.
- VI. Any other duties assigned by PD-AUIIP from time to time.

6. **Conditions of Contract :**

- I. **Duration of contract:** The tenure of Legal Expert (LE) is intended for entire duration of the project and co-terminus with the project period of AUIIP. However, the duration of the contract of this post will be initially for a period of eleven (11) months from the date of signing of the contract agreement. Continuity of the employee in this post is subject to his performance appraisal. The decision of the Project Director is final and binding in this regard.
- II. **Remuneration and Payment terms:**
 - The employee will be entitled to a consolidated remuneration of Rs. 65,000/- per month in respect of his services. Taxes as applicable will be dealt with as per applicable law.
 - Travelling, Boarding & Lodging expenses for approved official tours will be reimbursed as per the HR policy.
 - The provision of leave would be as per the HR policy.
- III. **Termination of Contract:** The employer may terminate the agreement at any time due to any misconduct, misreporting, unsatisfactory performance or negligence in duty, by giving a 30 days' notice period or by giving one month's remuneration in advance. The employee may also resign with prior notice of one month.