



GOVERNMENT OF ASSAM
DIRECTORATE OF AGRICULTURE
ASSAM, KHANAPARA, GUWAHATI-22.

This Agreement made on this day of (month), 2022 between the District Agriculture Officer, hereinafter called as the "DAO" and Sri; S/o :, Vill/Town:, PS: State: ASSAM. Email: hereinafter called as the "Accounts Officer" or in short (AO).

Set out below are the terms and conditions under which the "Accounts Officer" has agreed to carry out the assignment. The services shall be performed in accordance with the attached Terms of Reference (TOR).

1. I, Sri (Name of Consultant), herein after called "Accounts Officer", do hereby confirm to provide services for the above-mentioned assignment to the "DAO", Directorate of Agriculture in accordance with the Terms & Conditions set forth below.
2. We understand and hereby agree that for administrative purposes AAM- District Agriculture Officer,, herein after called as the "DAO" has been assigned to administer the contract and to provide the "AO" with all relevant information needed to carry out the assignment.
3. The "AO" is housed in District Agriculture Office,, Assam.
4. We understand and hereby agree that the services are likely to be required for the entire duration of the AAM or coterminous with the project period of AAM or as determined by the "DAO". However, the services initially shall be required for a period of **11 (Eleven) months** from the date of joining by "AO" in the District Agriculture Office. The "DAO" may terminate or cancel the assignment and/or shorten its duration or extend the contract, based on the performance and conduct of the "AO" as determined by the "DAO", without thereby causing any liability to the Director of Agriculture, Assam or Government of Assam or the Government of India.
5. We understand & hereby agree that, this Contract will become effective from the date of signing of this Agreement & joining by Sri as "AO" and also signing by the "DAO", and will automatically terminate after **Eleven Months** from the date of signing of this agreement & joining by Sri, if not terminated earlier based on un-satisfactory performance/conduct as determined by "DAO" or extended based on satisfactory performance/conduct as determined by "DAO".
6. We understand and hereby agree that, in the event of decision by "DAO" to terminate the contract, a **30 (thirty) days** termination notice will be served to the "AO" and that in the event of termination, the "AO" shall be paid for the services rendered for carrying out the assignment up to the date of termination and that the "AO" will provide "DAO" with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
7. We understand and hereby agree that, in the event "AO" decides to resign from the service and terminate the contract, "AO" shall serve a **30 (thirty) days** resignation notice to the "DAO" and

that in the event of resignation, the "DAO" will pay the "AO" for the services rendered up to the date of handing over of charge pursuant to his resignation and that the "AO" shall provide the "DAO" with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of his release. We understand and hereby agree that, in the event "AO" resigns and wants to get released without the mandatory 30 days notice period cited above, he shall have to deposit monthly CTP for one month (excluding Performance Linked Incentive) to the "DAO".

8. We understand and hereby agree that, Payments for the services rendered by the "AO" will be made by the "DAO" at a fixed total consultancy fee of Rs. 3,85,000/- (Rupees three Lakhs eighty five thousand) only per annum(for 11 months) as per the breakup of the Cost to Project (CTP) given below:

1	2	3	4	5	6
Base remuneration per month (Rs.)	Performance Linked Incentive per month(Rs.)	Communication Allowance per month (Rs.)	Medical Allowance per month (Rs.)	Total CTP Monthly (Col.1+2+3+4) (Rs.)	Total CTP Yearly (Col.5x11) (Rs.)
31,000.00	2,600.00	800.00	600.00	35,000.00	3,85,000.00

- a) We understand and hereby agree that, the annual (for 11 months) fixed remuneration shall be inclusive of all taxes, health/service related insurance, all allowances, cost of accommodation and food , conveyance to attend the District Agriculture Office, concerned District, etc.
- b) We understand and hereby agree that, All Taxes as applicable shall be dealt with as per applicable laws and the "DAO" will perform such duties, including for the deduction of such taxes, as may be lawfully imposed by the Government.
9. We understand and hereby agree that, the "DAO" , will reimburse the "AO" the reasonable cost of traveling expenses for approved tour programmes within or outside the State of Assam, relating to field or sites visits/meetings or workshops or seminars outside the Head Quarters (HQ), i.e., District Agriculture Office, concerned District, including expenses for the boarding, lodging, meals expenses (herein after called 'TA/DA') connected with this assignment. All official travel outside the HQ shall be with prior specific approval of the "DAO". The Travelling Expenses shall be reimbursed as per the approval of "DAO".
10. We understand and hereby agree that, "AO" shall be responsible for arranging appropriate insurance coverage at his own cost and that the "AO" shall maintain insurance cover for medical, travel, accident and third-party liability. Further, "AO" hereby agrees to indemnify and hold harmless the "DAO" against all claims, demands, and/or judgments of any nature brought against the "DAO" arising out of the services under this Contract and that the obligation under this paragraph shall survive the termination of this Contract.
11. We understand and hereby agree that all materials produced or acquired by the "AO" as per the terms and conditions of this Contract written, graphic, film, magnetic tape or otherwise shall remain the property of the "DAO" and that the "DAO" retains the exclusive right to publish or disseminate the reports arising from such materials and that the rights and duties provided for in this paragraph shall continue notwithstanding the termination of this Contract or the execution of its other provisions.

12. We understand and hereby agree that "AO" shall carry out the assignment in accordance with the highest standards of professional and ethical competences and integrity having due regard to the nature and purpose of the assignment and will conduct in a manner consistent with the TOR attached herewith.
13. We understand and hereby agree that "AO" shall not assign this Contract or sub-contract or any portion of it without prior written consent of "DAO".
14. We understand and hereby agree that during the term of this Contract and after its termination, "AO" and any entity affiliated with "AO" shall be disqualified from providing goods, works or non consulting services (other than the Services and any continuation thereof) for any activity resulting from or closely related to the Services.
15. We understand and hereby agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract by "AO" shall be for all times and for all purposes regarded as strictly confidential and held in confidence and shall not be directly or indirectly disclosed to any person whomsoever except with prior written permission of "DAO".
16. We understand and hereby agree that as "AO", Sri shall have the responsibilities and accountability as detailed in the TOR attached herewith. We further agree that the "AO" shall abide by the **Anti Corruption Guidelines and the Policy on Fraud & Corruption.**
17. We understand and hereby agree that the facilities to be provided by "AO" for the assignment shall be as detailed in the TOR attached herewith and "AO" shall strictly abide by the Code-of-Conduct mentioned in the "DAO".
18. We understand and hereby agree that, this Contract, its meaning and interpretation and the relations between the parties shall be governed by the Laws of India. We further understand and hereby agree that any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.

Enclosure: Annexure-1: Terms of Reference

Place: The, datedJune, 2022.

Signature & Name of Consultant

Thoroughly read, understood and agreed

Signature & Name of the Client

District Agriculture Officer (DAO)
..... District

Signature & Name of witness 1

Signature & Name of witness 2