

CONTRACT AGREEMENT

For Hiring of (Millets Marketing Executive-MME) for Udalguri District (ATMA) under the World Bank financed 'Assam Agribusiness and Rural Transformation Project (APART)', ARIAS Society.

Agreement No: ARIAS-12011/5/2022-APART-ARIAS/DFA/494605

Dated Guwahati the 1st March, 2024

This Agreement made on this 1st day of March (month), 2024 between the District Agricultural Officer-DAO, of District Agriculture Office, Udalguri, Assam hereinafter called as the 'DAO' and Smti Gargee Baruah, Garaguri Moran Gaon No 1 Titabar, Jorhat, Assam -785630 Email: gargeebaruah07@gmail.com, Phone: 7002680297, hereinafter called as the 'Millets Marketing Executive or in short (MME).

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

1. I, Smti Gargee Baruah (Name of Consultant), herein after called 'Millets Marketing Executive', do hereby confirm to provide services for the above-mentioned assignment to the 'DAO' in accordance with the Terms & Conditions set forth below.
2. We understand and hereby agree that for administrative purposes District Agricultural Officer, herein after called as the DAO has been assigned to administer the contract and to provide the MME with all relevant information needed to carry out the assignment.
3. The "MME" will be housed in District Agriculture Office-PD-ATMA, Udalguri District, Assam.
4. We understand and hereby agree that the services are likely to be required for the entire duration of the APART or coterminous with the project period of APART or as determined by the DAO. However, the services initially shall be required for a period of **eleven (11) months** from the date of joining by MME 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 MME as determined by the DAO, without thereby causing any liability to the Government of Assam or the Government of India or the World Bank.
5. We understand & hereby agree that, this Contract will become effective from the date of signing of this Agreement & joining by Smti Gargee Baruah as MME and also signing by the DAO, and will automatically terminate after **eleven months** from the date of signing of this agreement & joining by Smti Gargee Baruah, 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 MME and that in the event of termination, the MME shall be paid for the services rendered for carrying out the assignment up to the date of termination and that the MME 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 MME decides to resign from the service and terminate the contract, MME shall serve a **30 (thirty) days** resignation notice to the DAO and that in the event of resignation, the DAO will pay the MME for the services rendered up to the date of handing over of charge pursuant to his resignation and that the MME 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 MME 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 MME will be made by the "OPIU-Agriculture" at a fixed total consultancy fee of **Rs. 4,80,000/- (Rupees Four Lakhs Eighty Thousand)** only per annum 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.5x12) (Rs.)
34,000.00	4,000.00	1,200.00	8,00.00	40,000.00	4,80,000.00

- a) We understand and hereby agree that the Remuneration (Base remuneration + Communication Allowance + Medical Allowance, i.e., **Rs. 36,000/-**) shall be paid by the 'OPIU-Agriculture' on monthly basis on submission of **absentee statement duly signed by District Agricultural Officer** and the Performance Linked Incentive (PLI) shall be paid on quarterly basis based on the performance assessment by the DAO. Accordingly, out of the monthly total CTP of **Rs.40,000/-**, the Performance Linked Incentive of **Rs. 4,000/-** per month shall be given on quarterly basis, linked to performance assessment of the MME by the DAO, PD-ATMA-Udalguri District.
- b) We understand and hereby agree that, the annual fixed remuneration shall be inclusive of all taxes, health/service related insurance, all allowances, cost of accommodation and food at Udalguri District, conveyance to attend the District Agriculture Office-ATMA-PD, Udalguri, etc.
- c) 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** based on the HR policy of ARIAS Society will reimburse the **MME** 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., DAO Office, Udalguri 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, **MME** shall be responsible for arranging appropriate insurance coverage at his own cost and that the **MME** shall maintain insurance cover for medical, travel, accident and third party liability. Further, **MME** 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 **MME** 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 **MME** 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 **MME** 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, **MME** and any entity affiliated with **MME** shall be disqualified from providing goods, works or 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 **MME** 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 **MME**, **Smti Gargee Baruah** shall have the responsibilities and accountability as detailed in the TOR attached herewith. We further agree that the **MME** shall abide by the **World Bank's Anti Corruption Guidelines and World Bank's Policy on Fraud & Corruption, as provided in the "The World Bank: Procurement Regulations for IPF Borrowers- Procurement in Investment Project Financing Goods, Works, Non-Consulting and Consulting Services: July 2016" and its updates. (Provided on the World Bank's website).**
17. We understand and hereby agree that the facilities to be provided by **MME** for the assignment shall be as detailed in the TOR attached herewith and **MME** shall strictly abide by the Code-of-Conduct mentioned in the HR policy of ARIAS Society.
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

Signature & Name of Consultant

Thoroughly read, understood and agreed



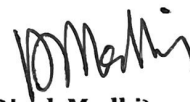
(Smti Gargee Baruah)
Garaguri Moran Gaon No 1 Titabar,
Jorhat, Assam -785630
Email: gargeebaruah07@gmail.com
Phone: 7002680297

Signature & Name of witness 1

Hiren Sainia
AI (H.O.)
District Agriculture Office
UDALGURI 01/03/24

Place: Guwahati; Dated, 1st March, 2024

Signature & Name of the Client



(Mr. Dipak Medhi)
District Agricultural Officer
Cum P.D.ATMA, Udalguri

District Agricultural Officer,
Udalguri

Signature & Name of witness 2

Stephenson Narzari
Store Incharge
D.A.O. Udalguri
Date: 01/03/24