

CONTRACT AGREEMENT

(Terms of Contractual Engagement against various assignments under CSS-ATMA)

This terms of contractual engagement is made on this (date) day of (month) (year) between CSS-ATMA State Cell represented by the Director of Agriculture Assam on behalf of Govt of Assam, Department of Agriculture and Sri/ Smt.....son/daughter/wife of Resident of villagetown under P.S in the district of Herein after referred as contractual officer. The term 'Govt.' will mean Govt. of Assam .

Whereas the parties to the terms of contractual agreement are desirous of recording the following terms and conditions for the agreement. Therefore, in presence of the witnesses as mentioned below, the following Terms and Conditions are hereby agreed by and between the parties.

- 1) Designation:** The Contractual Officer as engaged for State/ District/ Block Cell will be designated as as per advertisement published in the Newspapers.

- 2) Duration of Contract :** The engagement shall be purely on contract basis and the assignment is expected to be required for 11 (Eleven) months i.e. from the day of signing of agreement unless terminated earlier by the SNO, CSS-ATMA for whatsoever reason. The services of the contractual officer shall stand automatically terminated at the expiry of the contract period, unless terminated earlier, without any necessity of the State Cell giving any notice to the contractual officer and without any liability on the part of the State Cell to pay any remuneration or other compensation or any other amount to the contractual officer. The contract may also be on satisfactory service performance, provided extension for a considered period, and may be terminated without assigning any reason before expiry of the contract period by either party subject to giving one month's notice to the other party.
- 3) Administrative Control :** The services of the contractual officer will remain solely under the direction, control and superintendence of the Director of Agriculture through State Cell and ATMA GB.
- 4) Posting and Transfer:** The State Cell may decide the place of posting of contractual officer from time to time or the State Cell may transfer the contractual officer to any other place at any time.
- 5) Self-learning:** The Contractual Officer shall go through various guidelines of CSS-ATMA and other relevant laws/ rules related to his/her job himself/herself and always be updated. Lack of knowledge shall not be treated as a genuine ground if some anomaly is noticed in his/her job performance.
- 6) Job Chart:** The Contractual Officer would perform his/her duties assigned to be performed for successful implementation of the schemes and other works assigned if any. Activity to be performed will be informed from time to time by the State Cell and the contractual officer shall be bound to perform duties to the fullest satisfaction of the State Cell. It is noted by the Contractual Officer that he will be deemed to be on duty for twenty-four hours a day and could be asked perform duty at any time even beyond office hours.
- 7) Remuneration:** The contractual officer would be paid a fixed remuneration on receipt of satisfactory report. In case of extension of service provided to the employee annual increment on basic remuneration will be paid after successful completion of 1 year as per guideline of NMAET, 2014. However TA/DA for any approved tour will be reimbursed as per Govt. norms for each category of post. The contractual officer shall be solely responsible for payment of income tax and other

taxes as admissible that may be due and the State Cell shall have nothing to do in this regard.

- 8) Full Time engagement:** This engagement will be on full time basis and the contractual officer shall not take up any other activity or work, or hold any position elsewhere which may hamper his duty as assigned hitherto or may be prejudicial to the interests of the Govt./ State Cell.
- 9) Non-Disclosure of Information:** The contractual officer undertakes not to disclose/divulge or make public aspect on legal obligations, any information that he/she may acquire in course of his/her work without the written consent of the State Cell.
- 10) No claim for regularization in the Government:** The contractual officer shall have no right or claim or preference either for regular employment in the State Cell or for regular employment in any Govt. job or for regularization or for extension of the period of the contract, on account of his/ her engagement on contract basis as detailed in this agreement and the contractual officer undertakes not to make any such claim at any point of time . It is expressly stated and agreed that the contractual officer shall not claim any right to be treated as a Government servant or be absorbed in Government service or in the State Cell at any future point of time.
- 11) Termination of contract :** The State Cell/ SNO, CSS-ATMA reserves the right to terminate the contractual agreement at any point of time if it is found the services rendered by the contractual officer is not satisfactory , or if it found at any declaration of information furnished by him/ her proves to be false or willfully suppressed , or if there is any breach of any of the terms and conditions of this term of contractual engagement , or if the contractual officer is found to be involved in any act of indiscipline or misconduct , or if the contractual officer is found to be involved in any act that may become embarrassing for the State Cell or in case of inadequacy of fund from where remuneration is paid, the contract may be terminated forthwith without any notice. The decision of the State Cell in this regard shall be final and binding on the contractual officers and shall not be subject to challenge .
- 12) Leave:** The contractual officer will not be entitled for any earned leave . However, the maximum number of casual leaves to be allowed in a year shall be 12 working days, excluding 2 days of restricted holidays. Leave of absence for more than total a total 14 (=12+2) working days in a year shall be treated as leave without pay.

However, casual leave for more than **5** working days at a stretch shall not be granted to contractual consultants and staff. All leave will need to be sanctioned in advance. Contractual officers may also be allowed medical leave (with paid CTP) for a maximum of 10 days in a year, subject to production of medical certificates. However, leave of absence on medical ground beyond 10 days in a year will be treated as leave without remuneration/CTP.

13) On Tenure Completion : Upon completion of tenure or otherwise , the contractual officer undertakes to hand over all articles , books of accounts, documents, assets entrusted to him/ her or may have come into his or her possession during the period of contract and he/she undertakes to obtain a clearance certificate for the same forthwith . In default, he / she is liable for consequences under the law in force, besides compensating the same .

14) Code of conduct: The contractual officer undertakes to act and function with professionalism, utmost care , skill , honesty, good faith and integrity as well as high moral ethical standard . The contractual staff also undertakes to compensate any losses sustain by the State Cell or Govt. on account of his/ her actions / inactions.

15) Not to sign on behalf of the Govt.: The contractual officer is not authorized to sign for or on behalf of the Govt./State Cell.

16) Reporting : The Contractual Officer Should Submit their monthly Activity report to his/her reporting authority and compile Activity report of each & every employee to be submitted to State Nodal Cell before 5th of every month by the PD.

17) Availability of fund: All payment of remuneration to the above contractual officer shall be borne from the State Cell fund . The duration of contract will also be reviewed periodically based on fund availability under the proper head .

18) Fresh contract: After expiry of the duration of the contract, the assignment may be extended further based on satisfactory performance as solely and exclusively assessed by the SNO , CSS-ATMA and Director of Agriculture, Assam. Fresh contract may be signed with same person subject to satisfactory performance during the earlier contract period . Old contract will not be renewed . Validity of contract is to be ensured before payment of remuneration .

19) Superannuation Age: The Superannuation age for giving service under CSS-ATMA is 65 years.

(Full Signature of the Contractual Officer) (Signature of the Appointing Authority)

Name:

Name:

Address:

Address:

Date:

Date:

Witness No. 1

Witness No.2

Name:

Name:

Address:

Address:

Date:

Date:

Director, SAMETI
Assam