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INDIA NON JUDICIAL

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THE AGREEMENT FORM (2018-2019)

Contract of Contractual Employment under P & RD Department, Assam

This contract, dated on the 15th day of March-03 in the year 2019, is made between Panchayat and Rural Development Department, Government of Assam, represented by Debadish Baishya [name of the officer], Chief Executive Officer [designation of the officer], hereinafter referred to as 'employer', and Hercules Hurchahary [name of the contractual employee], of Late Nibanan Ch. Hurchahary, Rupnagar, P/O-Indrapur P/S: Bhargavark, Gurusabati, Pin-781032 [full address of the contractual employee], hereinafter referred to as 'employee'. This document constitutes an employment agreement between these two parties and is governed by the laws of India.

WHEREAS the employer desires to retain the services of employee, and the employee desires to render such services, these terms and conditions are set forth. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.

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IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

1. Designation

The employee is engaged as Accredited Engineer [designation].

2. Employment

The employee agrees that he or she will faithfully and to the best of their ability to carry out the duties and responsibilities communicated to them by the employer. The employee shall comply with all the policies, rules and procedures set by employer at all times.

3. Duration of the contract

The engagement of the employee shall be purely on contract basis for a period as mentioned in the order of contractual employment or maximum of 364 days, whichever is more; unless terminated earlier. The service of the employee shall stand automatically terminated at the expiry of the contract period, without any necessity of the employer giving any notice to the employee and without any liability on the part of the employer to pay any retrenchment or other compensation to the employee

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4. Job Chart

The employee would perform her/his duties as required to be performed for the successful implementation of all the schemes of Panchayat & Rural Development Department, Government of Assam. Activities to be performed will be informed from time to time by the employer and the employee will perform those duties to the fullest satisfaction of the employer. In case of necessity the employee will be available in 24X7 basis and the employer would provide a safe and comfortable working condition.

5. Performance

The employer would assign tasks and targets on monthly basis (duration may be changed by Panchayat & Rural Development Department, Government of Assam) and the employee have to achieve those targets. Continued failure to achieve the targets may lead to termination of this contract. In case of extra ordinary performance, subject to availability of admin fund, the employer may consider to pay incentive to the contractual employee. However, the contractual employee cannot claim as a matter of right.

6. Remuneration

The employee will be paid a lumpsum remuneration as advertised and as decision of the committee on increments. An incentive may be paid by the employer to employee based on performance and will be notified of the same from time to time. TA / DA of tours approved by appropriate authority will be paid as per actuals subject to maximum limit set by employer. TDS and professional taxes will be deducted by the employer, any other tax will be borne by the employee directly.

7. Non-competition and confidentiality

The employee shall not disclose, divulge or make public, except on legal obligation, any information that she / he may acquire in course of her / his work without written consent of the employer.

During your time of employment with the employer, employee may not engage in any work for another organization that is related to or in competition with the employer. Employee will fully disclose to employer any other employment relationships that employee have, and employee will be permitted to seek other employment provided that (a.) it does not detract from employee's ability to fulfill the duties, and (b.) employee is not assisting another organization in competing with the employer.

At any point of time the employee and immediate dependents (spouse, parents, children) can not be a vendor to the employer.

8. No claims of regularization

The employee shall have no right or claim or preference, either for regular employment in Panchayat and Rural Development Department, Government of Assam or for regular employment in any other Government job; unless otherwise notified by Government.

9. Termination of contract

The employer shall reserve the right to terminate the contractual agreement at any point of time if it is found that the services rendered by the employee is not satisfactory, or if it is found that any declaration of information furnished by her / him proves to be false, or willfully suppressed, or if there is any breach of any of the terms and condition of this contract, or if the employee is found to be involved in any act of indiscipline or misconduct or if the employee is found to involved in any act that may become embarrassing to the employer, The Employer may, at its option, pay one month salary in lieu of notice but nothing in these terms and conditions of employment shall prevent the Employer from terminating the case of Employee, the Employee shall give the Employer minimum 30 days' notice of his/ her intention to terminate this employment.

10. Leave

The employee is entitled for two and half days of paid casual leave for each completed month of service. Other leaves shall be governed by employer's policies which will be notified time to time in accordance to the laws.

11. Code of conduct

5V The employee undertakes to act and function with professionalism, utmost care, skill, diligence, honesty, good faith and integrity as well as high moral and ethical standards.

12. Not to sign on behalf of employer

The employee is not authorized to sign for or on the behalf of the employer.

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13. Jurisdiction

This contract shall be governed, interpreted and constituted in accordance with the laws of India.

In witness and agreement whereof, the Employer has executed this contract with due process through the authorization of Panchayat and Rural Development Department, Government of Assam and with the consent of the Employee, given here in writing.

Employee's Signature: *Hercules Huchabany*
Date:

Witness 1

Name: JITENDRA KR. NATH
Address: BLOCK DEV. OFFICER
Signature: *[Signature]*
Date:

*Block Dev. Officer
Rupahat Dev. Block
Rupahi : Nagaon*

Witness 2

Name: *Litermoni Rakhora*
Address: *For. Asst. Rupahat A.P.*
Signature: *[Signature]*
Date:

Hercules Huchabany

[Signature]
Employer's *Sd/* Director
Date *Project*
DRDA, Nagaon (Assam)