

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

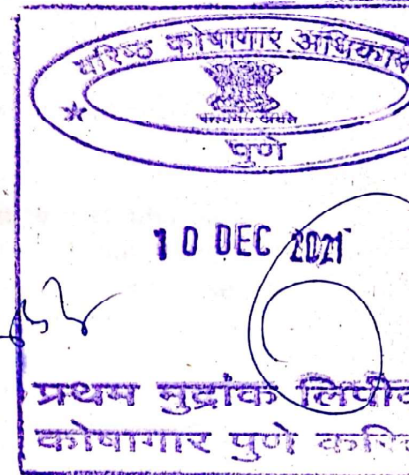
भारत INDIA
INDIA NON JUDICIAL

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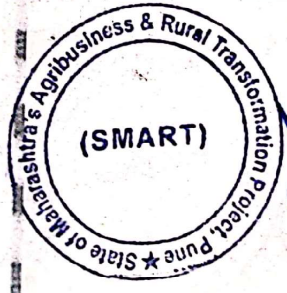
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मुद्रांक विकत घेणाऱ्याची सही

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात बांधणी व धनकार

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 17 day of the month of January, 2022 between, on the one hand, Additional Project Director, Hon. Balasaheb Thackeray Agri-Business And Rural Transformation Project (SMART) with having registered office at Sheti Mahamandal Bhavan, 270, Bhamburda, Senapati Bapat Road, Pune - 411 016 (hereinafter called the "Client") and, on the other hand, Dr. Arun Kulkarni, residing at B-6, Kalabasant, Bhandarkar Road Pune -411004 (hereinafter called the "Consultant").



[Handwritten signature]

[Handwritten signature]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the International Bank for Reconstruction and Development (IBRD) toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- A) The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A : Terms of Reference

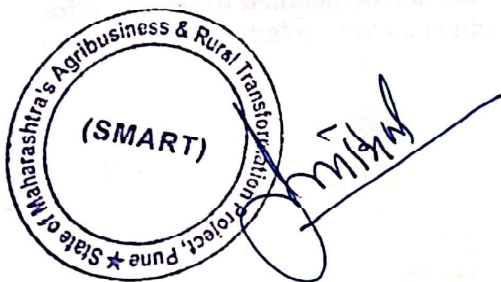
Appendix B : Curriculum vitae

- B) The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- 1) **Services:** The Consultant agrees to provide certain consultancy and advisory services ("Services") to the Client in accordance with the terms set out in this Agreement and the consideration for the same shall be as set forth under Clause 3. The Services shall include all activities specified in the terms of reference.
- 2) **Term** This Agreement shall come into force on 17/01/2022 and shall continue to be valid up to 16/01/2023 unless terminated earlier in accordance with this Agreement. The assignment is for the period of maximum 120 days in a year. The duration of the Advisory Consultant will be initially for the period of one year from the date of contract and which could be extended for further period as per the requirement.
- 3) **Payment Terms:** In consideration for the Services provided, the Consultant shall be paid Rs. 9090/day. The payment will be made by the PCMU-SMART on monthly basis as per the Man days utilised and after submission of deliverables of work reports. The Consultant hereby acknowledges that there shall be no monetary consideration payable by the Client for the Services provided hereunder. The consideration is exclusive of all taxes under applicable law. The Consultant shall be responsible for payment of all applicable taxes for the Services rendered by him hereunder.
- 4) **Intellectual Property Rights:** The Deliverables shall be deemed to be 'work for hire' and all Intellectual Property Rights therein shall vest solely with the Client upon creation.



- 5) **Confidentiality:** Consultant understands and acknowledges that it may receive Confidential Information of the client during the term of this Agreement. The consultant shall not disclose the client Confidential Information to a third party without the client prior written consent.
- 6) **Warranty and Disclaimers** (a) The Consultant warrants to the Client that he: (i) has all necessary rights and authority to enter into and perform this Agreement; (ii) has no conflict of interest in respect of any third party obligations that he is bound by, in performance of this Agreement. (b) The Consultant hereby disclaims, and the Client expressly waives all other conditions, representations and guarantees, whether express or implied, arising by law, custom, oral or written statements of the Consultant or third parties including, but not limited to, any warranty of merchantability or fitness for particular purpose or of error-free and uninterrupted use or of non-infringement except to the extent expressly provided in this agreement.
- 7) **Termination:** Either Party may terminate this Agreement by issuing a written notice of termination to the other Party 30 days in advance of such intended termination.
- 8) **Nature of Relationship:** The Consultant is engaged by the Client in the capacity of an independent consultant to render the Services in accordance with the terms of this Agreement. Nothing in this Agreement shall be construed to mean that the Consultant is an employee, worker, agent or partner of the Client. Nothing in this Agreement shall be construed to have created a joint venture between the Parties.
- 9) **Force Majeure :** Neither Party shall be responsible for delays or failures in performance resulting from acts of god, acts of civil or military authority, fire, flood, strikes, war, epidemics, shortage of power, or other acts or causes reasonably beyond the control of such Party. The Party experiencing the force majeure event agrees to give the other Party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- 10) **Non-exclusivity:** The Services provided by the Consultant under this Agreement is not exclusive to the Client and the Consultant shall have the right to enter into similar arrangements with any third party without the knowledge or consent of the Client. Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial or other interest in any capacity in any other business or entity during the term of this Agreement as long as such activity does not cause a breach of the obligations of the Consultant under this Agreement.
- 11) **Delivery by Electronic Means:** This Agreement, to the extent signed and delivered by electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.



12) **Entire agreement** : This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

13) **Severability**: If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect.

14) **Governing Law and Dispute Resolution**: This Agreement shall be interpreted in accordance with the substantive laws of the Republic of India, exclusive of any choice of law provisions. Any dispute arising under this Agreement shall be within the sole and exclusive jurisdiction of competent courts in Pune.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Hon. Balasaheb Thackeray Agri-Business And Rural Transformation Project (SMART)

[Signature]
Dasharath Tambhale, Additional Project Director

For and on behalf of Consultant

[Signature]
Dr. Arun Kulkarni

