

**TEA BOARD**  
**14, Biplabi Trailokya Maharaj Sarani**  
**Kolkata - 700001**

**Dated : 10.12.2012**

**OFFICE MEMORANDUM NO: 189/2012**

The undersigned is directed to state that as desired by PS to MOS-C&I, Govt. of India, Shri M.C. Banerjee has been engaged as Consultant in the Tea Board for providing expert advice and consultancy to the office of the PS to MOS-C&I, Govt. of India, New Delhi w.e.f. 01.12.2012 for a period of one year with the following the terms and conditions :-

1.	The relationship of the First Party (i.e. Shri M.C. Banerjee) and the Second Party (i.e. Tea Board represented by PS to MOS-C&I) shall be purely as principal to principal for consultancy ;
2.	The First Party shall provide expert advice and consultancy to office of the MOS-C&I and the Second Party shall provide a consolidated fee of Rs. 45,000/- (Rupees forty five thousand only) per month. The First Party shall not be entitled to any other benefit or allowance ;
3.	The First Party shall not divulge any information or documents as may come to his knowledge to any third party during the applicability of this agreement and in future ;
4.	This agreement is for a period of twelve months after which the agreement shall automatically stand terminated. Signing of a fresh agreement, if required, shall be at the discretion of both the parties ;
5.	The First Party is required to attend office on all working days in a calendar month to accomplish the task as per terms of reference. In case of exigencies of work, the First Party will have to attend office on weekly off/holidays also ;
6.	If the First Party has worked for lesser number of working days as indicated in Clause No. 5, the fee payable shall be limited pro-rata to the actual period for which the consultancy was rendered. Extra number of days put in by consultant on weekly off/holidays will not count for any financial compensation but for availing leave of absence by the First Party in lieu of extra person days worked in previous month. Adjustment of extra days against absence is subject to the condition that the consultant has worked for minimum six hours on weekly off/holiday with the approval of controlling officer and adjustment will be allowed only upto the close of next calendar month in which extra work is put in, beyond which it will lapse ;
7.	If the First Party has worked for lesser number of working days as indicated in Clause No. 5, the fee payable shall be limited pro-rata to the actual period for which the consultancy was rendered ;
8.	The First Party will be required to mark his attendance in the manner as prescribed by the Second Party and send his claim for payment of fee through PS to MOS-C&I to the Second Party ;
9.	In case the First Party intends to abstain himself from office on any working day, he shall be required to obtain prior approval from the PS to MOS-C&I subject to the condition as indicated in Para 6 above ;
10.	Either of the parties to this agreement is free to terminate this contract by giving one month's notice ;
11.	The agreement will not create any right for future in any manner for either of the party over the other party ;
12.	No transport will be provided by Tea Board for attending office ;
13.	He will be required to attend to all work under general guidance of the competent authority of the Tea Board or from the place of his deputation ;
14.	He will have to discharge any other responsibility assigned to him from time to time by the Tea Board/Office of MOS (C&I) ;
15.	While on official tour, he will be entitled for TA/DA as admissible to Group-A officers of the Tea Board ;

Sd/-

(B.K. Biswas)  
Assistant Secretary

P.T.O.

Distribution

1.	Shri M.C. Banerjee, B-501, Om Satyam Apartments, Sector-4, Plot No. 13, <u>Dwarka, New Delhi-110 07</u>	
2.	PS to MOS-C&I , Govt. of India, New Delhi.	
3.	Special Officer for NWI , New Delhi	He is requested to release the monthly remuneration in favour of Shri M.C. Banerjee from the Board's Office, New Delhi based on a certification received from the PS to MOS-C&I regarding his performance of assigned responsibilities.
4.	Executive Director, Coonoor	
5.	Executive Director North-East	
6.	F.A & C.A.O.	
7.	Sr. Accounts Officer	
8.	Dy. Director (Hindi)	
9.	System Analyst	With the request to upload in the Board's website.
10.	Secretariat Branch	
11.	T.B.O.A/T.B.E.A/T.B.W.A.	
12.	Estt. Branch ---- with spare copies.	

Ref. File No. 23(4)/Estt/99/Part-I

(Hindi version follows)

r.n.b.