

Dated .....

**A G R E E M E N T**

BY AND BETWEEN

**Selected consultant**

AND

**Food Corporation of India Limited**

**For Customer Satisfaction Survey.**

**The Consultant, .....**

AND

Food Corporation of India, a statutory Corporation created under the Food Corporations Act having its at Headquarters at Khadya Sadan,16-20,Barakhamba lane, New Delhi, hereinafter called “**FCI**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors and assigns) of the Other part:

Both parties hereinafter collectively referred to as “the Parties” and individually as “Party”.

NOW, THEREFORE, in consideration of premises and covenants hereinafter set forth, the Parties hereto agree as under:

**1. Purpose of the Agreement**

This Agreement is intended to recognize the general basis for defining the role, responsibilities and liabilities of the Parties to the Agreement in respect of Development of criteria for evaluating Customer Satisfaction, Finalization of Survey Methodology , conducting the Survey and Presenting Findings of the Survey.

**2. Role and responsibility of Parties:**

**Services**

(i) The Consultant shall perform the services specified in Section-3 of the Financial Bid, Terms of Reference “Development of criteria for evaluating Customer Satisfaction, Finalization of Survey Methodology , conducting the Survey and Presenting Findings of the Survey”, which is made an integral part of this Contract (“the Services”).

(ii) The Consultant shall submit to the Client the Reports in the form and within the time period specified in Section-4 “Consultant’s Reporting Obligations.”

## **Term**

The Consultant shall perform the Services during the period commencing from *[insert starting date]* and continuing through upto *[insert completion date]*, or any other period as may be subsequently agreed by the Parties in writing.

### **3. Status of Agreement**

- 3.1 This Agreement is intended to record mutual understandings of the Parties hereto, as on the date hereof.
- 3.2 This Agreement will be subject to and governed by the laws (and such rules & regulations) of India as may be applicable during the tenure of this Agreement.
- 3.3 In order to discharge the responsibilities of each of the Parties, and/or when specific obligations or financial commitments appear necessary to the Parties, the Parties by mutual consent shall enter directly (or through the concerned affiliate), into specific agreement(s) defining in detail the respective obligations and commitments of each of the Parties, and in particular, the program of work and financial terms relating thereto.

### **4. Amendment**

This Agreement may be amended upon the mutual consent of both the Parties And should be in writing;

### **5. Indemnity:**

The Consultant shall defend ,indemnify and hold FCI harmless during and after the contract against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out, resulting from any violation of any laws by the consultants or its associates or any way connected with the acts, negligence, breach, failure to perform obligations relating to the assignment.

### **6. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employee(s) assigned under this Contract, if the Client so considers unsatisfactory.

### **7. Confidentiality**

7.1 All Parties shall acknowledge the confidentiality of all information, which may be transferred between the Parties from time to time as being essential to this Agreement. The Parties agree not to disclose the said /all confidential information to any third party whatsoever. However, each of the Parties shall be free to disclose such information as is: either Part of the Public domain at the time of disclosure, or Required to be disclosed by official authorities in accordance with the applicable law.

7.2 The obligations of all the Parties as herein above in clause 7, shall continue to apply, notwithstanding termination of this Agreement

**1. Ownership of Material**

Study Reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software

**2. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

**3. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent

**4. Law Governing Contract and Language**

The Contract shall be governed by the laws of Government of India, and the language of the Contract shall be in English.

**5. Governing Law & Disputes Resolution**

In case of any disputes between the Parties to the contract, the same will be settled in the Court of Law of competent jurisdiction. The contract shall be governed and interpreted in accordance with the Laws of India in force. The Courts at Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

6. This agreement is made in duplicate. The 1<sup>st</sup> copy will be kept by the Consultant and 2<sup>nd</sup> copy will be kept by FCI. Both 1<sup>st</sup> and 2<sup>nd</sup> copies of this Agreement have been signed by the Parties to the Agreement in original.

As witnessed by the hand of duly authorized representative of the Parties, as of the date hereunder:

Mr. ....,  
Consultant

\_\_\_\_\_

Mr.....

General Manager (Sales)

FCI, Headquarters, Khadya Sadan,

16-20, Barakhamba Lane,

New Delhi.

**Witnesses:**

Mr. \_\_\_\_\_

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\_\_\_\_\_

Mr. \_\_\_\_\_

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