

राजस्थान सरकार
ग्रामीण विकास एवं पंचायती राज विभाग
(अनुभाग-3)

क्रमांक:-एफ-10(7)आरडी/एनआरईजीएस/संविदा/09-10जयपुर, दिनांक 19.2.2010

जिला कलेक्टर एवं जिला कार्यक्रम समन्वयक,
राष्ट्रीय ग्रामीण रोजगार गारंटी योजना,
समस्त(राजस्थान)।

विषय:-संविदा अनुबंध का नवीन प्रारूप भिजवाने संबंधी।

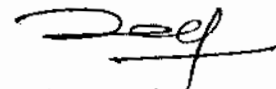
महोदय,

उक्त विषयान्तर्गत निवेदन है कि कनिष्ठ तकनीकी सहायक, लेखा सहायक, एम. आई.एस. मैनेजर, जिला परिषद एवं पंचायत समिति में कार्यरत डाटा एन्ट्री ऑपरेटर एवं रोजगार सहायक की अनुबंध अवधि दिनांक 28.2.2010 को समाप्त हो रही है।

अनुबंध अवधि बढ़ाने के संबंध में सूचना पृथक से दी जा रही हैं। कृपया उक्त संविदा कार्मिकों से अनुबंध/अनुबंध का नवीनीकरण वित्त विभाग से अनुमोदित संलग्न नवीन अनुबंध प्रारूप में ही किया जाना सुनिश्चित करें। इस अनुबंध प्रारूप को समस्त विकास एवं कार्यक्रम अधिकारियों को भी आवश्यक कार्यवाही हेतु उपलब्ध करवाया जावे।

ग्राम पंचायत स्तर पर कम्प्यूटर ऑपरेटर मय मशीन की कार्य संविदा (work contract) के संबंध में यह प्रारूप लागू नहीं होगा। इसके लिए पृथक से कार्य संविदा प्रारूप भिजवाया जायेगा।

भवदीय,



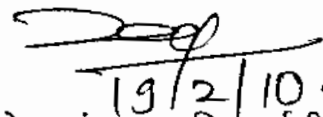
(रामनिवास मेहता)

परि. निदे. एवं उप सचिव, ईजीएस

संलग्न:-उपरोक्तानुसार।

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

- 1- अतिरिक्त जिला कार्यक्रम समन्वयक एवं मुख्य कार्यकारी अधिकारी, जिला परिषद, समस्त(राजस्थान)।
- 2- श्री मुकेश विजय, अधिशाषी अभियंता, ईजीएस को विभागीय वेबसाइट पर अपलोड करने बाबत।
- 2- रक्षित पत्रावली।



19/2/10.
परि. निदे. एवं उप सचिव, ईजीएस

AGREEMENT FOR SERVICES ON CONTRACT BASIS

(To be executed on Rs. 100/- non judicial stamp)

Article of Agreement made this day, the (Date) between
Shri/Smt./Kum.son/ wife/ daughter
of-----residing presently at

------(full
address) the first party, and Authorized Officer
.....(DPC/ ADPC/Programme Officer), the second
party as mentioned in Annexure-I.

Whereas the second party has agreed to hire services of first party for
.....(post) on contract basis for the
.....(office of the DPC/ ADPC/ Programme
Officer/Gram Panchayat) and the first party has agreed to provide these
services to the second party in that capacity for the period(months)
on the terms and conditions herein after contained.

**NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES
HERETO RESPECTIVELY AGREE AS FOLLOWS:**

1. PERIOD OF CONTRACT :

(i) The period of contractual Services shall be from
.....(date) to..... (date) .

**2. SERVICES TO BE RENDERED AND CONSIDERATION
THERE OF:**

(i) The first party will present himself at the place and time designated
by the second party and render services to the second party broadly
designated as -----(post),as per the
directions of the second party.

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- (ii) In consideration of the services desired in (i) above, the second party shall pay a consolidated contract amount of Rs -----(in words Rupees.....) per month. No other amount shall be payable to the first party other than travelling allowance on Government tours, if any.

3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED :

Monthly Contract amount shall be paid only on submission of monthly bill of services rendered to the satisfaction of second party or his/her authorized officer. First party will submit bill on the fifth of the following month and second party will arrange to make payment of contract amount upto 15th of the following month.

4. ACTION AGAINST FIRST PARTY:

- (i) Any misconduct on the part of the first party, shall entitle second party to terminate contract of services of the first party.
- (ii) Work not done up to the satisfaction of the second party will also be treated as misconduct.
- (iii) Any unauthorized or willful absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.
- (iv) Proportionate deductions shall be made from consolidated Contract amount for any material absence on working day.
- (v) Any loss or misappropriation of funds due to negligence or deliberate conduct of the first party shall be recoverable from the monthly contract amount and if the same cannot be adequately recovered from it then as an arrears of land revenue .

5. TERMINATION OF CONTRACT:

- (i) The contract can be terminated with notice of one month on either side or by depositing/paying one month's package / contract amount in lieu of notice.
- (ii) Second party or any authority approving contractual appointment with first party or any officer superior to the second party shall be competent authority for termination of contract .
- (iii) The agreement / contract period shall stand terminated automatically on expiry of above stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract.
- (iv) Any unauthorized or willful absence from duty for a period of seven days would entitle second party to terminate contract without any notice.

6. STANDARDS OF SERVICE:

The first party shall carry out the assignment in accordance with the highest standards of professional and ethical competence and integrity, having due regards to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to be debarred from further contract agreement or services anywhere in the State Government or its Corporation and liable to punitive action under the law. The second party will be free to terminate contract if the first party does not perform duties as mentioned above.

7. RENEWAL OF CONTRACT :

In case the contract is renewed after a year of contract service , the monthly Contract amount may be increased not exceeding ten percent (of

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the original monthly contract amount entered for the first time) , depending upon contractual service performance appraisal during the last contract period.

8. GENERAL :

- (i) **Gazetted/Restricted holidays:** Holidays gazetted by Government of Rajasthan (except regular Saturdays) shall be admissible to the first party but in case of urgency, first party may be called on duty on gazetted holiday in the given monthly contract amount only. Restricted holidays shall also not be admissible to the first party.
- (ii) Twelve leaves per year shall be admissible to the first party.
- (iii) Maternity leave to women employee with less than two surviving children will be admissible for 180 days provided that she has rendered contract service for a period of not less than one hundred and sixty days in the twelve months immediately preceding the date of her expected delivery.
- (iv) Proportionate deduction shall be made from the consolidated contract amount for any absence without prior permission from the second party.
- (v) **Permission for leaving Headquarters:** First party will not leave headquarters without prior permission of the second party or his/her authorized authority in this regard.
- (v) First party shall not be entitled for any Government accommodation.
- (vi) No deduction towards RPFM/GPF/SI/Accidental Group Insurance Scheme shall be made /paid from contract amount of the first party.
- (vii) First party shall not be entitled for any regularization or any special preference in regular recruitment in the Government.



- (viii) First party shall not be provided any loans and advances by the second party.
- (ix) No bonus shall be payable to the first party.
- (x) No terminal leave shall be admissible on termination of the contract.
- (xi) The contract services of the first party shall be non-transferrable.
- (xii) The first party will not accept any full time/part time employment or engage in any other work, business occupation or pursue any study course without the prior approval of the second party.

This contract is issued on the understanding that all the information given by the first party in his/her application form and documents is correct, true and complete. If it is found at any time that the information given is not complete and true and / or any significant information has been knowingly concealed or suppressed, the second party will have the right either to withdraw the letter of contract before the first party joins on contract agreement or terminate the contract at any time after the first party has taken up contract services with the second party without any notice or compensation.

()	()
Signed by First Party	Signed by authorized signatory of the Second Party
Name :.....	Name:.....
Address :.....	Address :.....
mobile no.	Office Phone No.-----
email.....	email ID.....
Dated :.....	Dated :.....
<u>WITNESS</u>	<u>WITNESS</u>
Signature	Signature.....
Name :.....	Name :.....
Address :.....	Address :.....
Dated :	Dated :

Annexure-I

Authorized Officer to enter into contract will be as under :

1. Project Director(EGS) for Headquarters or Commissionerate personnel.
2. District Programme Coordinator/ Additional District Programme Coordinator for District Headquarters personnel , Block MIS Managers and JTAs.
3. Block Development Officer cum Programme Officer for Block level personnel (other than as mentioned in 2 above)and Rozgar Sahayak
