

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

कमांकःएफ.10(7)ग्रावि / नरेगा / संविदा / 10–11 जिला कलक्टर एवं जिला कार्यक्रम समन्वयक, महात्मा गांधी राष्ट्रीय ग्रामीण रोजगार गारंटी योजना समस्त (राजस्थान)

जयपुर, दिनांक

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विषयः— दिनांक 28.02.2011 के पश्चात् महात्मा गांधी राष्ट्रीय ग्रामीण रोजगार गारंटी योजनान्तर्गत संविदा पर नियोजित कार्मिकों के लिए संविदा अनुबन्ध प्रपत्र का प्रारूप भिजवाने के संबंध में।

प्रंसगः— इस कार्यालय का आदेश क. एफ—2(23)ग्रावि / नरेगा / 2008 दिनांक 3.8. 09,समसंख्यक परिपत्र दिनांक 02.02.2011 एवं पत्र दिनांक 23.2.11

महोदय,

उपरोक्त विषयान्तर्गत प्रासांगिक आदेश / परिपत्र के अधिक्रमण में महात्मा गांधी नरेगा योजनान्तर्गत नियोजित किये जा रहे संविदा कार्मिकों के संबंध में निम्न दिशा निर्देश जारी किये जाते है:—

- 1. आपको विदित ही है कि महात्मा गांधी नरेगा योजना के कियान्वयन हेतु कार्यरत कार्मिकों पर किया जाने वाला समस्त व्यय योजनान्तर्गत श्रम एवं सामग्री पर किये गये कुल व्यय की अधिकतम 6 प्रतिशत सीमा में ही अनुमत हैं एवं यह व्यय भारत सरकार द्वारा निर्धारित दिशा निर्देशों से शासित होता है । भारत सरकार द्वारा जारी दिशा निर्देश कमांक 28012/3/05—06/नरेगा दिनांक 30.03.2007 द्वारा यह उल्लेखित किया गया है कि नरेगा योजनान्तर्गत कोई भी स्थाई पद सृजित नहीं किया जा सकता है और ऐसा करने पर भारत सरकार द्वारा कोई उत्तरदायित्व वहन नहीं किया जायेगा। इस प्रकार योजना के संचालन हेतु कार्मिकों का नियोजन संविदा/प्लेसमेंट एजेन्सी/आउट सोर्स के द्वारा ही किया जा सकता हैं।
- 2. नरेगा योजना पूर्णतया मांग आधारित योजना है। अतः योजनान्तर्गत प्रशासनिक व्यय को भारत सरकार द्वारा अनुमत 6 प्रतिशत सीमा में एवं विभागीय पत्र एफ. 21(23)ग्रावि / नरेगा / 2010 दिनांक 30.06.2010 में दिये गये निर्देशों अनुसार जिलों द्वारा 5 प्रतिशत सीमा में रखे जाने हेतु संविदा कार्मिकों का नियोजन किया जाये।
 - 2. महात्मा गांधी नरेगा योजना में संविदा कार्मिकों के संबंध में संविदा अनुबन्ध का पूर्व में वित्त विभाग के परिपत्र दिनांक 09.01.2007 के साथ संलग्न मानक प्रारूप में लागू किया गया था तत्पश्चात् वित्त विभाग के अनुमोदन उपरान्त समसंख्यक पत्र दिनांक 19.02.2010 एवं समसंख्यक पत्र दिनांक 16.03.2010 को सिम्मिलत करते हुये आंशिक संशोधन कर नवीन संविदा अनुबन्ध तैयार कर जिलों को भिजवाया गया था। इस संविदा के अनुबन्ध के प्रारूप के संबंध में माननीय उच्च न्यायालय, जोधपुर एस. बी सिविल रिट पिटीशन संख्या 6188/2009 हुकम सिंह एवं अन्य बनाम राजस्थान राज्य व अन्य एवं इस निर्णय/आदेश के साथ संलग्न अनुसूची में अंकित 28 रिट पिटीशनों में पारित निर्णय दिनांक 15.07.2010 के पैरा 7 एवं 9 में राज्य सरकार को निर्देशित किया है कि संविदा अनुबन्ध समाप्ति दिनांक 28.02.2011 से पहले ही, पूर्व

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संविदा अनुबन्ध दिनांक 09.01.2007 एवं 19.02.2010 के प्रावधानों की समीक्षा करें एवं आवश्यक समझे तो 28.02.2011 के बाद किये जाने वाले अनुबन्ध का नया प्रारूप तैयार करें। इसी प्रकार के निर्देश माननीय उच्च न्यायालय जोधपुर ने एसबी सिविल रिट पिटिशन न. 8237 / 09 में पारित ओंदश दिनांक 25.08.2010 में पंचायत समिति मण्डोर जिला जोधपुर, पंचायत समिति मावली जिला उदयपुर के रोजगार सहायकों के संबंध में भी दिये हैं। संविदा अनुबन्ध की समीक्षा कर विभाग द्वारा पूर्व में जारी परिपन्न दिनांक 02.02.2011 के साथ संलग्न अनुबन्ध के अधिकमण में दिनांक 09.01. 2007 को जारी अनुबन्ध के प्रारूप एवं वित्त विभाग की आई.डी कमांकः 101100638 दिनांक 26.02.2011 से प्राप्त राय अनुसार अनुबन्ध का नवीन प्रारूप संलग्न प्रेषित है। नवीन संविदा अनुबन्ध के कम में निम्नानुसार दिशा निर्देश दिये जाते हैं:—

- (अ) रोजगार सहायक का संविदा अनुबन्ध विकास एवं कार्यक्रम अधिकारी के साथ हस्ताक्षरित किया जावे। किनष्ट तकनीकी सहायक एवं लेखा सहायक के साथ किये जाने वाले संविदा अनुबन्ध पर जिला कार्यक्रम समन्वयक, ईजीएस के अनुमोदन उपरान्त अतिरिक्त जिला कार्यक्रम समन्वयक प्रथम एवं संविदा कार्मिक के हस्ताक्षर होंगे जिससे कि इन संविदा कार्मिकों की सेवाएं संविदा अविध में ही कार्य उपलब्धता अनुसार जिले की किसी भी पंचायत अथवा पंचायत समिति में आवश्यकता अनुसार ली जा सके।
- (ब) जिस अनुबंध पत्र के आधार पर वर्तमान में संविदा कार्मिक कार्यरत हैं तथा जिनका कार्य संतोषजनक है एवं जिसकी अविध दिनांक 28.2.2011 को समाप्त हो रही है, उसी अनुबंध पत्र के अंत में अनुलग्नक—'क' को संलग्न करते हुए इसमें निर्धारित इंगित स्थानों पर आवश्यक प्रविष्टि कर निर्धारित स्थान पर दोनों पक्षों के हस्ताक्षर करवाये जावे।
- (स) नव चयनित कार्मिकों से प्रथम बार संविदा नियोजन किये जाने की स्थिति में अनुबंध, अनुबंध प्रारूप—अनुलग्नक—'ख' में निष्पादित किया जावे एवं कालांतर में संविदा पदों का नवीनीकरण उक्त बिन्दु संख्या—ब अनुसार किया जावे।
- (द) जिन संविदा कार्मिकों के साथ लगातार 5 वर्ष तक संविदा अनुबंध किये जाने की अविध पूर्ण हो गई है, उनके साथ वित्त विभाग के परिपन्न दिनांक 9.1.2007 के अनुबंध के बिन्दु संख्या—1(ii) अनुसार एवं अनुबंध प्रारूप अनुलग्नक—'ख' के बिन्दु संख्या—1(ii) अनुसार पुनः संविदा नियोजन किये जाने पर अनुबंध, अनुबंध प्रारूप—अनुलग्नक—'ख' में निष्पादित किया जावे।
- 4. उक्तानुसार संविदा अनुबन्ध निष्पादित किये जाने वाले संविदाकर्मियों के संबंध में माननीय उच्च न्यायालय के अब तक के निर्देशों के मद्दे नजर निम्न स्पष्टीकरण भी दिये जाते हैं:—
 - (i) ऐसे ग्राम रोजगार सहायक जिनके साथ प्रथम बार संविदा अनुबंध निष्पादित किये जाने के एक वर्ष पश्चात उन्होंने लगातार दूसरे वर्ष भी अपनी संविदा सेवाएं दी है एवं उनके विरुद्ध उनकी संविदा सेवा असंतोषजनक होने के संबंध में कोई आदेश पारित नहीं किया गया है, तो उनको द्वितीय वर्ष में संविदा सेवा प्रारंभ करने के प्रथम महिने से ही पूर्व वर्ष के लिए नियत की गई मासिक संविदा अनुबंध राशि पर 10 प्रतिशत वार्षिक संविदा वृद्धि राशि यदि अभी तक नहीं दी गई है तो इस अंतर राशि का भुगतान दिनांक 30 अप्रेल,2011 से पूर्व किया जाना सुनिश्चित करें। इसी प्रकार से आगामी वित्तीय वर्षों के लिए भी कार्रवाई की जावे, परंतु इस प्रकार से भुगतान

कार्रवाई किये जाते समय यह सुनिश्चित किया जावे कि दिनांक 1.4.2010 को संविदा अनुबंधित किसी रोजगार सहायक को रूपये 3500 / — मासिक संविदा अनुबंध राशि के आधार पर अंतर राशि की गणना कर उपरोक्तानुसार भुगतान किया जावे।

- ऐसे ग्राम रोजगार सहायक जिनकी रिट याचिकाएं अभी भी माननीय उच्च (ii) न्यायालय में लिम्बित हैं एवं उनमें स्थगन आदेश प्रभावी है एवं यदि ऐसे ग्राम रोजगार सहायक इस वर्ष नये अनुबंध प्रारूप अनुलग्नक—क अनुसार पूर्व अनुबंध का नवीनीकरण करवा लेते हैं तो उन्हें 3500 / —रूपये मासिक संविदा अनुबंध राशि के रूप में दी जावे। यदि उनका गत वर्ष का कार्य संतोषजनक है तो उन्हें 10 प्रतिशत वेतन बढ़ोतरी 3500/— रूपये मासिक संविदा अनुबंध राशि मानते हुए दे दी जावे अर्थात् दिनांक 1.3.2011 से उनकी मासिक संविदा अनुबंध राशि 3850 / — रूपये होगी। यदि लम्बित न्यायालय प्रकरणों से संबंधित ऐसे ग्राम रोजगार सहायक दिनांक 1.3.2011 से 28.2.2012 की अवधि के लिए संलग्न अनुबंध अनुलंग्नक—'क' में पूर्व का का अनुबंध नवीनीकृत नहीं करते हैं तो उनको न्यायालय स्थगन की दिनांक को प्रभावी अनुबंध की शर्तों के अनुसार मासिक संविदा अनुबंध राशि ही दी जावे अर्थात् उनकी मासिक अनुबंध राशि रूपये 2500 / -- ही रहेंगी तथा उनका कार्य संतोषजनक पाये जाने पर 10 प्रतिशत वार्षिक संविदा अनुबंध राशि की बढ़ोतरी भी उक्त 2500 / — रूपये मासिक अनुबंध राशि पर ही दी जावेगी।
- (iii) दिनांक 28.12.2010 से संविदारत कनिष्ठ तकनीकी सहायकों की मासिक संविदा अनुबंध राशि रूपये 10000 के स्थान पर 13000 रूपये प्रतिमाह की गई है एवं उनके यात्रा एवं ग्रामीण भत्तों को इस राशि में सम्मिलित कर दिया गया है। अतः यदि किसी कनिष्ट तकनीकी सहायक द्वारा भी माननीय उच्च न्यायालय में संविदा अनुबन्ध प्रारूप दिनांक 19.02.2010 के संबंध में रिट याचिका दायर की गई है तथा उस पर माननीय न्यायालय का स्थगन प्रभावी है तो ऐसे कनिष्ठ तकनीकी सहायक यदि इस पत्र के साथ संलग्न नवीन अनुबंध प्रारूप परिशिष्ट अनुलग्नक—'क' पर हस्ताक्षर कर नवीनीकृत करते हैं तो उन्हें बढी हुई मासिक संविदा अनुबंध राशि रूपये 13,000 / – दे दी जावे। यदि वे इस संविदा अनुबंध प्रारूप परिशिष्ठ अनुलग्नक—'क' पर हस्ताक्षर कर पूर्व में निष्पादित संविदा अनुबंध को नवीनीकृत नहीं करते हैं तो न्यायालय के स्थगन के समय प्रभावी अनुबंध की शर्तों के अनुसार ही मासिक संविदा अनुबंध राशि देय होगी तथा उनका कार्य संतोषजनक पाया जाता है तो उनको संविदा अनुबंध राशि में वार्षिक बढ़ोतरी भी स्थगन के समय प्रभावी संविदा अनुबंध राशि अर्थात् रूपये 5,000 / — पर ही देय होगी।
 - (iii) नरेगा योजना के कार्मिकों के नियोजन के संबंध में दिशा निर्देशों की जानकारी के अभाव में अनेक संविदा कार्मिकों द्वारा माननीय उच्च न्यायालय में रिट याचिकाएं दायर कर दी जाती है, अतः समस्त निर्देशों की प्रति प्रत्येक पंचायत समिति के विकास अधिकारी को उपलब्ध करवायी जावे जो इसकी जानकारी प्रत्येक संविदा कार्मिक को उपलब्ध करवायें एवं न्यायिक प्रकरणों में स्वयं प्रभारी अधिकारी भी इस परिपत्र का उपयोग करें।

- (y)
- 5. यह संविदा अनुबन्ध प्रारूप प्लेसमेंट ऐजेन्सी द्वारा उपलब्ध कराये गये कम्प्यूटर ऑपरेटर मय मशीन पर लागू नहीं होगा एवं प्लेसमेंट ऐजेन्सी के साथ किये जाने वाला अनुबन्ध का प्रारूप विभागीय समसंख्यक पत्र दिनांक 24.04.2010 अनुसार ही होगा।
- 6. यह भी उल्लेखनीय है कि दिनांक 7.3.2011 तक उक्तानुसार समस्त कार्रवाई संपादित की जावे एवं न्यायालय प्रकरणों में स्थगन के अलावा जो संविदा कार्मिक उक्तानुसार संविदा अनुबंध पर हस्ताक्षर नहीं करते हैं तो उनके संविदा पदों को रिक्त मानते हुए इन पदों को उसी वर्ग हेतु आरक्षित मानते हुए नये सिरे से उक्त निर्देशों को ध्यान में रखते हुए संविदा पर भरने की कार्रवाई की जावे।

संलग्न :— 1 29 रिट पिटीशन की सूची

- 2. संविदा अनुबन्ध प्रारूप परिशिष्ट अनुलग्नक— 'क' व 'ख'
- 3. विभाग के आदेश दिनांक 18.05.2010 की प्रति।

भवदीय,

(सी.एस.राजन) प्रमुख शासन सचिव

प्रतिलिपि मुख्य/अतिरिक्त मुख्य कार्यकारी अधिकारी (अतिरिक्त जिला कार्यक्रम समन्वयक, ईजीएस प्रथम एवं द्वितीय), जिला परिषद समस्त राजस्थान को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

परि. निदे. एवं पदेन उप सचिव,ईजीएस

RENEWAL OF PREVIOUS AGREEMENT FOR SERVICES ON CONTRACT BASIS

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

- 1. PERIOD OF RENEWED CONTRACT:
- (i) The period of contractual appointment shall be from (date)up to --/---/20 (date).
- (ii) The period of contract can however be renewed by mutual consent for a period of not more than one year at a time but will not in any case exceed five years in all or the date on which the plan scheme / project closes, whichever is earlier. In case of external /Central Govt. funding for project stops before the normal date of closure for any reason whatsoever, agreement shall stand terminated automatically at the end of one month from the date of such intimation by the second party to the first party.

2. <u>SERVICES TO BE RENDERED AND CONSIDERATION THERE</u> <u>OF:</u>

- (i) The first party will present himself/herself 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.
- (ii) In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs (in words Rs.)per month.

No other amount shall be payable to the first party other than compensatory allowances described later in this agreement.

3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:

Monthly package 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 upto 15th of the following month.

4. OTHER TERMS AND CONDITIONS

As per Annexure-II

5. ANNUAL REVISION

Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise the consolidated package by an amount not exceeding 10% of preceding year's package amount for the ensuing year.

6. <u>ACTION AGAINST FIRST PARTY:</u>

- (i) Any misconduct on the part of first party, if proven, after an enquiry by second party, shall entitle second party to terminate contract services of first party.
- (ii) Any unauthorized or willful absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.
- (iii) 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 can not be adequately be recovered from it then as an arrear of land revenue.

7. TERMINATION OF CONTRACT:

- (i) The contract can be terminated with notice of one month by the first party or by depositing one month's package / contract amount in lieu of notice.
- (ii) Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract or deduction from the consolidated monthly package.
- (iii) The agreement / contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for service rendered after expiry of stipulated date of contract.
- (iv) In case of any loss or misappropriation of Government funds by the first party, contract shall be terminated by the second party.

8. 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 action under the agreement.

8. **GENERAL**:

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

() (
Signed by First Party	Signed by authorized signatory of the Second Party
Name :	Name :
Address:	Address:
Dated :	Dated :
Name:	Address :
WITNESS	WITNESS
Signature	Signature
Name :	Name :
Address:	Address:
Dated :	Dated :

Annexure-I

Authorized Officer to enter into contract will be as under:

- 1. Block Development Officer cum Programme Officer for Gram Rozgar Sahayak.
- 2. Additional District Programme Coordinator I with the approval of the DPC for all other contractual personnel at Block or District level.
- 3. Project Director(EGS) for Headquarters or Commissionerate personnel with the approval of Commissioner & Secretary, EGS.

OTHER TERMS AND CONDITIONS OF ENGAGEMENT OF FIRST PARTY

- (i) Leave 15 days leave in a calendar year shall be allowed to first party on proportionate basis e.g. if first party joins on 1st July then he/she shall be allowed seven and half days leave. Similarly, if he/she is appointd from 1st December, then he/she shall be allowed leave of one and a quarter day only. Leave shall accrue on monthly basis. However, second party can permit use of leave to accrue during a calendar year only in advance for deserving reasons. Unavailed leave shall stand lapsed at the end of calendar year.
- (ii) 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.
- (iii) Medical Reimbursement During a period of contractual appointment, the first party shall avail mediclaim insurance policy upto Rs. 1 lac, offered by State Insurance Department or from any other insurance company. In case, first party opts to avail it from any other insurance company, the premium paid by first party would be reimbursed by the second party upto Rs. 500/- per annum on production of receipt of the premium paid.
- (iv) Gazetted/Restricted Holidays Holidays gazetted by Government of Rajasthan (except regular Saturdays) shall be admissible to first party. However, no restricted holidays shall be admissible.
- (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.
- (vi) **Travelling Allowance** In case of tour as directed by second party, first party shall be eligible for travelling allowance as under:



- (a) Travel cost First party shall be eligible for travel allowance as under and as per the directions issued by this Department in this regard from time to time (strike out whichever is not applicable):
 - i) Travel in Express bus/ IInd class in rail for contractual appointees availing package below Rs. 10000/- per month.
 - (ii) Travel in Delux bus/ III AC rail for contractual appointees availing package above Rs. 10000/- per month.
- **(b) Daily allowance** The first party shall be admissible for daily allowance at the rate of following entitlements: (strike out whichever is not applicable):
 - i) Rs. 50 per day for contractual appointees availing package below Rs. 10000/- per month.
 - ii) Rs. 75 per day for contractual appointees availing package above Rs. 10000/- per month.
- (c) Local Transport on Govt. Tour: Rs. 3 per k.m. from office/residence to Bus/Railway station and vice-versa.
- (vii) **Gratuity** Payment of gratuity shall be made as per provisions of "Payment of Gratuity Act", if admissible and applicable.
- (viii) Annual Appraisal An annual appraisal report shall be prepared by the second party depending upon contractual services rendered by the first party for the last contract period as per the letter no. F 30(53)RD/NREGA/2010 dated 28-07-2010 and letter no. PS/RD&PR/2008 dated 01-10-2008 of the Principal Secretary, Rural Development & Panchayati Raj Department, Government of Rajasthan.
- (ix) First party shall not be entitled for any Government accommodation.
- (x) No deduction towards RPMF/GPF/SI/Accidental Group Insurance Scheme shall be paid from package of first party.
- (xi) First party shall not be entitled for any regularization or any special preference in regular recruitment.
- (xii) First party shall not be provided any loans and advances by the second party.

- (xiii) No bonus shall be payable to first party.
- (xiv) The first party shall get himself/herself covered under any accidental insurance scheme. For this purpose, first party can join the accidental insurance scheme from SI Department or opt for accident insurance coverage from any other insurance company for which an annual premium of Rs. 150/- shall be reimbursed by the second party on production of receipt.
- (xv) No terminal leave shall be admissible on termination of the contract.
- (xvi) TDS on income if due shall be recovered from package payable to first party.

(xvii) General Conditions, Ethics and Observance -

- (a) The first party shall observe general satisfactory conducts and ethics at the level expected under orders/rules and instructions issued by higher authorities/second party.
- (b) The contract services of the first party shall be non-transferable.
- (c) The first party will not participate in any tender or bid related to his contractual appointment or 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.
- (d) All manufacturing or construction departments / organizations / consultancies etc. with which the first party might be associated with, will not be eligible to participate in bidding for any goods or works/consultancy etc. resulting from or associated with the project of which this first party assignment forms a part.
- (e) In case uniform/livery is compulsory, the first party will comply the instructions, for which no extra payment will be made by second party.

परिशिष्ठ अनुलग्नक—ख

AGREEMENT FOR SERVICES ON CONTRACT BASIS

(To be printed & executed on Rs 100/- nonjudicial stamp paper)

Article of Agreement made this day, the (Date)between
Shri/Smt./Kumson/wife/daughter ofresiding
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:
A LINE OF COLUMN AND A STATE OF THE STATE OF
(i) The period of contractual appointment shall be from(date) up to/
/20 (date).
(ii) The period of contract can however be renewed by mutual consent for a period of
not more than one year at a time but will not in any case exceed five years in all or
the date on which the plan scheme / project closes, whichever is earlier. In case of
external /Central Govt. funding for project stops before the normal date of closure
for any reason whatsoever, agreement shall stand terminated automatically at the
end of one month from the date of such intimation by the second party to the first
party.
2. <u>SERVICES TO BE RENDERED AND CONSIDERATION THERE OF:</u>
(i) The first party will present himself/herself 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.

No other amount shall be payable to the first party other than compensatory allowances described later in this agreement.

3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:

Monthly package 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 upto 15th of the following month.

4. <u>OTHER TERMS AND CONDITIONS:</u>

As per Annexure-II

5. ANNUAL REVISION:

Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise the consolidated package by an amount not exceeding 10% of preceding year's package amount for the ensuing year.

6. ACTION AGAINST FIRST PARTY:

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9. **GENERAL**:

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

()	(
Signed by First Party		Signed by authorized signatory of the Second Party
Name :		Name :
Address :	· • • • •	Address:
Dated :		Dated :
Name:	• • •	Address:
WITNESS		WITNESS
Signature		<u>Signature</u>
Name :		Name :
Address:		Address :
Dated :		Dated :

Authorized Officer to enter into contract will be as under:

- 1. Block Development Officer cum Programme Officer for Gram Rozgar Sahayak.
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- (ii) 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.
- (iii) Medical Reimbursement During a period of contractual appointment, the first party shall avail mediclaim insurance policy upto Rs. 1 lac, offered by State Insurance Department or from any other insurance company. In case, first party opts to avail it from any other insurance company, the premium paid by first party would be reimbursed by the second party upto Rs. 500/per annum on production of receipt of the premium paid.
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- (xiii) No bonus shall be payable to first party.
- (xiv) The first party shall get himself/herself covered under any accidental insurance scheme. For this purpose, first party can join the accidental



insurance scheme from SI Department or opt for accident insurance coverage from any other insurance company for which an annual premium of Rs. 150/- shall be reimbursed by the second party on production of receipt.

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- (e) In case uniform/livery is compulsory, the first party will comply the instructions, for which no extra payment will be made by second party.
