

AGREEMENT

Article of Agreement made this day, the between Shri/Smt./Kum. son/daughter of Residing presently at(the first Party) and (Designation of hiring authority representing the PSU/Society constitute by Government of Rajasthan) the second party.

Whereas the second party has agreed to hire services of first party for ¹ in short² on contract basis for the ³ programme/scheme funded fully/ substantially by ⁴ and the first party has agreed to provide these services to the second party in that capacity for the period 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 appointment shall be from ⁵ to ⁶
- (ii) The period of contract can however be extended 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/projects/programmes closes, whichever is earlier. In case of external/ Central Government 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 second party to the first party.

2. SERVICES TO BE RENDERED AND CONSIDERATON THEREOF

- (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 ⁷ and described in detail in a job chart attached as Annexure – 1⁸ to this agreement.
- (ii) In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs ⁹ per month.

No other amount shall be payable to the first party other than compensatory allowances described later in this agreement and a contribution of Rs. (Representing 10% of the consolidated amount) as second party's contribution for the Contributory Pension Fund under the New Contributory Pension Scheme.

3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED

Monthly package amount shall be paid only on submission of monthly bill of service rendered to the satisfaction of second party of his/her authorized officer. First Party will submit bill by the 5th of the following month and second party will arrange to make payment up to 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. ACTION AGAINST FIRST PARTY

- (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party, shall entitle second party to terminate 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.

7. 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 shall be competent authority for termination of contract.
- (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.

8. STANDARDS OF SERVICE

The first party shall carry out the assignment in accordance with the highest standard 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.

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 or compensation.

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**Signed by First Party
signatory**

Name :
Address :
Date :

WITNESS

Signature :
Name :
Address :
Dated :

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**Signed by authorized
of the Second Party**

Name :
Address :
Date :

WITNESS

Signature :
Name :
Address :
Dated :

**The main terms and conditions of the Standard
Contract documents.**

- (i) Contract shall be for fixed period only which may be extended by mutual consent thereafter.
- (ii) Appointee would be paid a consolidated package. The package amount would include the element of House Rent.
- (iii) The package amount based on quality and efficiency of service rendered in the preceding year may be revised for the ensuing year by the amount not exceeding 10% of preceding year's package amount.
- (iv) Leave upto 20 days only in a calendar year to be allowed.
- (v) Maternity Leave to female employee upto 180 days to be allowed.
- (vi) Medi-claim insurance policy upto rupees one lac. Premium upto Rs. 500/- per annum to be reimbursed on production of receipt.
- (vii) Gratuity payment as per provisions of Payment of Gratuity Act, 1972.
- (viii) Provision for Travel compensation.
- (ix) Provisions for Contributory Pension Scheme (10% of the consolidated amount by the employer and employee both).
- (x) Provisions for Accidental Insurance Scheme.

**OTHER TERMS AND CONDITIONS OF
ENGAGEMENT OF FIRST PARTY**

- (i) **Leave** : 20 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 10 days leave. Similarly, if he/she is appointed from 1st December, then he/she shall be allowed leave of 1½ 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** : Maternity leave upto 180 days would be admissible to the female employee who have less than two surviving Children. If there is no surviving child after availing it twice, maternity leave may be granted on one more occasion. Payment of leave shall be made as per the rate of remuneration/contractual amount paid on the day before leave commence.
- (iii) **Medical Reimbursement** : During the period of contractual appointment, first party shall avail mediclaim insurance policy upto Rs. 1 lakh, offered by State Insurance Department or from any other Insurance Company. In case, first party opts to avail it from any Insurance Company other than State Insurance Department, the premium paid by first party would be reimbursed by second party upto Rs. 500 per annum on production of receipt.
- (iv) **Gazetted / Restricted holidays** : Holidays gazetted by Government of Rajasthan shall be admissible to first party. However, no restricted holidays shall be admissible.
- (v) **Permission for leaving Headquarters** : First party will not leave headquarter without prior permission of 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 provided reimbursement of travel cost on production of tickets of class (here specify his / her entitlement)
 - (b) **The rate of Daily Allowance** shall be determined at the rate of 1% of the package amount for the employees providing manual, clerical, ministerial, computer service and 0.75% (minimum Rs. 100/-) for professional/officer services.
 - (c) **Local Transport** : Rs. 3/- per km from office / residence to Bus / Railway stations & 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 will be prepared by second party on the basis of **annual performance of first party**, which shall also form basis of extensions of agreement period under condition No. 1 and annual revision under condition No. 5 of the agreement.
- (ix) First party shall not be entitled for any Government accommodation.
- (x) No deduction towards RPFM/GPF/SI/Accidental Group Insurance Scheme shall be paid from package of first party.
- (xi) First party shall not be entitled for any regularization of service 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. 500/- 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 first party shall be non-transferable.
 - (c) 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.
 - (d) All manufacturing or construction departmental 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.