

Duties & Responsibility of work supervisor

1. Giving layout of works.
2. Supervision of execution of works through contractors.
3. Note down in site order book any works done below specification.
4. Taking measurements himself and assist AE/EE in taking measurements and checking there of.
5. Reporting of consumption of materials like steel, cement etc. according to physical progress of works.
6. To assist AE/EE in carrying out Quality Control Tests maintenance of Quality Control Registers as per PWD norms.
7. Not to leave work site with out permission of AE/EE.
8. To assist in preparation of monthly progress report of works and point out any handicaps, obstructions in works.
9. Maintenance of daily diary of works done by him and put up weekly to AE for his perusal.

17.7.27-11/14

Signature

Signature

Signature

Signature

**(TO BE PRINTED ON RS 100 NON-JUDICIAL STAMP PAPER BY
THE HIRING ORGANIZATION)**

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 constituted by Government of
Rajasthan) the second party.

Whereas the second party has agreed to hire services of first party for
_____ in short _____ on contract
basis for the _____ programme funded fully / substantially
by _____ 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
HEREIN RESPECTIVELY AGREE AS FOLLOWS :

1. PERIOD OF CONTRACT :

- (i) The period of contractual appointment shall be from _____ to
_____ / _____ / 200__.
- (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/ 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 second party to the first
party.

**2. SERVICES TO BE RENDERED AND CONSIDERATION
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 _____ and described in detail in a
job chart attached as Annexure - I^B to this agreement.
- (ii) In consideration of the services desired in (i) above, the second party
shall pay a consolidated package amount of Rs _____ per month.

No other amount shall be payable to the first party other than compensatory allowance 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.

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 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, revise¹⁰ 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 etc.
- (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

()
Signed by authorized signatory of the
Second Party

Name :
Address :
Dated :

Name :
Designation :
Dated :

WITNESS

WITNESS

Signature

Signature

Name :
Address :
Dated :

Name :
Address :
Dated :

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**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 two months each for maximum two children would be admissible to female employees.
- (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 other Insurance Company, 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 headquarters without prior permission of second party or his/her authorized authority in this regard.
- (vi) Traveling Allowance : In case of tour as directed by second party, first party shall be eligible for traveling 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)¹¹.
- (b) Daily Allowance : The first party shall be allowed daily allowance at the rate of Rs. _____ per day.¹²
- (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 monthly report, which shall also form basis

of extensions of agreement period shall be 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 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 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 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.

* * *

Medical Certificate

I hereby certify that I have examined _____ and cannot discover that she has any disease, constitutional weakness or bodily infirmity. I do not consider this to be a reason for disqualification of the candidate for employment under the office of _____

Signature of the candidates Attested _____

Left thumb and finger impression of the candidate

Signature of the examining physician _____

Registration Number _____

Place _____

Date _____

Certificate of Character

Certified that Shri/Smt/Kumari has worked with (name of the organization) during to (period) and on the basis of his/her conduct during his/her employment with the organization, I have no hesitation to state that to the best of my knowledge and belief he/she bears reputable character and has no antecedents which render him/her unsuitable for employment

Shri/Smt/Kumari is not related to me.

Place:

Name & Signature:

Date:

Designation: