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DISTRICT RURAL DEVELOPMENT AGENCY, GAJAPATI,

No. 4622 /Estt.-II/134/21

Dated. 16-12-2021

INTIMATION LETTER

To

**All 50 (fifty) Nos of selected candidates.
(As per list)**

In pursuant to DRDA Advertisement No. 4586, dated 18.06.2021, you have been finally selected for the post of GRS in Gajapati District under MGNREGA on Annual Contract basis. Hence you are hereby instructed to attend the office of the DRDA, Gajapati on 20.12.2021 at 11.00 AM with the following documents to receive the engagement order.

It is to inform you that, the sample format of Agreement and Undertaking are available in the District Website (www.gajapati.nic.in). Download the said sample format and submit agreement duly filled in non-judicial stamp paper for execution of agreement with the Collector-cum-CEO, Zilla Parishad, Gajapati.

1. Agreement in the non-judicial stamp paper worth of Rs. 100/-
2. Prescribed Undertaking format attached with this letter.
3. Two recent Passport size photograph.

By order of Collector, Gajapati

Project Director,
DRDA, Gajapati.

Memo No. 4623 /

Dated. 16-12-2021

Copy along with copy of the sample format of Agreement and Undertaking sent to the DIO, NIC, Gajapati for information with a request to upload the same in District Website for information of all the selected candidates.

Encls As above

Project Director,
DRDA, Gajapati

UNDERTAKING

"I am quite aware that the engagement offered is purely temporary and for a specific purpose of executing the work under MGNREGA and this is not a permanent job. Hence, I solemnly affirm that I would not claim my permanent absorption in the job under State Government / Zilla Parishad / Panchayat Samities / Gram Panchayats etc.

Further, I undertake not to approach any Court of Law for engaging any on permanent basis under the State Government and any other organization merely on the ground of my engagements as Gram Rozgar Sevak".

Signature of the Candidate

AGREEMENT

This agreement is made on the _____ day of _____, 2021 BETWEEN the Collector-cum-CEO, Zilla Parishad, Gajapati hereinafter called the '**First Party**' in one part.

AND

Shri/Smt./Kumari _____, Son/Daughter of Shri _____ aged about _____ Years of Village- _____, P.O. _____ P.S. _____ PIN – _____ District – Gajapati hereinafter called the '**Second Party**' in other part.

AND WHEREAS, the **First Party** has agreed to engage / renew the contract of the **Second Party** on contractual basis on the terms and conditions specified hereunder and the **Second Party** has agreed to enter into this contract and affirmed to abide by the specified terms and conditions of this agreement.

NOW, THIS AGREEMENT WITNESSES and parties hereto, do hereby agree as follows:

1. The **First Party** hereby engages the **Second Party** on contractual basis with a consolidated remuneration to render his/her services as Gram Rozgar Sevak of _____ Gram Panchayat under _____ Block of Gajapati District for a period of **three months/ six month / one year** from dated _____ to _____. This agreement shall, ipso-facto, be terminated on completion of the date specified for which no formal notice or order is required to be issued by the **First Party**. The contract shall stand rescinded on the expiry of the period.

2. The engagement of the **Second Party** has been made on a clear understanding that he/she has supplied all necessary information to enable the **First Party** to adjudge his/her fitness for the job. If it is found later that the **Second Party** has given wrong or insufficient information or misrepresented the facts; the agreement shall be **terminated without any notice**.

3. The place of posting of the **Second Party** shall be at _____ Gram Panchayat. The **First Party** reserves its right to transfer the **Second Party** to any other Gram Panchayat of the District as and when required in the greater interest of implementation of the MGNREG Scheme and in view of administrative exigencies.

4. The **Second Party** shall abide by the orders of **First Party** or **Officers/ Authorities** under whom he/she may, from time to time, be placed by the **First Party**, and shall, at all times obey the rules prescribed and shall discharge, whenever required, such duties as may be assigned.

5. This engagement is contractual in nature on full-time basis and the **Second Party** shall not take up any other full-time / part-time engagement or assignments elsewhere or do any business during the period of the agreement with the **First Party**.

6. The **Second Party** shall not claim service benefits as admissible to the State Government employees.

7. The **Second Party** shall be entitled for consolidated monthly remuneration of Indian **Rs. 7000 /- (Rupees Seven Thousand only)** for his / her services.

8. The monthly remuneration and other entitlement shall be paid to the **Second Party** by crediting the amount into his/her Bank Account for which the **Second Party** has to open an account in the Scheduled Commercial Bank preferably Public Sector Bank.

9. The **Second Party** shall be entitled for the 10 days casual leave during a Calendar Year in addition to weekly off days. The **Second Party** shall be entitled for National Holidays and Festival Holidays as declared by the Government of Odisha.

10. The **Second Party** shall perform his / her duties as set forth in the job description prescribed by the Competent Authority. Additional duties may be assigned and the job description may be modified from time to time by the Competent Authority keeping in

View the changing circumstances and needs in the greater interest of implementation MGNREGS. The **Second Party** agrees to perform all the duties set forth in this job description as well those assigned by the **First Party/ Competent Authority** from time to time.

11. This agreement may be renewed by the **First Party** for a further period of three **months/ six months/ till completion of the contract** subject to satisfactory performance of the **Second Party** based on **quarterly/ annual performance review** and requirement of his/ her service under MGNREGS.

12. Statutory deduction(s)/ contribution(s) if any will be made from the consolidated remuneration of the **Second Party** by the Competent Authority each month.

13. While in contract with the **First Party** or at any time thereafter, the **Second Party** shall not divulge any information or knowledge gained and acquired by him/ her during the period of agreement which could be detrimental to the interest of the **First Party and Government as well**.

14. The title rights, copyrights and all other rights of any nature in any material produced by the Gram Panchayat under the period of this contract shall be exclusively vested with the **First Party**.

15. During the period of contract, the **Second Party** shall not participate in any political party activity or contest for election any local or legislative body.

16. The **Second Party** would conduct herself/ himself properly at all times with absolute integrity, devotion to duty & decorum of conduct with due regard to the direction of the **First Party** and abiding by the Staff Code of Conduct. The **Second Party** shall not do anything in any manner which will be prejudicial to the dignity and credibility of the **First Party and administration**.

17. The **Second Party** is required to discharge his/ her duties in a professional and honest manner for accomplishment of tasks of entrusted by **First Party** and to abide by law of the land.

18. The **Second Party** will also conduct field visit as and when required by the Authorities in exigencies of public service & implementation of the programme objectives of MGNREGS.

19. The **Second Party** shall not demand or accept any illegal gratification, gift or payment etc., from any person / supplier / vendor for passing any bills, for showing any undue favour and in the event of its violation, the **Second Party** shall be liable for disciplinary, civil/criminal actions as deemed proper in the circumstances.

20. The **Second Party** shall not use Social Media to ventilate his / her grievance relating to his service which are required to be submitted only through the proper channel.

21. The **Second Party** shall not write articles, or release statements in the print/ electronics/ social media on the policy or action of the Government.

22. This agreement may be terminated by either party by giving one month's notice in **writing or on payment of one month's remuneration by the Second Party or on the grounds of misconduct.**

23. **Suppression of correct information or furnishing false/ fabricated information / forged documents** in the application shall render the **Second Party** liable for removal from service in addition to other legal action to which he/she may be liable under the prevalent law.

24. The **First Party** reserves its right to rescind the contract if the **Second Party** violates any of the conditions specified in this agreement during the period of the contract by giving reasonable opportunities to the **Second Party**.

25. This contract agreement shall be terminated automatically without any notice, if the **Second Party** remains unauthorized absent from duty for **more than 10 consecutive working days/ for criminal prosecution / implicated in Prevention of Corruption Act, 1988/Prosecution in Vigilance cases/ misdemeanour** and deliberate negligence in duties & wilful disobedience of order and violation of Instruction of the Comprehensive Guidelines issue for selection and engagement of Gram Rozgar Sevak under MGNREGS vide letter no. 6681 dated 06.04.2018 and subsequent clarification/modification of the Guidelines which will tantamount to gross **misconduct**.

26. Any duties rendered under this agreement by the **Second Party** shall not confer him/her any right under any circumstances whatsoever to claim for any scale of pay or to be appointed on regular basis in any State Government Organization.

27. The **Second Party** shall not claim for permanent absorption in Government Service in future.

28. Notwithstanding anything contained herein before, or in any rules, regulations, bye-laws, manuals, instructions, lawful orders, etc. as and when framed and issued by the **Competent Authority** relating to the conditions of the contractual engagement and additions, amendments, modifications, alterations, etc. made in the said conditions of service from time to time shall be applicable to the **Second Party** irrespective of whether these matters are provided for herein or not.

29. In case of any dispute between the **First Party** and the **Second Party** in respect of the interpretation, conduct or performance of any term of this agreement or with regard to claims the same shall be referred to the **Director, Special Projects-cum- Mission Director, MGNREGS Odisha Society** whose decision in the matter shall be final and binding on both the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed in their respective names on the day and year first above written.

FIRST PARTY

SECOND PARTY

(Authorized Signatory with Seal)

(Full Signature)

WITNESS

WITNESS

1. Signature

1. Signature

Name.....

Name.....

Address.....

Address.....

2. Signature

2. Signature

Name.....

Name.....

Address.....

Address.....