

**AGREEMENT OF HIRED ENGAGEMENT OF
ACCOUNTANT CUM COMPUTER OPERATOR UNDER FOURTEENTH FINANCE
COMMISSION AWARD**

This Terms and condition of Contractual Engagement is made on this day of (month) (Year) between **The Gaon Panchayat Secretary of** **Gaon Panchayat**, representing The Department, Panchayat and Rural Development Department, Assam hereinafter referred to as Employer andS/O/D/O Address..... hereinafter referred as Contractual employee.

Whereas the parties to the Terms and Condition of Contractual Agreement are recording the following Terms and Conditions for the agreement.

Therefore, in presence of the witnesses as mentioned below, the following Terms and Conditions are hereby agreed by and between the parties.

1. **Designation:** - The hired employee as engaged by the employer will be designated as Accountant –cum- Computer Operator, under Fourteenth Finance Commissioner Award.
2. **Duration of Contract:** - The engagement shall be purely on contract basis for the period of 6 (six) months from the date of engagement, unless terminated earlier. The services of the hired employee shall stand automatically terminated at the expiry of the hired period, unless terminated earlier, without any necessity of the employer giving any notice to the hired employee and without any liability on the part of the employer to pay any retrenchment or other compensation or other amounts to the hired employee. The contract may also be terminated without assigning reason before the contract period by either party subject to giving one month's advance notice to the other party.
3. **Administrative Control:** - The services of the hired employee will remain solely under the direction, control and superintendence of the the Gaon Panchayat Secretary and the Chief Executive Officer of Zilla Parishad, Assam.
4. **Transfer and relinquish of post:** - The hired employee cannot claim transfer to any other establishment. In terms of breaking time duration of engagement, the hired employee shall have to inform the GP Secretary 1 (one) month ahead of his relinquishment from his contracted post; otherwise the hired employee, so left, shall be penalised one month remuneration entitled by him/her and the amount shall have to redeposit to the account of the Employer by the concern hired employee. The hired employee shall have to sign a bond accordingly.
5. **Self learning:** - The hired employee undertakes to go through various guidelines of schemes implemented by the Panchayat & Rural Development Department and various aspects of PES applications (Panchayat Enterprise Suit applications) related to his / her job himself / herself and always be updated. Lack of

knowledge shall not be treated as a genuine ground if some anomaly is noticed in his / her job performance.

6. **Job Chart** :- The hired Staff would perform his / her duties as required to be performed for successful implementation Schemes implemented by the Panchayat & Rural Development Department, Preparation and implementation of Gaon Panchayat Development Plan (GPDP) under Fourteenth Finance Commission, PES applications under E-Governance. Activity to be performed will be informed from time to time by the Commissionerate, Panchayat & Rural Development Department and the hired employee shall be bound to perform those duties to the fullest satisfaction of the P&RD Department. It is to be noted by the hired employee that in this type of work, there is no duty hours and in case of necessity, work must be performed on 24 x 7 basis.

Further, the hired employee is entrusted to do the following functions:-

- To assist the GP Secretary, to send the information through print/electronic way to concerned officers.
 - To maintain the general and programmatic accounts of the GP on prescribe format.
 - To maintain GP level online accounting system i.e. PRIA Soft.
 - Maintained all records of Programmes/Schemes/Projects implemented by the P&RD Department at GP level.
 - Timely submission of Utilization Certificate of various programmes implemented by the GP
7. **Training:** - The hired employee may have to undergo training programme on Financial Management, PRIA Soft, Tally, Office Procedure, PES Applications etc. The purpose of induction is to ensure the effectiveness of the employee so that Panchayat can discharge their functions appropriately.
8. **Remuneration:** - The hired employee would be paid a fixed remuneration on receipt of satisfactory performance report. This is lump sum remuneration and no further allowances are admissible on the basis of actual cost. No claim by the hired Staff in this regard shall be entertained. The hired Staff shall be solely responsible for payment of Income Taxes that may be due and the P&RD Deptt. has nothing to do in this regard. The monthly remuneration is fixed @ Rs.8000/- per month.
9. **Full time engagement** :- This engagement shall be on full time basis and the hired employee shall not take up any other activity, or work, or hold any position elsewhere which may hamper his duty as assigned hither to or may be prejudicial to the interests of the P&RD Department.
10. **Non disclosure of information:** - The hired employee undertakes not to disclose divulge or make public, except on legal obligation, any information that he / she may acquire in course of his /her work without the written consent of the Employer.

11. **No claim for regularisation in the P & RD Deptt:-** The hired employee shall have no right or claim or preference either for regular employment in the P &RD Department or for regular employment in any Govt. job or for regularisation or for extension of the period of the contract, on account of his / her engagement on contract basis as detailed in this agreement and the hired employee undertakes not to make any such claim at any point of time. It is expressly stated and agreed that the contractual employee shall not claim any right to be treated as a Government Servant or be absorbed in Government Service or in the P&RD Department at any point of time.
12. **Termination of Contract :-**The Employer reserves the right to terminate the hired agreement at any point of time if it is found that the services rendered by the hired employee is not satisfactory, or if it is found that any declaration of information furnished by him / her proves to be false or wilfully suppressed, or if there is any breach of any of the terms and condition of this terms of Contractual Engagement, or if the hired employee is found to be involved in any act that may become embarrassing for the Employer in this regard shall be final and binding on the contractual employee and shall not be subject to challenge.
13. **Leave:** - The hired employee will be entitled for one day paid casual leave for each completed month of service. The casual leave may be accumulated during the contract period subject to a maximum of 6 days. If fresh contract is signed with the same person, the leave shall not carry over to the new contract period. No other kind of leave shall be admissible to the contractual employee. Further if leave taken exceeds than the permitted leaves or any unauthorised absence is found the Contractual Employee is liable for deduction of salary of the counted number of days.
14. **On tenure completion :-** Upon completion of tenure or otherwise, the hired employee undertakes to handover all articles, books of accounts, documents, assets entrusted to him / her or may have come into his / her possession during the period of contract and he undertakes to obtain a clearance certificate for the same forthwith. In default, he / she is liable for consequences, besides compensating the same.
15. **Code of Conduct:** - The Contractual employee undertakes to act and function with professional, utmost care, skill, diligence, honesty, good faith and integrity as well as high moral and ethical standards. The contractual employee also undertakes to compensate any losses sustained by the P&RD Deptt on account of his / her action / inactions.
16. **Not to sign on behalf of the Employer:** - The contractual employee is not authorised to sign for or on behalf of the Employer unless he is authorised in writing.
17. **Availability of fund:** - All payment of remuneration to the above hired engagement shall be borne by the Gaon Panchayat from the 10% of the Basic Grant under Fourteenth Finance Commission Award. The duration of contract should also be reviewed periodically based on fund availability under the proper head.

18. **Fresh contract:** - After expiry of the duration of the contract, fresh contract may be signed with same person subject to satisfactory performance during the earlier contract period. Old contract will not be renewed. Validity of contract must be ensured before payment of remuneration.

19. **Self performance report:** - All hired employee will submit a performance report on the works performed during the month on 1st day of the succeeding month to CEO, Zilla Parishad through GP Secretary.

(Signature of the Contractual Employee)

(Signature of the Gaon Panchayat Secretary)

Name:

Name:

Address:

Address:

Dated:

Dated:

Witness No. 1

Witness No. 2

Address:

Address:

Dated:

Dated: