CIRCULAR

TV (3) 40979/16/ATMA Dated Thiruvananthapuram 18th December 2016

Sub: Posting of contract staffs under various schemes of Agricultural Development and Farmers Welfare Department- Further Instruction Issued:-

Ref: Circular No. CA.77/DA/2016 dated 30/09/2016 of Director, Department of Agricultural Development and Farmers Welfare

In continuation to the circular referred above, it is informed that the service of all the contract staff working under various schemes (Crop Health Management, ATMA, VDP, LEADS, Mobile Agro Clinic, Hi-tech Farming, Organic Farming, NeGPA, etc.) of Department of Agricultural Development and Farmers Welfare during the year 2016-17 may be terminated as and when their term expires. Proposals need not be send for their continuance as given in the circular referred above.

The Principal Agricultural Officers /Project Directors ATMA shall advertise all the posts that are to be vacant in each category of every contractual engagement and prepare a rank list as directed in the circular referred above. At least one month before the expiration of the period of expiry of contract of any one employee of that category, Principal Agricultural Officers /Project Directors ATMA shall ensure the posting of candidates from the new list as early as possible without affecting the continuity of scheme implementation. The newly engaged employees shall be directed to enter into a
contract on a stamp paper worth Rs. 200/- as per the format attached herewith before engaging them. The Principal Agricultural Officers /Project Directors ATMA shall specify the duties and responsibilities of the person so engaged in the contract as serial No.11 and that the outputs/ work reports submitted on daily/ weekly basis shall also be clearly specified.

Copy of the agreement format is enclosed herewith.

Sd/-
Director
Department of Agriculture Development
And Farmers Welfare

To
All Principal Agricultural Officers
All Project Directors ATMA
To all sections of HQ
SAO
Stock file/spare

M.S.SASÍ
Asst. Director of Agriculture
Directorate of Agriculture
Vikasbhavan
Thiruvananthapuram
AGREEMENT

This employment contract (this contract) is executed by .....................
(name) aged .............. years ................. (Address) on the first part and the
........................................................................... on the second part.

WHEREAS the ......................... (hereafter referred to as the Department) vide Order No. ............. dated:
........................................... has extended to the party on the first part, an offer of the provisional appointment on the contract basis as
(name of post)

AND WHEREAS the party on the first part has accepted the terms and conditions of the said contract appointment and agreed to join duty as
........................................... (name of post) in the Department on ................. (date of joining), under the said terms and conditions of the said contract appointment;

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

1. The contract appointment shall be purely provisional and a stopgap arrangement, lasting from ................. (date of joining duty) to ................. or till appointments are made otherwise, whichever is earlier.

2. Termination of the contract appointment on completion of the aforesaid period shall be automatic and the incumbent shall not be entitled for only remuneration or consideration as an employee of the Department from the next day onwards.

3. During the period of contract appointment the appointee shall be paid a consolidated remuneration of Rs ..................... per month.

4. The appointee shall be liable for recovery of the liabilities if any, that may arise due to negligence while performing official duties.

5. The appointee shall be required to perform such works and carry out such responsibilities as may be assigned by the Department and he shall discharge the responsibilities and duties efficiently and diligently to the satisfaction of the authorities concerned.

6. The appointee shall be liable for any loss or damage caused to the Department due to omission or commission in the discharge of duties that may be assigned to him/her and the Department shall be free to recoup the loss thus caused from his remuneration or under appropriate proceedings.

7. The appointee must produce originals of all qualifying certificates at the time of reporting for duty and Xerox copies thereof shall be furnished as records.
8. During the period of contract appointment, the appointee will be governed by the rules and regulations as may be applicable to the State Government Employees as to discipline and conduct any violation thereof shall entail cancellation of the appointment without notice and discharge of appointee and in such cases the appointee shall not be considered for any future assignment in the Department.

9. The appointee will be required to do whole time work for the Department. Engaging on any kind of work including consultancy on any kind of assistance to any outside agencies during the period of contract appointment will be treated as an act of indiscipline entailing termination of the contract.

10. The appointee may be required to attend duty over and above office hours, as may be required during exigencies.

11. The appointee shall be required to perform the following specific duties as well
   1.
   2.
   3.
   4.
   (short description of major duties assigned to the contract appointee)

12. The appointment of any person on contract does not entitle such person for being regularized in the service of the department or government under any circumstances.

13. In respect of any notice in regard to which no provisions has been made in this appointment, the decision of the Department on that matter shall be final.

14. The appointment shall be automatically terminated on expiry of the contract period or by any general order of the Director of Agriculture or Government. In such instances the appointee shall be relieved without any further notice.

In witness whereof .................. (appointee) and .................. here unto set their hands, on the ........ day of ........

Signed by .................. (appointee)
In the presence of witness:
   1.
   2.

Signed by .................. (for Department)
In the presence of witness:
   1.
   2.