



राजस्थान सरकार
राष्ट्रीय स्वास्थ्य मिशन, राजस्थान राज्य स्वास्थ्य समिति
स्वास्थ्य भवन, जयपुर

एफ29(73)एनआरएचएम/एमएमजेआरके/बीपीएल काउण्टर स्टाफ/15/444 दिनांक : 22/05/15

आदेश


मुख्यमंत्री बीपीएल जीवन रक्षा कोष योजना के तहत कार्यरत संविदाकर्मीयों के पारिश्रमिक में एसबी सिविल रिट पिटिशन संख्या 2636/14 श्री. महावीर सिंह भाटी व अन्य बनाम राज्य सरकार व अन्य में पारित निर्णय दिनांक 10.04.2014 एवं एसबी सिविल रिट पिटिशन संख्या 20817/13 श्री ओमाराम मेघवाल व अन्य बनाम राज्य सरकार व अन्य में पारित निर्णय दिनांक 17.05.2013 में दिये गये निर्देशों की पालना में प्राप्त अभ्यावेदनों पर विचार कर निस्तारण किये जाने पर निम्नानुसार वृद्धि की जाती है -

1. जिन संविदाकर्मीयों को मुख्यमंत्री बीपीएल जीवन रक्षा कोष योजना में कार्य करते हुये 5 वर्ष अथवा उससे अधिक समय हो गया है उनका वेतन दिनांक 01.04.2015 से निम्नानुसार नियत किया जाता है -

क्र.सं.	पद	परिवर्तित वेतन (प्रतिमाह)
1.	कम्प्यूटर ऑपरेटर	6750 रुपये
2.	फार्मासिस्ट	6750 रुपये
3.	लेखाकर्मी	7200 रुपये


2. जिन संविदाकर्मीयों को मुख्यमंत्री बीपीएल जीवन रक्षा कोष योजना में कार्य करते हुये 5 वर्ष से कम समय हुआ है उनके कार्य के वर्षों के हिसाब से 01.04.2015 को 10 प्रतिशत वार्षिक दर से बढ़ोतरी काल्पनिक वृद्धि कर नियत किया जायेगा। (जैसे कम्प्यूटर ऑपरेटर एवं फार्मासिस्ट के संबंध में एक वर्ष के लिए $4500+450 = 4950$, 2 वर्ष के लिए $4500+900 = 5400$, 3 वर्ष के लिए $4500+1350 = 5850$, 4 वर्ष के लिए $4500+1800 = 6300$)। इसी प्रकार लेखाकर्मी का वेतन भी निर्धारित किया जावे।
3. योजना में कार्यरत कार्मिकों के पुराने अनुबंध को वित्त विभाग द्वारा उपयुक्त नहीं मानकर वित्त (नियम) विभाग के परिपत्र क्रमांक F1(4)FD/Rules/2011/Part-II, दिनांक 27.06.2014 के साथ सलंगन मॉडल अनुबंध पत्र (प्रति सलंगन) में अनुबंध किया जावे। अनुबंध पैकेज राशि (मानदेय/पारिश्रमिक) उपरोक्तानुसार ही रहेगी।

मुख्यमंत्री बीपीएल जीवन रक्षा कोष योजना में कार्यरत संविदाकर्मीयो के मानदेय बढ़ोतरी का भुगतान दिनांक 01.04.2015 से नगद देय होगा, तथा शेष वर्षों का मानदेय काल्पनिक आधार पर बढ़ाया गया है। यह आदेश वित्त विभाग की आईडी संख्या 101500710 एवं 121500024, दिनांक 10.04.2015 के अनुसरण में जारी किये जाते हैं।


(नवीन जैन)
विशिष्ट सचिव
चिकित्सा एवं स्वास्थ्य एवं मिशन
निदेशक, एनएचएम

प्रतिलिपी निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है -

1. निजी सचिव, सचिव, माननीया मुख्यमंत्री महोदयों, मुख्यमंत्री कार्यालय, शासन सचिवालय, जयपुर।
2. निजी सचिव, माननीय चिकित्सा एवं स्वास्थ्य मंत्री, शासन सचिवालय, जयपुर।
3. निजी सचिव, मुख्य सचिव, शासन सचिवालय, जयपुर।
4. निजी सचिव, प्रमुख शासन सचिव, वित्त विभाग, शासन सचिवालय, जयपुर।
5. निजी सचिव, प्रमुख शासन सचिव, चिकित्सा शिक्षा विभाग, शासन सचिवालय, जयपुर।
6. निजी सचिव, प्रमुख शासन सचिव, चिकित्सा एवं स्वास्थ्य विभाग, शासन सचिवालय, जयपुर।
7. निजी सहायक, विशिष्ट शासन सचिव एवं मिशन निदेशक, एनएचएम, स्वास्थ्य भवन, जयपुर।
8. प्रबंध निदेशक, आरएमएससी, स्वास्थ्य भवन, जयपुर।
9. अतिरिक्त मिशन निदेशक, एनएचएम, स्वास्थ्य भवन, जयपुर।
10. निजी सचिव, सचिव (व्यय), वित्त विभाग, शासन सचिवालय, जयपुर।
11. समस्त संभागीय आयुक्त, राजस्थान।
12. समस्त जिला कलेक्टर, राजस्थान।
13. समस्त प्रधानाचार्य, चिकित्सा महाविद्यालय, राजस्थान।
14. समस्त अधीक्षक, मेडिकल कॉलेज चिकित्सालय, राजस्थान।
15. निदेशक, आईईसी/जन स्वास्थ्य/परिवार कल्याण/एड्स, स्वास्थ्य भवन, जयपुर।
16. निदेशक (वित्त), राष्ट्रीय स्वास्थ्य मिशन, स्वास्थ्य भवन, जयपुर।
17. परियोजना निदेशक, एनआरएचएम/एमएमजेआरके, स्वास्थ्य भवन, जयपुर।
18. शासन संयुक्त सचिव, वित्त (व्यय-1) विभाग, शासन सचिवालय, जयपुर।
19. उप शासन सचिव, चिकित्सा एवं स्वास्थ्य (ग्रुप-2) विभाग, शासन सचिवालय, जयपुर।
20. अतिरिक्त निदेशक (प्रशासन) चिकित्सा एवं स्वास्थ्य सेवाएँ, स्वास्थ्य भवन, जयपुर।
21. समस्त क्षेत्रीय संयुक्त निदेशक, चिकित्सा एवं स्वास्थ्य विभाग, राजस्थान।
22. समस्त मुख्य चिकित्सा एवं स्वास्थ्य अधिकारी, राजस्थान।
23. समस्त प्रमुख चिकित्सा अधिकारी, जिला चिकित्सालय/सैटेलाईट/उप खण्ड चिकित्सालय, राजस्थान।
24. अनुभाग अधिकारी, एचआर, राष्ट्रीय ग्रामीण स्वास्थ्य मिशन, स्वास्थ्य भवन, जयपुर।
25. समस्त ब्लॉक सीएमएचओ/चिकित्सा अधिकारी प्रभारि, सामुदायिक स्वास्थ्य केन्द्र, राजस्थान।
26. समस्त जिला कार्यक्रम प्रबंधक, राष्ट्रीय ग्रामीण स्वास्थ्य मिशन को भेजकर लेख है कि स्वीकृति आदेश की प्रति संबंधित जिले के समस्त सामुदायिक स्वास्थ्य केन्द्र के चिकित्सा अधिकारी प्रभारियों को तथा सैटेलाईट/उप खण्ड चिकित्सालयों के प्रमुख चिकित्सा अधिकारियों को उपलब्ध करवाने के संबंध में आवश्यक कार्यवाही करावें।
27. श्री ओमाराम मेघवाल, डाटा एन्ट्री ऑपरेटर, सामुदायिक स्वास्थ्य केन्द्र, मूंडवा, जिला-नागौर।
28. श्री महावीर सिंह भाटी, 236, हनवंत ए, बीजीएस कॉलोनी, जिला-जोधपुर।
29. ईन्चार्ज सर्वर रूम, एनआरएचएम, स्वास्थ्य भवन, जयपुर को भेजकर लेख है कि संबंधित को ई-मेल करवाने का श्रम करावें एवं विभाग की संबंधित वेबसाइट तथा एमएमजेआरके के सॉफ्टवेयर में अपलोड करावें।
30. रक्षित पत्रावली।


(डॉ० आर०बी० जायसवाल)
परियोजना निदेशक
मुख्यमंत्री बीपीएल जीवन रक्षा कोष

**GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(Rules Division)**

No. F.1 (4)FD/Rules/2011 Pt. II

Jaipur, dated: 27 JUN 2014

**All Additional Chief Secretaries/
Principal Secretaries/
All Secretaries to Government of Rajasthan**

Circular

Sub :- Appointments of persons on Contract on Fixed Remuneration for Services in State Government Agencies for External Aided Projects/ Centrally Sponsored Schemes/ State Government Schemes etc.

The State Government undertakes departmental schemes/projects for social and economic development as welfare State. Most of these projects/schemes are implemented through specific agencies/undertakings corporations etc. which are not governed by service rules in Government for regulating civil appointments in Government. By their very nature the development schemes undertaken by the government are usually of shorter/medium periods. Developmental priorities of the government and development strategy/ technology also keep on changing requiring different skill sets and competences etc. Most of the developmental schemes/projects also require skill/ experience in social/ economic sector which are available in the non-government sector and are not exclusive to the Government. Therefore, State Government needs to allow such posts to be filled on contract in societies and autonomous organizations.

2. To facilitate hiring the specific services on direct contract a standard contract document along with clarificatory instructions was issued vide FD Circular No. F.1(15)FD(Rules)/2002, dated 09/01/2007. Subsequently the provision of maternity leave period for female contractual employees was increased to 180 days from two months period vide FD Circular No. F.1(6)FD(Rules)/2007, dated 19/06/2009. The main terms and conditions of such contract appointments are at Annexure-'A'.
3. The circulars / orders issued for contractual appointments from time to time in societies/non-departmental organizations were, however, withdrawn vide circular of even number dated 29.4.2011.

5. Standard Model contract agreement and instructions are placed at Annexure-'B'.
6. The terms and conditions contained in the model agreement at Annexure-'B' may be made applicable to the existing individual contractual employee wherever the contracts entered into under the earlier arrangement still subsist.
7. It may be noted that the selection of contractual appointees shall be made only after following the procedure laid down in the rules of the Societies / Non-departmental organizations contract. None will be employed on these contracts without following the regular process of appointment as per applicable rules of the concerned Non Departmental organizations.
8. Contractual arrangement for services provision through agencies can be made under the 'Rajasthan Transparency in Public Procurement Act, 2012' and rules made therein.

Subhash Chandra Garg
(Subhash Chandra Garg)
Principal Secretary to Government

(11/RSR)

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.

Annexure-B

(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
¹ in short ² 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 ___/___/20___
to ⁶ ___/___/20___.
- (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 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 ⁷ and
described in detail in a job chart attached as Annexure - 1⁸ to this

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 or his/her authorized officer. First party will submit bill by the 5th 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, 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.

(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.

()
**Signed by First Party
signatory**

Name :

Address :

Dated :

WITNESS

Signature :

Name :

Address:

()
**Signed by authorized
of the Second Party**

Name :

Address :

Dated :

WITNESS

Signature :

Name :

Address: