

महाराष्ट्र MAHARASHTRA

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शुल्क शुल्क - ..... ५०० .....  
 रस्त नोंदणी होणार आहे का ? होय/नाही  
 मनु क्रमांक... 12926... दिनांक... 22/5/2024  
 मुद्रांक विकत घेणाऱ्याचे नांव व सही .....  
 अस्ते असल्यास त्याचे नांव व पत्ता .....  
 मुद्रांक विक्रेता: ग्रामदुत सेतु केंद्र तर्फे वैभव रा. बरकने  
 बरबावा प. पुता 1/2004 नविन 4501009  
 जिल्हाधिकारी कार्या. पारसूर, विठ्ठलवाडी, तालुका  
 मुद्रांक छरेडी विवांका पाधुन 8 मॉडिने वापर करता



- 9 MAY 2024

मुद्रांक लिपिक / उप-लेखापाल  
 कोषागार कार्यालय, वर्धा.

### EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereinafter referred to as the "Contract") is made and executed on 22 day of May 2024.

#### BETWEEN

Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness  
 And Rural Transformation Project (SMART),  
 A World Bank assisted project  
 Under the Government of Maharashtra

**Through**

The Additional Project Director,  
Project Co-ordination and Management Unit (PCMU)  
Having office at Pune

(Hereinafter referred to as "SMART Project")

which expression shall, unless the repugnant to  
the context or meaning thereof, mean and include its successors and assigns



**PARTY OF THE FIRST PART**

**AND**

Mr./Ms. Hemant Shankarrao Joshi son/daughter of Shankarrao Joshi, aged about 64 years,  
residing at Wardha (hereinafter referred to as the "the contractual Employee").

**PARTY OF THE SECOND PART**

(The Project and the contractual Employee shall hereinafter collectively be referred to as  
"Parties" and individually as a "Party".)

WHEREAS, the Project is World Bank funded project proposes to support the development  
of inclusive and competitive agriculture value chains, focusing on small holder farmers and  
agri-entrepreneurs in Maharashtra.

WHEREAS, the Project desires to employ and retain the services of the contractual  
Employee on the temporary basis according to the terms and conditions herein.

WHEREAS, the employee has 37 years of experience in the field Construction Work.

The contractual employee has agreed to execute the task assigned to him by The Project  
Director, Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness  
And Rural Transformation Project (SMART), Pune on following terms and conditions:

**1. DETAILS OF POST:**

- a. Upon execution of this Contract, the employee would be posted as the Assistant  
Engineer at SMART office Pune.

**2. DURATION OF CONTRACT:**

The contract period will be for 12 Months, i.e. from 22/05/2024 to 21/05/2025 which  
shall be extended for further period depending on his performance. He will have to work  
for the Project on full time basis under the overall command of the competent authority  
Head of Regional Implementation Unit (RIU).

**3. CONDITIONS OF EMPLOYMENT:**

- 1) The contractual employee should be aware of that this project is funded by the World  
Bank for a specific period. His assignment will automatically come to an end on the  
expiry of the specific period or the period of project whichever ends earlier and no  
notice, notice pay, retrenchment compensation will be payable to him by the SMART  
Project.

- 2) Since his appointment is being made for a specified period he will neither have any right nor a lien on the post held by him. Also he will not claim regular employment, absorption, regularization, age relaxation, earned leave, annual increment to condone technical breaks even if there is such a vacancy for the post held by him. Otherwise if he wants to leave the service, he can do this by serving one month notice or salary of one month, if one month notice is not served. No compensation or remuneration of unexpired period or contract will be payable by the Project, if his services are terminated or he resign from the services of the Project before the specified period of contract.
- 3) The contractual employee will not be considered as the employee of the Government of Maharashtra.
- 4) His assignment is made on the basis of his particulars such as qualification, experience as given in his application and in case any information is given by him is found false or incorrect his appointment will be deemed void and liable for termination without any notice/salary.
- 5) He will be bound by the rules regulations and office orders in force and framed by the Project from time to time and the same will form part of his terms and conditions of employment with the Project as and when made effective. The duties and responsibilities applicable to Assistant Engineer, SMART project are given in the **Annexure A** enclosed with this Contract.
- 6) His working hours will be as per the Government of Maharashtra office working hours on all working days of every month. This timing can however, be changed as per the requirement of the Project.
- 7) He will be allowed to enjoy public Holidays declared from time to time by the Government, in addition to weekly holidays. He will be entitled to get 18 days casual leave in 12 months of contract. Any other kind of leave is not admissible to him during his tenure of contract. The leave as provided above, will be available proportionately according to his appointment.
- 8) He will discharge his duties efficiently to the satisfaction of respective head of Regional Implementing Unit (RIU).
- 9) He will not be allowed to contest any type of election during contract Period.
- 10) His legal heirs will not be entitled to make claim of appointment on compassionate ground.
- 11) He shall only be entitled for allowances or benefits as mentioned in the Government Resolution dated 17/12/2016.
- 12) He shall not be entitled to any preferential claim for regular appointment under normal process of selection.
- 13) His appointment is purely on contract basis and on a consolidated remuneration on the basis of G.R. dated 17/12/2016 and all the terms and conditions mentioned in the G.R.

dated 17/12/2016 are applicable to employee.

- 14) The employee will stay at assigned office location & not allowed to change the location without permission of respective head of Regional Implementing Unit (RIU) and appointing authority i.e. Project Director, SMART, Pune.
- 15) He will be required to complete the work assigned to him within the stipulated period. The respective head of Regional Implementing Unit (RIU) and appointing authority shall review and evaluate the work from time to time regarding their work.
- 16) The employee shall sign and submit self-declaration form (**Annexure B**)

#### **4. REMUNERATION**

The remuneration of Hemant Shankarrao Joshi Who is assigned as Asst. Engineer (Name of the Post) will be paid of Rs. 76875/- (Word Rs. Seventy-Six Thousand Eight Hundred Seventy-Five Rupees only) as per GR 17/12/2016.

#### **5. NOTICE**

Any notice required by this Contract or given in connection with it, Shall be in writing and shall be given to the appropriate Authority by personal delivery or by certified mail, postage prepaid or recognized overnight delivery services.

#### **6. FINAL CONTRACT**

This Contract terminates and supersedes all prior understanding or agreements or contracts on the subject matter hereof. This Contract may be modified only by a further writing that is duly executed by both parties.

#### **7. HEADINGS**

Headings used in this contract are provided for convenience only and shall not be used to construe meaning or intent.

#### **8. MODIFICATION**

Any modification of this Contract is provided for convenience only and shall not be used to construe meaning or intent.

#### **9. CONFIDENTIALITY**

The contractual Employee acknowledged that, in the course of performing and fulfilling his duties here under, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Project. The Contractual Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Project is entitled to protect. Accordingly, the Contractual Employee covenants and agrees with the Project that he will not, during the continuance of this Contract, disclose any of such confidential information to any person, firm, corporation, offices nor shall he use same.

**10. TERMINATION**

This Employment contract may be terminated by:

A. Mutual agreement of the parties.

B. Disability of the Contractual Employee:

If the contractual employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury or mental incapacity, the Project shall have the option to terminate this Contract with no obligation to pay remuneration.

C. Discharge for cause:

In the event of Contractual Employee commits a material breach of the conditions of employment (1 to 16 of clause 3) and duties of Contractual Employee under this Contract or commits any acts designated as conduct violation or for just cause shall be considered cause for immediate dismissal. Project may terminate this Contract, during its term, only for cause' which for purposes herein, shall mean Contractual Employee

- (i) material and continuing failure to perform his essential duties here under, including but not limited to failure to work full time on the administration of Project for reasons other than disability or
- (ii) dishonesty or
- (iii) gross dereliction of duty or
- (iv) fraud, misrepresentation or other acts of moral turpitude or criminal conduct or
- (v) a material breach of any term of this Contract.

He shall not initiate any Legal Proceeding against the Project for the reasons mentioned in termination clause above.

**11. SEVERABILITY**

If a Clause or part of a Clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any Clause or part of a Clause is illegal, unenforceable or invalid, that Clause or part is to be treated as removed from this Contract but the rest of this Contract shall not be affected.

**12. ARBITRATION**

Any controversy, dispute or claim arising out of or relating to this Contract or breach thereof shall be endeavored to be settled by mutual discussions, failing which, the same shall be settled by arbitration, following appropriate procedure under the Arbitration and Conciliation Act, 1996. The Arbitrator will be finalized amicably by all the parties, and the said Arbitrator will be based at Pune. The arbitral award will be final and binding, subject to legal remedies available under the law.

Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court, if any, shall be borne and paid in full and shared equally by the parties. In the event that an Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

IN WITNESS whereof the Project and the contractual Employee have executed this Contract on the day and year first hereinbefore written.

Place: Nagpur  
Date: 22/05/2024

Additional Project Director  
Hon. Balasaheb Thackeray  
State of Maharashtra's Agribusiness  
And Rural Transformation Project (SMART)  
In the presence of:  
Witness:

I accept, the offer and term and conditions mentioned in the letter.

Name of the Employee – Hemant Shankarrao Joshi  
Address: - Sanewadi Wardha  
In the presence of  
Witness:

**ANNEXURE-A**

**Duties and Responsibilities applicable to Assistant Engineer under SMART Project**

1. To provide technical guidance and analyses Techno Economic viability of civil works proposed in subprojects.
2. To assist in procurement process and assure the standards/ specifications of civil works at CBO level.
3. Site inspections, verifications of MB and records related to civil works as per the need of the Project
4. To provide assistance to field functionaries for rollout sanctioned subprojects.
5. Prepare, maintain and submit various reports, data as per Project requirements.
6. Perform any other duty assigned by the competent authority time to time

  
Applicant/ Employee's Signature  
Date: 22/05/2024



2)

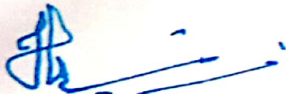
**ANNEXURE-B**

**Declaration**

I Mr./Ms. Hemant Shankarrao Joshi Son of/ daughter of Shankarrao Joshi Age 64 years, resident of Wardha, I declare the following statements:

1. I Mr. /Mrs/Ms. Hemant Shankarrao Joshi selected for contract job at SMART Project for the post of Assistant Engineer, My Educational qualification, experience and other related certificates have been given by me for selection to the above post , all the facts mentioned in it are completely true and I have not made any wrong or false submission during application and selection and document submission process . If in future any complaint is received in respect of the submitted certificates or any other false submission during recruitment and selection process and if after investigation, any of the facts/certificates are found to be wrong or fraudulent or any discrepancies are found in the submission then I will be personally responsible for that. I agree that SMART Project can take legal action against me including immediate termination of my services.
2. I am fully aware that this is Contractual Job & I will not force or Claim for permanent employment with Hon. Balasaheb Thackeray Agribusiness Rural Transformation Project, SMART. I agree to comply with the terms and conditions of the contract.
3. I declare that I am of good mental & physical health and I do not have any physical defect, deformity or disability.
4. No departmental inquiry is ongoing or proposed against me and no punishment imposed in past in connection with such inquiry. Also no vigilance inquiry and police inquiry/case is pending/in progress against me. If information is received about any inquiry/case or proceedings against me, then I will not have any objection to take legal action against me and my appointment should be cancelled/terminated immediately.
5. I am not engaged in any professional activity which would interfere with the performance of the assigned service.
6. I declare that no conflict of interest exists and in future if any conflict of interest is arising in future I will disclose the same and SMART Project can take legal action against me.
7. My services will be engaged with this project for 24 Hrs., I will not work with any other agency/department/other project or self-practice, etc. during the contractual period, If found, my appointment should be cancelled/terminated immediately.

I hereby certify that the above statement Point No. 1 to 7 contained in this affidavit is true to the best of my knowledge and nothing has been concealed therein.



Applicant/Employee's Signature  
Date: 22/05/2024



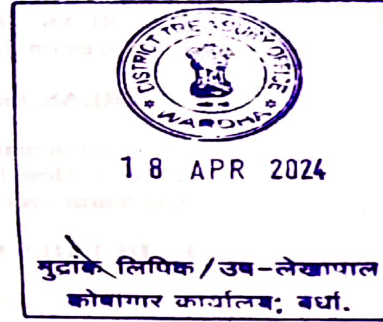
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मुद्राक शुल्क - 500  
दस्त नोंदणी होणार आहे का ? होय/नाही  
पत्र क्रमांक 7245 दिनांक 24/4/2024  
मुद्राक विकत घेणाऱ्याचे नांव व सही .....  
हस्ते असल्यास त्याचे नांव व पत्ता .....  
सही  
मुद्राक विक्रेता: ग्रामदुत सेतु केंद्र तर्फे वैभव रा. बायले  
बसवानी क. बुना 1/2004 नविन 4501009  
चिठ्ठायांकार कायो. पोस्तर, नाशिक, पंच  
पत्राक खरेदी दिनाका पासून 6 महिने वापर करता येईल

१३ २२ १९ जोशी  
१२



### EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereinafter referred to as the "Contract") is made and executed on 24 day of April 2024.

**BETWEEN**

Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness  
And Rural Transformation Project (SMART),  
A World Bank assisted project  
Under the Government of Maharashtra

1.

**Through**

The Additional Project Director,  
Project Co-ordination and Management Unit (PCMU)  
Having office at Pune

(Hereinafter referred to as "SMART Project")

which expression shall, unless the repugnant to  
the context or meaning thereof, mean and include its successors and assigns



**PARTY OF THE FIRST PART**

**AND**

Mr./Ms. Hemant Shankarrao Joshi son/daughter of Shankarrao Joshi, aged about 64 years,  
residing at Wardha (hereinafter referred to as the "the contractual Employee").

**PARTY OF THE SECOND PART**

(The Project and the contractual Employee shall hereinafter collectively be referred to as  
"Parties" and individually as a "Party".)

WHEREAS, the Project is World Bank funded project proposes to support the development  
of inclusive and competitive agriculture value chains, focusing on small holder farmers and  
agri-entrepreneurs in Maharashtra.

WHEREAS, the Project desires to employ and retain the services of the contractual  
Employee on the temporary basis according to the terms and conditions herein.

WHEREAS, the employee has 37 years of experience in the field Construction Work.

The contractual employee has agreed to execute the task assigned to him by The Project  
Director, Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness  
And Rural Transformation Project (SMART), Pune on following terms and conditions:

**1. DETAILS OF POST:**

- a. Upon execution of this Contract, the employee would be posted as the Assistant  
Engineer at SMART office Pune.

**2. DURATION OF CONTRACT:**

The contract period will be for 12 Months, i.e. from 22/05/2023 to 21/05/2024 which  
shall be extended for further period depending on his performance. He will have to work  
for the Project on full time basis under the overall command of the competent authority  
Head of Regional Implementation Unit (RIU).

**3. CONDITIONS OF EMPLOYMENT:**

- 1) The contractual employee should be aware of that this project is funded by the World  
Bank for a specific period. His assignment will automatically come to an end on the  
expiry of the specific period or the period of project whichever ends earlier and no  
notice, notice pay, retrenchment compensation will be payable to him by the SMART  
Project.

- 2) Since his appointment is being made for a specified period he will neither have any right nor a lien on the post held by him. Also he will not claim regular employment, absorption, regularization, age relaxation, earned leave, annual increment to condone technical breaks even if there is such a vacancy for the post held by him. Otherwise if he wants to leave the service, he can do this by serving one month notice or salary of one month, if one month notice is not served. No compensation or remuneration of unexpired period or contract will be payable by the Project, if his services are terminated or he resign from the services of the Project before the specified period of contract.
- 3) The contractual employee will not be considered as the employee of the Government of Maharashtra.
- 4) His assignment is made on the basis of his particulars such as qualification, experience as given in his application and in case any information is given by him is found false or incorrect his appointment will be deemed void and liable for termination without any notice/salary.
- 5) He will be bound by the rules regulations and office orders in force and framed by the Project from time to time and the same will form part of his terms and conditions of employment with the Project as and when made effective. The duties and responsibilities applicable to Assistant Engineer, SMART project are given in the **Annexure A** enclosed with this Contract.
- 6) His working hours will be as per the Government of Maharashtra office working hours on all working days of every month. This timing can however, be changed as per the requirement of the Project.
- 7) He will be allowed to enjoy public Holidays declared from time to time by the Government, in addition to weekly holidays. He will be entitled to get 18 days casual leave in 12 months of contract. Any other kind of leave is not admissible to him during his tenure of contract. The leave as provided above, will be available proportionately according to his appointment.
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- 9) He will not be allowed to contest any type of election during contract Period.
- 10) His legal heirs will not be entitled to make claim of appointment on compassionate ground.
- 11) He shall only be entitled for allowances or benefits as mentioned in the Government Resolution dated 17/12/2016.
- 12) He shall not be entitled to any preferential claim for regular appointment under normal process of selection.
- 13) His appointment is purely on contract basis and on a consolidated remuneration on the basis of G.R. dated 17/12/2016 and all the terms and conditions mentioned in the G.R.

dated 17/12/2016 are applicable to employee.

- 14) The employee will stay at assigned office location & not allowed to change the location without permission of respective head of Regional Implementing Unit (RIU) and appointing authority i.e. Project Director, SMART, Pune.
- 15) He will be required to complete the work assigned to him within the stipulated period. The respective head of Regional Implementing Unit (RIU) and appointing authority shall review and evaluate the work from time to time regarding their work.
- 16) The employee shall sign and submit self-declaration form (**Annexure B**)

#### **4. REMUNERATION**

The remuneration of Hemant Shankarrao Joshi Who is assigned as Asst. Engineer (Name of the Post) will be paid of Rs. 76875/- (Word Rs. Seventy-Six Thousand Eight Hundred Seventy-Five Rupees only) as per GR 17/12/2016.

#### **5. NOTICE**

Any notice required by this Contract or given in connection with it, Shall be in writing and shall be given to the appropriate Authority by personal delivery or by certified mail, postage prepaid or recognized overnight delivery services.

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This Contract terminates and supersedes all prior understanding or agreements or contracts on the subject matter hereof. This Contract may be modified only by a further writing that is duly executed by both parties.

#### **7. HEADINGS**

Headings used in this contract are provided for convenience only and shall not be used to construe meaning or intent.

#### **8. MODIFICATION**

Any modification of this Contract is provided for convenience only and shall not be used to construe meaning or intent.

#### **9. CONFIDENTIALITY**

The contractual Employee acknowledged that, in the course of performing and fulfilling his duties here under, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Project. The Contractual Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Project is entitled to protect. Accordingly, the Contractual Employee covenants and agrees with the Project that he will not, during the continuance of this Contract, disclose any of such confidential information to any person, firm, corporation, offices nor shall he use same.

4.



## 10. TERMINATION

This Employment contract may be terminated by:

A. Mutual agreement of the parties.

B. Disability of the Contractual Employee:

If the contractual employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury or mental incapacity, the Project shall have the option to terminate this Contract with no obligation to pay remuneration.

C. Discharge for cause:

In the event of Contractual Employee commits a material breach of the conditions of employment (1 to 16 of clause 3) and duties of Contractual Employee under this Contract or commits any acts designated as conduct violation or for just cause shall be considered cause for immediate dismissal. Project may terminate this Contract, during its term, only for cause' which for purposes herein, shall mean Contractual Employee

- (i) material and continuing failure to perform his essential duties here under, including but not limited to failure to work full time on the administration of Project for reasons other than disability or
- (ii) dishonesty or
- (iii) gross dereliction of duty or
- (iv) fraud, misrepresentation or other acts of moral turpitude or criminal conduct or
- (v) a material breach of any term of this Contract.

He shall not initiate any Legal Proceeding against the Project for the reasons mentioned in termination clause above.

## 11. SEVERABILITY

If a Clause or part of a Clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any Clause or part of a Clause is illegal, unenforceable or invalid, that Clause or part is to be treated as removed from this Contract but the rest of this Contract shall not be affected.

## 12. ARBITRATION

Any controversy, dispute or claim arising out of or relating to this Contract or breach thereof shall be endeavored to be settled by mutual discussions, failing which, the same shall be settled by arbitration, following appropriate procedure under the Arbitration and Conciliation Act, 1996. The Arbitrator will be finalized amicably by all the parties, and the said Arbitrator will be based at Pune. The arbitral award will be final and binding, subject to legal remedies available under the law.

Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court, if any, shall be borne and paid in full and shared equally by the parties. In the event that an Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

IN WITNESS whereof the Project and the contractual Employee have executed this Contract on the day and year first hereinbefore written.

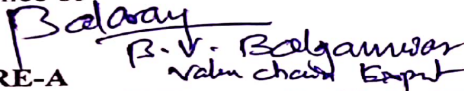
Place: Nagpur  
Date: 22/05/2022

Additional Project Director  
Hon. Balasaheb Thackeray  
State of Maharashtra's Agribusiness  
And Rural Transformation Project (SMART)  
In the presence of:  
Witness:

I accept, the offer and term and conditions mentioned in the letter.



Name of the Employee – Hemant Shankarrao Joshi  
Address: - Sanewadi Wardha  
In the presence of  
Witness:



B. V. Balgambhar  
Valmichandrapur

**ANNEXURE-A**  
**Duties and Responsibilities applicable to Assistant Engineer under SMART Project**

1. To provide technical guidance and analyses Techno Economic viability of civil works proposed in subprojects.
2. To assist in procurement process and assure the standards/ specifications of civil works at CBO level.
3. Site inspections, verifications of MB and records related to civil works as per the need of the Project
4. To provide assistance to field functionaries for rollout sanctioned subprojects.
5. Prepare, maintain and submit various reports, data as per Project requirements.
6. Perform any other duty assigned by the competent authority time to time



Applicant/ Employee's Signature  
Date: 24/04/2024


## ANNEXURE-B

### Declaration

I Mr./Ms. Hemant Shankarrao Joshi Son of/ daughter of Shankarrao Joshi Age 64 years, resident of Wardha, I declare the following statements:

1. I Mr. /Mrs/Ms. Hemant Shankarrao Joshi selected for contract job at SMART Project for the post of Assistant Engineer, My Educational qualification, experience and other related certificates have been given by me for selection to the above post , all the facts mentioned in it are completely true and I have not made any wrong or false submission during application and selection and document submission process . If in future any complaint is received in respect of the submitted certificates or any other false submission during recruitment and selection process and if after investigation, any of the facts/certificates are found to be wrong or fraudulent or any discrepancies are found in the submission then I will be personally responsible for that. I agree that SMART Project can take legal action against me including immediate termination of my services.
2. I am fully aware that this is Contractual Job & I will not force or Claim for permanent employment with Hon. Balasaheb Thackeray Agribusiness Rural Transformation Project, SMART. I agree to comply with the terms and conditions of the contract.
3. I declare that I am of good mental & physical health and I do not have any physical defect, deformity or disability.
4. No departmental inquiry is ongoing or proposed against me and no punishment imposed in past in connection with such inquiry. Also no vigilance inquiry and police inquiry/case is pending/in progress against me. If information is received about any inquiry/case or proceedings against me, then I will not have any objection to take legal action against me and my appointment should be cancelled/terminated immediately.
5. I am not engaged in any professional activity which would interfere with the performance of the assigned service.
6. I declare that no conflict of interest exists and in future if any conflict of interest is arising in future I will disclose the same and SMART Project can take legal action against me.
7. My services will be engaged with this project for 24 Hrs., I will not work with any other agency/department/other project or self-practice, etc. during the contractual period, If found, my appointment should be cancelled/terminated immediately.

I hereby certify that the above statement Point No. 1 to 7 contained in this affidavit is true to the best of my knowledge and nothing has been concealed therein.

  
Applicant/ Employee's Signature  
Date: 24/04/2024

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1.