

**OFFICE OF THE MEMBER SECRETARY  
DISTRICT HEALTH SOCIETY.....**

No.....

Date.....

**ORDER FOR CONTRACTUAL ENGAGEMENT AS.....**

Mr./Ms. ....

Son of/ Daughter of /Wife of .....

**Resident of:**

Vill .....

P.O. ....

under the P.S. ....

in the district of .....

Employee  
Photograph

has been engaged as .....

at .....

under the administrative control of District Health Society, .....

District from the date: ...../...../2017 till **further order** subject to the execution of the

terms of Contract. His/Her service has been placed at the disposal of

.....

Joint Director of Health Services cum  
Member Secretary, District Health Society,  
..... District

Memo no.....

Date.....

Copy for information to ---

1. The Mission Director, NHM, Assam, Saikia Commercial Complex, Christian Basti, G.S. Road, Guwahati-781005.
2. The Commissioner & Secretary to Govt. of Assam, Health & FW Deptt, Dispur, Guwahati-6.
3. The Principal Secretary/ Deputy Commissioner cum Chairperson, District Health Society, .....
4. The Director of Health Services, Hengrabari, Guwahati-36.
5. The Director of Health Services (FW), Hengrabari, Guwahati-36.
6. The State Programme Officer,.....(Concerned Programme)
7. The District Programme Manager, NHM, ..... District.
8. The District Accounts Manager, NHM, ..... District.
9. Person concern .....

Joint Director of Health Services cum  
Member Secretary, District Health Society,  
..... District

**TERMS OF CONTRACTUAL ENGAGEMENT AS .....**

Articles of Agreement made on this day the ..... of Month ..... of the Year..... between Mr./Ms. .... S/D/O ..... resident of Vill .....P.O. ....P.S. ....in the district of .....hereafter called the party, of the one part and District Health Society, hereinafter called the Society of the other part.

And whereas the Society has engaged the party as .....on a Contract Basis and party has agreed to serve the society in that capacity on the terms and condition herein after contained.

NOW THESE PRESENT WITNESS AND THE Parties hereto respectively agrees as follows:--

1. The party of the first part shall remain in the service of the Society as ..... from the date of joining i.e. .... till **further order** (hereinafter called 'contractual period') subject to the provisions herein contained.
2. The Party has agreed to perform duties as per the job description set out in **Appendix-I** hereto, which shall constitute an integral part of this Agreement.
3. During the period of contract, while functioning as ....., the Party will be entitled to the compensation package as set out in the **Appendix-II** hereto which shall constitute an integral part of this Agreement.
4. The appointment of the Party is purely on a contractual basis and the Party would not be entitled to any claims, right, interests or further benefits in terms of regulation or consideration of further appointment to the said post or any other post under the Society.
5. The services of the Party shall stand automatically terminated at the expiry of contract period, without any necessity of the Society giving any notice or notice pay to the Party and without any liability on part of the Society to pay any retrenchment or other compensation or other amounts to the party.
6. Any action either directly or indirectly of the party for the change of posting will be according to the Transfer policy of NHM.
7. The Party will have to stay within 2 k.m radius of the place of posting.
8. The performance appraisal will be conducted annually for all the contractual employees under NHM.
9. The contract of the Party may be terminated at any time by the Mission Director if the performance of the Party is found to be unsatisfactory or below the minimum expected levels or if the party is found to be guilty of any insubordination, dereliction of duty or any other misconduct. The agreement with the party may also be terminated if the party is found to be unauthorized absent for continuous 7 or more days.
10. Either of the parties hereto have the right to terminate this Agreement without assigning any reasons; provided that a written notice of one month is given to the other party. Both the parties may, in lieu of the written notice, give the other party a sum equivalent to the amount of his salary for one month or shorter notice than one month with a sum equivalent to the amount of his remuneration for the period of which such notice falls short of 1 month.
11. The tribunals and courts in Guwahati will have the exclusive jurisdiction in respect of all matters pertaining to contractual agreement between the Society and the Party.
12. In witness thereof, the Party and the authorized signatory of the Society have hereunto set their hands the day and year first above written.

For the Society  
Signature  
Name  
Designation  
Dated

For the Party  
Signature  
Name  
Designation  
Dated  
Phone no:

Witness for the Society  
Signature  
Name  
Designation  
Dated

Witness for the Party  
Signature –  
Name  
Address  
Dated  
Phone no:

**Appendix-II**

Agreement between **District Health Society,** \_\_\_\_\_

And

Mr./Ms. \_\_\_\_\_ S/D/O \_\_\_\_\_

Agreed Compensation Packages for the post of \_\_\_\_\_

**Remuneration**

The party shall be paid a consolidated monthly remuneration @ ..... (Rupees ..... Only) per month.

**Leave**

During a financial year, the Party will be entitled for a casual leave of 2 & ½ days per month which can only be earned after completion of one month of service. Casual Leave lapses at the end of each financial year and cannot be carried forward or used for encashment.

In case of illness, the Party is obliged to inform the Jt. Director of Health Services, immediately. If the illness lasts for more than 3 days, a medical certificate must be produced. No more than six sick leave days will be recognized during one financial year. The casual leave and sick leaves are over and above the holidays declared as per the Government of Assam.

**Holidays**

The Office will observe the same public holidays, as the Govt. of Assam.

**Travel and subsistence**

Where for the purposes of the Programme the Party may be required to travel outside HQ as per direction of the authority. The TA, DA will be given as per financial norms.

**TDS**

The society shall deduct income tax at source (TDS) as per Income Tax Act, which shall be deposited from the remuneration of the Party.