

CONTRACT OF APPOINTMENT

An agreement made this(date) between STATE BLOOD TRANSFUSION COUNCIL, WEST BENGAL having its office at Swasthya Bhawan, GN-29, Sector-V, Salt Lake City, Kolkata – 700091 (Hereinafter called the “Appointer”) of the one part and having permanent address at (Hereinafter called the “Appointee”) of the other part.

1. The appointee is being engaged on contract and he/she will be designated as
2. This contract will be valid from to
3. His/ her remuneration will be a consolidated sum of Rs./- per month for the period from to However, the Appointer shall have the right to recover any overpayment, or arrear dues arising out of wrong calculation, either pertaining to this contract tenure or any previous tenure.
4. In connection with his/her discharge of duties, he/she will devote as much time as necessary. At times, he/she may be required to work beyond normal working hours for which he/she will not be allowed to claim any compensation or compensatory time off.
5. He/she is expected to work diligently and uphold the values, objectives and mission of the Appointer.

6. He/she will be entitled to the leave as detailed below :

- a) Accrued leave of 30 days (2.5 days for every completed month),
- b) Sick leave of 10 days, subject to production of documentary evidence,
- c) Maternity leave of 135 days in case of child birth and 42 days in case of abortion or miscarriage (applicable for female appointees).

Leave will be allowed with prior permission of Member Secretary, SBTC, WB, or any other Officer, duly authorized in this behalf. Accrued leave shall not be carried forward to next contract period. Leave shall not be claimed as a matter of right. Further, late attendance in office will lead to deduction of 1 day leave for every 3 days of late attendance in a month.

- 7. Both the Appointer and the Appointee expressly understand that this appointment is dependent upon the availability of funds from the National AIDS Control Organisation, under the Ministry of Health & Family Welfare, Government of India for which his/her services will be availed of. In the event of there being a shortfall in funding for the project, his/her services will be liable to be terminated with prior notice as stipulated herein. No further liabilities will be borne by the Appointer.
- 8. It is understood by both the Appointer and Appointee that this appointment has been made to him/her on the basis of the particulars submitted by the Appointee in his/her application for employment. If, at any point of time should it emerge that the particulars furnished by him/her were false/incorrect or if any material, relevant information, had been suppressed or concealed, this contract will become void and the services of the Appointee would be liable to be terminated by the Appointer forthwith. This will be without prejudice to the right of Appointer to take appropriate action against him/her for the same.
- 9. This appointment is terminable on either side at one month's notice. If the Appointee fails to give one month's notice before tendering his/her resignation to the appointer (Member Secretary/ Addl. Project Director/ Joint Director/Deputy Director, State Blood Transfusion Council, West Bengal), one month's remuneration will be recoverable under the appropriate law in force.
- 10. a. During the period of engagement, he/she may be terminated because of involvement in criminal case/misconduct/delinquency/incapacitation etc. or if the concerned worker intends to opt out of the engagement on his/her own.
b. A list of activities for which the services of the Appointee will be liable to be terminated by the Appointer without notice is as follows. The list is indicative, not exhaustive.
 - a) He/she is absent from duty for more than seven days (without permission from his/her controlling authority).
 - b) He/she is guilty of indiscipline, dereliction of duty, misbehavior with superior officers and colleagues or public or client.
 - c) He/she is arrested for any criminal offence and imprisoned or remains in police custody for more than 48 hours.
 - d) There is any palpable proof of misappropriation of fund against him/her.
 - e) He/she is involved in any kind of financial malpractice or irregularities.
 - f) He/she resorts to any violent activities that results in disorder, disruption of work or destruction of government property/ other assets of Society.

IN WITNESS WHERE OF the parties hereto put their signatures on the date and the date hereinbefore written.

The Appointee

The Appointer

**Member Secretary/ Addl. Project Director/
Joint Director/Deputy Director
For State Blood Transfusion Council, West Bengal**

Witnesses :

Name :

Name :

Address :

Address :

Signature :

Signature :