

CONTRACT OF APPOINTMENT

An agreement made this(Date) between WEST BENGAL STATE AIDS PREVENTION AND CONTROL SOCIETY 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 [.....Unit].
2. This contract will be valid fromto.....
3. His/ her remuneration will be a consolidated sum of `/- per month for the period fromto..... . 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 Appointee.

6. He/she will be entitled to the leave as detailed below :
- Accrued leave of 2.5 days for every completed month (30 days in a contract period of one year),
 - Sick leave of 10 days in a contract period of one year, subject to documentary evidence,
 - Maternity leave of 180 days in case of child birth and 42 days in case of abortion or miscarriage (applicable for female appointees).
 - Child Adoption Leave for maximum of 135 days as per terms and conditions laid down in Memorandum No. ACS/1E-011-2011/1751 dated 10-03-2015 of WBSAP&CS.

Leave will be allowed with prior permission of Project Director, WBSAP&CS, or any other Officer, duly authorized in this behalf. Accrued leave shall not be carried forward to next contract period and leave may not be claimed as a matter of right. Further, late attendance in office for more than two days in a month will lead to deduction of 1 day leave for every 3 days of late attendance.

- He/she will be entitled to reimbursement of travel expenses and daily allowance on tours made in his/her official capacity on submission of bills and receipts, in terms of the guidelines of National AIDS Control Organisation, issued from time to time.
- He/she will be liable to be transferred to any of the peripheral units/facility level of this Society at any time within his/her contract tenure in the interest of public service.
- Both the Appointer and the Appointee expressly understand that this appointment is dependent upon the availability of funds from the Department of AIDS Control (NACO), 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.
- It is understood by both the Appointer and Appointee that this appointment has been made to him/her on the basis on 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.
- 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 (Project Director/ Addl. Project Director), one month's remuneration will be recoverable under the appropriate law in force.
- Further, services of the Appointee will be liable to be terminated by the Appointer without notice if :
 - He/she is absent from duty for more than seven days (without permission from his/her controlling authority).
 - He/she is guilty of indiscipline, dereliction of duty, misbehavior with superior officers and colleagues or public or client.
 - He/she is arrested for any criminal offence and imprisoned or remains in police custody for more than 48 hours.
 - There is any palpable proof of misappropriation of fund against him/her.
 - He/she is involved in any kind of financial malpractice or irregularities.
 - He/she resorts to any violent activities those 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

Project Director/ Addl. Project Director/ Joint Director
For West Bengal State AIDS Prevention & Control Society

Witnesses :

Name :

Name :

Address :

Address :

Signature :

Signature :