

FORM OF CONTRACT/AGREEMENT TO BE EXECUTED  
BETWEEN THE MEDICAL OFFICER AND GOVERNMENT OF  
HIMACHAL PRADESH THROUGH JOINT SECRETARY  
(HEALTH):

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year, \_\_\_\_\_  
between the Government of Himachal Pradesh and Dr.(Mrs./Miss)

\_\_\_\_\_ S/o, D/o & W/o \_\_\_\_\_

R/o \_\_\_\_\_

(contract appointee herein-after called the (FIRST PARTY), AND THE Governor,  
Himachal Pradesh through Joint Secretary (Health) to the Government of Himachal  
Pradesh (herein-after called the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY has  
agreed to serve as a contract Medical Officer on contract basis on the terms and  
conditions hereinafter contained:

WHEREAS IT IS AGREED AS FOLLOWS:-

1. that the FIRST PARTY shall remain in the service of the SECOND PARTY as a  
Medical Officer for a period of one year commencing on day of

\_\_\_\_\_ and ending on the day of \_\_\_\_\_.

It is specifically mentioned and agreed upon by both the parties that the contract of  
the FIRST PARTY with SECOND PARTY shall ipso-facto stand terminated on the  
last working day i.e. \_\_\_\_\_ and information notice shall not be  
necessary.

2. the Pay of FIRST PARTY will be Rs.26250/- only (for MBBS) and Rs.40,000/-  
only ( for Specialists i.e. Anaesthesia, OBG, Surgery, Medicine, Ortho, Radiology,  
Eye, ENT and Pediatrics) P.M. for a period of one year in lump-sum + incentives as  
admissible vide Notification No.Health-A-B(8)1/2007 dated 21<sup>st</sup> July, 2012, which  
will be met from NRHM.

3. The service of FIRST PARTY CAN BE TERMINATED BY EITHER PARTY by  
giving three month's notice or three month's salary lieu thereof.

4. The appointment shall be subject to medical fitness from a Medical Board  
constituted by the Government of Himachal Pradesh for this purpose at Zonal &  
Distt. Hospitals.

5. Private practice of any kind by the FIRST PARTY in any manner is prohibited.

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6. The appointment will not confer any right of continuation seniority and confirmation etc.
7. If the FIRST PARTY commits any kind of misconduct in that event the SECOND PARTY will be competent to terminate this agreement after holding enquiry. On such termination the FIRST PARTY shall not be entitled to any compensation whatsoever.
8. The contractual appointee will not be eligible for regularization.
9. The FIRST PARTY shall be entitled to get two day's casual leave for every completed month of service. No leave of any kind is admissible to the contractual appointee(s). He/She will not be entitled for Medical Reimbursement and LTC etc. Only maternity leave will be given as per Rules.
10. Before joining the service, the FIRST PARTY shall submit the following documents:-
  - i) Certificate of medical fitness issued by the Medical Board constituted by the Government for this purpose at Zonal/Distt. Hospitals.
  - ii) A declaration to the effect that the appointee(s) has not /shall not more than one spouse or shall not marry a person who have a living spouse;
  - iii) An oath of allegiance faithfulness to the constitution of India for making a solemn affirmation to that effect;
  - iv) the appointee(s) shall have to produce the following certificates at the time of his/her joining the duties:-
    - a) Degree/Diploma Certificate of educational and other professional qualification;
    - b) Certificate of age proof alongwith the copy of Matriculation certificate passed from the recognized Board/University;
11. During the period of contract, in case the MO has to undertake training due to official work, he/she will be entitled for TA/DA at par with regular counterparts at minimum of pay scale.
12. No TA/DA will be paid to the FIRST PARTY for joining the contract service.
13. The offer of appointment on contract basis is specifically valid for the station of his/her posting shown in the letter. He/she shall not be transferable to any station up to a period of 5 years from the date of joining in the event of extension of contractual period on year to year basis.

14. The above terms and conditions will be applicable in all contractual appointments of Medical Officers.

15. They will be given fixed annual increment of Rs.790/- .

16. The Employees Group Insurance Sheme as well as EPF/GPF will not be applicable to the contractual appointee(s)

IN WITNESS THE FIRST PARTY AND SECOND PARTY have herein to set their hands the day, month and year first, above written.

SIGNED BY:

THE FIRST PARTY IN THE PRESENCE OF:-

Name and full address of the Witnesses

1.

2.

(Signature of the First Party)

SIGNED BY SECOND PARTY IN THE PRESENCE OF

Name and full address of the Witnesses

1.

2.

(Signature of Second Party)