

FORM-I

**TERMS OF CONTRACT FOR APPOINTMENT AS
..... (name of post) in Kerala
Medical Services Corporation Ltd**

Articles of Agreement made this day, the
..... (date) between Mr/Ms/.....
(hereinafter called the Party) of the one part and Kerala Medical
Services Corporation Ltd (hereinafter called the Corporation) of the
other part.

Whereas, the Corporation has engaged the Party as
..... (name of the post) on a contract
basis and Party has agreed to serve the Corporation in that capacity
on the terms and conditions hereinafter contained.

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

1. The party of the first part shall remain in the service of the
Corporation as (name of
the post) from to..... (hereinafter
called 'contractual period') subject to the provisions herein
contained.

2. During the period of contract, while functioning as (name of the post), the Party will be entitled to a monthly salary of Rs. per month.
3. In addition to the consolidated compensation referred to in article 2 hereinabove, the Party shall be entitled to receive such other benefits / compensation such as TA/DA allowance while on tour & casual leave in accordance with the rules of the Corporation.
4. The appointment of the Party is purely on a contract basis and the Party would not be entitled to any claims, rights, interests or further benefits in terms of regularization or consideration of further appointment to the said post or any other post under the Corporation or under the Government.
5. The Party has agreed to perform duties as per the present job description prescribed for the said post under the Corporation and further agrees to be governed by the Rules of the Corporation in force and such other conditions of service as may be adopted by the Corporation from time to time.
6. The services of the Party shall stand automatically terminated at the expiry of contract period
7. The contract renewal on expiry of contract period shall be based on tool based performance review by the Corporation from time to time.
8. Notwithstanding anything contained herein above, the services of the Party may be terminated at any time by the competent authority of the Corporation, if;
 - a) any employee is getting average in two consecutive Performance Appraisal Review, there will not be any more chances of contract renewal.
 - b) the Party is found to be guilty of any insubordination, intemperance or other misconduct or of any breach or non-performance.
 - c) if it is proved beyond doubt that Corporation has incurred loss/ damage due to the willful act of the party by way of theft, pilferage, damage etc of any of the movable or immovable property of the Corporation.
 - d) if he/she is incapable of discharging the duties upto the desired level assigned to the post for which he/she bound to do according to the job demand.
9. The Party shall make good of any loss/damage caused by him to the Corporation by remitting the amount accrued by the Corporation for such damages/loss, failing which complaint against the party will be launched as in accordance with the law of land including revenue recovery procedure treating this as arrears due to the government.

10. The Corporation also reserves the right to terminate this Agreement without assigning any reasons; provided that a written notice of fifteen working days is given to the Party. Similarly, the individual can give a resignation notice of fifteen days in order to resign from the post.
11. The Corporation may, in lieu of the written notice, give the Party a sum equivalent to the amount of his/her consolidated emoluments for fifteen working days or shorter notice than fifteen working days along with a sum equivalent to the amount of his/her consolidated emoluments for the period of which such notice falls short of fifteen working days.
12. The individual, may, in lieu of the written notice, give the Corporation a sum equivalent to the amount of his/her consolidated emoluments for fifteen working days or shorter notice than fifteen working days along with a sum equivalent to the amount of his/her consolidated emoluments for the period of which such notice falls short of fifteen working days.

In witness thereof, the Party and the authorized signatory of the Corporation have hereunto set their hands the day and year first above written.

Signed by the Party:

Signed by authorized signatory of
the Corporation:

Signature

Signature:

Name

Name:

Address

Designation in the Corporation

Dated:

Dated:

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

Dated:

Dated:

MEDICAL CERTIFICATE

I hereby certify that I have examined Mr/Ms and can not discover that he/she has any disease, constitutional weakness or bodily infirmity except
.....
..... I do not consider this to be a reason for disqualification of the candidate for employment under the office of Kerala Medical Services Corporation _____ District.

Signature of the candidate Attested:

Left thumb and finger impression of the candidate:

Signature of the examining physician:
..... ..

Registration Number:

Place.....

Date.....

DECLARATION

- I, Mr/Ms.....declare as under:
- (i) That I am unmarried/a widower/a widow.
 - (ii) That I am married and have only one spouse.
 - (iii) That I have entered into or contracted a marriage with a person having a spouse living. Application for grant of exemption is enclosed.
2. I solemnly affirm that the above declaration is true and I understand that in the event of the declaration being found to be incorrect after my appointment, I shall be liable to be dismissed from service.

Signature..... Date:
Name: (IN BLOCK LETTERS)

*Note : - Please delete clause/clauses not applicable.

FORM – IV

OATH OF ALLEGIANCE

“I _____ do swear / solemnly affirm that I will be faithful and bear true allegiance to India and to the Constitution of India as by law established, that I will uphold the sovereignty and integrity of India, and that I will carry out duties of my office loyally, honestly and with impartiality.

Signature:

Name:

Date:

Place:

FORM – V

CERTIFICATE OF CHARACTER

[From a Gazetted Officer OR the Head of Educational Institution last attended by him/her OR a similar certificate from his/her present / last employer].

A: Format when issued by a Gazetted Officer or Head of Educational Institution Last attended

Certified that I have known Mr/Ms/Dr.....for the last..... years.....months and that to the best of my knowledge and belief he/she bears reputable character and has no antecedents which render him/her unsuitable for employment.

2. Mr/Ms/Dr.....is not related to me.

Place.

Signature

Date

Designation

B: Format when issued by present / last employer

Certified that Mr/Ms/Dr..... has worked with (name of organization) during(period) and on the basis of his/her conduct during his/her employment with the organization, I have no hesitation to state that to the best of my knowledge and belief he/she bears reputable character and has no antecedents which render him/her unsuitable for employment.

2. Mr/Ms/Dr.....is not related to me.

Place.

Signature

Date

Designation