



GOVERNMENT OF RAJASTHAN  
RAJASTHAN STATE HEALTH SOCIETY (NRHM)  
SWASTHYA BHAWAN, TILAK MARG, JAIPUR

F.20(C.O)/NRHM/HRD/2009/ 548

Dated: 10-3-10

Chief Medical & Health Officer (All Districts)

**Sub: Engagement of Computer Operator on contract basis under National Rural Health Mission**

As you would be aware, the Implementation Framework of National Rural Health Mission envisages over all augmentation of management capacity at all levels in health sector. As a part of this strategy, strengthening of the Drug ware houses is also a main thrust of the programme. As part of this initiative under NRHM the State has already deployed Pharmacists to the CM&HO offices, District Hospitals, and CHCs. Now we are deploying computer Operators to these places also. The selections process was done at the State level and about 373 candidates have been selected. The list of candidates along with allocated Districts is enclosed along with this circular.

**Issue of Offer of Contract letter:** The offer of contract will be issued by Member Secretary (CM&HO) District Health Society. The list of selected candidates along with allocated Districts is enclosed. CM&HOs are directed to immediately issue the offer of contract with allocation of their posting places to the candidates. These computer operators be deployed at the CM&HO Offices, District Hospitals, and CHC's. Preference may be given to the places where pharmacists have been already deployed by the state. CM&HO's are directed to place these computer operators keeping in consideration of their home address. As much as possible local candidates/ nearby candidates shall be given priority in giving placement at particular places. The candidates should be directed to join within 15 days of issue of the offer of contract failing which the offers may be cancelled. Immediately on joining of candidate in the district he should be directed to report to concerned institution on the next working day. However, his reporting and joining at DHS should be treated as the date of joining for all practical purposes. Draft of offer of contract letter to be issued, Terms of Reference and Copy of agreement to be signed between the candidate and the DHS is enclosed along with this circular.

**Signing of Agreement:** These Computer Operators have to execute an agreement on Rs 500/- non-judicial stamp paper with the concerned Registered Medical Relief Society (RMRS). The candidates who are posted at CM&HO office will sign the agreement with the DHS. The Member Secretary of RMRS/DHS is authorised to sign the contractual agreement on behalf of the RMRS. The candidate should be directed to report to the allotted institution where they will give their joining report. The OIC of the institution will send the copy of the joining report to Member Secretary DHS (ie CM&HO). The Chief Medical Health Officer will consolidate all the joining and in turn intimate with the joining dates of all Computer Operators posted in their respective districts to the State.

**Facilities to be Provided at the Institution:** CM&HO should ensure that OIC of the institution provide proper sitting arrangements along with computer to these Computer Operators.

**Payment of Honorarium:** The Computer Operators will be paid honorarium @ Rs 6,000/- (Rs. Six Thousand Only) per month. The funds for payment of honorarium to these Computer Operators are being released to District Health Societies (DHS) shortly. The DHS will in turn release the funds to the concerned institution from where the individual will be paid the honorarium. They will be paid honorarium on raising the monthly bill on individual basis (the format for raising the bills is enclosed). It should be ensured that the payment of honorarium be made latest by 7<sup>th</sup> of every next month based on attendance. The OIC of the institution will necessarily report to DHS after making the payment of honorarium every month.

**Maintenance of Attendance Register:** OIC of the institution should be directed to maintain a separate attendance register for all such contractual staff posted at the institution and also monitor the job task of Computer Operator.

**Maintenance of Personal Record:**

The personal record of each of the candidates shall be maintained at office of the Concerned Block CM&HO. A consolidated report of status of joining of Computer Operators should be sent to Project Director NRHM as per the format given under by CM&HO.

**Name of the District**

S.No	Name of the Computer Operator	Place of Posting	Date of Joining

**Leave/TA/DA Rules:** Applicable as per the circular issued vide No 20 (PMU) / NRHM / HRD / 2007 / 668 dated May 2<sup>nd</sup> 2007. A copy of the circular may be sent by CM&HOs to the institutions for record.

*A copy of this circular should be forwarded to OIC of the Institution where Computer Operator is posted.*

(Bhawan Singh Detha)  
Mission Director (NRHM)

Encl:

1. Copy of offer of contract
2. Copy of the Agreement
3. Copy of honorarium bill

548  
10/3/10

**Copy for information & necessary action to:**

1. P.S to Principal Secretary Medical, Health & Family Welfare, Secretariat, Jaipur
2. District Collectors
3. Director (RCH)
4. Financial Advisor NRHM
5. Joint Director concerned Zones
6. SPM/CFA-NRHM
7. State Finance Manager NRHM
8. District Programme Manager C/o CM&HO
9. Concerned File

Project Director NRHM



**GOVERNMENT OF RAJASTHAN**  
**DISTRICT HEALTH SOCIETY NATIONAL RURAL HEALTH MISSION**  
**O/O CHIEF MEDICAL & HEALTH OFFICER**  
**DISTRICT \_\_\_\_\_**

F.

Dated:

**Sub:- Offer of Contract as Computer Operator under National Rural Health Mission at \_\_\_\_\_ (Name of the Institution) in the District \_\_\_\_\_ (Name of the District)**

Dear Candidate,

We herewith confirm your contractual engagement to carry out the above mentioned assignment specified in the attached Terms of Reference (Annex-I).

1. Consequent upon your selection made by the selection board, you are hereby offered the contract of Computer Operator at \_\_\_\_\_ (Name of the Institution) in District \_\_\_\_\_ (Name of the District) on a contract basis for a period of 11 months on a consolidated fee of Rs 6,000/- (Rs Six Thousand Only) per month (consolidated)
2. The terms of your contract are as given in the Terms of Contract (Annex. II) attached to this offer letter which you have to sign at the time of joining your duties under the Society.
3. Other conditions of your service under the Society will be governed by such rules as may be adopted by the Society from time to time.
4. Please note that your offer is also subject to:-
  - a. Production of a certificate of fitness from the Competent Medical Authority viz. Civil Surgeon, District Medical Officer, Medical Officer or equivalent status in the prescribed form enclosed (Annex-III)
  - b. Production of original certificates:-
    1. Photo Proof of identity- (eg. driving license / election card / passport etc)
    2. Academic certificate
    3. Certificate of age.
    4. Character certificate in the prescribed form from present / last employer. (Annex-IV)
    5. One Photograph
6. If any declaration given or information furnished by you proves to be false or if you are found to have wilfully suppressed any material/information, you will be liable to be removed from the said post under the Society and for such other action as the Society may deem necessary.

7. On acceptance or otherwise of the terms and conditions as mentioned above, you are requested to report for duty at the above mentioned institution along with the required documents by \_\_\_\_\_ to the undersigned.
8. If you fail to join your duties by the above stipulated date, the offer of contract made to you is liable to be treated as cancelled forthwith.

Yours sincerely,

(Name of the Member Secretary)  
District Health Society

## **TOR for Computer Operator**

**A-1**

Computer Operator	<ol style="list-style-type: none"><li>1. Work in close consultation with the Facility In charges, Pharmacists, Store In charges, and other functionaries to ensure smooth and effective management of Drug Ware Houses.</li><li>2. Create and maintain computerise/online drug inventories and its distribution.</li><li>3. Computerisation of BPLMMJRK desk.</li><li>4. Carry out any other task assigned in pursuance of project objectives.</li></ol>
-------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**(TO BE PRINTED ON Rs 500 NON-JUDICIAL STAMP PAPER BY THE CANDIDATE)**

**AGREEMENT**

**TERMS OF CONTRACT FOR ENGAGEMENT AS COMPUTER OPERATOR AT RAJASTHAN MEDICARE RELIEF SOCIETY(RMRS)**

Article of Agreement made this day, the \_\_\_\_\_ (Date of Joining)) between Shri/Smt/Ku \_\_\_\_\_ (hereinafter called the Computer Operator) of the one part and Rajasthan Medicare Relief Society(RMRS) (hereinafter called the society) located at \_\_\_\_\_ (Name of the Institution) in the district \_\_\_\_\_ (name of the district) of the other part under National Rural Health Mission, a programme of Government of India funded 100% by them and the first party has agreed to provide these services to the second party in that capacity for the period of ~~two year~~ <sup>11 months</sup> on the terms and conditions herein after contained.

Whereas the society has agreed to hire services of \_\_\_\_\_ (Name of the Computer Operator) engaged on a contract basis and the Computer Operator has agreed to serve the Society in that capacity on the terms and conditions hereinafter contained.

**NOW THESE PRESENT WITNESS AND THE COMPUTER OPERATORS** hereto respectively agree as follows:

1. The Computer Operator shall remain in the service of Society as Computer Operator (name of the post) under Rajasthan Medicare Relief Society(RMRS at \_\_\_\_\_ (Name of the Institution) at district \_\_\_\_\_ (Name of the district) from \_\_\_\_\_ to \_\_\_\_\_ (hereinafter called 'contractual period') subject to the provision herein contained.
2. The Computer Operator will be based at ----- (Name of the district), Rajasthan. However, the Computer Operator may be required to travel across the State/district as per the directions of the reporting authority.
3. The Computer Operator will be entitled to a consolidated remuneration (not salary) of Indian Rupees 6,000/- (Rs Six Thousand Only) per month. This will include all applicable taxes. The society will perform such duties in regard to the deduction of such tax as may be lawfully imposed.
4. The Computer Operator shall be reporting to the \_\_\_\_\_
5. In addition to the consolidated compensation referred to in article (3) herein above, the Computer Operator shall be entitled to receive such benefits / compensation such as TA/DA allowance while on tour, leave etc in accordance with the rule of the society.
6. The appointment of the Computer Operator is purely on a contract basis and the Computer Operator would not be entitled to any claims, rights, interests or further benefits in terms of regularisation or consideration of further appointment to the said post or any other post under the Society.

7. The Computer Operator will be responsible for appropriate insurance coverage. S/he shall indemnify and hold harmless the society against any and all claims, demands and/or judgements of any nature brought against the Society arising out of the services under this agreement the obligation under this paragraph shall survive the termination of this agreement.
8. The Computer Operator has agreed to perform duties as per the present job description prescribed for the said post under the Society and further agrees to be governed by the Rules of the Society in force and such other conditions of service as may be adopted by the Society from time to time.
9. All materials produced or acquired under the terms of agreement written, graphic, film, magnetic tape or otherwise shall remain the property of the Society. The Society retains the exclusive right to publish or disseminates reports arising from such materials. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of this execution of its other provisions.
10. The Computer Operator will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith.
11. The Computer Operator will not accept any full-time/part-time employment or engage in any other work, business occupation or pursue any study course without the prior approval of the Society.
12. All manufacturing or construction firms, with which the Computer Operator might be associated with, will not be eligible to participate in bidding for any good or works resulting from or associated with the project of which this consulting assignment forms a part.
13. All knowledge and information not within the public domain which may be acquired during the carrying out of this agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence and shall not be directly or indirectly disclosed to any person whatsoever except with the Society's written permission.
14. The period of contract can however be extended by mutual consent for a period of not more than 11 months at a time but will not in any case exceed five years in all or the date on which the plan scheme/project closes, whichever is earlier. In case of Project/Programme/Mission stops before the normal date or closes for any reasons whatsoever, agreement shall stand terminated automatically at the end of the month or from the date of such intimation by second party to the first party.
15. Annual Appraisal Report will be prepared by second party which shall also form basis of extensions of agreement period. Second party based on quality and efficiency of services rendered in the preceding year, may on its discretion, revise the consolidated package by an maximum amount not exceeding 10% of preceding year's package amount for the ensuing year only after the approval of the Mission Director.
16. The contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for service rendered after expiry of stipulated date of contract, if not extended.

17. Any unauthorized or wilful absence from duty for a period of 10 days would entitle second party to terminate contract without any notice.
18. Notwithstanding anything contained herein above, the services of the Computer Operator may be terminated at any time by the competent authority on recommendation of the Society, if the Computer Operator is found to be guilty of any insubordination intemperance or other misconduct or of breach of performance.
19. This Contract is issued on the understanding that all the information given by the Computer Operator in his/her application form and during the interviews is correct true and complete, if it is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed the society will have the right either to withdraw this letter before Computer Operator joins or terminate appointment at any time the Computer Operator has taken up services with the Society without any notice or compensation.
20. The contract can be terminated with notice of one month on either side or by depositing/paying one month's package/contract amount in lieu of notice.
21. In case of termination of the services of Computer Operator by the Society, the society will give one month's notice. However, at its discretion, the Society can give one month's salary in lieu of the notice period.
22. Computer Operator shall have to take prior permission of the Society for applying for alternative assignments/posts. If an Computer Operator did not obtain prior permission from the Society and apply or serve his services elsewhere, he will not be relieved, till alternate arrangements are made or till two months, whichever is earlier.
23. Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred to adjudication in accordance with Indian Arbitration and Conciliation Act 1996.

In witness thereof the Computer Operator and the authorised signatory of the Society have hereunto set their hands the day and year first above written.

\_\_\_\_\_  
 Signed by the Computer Operator  
 Name:  
 Address:  
 Dated:

\_\_\_\_\_  
 Signed by authorised signatory of the society  
 Name:  
 Designation in the society:-  
 Dated:

Witness-I

Witness I

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name:

\_\_\_\_\_  
 Name:

Address:

Address:

Dated

Dated

Medical Certificate

**A-III**

I hereby certify that I have examined \_\_\_\_\_ and cannot discover that she has any disease, constitutional weakness or bodily infirmity. I do not consider this to be a reason for disqualification of the candidate for employment under the office of \_\_\_\_\_

Signature of the candidates Attested \_\_\_\_\_

Left thumb and finger impression of the candidate

**Signature of the examining physician** \_\_\_\_\_

**Registration Number** \_\_\_\_\_

**Place** \_\_\_\_\_

**Date** \_\_\_\_\_

**Certificate of Character**

*Certified that Shri/Smt/Kumari ..... has worked with ..... (name of the organization) during ..... to ..... (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*

*Shri/Smt/Kumari ..... is not related to me.*

*Place:  
Date:*

*Name & Signature:  
Designation:*