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To
The Honorary Secretary and
Cross Society Odisha State Branch, BBSR.

Subj: Joining letter as staff nurse.

Sr. / Mm

most humbly and respectfully beg to
state that I am joining as staff nurse in the Cross Society
Odisha State Branch, BBSR as the letter NO 1155-
DL-032/2022. from the dt 12/08/2022. along with
the documents by instrumented. kindly allow the
joining for the post of staff nurse and oblige
to you.

BBSR.
dt 12/08/2022

Yours Faithfully
Santosh Kumar Nayak
Kanika Chhaka
Pulsi Pur.
cuttack.
MOB NO - 9124412889.

THROUGH HUMANITY TO PEACE
ଭାରତୀୟ ରେଡ଼କ୍ରସ୍ ସୋସାଇଟି, ଓଡ଼ିଶା ରାଜ୍ୟ ଶାଖା
Indian Red Cross Society
Odisha State Branch

Letter No. 1155 RC- 032/2022

Date. 08/08/2022

From
CTM. Suguna, IAS(R)
Honorary Secretary
IRCS-Odisha State Branch

To
Sri Santosh Kumar Nayak
At. Keonjhar Colony
Nakika Chhak
Tulasipur,
Cuttack -753008

Sub: Offer letter for the Post of Staff Nurse in the Regional Red Cross Blood Centre Bhubaneswar .


Sir,

It is our pleasure to inform you that you have been provisionally selected for the post of Staff Nurse on contractual basis for the Red Cross Regional Blood Centre in the premises of the Indian Red Cross Society, Odisha State Branch (IRCS-OSB) Bhubaneswar .

We will provide you a consolidated salary of Rs 12,500/- (Rupees twelve thousand five hundred) only per month for this position . The service and other conditions applicable for the IRCS-OSB employees will also be applicable for you. If you are willing to accept the offer kindly confirm your willingness and submit the joining letter on or before 12.08.2022 during office hours along with the following documents in original for verification and attested photocopies for record

1. HSC Certificate as a proof of Date of birth
2. All academic qualification certificates
3. Experience Certificates
4. Medical/Physical fitness Certificate from a Registered Medical practioner working in Govt. Hospital
5. Two recent passport size photographs
6. Proof of Residence
7. Identity proof .

Yours faithfully,


Honorary Secretary

Red Cross Bhavan, Unit - IX, Pandit Jawaharlal Nehru Marg, Bhubaneswar - 751022

Telegram : Redcross, Telefax : (+91-674) 239 2389, Phone : (+91-674) 239 0712, 239 0647, E-mail : ircsosg@gmail.com
Website : www.odisharedcross.org

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Office Order No: 1321/RC-ESTT/037/2022

Date. 13/09/2022

Sri Santosh Kumar Nayak S/o Sri Brahmananda Nayak At/P.O. Bishnupur P.S.Nimapara Dist. Puri presently residing in Kanika Chock , Tulasipur Cuttack is engaged as Staff Nurse in Red Cross Regional Blood Centre of Indian Red Cross Society, Odisha State Branch for a period of one year on contractual basis with effect from the date of his joining i.e. on 12.08.2022 on a consolidated remuneration of Rs. 12,500/- (Rupees twelve thousand five hundred)only per month .

His joining report is accepted.

The Service is purely temporary and can be terminated at any time without assigning any reason thereof



Honorary Secretary 13/09/22

Memo No - 1322/RC- ESTT/037/2022

Date. 13/09/2022

Copy forwarded to Person concerned / Personal file /Accounts section IRCS-OSB /Office guard file for information and necessary action.



Honorary Secretary

Issued
CS
13/09/22

Counterparts:-

This agreement will be executed in counter parts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day, month and years first above written.

For IRCS-OSB


Honorary Secretary

Ramteesh Kumar Nayyar
DI 30/01/2023.

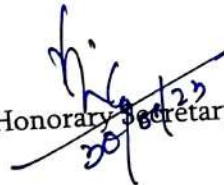
Signature of the employee

Witness:

1. *Linganje pande*
2. *Sr. Asst (R)*
Priganka Biswal, Jr. Asst

Memo No: /RC-...../2021 (Estt.) ,Dated:

Copy forwarded to person concerned/ Personal File/Accounts Section for information and necessary action.


Honorary Secretary

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Modification of Agreement:-

The Organization reserves the right of change, add, alter and modify any of the terms & conditions (if the situation arise) in the essential conditions with due notice/ information to the employee.

Severability:-

Should any part of this agreement be declared illegal or unenforceable, the parties here to will cooperate in all ways upon to them to obtain substantially the same result or as much thereof as may be possible including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this agreement shall be declared by a final adjudication of any Tribunal or Court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this agreement or comprising an integral part of, or inseparable from the remainder of this agreement.

Assignment:-

The agreement being one for personal service cannot be assigned or succeeded by the employee.

Notice:-

Any communication required to be given under this agreement shall be effective with deliver personally to the parties specified below, or when received either via certified or registered mail, return receipt requested, postage prepaid, or via express mail by such party. Any notice or other communication require to be given shall be in writing and duly addressed to the parties at

In case of the Organization

The Honorary Secretary
IRCS-OSB,
Red Cross Bhavan
Bhubaneswar-751022

In case of the employee

Sri Santosh Kumar Nayak .
S/O Sri Brahmananda Nayak
At/P.O. Bishnupur P.S.Nimapara
District-Puri,

The employee shall be obligated to inform in writing to the organization of any change made to this address within three days of such occurrence.

Santosh Kumar Nayak Dd 30/07/2023

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8. If the employee, is in the opinion of the organization, guilty of any act or omission adversely affecting the goodwill, reputation, credit, operations or affairs of the organization or commission of any crime or offence involving material dishonesty or moral turpitude.

9. If the employee, is in the opinion of the organization, guilty of any dishonesty, fraud, breach of duties, breach of confidentiality obligation, pilferage and theft, attending work or found in the premises of the organization, under the influence of any intoxicating substances, breach of the organization rules and policy disobedience of reasonable orders from superiors or authority, causing actual or threatening physical harm or damage to the organization property or authority, any other act of misconduct.

Confidentiality and liability:-

1. The employee shall not, during the continuation of this agreement or their after, divulge or make use of any secret or confidential information concerning the affairs and activities of the organization, which the employee possesses or come in to possession while in the employment in the organization or which he may make or discover while in the service of the organization and the employee shall also use his best endeavour to present any other person from doing so. All data, documents, reports, statements, correspondences, technical information, instructions, policies etc. that pass to the employee or which come to the employee's knowledge shall be treated as confidential and the employees shall be bound to keep all such confidential matters secret including papers and documents, computer CDs, other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of his duties as the employee of the organization.

2. The employee shall be liable for the consequences of all errors, commissions and omission on his part or on part of his assigns or staff to the extent and with the qualification referred to in his job description.

3. The employee agrees that all assets and documents received during the course of employment, to be returned immediately prior to termination or completion of the period of this agreement.

4. The organization reserves all rights to withheld any amount due to the employee in case of any complain received or any irregularity noticed against the employee till the matter is finalized.

Handover:-

Upon the termination of this agreement for any reason, the employee shall immediately handover charge to such person nominated for that purpose by the organization and shall deliver to such person all the papers, documents and other property of the organization as may be in his possession, custody, control or power provided by the organization. If the employee fails to do so, the authority shall have a right to take over the charge and penalize the employee as it deems fit and proper.

Santosh Kumar Noyen D1 28/12/2023.

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Termination & Retrenchment:-

1. This contractual appointment shall automatically cease and stand cancelled as soon as the effectiveness of this agreement comes to an end, i.e. soon after the period of agreement is over unless until the agreement is renewed with mutual consent. The renewal or extension shall be the prerogative and discretion of the organization and the authority.
2. During the probation period, the employer can terminate or disengage the employee at anytime with immediate effect without giving any notice. However, after the probation period during the rest of the period of this agreement, either party can terminate this agreement by giving one month prior notice and in any case, within such period of one month time, the employee have to clear up all his outstanding and dues to the organization and peacefully handover all charges and responsibility or as per the direction of the authority. If in the stipulated time period, the employee fails to handover all charges and responsibilities, then in that case the authority has the right to *suo-moto* take charge of all the documents and articles, etc. and the employee cannot claim any relief whatsoever in any manner and the authority may impose penalty for this purpose, which shall be recovered from the employee as per law and prevailing practice.
3. In the event of unforeseeable event beyond the control of the parties from meeting its obligation under this agreement, the contractual obligation as far as affected by such event shall be suspended for as long as the impossibility of performance due to this situation continues provided that the other parties is notified within one week of the occurrence of the unforeseeable event. If any force of the unforeseeable event lasts more then 30 (Thirty) days, either parties to this agreement may terminate within one week by giving written notice.
4. The organization shall have the right to terminate this agreement at any time with immediate effect without any notice and assigning any reason thereof, for one or more of the following reasons.
5. If the employee, is in the opinion of the organization, guilty of inattention or negligence in the conduct of the events and affairs of the organization or of any other serious act or omission inconsistent with his duties or commits any serious breach of any of the allegation under this agreement or contravene any of the terms, rules, principles of the organization.
6. If the employee contravenes, vitiates, deviates or dishonored any of the terms and conditions mentioned in this agreement, then this agreement shall cease to be operative and the organization at its own accord may terminate or disengage the employee with immediate effect.
7. If the employee is absent without leave for a continuous period of seven days without any intimation in writing of the organization.

Santosh Kumar Nayar Dt 22/01/2023.

Duties and Obligations:-

1. The employee shall work full time for the organization, devoting his time, attention and skill to the duties of his office and shall faithfully, efficiently, competently and diligently perform such duties and exercise such power as may from time to time be assigned or vested to him and shall comply with all lawful direction given to him by or under the authority and shall use his best endeavor to promote, extent and protect the interest and reputation of the organization.
2. The employee shall act diligently and to the best of his ability in the discharge of his duties and subject to any restrictions or limitations imposed by the concerned officers or policy of the organization in this regard.
3. The employee shall at all times promptly give to the authority all such information, report, explanation and assistance as authority may require in connection with the activity of the organization.
4. The employee shall perform such other duties and responsibilities as may be assigned to him/her in the course of employment apart from his/her normal job responsibilities.

Restrictions and Prohibitions:-

1. The employee shall not involve himself or indulge in any such activity which is detrimental to the principles, interest and reputations of the organization or the authority.
2. During the period of effectiveness of this agreement, the employee shall not indulge or interfere in any political affairs or activities of the state and the country.
3. The employee shall not claim for any regular employment in any manner whatsoever even if there is any such vacancies.

During the period of this agreement, the employee shall not directly or indirectly engage himself in any other business, occupation or employment whatsoever, without the prior approval of the organization.

Working Hours, Leave and Holidays:-

1. The normal working hours in all working days shall be from 10:00 Hrs to 17:30 Hrs each day, subject to the condition that in case of exigency the employee may require devoting more time for the best interest of the organization. However, the employer reserves the right to modify the working hours as per the organizational needs.
2. Normal holiday shall be applicable for the employee as per the prevailing rules.
3. The employee shall be entitled to avail 15 casual leave per calendar year No such leave be carried forward to the next period of month or tenure and in no case the un-availed leave shall be remunerated or en-cashed, if the same has not been taken in the stipulated time period.
4. No other types of leave are allowed except the one mentioned in the above paragraph.

Dated 29/01/2023.
Nagar
Kumar
Rambhath

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Terms and Duration:-

The term of his employment with the organization shall commence on the effective date 12.08.2022 and will be valid for One Year from the date i.e. up to 11.08.2023 subject to other terms and more particularly clause 8 (Termination and Retrenchment) below. The duration of the employment shall be for ONE YEAR and shall come to an end on 11.08.2023 subject to performance in the probation period .

Power, Function and Responsibility of the Employee:-

1. Job responsibility (Attached as Annexure-1)
2. The employee shall report to the Honorary Secretary, IRCS, OSB or any other officer so authorized and shall also be subject to the overall supervision and control of the official so appointed by the Honorary Secretary, IRCS, OSB.
3. The employee agrees to comply with organizational policies, rules and regulations for the time being and the same as may be updated from time to time by the organization.
4. The employee covered under the IRCS-OSB Service Rules 2001 for all conditions of the services .
5. The employee being engaged in IRCS, OSB should abide by the Seven Fundamental Principles of the Red Cross/Red Crescent Movement and show voluntary spirit in execution of the responsibility as contained herein.

Remuneration and Benefits:-

1. In consideration of the employee's services to the organization, the organisation shall pay to the employee during the term of this agreement, a consolidated remuneration of 12,500/- (Rupees twelve thousand five hundred)only per month subject to the provision of TDS under the Income Tax Act and any other prevailing law in force including the practice or rules adopted in the Organisation.
2. The mode of payment shall be strictly as per the rules of accounts followed by the organization in principle.
3. The employee may be eligible for other allowances and perquisites applicable as per the organizational policies.
4. The employee agrees to contribute such applicable amount towards the employees Provident Fund, Insurance policies and other allied funds as may be required under the Rules, prescribed policies and the law in force, as amended from time to time as per government norms and organizational policies.
5. The employee shall be liable for payment of all taxes and other dues that would be levied from time to time.

Sambath Kumar
10/08/2022
DI 22/08/2022

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and the employee has applied for the post and after the tentative selection process the employee has been tentatively selected to be engaged for the post of staff Nurse subject to the terms and conditions mentioned hereunder.

3. And where as the employee affirms that the contents of the application along with the documents submitted by him at the time of selection and at the time of joining or subsequently are true to the best of his knowledge ledge and belief .

4. And Whereas the employee affirms that he has obtained the No objection certificate and or Clearance certificate from his previous employer(s) and shall be solely responsible for any past or future claim on this behalf.

5. And where as the organization has offered and the employees has accepted the position in the organization as staff Nurse in Red Cross Regional Blood Centre of IRCS-OSB on the terms and conditions as set out in this agreement

6. And where as the employee affirms and unconditionally undertakes thathe has thorough knowledge of the service condition Rules and other policies of the organization(which has been made available to the employee at the time of engagement)and shall strictly abide by such Rules and policies NOW THEREFORE, in consideration of the promises and the mutual of covenants set forth herein, the parties here to, intending to be legally bound, hereby agrees as follows.

APPOINTMENT:-

1. The organization was in need of a working hand to serve as Staff Nurse of the Red Cross Regional Blood Centre of IRCS-OSB and upon the application the organization is pleased to offer the employee this engagement and the employee agrees to be employed with the organization with the position of Staff Nurse of the Red Cross Regional Blood Centre of IRCS-OSB from the effective date of his joining i.e. 12.08.2022 to 11.08.2023 (For a period of one year) and be bound by the terms and conditions laid down in this agreement

The employee,s principal place of employment shall ordinarily be at Red Cross Regional Blood Centre of IRCS-OSB, Bhubaneswar or at Central Red Cross Blood Bank Cuttack . The employee may be required to relocate to other locations inside the State of Odisha, and during his employment under this Agreement; the Employee shall undertake such travel within the State, from time to time, as may be necessary in the interest of the organization.

3. The appointment is made strictly on contractual basic for the duration as mentioned herein.

4. The employee shall be on probation for an initial period of 3 (three) months from the date of joining, i.e. from the effective date of agreement as mentioned herein above, which shall be included in the total duration of his service.

Santosh Kumar Nayen D/ 25/01/2023



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48AA 407347

Agreement for Employment

This INDENTURE of Agreement for Employment ("Agreement") is made at Bhubaneswar on this 19th Day of January, 2023

By and Between

The Indian Red Cross Society, Odisha State Branch (IRCS-OSB), a philanthropic Social organization situated at Red Cross Bhavan, Bhubaneswar, represented through the Honorary Secretary, IRCS-OSB (Hereinafter may referred as The "Organization"), which expression shall, unless it is repugnant to the meaning or context, be deemed to include its successor and permitted assigns, the Party of the FIRST PART.

And

Sri Santosh Kumar Nayak S/o Sri Brahmada Nayak Aged about 42 years Permanent residence of At. Bishnupur P.S.Nimapara Dist. Puri presently residing in Kanikachhak, Tulasipur Cuttack herein after may be referred as The "Employee"), Party of the SECOND PART.

The organization and employee shall hereinafter be referred to as the "Parties" in the collective and as a "Party" in the singular as the context may so require.

1. The organization is engaged in various philanthropic and social activities throughout the State and is purely a non profit making entity.
2. And where as the organization has published an advertisement for the post of staff Nurse with requisite qualification and desired work experience

Santosh Kumar Nayak. Dt. 30/01/2023.