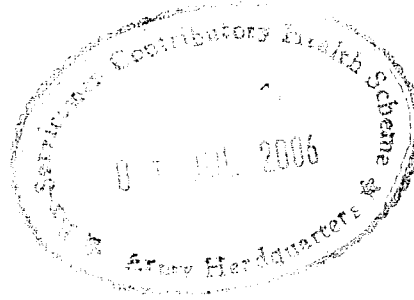


37B



No 24(6)/03/US (WE)/D(Res)/Pt III
Government of India
Ministry of Defence
Deptt of Ex-Servicemen Welfare
New Delhi, the 15th June, 2006

The Chief of Army Staff
The Chief of Naval Staff
The Chief of Air Staff


Subject : Agreement between contractually Engaged Person
and Station Commander for rendering services in
ECHS Polyclinics

Sir,

I am directed to refer to Government of India, Ministry of Defence letter No. 24(6)/03/US(WE)/D(Res) dated 22nd September, 2003 and to convey the sanction of the Government to the adoption of a standard agreement form to be followed/executed while appointing ECHS Polyclinic staff. The copy of the standard agreement form is placed as appendix to this letter.

2. This issues with the approval of Ministry of Law & Justice vide their Dy. No. 1868/ALA dated 03.05.2006 and Defence (Finance) vide their U.O. No. 552/PD/06 dated 30.5.2006.

Yours faithfully,


(V.K. JAIN)

Under Secretary to the Govt. of India

Copy to :-

1. CGDA, New Delhi
2. SO to Defence Secretary
3. PPS to Secretary (Defence /Finance)
4. PPS to DG (Acquisition)
5. PPS to AS(B) /PPS to AS (J)
6. Addl FA (H)
7. JS (ESW)
8. JS (O/N)
9. Addl FA (M)
10. Dir (Finance /AG)
11. Defence (Finance /AG/PD)
12. DFA (B)/DFA (N)/ DFA (Air Force)
13. AFA (B-1)
14. D (Works)/ D (Mov)/ D (Med)
15. O & M Unit

Also to :

16. DGAFMS
17. DGDE, New Delhi
18. DG DC &W
19. QMG
20. DGMS
21. DGMS (Air Force)
22. DGMS (Navy)
23. AOA
24. DESA
25. MD Central Organisation ECHS
26. ADG C&W
27. DG (Works), E-in-C Branch
28. ADG (FP)
29. All Command Headquarters
30. AG's Branch / CW-3
31. Naval Headquarters (PS Dte)
32. Air Headquarters

AGREEMENT

BETWEEN CONTRACTUALLY ENGAGED PERSON AND
STATION COMMANDER FOR RENDERING SERVICES
TO ECHS POLYCLINICS

THIS AGREEMENT made at _____(Place) on this _____(date) day of _____(Month) _____(year) Between the President of India acting through Station Commander _____(Place with full address if no security risk) for the Ex-Servicemen Contributory Health Scheme (ECHS), Adjutant General's Branch, Army Headquarters, Maude Lines, Delhi Cantt-110010, hereinafter called the ECHS, of the ONE PART and Dr/Shri/Smt _____(Name of the Engaged Person) son/daughter/wife of _____resident of _____(give address), hereinafter called the "Engaged Person" of the OTHER PART. When the Engaged Person is a female the expression he, him and his shall be read as she and her.

(A) The ECHS is engaged in providing comprehensive medical care to Ex-Servicemen Pensioners and their authorised dependents and is having its Polyclinic at _____(place).

(B) The ECHS intends to hire services of a _____(designation or nature of work) for its Polyclinic at _____(place) on contractual basis for a period of 12 months and for that purpose had advertised the requirement in the leading _____(National/Local) newspapers and after interviewing all the eligible and/or short listed applicants, has found Dr/Shri/Smt

etc. will be admissible to him/her. The said Engaged Person hired on contractual basis will not be entitled for any gratuity or terminal benefits whatsoever.

4. The payment of consideration shall be made by ECHS to the Engaged Person upto the _____th day of each succeeding month.

5. The Engaged Person will devote full time of tenure of his/her duty, skill and attention to promote the interests of the ECHS. He/She shall be bound to work for 48/30 hours a week and adhere to the timings, working hours and other discipline of the Polyclinic as laid down by the Station Commander. In addition, the Engaged Person shall promptly attend to any emergency duty outside ordinary working hours when 'on call' at his/her residence.

6. During his/her tenure of contractual engagement with the ECHS Polyclinic the Engaged Person shall NOT have any association or dealing, direct or indirect, in any manner with any ECHS empanelled Hospitals/Nursing Homes/Diagnostic Centres and supplies of goods or services or facilities etc.

7. During the period of contract, the Engaged Person shall not engage in any private (Medical) practice or professional consultation during working hours on working days.

8. The Engaged Person will be eligible for a leave of absence upto 10 days with full consideration as per clause 3 above on completion of his/her tenure of contractual engagement for services of 12 months with prior written sanction of the same by the Station Commander for ECHS. Pro-rata deduction in total monthly consideration shall be made for any excessive absence with prior notice/approval. Services of the Engaged

(f) Prolonged or habitual absence from duty prior permission of the competent authority including prolonged absence due to medical illness.

(g) Inadequate work load.

(h) Breach/violation of any provision of this agreement by the Engaged Persons.

(i) Any other ground warranting his/her removal from the contractual arrangement.

12. The Engaged Person will also have the right to terminate this agreement before the expiry of tenure of contractual appointment by giving one month's notice or by foregoing one month's contractual amount as consideration for engagement of services.

13. The Engaged Person will conduct himself/herself in a professional manner with highest ethical, moral and financial standards. The Engaged Person shall handle all equipment, instruments, machinery, tools and other assets with adequate professional care and condition and shall be responsible for any loss caused by lack of care, negligence or recklessness on his part and will not indulge in any malpractices, unethical practice, and financial misappropriation, misuse of organisation's property or administrative irresponsibility.

14. The Engaged Person declares and acknowledges that this agreement does not amount to employment with the ECHS or the Army, Navy, Air Force or Govt of India nor confer any right on the Engaged Person nor any representation or obligation on ECHS or the Army, Navy, Air Force or Govt of India as to possibility or performance in employment or any further engagement in ECHS or elsewhere at any time in future.

WHEREAS the ECCHS entered into an Agreement datedwith the Engaged Person (hereinafter called the Principal Agreement) for availing the services of the Engaged Person asfromtowith a provision of renewal.

AND WHEREAS the Parties are desirous to renew the Principal Agreement for another period of 12 months.

Now, this Agreement witnesses :-

That the parties hereby renew the Principal Agreement for a period of 12 months with effect from.....to.....With the same terms and conditions as mentioned therein except the following :-

Provided that any services actually provided from the date of expiry of the Principal Agreement to the date of signing of this Agreement shall be deemed to have been rendered under this Agreement.

WITNESSES

1. _____
(Signature)

Signed by Station Commander
as authorised official for ECCHS
For and on behalf of
The President of India

Address _____

2. _____

(Name and Address of Witness No. 1&2)

1. _____
(Signature)
2. _____

Signed by the within named
Engaged Person
Shri/Smt _____
Address _____

(Name and address of witness No. 1 &2)