

24(06)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 30.05.2006.

Yours faithfully

Sd/-xxx
(V.K. Jain)

Under Secretary to the Govt. of India

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 _____, Engaged Person suitable for performing duties of _____ (designation or nature of work).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The ECHS hires the professional services of Dr/Shri/Smt _____, the Engaged Person, as the _____ (designation or nature of work) for its Polyclinic at _____ (Place and Dr/Shri/Smt _____ (Name of Engaged Person) has agreed to provide his professional services in that capacity at the above mentioned Polyclinic for a period of 12 months from the date he/she joins duties.
2. The engagement of the Engaged Person for rendering his/her professional services shall be entirely contractual in nature and will be for a period of 12 months initially and thereafter renewable for 12 months at a time upto and subject to attaining the maximum age prescribed/indicated in Appendix A to Government of India, Ministry of Defence letter No. 24(6)/03/US(WE)/D(Res) dated 22 Sep 2003 or as amended from time to time. The renewal of contract will be subject to continued good conduct and performance of the Engaged person during the preceding 12 months and existence of the requirement for services of the Engaged Person at the ECHS Polyclinic. A fresh contract will be executed for each renewal.
3. The Engaged Person will be paid the total consideration for his services in the form of a consolidated (compensation) of Rs _____ (amount) per month and no other financial gain, assistance, facilities, perks, allowances, non practicing allowance 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 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 Person may be terminated by the appointing authority, in case the leave period exceeds 60 days.
9. If the Engaged Person shall at any time be in-capacitated by illness or accident arising out of any act, default, negligence, on the part of Engaged Person or other unavoidable causes from efficiently performing his/her duties pursuant to this Agreement, his/her monthly consideration on pro rata basis shall not be payable during the time of such incapacity or absence from duty.
10. The Engaged Person shall always perform duties under the directions and supervision of the Station Commander acting through the Officer-in-Charge polyclinic and he/she will carry out the assignments and duties as detailed in the charter of duties issued with this agreement and any other duties associated with his/her profession as may be entrusted to him/her by the Station Commander or by the other Officer-in-Charge Polyclinic from time to time.
11. The ECHS shall have the right to terminate this agreement by giving one month's notice to the Engaged Person or one month's consideration as compensation in lieu thereof without prejudice to the generality of the right of termination may be on any of the following grounds for which an opportunity to show cause will be afforded to him/her:-
 - (a) Professional incompetence or misconduct or an act of moral turpitude.
 - (b) Unsatisfactory performance of duty.
 - (c) Arrest or conviction by a court of law for any offence.
 - (d) Any act prejudicial to security or interest of the Organisation (ECHS).
 - (e) Absence of leave beyond 60 days.
 - (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 person.
 - (j) 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, 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.

15. The Engaged Person shall indemnify ECHS against all third party claims or proceedings in respect of his professional negligence, misconduct or deficiency in service.

IN WITNESS whereof the parties aforementioned have executed this agreement on this day and year first above mentioned.

WITNESSES

1. _____
(Signature)

Signed by Station Commander
As authorised official for ECHS
For and on behalf of
The President of India

2. _____

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

Address _____

1. _____

(Signature)

2. _____

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

Signed by the within named
Engaged Person

Shri/Smt _____

Address _____

WHEREAS the ECHS entered into an Agreement dated.....with the Engaged Person (hereinafter called the Principal Agreement) for availing the services of the Engaged Person asfromto.....with 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 month with effect fromto.....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 ECHS
For and on behalf of

The President of India

2. _____

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

Address _____

1. _____

(Signature)

Signed by the within named

2. _____

Engaged Person
Shri/Smt _____
Address _____

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