REVISED FORMAT OF MOA FOR CONTRACTUALLY EMPLOYED STAFF IN ECHS ESTABLISHMENTS

1. MOA signed between Stn Cdrs and contractual employees is an essential document to regulate the contract. Govt has approved fresh MOA format to be signed between contractually employed persons and Stn Cdrs as per Gol (MoD) letter No 22D (06)/2015/WE/D (Res-1) dt 06 Sep 2018 (copy enclosed).

2. The following actions will be taken:-
   (a) All contractual employments will now be regulated as per the current MOA.
   (b) All contractual employees including the cases whose renewal of contract is done will be regulated as per this docu and initial MOA will be signed accordingly.
   (c) Duration of contract and remuneration will be clearly mentioned and special case will be taken for ‘transfer vacancies’ which are specifically allowed upto a specified period and payment is regulated as per the vacancy against which the employment has been done.
   (d) Fresh MOA will be signed for those employees who are already employed by 31 Oct 2018 including those who are working at different establishment like CO ECHS, RCs, Service Hosps etc.

3. All RCs will ensure that a copy of this docum is fwd to all Stn HQs under their AOR for implementation.

Encls. (One).
Copy to:-
All Area HQs
All Sub Area HQs
Internal
All Secs - S & A Sec to upload on ECHS website.

(Sal Singh Sisodia)
Com
Dir (Ops & Coord)
for MD ECHS
No. 22D (06)/2015/WE/D (Res-1)
Government of India
Ministry of Defence

New Delhi, dated 6th September, 2018

To,

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 TO ECHS ESTABLISHMENT

Sir,

I am directed to convey the sanction of the Competent Authority to the format of Agreement to be entered between contractually Engaged Persons and Station Commanders for rendering services in ECHS establishments as embodied in the Annexure to this letter. The will be applicable with effect from the date of issue of the letter.

3. This issues with the concurrence of the Ministry of Law & Justice vide their Dy. No 0327/XVIII/LA(DEF) dated 14.3.18 and MoD (Finance/Pension) vide their ID No. 32(09)/2018/Fin/Pen dated 2.8.18.

Yours faithfully,

(A.K. Karn)
Under Secretary to the Govt. of India
Telefax: 23014946

Copy to:

1. MoD(F/P)
2. CGDA, New Delhi
3. AG, IHQ of Mod (Army)
4. COP, IHQ of MoD (Navy)
5. AOA, Air HQ (VB)
6. MD ECHS
7. Defence Attache, Kathmandu (Nepal)

Copy signed in ink to:-
All PCsDA/CsDA
TERMS & CONDITIONS: CONTRACTUAL EMPLOYEES OF ECHS

1. The ECHS hires the professional services of Dr/Shri/Smt ___________ the Engaged Person, as the ______________________ (designation or nature of work) and any other work for the betterment of ECHS 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 12 months.

2. The employment of the staff will be entirely contractual in nature and will be for a period of two years at the maximum based on the selection process by the competent authority subject to review of their conduct and performance after eleven months.

3. The ECHS reserves the right to terminate the appointee by giving 30 days notice or by paying remuneration for 30 days in lieu of notice any time during the tenure even without assigning any reason or misconduct or failure to perform assigned duties to the satisfaction of the Station Commander acting through the Officer-in-Charge Polyclinic/nominated Officer.

4. The Engaged Person will be paid the total consideration for his services in the form of a consolidated (compensation) of Rs ____________ (amount) per month or as amended by GOI and no other financial gain, assistance, facilities, perks, allowances, non practicing allowance etc will be admissible to him/her (except EPF if applicable, refer Para 5 below). The said Engaged Person hired on contractual basis will not be entitled for any gratuity or terminal benefits whatsoever. The Payment of consideration shall be made by ECHS to the Engaged Person on the monthly basis after duty of the month is over. The engaged person is not entitled to avail any medical facility from ECHS unless he/she is eligible member of ECHS.

5. EPF & MP Act 1952 will be applicable for ECHS est PAN India less the state of Jammu & Kashmir. In Jammu & Kashmir, EPF & MP Act scheme 1960 and EDLI scheme 2000 will be applicable. Amended provisions for these rules will also automatically apply.
6. The Engaged Person shall be entitled leave @ 2.5 days for every completed month, which will be lapsed, if accumulated, at the end of six months from the date of signing of MoA.

7. The Polyclinic can employ a relief if the duration of absence of an employee exceeds 20 days at a stretch. The services of the contractual employees will be terminated by the appointing authority without any notice in case absence period exceeds 60 days.

8. Pro-rata deduction from total monthly consideration shall be made for absence in excess of entitlement i.e. 2.5 days for every completed month subject to a total of 30 days in a calendar year.

9. This is a full time appointment. Hence the Engaged Person shall not accept any other appointment, paid or otherwise. Private practice is strictly prohibited.

10. The Engaged Person shall always perform duties under the directions and supervision of the Station Commander acting through the Officer-in-Charge Polyclinic/nominated Officer.

11. The Engaged Person shall furnish police verification within 60 days of signing of this agreement failing which his/her services will be terminated immediately without notice.

12. Any declaration given or information furnished by the appointee if found to be false or if any material, information is found to be suppressed then the appointee shall be liable for termination from contractual appointment without prejudice to such other action by the ECHS authorities as deemed necessary. The appointee will be liable for recovery of all remuneration paid during holding of contractual appointment based on false information.

13. All policy/administrative instruction issued by Central Org ECHS or any other HQs dealing with ECHS will be binding on the employee.

14. An individual removed on ground of indiscipline/inefficiency/any inadequacy from any ECHS establishment at any time will not be eligible for employment at any stage in ECHS organisations.
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. The engaged person declares and acknowledges that the engagement under this contract is temporary and contractual in nature and that he/she will, therefore, have no right to approach any court of law for extension of his/her service in ECHS beyond the contractual period stipulated in this agreement. This agreement constitutes the entire agreement between the ECHS and the Engaged Person, and supersedes all prior Agreements, understandings, negotiations, correspondence or discussions whether written or oral relative to the subject matter hereof.

16. The engaged person will conduct himself/herself in a professional manner with highest ethical, moral and financial standards and will not indulge in any malpractices, unethical practice, and financial misappropriation, misuse of organization’s property or administrative irresponsibility.

17. 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.

18. 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/Dental Centres/Diagnostic Centres/Authorised Local Chemists and suppliers of goods or services or medicines or facilities etc. That the contract of the engaged person will be terminated if he/she is found involved in accepting any employment, pecuniary benefits, gifts, bribes, commission, favours of any kind or business promotion incentives, directly or indirectly, for himself/herself or any family member, from private or Empanelled Hospitals/Nursing Homes/ Dental Centres/Diagnostic Centres/Authorised Local Chemists and suppliers of goods or services or medicines or facilities etc; or if the Engaged Person is found involved in promoting the business interest of the aforesaid healthcare/Medicare business entities.
19. The contractual appointment and continuation thereof, if any, shall be governed exclusively by the terms and conditions stated herein above.

IN WITNESS whereof the parties aforementioned have executed this agreement on ____ day of _____(month), _____(year) at _____(place)

WITNESSES

1. ____________________________
   (Signature)
   ____________________________
   (Name & Address)
   Signed by Station Commander
   As authorised official for ECHS
   For and on behalf of
   The President of India

2. ____________________________
   (Signature)
   ____________________________
   (Name & Address)

1. ____________________________
   (Signature)
   ____________________________
   (Name & Address)

2. ____________________________
   (Signature)
   ____________________________
   (Name & Address)

______________________________
(Shri/Smt Name)
______________________________
(Address)