

राजस्थान सरकार

निदेशालय, चिकित्सा स्वास्थ्य एवं परिवार कल्याण सेवायें, राजस्थान, जयपुर

क्रमांक:-ई-33/नैत्र सहायक/09/255

दिनांक:- 24-3-09

मुख्य चिकित्सा एवं स्वास्थ्य अधिकारी,

विषय:- अनुबन्ध के आधार पर नियुक्त 30 नैत्र सहायको की समयावधि बढ़ाने बाबत।

उपरोक्त विषयान्तर्गत लेख है कि संयुक्त निदेशक (अधता) मुख्यालय द्वारा विभिन्न आदेशों के तहत अनुबन्ध पर रखे गये नैत्र सहायको का गत अनुबन्ध दिनांक 31.3.2009 को समाप्त हो रहा है, जिसका आगामी वर्ष में नवीनीकरण भारत सरकार के नवीनतम पेटर्न ऑफ असिस्टेन्स के अनुसार रूपयें 8000/- एक मुश्त <sup>प्रतिमाह</sup> की दर से किया जाना है। नवीन अनुबन्ध 2 अप्रैल 09 से 31 मार्च 2010 तक पदस्थापित स्थानों पर ही किये जाने हैं।

अतः संयुक्त निदेशक (अधता) मुख्यालय एवं भारत सरकार से प्राप्त पत्रादि/स्वीकृति आदेश एवं पेटर्न तथा नवीन अनुबन्ध की छाया प्रति संलग्न कर लेख है कि प्रदत्त निर्देशों की अक्षरशः पालना सुनिश्चित करे।

संलग्न:- उपरोक्तानुसार

अतिरिक्त निदेशक (प्रशा0)  
चिकित्सा एवं स्वास्थ्य सेवायें  
राज0 जयपुर

क्रमांक:-ई-33/नैत्र सहायक/09/

दिनांक:-

प्रतिलिपी : संयुक्त निदेशक, चिकित्सा एवं स्वास्थ्य सेवायें, जोन -जयपुर/अजमेर/कोटा/बीकानेर/ जोधपुर/ उदयपुर/भरतपुर को प्रेषित कर लेख हैं कि आप अपने स्तर से भी आपके अधीन मुख्य चिकित्सा एवं स्वास्थ्य अधिकारियों को अवगत करावें।

अतिरिक्त निदेशक (प्रशा0)  
चिकित्सा एवं स्वास्थ्य सेवायें  
राज0 जयपुर

## अनौपचारिक टिप्पणी

विषय:- अनुबन्ध के आधार पर नियुक्ति 30 नेत्र सहायकों की समयावधि बढ़ाने के क्रम में।

विषयान्तर्गत आपकी अनौपचारिक क्रमांक ई-33/रेडियो/09/103 दिनांक 10.2.09 के क्रम में लेख है कि भारत सरकार के नवीनतम पैटर्न ऑफ असिस्टेन्स के अनुसार नेत्र सहायकों का अनुबन्ध आगामी वर्ष में 8000/- रु. (अक्षरे रूपये आठ हजार मात्र) एक मुश्त प्रतिमाह की दर से नवीनीकरण किया जाना है। गत अनुबन्ध 31 मार्च 09 को समाप्त हो रहा है तथा अब अनुबन्ध 2 अप्रैल 09 से 31 मार्च 2010 तक पदस्थापित स्थानों पर ही किया जाना है।

स्वीकृति आदेश एवं पैटर्न की प्रति आवश्यक कार्यवाही हेतु संलग्न है। इनके वेतन के लिये बजट भारत सरकार से प्राप्त होगा।

संयुक्त निदेशक (अंधता)  
मुख्यालय

अतिरिक्त निदेशक (प्रशासन)  
मुख्यालय

अनौ.टि. क्रमांक:- अंधता/09/198

दिनांक:- 18/3/09

Most Immediate

No.G.20011/1/2005-Ophth/BC (Pt.)  
Ministry of Health and Family Welfare  
Directorate General of Health Services  
Ophth/BC Section

Nirman Bhawan, New Delhi  
Dated 11.12.2008

To

The State Programme Officers (NPCB)  
All States/UTs.

Subject:- Pattern of assistance for National Programme for Control of Blindness during the 11<sup>th</sup> Five Year Plan.

Sir/Madam

As you are aware that the revised pattern of assistance for National Programme for Control of Blindness during the 11<sup>th</sup> Five Year Plan has been approved by the Cabinet Committee on Economic Affairs. The revised pattern of assistance, applicable w.e.f. 16<sup>th</sup> October, 2008, has already been circulated to all States/UTs vide this Ministry's O.M. of even number dated 21.10.2008. In the revised pattern of assistance, financial norms in respect of most of the scheme have been enhanced and six new initiatives have been introduced under the programme.

With a view to ensure adequate ophthalmic manpower to utilize available eye care infrastructure in States/UTs, salary support will be provided for appointment of the following posts on contractual basis only for the duration of the 11<sup>th</sup> Five Year Plan:-

Post	Approx. number	Salary per month/per posts
Ophthalmic Surgeon in District Hospitals in new District.	250	Rs.25000/-
Ophthalmic Assistant in District Hospitals in new Districts and in PHCs/Vision Centres where they are not available.	425	Rs.8000/-
Eye Donation Counsellors in Eye Banks in Government and NGO Sector.	150	Rs.10000/-

Contd. /-

It is requested that detailed proposals for requirement of the above posts in your state may be sent to this Ministry for consideration of release of salary support as per the norms.

Yours faithfully



(A.S.Rathore)

Assistant Director General of Health Services

(PS: This agreement will be applicable for the position of Medical & Para medical Staff position to be filled by contract)

### AGREEMENT

Article of the Agreement made this day, the \_\_\_\_\_ between Shri//Smt/Kum. \_\_\_\_\_ son/daughter. of \_\_\_\_\_ residing presently at \_\_\_\_\_ (the first party) and \_\_\_\_\_ designation of hiring authority representing District Health Society constituted by Government of Rajasthan, the second party.

Whereas the second party has agreed to hire services of first party for \_\_\_\_\_ in short \_\_\_\_\_ on contract basis under National Programme for Control of Blindness, a programme of Government of India funded 100% by them and the first has agreed to provide these services to the second party in that capacity for the period of one year on the terms and conditions herein after contained.

**NOW THESE PRESENT WITNESS AND BOTH THE PARTIES HERETO RESPECTIVELY AGREE AS FOLLOWS:**

#### **1. PERIOD OF CONTRACT:**

- (i) The period of contractual appointment shall be from 2-11-2009 to 31.3.2010
- (ii) The period of contract can however be extended by mutual concerned for the period of not more than one year at a time but will not in any case exceed five years in all or the date on which the National Programme of Control of Blindness closes, whichever is earlier. In case of National Programme of Control of Blindness stops before the normal date of closes for any reasons whatsoever, agreement shall stand terminated automatically at the end of one month from the date of such intimation by second party to the first party.

#### **2. SERVICES TO THE RENDERED AND CONSIDERATION THEREOF:**

The first party will present himself/herself at the place and time designated by the second party and render services to the second party broadly designated as \_\_\_\_\_ and described in detail in a job chart attached as Annexure - I to this agreement.

3. In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs. \_\_\_\_\_ per month. No other amount shall be payable to the first party other than compensatory allowances described later in this agreement and contribution of Rs. \_\_\_\_\_ (representing 10% of the consolidated amount) as second party's contribution for the Contributory Pension Fund.

#### **4. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:**

Monthly package amount shall be paid only on submission of monthly bill of service rendered to the satisfaction of second party or his / her authorized officer. First party will submit bill on the fifth of the following month and second will arrange to make payment upto 15<sup>th</sup> of the following month.

#### **5. OTHER TERMS AND CONDITIONS:**

As per Annexure - II

**7. ACTION AGAINST FIRST PARTY:**

- (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party shall entitle second party to terminate services of first party.
- (ii) Any unauthorized or willful absence from duty for a period of 15 days would entitle second party to terminate contract without any notice.

**8. TERMINATION OF CONTRACT:**

- (i) 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.
- (ii) Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract etc.
- (iii) The agreement / contract period shall stand terminated automatically on expiry of stipulated period if not extended a prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract. Nor does it entitle the first party to any assurance of employment in the state.
- (iv) In case, the National Programme for control of Blindness is extended by Government of India, a fresh contract would be negotiated and entered into.

**9. STANDARDS OF SERVICES:**

The first party shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regards to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to action under agreement.

**10. GENERAL:**

This contract is issued on the understanding that all the information given by the first party 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 second party will have the right either to withdraw the letter before first party joins or terminate appointment at any time the first has taken up services with the second party without any notice or compensation.

( \_\_\_\_\_ )

Signed by first party

( \_\_\_\_\_ )

Signed by authorized  
Signatory of the second party

Name:

Address:

Date:

WITNESS

\_\_\_\_\_

Signature

Name:

Address:

Dated:

Address:

Name:

Address:

Date:

WITNESS

\_\_\_\_\_

Name:

Address:

Dated:

Address:

## OTHER TERMS AND CONDITIONS OF ENGAGEMENT OF FIRST PARTY

1. **Leave:** 15 days leave in a calendar year shall be allowed to first party on proportionate basis e.g. if first party joins on 1<sup>st</sup> July then he/she shall be allowed 10 days leave. Similarly, if he/she is appointed from 1<sup>st</sup> December, monthly basis. However, second party can permit use of leave to accrue during a calendar year only in advance for deserving reasons. Unavailed leave shall stand lapsed at the end of calendar year.
2. **Maternity Leave:** Maternity leave up to two months each for maximum two children would be admissible to female employees.
3. **Medical Reimbursement:** During the period of contractual appointment first party shall avail mediclaim insurance policy upto Rs. 1 lakh, offered by State Insurance Department or from any other Insurance Company. In case, first party opts to avail it from any other Insurance Company, the premium paid by first party would be reimbursed by second party upto Rs. 500/- per annum on production of receipt.
4. **Gazetted/Restricted holidays:** Holidays gazetted by Government of Rajasthan shall be admissible to first party. However, no restricted holidays shall be admissible. Compensatory/weekly of against Sunday or any other holiday will be admissible. This may be availed in the same month).
5. **Permission for leaving Headquarters:** First party will not leave headquarters without prior permission of second party or his/her authorized authority in this regard.
6. **Traveling Allowance:** In case of tour as directed by second party, first party shall be eligible for traveling allowance as per rules.
7. **HRA:** First party shall not be entitled for any Government accommodation.
8. No deduction towards RPMF/GPF/SI/Accidental Group Insurance Scheme shall be paid from package of first party.
9. First party shall not be entitled for any regularization or any special preference in regular recruitment.
10. First shall not be provided any loans and advances by the second party.
11. No bonus shall be payable to first party.
12. The first party shall get himself/herself covered under any accidental insurance scheme. For this purpose, first party can join the accidental insurance scheme from SI Department or opt for accident insurance coverage from any other insurance company for which an annual premium of Rs. 150/- shall be reimbursed by the second party on production of receipt.
13. No terminal leave shall be admissible on termination of the contract.
14. TDS on income, if due, shall be recovered from package payable to first party.

15. General conditions, ethics and observance:

- d. The First party shall observe general satisfactory conducts and ethics at the level expected under orders/rules and instructions issued by higher authorities/second party.
- e. The first party shall be non-transferable.
- f. The first party will not accept any full time/part time employment or engage in any other work, business occupation or pursue an study course without the prior approval of the second party.
- g. All manufacturing or construction departments/organizations/consultancies etc, with which the first might be associated with, will not be eligible to participate in bidding for any goods or works/consultancy etc. from or associated with the project of which this first party assignment forms a part.
- h. In case uniform/livery is compulsory, the first party will comply the instructions, for which no extra payment will be made by second party.

**Explanatory Memorandum**

**(For 'Superscripts' marked in the Agreement)**

1. Describe the work to be performed by the first party broadly and in brief e.g. providing medical services in rural areas/providing data entry services providing teaching services for students in class I to V etc.
2. Mention the name of Centrally Sponsored Scheme, State Plan Scheme or any Project for which being engaged.
3. Mention the date when the contract shall come into effect.
4. Mention the date upto which contract will subsist i.e. the date of disengagement of first party.
5. The contractual appointee may be allowed to travel on duty in bus/rail as per entitlement.
6. Daily allowance may be determined @ 0.75% of consolidated amount for service providers providing manual, clerical, ministerial, computer, nursing para medical services.