

Terms and Conditions:

1. The contract to be entered into with the Reserve Bank of India will be valid for a period of 3 years from the date of coming into force of the contract.
2. It will be the duty of the Bank's Medical Consultant (BMC) to attend to the dispensary during the duty hours as mentioned above (or for longer period as may be decided by the Bank) excluding Bank holidays except days declared as holidays for the purposes of half-yearly closing and annual closing. The Bank may use the services of the BMC beyond the duty hours as mentioned above, depending on the necessity.
3. It will be the duty of the BMC to give advice free of charge and prescribe medicines to the members of the staff including touring staff of the Bank, the members of their families including dependent parents and retired employee members/their spouses who are members of the Medical Assistance Fund Scheme of the Bank, who present themselves during prescribed time (the timings and/or duration may be changed as and when considered necessary by the Bank). It will be the duty of the BMC to be available for consultation at his/ her private clinic in urgent cases in respect of the employees of the Bank at any time with charges at the rate prescribed in the schedule of the Bank. The schedule of charges applicable to the Staff/Officers of the Bank would be made available by the Bank to the BMC on request.
4. It will be the duty of the BMC to provide the facilities referred to in paragraph (3) above to the relatives of the employees who have been permitted to reside with them in the Officers'/Staff Quarters and the BMC will facilitate recovery of charges from the concerned employees for credit to the Bank's account at the rates prescribed by the Bank from time to time.
5. It will be the duty of the BMC to perform duties similar to those of a General Medical Practitioner irrespective of whatever qualifications (post-graduate or other medical qualifications) possessed/may be acquired by him/her in future. It will be the duty of the BMC to ensure that the qualifications that are held or acquired in future by him/her do not restrict him/her in any manner from rendering the services required of a General Medical Practitioner. If as per any stipulation of the Indian Medical Association, the qualifications that are held or

acquired by the BMC, as the case may be, come into conflict with the Bank's requirements as indicated above, to work as a general practitioner, the BMC will be required to ensure that no liability or responsibility on this account devolves on the Bank under any circumstances and the BMC shall indemnify and keep indemnified the Bank at all times against the same. The liabilities of the BMC will be that of an independent contractor and not that of an agent of the Bank.

6. The duties of the BMC at the RBI Office Premises apart from other requirements as mentioned above will also include:
 - i. Treatment of minor and major illness for which the employees and their dependents may call on him/her.
 - ii. Treatment of emergency cases brought to the dispensary or in the Bank's premises or outside the Bank's premises and reference to appropriate Hospitals, whenever called upon to attend, even when such necessity arises outside normal working hours.
7. The BMC is required to visit any member of the Bank's Staff staying in the Quarters/leased Flats whenever required to do so by the Bank and submit a report on his health. For such visits, a visit fee will be paid as per the schedule of rates fixed by the Bank.
8. The BMC is required to issue certificate in support of leave availed by the employees of the Bank on medical grounds wherever necessary.
9. The BMC is required to attend to the officers/Staff of the Bank and members of their family at their residence when required by them and will be entitled to charge them a visit fee or consultation fee, as fixed by the Bank, having regard to the local conditions. The visit fee/consultation fee, so fixed, will be inclusive of charges for administration of injections, etc. No other charges should be levied by BMC for such visits.
10. If and when required to do so, the BMC is required to certify in such form as may be prescribed by the Bank from time to time as to the state of health and/or fitness for service of any employee or any prospective employee who may be selected for appointment at any Office of the Bank.
11. The BMC is required to use his good offices for securing hospital facilities (for indoor hospitalization under Direct Settlement facility) in case the employees of the Bank or their families require such facilities in the hospital.

12. The BMC is required to give professional opinion including reasonableness for the cost of treatment pertaining to the various items of medical claims as and when the same are referred to him/her.
13. The BMC is required to do prophylactic inoculations for typhoid, etc. and vaccination for small-pox whenever necessary.
14. The BMC is required to attend to any other work assigned by the Bank from time to time relating to administration of Bank's Medical Facilities Scheme and Medical Assistance Fund Scheme including dispensary facility as are generally performed/required to be performed by a General Medical Practitioner.
15. The remuneration of BMC is fixed at **₹850/- per hour**. However, the Bank reserves the right to review the remuneration from time-to-time. The fixed remuneration is payable on a monthly basis and out of the total monthly remuneration so payable, a sum of ₹1000/- per month will be treated as conveyance expenses. Further, reimbursement of mobile charges of ₹1,000/- per month will be provided. BMC will not be entitled for the superannuation benefits viz. pension, provident fund or gratuity and no leave would be admissible to the BMC. Also, no perquisites or facilities viz. Leave Fare Concession or medical facilities would be made available to BMC. Taxes on the income of the BMC would be deducted at sources as per extant rates and Government notifications.
16. In the event of the BMC absenting from duty for more than a week (three consecutive working days), he/she is required to make substitute arrangements acceptable to the Bank viz. in terms of qualification and experience at his/her own risk and cost.
17. The BMC will be under the administrative control of the General Manager & O-i-C, Reserve Bank of India, Shillong Office.
18. The BMC shall be required to adhere to the code of conduct given in Annex -II.
19. The contract will be valid for a period of three years from the date of coming into force of the contract subject to acceptance of the above terms and conditions and adherence to the code of conduct of the Bank as given in Annex-II.
20. The engagement of the BMC under the contract is on temporary basis and no claim shall lie for regular employment on that basis at any stage or for pay and perks payable to regular employees of the Bank.

21. The contract will be terminable by either side on issue of three months' notice or payment of three months' remuneration in lieu thereof.
22. Any dispute arising out/on account of the contract shall be subject to the jurisdiction of the Courts in Shillong.