

Engagement of the services of Medical Consultant (on contract basis) with fixed hourly remuneration - Terms and Conditions of the Contract

1. The Medical Consultant has to attend to La-place Officers' Flats, Shahnazaf Road, Hazratganj, Lucknow-226001 from 10.00 AM to 11.00 AM (Tuesday & Wednesday) and the dispensary at Aliganj Staff Quarters, Sector 'J', Aliganj, Lucknow-226024 from 07.00 AM to 10.00 AM (From Monday to Saturday) excluding Bank holidays except days declared as holidays for purposes of half yearly closing and annual closing subject to the condition that the dispensary will not be kept closed for two successive days & at its dispensary at La-place Officers' Flats, Shahnazaf Road, Hazratganj, Lucknow-226001 from 10.00 AM to 11.00 AM (Tuesday & Wednesday). The Bank may use the services of the Medical Consultant depending on necessity.
2. To give advice free of charge, prescribe medicines and administer injections free of charge 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 (MAFS), who present themselves during that time (the timings and/or duration may be changed as and when considered necessary by the Bank). To be available for consultation at his private clinic in urgent cases in respect of employees of the Bank at any time with charges at the rate prescribed in the schedule. The schedule of charges applicable to the Staff/Officers of the Bank would be made available on request.
3. To provide the facilities referred to in paragraph (2) above to the relatives of the employees who have been permitted to reside with them in the Staff Quarters and facilitate recovery of charges from the employees for credit to the Bank's account at the rates prescribed by the Bank from time to time.
4. To perform duties similar to those of a General Medical Practitioner irrespective of whatever post-graduate or other medical qualifications are possessed/may be acquired in future. To ensure that the qualifications that are held or acquired in future do not restrict in any manner from rendering the services required of a General Medical Practitioner and as per any stipulations by the Indian Medical Association, the qualifications that are held or acquired as the case may be comes into conflict with the Bank's requirements as indicated above, to work as a general practitioner. It will be required to ensure that no liability or responsibility on this account devolves on the Bank under any circumstances and shall indemnify and keep indemnified the Bank at all times against the same. The liabilities of the appointed Medical Consultant will be that of an independent contractor and not that of an agent of the Bank.
5. The duties of Medical Consultant at the RBI dispensary 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.
 - (ii) Treatment of emergency cases brought to the dispensary or in the departments 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.

(iii) Administration of all types of injections with the responsibility for any untoward reaction if it occurs. As a rule, administration of injections by the Pharmacists in his absence is to be discouraged. To train the Pharmacists to administer routine and simple type of injections when the work is heavy.

(iv) Handling the important dressings and minor surgeries.

6. To visit any member of the Bank's Staff staying in the Quarters whenever required to do so by the Bank and submit a report on their health. For such visits, a visit fee will be paid as per the schedule of rates fixed by the Bank.
7. To issue certificate in support of leave on medical grounds wherever necessary and countersign the certificates produced by the employees from other qualified medical practitioners, after satisfying about the genuineness of the case.
8. To attend on officers 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 him for such visits.
9. If and when required to do so, 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.
10. To issue order forms (prescribed) on the approved chemists of the Bank for supply of special/costly drugs or injections required for curative purpose to the Bank's staff and forward copies thereof to the Bank for payment of the relative bills.
11. To use your good offices for securing hospital facilities in case the employees of the Bank or their families (for indoor hospitalization under Direct Settlement facility) require such facilities in the hospital.
12. To inspect the office premises/Staff Quarters and Officers' Quarters once a month and report whether they are kept in sanitary and hygienic condition.
13. To do prophylactic inoculations for typhoid, etc. and vaccination for small-pox whenever necessary.
14. To submit an annual report as on the 30th June in the prescribed form on the general health of the staff.
15. Responsibilities for the proper storage of medicines and their distribution and arranging for the maintenance of all necessary records for the purpose.
16. To advise on drug indents, and to counter-check the drug stock-balance and consumption.
17. To give professional opinion including reasonableness of the cost of treatment pertaining to the various items of medical claims as and when the same are referred to him.
18. 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.

19. The remuneration is fixed at **₹850/- per hour for the period of contract**. The fixed remuneration is payable on a monthly basis. Further, no superannuation benefits viz. pension, Provident Fund or gratuity will be payable. No leave would be admissible. No perquisites/facilities also would be made available. However, If required to attend the Dispensary on any public holiday a compensation of ₹850/- per hour would be paid. Taxes on the income would be deducted at sources as per extant rates and Government notifications.
20. To make substitute arrangements acceptable to the Bank viz. in terms of qualification and experience in the event of absence from duty.
21. Bank's Medical Consultant will be under the administrative control of the Regional Director, Reserve Bank of India, Lucknow.
22. To adhere to the code of conduct as given in the Annex to this terms and conditions.
23. The contract will be valid for a period of three years from the date of engagement subject to his accepting the above terms and conditions and observing the code of conduct of the Bank as given in Annex-II. The contract will be reviewed every year.
24. The engagement under the contract is purely temporary in nature. No claim shall lie for regular employment in the Bank on that basis at any stage. No claim shall lie for pay and perks payable to regular employees or for any other facilities provided to regular employees by the Bank.
25. The contract will be terminable during the period of the contract, on three months' notice on either side or three months' remuneration in lieu thereof.