

# <u>Engagement of Medical Consultant (MC) in the Bank</u> on contract basis with fixed hourly remuneration, Gangtok

<u>Applications</u> are invited from eligible candidates for preparing a panel to fill up 1 (one) post (**unreserved**) of **Medical Consultant** (MC) on purely contract basis, with fixed hourly remuneration for Reserve Bank of India (the Bank) located in Gangtok.

- (ii) Eligible candidates may apply as per the format given in Annex-I only. Application in a sealed cover should reach the General Manager and Officer in Charge, Human Resource Management Department, Reserve Bank of India, Gangtok 737102 before 1700 hrs. on October 27, 2020 (tentative). The sealed cover should be super-scribed as 'Application for the post of Medical Consultant on contract basis with fixed hourly remuneration'.
- (iii) Candidates are advised to thoroughly read this advertisement and satisfy themselves about their eligibility before submitting the application.
- 2. The location and working hours (tentative) are as under:

SI No	Name of Dispensary & Address	Working Days	Tentative Working Hours
1	Reserve Bank of India Upper tadong, Amdo Golai Gangtok- 737102	Monday to Friday	1200 – 1300 hours

### 3. Eligibility Criteria:

- (i) Applicant should possess MBBS degree of any University recognized by the Medical Council of India in the Allopathic system of medicine.
- (ii) Applicant having Master's Degree in General Medicine may also apply.
- (iii) Applicant should have a minimum of 2 (two) years post qualification experience practicing Allopathic system of medicine in any hospital or clinic as Medical Practitioner.
- (iv) Applicant should have his/her dispensary or place of residence within a radius of 2-5 km from the Bank's dispensaries.

### 4. Remuneration, duty hours and other conditions:

(i) During the period of contract, a remuneration of Rs.1000/- per hour will be paid. Out of the monthly remuneration so payable, a sum of Rs.1000/- per month will be treated as conveyance expenses. No other facilities/perks will be payable to the MC engaged on contract basis.

- (ii) The engagement is purely on contract basis. No superannuation benefits viz. Pension, Provident Fund or Gratuity will be payable for the engagement. No leave, perquisites/facilities would be admissible. If required to attend to the Dispensary on any public holiday, compensation @ Rs.1000/- per hour would be paid.
- (iii) Remuneration will be paid as per the actual duty hours performed and will be all inclusive.
- (iv) RBI reserves the right to review the rate of remuneration from time to time, change the duty hours as well as the dispensary at its discretion, in case it becomes expedient for administrative and operational requirements. Due to change of the dispensary, the number of working hours of the MC may change accordingly.
- (v) Contract for engagement will be for a period of three years. There will not be any renewal of engagement on completion of the contract period.

#### 5. Modalities for selection:

- (i) Selection will be made through interview of eligible candidates. The Bank reserves the right to raise the minimum eligibility standards etc. in order to limit the number of candidates to be called for interview. The decision of the Bank in this regard will be final. The Bank will not entertain any correspondence with the applicants who have not been called for the interview.
- (ii) The shortlisted applicant/s after interview will be subjected to medical examination as per prescribed norms and other document verification process before being engaged as MC on contract basis.
- (iii) Candidate selected for the post will be appointed subject to their being found medically fit and his/ her acceptance of Terms and Conditions as per Annex II and Code of Conduct as per Annex III.
- (iv) The selected candidate has to enter into an agreement with the Bank before engagement of their service as Medical Consultant (on contract basis) with fixed hourly remuneration.



# Application for Engagement of Medical consultant On contract basis with fixed hourly remuneration at RBI, Gangtok

Fix recent passport size photograph

1. Name in full: Shri/Smt./Kum	(to be gi	ven in	block le	etter, S	urnam	e to be	stated fi	 irst)	
2. Father/ Husband's Name:									
3. (a) Address :									
Residence			Dispensary						
(b) Phone No. : Mobile No. : E-mail ID :		1							
(c) Approximate distance from	the Ban	k's Di	spensar	y locate	ed at:				
Address Dis		stance from Dis				stance from spensary (in Kms.)			
Reserve Bank of India Upper Tadong, Amdo Golai Gangtok - 737102				(			<b>,</b> (		
4. Date of Birth:	D	D	М	М	Υ	Y	Υ	Υ	
Age as on October 1, 2020 :			ye	ars		month	s	(	
5. Place of birth and domicile	:					_			
6. Nationality	:								

7. Whether belongs to	SC/ST/OBC/UR(Ger	neral): SC / ST	/ OBC / UR (Ge	en)					
8. Educational Qualific (Indicate degree/diplo		der of highest to le	east)						
Degree/Diploma	Universit	Year of passing	Class/ Rank						
<ul> <li>9. Particulars of any other     Courses in medicine completed     by the applicant :</li> <li>10. Details of experience     (Experience after graduation should only be stated):</li> </ul>									
Experience	From	То	Peri Year/s	od Month/s					
In Hospital (as a Physician)			T Call/3	WOTH 1/3					
As General Practitioner									
11. Any other factors which the Applicant would like to bring into account for considering his/her Application									
I hereby declare that the correct. I also note the material information engagement is liable to	nat if any of the above or particulars have b	e statements are i been suppressed	incorrect or fals or omitted the	se or if any refrom, my					
Place:									
Date: (Signature of the ap									

## **INSTRUCTIONS**

- 1. All the details in the Application Form are to be filled up completely by the applicant, as incomplete Forms are liable to be rejected.
- 2. Attested copies of relevant certificates regarding age, educational qualifications, caste, experience etc. should be attached with the Application Form.
- 3. If the candidate is working as a Medical Officer for any institution the details thereof and working hours therein should be indicated.

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

- 1. To attend to Banks' employees at RBI, Gangtok with prescribed duty hours as mentioned in para 2 of the advertisement (or for longer periods as may be necessary) 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. The Bank may use the services of the Medical Consultant at its other dispensaries located at residential colonies/Main office Premises on requirement.
- 2. To give advice free of charge, prescribe medicines and administer injections free of charge to the members of the staff including staff of the Bank on tour, the members of their families including dependent parents and retired employee members/their spouses who are members of the Medical Assistance Fund Scheme, who present themselves during the dispensary timings (duration may be changed as and when considered necessary by the Bank). You will be available for consultation at your 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 to the MC 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/ Officers 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 the MC may possess / acquire in future. It shall be the MC's responsibility to ensure that the qualifications he/she holds or acquires in future do not restrict him/her in any manner from rendering the services required of a General Medical Practitioner. However, if as per any stipulation of the Indian Medical Association, the qualification he/she holds or acquires as the case may be, comes into a conflict with Bank's requirement to work as a General Practitioner, he/she shall 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.
- 5. The duties at the RBI dispensary will also include, apart from other requirements as mentioned above:
- (i) Treatment of minor and major illness for which the employees and their dependents may call upon the MC.
- (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 your normal working hours.
- (iii) Administering all types of injections The responsibility for administering all types of injections rests with the MC for any untoward reaction. As a rule, administration of injection by the Pharmacists in MC's absence is discouraged. The MC will be required to train the Pharmacists to administer routine and simple type of injections when the work is heavy.

- (iv) Important dressings and minor surgeries are to be handled only by the MC. If he/she is convinced that the pharmacists have the requisite competence, routine dressings may be handled by them.
- 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 the MC will be paid visit fees 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, if the MC is satisfied about the genuineness of the case.
- 8. To attend to 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. Such visit fee/consultation fee, so fixed, will be inclusive of charges for administration of injections, etc. No other charges should be levied by MC for such visits.
- 9. If and when required to do so, the MC will certify in such forms as may be prescribed by the Bank from time to time as to the state about the 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 relating bills.
- 11. To use the MC's good offices/ contacts 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 a 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 the MC will arrange 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 the MC.
- 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. For the services rendered by MC, the remuneration is fixed at ₹ 1000/- per hour for the 3 years 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. If required to attend to the Dispensary on any public holiday, compensation @ Rs.1000/-per hour would be paid.
- 20. In the event of the MC absenting from duty, he/she shall be required to make substitute arrangements of doctor/s acceptable to the Bank viz. in terms of qualification and experience at MC's own risk and cost.
- 21. The MC will be under the administrative control of the General Manager and Officer in Charge, Reserve Bank of India, Gangtok.
- 22. The engagement is purely contractual and is on hourly basis. 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.
- 23. The Bank reserves the right to review the rate of remuneration from time to time and alter the duty hours and location of dispensary at its discretion in case it becomes expedient to suit administrative and operational requirements.
- 24. The MC will adhere to the Code of Conduct as mentioned in Annex-III.
- 25. Your contract will be valid for a period of three (3) years from the date of engagement subject to acceptance the above terms and conditions.
- 26. The contract can be terminated during the period of contract, on three months' notice on either side or three months' remuneration in lieu thereof. During the notice period the MC shall continue to discharge his/her contractual obligations unless specifically dispensed with by the Bank.
- 27. In case of any breach of the terms and conditions the Bank reserves the right to terminate the contract of the MC forthwith without assigning any reason and without any claim for compensation.
- 28. Any dispute arising on account of the contract shall be subject to the exclusive jurisdiction of the Courts at Gangtok.

# Engagement of the services of Medical Consultant (on contract basis) with fixed hourly remuneration - Code of Conduct

- 1. Every Medical Consultant shall observe, comply with and obey all orders and directions which may from time to time be given to him/her by any person or persons under whose jurisdiction, superintendence or control he/she may for the time being be placed.
- 2. Every Medical Consultant shall maintain the strictest secrecy regarding the Bank's affairs and the affairs of its constituents and shall not divulge, directly or indirectly, any information of a confidential nature either to a member of the public or to the Bank's Staff, unless compelled to do so by judicial or other authority, or unless instructed to do so by a superior officer of the Bank in the discharge of his/her duties. No Medical Consultant shall contribute to the press anything relating to the affairs of the Reserve Bank of India without the prior sanction in writing from the Bank or publish any document, paper, or information which may come into his/her possession in his/her capacity as Medical Consultant of the Bank. The MC shall also maintain patient confidentiality and shall not share the patient profile with any outsider/third party. The confidentiality requirement shall be perpetual and shall survive after the termination of contract. The MC shall indemnify and keep the Bank indemnified for any loss suffered by the Bank as a result of disclosure of any confidential information.
- 3. Every Medical Consultant shall serve the Bank honestly and faithfully and shall use his/her utmost endeavor to promote the interests of the Bank and shall show courtesy and attention in all transactions.
- 4. No Medical Consultant shall take an active part in politics or in any political demonstration or stand for election as member for a Municipal Council, District Board or any Legislative Body during their tenure.
- 5. No Medical Consultant shall become or continue to be a member or office-bearer of, or be otherwise directly or indirectly associated with, any trade union or a federation of such trade union or resort to, or in any way abet, any form of strike or participate in any violent, unseemly or indecent demonstration in connection with any matter pertaining to his/her terms and conditions of contract.
- 6. A Medical Consultant shall not solicit or accept any gift from any employee/ visitors to the dispensary.
- 7. A Medical Consultant shall not absent from his/her duties without the permission from the Bank and without making alternate arrangement acceptable to the Bank during his/her absence. Such alternate arrangement shall not exceed five days at a time.
- 8. A Medical Consultant shall not outsource/ sub-contract his/her service to the Bank.
- 9. A MC shall not be under the influence of any intoxicating drink or drug while on duty and also ensure that his/her performance is not affected by any intoxication. Further, the MC should also refrain from being in a state of intoxication in public place.

**Explanation**: The term "public place" would include clubs even exclusively meant for members where it is permissible for the members to invite non-members as guests, bars and restaurants, public conveyances and all other places to which the public have or are permitted to have access, whether on payment or otherwise.

10. No Medical Consultant shall indulge in any act of sexual harassment of any woman including women employees at work place.

**Explanation:** For this purpose, "Sexual Harassment" shall include such unwelcome sexually determined behaviour, whether directly or by implication as:-

- a) Physical contact and advances,
- b) demand or request for sexual favours,
- c) sexually coloured remarks,
- d) showing pornography,
- e) Any other unwelcome physical, verbal or non-verbal conduct of a sexual nature besides, all such definition/interpretation as applicable in the statute/laws.
- 11. The contract is liable to be terminated if a Medical Consultant is arrested for debt or on a criminal charge or is detained in pursuance of any process of law.
- 12. Medical Consultant shall not give, solicit or receive nor shall offer to give solicit or receive, any gift, gratuity, commission or bonus in consideration of or return for the referring, recommending or procuring of any patient for medical, surgical or other treatment. He/ She shall not directly or indirectly, participate in or be a party to act of division, transference, assignment, subordination, rebating, splitting or refunding of any fee for medical, surgical or other treatment.
- 13. The provision at 12 above shall apply with equal force to the referring, recommending or procuring by him/her or any person, specimen or material for diagnostic purposes or other study/ work.
- 14. The contract is liable to be terminated in case a Medical consultant commits a breach of the code of conduct of the Bank mentioned above or the terms and conditions of the contract accepted by him/her, displays negligence, inefficiency or indolence, or knowingly does anything detrimental to the interests of the Bank or in conflict with its instructions or is guilty of any other act of misconduct.