

**Engagement of Medical Consultant (MC) on Contract Basis with Fixed Hourly Remuneration –
Terms and Conditions of Contract**

1. To attend to the Bank's dispensary as per the prescribed duty hours (or for longer period 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 reserves the right to shift the place of engagement of MC among the dispensaries as per its requirement. Further, the Bank may use the services of the MC at its other dispensaries in case of any need.
2. To give advice, prescribe medicines and administer injections free of charge to RBI Staff members in Mumbai including that of other officers on tour or visit to Mumbai, their family members including dependent parents and also to the retired employee members/their spouses who are members of the Medical Assistance Fund Scheme (MAFS) [referred to as visitors], who visit the dispensary. In case of urgency, the MC shall be available for consultation at his/her private clinic, any time and charge as per Bank's Schedule of charges. This Schedule of Charges which is applicable to the Staff/Officers of the Bank would be made available to the MC on request.
3. To provide the facilities referred to point No. 2 above to the relatives of employees who have been permitted to reside with them in the Staff/Officers Quarters and facilitate recovery of charges (as per Bank's prescribed rate) from the employees for credit to the Bank's account 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. In addition to the above, duties at the dispensary includes the following:

(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 refer to appropriate Hospitals whenever called upon to attend even when such necessity arises outside 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 injections 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 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.

(v) In case of Cardio vascular or other major emergencies and accidents, you should accompany the patient to the hospital, if you are available at the location.

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 Bank's schedule of charges.

7. To issue certificate in support of leave on medical ground 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 their family members at their residence when required by them and charge a visit fee or consultation fee from them, 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 shall be levied by MC for such visit.

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 state about the health and / or fitness for service of any employee or any prospective employee who may be selected for appointment in 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 relating bills.

11. To use the MC's good offices/contacts for securing hospital facilities in case any employee of the Bank or their family (for indoor Hospitalization under Direct Settlement Facility) requires it.

12. To inspect the office premises/Quarters once in 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. To ensure proper storage of medicines and their distribution as well as maintenance of all necessary records in this regard.

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 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 Medical Consultant, the remuneration is fixed at **Rs.850/- per hour for the 3 years of contract**. The fixed remuneration is payable on monthly basis. Out of the total monthly remuneration so payable, a sum of Rs. 1000/- per month will be treated as conveyance expenses. Further, Bank's Medical Consultant will not be eligible for any superannuation benefits viz. Pension, Provident Fund or Gratuity. No leave, perquisites/facilities would be admissible. If required to attend to the Dispensary on any public holiday, compensation @ Rs.850/- per hour shall be paid. Taxes on the income would be deducted at source as per extant rates and Government notifications. No other facilities/perks will be payable to MC.

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 Regional Director, Reserve Bank of India, Mumbai Regional office, Mumbai.

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 candidates belonging to SC, ST or OBC are required to submit Caste Certificate issued in the prescribed form by the Competent Authority at the time of signing of the contract with the Bank.

24. OBC category candidates should have a valid certificate that he/she do not belong to the creamy layer.

25. For EWSs candidates, the Income and Asset certificate should be issued by a Competent Authority in the format as prescribed in DoPT Office Memorandum No.36039/1/2019-Estt(Res) dated January 31, 2019.

26. Engagement of SC/ST/OBC/EWS candidates on contract basis is provisional and is subject to submissions of Certificate of Caste Validity claim/ Income and Asset certificate as the case may be, from the competent authority by the candidate within a period of 6 months from the date of such engagement. If the candidate fails to submit Certificate of Caste Validity/ Income and Asset certificate or if the verification reveals that the claim to belong to Scheduled Category or Scheduled Tribe or Other Backward Class or not to belong to 'creamy layer' or EWS as the case may be, is false, the services of such candidate shall be terminated forthwith without assigning any further reason and the Bank reserves the right to take such legal action as it may deem fit.

27. 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.

28. The MC will adhere to the Code of Conduct as mentioned in **Annex-III**.

29. The contract will be valid for a period of three (3) years from the date of engagement subject to acceptance of the terms and conditions.

30. The contract can be terminated by either side by giving a notice of three months 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.

31. 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.

32. Any dispute arising on account of the contract shall be subject to the exclusive jurisdiction of the Courts at Mumbai.