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

A. Responsibilities/Duties etc.

- 1. You shall attend to the Bank's Office dispensary located at RBI Dispensary, Main Office Premises, (Annex Building) Reserve Bank of India, Station Road, Panbazar, Guwahati, Assam 781001 and at Reserve Bank of India Officer's Colony, G.S. Road, Christian Basti, Opposite-Central Mall, Guwahati 781005 with duty hours from as mentioned in Para 2(viii) 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.
- 2. You will give medical 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, who present themselves during that time (the timings and / or 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 on request.
- 3. You will 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/leased flats 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. You will be required to perform duties similar to those of a General Medical Practitioner irrespective of whatever post-graduate or other medical qualifications you may possess / acquire in future. It shall be your responsibility to ensure that the qualifications you hold or acquire in future do not restrict you in any manner from rendering the services required of a General Medical Practitioner and if as per any stipulations by the Indian Medical Association, the qualification you hold or acquire as the case may be, comes into conflict with the Bank's requirements as indicated above, to work as a general practitioner, you will be required to ensure that **no liability or responsibility** on this account devolves on the Bank under any circumstance and shall indemnify and keep indemnified the Bank at all times against the same.

Bank's Medical Consultant's liability will be that of an independent medical service provider and not that of an agent of the Bank.

- 5. Your duties at the RBI dispensary will 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.
 - 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. Administration of all types of injections The responsibility for administering all types of injections rests with you for any untoward reaction. As a rule, administration of injections by the Pharmacists in your absence is to be discouraged. You will be required to train the Pharmacists to administer routine and simple type of injections when the work is heavy.
- iv. The important dressings and minor surgeries are to be handled only by you. If you are convinced that the Pharmacists, have the requisite competence routine dressings may be handled by them.
- 6. You will be required 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 you will be paid visit fees as per the schedule of rates fixed by the Bank.
- 7. You will be required 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 you are satisfied about the genuineness of the case.
- 8. You will be required to attend 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 you for such visits.
- 9. If and when required to do so, you will 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. You will be required 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. You will be required 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. You will be required to inspect the Office premises/staff quarters and Officer's quarters/leased flat once a month and report whether they are kept in a sanitary and hygienic condition.
- 13. You will be required to do prophylactic inoculations for typhoid, etc. and vaccination for small pox whenever necessary.

- 14. You will be required to submit an annual report as on the 31st March or/and such other date as may be advised by the Bank in the prescribed form on the general health of the staff.
- 15. You will be responsible for the proper storage of medicines and their distribution and to arrange the maintenance of all necessary records for the purpose.
- 16. You will also be required to advise on drug indents, and to counter-check the drug stock- balance and consumption, as and when required by the Bank.
- 17. You will be required 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 you.
- 18. You will be required to attend to any other work assigned by the Bank from time to time relating to administration of Bank's Medical Facilities Scheme (BMFS) and Medical Assistance Fund (MAF) Scheme including dispensary facility as are generally performed / required to be performed by a General Medical Practitioner. In case of cardio-vascular or other major emergencies & accidents, the BMC should accompany the patient to the hospital, if he/she available at the location.
- 19. In the event of your absenting from duty, you shall be required to make substitute arrangements acceptable to the Bank viz. in terms of qualification and experience at your own risk and cost.
- 20. You shall observe the Code of Conduct for Bank's Medical Consultant of the Bank which is attached in **Annex-II** herewith.

B. Remuneration

For the services rendered by you, the remuneration is fixed at ₹1000/- per hour for the three years of contractual service. The fixed remuneration is payable on a monthly basis. Further, Bank's Medical Consultant will not be eligible for any superannuation benefits viz. Pension, Provident Fund or Gratuity. Bank's Medical Consultant will also not be entitled to leave or any other perquisites/facilities. If required to attend to the Bank on any public holiday, compensation @ ₹1000/- per hour would be paid.

C. Other relevant Issues

- i. You will be under the administrative control of the Regional Director, Reserve Bank of India, Guwahati Office.
- ii. The engagement under the contract is temporary. No claim shall lie for regular employment on that basis at any stage or for pay and perks payable to regular employees.
- iii. The Bank reserves the right to review the rate of remuneration from time to time and alter the duty hours and location at its discretion in case it becomes expedient to suit administrative and operative requirements.
- iv. The contract will be terminable during the period of contract, on three months' notice on either side or three months' remuneration calculated @ ₹1000/- per hour per Bank working days in lieu thereof. However, in cases of gross misconduct, Bank may terminate the contract with a notice period of 10 days.
- v. Any dispute arising on account of the contract shall be subject to the jurisdiction of the Courts of Guwahati.