

# Engagement of Medical Consultant (MC) in the Bank on Contract Basis with Fixed Hourly Remuneration, Patna

<u>Applications</u> are invited from eligible candidates for preparing a panel of three (03) posts of Part Time Bank's Medical Consultant (MC) on purely contract basis, with fixed hourly remuneration for the dispensaries of Reserve Bank of India (hereinafter referred to as the Bank) located in Patna. The reservation requirement of the vacancies is as under:

Category	sc	ST
Number of Vacancies	2(1)	1

#### Vacancies in brackets () indicate backlog.

- (ii) Eligible candidates may apply as per the format given in <u>Annex-I</u> only. Application in a sealed cover should reach the Regional Director, Human Resource Management Department, Recruitment Section, Reserve Bank of India, Patna 800001 on or **before 17:30 hrs. on April 05, 2024**. The sealed cover should be super-scribed as 'Application for the post of Medical Consultant on contract basis with fixed hourly remuneration'.
- (iii) Candidates seeking reservation as Schedule Caste (SC) /Schedule Tribe (ST) must ensure that they are entitled to such reservation and must submit all the requisite certificates in the prescribed format in support of their claim along with the application.
- (iv) Candidates seeking reservation as SC/ST shall have to produce a certificate in the prescribed proforma ONLY, meant for appointment to posts under the Government of India from the designated authority clearly indicating the candidate's caste, the Act/Order under which the caste is recognised as SC/ST and the Village/Town the candidate is ordinarily a resident of. They must also ensure that the name of their caste/community and its spelling in their caste/community certificate should be exactly as mentioned in the lists notified by the central government from time to time (for ST category the list of caste for each state is available on the site <a href="http://www.ncst.nic.in">http://www.ncst.nic.in</a> and for SC category the list of castes for each state is available on the site <a href="http://www.socialjustice.nic.in">http://www.socialjustice.nic.in</a>). A certificate containing any variation in the caste name will not be accepted.
- (v) 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:

SL No.	Name of the Dispensary and Address	Tentative Working Days
1.	Bank's Main Office Premises Dispensary, South Gandhi Maidan, Patna -800001	Monday -Friday
2.	RBI Officer's Quarters Dispensary, Lohianagar, Patna- 800016	Monday-Saturday
3.	RBI Staff Quarters Dispensary, Bahadurpur, Patna-800004	Monday-Saturday

4.	RBI Staff Quarters Dispensary, Kurji, Kurji More, Patna- 800010	Monday-Saturday
5.	RBI Staff Quarters Dispensary, Digha, Danapur, Patna-800012	Monday-Saturday
6.	RBI Staff Quarters Dispensary, Road No. 10A, Rajendra Nagar, Patna -800016	Monday-Saturday
7.	RBI Senior Officer's Quarters Dispensary, Bank Road, Patna -800001	Monday-Saturday

### 3. Eligibility, Terms & Conditions

- (i) Applicant should at a minimum, possess MBBS degree of any University recognized by the Medical Council of India in the Allopathic system of medicine.
- (ii) Applicant having post graduate Degree in General Medicine may also apply.
- (iii) Applicant should have a minimum of two (2) years post qualification experience practicing Allopathic system of medicine in any hospital or clinic as a Medical Practitioner.
- (iv) Number of hours of engagement of a MC can be increased up to 30 hours per week as per the requirement of the Bank. However, the total hours of engagement of a MC in all dispensaries put together shall not exceed 30 hours per week.
- (v) Applicant should have his/her dispensary or place of residence within a radius of 3-5 kms from the Bank's dispensaries.
- (vi) 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.

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

- (i) During the period of contract, a remuneration of ₹1,000/- per hour will be paid. Out of the monthly remuneration so payable, a sum of ₹1,000/- per month will be treated as conveyance expenses. Further, reimbursement of Mobile charges at the rate of ₹1000/- per month will be granted. No other facilities/perks will be payable to the BMC 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 a dispensary on any public holiday, compensation @ ₹1,000/- per hour shall 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 & days 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.

#### 5. Selection Process

(i) The Bank will conduct an interview for the shortlisted candidates. The Bank reserves the right to raise the minimum eligibility criteria in order to limit the number of candidates to be called for interview. The decision of the Bank in this regard will be final. Mere fulfilling of the eligibility criteria does not entitle the candidate to

be called for Interview. Apart from those who may be called for interview, the Bank will not entertain any correspondence with the applicants who are not found eligible / not considered eligible for interviews.

- (ii) Applicants shortlisted after the interview will be subjected to medical examination as per prescribed norms and other document verification process before being empanelled as MC on contract basis. The cost of these medical tests will have to be borne by the applicant only. The Bank shall not pay any reimbursement in this regard.
- (iii) A candidate placed on the panel will be engaged as and when requirement arises subject to his/her being found medically fit and on acceptance of Terms and Conditions given in <a href="mailto:Annex-II">Annex-II</a> and the Code of Conduct given in <a href="mailto:Annex-II">Annex-III</a>.
- (iv) The empanelled 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.

ANNEX - II

## 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 requirements. 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 Patna including that of other officers on tour or visit to Patna, 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. The liability would be as on independent contractor and not as an agent of the Bank.
- 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 a MC should accompany the patient to the hospital, if they 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 ₹1,000/- 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 ₹1,000/- 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 @ ₹1,000/- 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, Patna Regional office.
- 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 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. Engagement of SC/ST 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 or if the verification reveals that the claim to belong to Scheduled Caste or Scheduled Tribe as the case may be, is false, the services of such candidate shall be terminated forthwith without assigning any further reason or without any claim for compensation thereof and the Bank reserves the right to take such legal action as it may deem fit.
- 25. 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.
- 26. The MC will adhere to the Code of Conduct as mentioned in Annex-III.
- 27. 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.
- 28. 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.
- 29. In case of any breach of the terms and conditions or non-satisfactory performance of services, the Bank reserves the right to terminate the contract of the MC immediately without assigning any reason and without any claim for compensation.
- 30. Any dispute arising out of contract shall be subject to arbitration wherein arbitrator shall be appointed by the Bank after taking in view of MC. Further in the case of failure of arbitration, any dispute arising on account of the contract shall be subject to the exclusive jurisdiction of the Courts at Patna.
- 31. Apart from attending their regular assigned duties the MC may be required to perform their work in the Online Samadhan Module of the Bank.

**CODE OF CONDUCT - ANNEX - III** 

- 1. Every MC 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 MC 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.
- 3. Every MC 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 MC 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 his tenure.
- 5. No MC 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. No MC 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 MC 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.
- 7. The Medical Consultant shall not be 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 seven days at a time.
- 8. Medical Consultant shall not outsource/sub-contract his/her service to the Bank.
- 9. Medical Consultant 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 Medical Consultant 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. Medical Consultant shall not solicit or accept any gift from any employee/visitors to the Dispensary.
- 11. 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 behavior, 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.

- 12. The contract is liable to be terminated if the Medical Consultant is arrested for debt or on a criminal charge or is detained in pursuance of any process of law.
- 13. 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.
- 14. The provision at para-13 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.
- 15. The contract is liable to be terminated in case a MC 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.