

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

1. To attend to the Bank's dispensaries during prescribed duty hours as mentioned in para vii 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 as per 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 other offices of the Bank on tour or visit to Jammu, 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, for 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 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 circumstances and shall indemnify and keep indemnified the Bank at all times against the same.

5. The duties at the Bank's dispensary will also include the following apart from the requirements mentioned above:

(i) Treatment of minor and major illness for which the employees and their dependents may call on you.

(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 - The responsibility for administering all types of injections rests with you for any untoward reaction. As a rule, administration of injections by the Pharmacist in your absence is discouraged. You will be required to train the Pharmacist to administer routine and simple type of injections when work is heavy.

(iv) The important dressings and minor surgeries are to be handled only by you. If you are convinced that the Pharmacist, 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 you 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 you are satisfied about the genuineness of the case.
8. To attend to the 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 shall 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. 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 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 also arranging 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 you.
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 entire period of contract i.e. 3 years**. The fixed remuneration is payable on a monthly basis. Further, no superannuation benefits viz. Pension, Provident Fund or Gratuity will be payable. No leave, perquisites/facilities would be admissible. If required to attend to the Dispensary on any public holiday, compensation @ ₹850/- per hour shall be paid. Out of total monthly remuneration so payable, a sum of **₹1000/-** per month may be treated as conveyance expense. Taxes on the income would be deducted at sources as per extant rates and Government notifications.
20. In the event of your absents 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.
21. You will be under the administrative control of the Regional Director, Reserve Bank of India, Jammu.

22. **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.

23. The Bank reserves the right to review the rate of remuneration from time to time and alter the duty hours and the duty dispensary at its discretion in case it becomes expedient for administrative and operative requirements.

24. You will be required to observe the Code of Conduct for Medical Consultants of the Bank as per [Annex-II](#).

25. Your contract will be valid for a period of three (3) years from the date of engagement subject to your accepting the above terms and conditions.

26. The contract will be terminable during the period of contract, on three months' notice on either side or three months' remuneration in lieu thereof.

27. Any dispute arising on account of the contract shall be subject to the jurisdiction of the Courts of Jammu.

Code of Conduct for Medical Consultants whose services are engaged on contract on hourly basis with fixed remuneration

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 Medical Consultant shall indemnify the Bank 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.
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.
7. A Medical Consultant shall not absent from his/her duties without the permission from the Bank and 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 his/her service to the Bank.
9. A Medical Consultant will -
 - a) strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which he/she may, for the time being, happen to be;
 - b) not be under the influence of any intoxicating drink or drug while on duty and shall also take care that performance of his/her duties at any time is not affected in any way by the influence of such drink or drug;
 - c) refrain from consuming, in a public place, any intoxicating drink or drug;
 - d) not appear in a public place in a state of intoxication;
 - e) not use any intoxicating drink or drug to excess.

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 employee 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.

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 paragraph 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.