

**Terms and conditions for entering into contract with Medical Practitioners
(Other than Retired Doctor) on full time basis,**

1. The contract shall be entered into for one year or less from the date of entering into contract. Period of contract is not extendable on any grounds. However, the Railway Administration shall reserve the right to enter into fresh contract with the practitioner (by giving at least one week's break from the end of previous engagement) upto 20 (twenty) consecutive terms on year to year basis or till attaining the age of 65 years whichever is earlier and each term of engagement shall not exceed more than one year.
2. The full time Contract Medical Practitioner (hereinafter referred to as CMP) who enters into contract with the Railways will not have any claim or right for his/her continuity in service or automatic extension of the terms of contract.
3. During the validity of the contract, the CMP will be eligible to terminate the contract for betterment of his/her carrier or on any other grounds by giving 15 days notice to the Railways. The Railways can also terminate the contract at any time during the contract by giving 15 days notice without assigning any reasons whatsoever. Contract shall also be terminated if the CMP is found to be mentally or physically incapacitated.
4. The CMP shall undergo a medical examination, before the contract is entered into for his/her fitness to perform the work awarded to him/her. At the time of entering into contract, the CMP shall produce Certificates of his/her antecedents from two Gazetted Officers of the Central/State Govt.
5. At the time of entering into contract, the CMP shall produce certificates for proof of date of birth, Caste and Educational Qualification.
6. The CMP shall have to undergo a brief orientation for a period of two weeks.
7. Normally Sundays and National Holidays will be off and authorized absence without affecting the fees shall be allowed at the rate of two days per month to be availed any time during the contract period to the extent earned up to that time. Any Medical Officer leaving his place of posting/availing/National Holiday etc. should get prior permission for his Controlling Authority.
8. Expenses on outstation journeys connected with the contract work will be borne by the Railways. Duty Passes will be issued by the Railways for the purpose of journey in the line Jurisdiction of the Health Unit where the CMP renders service and the Divisional Headquarters and the CMP will be paid a fixed rate of Daily Allowance, i.e. Rs.900/- (Rupees Nine hundred only) per day during such journeys. This will be subject to fulfillment of other provisions pertaining to Daily Allowance prescribed in IREC Vol.-II.
(Authority:- Board's letter No. 2014/E(GR)/II/1/1. Dated. 19-12-2018.).
9. The monthly fee for CMPs and the daily rate of proportionate reduction from the fee in the event of the CMP absents himself for periods exceeding those stipulated in the contract are at the following rates:.

Category of CMP.

General Duty Medical Practitioners/Dental Doctor.
Specialist(1st Year)
Specialist(2nd year onwards).
Super Specialist.

Monthly Remuneration.

Rs. 95,000/- p.m.
Rs. 1,23,500/-p.m.
Rs. 1,30,000/-p.m.
Rs. 1,42,000/-p.m.

(Authority:- Railway Board's Order No. 2020/E(GR)II/1/3 DTD. 17-09-2024)

The remuneration specified as above includes HRA and Transport Allowance in case of full time Contract Doctors. All other terms and condition as laid down in Railway Board's letter No. 96/E (GR) 9/16 dated 23-02-2009 and as amended from time to time shall remain unchanged.

10. Full time CMP may be provided unfurnished accommodation subject to availability. In case Railway accommodation is provided to the CMP, an amount equivalent to HRA and licence fee of the accommodation so provided shall be deducted from the monthly fee admissible to the CMP.
11. Electric Charge and water charges are to be recovered from the monthly fee.
Authority:- Railway Board's Order No.90/E (GR)/II/9/27 dated 02-01-1992.
12. The CMP may be given one set of 1st Class Complimentary Pass for Self and family during each contract. The Pass however, shall be issued after he/she renders three month of contract service regularly.
13. The CMP may be issued 1st Class Green Duty Pass for self on administrative exigency.
(Authority:- Railway Board's Order No.91/E(GR)/II/9/2. Dated 30-07-1991.)
14. The CMP may avail of free medical treatment for self only except the operations categorized as "Special" in Para 622(8) of Indian Railway Medical Manual 2000 and treatment normally available from his/her respective Divisional/Zonal Railway Hospital during the currency of contract.
15. The CMP shall be governed in respect of matters not referred to in these terms and conditions by any orders/ amendments to the terms of contract issued by the Railways from time to time.
16. The CMP shall attend to all normal tasks, which any medical practitioner is conventionally doing He/ She will also attend to emergencies and accidents.
17. CMP shall issue sick/fitness Certificate for a period upto 7 days, beyond which a regular Railway Medical Authority available at the nearest Hospital/Dispensary/Health Unit should countersign the Certificate so issued by him/her.
18. The CMP shall not perform administrative work like pre-employment or periodical medical examinations, sanction of leave to Group-C and D staff and certification with respect to food items considered unfit for human computation etc. However, the CMP shall be allowed to permit Group-C and D casual leave if sought for 3 days or less at a stretch.
19. The CMP shall not make medical recommendation of any kind referred to Para 559 to 564 of Indian Railway Medical Manual, 2000.
20. The CMP will not have any financial powers. However, he /she may operate the impress account in accordance with the guidelines contained in IRMM. However, an authorized Railway Medical Officer shall be countersigned the cash voucher in such cases. No Cash impress account shall be recouped unless an Indian Railway Medical Authority countersigns the proposals.
21. The CMP shall not initiate/review/accept the confidential reports of Group-"C" Railway employees. However, he/ she on request prepares and presents the performance report of the staff.
22. The CMP shall not indent or condemn/recommend for any tools and plants.

**Terms and conditions of the contract of Retired doctors engaged as
Contract Medical Practitioners.**

- 1) The contract shall be entered into for a period of one year or less from the date of entering into the contract. Period of contract shall not extendable on any grounds. However, the Railway Administration shall reserve the right to enter into fresh contract with the Retired Doctors for another term.
- 2) The engagement shall purely be on contract basis for a period of one year or till the regular incumbent joins or attaining the age of **67** years whichever is earlier.
- 3) The retired doctor engaged as Contract Medical Practitioner shall not have any claim or right for his/her continuity in service or automatic extension of the term of contract.
- 4) During the validity of the contract, the CMP shall be at liberty to terminate the contract for betterment of his/her carrier or on any other ground by giving 15 days notice to the Railways. The contract can also be terminated by the Railways at any time during the contract by giving 15 days notice without assigning any reasons whatsoever. Contract shall also be terminated if the CMP is found to be mentally or physically incapacitated.
- 5) The CMP shall undergo a medical examination before the contract is entered into for his/her fitness to perform the work awarded to him/her.
- 6) At the time of entering into contract, the CMP shall produce original certificates for proof of his/her date of birth and educational qualifications.
- 7) Normally Sundays and National Holidays shall be off and in addition, authorized absence without detriment to the terms shall be allowed at the rate of two days per month to be availed any time during the contract to the extent earned by the CMP till such time. This facility shall be available to the CMP subject to fulfillment of conditions stipulated in Clause-12 and 13 of the terms and conditions. Any CMP leaving his place of work on leave of absence/national holidays should obtain prior permission of the controlling authority.
- 8) Expenses on out-station journeys connected with the contracted works shall be borne by the Railways. Duty Passes shall be issued by the Railways for the purpose of journey in the line of jurisdiction of the Health Unit where the CMP renders service and to the Divisional Headquarters and the CMP shall be paid a fixed rate of Daily Allowance i.e. Rs 900/- (Rupees Nine hundred only) per day during such journeys. This will be subject to fulfillment of other provisions pertaining to Daily Allowance prescribed in Indian Railway Establishment Code Vol. II.
- 9) In the event of unauthorized absence of Contract Medical Practitioner from duty or absence from duty for a period exceeding the period stipulated in the contract, there shall be proportionate deduction from remuneration.
- 10) The retired doctor engaged as CMP may be provided with Railway accommodation at places where earmarked Railway accommodation for Railway doctors is vacant/available after meeting the residential requirement of the serving Railway officers. In case Railway accommodation is provided to the Contract Medical Practitioner, an amount equivalent to HRA payable to a fresh entrant to Group-A Jr Scale and licence fee of the Railway accommodation so provided shall be deducted from the monthly remuneration payable to the Contract Medical Practitioner.
- 11) No Railway Privilege Passes/PTOs shall be admissible to the retired Railway doctors engaged as CMPs in his/her capacity of Contract Medical Practitioner.
- 12) The CMP shall be governed in respect of matters not referred to in these terms and conditions by any orders/amendments to the terms of the contract issued by the Ministry of Railways from time to time.

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- 13) The CMP shall attend to all normal tasks which any medical practitioner is conventionally doing. He /she will also attend to emergencies and accidents.
- 14) No Financial or Administrative powers shall be vested in retired doctors engaged as CMPs.
- 15) The CMP shall also not be entitled to any benefit like Provident Fund, Pension, Gratuity, Non-Practicing Allowance, Medical facilities, Seniority, Promotion etc. or any other benefits available to the Railway servants appointed on regular basis.
- 16) Only a fixed consolidated remuneration will be paid on full time basis of Retired Railway/ Central/ State Government, PSU Doctors i) Rs 1,23,500/- p.m.(for 1st year) & Rs 1,30,000/- p.m.(for 2nd year onwards) for the Specialist Doctors in the requisite field, ii) Rs.95,000/-p.m. for General Duty Medical Officer subject to the **condition (both for Specialist & GDMO) that Contractual Remuneration + Pension drawn by retired doctor should not exceed the Last Pay Drawn at the time of retirement.** This will not be applicable to the Doctors retired from PSU's.
The retired doctor may be engaged for **seven consecutive terms** , not being more than one year each on fresh by giving **at least one week's break** from the end of the previous contract subject to the condition that age **should not be more than 67 years** whichever is earlier.
- 17) The retired doctor engaged as CMP shall be on full time appointment of the Railways and shall not accept any other appointment, paid or otherwise and shall not engaged himself/ herself in a private practice of any kind during the period of contract.
- 18) The CMP shall not perform administrative work like pre-employment or periodical medical examinations, sanction of leave to Group-C and D staff and certification with respect to food items considered unfit for human computation etc. However, the CMP shall be allowed to permit Group-C and D Staff casual leave if sought for 3 days or less at a stretch.
- 19) The CMP shall not make medical recommendation of any kind referred to in Para 559 to 564 of Indian Railway Medical Manual (IRMM), 2000.
- 20) The CMP will not have any financial powers. However, he/she may operate the imprest account in accordance with the guidelines contained in IRMM. However, the cash vouchers in such cases shall be got countersigned by an authorized Railway Medical Officer. No cash imprest account shall be recouped unless the proposal is countersigned by an Indian Railway Medical Service Officer.
- 21) The CMP shall not initiate/review/accept the annual confidential reports of Group-C Railway employees. However, he /she shall on request, prepare and present the performance report of the staff.
- 22) The CMP shall not indent or condemn/recommend for condemnation of any tools and plants.
