

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

1. To attend to the Banks' dispensary at Ground Floor, Indrayani Hostel, College of Agricultural Banking, Reserve Bank of India, University Road, Pune-411016, during prescribed duty hours as mentioned in Para vii of the advertisement (or for longer periods as decided by the Bank) 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. To advise free of charge, prescribe medicines and administer injections free of charge to the members of the staff including staff of the Bank on tour, 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 (the timings and/or duration may be changed as and when considered necessary by the Bank). To be available for consultation at his/her 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. 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 Bank's 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 that he/she may possess / acquire in future. It shall be Bank's Medical Consultant responsibility to ensure that the qualifications he/she hold or acquire in future do not restrict 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 he/she 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, he/she 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. Bank's Medical Consultant liability will be that of an independent contractor and not that of an agent of the Bank.

5. Bank's Medical Consultant duties at the RBI dispensary will also include, apart from other requirements as mentioned above:

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

(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 his/her normal working hours.

(iii) Administration of all types of injections - The responsibility for administering all types of injections rests with him/her for any untoward reaction. As a rule, administration of injections by the pharmacists in his/her absence is to be discouraged. He/she will be required to train the pharmacists wherever posted in the Bank, to administer routine and simple type of injections if so required when the work is heavy.

(iv) The important dressings and minor surgeries are to be handled by Bank's Medical Consultant. If Bank's Medical Consultant is convinced that the pharmacists 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 Bank's Medical Consultant 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 he/she is satisfied about the genuineness of the case.

8. To attend 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 should be levied for such visits.

9. If and when required to do so, to 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 his/her 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/Residential premises 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 be responsible for the proper storage of medicines and their distribution and to arrange 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 him/her.

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 Bank's Medical Consultant, the remuneration is fixed at **₹.1000/- per hour for the 3 years of contract**. 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 also would be made available. If required to attend to the Dispensary on any public holiday, compensation @ ₹.1000/- per hour would be paid.

20. In the event of Bank's Medical Consultant absenting from duty, he/she shall be required to make substitute arrangements acceptable to the Bank viz. in terms of qualification and experience at his/her own risk and cost.

21. Bank's Medical Consultant will be under the administrative control of the Principal, College of Agricultural Banking, Reserve Bank of India, Pune- 411016

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 location of dispensary at its discretion in case it becomes expedient to suit administrative and operative requirements.

24. To observe the Code of Conduct for Medical Consultants of the Bank which is attached in **Annex-II** herewith.

25. The contract will be valid for a period of three years from the date of engagement subject to your accepting the above terms and conditions and observing the code of conduct of the Bank as given in **Annex. II**. The contract will be reviewed every year.

26. 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 month in lieu thereof.

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