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Date : May 12, 2023

**Engagement of Bank's Medical Consultant (BMC) on Contractual Basis with Fixed Hourly Remuneration at Reserve Bank of India, Bhubaneswar**

**Applications** are invited from eligible candidates to fill up 02 (two) vacancies [01 Unreserved (UR) and 01(one) Scheduled Tribe(ST)] for the post of Bank's Medical Consultant (BMC) on contract basis, with fixed hourly remuneration for the dispensaries situated at the Main Office Building Dispensary, Reserve Bank of India, Pandit Jawaharlal Nehru Marg, Bhubaneswar, Reserve Bank of India Officers' Quarters, Nayapalli, Bhubaneswar, Reserve Bank of India Staff Quarters Vidyut Marg, Bhubaneswar and Reserve Bank of India Staff Quarters, Baramunda, Bhubaneswar. The application from eligible candidates should reach the Regional Director, Reserve Bank of India, Pandit Jawaharlal Nehru Marg, Bhubaneswar-751001 on or before May 31, 2023.

- The applicant should at a minimum, possess MBBS degree of any recognized university in the Allopathic system of medicine recognized by the Medical Council of India.
- The applicant should have a minimum of two years' experience in practicing medicine in any hospital or clinic as a medical practitioner.
- The applicant should have his/her dispensary or place of residence within a radius of 3-5 kms from the Bank's dispensaries at the aforementioned locations.
- The remuneration of Bank's Medical Consultant on contract basis will be fixed with reference to the actual duty hours performed and will be all inclusive.
- The contract for engagement will be for a period of 03 (three) years. There will not be any renewal for engagement on completion of the period of contract.
- The rate of remuneration and the duty hours are tabulated below:

SI No	Dispensary	Timings/ Duty Hours@	Remuneration
1	Main Office Building Dispensary, Reserve Bank of India, Pandit Jawaharlal Nehru Marg, Bhubaneswar	12:15 pm to 5:15 pm (Monday)	1. ₹1000/- per hour valid for the entire period of contract i.e., three years.  2. Out of the total monthly remuneration so payable, a sum of ₹1000/- per month shall be treated as conveyance expenses.
		12:00 noon to 5:15 pm (Tuesday to Friday)	
2	Reserve Bank of India Officers' Quarters, Nayapalli, Bhubaneswar	7:30 pm to 9:00 pm (Monday to Saturday)	
3	Reserve Bank of India Staff Quarters Vidyut Marg, Bhubaneswar	7:00 am to 11:20 am (Monday to Saturday)	
4	Reserve Bank of India Staff Quarters, Baramunda, Bhubaneswar	5:00 pm to 7:00 pm (Monday to Saturday)	
@ Subject to change			

7. The Reserve Bank of India 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.

8. Interested and eligible candidates may please make an application in the prescribed format as at **Annex –III**. The application should be sent in a sealed envelope super-scribed:-

**“Application for the post of Bank’s Medical Consultant on contract basis (with fixed hourly remuneration)”**

**Selection Procedure:**

9. The Bank will be conducting an interview for the shortlisted eligible candidates. The Bank reserves the right to raise the minimum eligibility standards etc. 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 the eligibility criteria will not entitle a 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 will not be called for the interview.

10. The shortlisted applicants after interview will be subjected to medical tests as per prescribed norms before entering into contract with the Bank for rendering services as Bank's Medical Consultant (BMC). The cost of these medical tests will have to be borne by the applicants.

11. The candidate selected for the post will be appointed subject to his/her being found medically fit and acceptance of **Terms and Conditions of Contract as per Annex-I and Code of Conduct as per Annex-II**.

12. The selected applicant shall have to sign an agreement with the Bank before engagement as Bank's Medical Consultant (BMC) on contract basis with fixed hourly remuneration.

**Annex - I**

**Terms and Conditions:**

- The contract to be entered into with the Bank will be valid for a period of 3 years from the date of coming into force of the contract. There will not be any renewal for engagement on completion of the period of contract.
- It will be the duty of the BMC to attend to the dispensaries during the duty hours as mentioned above (or for longer period as may be decided by the Bank) excluding Bank holidays except days declared as holidays for the 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 BMC beyond the duty hours as mentioned above, depending on the necessity.
- It will be the duty of the BMC to give 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 prescribed time (the timings and/or duration may be changed as and when considered necessary by the Bank). It will be the duty of the BMC 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 of the Bank. The schedule of charges applicable to the Officers/Staff of the Bank would be made available by the Bank to the BMC on request.
- It will be the duty of the BMC to provide the facilities referred to in paragraph (3) above to the relatives of the employees who have been permitted to reside with them in the Officers'/Staff Quarters and the BMC will facilitate recovery of charges from the concerned employees for credit to the Bank's account at the rates prescribed by the Bank from time to time.
- It will be the duty of the BMC to perform duties similar to those of a General Medical Practitioner irrespective of whatever qualifications (post-graduate or other medical qualifications) are possessed/may be acquired in future by him/her. It will be the duty of the BMC to ensure that the qualifications that are held or acquired in future by him/her do not restrict him/her in any manner from rendering the services required of a General Medical Practitioner. If as per any stipulation of the Indian Medical Association, the qualifications that are held or acquired by the BMC, as the case may be, come into conflict with the Bank's requirements as indicated above, to work as a general practitioner, the BMC will be required to ensure that no liability or responsibility on this account devolves on the Bank under any circumstances and the BMC shall indemnify and keep indemnified the Bank at all times against the same. The liabilities of the BMC will be that of an independent contractor and not that of an agent of the Bank.
- The duties of the BMC at the dispensaries of RBI Officers'/Staff Quarters apart from other requirements as mentioned above will also include:
  - Treatment of minor and major illness for which the employees and their dependents may call on him/her.
  - Treatment of emergency cases brought to the dispensaries 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 with the responsibility for any untoward reaction if it occurs. As a rule, administration of injections by the Pharmacists in the absence of BMC is to be discouraged. To train the Pharmacists to administer routine and simple type of injections when the workload on BMC is heavy.
  - iv. The important dressings and minor surgeries are to be handled only by the BMC. However, if the BMC is convinced that the Pharmacists have the requisite competence, routine dressings may be handled by them.
7. The BMC is 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 his health. For such visits, a visit fee will be paid as per the schedule of rates fixed by the Bank.
  8. The BMC is 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, after satisfying about the genuineness of the case.
  9. The BMC is required to attend the Officers/Staff 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 BMC for such visits.
  10. If and when required to do so, the BMC is required 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.
  11. The BMC is 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.
  12. The BMC is required to use his 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.
  13. The BMC is required to inspect the office premises/Staff Quarters and Officers' Quarters once a month and report whether they are kept in hygienic condition.
  14. The BMC is required to do prophylactic inoculations for typhoid, etc. and vaccination for small-pox whenever necessary.
  15. The BMC is required to submit an annual report as on March 31 each year or any date decided by the Bank in the prescribed form on the general health of the Bank's staff.
  16. The BMC will be responsible for the proper storage of medicines and their distribution and will also arrange for the maintenance of all necessary records for the purpose.
  17. The BMC is required to advise on drug indents and to counter-check the drug stock-balance and consumption.
  18. The BMC is required to give professional opinion including reasonableness for the cost of treatment pertaining to the various items of medical claims as and when the same are referred to him/her.
  19. The BMC is required 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.
  20. The remuneration of BMC is fixed at **Rs. 1000/- per hour**. However, the Bank reserves the right to review the remuneration from time-to-time. The fixed remuneration is payable on a monthly basis and out of the total monthly remuneration so payable, a sum of Rs. 1000/- per month will be treated as conveyance expenses. Further, no superannuation benefits viz. pension, provident fund or gratuity will be payable to the BMC, no leave would be admissible to the BMC, no perquisites/facilities also would be made available. Taxes on the income of the BMC would be deducted at sources as per extant rates and Government notifications.
  21. In the event of the BMC absenting from duty, he/she is required to make substitute arrangements acceptable to the Bank viz. in terms of qualification and experience at his/her own risk and cost.
  22. The BMC will be under the administrative control of the Regional Director, Reserve Bank of India, Bhubaneswar Office.
  23. The BMC shall be required to adhere to the code of conduct given in [Annex-II](#).
  24. The contract will be valid for a period of three years from the date of coming into force of the contract subject to acceptance of the above terms and conditions and adherence to the code of conduct of the Bank as given in [Annex-II](#). There will not be any renewal for engagement on completion of the period of contract.
  25. The engagement of BMC under the contract is on temporary basis and 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.
  26. The contract will be terminable by either side on issue of three months' notice or payment of three months' remuneration in lieu thereof.
  27. Any dispute arising out/on account of the contract shall be subject to the jurisdiction of the Courts of Bhubaneswar.

## Annex - II

### **Code of Conduct for Medical Consultants whose services are engaged on contract and 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 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 in the discharge of his/her duties.
3. Every Medical Consultant shall serve the Bank honestly and faithfully and shall use his/her utmost endeavours 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 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 the contract.
6. No Medical Consultant shall contribute to the press anything relating to the affairs of the Bank without the prior sanction in writing from the Bank or publish any documents, 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.
7. A Medical Consultant shall not solicit or accept any gift from any employee of the Bank.
8. A Medical Consultant shall not 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 5 days at a time.
9. A Medical Consultant shall not outsource his/her service to the Bank.
10. A Medical Consultant shall—
  - 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 in 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.

11. No Medical Consultant shall indulge in any act of sexual harassment of any women employee (including contract labours) at work place.

**Explanation:** For this purpose, "Sexual Harassment" shall include such unwelcome sexual determined behaviour, 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 a 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 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 13 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.

15. 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.