

CONTRACT MEDICAL PRACTITIONERS

Engagement of Medical Practitioner on Contract basis -- Vide Dy.Director/Estt.(Gaz)/ Rly.Board's letter **No.2011/E(GR)II/1/1 dt:3.2.2012**, in partial modification of detailed instructions / guidelines contained in Rly.Board's Ir.No.96/E(GR)II/9/16 dated 15/1/99, 8/3/2001, 1/3/2002, 21/8/2003, 12/3/2008 and No.2007/E(GR)II/1/1 dated 16.10.2008, Ministry of Railways have now decided that the ***'present limit of 7 terms of engagement of one year each of CMPs be extended by another term of one year'***.

Terms and conditions for entering into contract with Medical Practitioners on Full-Time basis

1. The contract shall be entered into for one year or less from the date of entering into the 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 Medical Practitioner for another term.
2. The full-time contracted 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 term of contract.
3. During the validity of the contract, the CMP will be at liberty to terminate the contract for betterment of his / her career or on any other grounds 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.
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.
5. At the time of entering into contract, the CMP shall produce certificates of his / her character and antecedents from two gazetted officers of the Central / State Government.
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. The CMP shall have to undergo a brief orientation for a period of two weeks.
8. Normally, Sundays and National Holidays will 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.
 - a. Provided this facility shall be available to the CMP subject to fulfillment of conditions stipulated in clause 14 and 15 of the terms and conditions. Any CMP leaving his place of work on leave of absence / National Holidays should get prior permission of the controlling authority.
9. Expenses on outstation journeys connected with the contracted works 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 to the Divisional Headquarters and the Contract

Medical Practitioner will be paid a fixed rate of Daily Allowance, i.e., Rs.400/- (Rupees four 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.

10. The monthly fee for CMPs and the daily rate of proportionate reduction from the fee, in the event the CMP absents himself / herself for periods exceeding those stipulated in the contract, are at the following rates:

Category of CMP	Monthly fee	Revised rate of remuneration vide
General Duty	Rs.55,000	Rly.Board Ir.No.
Specialized services	Rs.65,000	2014/E(GR)II/1/1
Super-specialty services	Rs.75,000	Dt:12.3.2014

Full-time CMPs may be provided unfurnished accommodation, subject to availability. In case Railway accommodation is provided to the CMP, an amount equivalent to HRA and License Fee of the accommodation so provided shall be deducted from the monthly fee admissible to the CMP. The remuneration specified above includes the amount of Rs.5,250/Rs.6,838 /Rs.7,375 as House Rent Allowance and Rs.3,712/- as transport allowance. In case of full-time contract doctors for whom railway accommodation is provided, an amount equivalent to the sum of HRA (as indicated above) and license fee of the accommodation so provided will be deducted from the monthly remuneration of the concerned medical practitioner.

11. The CMP may be given one set of First Class complimentary pass for self and family during each contract. The pass, however, shall be issued after he / she renders three months of contracted service regularly.

12. 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 at Super specialty centres from his / her respective zonal railway hospital during the currency of contract.

13. 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.

14. The CMP shall attend to all normal tasks, which any medical practitioner is conventionally doing. He / she will also attend to emergencies and accidents.

15. The CMP shall issue sick / fitness certificates for a period upto 7 days, beyond which the certificate so issued by him / her should be countersigned by a regular Railway Medical Officer available at the nearest Hospital / Dispensary / Health Unit.

16. 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 consumption, 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.

17. The CMP shall not make medical recommendation of any kind referred to Paras 559 to 564 of Indian Railway Medical Manual (IRMM) 2000, **which are reproduced below:**

559. Types of Medical recommendations: The medical recommendations that are issued to the Railway employees by the Railway doctors comprise of the following:-

- (i) Recommendation for light duty/change of occupation,
- (ii) Recommendation for transfer, postponement or cancellation of transfer on medical grounds and
- (iii) Recommendation for allotment of a Railway bungalow/quarter for better accommodation.

560. Authority competent to make recommendations: - Medical recommendations of the types referred to in item (i) to (iii) above will be made to the competent authority directly by the Divl. Medical Officer in the case of nongazetted staff. In the case of gazetted staff up to J.A. grade, the recommendations

may be made by in charge S.A.G. medical officer of the division but should be forwarded to the Chief Medical Director, if the period exceeds six months. For recommendations for officers of the rank of S.A.G. and above, CMD/PHOD will be the competent authority.

561. (A) Recommendation for light duty –

- (1) Such recommendations are to be made by a Railway doctor in favour of an employee when, in his opinion, the Railway employee who had been under treatment for serious illness or injury is fit to resume duty in his original post but not fit to perform all the duties connected with the post.
- (2) The medical officer (of the rank of D.M.O. or above), before making the recommendation, should first ascertain from the competent authority, eg., the departmental superior of the employee concerned, whether it will be possible to provide the employee with such duty of light nature in his original post which will be compatible with Railway working
- (3) On hearing from the competent authority that such a request can be complied with, the Railway doctor will make necessary recommendation in the prescribed form as given in annexure XIX to this chapter, specifying the nature of light work or occupation and the specified period for which it is recommended. Such a recommendation should not exceed a period of three months in the first instance after which the case should be reviewed and under no circumstances should it exceed a period of six months.
- (4) If the competent authority indicates its inability to provide temporary light duty or change of occupation, the employee should be kept on sick list till he is fit for duty or is de-categorised. The period of waiting should not exceed six months.

(B) Certificate of Decategorisation of Change of occupation: (1) If after the expiry of the period of six months granted under the certificate of recommendation of light duty, the employee is considered by the Railway doctor medically unfit for the duties of his original post, but not unfit for service on the other posts, the competent Medical Officer will issue the necessary in the prescribed form as given in the annexure XX to this chapter, for a suitable permanent alternate appointment either in the same medical category or in a lower category.

- Note:* (i) Recommendations should be of a general nature, no specific job being mentioned.
ii) All employees being considered for decategorisation/permanent alternate appointment should be examined by a Medical Officer not below the rank of J.A. Grade.
iii) All such recommendations of permanent nature should be made only after the employee has been examined by a specialist in the field of the disease which the employee was suffering from. In the case of non-availability of a specialist, the opinion of the Honorary Consultant will be obtained and recorded.
(iv) The recommendation of the examining medical officer will be forwarded to the CMS/MS in charge of the Division, who will be the accepting authority.

562. Recommendation for transfer, postponement or cancellation of transfer of medical grounds:- The Railway doctor should not take initiative in making such recommendations. Application for such requests will be made by the employee through his competent authority, who will forward the same to the Railway doctor. Before making such recommendations, the Railway doctor should consider carefully all the aspects of the case specially of the fact whether such a recommendation is in the interest of the employee's health or the health of the family members and that it is compatible with the Railway working. When recommending postponement of transfer, the Railway doctor should state a definite period for which such a recommendation is made and keep the period to the minimum and in no case should it exceed six months.

Note: When making such recommendations for transfer, the Railway doctor may express an opinion which should be of general nature, for example suitability or otherwise of dry climate, cold climate, sea side, touring duties or of working in connection with vehicles, etc. Recommendations regarding postings to a particular station or job must not be made.

563. Recommendations for allotment of a Railway quarter for better accommodation:- A Railway doctor may make recommendations for allotment of a Railway bungalow/quarter or a change for a better accommodation to a Railway employee:-

- (i) where he considers that either the railway employee himself or a member of his family is suffering from a disease which warrants bigger or healthier accommodation which the Railway employee cannot provide himself otherwise, or
- (ii) Where the patient is subject to a disease which calls for immediate medical attention and the residence of the employee is desired to be near a hospital or health unit.

564. Disposal of recommendations:- All recommendations will be dealt with by the competent authority at his discretion and will not in any way give the right to the employee to demand the same nor will it be obligatory on the Railway administration to comply with the same.

19. The CMP will not have any financial powers. However, he / she may operate the imprest account in accordance with the guidelines contained in the 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.

20. 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.

21. The CMP shall not indent or condemn / recommend for condemnation any tools and plants.

22. The doctor selected should not perform / involve in any activities that would be considered against the interest of Medical Department / Railways and, if found, his/her services will be terminated immediately.

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APPLICATION FORM TO DOWNLOAD APPLICATION FORMAT

To
The General Manager (P),
South Railway.

Latest
passportsize
Photograph of
Candidate,
duly Attested
by Gazetted
Officer

Post applied for:

1. Name (in BLOCK LETTERS) -
2. Father's/Husband's name -
3. Postal address -
(With telephone & mobile number)
4. Nearest Railway Station -
5. Date of Birth (figure and words) -
6. Category to which he/she belongs-
(State whether SC, ST, OBC, Genl)
7. Nationality -
8. Are you an Ex-Railway employee
- (if yes, give details)
9. Educational / professional qualifications:

Examination	Year of Passing	Medical College/University	No. Of attempts	Percentage of marks

10. Registration number of -
Medical Council and State
 11. Experience -
 12. Choice of posting of station
- (in the order of preference)
- Enclosures

- i. Two recent passport size photographs.
- ii. Certificate indicating the date of birth (SSLC Certificate).
- iii. M.B.B.S. Degree and Degree Certificate of higher medical qualification, if any.
- iv. Internship Certificate.
- v. Registration Certificate.
- vi. Certificate in support of caste, in case of SC/ST/OBC candidates issued by State Revenue authorities in the prescribed proforma.
- vii. Certificate of experience.

I, _____, hereby declare that all statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that in the event of any of the particulars or information given herein being found false or incorrect or in the event of misstatement or discrepancy in the particulars being detected at any stage before or after my engagement, my contract is liable to be terminated forthwith independent of any civil or criminal legal action. I understand that I am not eligible for any TA/DA for this interview.

Place:

Date:

Signature of the candidate

To,

Photo

The President of India

I, Dr. _____ son of _____ being considered for engagement on contract with the Railways (hereinafter called CMP) hereby agree and declare:-

That I am in receipt of the terms and conditions of the said contract.

That I have read and clearly understood the said terms and conditions stipulated in connection with my engagement on contract.

That I am being engaged as CMP on Central Railway for a period from _____ to _____ under the said terms and conditions.

I FURTHER AGREE AND DECLARE that the contract shall stand terminated on the expiry of the period mentioned above or, as the case may be, earlier in case it is sought to be terminated in between the above mentioned period either by myself or by the Railway Administration after giving the prescribed notice in this respect as stipulated in the said terms and conditions.

I FURTHER AGREE AND DECLARE that I shall no claim whatsoever for extension of the period of contract or for any continuity or regularization in Railways in any manner.

Signed and delivered on this day _____ of _____ 200

Signature of CMP _____
Name _____
Place of working _____
Date _____

1) Witness

2) Witness

Signature _____

Signature _____

Date _____

Date _____

Full Name and address _____

Full Name and address _____