

AGREEMENT FOR ENGAGEMENT OF MEDICAL CONSULTANT

This Consultancy Agreement (the Agreement) is entered into on this < > day of < > at <ZO NAME> by and between: **INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 represented by its AGM/CM and having its Office at < >** (hereinafter called the "Bank", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its administrators, executors, successors and permitted assigns) of the ONE PART

AND

Shri/Smt. < >, SO/DO < > aged < > years practicing as Doctor and residing at <Address> (hereinafter called "Medical Consultant") of the OTHER PART.

The Bank and the Medical Consultant are hereinafter referred to individually as a "Party" and collectively as the "Parties".

"WHEREAS the Bank required qualified doctor(s) to extend medical consultation services at its Zonal Office, <ZO NAME>. The Medical Consultant has represented to the Bank that he/she has the required professional skills, personnel, technical resources and he/she has valid medical practicing license as per Medical Council of India and is qualified to perform medical service as enumerated under this Agreement. The Bank has accepted the offer of the Medical Consultant for the services on the terms and conditions set forth in this Contract and the Parties agree that the Medical Consultant's retainer ship is governed by the terms and conditions laid down in this Agreement.

NOW THEREFORE, the Parties agree as follows:

Medical Consultant:

For the purposes of this Agreement and in connection thereof under this Agreement "Medical Consultant" shall mean and include registered Medical practitioner to render his/her medical professional services at Bank's Office and rendering his/her professional services for 2 hours a day and 3 days in a week i.e. on < > days.

Tenure:

This Agreement shall come into force on the date of signing of this Agreement and continue in force for a period of 3 years till < > or until terminated earlier in accordance with the provisions of clause 17 below, subject to half yearly review.

Obligations of the Parties:

1. The Medical Consultant agrees to offer his/her services at the Bank's Zonal Office <ZO NAME> at <Address> for 2 (Two) hours a day and for 3 (Three) days in a week. Days fixed for service are <days>. In case, there is a change in location of ZO, the Medical Consultant shall continue offering his/her services on changed location. The Medical Consultant undertakes to obtain prior permission from the Bank in case he/she is not

able to be present during any of the above mentioned days and to be present on the next working day.

2. The Medical Consultant agrees to provide emergency services at any time including evening, night and weekend as shall be reasonably assigned, whether within the schedule or otherwise, as the situation demands.
3. The Medical Consultant agrees to be present on the days on which the Bank's Board / Management Committee meetings are held at Zonal Office, <ZO NAME> (even if those are days apart from the three days fixed for service herein above) and will attend to the < zonal address > as and when required.
4. The Medical Consultant agrees to render the services of Authorized Medical Officer to the Bank's executives and their families. He/She agrees to undertake house visits to executives for attending to their family members whenever necessary. No visit fee/ consultation fee should be levied for such visits.
5. The Medical Consultant agrees to render medical / technical advice on the medical certificates submitted by the employees of the Bank for their leave / transfer requests etc.
6. The Medical Consultant agrees to perform duties similar to those of a General Medical Practitioner irrespective of whatever post-graduate or other medical qualifications he/she may possess / acquire in future. It shall be the Medical Consultant's responsibility to ensure that the qualifications he/she holds or acquires in future do not restrict him/her 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 holds or acquires 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 he/she shall indemnify and keep indemnified the Bank at all times against the same.
7. The Medical Consultant agrees that he/she shall provide necessary help for securing hospital facilities in case the employees of the Bank including Officers, Clerical Staff and Sub-staff of the Bank or their families (for indoor hospitalization under Direct Settlement facility) require such facilities in a hospital.
8. The Medical Consultant hereby represents and warrants that his/her registration(s) with the Medical Council of India and any other authorized body are in order and valid and shall continue to be in order and valid during the term of this Agreement.
9. The Medical Consultant hereby agrees to participate and attend programs under Corporate Social Responsibility, Medical camps or any other program conducted by the Bank from time to time.
10. The Medical Consultant hereby agrees to undertake any other work assigned by the bank, under the scope of engagement.
11. The Medical Consultant undertakes to abide by the *Code of Conduct* enclosed with

this contract while being engaged by the Bank.

12. The Bank shall pay to the Medical Consultant a consolidated honorarium of Rs p.m. (Rupeesonly) every month on declaration basis subject to deduction of applicable taxes at Source (TDS).
13. If the Medical Consultant shall any time be absent from his/her engagement, the Bank shall without prejudice to any other right, be entitled to deduct from his/her honorarium a proportionate sum for each day of his/her absence from duty. No conveyance amount will be paid for such absence.
14. Bank shall not make any contributions including membership fee whatsoever on behalf of the Medical Consultant to any medical associations/clubs, etc.
15. It is agreed by the Medical Consultant that the engagement under this Agreement is temporary. The Medical Consultant shall not claim for regular employment at any stage or for pay and perks equivalent to Bank employees. There will be no relation of Master and Servant between the parties under this Agreement.
16. Bank may provide all necessary work space, basic amenities as well as first aid kit and essential medicines that may be necessary, immediately after examination of sick / needy employees.
17. The Bank reserves the right to withdraw / cancel or modify the contract at any time without assigning any reasons, after issue of one month's notice to Medical Consultant.
18. This contract for engagement can be terminated by either side by giving one month's notice.
19. Disputes pertaining to the terms and conditions of this contract, if any, shall be subject to the jurisdiction of courts in <centre name >alone.
20. The Medical Consultant hereby agrees that he/she shall be responsible for his/her own medical negligence and the Bank shall bear no responsibility whatsoever in this regard and the Medical Consultant shall indemnify and keep indemnified the Bank including all employees, against any and all claims raised by third person out of any negligent act of the Medical Consultant

IN WITNESS WHEREOF the Bank and the Medical Consultant have signed this Agreement for engagement of Medical Consultant on the day, month and year herein above mentioned in the presence of the witnesses:

WITNESSES:

1. **AUTHORIZED SIGNATORY (BANK)**
2. **MEDICAL CONSULTANT**

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

1. A 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. A 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 of 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. A 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 his/her acts and 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 albeit, 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. 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 document, paper, or information which may come into his/her possession in his/her capacity as Medical Consultant of the Bank.
7. A Medical Consultant shall not solicit or accept any gift from any employee.
8. A Medical Consultant shall not be absent from his/her duties without the permission from the Bank. In case of any absence, she/he should make alternate arrangement acceptable to the Bank during his/her period of absence. Such alternate arrangement shall not exceed five days at a time.
9. A Medical Consultant shall not outsource his/her service to the Bank.
10. 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".

11. No Medical Consultant shall indulge in any act of sexual harassment of any 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 favors,
- c) sexually colored remarks,
- d) showing pornography,
- e) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

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. The provision 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 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.