

GOVERNMENT OF INDIA/BHARAT SARKAR  
MINISTRY OF RAILWAYS/RAIL MANTRALAYA  
(RAILWAY BOARD)

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No.2008/E(GR)II/1/1

New Delhi, dated 16/7/2012.

The General Managers,  
All Indian Railways and  
Production Units.

**Sub: Engagement of retired Railway doctors as Contract  
Medical Practitioners (CMPs).**

To meet the shortage of doctors in Indian Railway Medical service, doctors from open market are engaged as Contract Medical Practitioners (CMPs). Such engagements are made for a maximum period of 8 terms with each term of engagement not being more than one year and for each term contract being entered afresh. However, it has been observed that despite this scheme being in existence, there is still acute shortage of doctors in Indian Railway Medical Service because of high rate of attrition among CMPs and lack of sufficient response from doctors from open market for engagement as CMP.

Ministry of Railways have considered the matter and in order to meet the shortage of doctors it has been decided that in addition to the scheme of engagement of Medical Practitioners from open market as CMPs, retired Railway doctors upto the age of 65 years shall also be engaged as Contract Medical Practitioners against existing regular vacancies on a fixed remuneration of ₹46,000/- p.m. (subject to the condition that remuneration + pension drawn by retired Railway doctor should not exceed the last pay drawn). Such engagement of retired Railway doctors as CMPs shall be for a maximum of two terms of one year each and for each term of one year a fresh contract shall be entered.

The engagement of retired Railway doctors shall be made by inviting applications to fill up the vacancies by way of open advertisement in the leading Newspapers as well as over Indian Railways Website. The screening of the applicants for engagement as CMPs shall be made by a Committee of three Senior Administrative Grade Officers (of whom one each shall be from Medical and Personnel Departments). The engagement of CMPs based on the recommendations of the Committee shall be made with the personal approval of General Manager in consultation with FA&CAO.

The terms and conditions of the contract with retired Railway doctors for engagement as Contract Medical Practitioners are enclosed. Since these terms and conditions are not exhaustive, Railways are advised to seek the guidelines from Ministry of Railways wherever required.

The above scheme of engagement of retired Railway doctors as Contract Medical Practitioners shall be valid for a period of 3 years from the date of issue of this notification. It shall be reviewed thereafter.

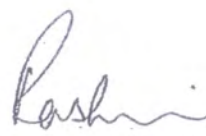
This issues in consultation with Health Directorate of Ministry of Railways and concurrence of Finance Directorate of Ministry of Railways.

Please acknowledge receipt.

  
(Rashmi Chowdhary)  
Exe. Director Estt. (G.C.)  
Railway Board  
Tele.: 23384320

No. 2008/E(GR)II/1/1 New Delhi, dated 16/7/2012.

- Copy to
- (iii) FA&CAO, All Indian Railways & Production Units.
  - (iv) Chief Personnel Officers, All Indian Railways & Production Units.

  
(Rashmi Chowdhary)  
Exe. Director Estt. (G.C.)  
Railway Board  
Ph. 23384320

No. 2008/E(GR)II/1/1 New Delhi, dated 16/7/2012.

- Copy to
- (iii) Principal Director of Audit, All Indian Railways
  - (iv) Deputy Comptroller and Auditor General of India, Room No. 224, Rail Bhawan, New Delhi.

  
For Financial Commissioner, Railways.

Copy to: DG/RHS, EDF(E), DDF(E)II  
F(E) Special Branch.



Terms and conditions of the contract of retired Railway 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 be extendable on any grounds. However, the Railway administration shall reserve the right to enter into fresh contract with the retired Railway doctor 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 65 years whichever is earlier.
3. The retired Railway 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 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.
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 outstation journeys connected with the contracted works shall be borne by the Railway. 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.400/- (Rupees four hundred only) per day during such journey. 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 unauthorised 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 Railway doctors engaged as CMPs may be provided with Railway accommodation at places where ear-marked Railway accommodation for Railway doctors is vacant/available after meeting the residential requirement of the serving Railway officers. In

*Rashmi*



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 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.

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 Railway 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 of ₹.46,000/- shall be payable to the retired Railway doctor engaged as CMP. No Dearness Allowance and any other Allowance which are admissible to regular Railway servants shall be admissible.

17. The retired Railway 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 engage 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 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.

19. The CMP shall not make medical recommendation of any kind referred to in paras 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 the IRMM. However, the cash vouchers in such cases shall be got countersigned by an authorised 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 any tools and plants.

