



GAIL (India) Limited
(A Government of India Undertaking)
(A Maharatna Company)

Compressor Station, Post Box No.8, Jhabua (MP), Pin Code – 457661

REQUIREMENT OF GENERAL DUTY MEDICAL OFFICER ON CONTRACT BASIS

GAIL (India) Limited, a Maharatna PSU, intends to engage interested and suitable one full time General Duty Medical Officer (GDMO), on contract basis for its Occupational Health Centre at Compressor Station, Jhabua (MP), Pin Code – 457661, for the post as per details given below:-

Sl. No.	Name of the Post	Minimum Essential Qualification Required
1.	General Duty Medical Officer	MCI recognized Graduate Degree (MBBS) with 1 (one) year post internship experience in Surgery/General Medicine in a reputed /dedicated hospital/Nursing Home.

Emoluments, Benefits

Medical Personnel	Consolidated Monthly Fees (Rs.)	Yearly Increment (Rs. p.m.)*
General Duty Medical Officer	53,000.00	1,050.00
*Increment will be given on extension of services after completion of one year engagement		

- Engagement is full time, temporary and on contract basis and will have initial period of engagement for not more than one year. Based on the performance, period of engagement may be extended further on yearly basis. Increment will be given on extension of services after completion of one year engagement. Working hours will be upto 48 hours per week. Normally duty shall be as follows :
Morning 08:00 to 10:00 Hrs. GAIL Township, Jhabua
10:00 to 13:00 Hrs. Compressor station, Jhabua
15:30 to 18:30 hrs. GAIL Township, Jhabua
- Apart from above remuneration, Company also provides Bachelor/Family Accommodation as the case may be shall be provided (General Shift Medical Officer as per the entitlement for Sr. Officers/Sr. Engineers) unfurnished residential accommodation at GAIL Township (subject to availability and recovery of License Fee Recovery (LFR), Electrical Charges and any other charges as applicable shall be recovered as per rules).
- Rs.1000.00 towards Cost of Medicines to meet OPD expenses. This amount shall be paid on monthly basis along with consolidated remuneration.
- Family Floater Insurance cover of Rs.05 Lakhs for indoor treatment is provided in respect of self, spouse and two immediate dependents i.e. children and/or parents.

- Personal accident insurance policy is in place for GDMO for an amount of Rs.12 Lakhs, to cover any eventuality including disability and medical treatment therefore.
- TA/DA is also payable in case duty requires travelling or deputed for field duty to other locations. Entitlement will be regulated similar to that for accommodation.
- Company Bus Facility will be provided for coming to Jhabua Compressor Station from Township Jhabua. Conveyance charges @ Rs.7.40 per km shall be paid for to & fro journey undertaken only in exceptional cases where no company transport is provided and with prior approval of the Competent Authority.
- 12 Casual Leave and 12 Paid Leave will be provided in a calendar year on pro-rata basis i.e. 01 CL & 01 Paid Leave per month. Compensatory Off will be provided for attending extra duty. Paid leave can be accumulated or carried forward.

Other Terms & Conditions of Engagement

- Candidates having experience in an industrial environment will be given preference. Contract tenure will commence from the date of joining. Selected candidates will have to sign a contract with GAIL for the above engagement as per Annexure – I given below.
- The short listed candidates shall be called for an interview at GAIL Jhabua for which No TA/DA shall be paid.
The decision of GAIL interview boards shall be final & binding in all respect.
- Notice period of 30 days would be required to be given from either side for termination of contractual engagement if terminated prior to stipulated tenure period.
- Selected candidate will not have any right whatsoever to claim for regular appointment in GAIL by virtue of working as a Contract Medical Officer.
- Candidates should ensure that they fulfill the essential eligibility criteria prescribed for the post for which they have applied. In case it is found at any stage of the selection process or even after appointment that the candidate has furnished false or incorrect information or suppressed any relevant information/material facts or does not fulfill the essential eligibility criteria, his/her candidature/agreement/services are liable for rejection/termination without notice.
- Candidates employed in Govt./Semi-Govt./PSU/Nationalised Bank/Autonomous Bodies shall be required to apply through proper channel. However, in the event of difficulty/inconvenience, they may send the application directly and produce the relieving order from their organization in the event of selection.
- GAIL reserves the right to cancel/restrict/enlarge the recruitment process, if the need so arises, without assigning any further notice or reason therefore.
- Any important information including Corrigendum/Changes/Updates and information on selected candidates and general instructions during the course of recruitment process shall be made available either through the website or on the e-mail id provided by the candidates. Therefore,

- candidates may provide a valid e-mail id and keep it active for at least one year, simultaneously tracking the website for updates.
- Any dispute with regard to recruitment against this advertisement will be settled within the jurisdiction of Jhabua (Madhya Pradesh) Court only.
 - In addition to general duties described in consultancy agreement, it is clarified that GDMO is also supposed to carry out general health checkup of GAIL employees and or contract employees as per requirement & instruction given time to time.

ANNEXURE - 1

Consultancy Agreement

This Consultancy Agreement (the Agreement) is entered into on this _____ day of _____ at _____ by and between:

_____, a company incorporated under the [Indian] Companies Act, 1956 having its registered office at _____. (hereinafter called "GAIL" 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 _____ Aged _____ Years residing at _____ hereinafter the "Consultant") if the OTHER PART.

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

WHEREAS:

- A. GAIL has Hospital(s)/dispensaries (hereinafter referred as Hospital) at various work centres/Site Offices/Administrative Offices across its various locations;
- B. The Company required qualified doctor(s) to extend medical services at its Hospitals/Dispensary at various work centres/site offices/administrative offices;
- C. The consultant has valid medical practicing license as per Medical Council of India and is qualified to perform medical service as enumerated under this Agreement; and
- D. The Parties agree that the Consultant's retainership is governed by the terms and conditions laid down in this Agreement,

NOW THEREFORE, the Parties agree as follows:

1.0 Definition

In this Agreement the following words shall have the meaning ascribed to them, unless the context otherwise requires:

1.1 Medical Consultant:

For the purposes of this Agreement and in connection with the doctors performing services under this Agreement shall mean include registered Medical practitioner possessing the requisite qualifications as mentioned in GAIL Standard Modalities for Engaging Medical Consultants on Temporary Tenure Basis to render his/her medical professional services at GAIL Hospitals/dispensaries/Administrative offices and rendering his/her professional services of upto 48 hours in aggregate in any week of 7 days including outpatient consultation and treatment within the premises of GAIL Hospital/dispensary, etc. and also having rights to admit patients for invasive or non-invasive treatment under his/her care at facility of GAIL. But, however, not having and right to do their private practice or in any of the hospitals, medical colleges or clinics and other medical institutions during the validity of this Agreement. The Consultant shall work on full time basis.

2.0 Term

This Agreement shall come into force on the date of signing of this Agreement and continue in force till _____ or until terminated earlier in accordance with the provisions of section 7 below.

3.0 Obligations of the Parties:

- 3.1 The consultant hereby agrees to perform all medical and other health related duties.
- 3.2 The Consultant hereby agrees to extend his/her best and efficient skill for rendering medical services on behalf of the Hospital, including any additional time as may be required by the Hospital for the best care of patient(s). GAIL shall set the Consultant's weekly schedule (the Annexure B"), and Consultant shall also 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. The Parties hereby affirm their understanding of the nature of the consultancy which would require the Consultant to attend and respond to emergency calls and provide Medical support, including night call duty.
- 3.3 The Consultant undertakes to provide prompt medical services to all persons, regardless of the person's race, religion, caste or social standing and status whether patient is contract labour or on ad-hoc basis.

- 3.4 The Consultant agrees not to dispense, or carry out the direct or indirect sale of any medication, or any other healthcare product or service of any kind or manner whatsoever including of GAIL provided Medicines, within or outside the Hospital premises. It is hereby clarified that this shall include the distribution of free samples of any healthcare product also.
- 3.5 The Consultant hereby agrees that he/she shall be responsible for his own medical negligence and GAIL shall bear no responsibility whatsoever in this regard and Consultant shall indemnify and keep indemnified GAIL including all employees, Directors, Independent Directors against any and all claims raised by third person out of any negligent act of the Consultant.
- 3.6 The 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 during the term of this Agreement.
- 3.7 The Consultant hereby agrees to participate and attend programs under CSR, Medical camps or any other program conducted by GAIL from time to time.

4.0 Non-Compete:

The Consultant hereby agrees that he/she will not engage, induce any other employee of the Hospital to engage in any other employment, or perform, or induce any other employee of the GAIL to perform medical services, whether independently or for any other party during his/her term in GAIL.

5.0 Compensation:

- 5.1 GAIL shall pay to the Consultant a monthly fee (**hereinafter referred to as the Service Fee**) in accordance with the arrangement mentioned in **Annexure A** to this agreement.
- 5.2 If the consultant shall any time be absent from his employment without the consent of his/her reporting officer except in the case of illness, accident, GAIL shall without prejudice to any other right be entitled to deduct from his Service Fee, a proportionate sum for each day of his/her absence from duty.
- 5.3 GAIL shall not make any contributions including membership fee whatsoever on behalf of the Consultant to any medical associations/clubs, etc. It is clearly understood by the Consultant that Consultant is not an employee of GAIL and there is no employee-employer relationship exist.
- 5.4 GAIL may provide all necessary Medical support staff, necessary medical equipment and a work space, for the performance of medical services, without charges to the consultant in a reasonable period.

5.5 It is agreed by the Consultant that the engagement under this Agreement is temporary. The Consultant shall not claim for regular employment at any stage or for pay and perks equivalent to GAIL employees. There will be no relation of Master and Servant between the parties under this Agreement.

6.0 Undertaking: The Consultant hereby undertakes and covenants as follows:

6.1.0 Confidential Information:

6.1.1 For the purpose of this Agreement, the term "Confidential Information" shall be deemed to be all information howsoever furnished or supplied or caused to be furnished or supplied to the Consultant or obtained or received by the Consultant from the GAIL/Hospital or its patients in oral, written or any other form including but not limited to information which is of a technical, commercial, legal or financial nature pertaining to the business or operations of the GAIL/Hospital, its patients and other persons with whom the GAIL/Hospital has financial, legal or commercial dealings. For the avoidance of doubt, such Confidential Information shall also include, without limitation, computer programs, codes, specifications, systems, know-how, process, ideas, inventions (whether or not patentable), patient data, treatment data, other technical, business and financial information and all information concerning current, future or proposed products or services, patients lists and printouts, marketing or sales plans and any and all other information or materials relating to the business and operations of GAIL/Hospital.

6.1.2 The Consultant hereby undertakes and covenants at all times during the Term and thereafter, to hold in strictest confidence and not to use, disclose, remove or transfer whether directly or indirectly, to any person, firm or corporation, any Confidential Information except in the following instances:

- a) The use, disclosure, removal or transfer is lawfully required for the purpose of the performance of the Consultant's duties or functions in the Hospital; and
- b) The use, disclosure, removal or transfer is lawfully required under the provisions of any written law or if the same is authorized by the board of directors of GAIL.

6.1.3 If the Consultant is required by law to disclose any Confidential Information or any other information concerning the GAIL Hospital or its patients, the Consultant hereby undertakes and covenants that he/she:

- a) Will provide GAIL with prompt notice of such request or requirement in order to enable GAIL to seek an appropriate protective order or other remedy: and

- b) Consult with the GAIL with respect to its taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement.

In any such event, the Consultant hereby undertakes and covenants to use his/her best efforts to ensure that all Confidential Information and other information that is so disclosed will be accorded confidential treatment.

6.1.4 The consultant hereby undertakes and covenants that he/she will not retain in his/her personal possession any proprietary or Confidential Information of the Hospital or its patients whatsoever save in the course of his/her duty to retain it and in compliance with the directions issued or approved by GAIL with regards to the storage of such information and the return and disposal thereof.

6.1.5 The Consultant shall and hereby agrees to, promptly deliver to GAIL including all copies, reproductions, summaries, analysis, memoranda, notes or extracts thereto or based thereon (whether prepared by the Consultant, the GAIL/Hospital or otherwise) in his/her possession or control.

6.1.6 The Consultant hereby acknowledges and affirms that he/she is bound by a relationship of doctor – patient and maintains confidentiality of treatment provided to each patient of the Hospital.

6.2 Maintenance of Record and Proper Storage:

6.2.1 The Consultant hereby undertakes and covenants to keep and maintain adequate and current written records of all inventions and original works of authorship made by him/he (solely or jointly with others) which relate or derive from his/her period of contract with GAIL. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Hospital. The records will remain the sole property of GAIL at all times.

6.2.2 The Consultant hereby agrees to take responsibilities for the proper storage and maintenance of medicines and their distribution and also maintain all necessary records.

6.3 Conflicting Employment:

6.3.1 During the Term, the Consultant hereby undertakes and covenants not to engage in any other employment, occupation or other business activities or to engage in any other activities that conflict with his/her obligations towards GAIL/Hospital without the prior written consent of GAIL.

6.3.2 The Consultant hereby undertakes and covenants to GAIL that during the Term whether as a result or a breach of contract or otherwise, he/she will

not, whether on his/her own behalf or for any other person, firm or organization, directly or indirectly Solicit business from or canvass or otherwise have dealings with any person, firm, company or organization.

- 6.3.3 The Parties undertake and covenant to observe and comply with all relevant patent and copyright laws and regulations in India by which they are bound.

6.4 Reporting the Misuse of Proprietary Information:

- 6.4.1 The Consultant hereby undertakes and consents to advise GAIL of any misappropriation or misuse by any person of any proprietary or Confidential Information of the Hospital or its patients promptly upon gaining knowledge of such misappropriation or misuse.

- 6.4.2 The Consultants hereby undertakes and covenants that he/she shall not retain any drawings, notebooks or any other documents or things or materials relating to his/her official duties with the Hospital and that his/her undertakings herein shall have continuing effect.

- 6.5 The Consultant shall not indulge in any act of sexual harassment of any woman employee/patient 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 favours,
- c) sexually coloured remarks,
- d) showing pornography,
- e) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

Any Complaint of Sexual Harassment against the consultant shall be dealt as per the Law of land.

- 7.0 Termination:** It is hereby agreed that either Party shall have the right to terminate this Agreement with or without cause by giving at least Thirty (30) days' prior written notice to the other Party.

GAIL shall have the right to terminate this Agreement at any time without prior written notice if:

- a. The Consultant ceases to be authorized to practice his or her profession;
- b. The Consultant becomes incapable of carrying out his/her duties in keeping with the best interests of his/her patients;
- c. The Consultant is arrested for debt or on criminal charges or is detained in pursuance of any process of law. ; or

d. The Consultant commits any breach of this Agreement.

During the period of 30 days' notice the Consultant will be required to render active service and shall not take any leave to cover up the notice period. In case of immediate termination of the Agreement from the Consultant, either he/she will waive his claim of one month Service Fee or deposit the equal amount to GAIL for immediate termination of the Agreement.

8.0 Survival of Obligations: Clause No.6.1.1 & 9 shall survive the termination of this agreement.

9.0 DISPUTE/RESOLUTIONS:

9.1 Any dispute difference, controversy arising relating out of this Agreement shall be settled by Conciliation in the accordance with the GAIL (India) Limited Conciliation Rules, 2010. The place of conciliation shall be Delhi.

10.0 General: This Agreement fully intergrades the understanding between GAIL and the Consultant, and supersedes all prior correspondence and communications, oral or written, between the Parties regarding the terms and conditions of this Agreement. This Agreement may only be amended or modified by a written agreement signed by all Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date written below by their duly authorized representatives.

GAIL (India) Limited

Witness:

Signature

Signature

Name

Name

Title

Date

Date

Address

Signature

Signature

Name

Name

Date

Date

Address

Address

Annexure – A

Remuneration and its sharing

In consideration of the Consultant making available his service to GAIL Hospital/dispensary, GAIL shall pay to the Consultant a guaranteed monthly Service Fee in the manner.

Sl. No.	Name of the Doctor	Extent of Service	Monthly Service Fee arrangement in Rs.
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The professional charges payable under this Agreement shall be as per the prevalent tariff fee structure followed by GAIL.

All payments are subjected to deduction of applicable taxes at Source.

The Consultant hereby agrees that, while rendering the services to GAIL Hospital/Dispensary under this agreement obtain and maintain adequate medical malpractice / professional negligence insurance policy from a reputed insurer for a minimum sum of Rs. 20 lakhs.

Annexure – B

Services agreed to be rendered by the Consultant:

The Consultant will provide the services mentioned herein below in _____ specialty including in-patient and outpatient procedures, emergency and such other related activities in _____ specialty for which he is credentialed.

GAIL Hospital: All other hospitals and facilities at other GAIL locations.

Annexure – III

Please contact the HR Department on the date of joining.

Pre Joining Formalities:

Please bring the following documents in original for verification and one set of photocopies each. It is necessary to submit these at the time of joining:

1. MBBS Marksheets (all years), MBBS Degree & Internship completion certificate.
2. DNB / MS / MD / or other PG Certificate.
3. DMC / HMC / MCI Registration.
4. Professional Indemnity (for specialist consultants only) of Rs.20 Lakhs.
5. 5 Passport Size Photographs (Colour).
6. Copy of Passport / Election ID Card / Driving License / PAN.
7. You will be requested to submit your pre-employment medical examination report. Your continuity with us is subject to the satisfactory medical examination report.

8. Also, please note that in the event of you failing to produce the necessary documents, which you have mentioned during the interview, we have the right to postpone / withhold your appointment with GAIL.

Eligible and interested incumbents, fulfilling the above Job Specifications may send the duly-filled in prescribed application form (attached herewith) along with their Resume duly signed, 02 colour Passport Size Photographs (01 affixed on the application form) and attested true copies of the testimonials/documents towards their qualification, experience, Medical Council Registration No., etc., by Registered Post / Speed Post in a sealed envelope superscribed "**APPLICATION FOR THE POST OF GENERAL DUTY MEDICAL OFFICER ON CONTRACT BASIS**" to Shri S P Reddy, Sr. Manager (HR), GAIL (India) Limited, Jhabua, Compressor Station, Post Box No.8, Jhabua(MP), Pin Code – 457661. The Application/Resume and other details mentioned above must reach the above address by _____. Shortlisted candidates will be called for interview on a convenient date. For any query, candidates may contact Shri S P Reddy, Sr. Manager(HR), GAIL (India) Limited, Jhabua Compressor Station, District Jhabua, (MP), Pin Code – 457661 at Landline: (07392) 244582, Mobile: 08224911150.

Important Dates

Commencement of Submission of Applications	
Last date of Submission of Applications	

Advt. No. GAIL/Jhabua/MS/Contract/01/2015

Corporate Identification No.:L40200DL1984GOI018976

E-Mail: careers@gail.co.in, Website: www.gailonline.com