

**Engagement of Medical Consultant (MC) on Contract Basis with Fixed Hourly Remuneration**

1. Every MC 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. Every MC 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 of the Bank in the discharge of his/her duties. No MC shall contribute to the press anything relating to the affairs of the Reserve Bank of India 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 MC of the Bank. The MC shall also maintain patient confidentiality and shall not share the patient profile with any outsider/third party. The confidentiality requirement shall be perpetual and shall survive after the termination of contract. The MC shall indemnify and keep the Bank indemnified for any loss suffered by the Bank as a result of disclosure of any confidential information.
3. Every MC 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 transactions.
4. No MC 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 during their tenure.
5. No MC 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 contract.

6. A MC 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 seven days at a time.

7. A MC shall not outsource/sub-contract his/her service to the Bank.

8. A MC shall not be under the influence of any intoxicating drink or drug while on duty and also ensure that his/her performance is not affected by any intoxication. Further, the MC should also refrain from being in a state of intoxication in public place.

**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.

9. A MC shall not solicit or accept any gift from any employee/visitors to the Dispensary.

10. No MC shall indulge in any act of sexual harassment of any woman including women employees 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 besides, all such definition/interpretation as applicable in the statute/laws.

11. The contract is liable to be terminated if a MC is arrested for debt or on a criminal charge or is detained in pursuance of any process of law.

12. MC 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 the 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.

13. The provision at para-11 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 MC 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.

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