संख्या-32/2020/1418/71-4-2020

प्रेषक,

डा0 रजनीश दुबे,
अपर मुख्य सचिव,
उ0प्र0 शासन।

सेवा में,

1 कुलसचिव,
उ0प्र0 आयुर्विज्ञान विश्वविद्यालय,
सैफई, इटावा।

2 निदेशक,
राजकीय आयुर्विज्ञान संस्थान,
ग्रेटर नोएडा।

3 निदेशक,
सुपर स्पेशियलिटी कैंसर संस्थान एवं चिकित्सालय,
लखनऊ

4 निदेशक,
सुपर स्पेशियलिटी बाल चिकित्सालय
एवं स्नातकोत्तर शैक्षणिक संस्थान, नोएडा

चिकित्सा शिक्षा अनुभाग-4 लखनऊ : दिनांक 01 अक्टूबर, 2020

विषय:- राजकीय चिकित्सा शैक्षणिक संस्थाओं तथा आर्म्ड फोर्सेज मेडिकल सर्विसेज से सेवानिवृत्त चिकित्सा शिक्षकों को आचार्य के पद पर संविदा के आधार पर प्रदेश में नवस्थापित चिकित्सा संस्थानों/चिकित्सा विश्वविद्यालयों में पुनर्योजित किये जाने के संबंध में।

महोदय,

उपर्युक्त विषय पर मुझे यह कहने का निदेश हुआ है कि उ0प्र0 आयुर्विज्ञान विश्वविद्यालय, सैफई, इटावा, सुपर स्पेशियलिटी बाल चिकित्सालय एवं स्नातकोत्तर शैक्षणिक संस्थान नोएडा, राजकीय आयुर्विज्ञान संस्थान, ग्रेटर नोएडा तथा उच्चस्तरीय कैंसर संस्थान एवं चिकित्सालय, लखनऊ में आचार्य के रिक्त नियमित पदों के सापेक्ष अन्य राजकीय मेडिकल कालेजों/चिकित्सा संस्थानों/चिकित्सा विश्वविद्यालयों तथा आर्म्ड फोर्सेज सर्विसेज से सेवानिवृत्त चिकित्सा शिक्षकों में से ऐसे आचार्य (प्रोफेसर), जो अधिवर्षता आयु पूर्ण कर सेवानिवृत्त हुए है, को आचार्य (प्रोफेसर)(कन्सलटेन्ट) के रूप में संलग्नक (जिसका हिन्दी रूपान्तरण बाद में प्रेषित किया जायेगा) में उल्लिखित शर्तों एवं प्रतिबंधों के अधीन प्रोफेसर (कन्सलटेन्ट) के रूप में पुनर्योजित किये जाने की श्री राज्यपाल सहर्ष स्वीकृति प्रदान करते हैं।

2- संविदा के आधार पर पुनयोर्जित आचार्य (प्रोफेसर) (कन्सलटेन्ट) को एकमुश्त रू0 2,20,000/- का मासिक पारिश्रमिक प्रदान किया जायेगा।

3- उपर्युक्त आचार्य (प्रोफेसर) (कन्सलटेन्ट) को विज्ञापन प्रकाशित कर पारदर्शी रीति से सीधी भर्ती द्वारा संबंधित चिकित्सा संस्थान/विश्वविद्यालय के निदेशक/कुलपति की अध्यक्षता में चयन समिति की संस्तुतियों के आधार पर संबंधित विश्वविद्यालय/संस्थान द्वारा पुनर्नियोजित किया जायेगा।

4- सेवानिवृत्त आचार्य (प्रोफेसर) (कन्सलटेन्ट) को संविदा के आधार पर आचार्य (प्रोफेसर) (कन्सलटेन्ट) के रूप में पुनर्नियोजित किये जाने विषयक शासनादेश संख्या-119/2018/2842/71-2-2018-33/2018, दिनांक 20.09.2018 में व्यवस्था प्रचलित रहेंगीं।

5- प्रोफेसर के रिक्त पदों पर नियमित चयन की कार्यवाही प्राथमिकता के आधार पर सुनिश्चित की जायेगी।

6- कृपया तद्नुसार आवश्यक कार्यवाही सुनिश्चित करने का कष्ट करें।

भवदीय,

(डा0 रजनीश दुबे)
अपर मुख्य सचिव

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अत: इस पर हस्ताक्षर की आवश्यकता नही है ।
2- इस शासनादेश की प्रमाणिकता वेब साइट http://shasanadesh.up.gov.in से सत्यापित की जा सकती है ।

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संख्या:-32/2020/ 1418 (1)/71-4-2020 तद्दिनांक।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. निजी सचिव, अपर मुख्य सचिव, मा0 मुख्यमंत्री, उ0प्र0 शासन।
2. निजी सचिव, मा0 मंत्री, चिकित्सा शिक्षा विभाग, उ0प्र0 शासन।
3. प्रमुख स्टाफ आफीसर, मुख्य सचिव, उ0प्र0 शासन।
4. महालेखाकार, (लेखा एवं हकदारी) प्रथम/द्वितीय, उ0प्र0, प्रयागराज।
5. मुख्य कोषाधिकारी/ कोषाधिकारी, लखनऊ/ इटावा/ गौतमबुद्ध नगर।
6. महानिदेशक, चिकित्सा शिक्षा एवं प्रशिक्षण, उ0प्र0 लखनऊ।
7. सम्बंधित वित्त अधिकारी/वित्त नियंत्रक।
8. वित्त (व्यय-नियंत्रण) अनुभाग-3
9. चिकित्सा शिक्षा अनुभाग-1,2 एवं 3
10. गार्ड फाइल।

आज्ञा से,

(अनिल कुमार सिंह)
उप सचिव

http://shasanadesh.up.gov.in

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अत: इस पर हस्ताक्षर की आवश्यकता नही है ।
2- इस शासनादेश की प्रमाणिकता वेब साइट http://shasanadesh.up.gov.in से सत्यापित की जा सकती है ।

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Terms and Conditions (ToC) of Engagement of Retired Faculty as Professor (Consultant) on Contract basis

The Terms and Conditions of engagement of Retired Faculty as Professor (Consultant) on contract basis are as follows:

i) The engagement of retired Professor (Consultant), is purely on contract basis for an initial term of two years from the date of joining duty after acceptance of this contract. The term may be extended by another two years or till the attainment of age of 70 years or till the post is filled by regular appointment, whichever is earliest. The period of contract is subject to be reduced or extended at the sole discretion of the Competent Authority, which shall be the Department of Medical Education, Government of Uttar Pradesh.

ii) The retired Professor (Consultant) will be assigned clinical, teaching and research duties, besides any other work as deemed fit by the Director of the Institute concerned however, no administrative post will be assigned to retried Professor (Consultant) during to contract period.

iii) The retired Professor (Consultant) will report to the Principal of the Medical College.

iv) During the period of contract, retired Professor (Consultant) will be paid a consolidated monthly remuneration as indicated in the letter of engagement subject to satisfactory output. His remuneration shall be all inclusive and subject to deduction of tax at source and /or any other statutory deductions to the extent required under the laws.

v) Participation of retired Professor (Consultant) in National Seminars/ Conferences would be permissible as per entitlement of regular Faculty. In case retired Professor (Consultant) is also deputed out of station on official assignment, TA/DA would be paid on tour, as admissible, as per entitlement against post last held immediately before retirement. Retired Professor (Consultant) in the event of being provided campus accommodation/guest house facilities. deductions Rs.24,000/-+applicable licence/maintenence fee per month in respect of such accommodation would be made from the remuneration.

vi) Retired Professor (Consultant) will be eligible for thirty (30 days) leave in a calendar year, on cumulative basis.

vii) During the period of contract, the engagement is liable to be terminated at any time with a one month notice, without assigning

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any reason whatsoever. It will be open to the Medical College to pay, in lieu of notice, salary for the period by which the notice period falls short. Similarly, the retired Professor (Consultant) may also terminate the contract any time with one month's notice. The termination may be allowed with lesser notice period also provided the retired Professor (Consultant) deposits with the Institute concerned appropriate amount equivalent to the consolidated remuneration of the period by which the notice period falls short, in lieu of the notice period.

viii) Private practice of any kind, including laboratory and consultant practice is prohibited. The retired Professor (Consultant) will not engage himself in any other paid assignment during the validity of this contract.

ix) If at any time, in the opinion of competent authority, which is final in this matter, retired Professor (Consultant) is found non-performing or guilty of any offence, dishonest. disobedience, disorderly behaviour, negligence, indiscipline, absence from duty without permission or any other conduct considered by the said competent authority, deterrent to the interest of Institute concerned or violation of one or more terms and conditions of this letter, his services may be terminated without notice and the said competent authority shall be entitled to recover any damages arising out of any act or omission on his/part, from him.

x) Other conditions of service will be as provided under the Rules, Bye laws and Regulations of the Institute concerned and governed by the relevant rules and orders issued by the Government of Uttar Pradesh.

It may please noted that the retired Professor (Consultant) will be required to conform to the Rules, Bye laws, Regulation, Discipline and Code of Conduct prevailing in the Institute concerned from time to time.

xi) Retired Professor (Consultant) will be governed, in respect of any matter relating to the conduct, discipline, in respect of which no provisions have been made in these terms and conditions, under the relevant provisions of State Government/ Institute concerned as amended from time to time.

xii) Retired Professor (Consultant) will be at the disposal of the Institute concerned on whole time basis and his services may be utilized in any manner required by the Competent Authority of the Institute concerned without any claims for any additional remuneration.

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xiii) The Institute concerned will not be responsible for any loss, accident, damages or injury while performing the consultancy assignment including travel.

xiv) Retired Professor (Consultant) will not have or acquire during validity of this contract either directly or indirectly any outside interest, in any business or otherwise, which could be in conflict with the interest of Institute concerned as a whole or that would be prejudicial to his position. Retired Professor (Consultant) will declare any interests in, any commercial concern or companies etc. before joining. Failure to do so will entail termination of his contract forthwith without prejudice to the right of the concerned Institute for initiation of legal action against him as deemed fit.

xv) Retired Professor (Consultant) and his family members shall not accept any gifts or presentations, directly or indirectly, whether in the form of money, free possession of goods or other benefits from any person or firm with whom he has is or likely to be, in contract, by virtue of this contract with whom he has or is likely to have dealings. His services would be terminated, if found involved in corrupt practices, besides taking action as per rules/law.

xvi) Retired Professor (Consultant) will devote his whole time and attention exclusively to the duties entrusted to him to the best of his power, ability and skill. He will acknowledge that his position entails absolute confidentiality and therefore during the continuance of the contract/arrangement and / or after cessation of this contract for any reasons whatsoever, he will not indulge or disclose any information papers and documents in his knowledge and custody to any outsider and maintain absolute confidentiality.

xvii) Retired Professor (Consultant) is liable to make good any of loss sustained by the Government due to his misbehavior or negligence.

xviii) Retired Professor (Consultant) will not engage himself in any others paid assignment during the validity of this contract.

xix) Retired Professor (Consultant) will not disclose or divulge or make public or shall personally use for any gain any of the materials, processes, accounts, transactions, dealings, information etc. whether the same may be confined to him or may become known to him during the course of his services or otherwise.

xx) In case retired Professor (Consultant) is employed elsewhere, he will bring a letter from his present employer stating that his resignation has been accepted and he is relived.

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xxi) In case any of the above conditions are violated, the appointment shall automatically stand cancelled.

xxii) Upon termination for whatever reasons, Retired Professor (Consultant) will forthwith return to Institute concerned all records /documents and papers that are in his custody and control, by virtue of his engagement and obtain discharge in writing from Institute concerned.

xxiii) Retired Professor (Consultant) will not seek or try to secure any other job or employment without previous written sanction/consent of the Institute concerned.

xxiv) There will be periodical monitoring of the performance of the contractual appointee and in the event that his performance is found to be unsatisfactory, his contract is liable to be terminated and/or his payments withheld till satisfactory progress is achieved by him.

xxv) This contract shall be governed by the rules, regulations and law of the Government of Uttar Pradesh and the concerned Institute.

xxvi) In the event of any conflict regarding terms of appointment, the decisions of the competent authority shall be final.

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